

This is the 1st affidavit of Evan Carew-Gibson in this case and was made on February 4, 2025

No. H - 25 0 1 5 0 Vancouver Registry

#### IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PETERSON INVESTMENT GROUP INC.

**PETITIONER** 

AND:

1076255 B.C. LTD., LIGHTSTONE DEVELOPMENT LTD.,
1082463 B.C. LTD., 1218548 B.C. LTD., GOLD COAST
INDUSTRIES LTD., XIAO SONG ZHENG, XIAO LI,
YING ZHENG YU, BLUESHORE LEASING LTD.,
GOULD LEASING LTD., LI JIANG, BEI CHEN, QING SU,
JIDE LIU, 686912366 INVESTMENT LTD., LEI BUN LEUNG,
XIAO LIAN ZHANG, JOHNSON RUI LEUNG, JON KIT LEUNG,
KAREN LEUNG, SHUN FENG INVESTMENT LTD., LIWEI SUN
AND 12503343 B.C. LTD.

RESPONDENTS

#### **AFFIDAVIT**

- I, Evan Carew-Gibson, of 1701-1166 Alberni Street, Vancouver, British Columbia, AFFIRM THAT:
- 1. I am a Vice President of Mortgage Investments and am authorized to swear this Affidavit on behalf of Peterson Investment Group Inc., ("Peterson" or the "Lender") and have personal knowledge of the facts hereinafter sworn, except where I depose to a matter based on information from an informant I identify, in which case I believe that both the information from the informant and the resulting statement are true. I am authorized to make this affidavit on behalf of Peterson.

CAN: 55563083.9

I make this affidavit in support of Peterson's application for an order seeking, among other things, the appointment of FTI Consulting Inc. ("FTI") as receiver and manager (in such capacity, the "Proposed Receiver") over the assets, undertakings and property of the Respondents, 1076255 B.C. Ltd. ("107") and Lightstone Development Ltd. ("Lightstone", and together with 107, the "Borrower").

#### Overview<sup>1</sup>

- 3. As a result of my involvement with the administration of the Borrower's loan with the Lender, I am aware that the Borrower is the developer of a 4-story mixed-used development in Vancouver known as *Chloé* consisting of 46 residential units, 11 commercial units, and 2 levels of underground parking (the "**Project**").
- 4. The Borrower is indebted to Peterson pursuant to the terms of a Commitment Letter dated October 5, 2022 (the "Commitment Letter"), as amended on January 1, 2023 (the "First Amendment") and April 19, 2023 (the "Second Amendment", and collectively with the Commitment Letter and the First Amendment, the "Credit Agreement"). As of February 3, 2025, the Borrower is indebted to the Lender in the amount of \$19,237,061.45, inclusive of accrued and unpaid interest to that date but exclusive of costs (the "Indebtedness"), with interest accruing at a per diem rate of \$6,514.70 until February 28, 2025. As of the date of this Affidavit, the Indebtedness is immediately due and owing and remains outstanding.
- 5. As described in greater detail below, the Borrower's obligations owing to the Lender under the Credit Agreement are secured by the GSA and the Mortgage, in addition to the Guarantees. The GSA and the Mortgage have been perfected by registration, and, to the best of my knowledge, Peterson holds a prior ranking security interest to the Respondents as against the lands described in Schedule "A" (the "Lands") and all the Borrower's present and after-acquired personal property as it relates to the Lands.
- 6. The Borrower has defaulted on numerous obligations owing to Peterson under the Credit Agreement, which also constitute events of default under the GSA and the Mortgage, among other things. Peterson has given the Borrower proper notice of such defaults, made demand upon the Borrower for repayment of the Indebtedness under the Credit

<sup>&</sup>lt;sup>1</sup> Capitalized terms used but not defined in the Overview are defined below.

Agreement and the Guarantees, and delivered to 107 and Lightstone, and other debtors under the GSA, Notices of Intention to Enforce a Security pursuant to the *Bankruptcy and Insolvency Act* (the "**244 Notices**"). The ten (10) day notice period prescribed by the 244 Notices has expired.

- 7. Peterson has considered the enforcement remedies available to it and has formed the view that the appointment of the Proposed Receiver by this Court is an appropriate remedy to protect and unlock the value of Borrower's business and property for the benefit of all stakeholders. Peterson believes the urgent appointment of the Proposed Receiver is necessary for the following reasons:
  - (a) The Borrower has committed various Events of Default pursuant to the Commitment Letter, including, without limitation:
    - (i) A material change which adversely affects the financial status of the Borrower has occurred, as the Borrower has exhausted its liquid assets, which is expected to cause an imminent and significant erosion in the value of business and property;
    - (ii) Various unauthorized subsequent encumbrances, certificates of pending litigation, mortgages, liens or charges, save and except for those permitted in writing by the Lender, are registered against title to the Lands;
    - (iii) There is a default by the Borrower of any prior encumbrance approved by the Lender and registered against title to the Lands;
    - (iv) There is a default by the Borrower under the Approved First Mortgage Credit Agreement, the DPI Contract or any security provided in connection with the foregoing;
    - (v) There is a failure on the part of the Borrower or Guarantors to fund any costs and expenses not being funded by the Approved First Mortgage Lender, except to the extent such amounts are approved by the Lender to be funded under the Loan;
  - (b) Certain parties who have apparently provided funds to the Borrower (the "Purchaser Loans") have secured these loans behind Peterson and the Approved

First Mortgage Lender on strata lots located on the Lands and also by way of agreements for sale at prices lower than fair market value. More alarmingly, some of these strata lots were already subject to presales to third parties;

- (c) To accommodate some of the Purchaser Loans, some of the pre-sales in place to arm's length purchasers for fair market, which were in place at the time of Peterson's loan origination, have been terminated in favour of those lenders of the Purchaser Loans;
- (d) The Borrower appears unable to continue operations as a going concern;
- (e) Peterson believes that a court-supervised sale or other realization process will result in more value for all stakeholders than any opportunity available to the Borrower at this time;
- (f) The Borrower's property appears to be encumbered by the unauthorized registered interests of several potential secured creditors it would be beneficial to all stakeholders for the business and property to be sold or realized in a transparent, court-supervised process;
- (g) despite having a number of pending transactions for the sale of the remaining units in the Project, the Borrower has failed to close any such opportunity within a reasonable timeframe;
- (h) Peterson has lost confidence in management's ability to effect an out-of-court sale of the units forming the Project.
- 8. Peterson believes that the urgent appointment of the Proposed Receiver is just and convenient in the circumstances and is indeed necessary to prevent further impairment of Peterson's legitimate interests as the fulcrum secured creditor and those of all other stakeholders.

#### The Parties

9. Peterson is a private lender and corporation duly registered under the laws of British Columbia. A copy of the Peterson's Company Summary is attached hereto as **Exhibit** "A".

- 10. The 107 is the registered owner of the Lands as bare trustee for Lightstone, as the sole beneficial owner, pursuant to the terms of an amended and restated declaration of trust dated August 5, 2021.
- 11. The guarantors of the obligations of the Borrower under the Credit Agreement, as described in further detail below, are 1082463 B.C. Ltd. ("108"), 1218548 B.C. Ltd. ("121"), Gold Coast Industries Ltd. ("Gold Coast", and together with 108 and 121, the "Corporate Guarantors"), Xiao Song Zheng, Xiao Li and Ying Zheng Yu (collectively with the Corporate Guarantors, the "Guarantors").
- 12. I understand from my review of a British Columbia Company Summary for 107 (the "107 Company Summary") that 107 is a business incorporated pursuant to the *Business Corporations Act* (British Columbia) ("*BC BCA*"), which has its registered office at 530 1200 West 73rd Avenue, Vancouver, BC V6P 6G5. The directors of 107 are Xiao Song Zheng and Ying Zheng Yu, and the sole officer of 107 is Xiao Song Zheng. A copy of the 107 Company Summary is attached hereto as **Exhibit "B"**.
- 13. I understand from my review of a British Columbia Company Summary for Lightstone (the "Lightstone Company Summary") that Lightstone is a business incorporated pursuant to the *BC BCA*, which has its registered office at 530 1200 West 73rd Avenue, Vancouver, BC V6P 6G5. The directors of Lightstone are Xiao Song Zheng and Ying Zheng Yu, and the sole officer of Lightstone is Xiao Song Zheng. A copy of the Lightstone Company Summary is attached hereto as **Exhibit "C"**.
- 14. I understand from my review of a British Columbia Company Summary for 108 (the "108 Summary") that 108 is a business incorporated pursuant to the *BC BCA*, which has its registered office at 530 1200 West 73rd Avenue, Vancouver, BC V6P 6G5. The directors and officers of 108 are Xiao Song Zheng and Xiao Li. A copy of the 108 Company Summary is attached hereto as Exhibit "D".
- 15. I understand from my review of a British Columbia Company Summary for 121 (the "121 Summary") that 121 is a business incorporated pursuant to the *BC BCA*, which has its registered office at 530 1200 West 73rd Avenue, Vancouver, BC V6P 6G5. The directors and officers of 121 are Xiao Song Zheng and Xiao Li. A copy of the 121 Company Summary is attached hereto as Exhibit "E".

- 16. I understand from my review of a British Columbia Company Summary for Gold Coast (the "Gold Coast Summary") that Gold Coast is a business incorporated pursuant to the *BC BCA*, which has its registered office at 2900 733 Seymour Street, Vancouver, BC V6B 0S6. The sole director and officer of Gold Coast is Ying Zheng Yu. A copy of the Gold Coast Company Summary is attached hereto as **Exhibit "F"**.
- 17. The Borrower's realizable assets consist mainly of the Project and the Lands.

#### The Credit Agreement and Guarantees

- 18. As described above, Peterson has made a certain loan available to the Borrower pursuant to the Commitment Letter, as amended by the First Amendment and the Second Amendment. Copies of the Commitment Letter, the First Amendment and the Second Amendment are attached hereto as **Exhibits "G"**, "H" and "I".
- 19. Pursuant to the terms of the Commitment Letter, Peterson provided the Borrower with a loan for a maximum amount of \$18,500,000 to fund cost overruns on the Project, if and to the extent incurred (the "Loan").
- 20. Pursuant to the First Amendment, Peterson agreed to defer the payment of accrued interest and the remaining balance of the Commitment Fee (as defined therein) from monthly installment to full payment of the accrued balance upon the expiration of the term.
- 21. In April, 2023, Peterson was informed by the Project's general contractor, Urban One, that the builders' lien holdback account was not funded by the Borrower as required by the *Strata Property Regulation* and *Builders Lien Act*. Peterson was therefore forced to advance the necessary funds. As a result, pursuant to the Second Amendment, additional controls were imposed to ensure that the Borrower fulfills its obligations.
- 22. Peterson further agreed to subordinate its charge on the Lands to a first mortgage securing a loan (the "First Mortgage Credit Agreement") in favour of National Bank of Canada ("NBC" or the "Approved First Mortgage Lender") by way of a priority agreement registered against title to the Lands under registration numbers CB294025 and CB294026, and agreed to subordinate its debt to the deposit insurer of the Project, Westmount West Services Inc., as agent for Aviva Insurance Company of Canada, Intact Insurance Company and Liberty Mutual Insurance Company ("Westmount" or the

- "Deposit Insurer") in accordance with the terms of the Deposit Insurer's letter of commitment and deposit insurance contract (collectively, the "DPI Contract").
- 23. Pursuant to a Guarantee agreement dated October 19, 2022 the Guarantors guaranteed the Lender of all present and future debts and liabilities of the Borrower up to the principal amount of \$18,500,000 plus interest and together with all costs, charges and expenses (including legal fees on a solicitor and client basis) on a joint and several basis (the "Joint and Several Guarantee"). A copy of the Joint and Several Guarantee is attached hereto as Exhibit "J".
- 24. Pursuant to an Unlimited Guarantee Cost Overrun and Completion agreement dated October 19, 2022, the Guarantors guaranteed the Lender the payment of any unpaid interest under the Commitment Letter in addition to any cost overruns on the Project in excess of the cost overruns financed by the Lender under the Credit Agreement (the "Unlimited Guarantee", and together with the Joint and Several Guarantee, the "Guarantees"). A copy of the Unlimited Guarantee is attached hereto as Exhibit "K".
- 25. Pursuant to a Letter of Undertaking dated October 19, 2022, the Guarantors further undertook to cover any cost overruns on the Project in excess of the cost overruns financed by the Lender under the Credit Agreement (the "Letter of Undertaking"). A copy of the Letter of Undertaking is attached hereto as Exhibit "L".
- 26. As described in greater detail below, Peterson has made demand on each of the Guarantees.

#### The Security

- 27. The legal descriptions of the Lands result from the stratification into individual strata units of a lot previously described as PID: 031-145-884, Lot 1, Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 located at 2069 West 47th Avenue, Vancouver, BC.
- 28. Pursuant to the terms of Mortgage and Assignment of Rents dated October 19, 2022, which was registered in the New Westminster Land Title Office on October 20, 2022, under registration numbers CB293126 and CB293127 (the "Mortgage"), the Borrower mortgaged the Lands in fee simple in favour of the Lender for a principal amount of \$18,500,000 with interest equal to the greater of 10.00% per annum and the Prime Rate

in effect from time to time plus 7.55% per annum, in each case calculated daily and compounded monthly, as security for the payment of all present and future debts and liabilities of the Borrower, and in particular the Loan. A copy of the Mortgage is attached hereto as **Exhibit "M"**. Copies of the Title Searches of the New Westminster Land Title Office are attached hereto as **Exhibit "N"** (collectively, the "**Title Searches**").

- 29. Pursuant to the terms of a General Security Agreement dated October 19, 2022, made between the 107, Lightstone, 108, 121, and Gold Coast, as debtors, and Peterson, as the secured party, perfected by registration under the British Columbia Personal Property Security Act under base registration No. 150496P (the "GSA"), security was granted in favour of Peterson over all of the Borrower's and the Corporate Guarantors' present and after-acquired personal property as it relates to the Lands and the Project (the "Collateral"), as general and continuing security for every obligation, indebtedness and liability of the Borrower and the Corporate Guarantors to Peterson (the "Obligations"). A copy of the GSA is attached hereto as Exhibit "O". Copies of the British Columbia Personal Property Registry search results disclosing the financing statements registered against 107, Lightstone, 108, 121, and Gold Coast in favour of Peterson are attached hereto as Exhibit "P" (the "PPR Search Results").
- 30. Subject to statutory rights of way, covenants and equitable charges in favour of the City of Vancouver and utilities, the Title Searches discloses the following third-party registrants who have active registrations against all or part of the Lands:
  - (a) NBC;
  - (b) Westmount;
  - (c) Bei Chen, Qing Su and Jide Liu;
  - (d) 686912366 Investment Ltd;
  - (e) Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung and Karen Leung;
  - (f) Li Jiang;
  - (g) Shun Feng Investment Ltd.; and

Liwei Sun and 12503343 B.C. Ltd.

31.	The PPR Search Results disclose the following third-party registrants who have active registrations against the Borrower:			
	(a)	107:		
		(i)	NBC;	
		(ii)	Westmount;	
		(iii)	Blueshore Leasing Ltd.;	
		(iv)	Li Jiang;	
		(v)	Bei Chen, Qing Su and Jide Liu.	
	(b)	Lightstone:		
		(i)	NBC;	
		(ii)	Westmount;	
		(iii)	Blueshore Leasing Ltd.;	
		(iv)	Gould Leasing Ltd.;	
		(v)	Li Jiang;	
		(vi)	Bei Chen, Qing Su and Jide Liu.	
32.	2. I am not aware of any other potential secured creditors of the Borrower.			
33.	In addition to the Mortgage and the GSA, Peterson holds, inter alia, the following security			
	(a)	(a) Joint and Several Environmental Indemnity dated October 19, 2022 (the "Environmental Indemnity") wherein the Borrower and Guarantors indemnify.  Peterson against all liabilities, costs, and expenses arising from breaches of anyironmental laws related to the Lands. The Borrower and Guarantors agree to		

comply with all environmental laws, remove any prohibited substances, and take

(h)

necessary actions to rectify any breaches. The Environmental Indemnity remains in effect even after the Loan is repaid. A copy of the Environmental Indemnity is attached hereto as **Exhibit "Q"**.

- (b) Assignment of Policies of Insurance dated October 19, 2022 (the "Assignment of Insurance") wherein the Borrower assigns to Peterson all rights, title, and interest in insurance proceeds related to the Lands, including general public liability insurance, all risk, fire, theft, and earthquake insurance, and course of construction insurance. The Borrower irrevocably authorizes insurers to pay all insurance proceeds directly to Peterson. A copy of the Assignment of Insurance is attached hereto as Exhibit "R".
- (c) Assignment of Contracts dated October 19, 2022 (the "Assignment of Contracts") wherein the Borrower assigns to Peterson all rights and benefits in contracts and subcontracts related to the Lands and the Project as additional security for the Loan. The Borrower represents that its interest in the contracts is free from claims and agrees to perform all obligations under the contracts. The Borrower irrevocably appoints Peterson as its attorney to enforce contract rights and agrees not to amend or terminate contracts without Peterson's written consent. A copy of the Assignment of Contracts is attached hereto as Exhibit "S".
- (d) Assignment of Sale Agreements, Proceeds and Deposits dated October 19, 2022 (the "Assignment of Sale Agreements") wherein the Borrower assigns to Peterson all rights, title, and interest in all contracts of sale and purchase pertaining to any and all units, including strata lots to be constructed on the Lands, and all related proceeds and deposits, as additional security for the Loan. The Borrower agrees to provide all relevant documents to Peterson, authorizes Peterson to enforce payment, and indemnifies Peterson against any damages or expenses. This Assignment remains in effect as continuing collateral security. A copy of the Assignment of Sale Agreements is attached hereto as Exhibit "T".
- (e) Assignment of Contracts, Warranties, Licenses, Permits and Project Plans dated October 19, 2022 (the "Assignment of Warranties, Licenses, Permits and Project Plans") wherein the Borrower assigns to Peterson all rights, title, and interest in bonds, contracts, letters of credit, licenses, permits, project plans, and

warranties related to the Lands (the "Benefits"), and any and all benefits and advantages due or accruing due under the Benefits, as additional security for the Loan. The Borrower represents that its interest in these items is free from claims and agrees to perform all obligations. The Borrower irrevocably appoints Peterson as its attorney to enforce rights and agrees to provide all relevant documents. This Assignment remains in effect as continuing collateral security. A copy of the Assignment of Warranties, Licenses, Permits and Project Plans is attached hereto as Exhibit "U".

#### The Defaults and Demands

- 34. Peterson has demanded repayment of all amounts due under the Credit Agreement. In addition, a number of defaults have occurred under, without limitation, the GSA and the Mortgage and are continuing.
- 35. As outlined previously, the Borrower has committed various Events of Default pursuant to the Commitment Letter, including, without limitation:
  - (a) A material change which adversely affects the financial status of the Borrower has occurred;
  - (b) Various subsequent encumbrances, liens or charges, save and except for those permitted in writing by the Lender, are registered against title to the Lands;
  - (c) There is a default by the Borrower of any prior encumbrance approved by the Lender and registered against title to the Lands;
  - (d) There is a default by the Borrower under the Approved First Mortgage Commitment Letter, the DPI Contract or any security provided in connection with the foregoing;
  - (e) There is a failure on the part of the Borrower or Guarantors to fund any costs and expenses not being funded by the Approved First Mortgage lender, except to the extent such amounts are approved by the Lender to be funded under the Loan.
- 36. Under the Commitment Letter, upon the occurrence of an event of default, Peterson has the right to demand immediate repayment in full of all amounts outstanding, commence

foreclosure and/or appoint a receiver take possession of the assets charged and pursue all or any of the other remedies available.

- 37. Under the GSA, the Borrower has committed various defaults, including, without limitation:
  - (a) The Borrower or the Guarantors make default in payment when due of any of the Obligations;
  - (b) The Borrower or the Guarantors are in breach of any term, condition, proviso, agreement or covenant to the Lender;
  - (c) The Lender in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy.
- 38. In addition to the above, the Borrower has committed various events of default and actions contributing to such events pursuant to the Commitment Letter and the GSA, including, without limitation:
  - (a) Unauthorized Mortgages/Encumbrances: The Borrower has placed or allowed the registration of multiple mortgages and encumbrances on certain strata units, including both residential and commercial units, without the approval of NBC, Peterson, and Westmount (the "Secured Creditors"). These unauthorized mortgages have been registered on title, constitute a breach of the terms of the Commitment Letter, complicate the Borrower's financial situation and threaten the security interests of Peterson and other stakeholders;
  - (b) Side Deals with Third Party Lenders: Unbeknownst to Peterson, the Borrower has entered into the Purchaser Loans with third party lenders, which Purchaser Loans have been secured behind Peterson and NBC on certain strata lots, including by way of agreements for sale at prices lower than fair market value for units that were already subject to presales. As a result, to accommodate the Purchaser Loans, some existing fair market pre-sales have been terminated in favor of the Purchaser Loan lenders;
  - (c) Side Deals with Purchasers: The Borrower has made side deals with several potential purchasers, allowing them to fully prepay for their units directly to the

developer of the Project (Lightstone) without the approval of the Secured Creditors. This action undermines the security interests of the Secured Creditors and constitutes a material breach of the Borrower's obligations under the Credit Agreement;

- (d) Contractor's Claim: The project's general contractor, Urban One, has filed a claim against the builders' lien holdback account currently held by Borrower's legal counsel for an unpaid invoice of approximately \$680,000. A copy of Urban One's Notice of Civil Claim is attached hereto as Exhibit "V". This claim further complicates the Borrower's financial situation and may potentially add to the encumbrances on the Lands and the Collateral. As discussed previously, the Borrower had once failed to fund the builder's lien holdback account, forcing the Peterson to finance same and creating an event of default pursuant to the Commitment Letter;
- (e) Certificates of Pending Litigation ("CPL"): A CPL was registered by Shun Feng Investment Ltd. against two retail units at the end of December due to another undisclosed and allegedly fully paid Purchase and Sale Agreement. A copy of the CPL registered by Shun Feng Investment Ltd. is attached hereto as Exhibit "W". On January 31, 2025, another CPL was registered by Liwei Sun and 12503343 B.C. Ltd. against all of the residential units in connection with the sale of units that are also subject to unauthorized mortgage charges. A copy of the CPL registered by Liwei Sun and 12503343 B.C. Ltd. is attached hereto as Exhibit "X". These CPLs represent a significant legal complication and potential liability for the Borrower, and are symptomatic of the ongoing double-dealing and lack of transparency by the Borrower.
- 39. Peterson has been in discussion with the Borrower in respect of events of defaults under the Credit Agreement since October 2024 when it discovered the unauthorized Purchaser Loans for the first time.
- 40. By letters from Peterson's external legal counsel dated as of January 16, 2025 (the "Demand Letters") and served on January 17, Peterson, among other things, formally notified the Borrower and the Guarantors that they were in default under the Credit

- Agreement and demanded repayment of the Indebtedness. A copy of the Demand Letters is attached hereto as **Exhibit "Y"**.
- 41. The Demand Letters enclosed, among other things, the 244 Notices issued to each of the Borrower and Guarantors and provided an unlimited list of the Borrower's defaults under the Credit Agreement, which included the defaults listed in paragraph 37 above. A copy of the 244 Notices is attached hereto as **Exhibit "Z"**.
- 42. Despite demand and Peterson's previous effort to work with the Borrower to remedy the defaults, the Indebtedness remains outstanding, and the Borrower has failed to remedy the various defaults under the Credit Agreement, and the Indebtedness remains due and owing.
- 43. On January 24, 2025, NBC issued its own demand letters to the Borrower and the Guarantors, alongside notices of intention to enforce its security. The indebtedness of the Borrower to NBC as of January 22, 2025 was \$47,390,783.16 plus professional and late reporting fees, with interest at per diem rate of CAD \$8,679.69. Copies of NBC's demand letters and enforcement notices are attached hereto as **Exhibits "AA"**, "BB" and "CC".

## Appointment of the Receiver is Needed on an Urgent Basis

- 44. As described above, the Borrower is in default of its obligations to Peterson under the Credit Agreement. In light of these defaults and for the reasons described below, I believe there is an urgent need to appoint the Proposed Receiver to safeguard the value of the Borrower's business and property for the benefit of all stakeholders and to prevent further erosion of Peterson's security.
- 45. In Peterson's view, the urgent appointment of the Proposed Receiver is necessary because:
  - (a) The Borrower is facing an ongoing liquidity crisis and may be unable to continue operations. Peterson has serious concerns that the Borrower is unable to make critical payments necessary to safeguard the interests of its Secured Creditors. These payments include the unpaid lien holdback invoice to Urban One, the funds necessary to discharge the improperly registered encumbrances against title to the Lands, refunding the purchasers who had already prepaid their units

and whose units were not delivered to them, as well as paying NBC's accrued monthly interest;

- The Borrower has no credible funding, investment, or sale opportunities (b) available to address its cash needs within the requisite timeframe and has no acceptable go-forward plan to fulfill all obligations towards the Secured Creditors. Borrower received the Project's occupancy permit from the City of Vancouver on June 11, 2024. Since that time, the Borrower has only managed to close 22 out of 31 presold residential units and none of the 8 commercial presold units from loan origination in a round of closings that occurred in November 2024. The principals of the Borrower have repeatedly made representations to Peterson that they would be able to close additional presold units in the Project, but no such closings have come to fruition. To date, there are still seven (7) presold condo units that remain unclosed. Most recently, since Peterson issued its Demand Letter, the Borrower provided Peterson with executed copies of Purchase and Sale Agreements ("PSAs") for six commercial strata lots with a projected closing date of January 30, 2025 which was subsequently delayed to February 15, 2025. In light of a history of continuously moving deadlines for both residential and commercial closings and a history of Borrower project mismanagement to-date, Peterson does not have faith in the Borrower's ability to consummate these transactions and questions the legitimacy of the PSAs. Peterson is of the view that a court-supervised sale or other realization process will result in more value for all stakeholders than any opportunity available to the Borrower at this time.
- (c) The Proposed Receiver is needed to stabilize Borrower and effect a sale or realization process for the benefit of stakeholders. As set forth above, Borrower's realizable assets consist primarily of the Lands and the Project, which are unlikely to satisfy the claims of all of the Secured Creditors of the Borrower, thereby rendering Peterson the fulcrum secured creditor;
- (d) Peterson has lost confidence in the management of Borrower and their ability to preserve the Lands and the Collateral. Without the urgent appointment of the Proposed Receiver, Peterson is concerned that the value of the Borrower's business and property will continue to erode to the detriment of all stakeholders, particularly Peterson who is, in all likelihood, the fulcrum secured creditor of the

Borrower. Given that other potential secured creditors have registered financing statements in respect of the Borrower, Peterson believes that all stakeholders of the Borrower would benefit from the immediate appointment of a neutral court officer, which can then oversee the Borrower's operations, assets, and finances;

- (e) The Borrower and its principals have engaged in various problematic dealings, which further undermine the confidence of Peterson:
  - (i) Improperly Secured Loans: As mentioned previously, certain parties who have recently provided funds to the developer have secured these loans not only unbeknownst to Peterson and other Secured Creditors on title but also via PSAs for such units at lower than fair market value. Some of these units were subject to presales to third parties at loan origination. This action undermines the value of the pre-sold units and the overall security of the Project.
  - (ii) Termination of Pre-Sales: To accommodate the Purchaser Loans, some pre-sales to arm's length purchasers at fair market value, which were in place at the time of Peterson's loan origination, have been terminated in favour of new purchasers. This leads to significant issues with deposit insurance and further erodes the value of the Project;
  - (iii) **Double-Dealings:** A purchaser of two retail units, who allegedly had already fully paid for its units, registered a CPL on title at the end of December following Borrower's apparent failure to consummate the transaction. In light of the ongoing double-dealings and lack of transparency by the Borrower, Peterson has genuine reasons to question the legitimacy of any PSA;
  - (iv) Mounting Litigation: Another CPL was registered on title of all of the residential units, in connection with the sale of Strata Lots 37 and 43, which are in turn subject to unauthorized encumbrances. The mounting litigation is a clear result of the double-dealings of the Borrower and significantly hinders the closing of additional sales;

- Failure to Close Condo Units: Despite the availability of presold condo (v) units that could have been closed by now, the Borrower has failed to close these units. This failure to close units exacerbates the Borrower's liquidity crisis and undermines the potential recovery for Secured Creditors.
- As of the date of this affidavit, only 22 out of 46 available residential units have closed. 46. Four (4) residential strata lots (Lots 19, 34, and 43; PIDs: 032-299-664; 032-299-818; 032-299-842 and 032-299-907) and five (5) commercial strata lots (Lots 1, 2, 6, 7, and 8; PIDs: 032-299-958; 032-299-966; 032-300-000; 032-300-018; 032-300-026) have unauthorized charges registered on their title. Two (2) of these commercial units (Lots 1 and 2; PIDs: 032-299-958; 032-299-966) and all remaining residential units are also subject to CPLs. Three (3) fully paid residential strata lots (Lots 7, 9 and 46; PIDs: 032-299-541; 032-299-567; 032-299-931) appear to be subject to unauthorized side-deals.
- Given these complications, Peterson believes that the urgent appointment of the Proposed 47. Receiver is just and necessary to prevent further impairment of Peterson's legitimate interests as the fulcrum secured creditor and those of all other stakeholders.
- I believe that the Proposed Receiver is qualified to act. FTI has consented to its 48. appointment as receiver and manager of the Borrower, if so ordered by this Court. Attached hereto as Exhibit "DD" is a copy of the Consent to Act as Receiver executed by an authorized signatory of FTI.

**EVAN CAREW-ĞIBSON** 

AFFIRMED BEFORE ME at Vancouver, British Columbia, on February 4, 2025.

A Commissioner for taking Affidavits for

British Columbia.

**Arad** Mojtahedi Barrister & Solicitor **DLA Pi**per (Canada) **LLP** 1133 Melville Street, Suite 2700 Vancouver, BC V6E 4E5 604.687.9444

CAN: 55563083.9

# Schedule "A" Description of the Lands

Residential Units located at 2096 47th Avenue West, Vancouver, BC, legally described as District Lot 526 Group 1 New Westminster District Strata Plan EPS9999:

- (i) PID: 032-299-508, Strata Lot 3;
- (ii) PID: 032-299-524, Strata Lot 5;
- (iii) PID: 032-299-532, Strata Lot 6;
- (iv) PID: 032-299-541, Strata Lot 7;
- (v) PID: 032-299-559, Strata Lot 8;
- (vi) PID: 032-299-567, Strata Lot 9;
- (vii) PID: 032-299-575, Strata Lot 10;
- (viii) PID: 032-299-605, Strata Lot 13;
- (ix) PID: 032-299-621, Strata Lot 15;
- (x) PID: 032-299-648, Strata Lot 17;
- (xi) PID: 032-299-656, Strata Lot 18;
- (xii) PID: 032-299-664, Strata Lot 19;
- (xiii) PID: 032-299-672, Strata Lot 20;
- (xiv) PID: 032-299-729, Strata Lot 25;
- (xv) PID: 032-299-737, Strata Lot 26;
- (xvi) PID: 032-299-745, Strata Lot 27;
- (xvii) PID: 032-299-761, Strata Lot 29;
- (xviii) PID: 032-299-800, Strata Lot 33;

- (xix) PID: 032-299-818, Strata Lot 34;
- (xx) PID: 032-299-842, Strata Lot 37;
- (xxi) PID: 032-299-851, Strata Lot 38;
- (xxii) PID: 032-299-869, Strata Lot 39;
- (xxiii) PID: 032-299-907, Strata Lot 43;
- (xxiv) PID: 032-299-931, Strata Lot 46;

Commercial Units located at District Lot 526 Group 1 New Westminster District Strata Plan EPS9998:

- (i) PID: 032-299-958, Strata Lot 1, Civic address: 2092 47th Avenue West, Vancouver, BC;
- (ii) PID: 032-299-966, Strata Lot 2, Civic address: 2094 47th Avenue West, Vancouver, BC;
- (iii) PID: 032-299-974, Strata Lot 3, Civic address: 6306 East Boulevard, Vancouver, BC;
- (iv) PID: 032-299-982, Strata Lot 4, Civic address: 6316 East Boulevard, Vancouver, BC;
- (v) PID: 032-299-991, Strata Lot 5, Civic address: 6326 East Boulevard, Vancouver, BC;
- (vi) PID: 032-300-000, Strata Lot 6, Civic address: 6336 East Boulevard, Vancouver, BC;
- (vii) PID: 032-300-018, Strata Lot 7, Civic address: 6346 East Boulevard, Vancouver, BC;
- (viii) PID: 032-300-026, Strata Lot 8, Civic address: 6350 East Boulevard, Vancouver, BC;

- (ix) PID: 032-300-034, Strata Lot 9, Civic address: 6370 East Boulevard, Vancouver, BC;
- (x) PID: 032-300-042, Strata Lot 10, Civic address: 6390 East Boulevard, Vancouver, BC;
- (xi) PID: 032-300-051, Strata Lot 11, Civic address: 2099 48th Avenue West, Vancouver, BC;

(collectively, the "Lands").

This is **Exhibit "A"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

Arad Mojtahedi Barrister & Solicitor DLA Piper (Canada) LLP 1133 Melville Street, Suite 2700 Vancouver, BC V6E 4E5 604.687.9444



Mailing Address: PO Box 9431 Stn Prov Govt Victoria BC V8W 9V3 www.corporateonline.gov.bc.ca Location: 2nd Floor - 940 Blanshard Street Victoria BC 1 877 526-1526

# **BC Company Summary**

For

## PETERSON INVESTMENT GROUP INC.

Date and Time of Search:

January 27, 2025 05:08 PM Pacific Time

**Currency Date:** 

August 20, 2024

ACTIVE

**Incorporation Number:** 

BC1059668

Name of Company:

PETERSON INVESTMENT GROUP INC.

**Business Number:** 

127034734 BC0004

Recognition Date and Time:

January 01, 2016 12:01 AM Pacific Time as a result of an In Liquidation: No

Amalgamation

Last Annual Report Filed:

January 01, 2024

Receiver: No

## AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation

**Incorporation Number in BC** 

**EQUISHARE MORTGAGE INVESTMENT CORPORATION** 

BC0785990

PETERSON INVESTMENT GROUP INC.

BC0984553

#### REGISTERED OFFICE INFORMATION

**Mailing Address:** 

**Delivery Address:** 

19TH FLOOR, 885 WEST GEORGIA STREET

VANCOUVER BC V6C 3H4

19TH FLOOR, 885 WEST GEORGIA STREET

VANCOUVER BC V6C 3H4

CANADA

#### RECORDS OFFICE INFORMATION

**Mailing Address:** 

19TH FLOOR, 885 WEST GEORGIA STREET VANCOUVER BC V6C 3H4

CANADA

CANADA

**Delivery Address:** 

19TH FLOOR, 885 WEST GEORGIA STREET

VANCOUVER BC V6C 3H4

CANADA

# **DIRECTOR INFORMATION**

BC1059668 Page: 1 of 2

#### Last Name, First Name, Middle Name:

Carew-Gibson, Evan

#### Mailing Address:

1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3 CANADA

#### **Delivery Address:**

1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3 CANADA

#### Last Name, First Name, Middle Name:

Young, Jane

# Mailing Address:

1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3 CANADA

# **Delivery Address:**

1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3 CANADA

NO OFFICER INFORMATION FILED AS AT January 01, 2024.





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Date and Time of Search:

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Currency Date:

August 20, 2024

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Corporate Search Corporate Name Index Corporate Information Corporate Summary

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Number:

BC1059668

Name:

PETERSON INVESTMENT GROUP INC.

Type: Business Number: **BC Company** 127034734BC0004

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Amendment - Ledger Information Image

Amendment - Ledger

Information Image

BC Annual Report - JAN 01,

Annual Report - JAN 01,

Notice of Change of Directors

January 27, 2025 5:07 PM

BC Annual Report -

JAN 01, 2024

(Pacific Time)

February 26, 2024 11:39 AM

BC Annual Report -JAN 01, 2023

Notice of Change of Directors

February 22, 2023 4:08

February 03, 2022 4:31 Date of Change: February 03, 2022

Amendment - Ledger Information

February 01, 2022 5:03

Document Amended: NOTICE OF CHANGE OF DIRECTORS

View Comments

PM

February 01, 2022 5:00 Document Amended: NOTICE OF CHANGE OF DIRECTORS

View Comments

BC Annual Report -JAN 01, 2022

Amendment - Ledger

Information

January 26, 2022 3:22

BC Annual Report - JAN 01,

Notice of Change of Directors Notice of Articles

Notice of Change of

January 25, 2022 4:09 Date of Change: December 01, 2021

This is Exhibit "B" referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

Arad Mojtahedi

Barrister & Solicitor

DLA Piper (Canada) LLP

1133 Melville Street, Suite 2700

Vancouver, BC V6E 4E5 604.687.9444



Mailing Address: PO Box 9431 Stn Prov Govt Victoria BC V8W 9V3 www.corporateonline.gov.bc.ca Location: 2nd Floor - 940 Blanshard Street Victoria BC 1 877 526-1526

# **BC Company Summary**

For **1076255 B.C. LTD.** 

Date and Time of Search:

January 16, 2025 10:57 AM Pacific Time

**Currency Date:** 

August 20, 2024

**ACTIVE** 

**Incorporation Number:** 

BC1076255

Name of Company:

1076255 B.C. LTD.

**Business Number:** 

769133091 BC0001

**Recognition Date and Time:** 

Incorporated on May 18, 2016 04:48 PM Pacific Time

In Liquidation: No

Last Annual Report Filed:

May 18, 2024

Receiver: No

## REGISTERED OFFICE INFORMATION

Mailing Address:

#1530 - 1200 WEST 73RD AVENUE

VANCOUVER BC V6P 6G5

CANADA

**Delivery Address:** 

#1530 - 1200 WEST 73RD AVENUE

VANCOUVER BC V6P 6G5

CANADA

#### **RECORDS OFFICE INFORMATION**

**Mailing Address:** 

#1530 - 1200 WEST 73RD AVENUE

VANCOUVER BC V6P 6G5

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**Delivery Address:** 

#1530 - 1200 WEST 73RD AVENUE

VANCOUVER BC V6P 6G5

CANADA

#### **DIRECTOR INFORMATION**

Last Name, First Name, Middle Name:

Yu, Ying Zheng

Mailing Address:

2925 WEST 39TH AVENUE

VANCOUVER BC V6N 2Z5

CANADA

**Delivery Address:** 

2925 WEST 39TH AVENUE VANCOUVER BC V6N 2Z5

CANADA

Last Name, First Name, Middle Name:

Zheng, Xiao Song

**Mailing Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

**Delivery Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

OFFICER INFORMATION AS AT May 18, 2024

Last Name, First Name, Middle Name:

Zheng, Xiao Song

Office(s) Held: (President)

**Mailing Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

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**Delivery Address:** 

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Date and Time of Search:

January 16, 2025 10:56 AM Pacific Time

Currency Date:

August 20, 2024

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Corporate Search Corporate Name Index Corporate Information Corporate Summary

Active

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Number:

Name:

BC1076255

1076255 B.C. LTD.

Type:

Business Number:

**BC Company** 769133091BC0001

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This is **Exhibit "C"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia



Mailing Address: PO Box 9431 Stn Prov Govt Victoria BC V8W 9V3 www.corporateonline.gov.bc.ca Location: 2nd Floor - 940 Blanshard Street Victoria BC 1 877 526-1526

# **BC Company Summary**

For

# LIGHTSTONE DEVELOPMENT LTD.

Date and Time of Search:

January 16, 2025 11:02 AM Pacific Time

**Currency Date:** 

August 20, 2024

## **ACTIVE**

Incorporation Number:

BC1083494

Name of Company:

LIGHTSTONE DEVELOPMENT LTD.

**Business Number:** 

760057299 BC0001

**Recognition Date and Time:** 

Incorporated on July 20, 2016 04:10 PM Pacific Time

In Liquidation: No

Last Annual Report Filed:

July 20, 2024

Receiver: No

## REGISTERED OFFICE INFORMATION

Mailing Address:

#1530 - 1200 WEST 73RD AVENUE VANCOUVER BC V6P 6G5

CANADA

**Delivery Address:** 

#1530 - 1200 WEST 73RD AVENUE

VANCOUVER BC V6P 6G5

**CANADA** 

#### RECORDS OFFICE INFORMATION

Mailing Address:

#1530 - 1200 WEST 73RD AVENUE

VANCOUVER BC V6P 6G5

CANADA

**Delivery Address:** 

#1530 - 1200 WEST 73RD AVENUE

VANCOUVER BC V6P 6G5

CANADA

#### DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Yu, Ying Zheng

Mailing Address:

2925 WEST 39TH AVENUE VANCOUVER BC V6N 2Z5

CANADA

Delivery Address:

2925 WEST 39TH AVENUE VANCOUVER BC V6N 2Z5

**CANADA** 

Last Name, First Name, Middle Name:

Zheng, Xiao Song

**Mailing Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

**Delivery Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

OFFICER INFORMATION AS AT July 20, 2024

Last Name, First Name, Middle Name:

Zheng, Xiao Song

Office(s) Held: (President)

**Mailing Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

**CANADA** 

**Delivery Address:** 

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Active

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Number:

BC1083494

Name:

LIGHTSTONE DEVELOPMENT LTD.

Type:

**BC Company** 

Business Number:

760057299BC0001

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BC Annual Report -JUL 20, 2023 July 21, 2023 10:02 AM BC Annual Report -JUL 20, 2022

October 04, 2022 11:01

BC Annual Report -July 20, 2021 9:34 AM JUL 20, 2021

BC Annual Report -July 20, 2020 4:02 PM JUL 20, 2020

Notice of Change of August 12 2019 5:46 BC Annual Report - JUL 20,

BC Annual Report - JUL 20, 2022

BC Annual Report - JUL 20, 2021

Notice of Change of Directors

This is **Exhibit "D"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia



Mailing Address: PO Box 9431 Stn Prov Govt Victoria BC V8W 9V3 www.corporateonline.gov.bc.ca Location: 2nd Floor - 940 Blanshard Street Victoria BC 1 877 526-1526

# **BC Company Summary**

For **1082463 B.C. LTD.** 

Date and Time of Search:

January 16, 2025 11:04 AM Pacific Time

**Currency Date:** 

August 20, 2024

**ACTIVE** 

**Incorporation Number:** 

BC1082463

Name of Company:

1082463 B.C. LTD.

**Business Number:** 

760658120 BC0001

**Recognition Date and Time:** 

Incorporated on July 11, 2016 04:51 PM Pacific Time

In Liquidation: No

Last Annual Report Filed:

July 11, 2024

Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:

#1530 - 1200 WEST 73RD AVENUE VANCOUVER BC V6P 6G5

CANADA

**Delivery Address:** 

#1530 - 1200 WEST 73RD AVENUE

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RECORDS OFFICE INFORMATION

**Mailing Address:** 

#1530 - 1200 WEST 73RD AVENUE

VANCOUVER BC V6P 6G5

CANADA

**Delivery Address:** 

#1530 - 1200 WEST 73RD AVENUE

VANCOUVER BC V6P 6G5

CANADA

**DIRECTOR INFORMATION** 

Last Name, First Name, Middle Name:

Li, Xiao

**Mailing Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

**Delivery Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

CANADA

Last Name, First Name, Middle Name:

Zheng, Xiao Song

Mailing Address:

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

**Delivery Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

OFFICER INFORMATION AS AT July 11, 2024

Last Name, First Name, Middle Name:

Li, Xiao

Office(s) Held: (President)

Mailing Address:

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

**Delivery Address:** 

6261 ADERA STREET

VANCOUVER BC V6M 3J5

CANADA

Last Name, First Name, Middle Name:

Zheng, Xiao Song

Office(s) Held: (Secretary)

**Mailing Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

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Business Number:

BC1082463 1082463 B.C. LTD. **BC Company** 

760658120BC0001

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May 14, 2024 3:12 PM

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October 04, 2022 11:09

September 17, 2021

BC Annual Report -JUL 11, 2020 BC Annual Report -

July 15, 2020 3:34 PM July 11, 2019 10:52 AM

JUL 11, 2019 Notice of Change of Address

July 07, 2019 8:02 PM Effective Date: July 08, 2019 12:01 AM

BC Annual Report - JUL 11, 2021

Annual Report - JUL 11,

BC Annual Report - JUL 11,

Notice of Change of Address Notice of Articles

BC Annual Report - JUL 11,

This is **Exhibit "E"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia



Mailing Address: PO Box 9431 Stn Prov Govt Victoria BC V8W 9V3 www.corporateonline.gov.bc.ca Location: 2nd Floor - 940 Blanshard Street Victoria BC 1 877 526-1526

# **BC Company Summary**

For 1218548 B.C. LTD.

Date and Time of Search:

January 16, 2025 11:06 AM Pacific Time

**Currency Date:** 

August 20, 2024

**ACTIVE** 

Incorporation Number:

BC1218548

Name of Company:

1218548 B.C. LTD.

**Business Number:** 

777701533 BC0001

Recognition Date and Time:

Incorporated on August 02, 2019 01:25 PM Pacific Time In Liquidation: No

Last Annual Report Filed:

August 02, 2024

Receiver: No

## REGISTERED OFFICE INFORMATION

Mailing Address:

#1530 - 1200 W. 73RD AVE. VANCOUVER BC V6P 6G5

CANADA

**Delivery Address:** 

#1530 - 1200 W. 73RD AVE. VANCOUVER BC V6P 6G5

CANADA

## RECORDS OFFICE INFORMATION

**Mailing Address:** 

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**Delivery Address:** 

#1530 - 1200 W. 73RD AVE. VANCOUVER BC V6P 6G5

CANADA

## DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Li, Xiao

**Mailing Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

**CANADA** 

**Delivery Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

**CANADA** 

Last Name, First Name, Middle Name:

Zheng, Xiao Song

**Mailing Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

**Delivery Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

OFFICER INFORMATION AS AT August 02, 2024

Last Name, First Name, Middle Name:

Li, Xiao

Office(s) Held: (President)

**Mailing Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

**Delivery Address:** 

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

Last Name, First Name, Middle Name:

Zheng, Xiao Song

Office(s) Held: (Secretary)

Mailing Address:

6261 ADERA STREET VANCOUVER BC V6M 3J5

CANADA

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August 20, 2024

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Number: Name:

Type: Business Number: BC1218548

1218548 B.C. LTD. **BC Company** 777701533BC0001

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January 16, 2025 11:06 AM

Corporate History

Date and Time Filed (Pacific Time)

Details

October 10, 2024 10:29

Effective Date: October 28, 2023 12:01

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BC Annual Report - AUG 02, Annual Report - AUG 02,

BC Annual Report - AUG 02, 2024

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BC Annual Report -

BC Annual Report -

BC Annual Report -AUG 02, 2021

BC Annual Report -AUG 02, 2020

AUG 02, 2023

AUG 02, 2022

Application

Address

October 27, 2023 3:38

October 06, 2023 4:38

August 31, 2022 3:45

August 31, 2022 3:43 PM

December 17, 2020 8:15 AM

August 02, 2019 1:25 PM Incorporation

This is **Exhibit "F"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia



Mailing Address: PO Box 9431 Stn Prov Govt Victoria BC V8W 9V3 www.corporateonline.gov.bc.ca Location: 2nd Floor - 940 Blanshard Street Victoria BC 1 877 526-1526

# **BC Company Summary**

For

GOLD COAST INDUSTRIES LTD.

Date and Time of Search:

January 16, 2025 11:08 AM Pacific Time

**Currency Date:** 

August 20, 2024

ACTIVE

**Incorporation Number:** 

BC1039294

Name of Company:

GOLD COAST INDUSTRIES LTD.

**Business Number:** 

817895568 BC0001

Recognition Date and Time:

Incorporated on June 10, 2015 10:36 AM Pacific Time

In Liquidation: No

Last Annual Report Filed:

June 10, 2024

Receiver: No

## REGISTERED OFFICE INFORMATION

Mailing Address:

2900 - 733 SEYMOUR STREET

PO BOX 1

VANCOUVER BC V6B 0S6

**CANADA** 

**Delivery Address:** 

2900 - 733 SEYMOUR STREET VANCOUVER BC V6B 0S6

CANADA

## RECORDS OFFICE INFORMATION

**Mailing Address:** 

2900 - 733 SEYMOUR STREET

PO BOX 1

VANCOUVER BC V6B 0S6

CANADA

**Delivery Address:** 

2900 - 733 SEYMOUR STREET VANCOUVER BC V6B 0S6

CANADA

#### DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Yu, Ying Zheng

Mailing Address:

1988 WESTERN PARKWAY VANCOUVER BC V6T 1V5

CANADA

**Delivery Address:** 

1988 WESTERN PARKWAY VANCOUVER BC V6T 1V5

CANADA

OFFICER INFORMATION AS AT June 10, 2024

**Last Name, First Name, Middle Name:** Yu, Ying Zheng

Office(s) Held: (President, Secretary)

Mailing Address:

1988 WESTERN PARKWAY VANCOUVER BC V6T 1V5 CANADA

**Delivery Address:** 

1988 WESTERN PARKWAY VANCOUVER BC V6T 1V5 CANADA

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# CORPORATE

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# **Corporate Information**

You are currently logged

in as:

pg38148

Currency Date:

Date and Time of Search:

January 16, 2025 11:08 AM Pacific Time August 20, 2024

Paper filings received at the Corporate Registry after the currency date may not have been file

Corporate Search Corporate Name Index Corporate Information Corporate Summary

Business Number:

Number: Name:

Type:

BC1039294

GOLD COAST INDUSTRIES LTD.

**BC Company** 817895568BC0001

Corporate Name

Index

Free

Corporate nformation

Free

\$7 Corporate Details and documents

Need to Restore your Company?

Click here to view the information package

You have paid to view any or all electronic documents listed below including the

Corporate Summary.

Documents that are available on paper only may be accessed at the Corporate Registry for a fee.

Active

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Corporate Summary

Click the "View Corporate Summary" button below to see a summary of information about the company, including office addresses and directors.

Details

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HELP

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Corporate History

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HELP DESK: 1 800 663-6102

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January 16, 2025 11:08 AM

Corporate History

(Pacific Time) BC Annual Report -JUN 10, 2024

October 18, 2024 7:45 AM

BC Annual Report -JUN 10, 2023

October 17, 2024 2:49 Notice of Change of Address

JUN 10, 2022 Notice of Change of Directors - Address Change or Name Correction Only

BC Annual Report -

Notice of Change of Address

July 28, 2021 2:31 PM

June 10, 2022 8:58 AM

Date and Time Filed

October 18, 2024 7:43

Effective Date: October 18, 2024 12:01

BC Annual Report - JUN 10, 2021

Notice of Articles

BC Annual Report -JUN 10, 2021 July 22, 2021 10:34 AM

? HELP

**View Documents** 

BC Annual Report - JUN 10,

BC Annual Report - JUN 10, 2023

Notice of Change of Address Notice of Articles

BC Annual Report - JUN 10, 2022

Notice of Change of Directors Notice of Articles

Notice of Change of Address

This is **Exhibit "G"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

October 5, 2022

1076255 B.C. LTD. 200 – 5511 West Blvd Vancouver, B.C. V6M 4H3

Attention: Ms. Xiao Song Zheng

Dear Madam:

RE:

#### MEZZANINE FINANCING PROPOSAL

Mixed use development consisting of 46 residential units and 12 commercial units located at 2096 West 47<sup>th</sup> Avenue, Vancouver, B.C., legally described as PID: 031-145-884, Lot 1, Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

Confidentiality: This letter is delivered to the Borrower on the understanding that its contents shall be kept confidential by the Borrower and Guarantors except to professional advisors, employees and agents of the Borrower who are specifically involved in this transaction.

We are pleased to advise that Peterson Investment Group Inc. (the "Lender") is prepared to provide a loan (the "Loan") on the terms and conditions outlined herein (the "Commitment Letter").

Borrower

1076255 B.C. Ltd. (the "Nominee") and Lightstone Development Ltd. (the "Beneficial Owner" and, together with the Nominee, the

"Borrower").

Guarantors

1082463 B.C. Ltd. ("1082463") 1218548 B.C. Ltd. ("1218548")

Gold Coast Industries Ltd. ("Gold Coast")

Xiao Song Zheng

Xiao Li Ying Zheng Yu

on a joint and several basis (collectively, the "Guarantors").

Land

2096 West 47th Avenue, Vancouver, B.C.

PID: 031-145-884

Lot 1, Block 2 District Lot 526 Group 1 New Westminster

District Plan EPP91453 (the "Land").

**Project** 

4-storey mixed use development consisting of 46 residential units, 12 commercial units totalling approximately 16,662 square feet and 2 levels of underground parking, known as

"Chloe" (the "Project").

Something Greater

1701-1166 Alberni Street Vancouver BC V6E 3Z3 petersonbo.com

Lender:

Peterson Investment Group Inc. or its nominee.

Loan Amount:

Maximum of \$18,500,000.

Term:

The Loan shall mature on the date that is the earlier of: (a) the date on which the Approved First Mortgage Loan matures; (b) 90 days after the date on which the Approved First Mortgage Loan is fully repaid; (c) the date on which demand for repayment is made in respect of the Approved First Mortgage Loan; (d) the date on which demand for repayment is made by the Lender following the occurrence of an Event of Default. Any unadvanced portion of the Loan shall be cancelled upon the expiration of the Term.

Loan Purpose

To fund cost overruns on the Project, if and to the extent incurred.

Interest Rate:

The Borrower shall pay interest on the advanced portion of the Loan at a rate (the "Interest Rate") equal to the greater of 10.00% per annum or Prime Rate (as defined below) plus 7.55% per annum, in each case, calculated daily and compounded monthly, commencing on the date of the initial advance under the Loan.

"Prime Rate" shall mean the prime rate charged by Royal Bank of Canada on its commercial loans in effect from time to time and which the parties acknowledge is 5.45% per annum as of the date of this Commitment Letter. A certificate signed by a vice-president of Royal Bank of Canada shall be conclusive evidence of the Prime Rate in effect as of the date of such certificate.

Payments:

Interest payments on the advanced portion of the Loan will be due monthly, on the first day of each month during the Term, at the Interest Rate as defined above. Principal will be due upon expiration of the Term, subject to earlier acceleration and demand for repayment following the occurrence of an Event of Default.

Repayment:

The Loan is non-revolving. The Loan may be prepaid in full or in part at any time without penalty.

### **Commitment Fee:**

The Lender shall be entitled to a fee of \$555,000 (3.00% of the authorized Loan Amount) (the "Commitment Fee") deemed to be earned upon execution of the Commitment Letter by the Borrower. The Borrower shall pay the Lender \$31,000.00 of the Commitment Fee each month with such payments commencing upon the initial advance of Tranche 2 (as defined in the Approved First Mortgage Commitment Letter) of the Approved First Mortgage Loan and continuing on the first day of each month during the Term until the Commitment Fee is paid in full. Any outstanding portion of the Commitment Fee not paid to the Lender becomes fully due and payable upon the expiration of the Term.

#### **Conditions Precedent:**

The Borrower shall satisfy all Conditions Precedent no later than October 31, 2022.

#### Source and Use of Funds:

#### Sources

Purchaser Deposits	\$14,447,100
Borrower's Equity	\$18,991,280
Total	\$107,026,000

### Uses

Total	\$107,026,000
Hard Costs*	<u>\$44,087,373</u>
Soft Costs*	\$23,009,971
Land	\$39,928,656

<sup>\*</sup>To be verified by the Quantity Surveyor. Soft Costs exclude Loan interest and the Lender's Commitment Fee.

## Subordination

The Lender will agree to subordinate its charge on the Land to a first mortgage (an "Approved First Mortgage") securing a loan (the "Approved First Mortgage Loan"), subject to the Lender's approval of the terms and conditions in the Approved First Mortgage lender's credit agreement (the "Approved First Mortgage Credit Agreement"). The Lender will agree to enter into a priority agreement on terms acceptable to the Lender, acting reasonably, granting the first mortgage lender priority over its mortgage.

The Approved First Mortgage Loan is to be provided by National Bank of Canada. The Approved First Mortgage will be advanced up to a maximum amount of \$73,667,620 with a separate \$3,000,000 L/C facility (as described in the Approved First Mortgage Credit Agreement).

The Lender will also make satisfactory arrangements with the deposit insurer (the "Deposit Insurer"), subject to the Lender's approval of the Deposit Insurer's letter of commitment and deposit insurance contract (collectively, the "DPI Contract").

## **Approved First Mortgage Construction Advances**

The Borrower warrants that, prior to each construction advance requested under the Approved First Mortgage Loan or release of deposits as permitted under the Deposit Insurer's letter of commitment, the Quantity Surveyor, (see Appendix for Quantity Surveyor requirements) will provide the Lender with a detailed breakdown of the development costs in a form acceptable to the Lender (generally the same format as being presented to the first Approved First Mortgage lender), representing, on an item by item basis, the original budget, budget revisions, if any, the amount of work previously completed, the amount of work completed since the last advance request, the amount of work left to be completed, and the amount of any cost overruns.

**Borrower's Equity** 

The Borrower agrees to retain its equity in the Project, as outlined in the budget under the heading Source and Use of Funds and will invest such additional equity as is required to pay for any additional marketing, development, construction, operating or carrying costs other than those provided for from the Approved First Mortgage as defined above.

Security:

The Loan will be evidenced or secured by the following documents, which will be prepared and, where necessary registered, by the Lender's solicitor at the Borrower's expense:

- An Opinion of the Lender's Counsel that all security and supporting agreements are valid and enforceable;
- This Commitment Letter;
- A Mortgage and assignment of rents in an amount of \$18,500,000 against the Land which is not assumable;

- A fully perfected General Security Agreement from the Borrower in favor of the Lender charging all present and after acquired personal property relating to the Land;
- Guarantee Agreements from the Guarantors in the amount of the Loan plus interest, fees and expenses;
- Unlimited Guarantee Agreements from the Guarantors in respect of cost overruns in excess of \$18,500,000, debt service and lien-free completion;
- Fully perfected General Security Agreements from 1082463, 1218548 and Gold Coast (collectively, the "Corporate Guarantors") in favor of the Lender charging all present and after acquired personal property relating to the Land;
- A Beneficiary Authorization and Charge Agreement from the Beneficial Owner directing the Nominee;
- A Letter of Undertaking from the Borrower and Guarantors to fund cost overruns in excess of \$18,500,000 and complete the Project;
- A Priority and Subordination Agreement with the Approved First Mortgage lender and the Deposit Insurer;
- Evidence that property taxes are current;
- An Assignment of any policies of insurance;
- A Letter of Undertaking from the Borrower and Guarantors not to make payments to shareholders, partners or affiliated companies which would impair the Borrowers' and the Guarantors' financial position to the point where they are unable to live up to the terms of their guarantee obligations hereunder;
- An Assignment of the construction contract and all subcontracts;
- An Environmental Indemnity signed by the Borrower and the Guarantors;
- An Assignment of the Sales Contracts and Deposits;

- An Assignment of all the plans, development approvals and permits, licences, letters of credit, bonds and property management contracts relating to the Project and the development of the Land;
- An Assignment and Postponement from any shareholders or related parties of all amounts owing from the Borrower, as applicable;
- An Assignment and Postponement from the Guarantors of all amounts owing from the Borrower;
- All other Security and supporting documents as may be deemed necessary by the Lender and its solicitor acting reasonably.

#### **Conditions Precedent**

The following shall be conditions precedent to the availability of the Loan:

- 1. Delivery of such documents and documentation as deemed necessary by the Lender's Counsel;
- 2. The Lender shall have received the Security, duly executed and delivered and registered where required;
- 3. The Lender and/or its Counsel shall have received and approved the following prior to the advance;
  - (a) A current appraisal showing the completed value of the Project as well as the value of the Land as if unimproved and transmittal letter (Draft appraisal received. Finalized report and transmittal letter required.);
  - (b) Receipt of an updated quantity surveyor's report incorporating the financing costs of the Approved First Mortgage Loan, prepared in accordance with the Lender's requirements as detailed in Appendix B, confirming, amongst other things, the Project Budget and its components (including amount of Cost Deferrals), the Project's development time schedule and projected cash flow, satisfactory review of the Project's specifications, plans and construction management agreement/stipulated price or guaranteed maximum price construction contract, no less than 70% of hard costs (net of contingencies and general conditions) have been committed, no less than 5% of total remaining construction cost-to-complete (excluding contingency) is allocated as contingency, satisfactory review of trades for bonding requirements, and receipt of all applicable development approvals/permitting required at such stage of development;

- (c) Confirmation by the quantity surveyor that the Qualified Presold Units generate in aggregate not less than \$80,298,128 and that all purchases are binding, compliant with the Real Estate Development Marketing Act ("REDMA") and in good standing with confirmation of deposits received, held and insured;
- (d) Confirmation that the Borrower will have a minimum equity of \$18,911,280 in the Project as verified by the quantity surveyor's report;
- (e) Current financial statements and credit reports for the Borrower and Guarantors;
- (f) A copy of the DPI Contract to insure the purchaser deposits and all applicable amendment(s). Satisfactory review of the DPI Contract with the Deposit Insurer and confirmation that deposit insurance is in effect;
- (g) A copy of the Approved First Mortgage Commitment Letter and all applicable amendment(s);
- (h) Copies of all presale contracts for both residential and commercial units;
- (i) Confirmation that the aggregate contracted deposits received or receivable prior to occupancy is not less than 10% of Qualified Presold Units;
- (j) Satisfactory review of insurance coverage of the Project by the Lender's insurance consultant, ProInCon. Insurance policy of the Project to list the Lender as Second Loss Payee and Second Mortgagee. The consultant's fee will be paid by the Borrower;
- (k) Receipt of copies of all management agreements and other material agreements/contracts:
- (I) Copies of all bonds and letters of credit issued and outstanding in connection with the Project;
- (m) Copies of all servicing/infrastructure/city agreements;
- (n) Confirmation that the Unit Price List (attached as Appendix A) for all sold and unsold residential and commercial units attached under Appendix A has been agreed upon between the Borrower, the Approved First Mortgage lender and the Lender for purposes of Partial Discharges;
- (o) Receipt of priority agreements with the Approved First Mortgage lender and Deposit Insurer, acceptable to the Lender at its sole discretion, with respect to the Loan;

- (p) Confirmation from the Approved First Mortgage lender that all conditions precedent to funding of its loan have been satisfied;
- (q) Confirmation from the Approved First Mortgage lender that all conditions precedent to funding Tranche 2 (as defined in the Approved First Mortgage Commitment Letter) of its loan have been satisfied;
- (r) Evidence that property taxes are current at the time of advance;
- (s) Payment of any portion of the Commitment Fee and any Third Party Expenses which are due and payable; and
- (t) Other documents as the Lender may reasonably require.

In the event that the Conditions Precedent are not fulfilled to the complete satisfaction of the Lender by October 31, 2022, the Lender in its sole discretion reserves the right to cancel its commitment, at which time the Lender shall not be obligated to disburse funds.

### **Conditions of Advance**

- 1. Each time the Borrower requests an advance under the Loan, the following must be provided to the Lender not less than 10 business days prior to the advance being made:
  - (a) a progress draw request from the Borrower, consisting of:
    - (i) an up-to-date summary of aggregate Project costs, work-in-place and cost-to-complete, compiled on the basis of individual subtrade accounts actually invoiced and segregating the Project costs into direct construction costs and specific soft costs;
    - (ii) a certificate from the Project architect or engineer that the Project is being constructed in accordance with the accepted plans and specifications; and
    - (iii) a certificate from the Borrower that the information contained in the progress draw request and, in particular, that the estimate of the cost to complete the Project contained in the progress draw request, is accurate, and identification of any cost overruns.
  - (b) a certificate from the Borrower or, if the Borrower is a corporation, of an officer of the Borrower, declaring that all subtrade accounts for the Project for the period preceding the progress draw request have been paid in full except for statutory holdback requirements and for those accounts which are to be paid under the progress draw request;

- (c) a certificate from a quantity surveyor commissioned by the Lender (or, if approved by the Lender, the quantity surveyor commissioned by the lender of the Approved First Mortgage Loan) stating:
  - (i) the original estimate of the cost of construction of the Project;
  - (ii) the most recent revised estimate of the cost of construction of the Project;
  - (iii) the variance between the original budget and the revised budget;
  - (iv) the value of work-in-place as at the date of the most recent progress draw request;
  - (v) the value of the construction cost covered under the progress draw request;
  - (vi) the value of total work-in-place as at the date of the progress draw request:
  - (vii) the current cost-to-complete for the Project as at the date of the Progress Draw Request;
  - (viii) the amount of any cost overruns;

## and certifying that:

- (ix) construction is progressing in accordance with the construction timetable approved by the Lender;
- (x) the portion of the progress draw request pertaining to direct construction costs represents work actually completed on the Project and invoiced; and
- (xi) the estimate of the cost-to-complete for the Project, as set out in the progress draw request, including interest accruing due under the Loan, is reasonable, accurate and sufficient to complete the Project; and
- (d) such additional documents and information as the Lender may reasonably require.
- A satisfactory Land Title Office search of the Land by the Lender or its solicitors shall be required immediately prior to the advance, confirming that the Land are duly registered in the name of the Nominee and encumbered only by the Security and by other liens, encumbrances and charges approved by the Lender.

- 3. Prior to any draw being made under the Loan, any cost overruns on the Project shall be first be allocated to the Project Budget contingency (the "Contingency"), until the Contingency is reduced to 5% of the remaining cost-to-complete.
- 4. Draws under the Loan shall be in the minimum amount of \$500,000 and shall not be requested more frequently than once in each calendar month.

Costs:

All appraisal, insurance review, Quantity Surveyor, inspection, title, survey, securities, legal and filing fees and mortgage documentation legal fees or other customary expenses (collectively, "Third Party Expenses") are for the account of and shall be paid by the Borrower, whether or not this transaction is completed as contemplated.

The Lender will charge the Borrower a discharge fee of \$200 for each strata unit discharged and a document execution fee of \$200 if any documents must be reviewed and signed during the term of this Loan.

## Hazardous Substances Indemnity

In addition to any liability of the Borrower under any instrument evidencing or securing the Loan indebtedness, the Borrower and Guarantors shall be liable for any and all of the Lender's costs, expenses, damages or liabilities, including, without limitation, all reasonable solicitor's fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the real property security of any hazardous or noxious substances and such liability shall be evidenced in a manner satisfactory and sufficient, in the opinion of the Lender and its solicitors, to survive foreclosure of mortgage on a deed in lieu thereof or any other exercise by the Lender of any remedies available to it for any default under the Loan.

**Financial Statements** 

The Borrower and the Guarantors shall provide to the Lender upon request, such financial and supporting data as the Lender may require, reflecting all material information with respect to the status and operation of the Project taken as security herein. The Borrower shall furnish the Lender with annual financial statements, within one hundred and twenty (120) days of the end of the fiscal year including profit and loss account, together with an un-audited statement by the Borrower segregating the operation of the Project.

## **Privacy Act Consent**

The undersigned acknowledges that the Lender will be collecting information about the undersigned, which may include financial information, credit reports, references and other information, which is needed to evaluate the financing under consideration. This material will be reviewed by the Lender and may be communicated to others in connection with this transaction. The undersigned hereby explicitly consent to the above.

## **Conditions of Lending**

- No term or requirement of this commitment letter or any Security Document may be waived or varied orally, or by any course of conduct by any officer, employee or agent of the Lender. Any amendments to the commitment letter or other Security Documents must be in writing and signed by a duly authorized officer of the Lender.
- 2. The Borrower will allow the Lender and its authorized representatives access to the Project from time to time and also permit access to the business and financial records of the Borrower relating to the Project at all reasonable times.
- 3. Separate bank accounts are to be maintained for the Project and there shall be no commingling of funds or accounts.
- 4. The Borrower shall not, without the prior written consent of the Lender, terminate, assign or amend any of the following agreements (collectively, the "Material Agreements"), which are the property management agreement, construction contract, Approved First Mortgage Credit Agreement, the DPI Contract and the pre-sale agreements.
- 5. This Commitment Letter is not assignable.
- 6. Any payment received after 12 noon Vancouver, British Columbia time on any business day shall be deemed to have been received on the next business day. "Business Day" shall mean any day except Saturdays, Sundays and statutory holidays in Vancouver, B.C.
- 7. The Borrower and Guarantors shall fund any Project cost overruns in excess of \$18,500,000.
- 8. The terms and conditions in Appendix B are incorporated herein.

## Partial Discharge Privilege

Except in the event that, at the time of the request for a discharge of any of the Lender's security contemplated under this Commitment Letter:

- (a) an Event of Default has occurred;
- (b) the lender under the Approved First Mortgage has declined to provide a partial discharge;
- (c) the sale is less than 100% of the purchase price of such unit as indicated on the Unit Price List attached as Appendix A and/or when included in the Qualified Presold Unit Test; or
- (d) the sale is less than 95% of the list price indicated on the Unit Price List attached as Appendix A;

the Lender agrees to provide a partial discharge of its security against any units sold upon receipt of one hundred percent (100%) of the Net Sales Proceeds from the sale of strata units, which payment shall be applied firstly to retire the Borrower's obligations under the Approved First Mortgage, and secondly to repay the Loan. For the purposes of this commitment letter, "Net Sales Proceeds" means the gross sale price less usual adjustments such as property taxes, strata maintenance fees and closing costs, real estate commission, GST and legal costs.

## **Purchaser Deposits**

The Borrower shall be permitted to utilize purchaser deposits that are insured with a deposit insurer acceptable to the Lender, as a source of funds to pay for Project costs. Insured deposits in excess of \$14,447,100 shall reduce the Approved First Mortgage available dollar for dollar.

## **Qualified Presold Units**

The Borrower shall comply with all conditions set out in the Approved First Mortgage Commitment Letter (in effect as of the date hereof) in respect of Qualified Presold Units.

"Qualified Presold Units" is defined as commercial or residential units with an unconditional purchase and sale agreement (the sale and transfer of which has yet to be completed), at no less than 95% of the list price per unit (net of GST), supported by a minimum scheduled 20% cash deposit. Schedule of deposits to be satisfactory to the Lender with a minimum of 10% deposits of Qualified Presold Units being received prior to drawdown of Tranche 2 of the Approved First Mortgage Loan. Sales are to be in a form and amount satisfactory to the Lender. No bulk purchasers are permitted and are defined as purchasers who have purchased 2 or more commercial or residential units.

#### **Events of Default**

Without prejudice to any of the Lender's other rights, the occurrence of any one of the following events shall be deemed to be an "Event of Default" and the Lender may, by written notice to the Borrower, declare all amounts outstanding against the Loan to be immediately due and payable, together with accrued interest thereon and any fee or sum due hereunder:

- 1. A material change which adversely affects the financial status of the Borrower or Guarantors as determined by the Lender;
- 2. All or substantially all of the improvements on the Land are destroyed by fire or other peril;
- 3. If insured deposits in excess of \$14,447,100 are advanced to the Borrower without a dollar for dollar reduction in the availability of construction mortgage funds from the Approved First Mortgage lender;
- 4. Any representations and/or warranties made by the Borrower to the Lender as provided herein, or in any certificate or other writing to be delivered by the Borrower to the Lender hereunder, is incorrect in any material respect on the dates as of which such representation or warranty was made or purported to be made;
- 5. Failure to pay property taxes when due (receipt to be provided to the Lender immediately upon payment);
- 6. If, once construction on the Land commences, the construction of the Project shall be abandoned or shall be delayed or be discontinued for any period of fifteen (15) consecutive days during the Term of the Loan, except for reasons beyond the control of the Borrower, or if construction of the Project shall be delayed for any reason whatsoever (including without limitation, damage or destruction by fire), so that completion of the Project cannot be accomplished within a reasonable amount of time;
- 7. The Borrower or a Guarantor defaults in the performance of any material term, covenant, condition, agreement, undertaking or provision of this commitment or the security provided thereunder;
- 8. If an encumbrancer shall take possession of or appoint a receiver, trustee, conservator, or liquidator in respect of the Land (or any substantial part thereof) or assets of the Borrower or Guarantors;
- If the Borrower or an affiliate of the Borrower becomes insolvent or bankrupt or commits an act of bankruptcy;
- 10. If a subsequent encumbrance, lien or charge, save and except for those permitted in writing by the Lender is registered against title to the Land;

- 11. If there is a default by the Borrower of any prior encumbrance approved by the Lender and registered against title to the Land;
- 12. If there is a default by the Borrower or any Guarantor under the Approved First Mortgage Commitment Letter, the DPI Contract or any security provided in connection with the foregoing;
- 13. If without the prior written consent of the Lender, the Borrower sells, assigns, or disposes of all, or a portion of the Land (other than strata units sold, as contemplated by this agreement) or allows controlling ownership of the Land or of the Borrower or Guarantors to change;
- 14. A failure on the part of the Borrower or Guarantors to fund any costs and expenses not being funded by the Approved First Mortgage lender, except to the extent such amounts are approved by the Lender to be funded under the Loan;
- 15. Upon a failure to repay principal and/or interest as required.

In the event of a default, the Lender may, but its actions are not limited to:

- 1. Demand repayment of the Loan and/or commence foreclosure;
- 2. Appoint a Receiver, take possession of the assets charged and pursue all or any of the other remedies available.

Non-Merger

It is understood and agreed that the execution, delivery and registration of the Security in connection herewith shall in no way merge or extinguish this Commitment Letter or the terms and conditions hereof, which shall survive and continue in full force and effect.

If these terms and conditions are acceptable to you, please return a fully executed copy of this letter prior to the close of business on October 7, 2022.

Yours very truly,

PETERSON INVESTMENT GROUP INC.

Evan Carew-Gibson

Director, Mortgage Investments

Evan Carow-Dilson

[ACCEPTANCE PAGE TO FOLLOW]

AGREED AND ACCEPTED THIS 19th DAY OF October , 2022

## **Borrower:**

1076255 B.C. LTD.



LIGHTSTONE DEVELOPMENT LTD.

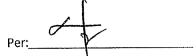


## **Guarantors:**

1082463 B.C. LTD.



1218548 B.C. LTD.



**GOLD COAST INDUSTRIES LTD.** 

Per:\_\_\_\_\_

XIAO SONG ZHENG

XIAO II

YING ZHENG YU

GREED AND ACCEPTED THISDAY OF	, 2022
Borrower:	
1076255 B.C. LTD.	
Per:	
LIGHTSTONE DEVELOPMENT LTD.	
Per:	
<u>Guarantors:</u>	
1082463 B.C. LTD.	
Per:	
1218548 B.C. LTD.	
Per:	
GOLD COAST INDUSTRIES LTD.	
Per: Wim En	
XIAO SONG ZHENG	
XIAO LI	
VING ZHENG YU	

Appendix A

<u>Unit Price List</u>

Residential Units – 2096 West 47<sup>th</sup> Avenue, Vancouver

Strata Lot	Unit	Status	Area	Sold/List Price
1	201	Sold	854	\$1,689,000.00
2	202	Sold	1,222	\$2,380,000.00
3	203	Sold	635	\$1,110,000.00
4	204	Available	1,371	\$2,850,000.00
5	205	Sold	932	\$1,660,000.00
6	206	Sold	932	\$1,724,000.00
7	207	Available	911	\$1,712,680.00
8	208	Available	911	\$1,712,680.00
9	209	Available	932	\$1,789,440.00
10	210	Available	932	\$1,789,440.00
11	211	Available	1,084	\$2,384,800.00
12	212	Sold	1,221	\$2,180,000.00
13	213	Sold	1,267	\$2,550,000.00
15	215	Available	1,218	\$2,740,500.00
17	217	Sold	767	\$1,386,000.00
18	218	Sold	994	\$1,730,900.00
19	301	Sold	854	\$1,578,900.00
20	302	Sold	1,222	\$2,350,000.00
21	303	Sold	635	\$904,900.00
22	304	Available	1,371	\$2,900,000.00
23	305	Sold	932	\$1,660,000.00
24	306	Sold	932	\$1,660,000.00
25	.307	Available	911	\$1,785,000.00
26	308	Sold	911	\$1,576,900.00
27	309	Sold	932	\$1,380,000.00
28	310	Available	932	\$1,845,360.00
29	311	Available	1,084	\$2,406,480.00
30	312	Sold	1,221	\$2,500,000.00
31	313	Sold	622	\$970,000.00
32	314	Sold	645	\$965,900.00
33	315	Sold	685	\$980,000.00
34	316	Sold	533	\$812,190.00
35	317	Sold	532	\$810,760.00
36	318	Sold	580	\$879,400.00
37	319	Sold	649	\$978,070.00

38	401	Sold	1,294	\$2,728,900.00
39	402	Sold	1,351	\$2,566,900.00
40	403	Available	1,068	\$2,723,400.00
41	404	Sold	1,283	\$2,850,000.00
42	405	Sold	1,029	\$2,080,000.00
43	406	Sold	1,029	\$2,400,000.00
44	407	Sold	1,283	\$2,886,000.00
45	408	Available	1,358	\$3,990,000.00
46	409	Available	774	\$1,818,900.00
47	410	Available	1,253	\$3,007,200.00
48	411	Sold	780	\$1,520,000.00

## **Commercial Units**

Strata Lot	Unit	Status	Civic Address	Area	Discharge Price
SL1	1	Sold	6336 East Boulevard, Vancouver, BC	988	\$3,880,000.00
SL2	2	3010	6336 East Boulevard, Vancouver, BC	811	γ5,000,000.00
SL3	3	Available	6336 East Boulevard, Vancouver, BC	906	\$2,536,800.00
SL4	4	Available	6336 East Boulevard, Vancouver, BC	876	\$2,277,600.00
SL5	5	Available	6336 East Boulevard, Vancouver, BC	795	\$1,971,600.00
SL6	6		6336 East Boulevard, Vancouver, BC	1,954	
SL7	7	Sold	6346 East Boulevard, Vancouver, BC	1,684	\$12,392,184.40
SL8	8		6350 East Boulevard, Vancouver, BC	2,454	
SL9	9		6370 East Boulevard, Vancouver, BC	1,160	
SL10	10	Sold	6380 East Boulevard, Vancouver, BC	940	\$12,810,761.60
SL11	11	2010	6390 East Boulevard, Vancouver, BC	1,051	\$12,010,701.00
SL12	12		2099 West 48th Avenue, Vancouver, BC	3,043	

## Appendix B

## Quantity Surveyor's Report - Minimum Requirements

## Initial Project Review

- 1. Review of general contract and/or materials and trade contracts (as appropriate) to ensure they are consistent with the timely completion of the Project on budget.
- 2. A review of the materials suppliers and subtrades contractors with respect to their experience and ability to perform their respective contract obligations.
- 3. Review and determination of the Project completion schedule.
- 4. A review of the Project Budget including all material line items to ensure that the budget is adequate to complete the Project.
- 5. Complete or approve a Project cash flow schedule.
- 6. Confirmation of registration of residential Projects with New Home Warranty.
- 7. Confirm that all necessary permits are available or report on their status.
- 8. Comment on any area of the Project, which may, in the opinion of the QS, represent potential problem areas.
- 9. Review geotechnical, environmental, building envelope, engineering and other consultants' reports to determine that the Project design is consistent with the requirements outlined in the reports.
- 10. Comment specifically on the adequacy of the Contingency Reserve for the Project.
- 11. Comment on the percentage of subtrades contracts that, at the date of the report, are fixed.
- 12. Review and make any recommendations necessary with respect to bonding.
- 13. Comment on the requirement for Letters of Credit or bonds and how they are being dealt with from a budget point of view.
- 14. Comment on the plan with respect to Lien Holdbacks and the payment of taxes including GST.
- 15. Confirmation that the Borrower has a minimum equity of \$18,911,280 in the Project as verified by the Quantity Surveyor's report.
- 16. A review and summary by the Quantity Surveyor of the Qualified Presold Units indicating that all purchases are binding, compliant with REDMA and in good standing with confirmation of deposits received, held and insured;
- 17. Confirmation by the Quantity Surveyor of residential Qualified Presales that generate in aggregate not less than \$80,298,128 in Gross Revenue net of GST (the "Qualified Presold Unit Test").

## **Draw Requests**

- 1. Review the Project Budget and any changes in costs on a line item basis.
- 2. Comment on any changes to plans or specifications.
- 3. Comment on the progress of construction and any problems areas.
- 4. Photos of work in place.
- 5. Review with the developer and general contractor (and subtrades as necessary), all invoices for the current period and ensure that payments have been made as agreed in respect of all previous invoices.
- 6. Provide accounting for Lien Holdbacks as per statutory requirements.
- 7. On a best efforts basis, verbally confirm with trades on site that they are current in respect to payments.
- 8. Track any Letters of Credit that form part of the budget.
- 9. Advise of recommended draw amounts on a cost to complete basis.
- 10. Identify the amount of any cost overruns to be funded under the Loan.

This is **Exhibit "H"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

January 1, 2023

1076255 B.C. LTD. 200 - 5511 West Blvd Vancouver, B.C. V6M 4H3

Attention: Ms. Xiao Song Zheng

Dear Madam:

Re: \$18,500,000 mezzanine loan secured by, *inter alia*, a second mortgage charge on mixed-use development consisting of 46 residential units and 12 commercial units located at 2096 West 47th Avenue, Vancouver, British Columbia.

On the basis of the information and documentation, provided by 1076255 B.C. LTD. (the "Borrower") to Peterson Investment Group Inc. (the "Lender"), and at the request of the Borrower, we hereby agree to amend the above-noted mezzanine financing to you on the terms and conditions contained herein (the "Amended Commitment"). Reference is made to the commitment letter dated October 5, 2022 (the "Original Commitment") from the Lender to the Borrower. If not otherwise defined herein, all capitalized terms used in this Amended Commitment shall have the meaning given to them in the Original Commitment.

The Lender, the Borrower and the Guarantors hereby agree as follows:

1. The Original Commitment is modified such that the paragraph under "PAYMENTS" is hereby deleted in its entirety and replaced with the following:

## **PAYMENTS:**

Interest payments on the advanced portion of the Loan will be due monthly, on the first day of each month during the Term, at the Interest Rate as defined above up to and including January 1, 2023 and, thereafter, interest payments on the advanced portion of the Loan will be accrued monthly, on the first day of each month during the Term, at the Interest Rate as defined above. Principal and all interest accrued or otherwise owing will be due upon expiration of the Term, subject to earlier acceleration and demand for repayment following the occurrence of an Event of Default.

2. The Original Commitment is modified such that the paragraph under "COMMITMENT FEE" is hereby deleted in its entirety and replaced with the following:

The Lender shall be entitled to a fee of \$555,000 (3.00% of the authorized Loan Amount) (the "Commitment Fee") deemed to be earned upon execution of the Commitment Letter by the Borrower. The Borrower shall pay the Lender \$31,000.00 of the Commitment Fee each month with such payments commencing upon the initial advance of Tranche 2 (as defined in the Approved First Mortgage Commitment Letter) of the Approved First Mortgage Loan and continuing on the first day of each month during the Term up to and including January 1, 2023. The remaining balance of the Commitment Fee, being \$431,000, and any other portion owing to the Lender but not paid is fully due and payable upon the expiration of the Term.

#### 3. TIME SHALL BE OF THE ESSENCE:

Time shall continue to be of the essence with respect to all terms and conditions of the Original Commitment, as hereby amended.

#### 4. INTERPRETATION OF CONTRACT:

This Amended Commitment shall be interpreted in accordance with the laws of the Province of British Columbia and shall be treated in all respects as a British Columbia contract.

## 5. RATIFICATION OF THE ORIGINAL COMMITMENT AND THE AMENDED COMMITMENT:

Each of the terms and conditions of the Original Commitment and the Security Documents, as amended by this Amended Commitment, shall remain in full force and effect, and are hereby confirmed and ratified. Except as may be amended by the terms and conditions of this Amended Commitment, the terms and conditions of the Original Commitment shall apply mutatis mutandis. In the event there are any inconsistencies between the terms and conditions of the Original Commitment and the terms and conditions of this Amended Commitment, the terms and conditions of this Amended Commitment shall govern and prevail.

### 6. CONFIDENTIALITY:

The Borrower and each of the Guarantors will maintain the confidentiality of the terms of the Loan and the contents of the Original Commitment, this Amended Commitment and the Security Documents, except that the Borrower and each of the Guarantors may disclose the terms hereof to its senior employees, lawyers, investors or advisors or as required by law, provided that the Borrower and each of the Guarantors agree to inform its senior employees, lawyers, investors and advisors of this confidentiality provision and to instruct each of them to comply with this provision.

## 7. COUNTERPARTS:

This Amended Commitment may be executed in several counterparts, each of which shall be deemed to be an original and all counterparts, taken together, shall constitute one and the same instrument and it shall not be necessary in making proof of this Amended Commitment to produce or account for more than one such counterpart signed manually or by facsimile copy thereof.

## 8. ELECTRONIC TRANSMISSION:

An electronically transmitted version of this signed Amended Commitment may be relied upon by the Lender and the Borrower to the same extent as the original executed version.

#### 9. OFFER AND ACCEPTANCE:

This offer to amend the Loan is open for acceptance until 3:00pm, January 4, 2023; otherwise this offer to amend the Loan shall become null and void. If the terms and conditions of this Amended Commitment are acceptable to the Borrower and each of the Guarantors, please indicate your acceptance by signing, dating and returning a copy of this Amended Commitment, by no later than 3:00pm, January 4, 2023. The Lender, by signing this Amended Commitment, acknowledges that this constitutes a binding commitment by it to amend the financing of the Loan, on and subject to the terms and conditions contained herein.

Yours truly,

PETERSON INVESTMENT GROUP INC.

Per:

Evan Carew-Gibson, Vice President, Mortgage Investments

ACCEPTED by the parties indicated on the <u>4</u> day of January, 2023.
Borrower:
1076255 B.C. LTD.
Per:
LIGHTSTONE DEVELOPMENT LTD.
Per:
Guarantors:
1082463 B.C. LTD.
Per:
1218548 B.C/LTD.
Per:
GOLD COAST INDUSTRIES LTD.
Per: W and
XIAO SONG ZHENG
XIAO LI
WM GN

**YING ZHENG YU** 

This is **Exhibit "I"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

April 19, 2023

1076255 B.C. LTD. 200 - 5511 West Blvd Vancouver, B.C. V6M 4H3

Attention: Ms. Xiao Song Zheng

Dear Madam:

Re: \$18,500,000 mezzanine loan secured by, *inter alia*, a second mortgage charge on a mixed-use development consisting of 46 residential units and 12 commercial units located at 2096 West 47th Avenue, Vancouver, British Columbia.

Reference is made to the commitment letter dated October 5, 2022 (the "Original Commitment"), as amended by an amending letter dated January 1, 2023 (the "Amended Commitment" and, together with the Original Commitment, the "Commitment") from Peterson Investment Group Inc. (the "Lender") to 1076255 B.C. Ltd. (the "Borrower"). As a result of recent circumstances, the Lender confirms that it will continue to provide the above-noted mezzanine financing to the Borrower on the terms and conditions contained herein (the "Second Amended Commitment"). If not otherwise defined herein, all capitalized terms used in this Second Amended Commitment shall have the meaning given to them in the Commitment.

The Lender, the Borrower and the Guarantors hereby agree as follows:

- 1. The Original Commitment is modified such that the paragraph under "COMMITMENT FEE" is hereby deleted in its entirety and replaced with the following:
  - The Lender shall be entitled to a fee of \$680,000 (the "Commitment Fee") deemed to be earned upon execution of the Commitment Letter by the Borrower. The Borrower shall pay the Lender \$31,000.00 of the Commitment Fee each month with such payments commencing upon the initial advance of Tranche 2 (as defined in the Approved First Mortgage Commitment Letter) of the Approved First Mortgage Loan and continuing on the first day of each month during the Term up to and including January 1, 2023. The remaining balance of the Commitment Fee, being \$556,000, and any other portion owing to the Lender but not paid is fully due and payable upon the expiration of the Term.
- 2. The Original Commitment is modified such that the paragraph under "CONDITIONS PRECEDENT" on pages 6 through 8 be amended by deleting subparagraphs 3(s) and (t) and replacing them with the following:
  - "(s) payment of any portion of the Commitment Fee and any Third Party Expenses which are due and payable;

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- (t) at the request of the Lender, a copy of the bank account form submitted to National Bank of Canada establishing and authorizing the signatories for the holdback account (the "Holdback Account") for the Project pursuant to the Builders Lien Act, which signatories must include at least one representative of Urban One as a required signatory for all banking transactions including electronic transactions;
- (u) confirmation from Urban One that it has been given the ability to check and monitor the Holdback Account in real time on-line; and
- (v) such additional documents and information as the Lender may reasonably require."
- 3. The Original Commitment is modified such that the paragraph under "CONDITIONS OF ADVANCE" be amended by replacing subsection 1(d) with the following:
  - "(d) evidence satisfactory to the Lender that there have been no changes to the requirement that a representative of Urban One authorize all banking transactions, including electronic transactions, for the Holdback Account;
  - (e) confirmation from Urban One that they have recently checked the balance of the Holdback Account and such is sufficient and satisfactory to them relative to the requirements of the Builders Lien Act;
  - (f) a copy of the bank statement for the Holdback Account prior to each draw confirming the account balance is consistent with the certificate issued by the quantity surveyor; and
  - (g) such additional documents and information as the Lender may reasonably require."
- 4. The Original Commitment is modified such that the paragraph under "Conditions of Lending" be amended by adding the following paragraph 9:
  - "9. The Borrower shall establish and maintain at least one representative of Urban One as a signatory for the Holdback Account and the arrangements with National Bank of Canada (or any other institution that may, from time to time, maintain the Holdback Account) shall require a representative of Urban One to authorize all banking transactions, including electronic transactions, in connection with the Holdback Account at all times."

#### 5. TIME SHALL BE OF THE ESSENCE:

Time shall continue to be of the essence with respect to all terms and conditions of the Commitment, as hereby amended.

#### 6. INTERPRETATION OF CONTRACT:

This Second Amended Commitment shall be interpreted in accordance with the laws of the Province of British Columbia and shall be treated in all respects as a British Columbia contract.

#### 7. RATIFICATION OF THE ORIGINAL COMMITMENT AND THE AMENDED COMMITMENT:

Each of the terms and conditions of the Commitment and the Security Documents, as amended by this Second Amended Commitment, shall remain in full force and effect, and are hereby confirmed and ratified. Except as may be amended by the terms and conditions of this Second Amended Commitment, the terms and conditions of the Commitment shall apply mutatis mutandis. In the event there are any inconsistencies between the terms and conditions of the Commitment and the terms and conditions of this Second Amended Commitment, the terms and conditions of this Second Amended Commitment shall govern and prevail.

#### 8. CONFIDENTIALITY:

The Borrower and each of the Guarantors will maintain the confidentiality of the terms of the Loan and the contents of the Commitment, this Second Amended Commitment and the Security Documents, except that the Borrower and each of the Guarantors may disclose the terms hereof to its senior employees, lawyers, investors or advisors or as required by law, provided that the Borrower and each of the Guarantors agree to inform its senior employees, lawyers, investors and advisors of this confidentiality provision and to instruct each of them to comply with this provision.

#### 9. COUNTERPARTS:

This Second Amended Commitment may be executed in several counterparts, each of which shall be deemed to be an original and all counterparts, taken together, shall constitute one and the same instrument and it shall not be necessary in making proof of this Second Amended Commitment to produce or account for more than one such counterpart signed manually or by facsimile copy thereof.

#### 10. ELECTRONIC TRANSMISSION:

An electronically transmitted version of this signed Second Amended Commitment may be relied upon by the Lender and the Borrower to the same extent as the original executed version.

#### 11. OFFER AND ACCEPTANCE:

This offer to amend the Loan is open for acceptance until 3:00pm, April 21, 2023; otherwise this offer to amend the Loan shall become null and void. If the terms and conditions of this Second Amended Commitment are acceptable to the Borrower and each of the Guarantors, please indicate your acceptance by signing, dating and returning a copy of this Second Amended Commitment, by no later than 3:00pm, April 21, 2023. The Lender, by signing this Second Amended Commitment, acknowledges that this constitutes a binding commitment by it to amend the financing of the Loan, on and subject to the terms and conditions contained herein.

Yours truly,

PETERSON INVESTMENT GROUP INC.

Per:

Evan Carew-Gibson, Vice President, Mortgage Investments

ACCEPTED by the parties indicated on the day of April, 2023.
Borrower:
1076255 B.C. LTP.
Per:
LIGHTSTONE DEVELOPMENT LTD.
Per:
Guarantors:
1082463 B.C. LTD.
Per:
1218548 B.C. LTD.
Per:
GOLD COAST INDUSTRIES LTD.
Per:
XIAO SONG ZHENG
WIM GOV
VING ZHENG VII

This is **Exhibit "J"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

#### **GUARANTEE**

To: PETERSON INVESTMENT GROUP INC.

In consideration of PETERSON INVESTMENT GROUP INC. (herein called the "Lender") dealing with 1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD. (herein together called the "Customer") and one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby jointly and severally unconditionally guarantee(s) payment to the Lender of all present and future debts and liabilities direct or indirect, absolute or contingent, now or at any time and from time to time hereafter due or owing to the Lender from or by the Customer whether as principal or surety, and whether incurred by the Customer alone or jointly with any other Corporation, person or persons, or otherwise howsoever: provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to the principal amount of Eighteen Million, Five Hundred Thousand Dollars (\$18,500,000.00) (the "Limited Amount"), plus interest and together with all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Lender, the receiver, receiver-manager or agent of the Customer, or the agent of the Lender in the perfection and enforcement of this Guarantee and of any security held by the Lender in respect of such indebtedness, obligations, liabilities, expenses and interest.

Provided that if this Guarantee is expressed to be made in respect of a Limited Amount, the undersigned shall, in addition to the Limited Amount be liable for all amounts received by the undersigned as trustee for the Lender in accordance with paragraphs 12 or 17 and all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Lender, its receiver, receiver-manager or agent of the Customer, or the agent of the Lender in the perfection and enforcement of this Guarantee.

# And the undersigned and each of them (if more than one) hereby jointly and severally agree(s) with the Lender as follows:

- The sum collectible by the Lender under this Guarantee shall include interest accruing on the debt owed by the Customer to the Lender at the respective rates of interest applicable to the various obligations of the Customer which constitute the Customer's debts and liabilities to the Lender. Where the Customer is liable to the Lender for interest calculated at more than one rate, then the particular rate of interest charged on a particular obligation shall continue to apply hereunder in respect of such obligation both before and after default and before and after judgment.
- 2. Every certificate issued under the hand of any director, officer or manager of the Lender, purporting to show the amount at any particular time due and payable to the Lender and covered by this Guarantee, shall be received as conclusive evidence against the undersigned that such amount is at such time due and payable to the Lender and is covered hereby.
- 3. If this Guarantee is expressed to be made in respect of a Limited Amount and the Limited Amount is less than the obligation or the aggregate of the obligations of the Customer, then a certificate by the Manager or Acting Manager of the Lender where the Customer's account is

kept shall be conclusive as to which of the obligations of the Customer are being allocated for collection under this Guarantee and the rate or rates of interest applicable.

- 4. If the Customer is a corporation, no change in the name, objects, capital stock or constitution of the Customer shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Lender of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner including, without limitation, by amalgamation with the Customer.
- 5. The Lender shall not be obliged to inquire into the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Lender in exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits is in excess of the powers of the Customer or of its directors or other agents, or is in any way irregular, defective or informal.
- 6. If the Customer is a partnership, no change in the name of the Customer's firm or in the membership of the Customer's firm through the death, retirement or introduction of one or more partners or otherwise, or by the disposition of the Customer's business in whole or in part, shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Lender of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner.
- The Lender, without exonerating in whole or in part the undersigned, may grant time, 7. renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may cease or refrain from giving credit or making loans or advances to, may accept compositions from, and may otherwise deal with the Customer and all other persons (including the undersigned and any other guarantor) and securities, as the Lender may see fit, and all dividends, compositions, and moneys received by the Lender from the Customer or from any other persons or estates capable of being applied by the Lender in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross. No loss of or in respect of the securities received by the customer or others, whether occasioned by the fault of the Lender or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee. Until all indebtedness of the Customer to the Lender has been paid in full, the undersigned shall not have any right of subrogation to the Lender or to the securities held by the Lender and this Guarantee shall not be diminished or affected on account of any act or failure to act on the part of the Lender which would prevent subrogation from operating in favour of the undersigned. The Lender shall be entitled to prove against the estate of the Customer upon any insolvency or windingup in respect of the whole of said debts and liabilities; and the undersigned shall have no right to be subrogated to the Lender or to the securities held by the Lender until the Lender has received payment in full of its claim with interest.

- 8. The Lender, in its sole discretion and as the Lender sees fit, without in any way prejudicing or affecting the rights of the Lender hereunder, may appropriate any moneys received to any portion of the debts and liabilities hereby guaranteed, whether then due or to become due, and may revoke or alter any such appropriation.
- 9. This shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Lender, but the Lender shall not be obliged to enforce its rights against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every of the debts and liabilities hereby guaranteed: Provided always that the undersigned may determine his or her or their further liability under this continuing guarantee by 90 days' notice in writing to be given to the Lender, and the liability hereunder of the undersigned shall continue until the expiration of 90 days after the giving of such notice, notwithstanding the death or insanity of the undersigned, and after the expiry of such notice the undersigned shall remain liable under this Guarantee in respect of any sum or sums of money owing to the Lender as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Lender on or before such date but maturing thereafter, but in the event of the determination of this Guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.
- 10. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Lender.
- 11. The undersigned hereby grants to the Lender the right to set off against any and all accounts, credits or balances maintained by the undersigned with the Lender, the aggregate amount of any and all liabilities of the undersigned hereunder if and when the same shall become due and payable.
- 12. All debts and liabilities present and future of the Customer to the undersigned are hereby assigned to the Lender and postponed to the present and future debts and liabilities of the Customer to the Lender and all moneys received by the undersigned from the Customer shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender until the Customer's indebtedness to the Lender is fully paid and satisfied; all without prejudice to or without in any way limiting or lessening the liability of the undersigned to the Lender whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise.
- 13. The Lender shall not be obliged to give the undersigned notice of default by the Customer, and upon any default by the Customer the undersigned shall beheld bound directly to the Lender as principal debtor in respect of the payment of the amounts hereby guaranteed.
- 14. No suit based on this Guarantee shall be instituted until demand for payment has been made. Any notice, demand or court process may be served by the Lender on the undersigned or his or her or their legal personal representatives either personally or by posting the same by

ordinary mail postage prepaid, in an envelope addressed to the address of the party to be served last known to the Lender, and the notice or demand so sent shall be deemed to be served on the day following that on which it is mailed.

- 15. This Guarantee shall be operative and binding upon every signatory hereof notwithstanding the non-execution hereof by any other proposed signatory or signatories, and the undersigned acknowledges that this Guarantee has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the undersigned affecting or limiting the liability of the undersigned under this Guarantee or inducing the undersigned to grant this Guarantee except as specifically contained herein in writing, and agrees that this Guarantee is in addition to and not in substitution for any other guarantees held or which may hereafter be held by the Lender.
- 16. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions shall be binding on the Lender unless made in writing under the signature of either the President or one of the Vice-Presidents of the Lender.
- 17. The undersigned shall file all claims against the Customer in any bankruptcy or other proceedings in which the filing of claims is required by law or upon any indebtedness of the Customer to the undersigned and will assign to the Lender all of the undersigned's rights thereunder. In all such cases, whether an administration, bankruptcy, or otherwise, the person or persons authorized to pay such claims shall pay to the Lender the full amount payable on the claim in the proceeding before making any payment to the undersigned; all without in any way limiting or lessening the liability of the undersigned to the Lender whether this Guarantee is expressed to be made in respect of a Limited Amount or otherwise. All moneys received by the undersigned in all such cases shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender until the Customer's indebtedness is fully paid and satisfied. To the fullest extent necessary for the purposes of this paragraph 17 the undersigned hereby assigns to the Lender all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled.
- 18. In this Guarantee, any word importing the singular number shall include the plural, and without restricting the generality of the foregoing, where there is more than one undersigned any reference to the undersigned refers to each and every one of the undersigned, and any word importing a person shall include a corporation, partnership and any other entity.
- 19. If this Guarantee is executed by more than one party, the liability of each of the undersigned hereunder shall be joint and several.
- 20. This Guarantee shall extend to and enure to the benefit of the successors and assigns of the Lender, and shall be binding upon the undersigned and the respective heirs, executors, administrators, successors and assigns of each of the undersigned.
- 21. No invalidity, irregularity or unenforceability by reason of any bankruptcy or similar law or any law or order of any government or agency thereof purporting to reduce, amend or otherwise

affect the liability of the Customer to the Lender or of any security therefor, shall affect, impair or be a defence to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

- 22. With respect to any portion of the indebtedness secured hereby which is payable in a currency other than Canadian currency (the "Foreign Currency Obligation"), the following provisions shall apply:
  - (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "Foreign Currency") in such form as shall be customary at the time of payment for settlement of international payments in Vancouver, British Columbia without set-off compensation or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposes, deductions, charges and withholdings with respect thereto.
  - (b) The undersigned shall hold the Lender harmless from any loss incurred by the Lender arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of payment thereof.
  - (c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), the rate of exchange used shall be that at which in accordance with normal banking procedures the Lender could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the undersigned in respect of any Foreign Currency Obligation due by it to the Lender hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Lender of any sum adjudged to be so due in Canadian dollars the Lender may in accordance with normal banking procedures purchase the Foreign Currency with Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to the Lender in the Foreign Currency the undersigned agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Lender against such loss and if the Foreign Currency purchased exceeds the sum originally due to the Lender in the Foreign Currency the Lender agrees to remit such excess to the undersigned to the extent the undersigned is entitled thereto.

23. All the rights, powers and remedies of the Lender hereunder and under any other agreement now or at any time hereafter in force between the Lender and the undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Lender at law or in equity.

- 24. The undersigned by its signature of this Guarantee on the one hand and the Lender by making this Guarantee available to the undersigned on the other hand acknowledge having expressly required it to be drawn up in the English language.
- 25. This Guarantee shall be construed in accordance with the laws of the Province of British Columbia and shall be deemed to have been made in such Province and to be performed there, and the Courts of such Province shall have jurisdiction over all disputes which may arise under this Guarantee, provided that nothing herein contained shall prevent the Lender from proceeding at its election against the undersigned in the courts of any other province or country.

If the undersigned becomes resident outside the Province referred to in this paragraph 25 then the undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph 25 in respect of any proceeding hereon. Service of any process upon the undersigned may be made by ordinary mail in an envelope addressed to the following address:

200 – 5511 West Blvd., Vancouver, B.C. V6M 4H3

or in any other manner permitted by law.

- 26. This guarantee may be executed in counterparts and delivered by facsimile, pdf or other means of electronic transmission, which counterparts so delivered shall together constitute one and the same document as if originally executed and delivered.
- 27. This guarantee is in addition to and not in substitution for any other guarantees held or which may hereafter be held by the Lender.
- 28. Each of the undersigned acknowledges and agrees that it is the intention of the parties that this Guarantee be construed as a deed.

[EXECUTION PAGE TO FOLLOW]

Dated at <u>Vancouver</u> , British Co 2022.	lumbia, this <u>1944</u> day of <u>October</u> ,
by its authorized signatory(ies):  Per: Authorized Signatory	
Per: Authorized Signatory	
hy its authorized signatory(ies):  Per:  Authorized Signatory	
Per:Authorized Signatory	
<b>GOLD COAST INDUSTRIES LTD.</b> by its authorized signatory(ies):	
Per:Authorized Signatory	
Per:Authorized Signatory	ON NEXT PAGE!

Dated at		, British Columbia, this	day of
2022.			
	<b>B.C. LTD.</b> horized signatory(ies):		
Dy its aut	nonzeu signatory(les).		
Per:	horized Signatory		
Aut	nonzed Signatory		
Per:			
Aut	horized Signatory		
1218548	B.C. LTD.		
	horized signatory(ies):		
Per:			
Aut	horized Signatory		
Per:	horized Signatory		
Au	inorized Signatory		•
	AST INDUSTRIES LTD. horized signatory(ies);		
	12 4		
D	WIM & J		
Per:	chorized Signatory		
Per:			
Aut	thorized Signatory		

Signed by XIAO SONG ZHENG in the presence of:  Witness Signature	XIAO SONG ZHENG
Address  Barrister & Solicitor  CLARK WILSON LLP  900 - 885 WEST GEORGIA STREET  VANCOUVER, BC V6C 3H1  T. 604.687.5700  Occupation	
Signed by XIAO LI in the presence of:  Witness Signature  BHAGWANT DHALIWAL  Address  Barrister & Solicitor  CLARK WILSON LLP  900 - 885 WEST GEORGIA STREET  VANCOUVER, BC V6C 3H1  T. 604.687.5700  Occupation	XIAO LI
Signed by YING ZHENG YU in the presence of:  Witness Signature  BHAGWANT DHALIWAL  Address  Barrister & Solicitor  CLARK WILSON LLP  900 - 885 WEST GEORGIA STREET  VANCOUVER, BC V6C 3H1  T. 604.687.5700  Occupation	) ) ) YING ZHENG YU ) ) )

technology

Signed by XIAO SONG ZHENG in the presence of:	
Witness Signature )	XIAO SONG ZHENG
Address	
Occupation )	
Signed by XIAO LI in the presence of: )	
Witness Signature )	XIAO LI
Address )	
Occupation )	
Signed by YING ZHENG YU in the ) presence of:	Wm 325
Witness Signature )	YING ZHENG YU
Address )	
Occupation )	

This is **Exhibit "K"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

#### **UNLIMITED GUARANTEE - COST OVERRUN AND COMPLETION**

To:

PETERSON INVESTMENT GROUP INC.

(the "Lender")

From:

**1082463 B.C. LTD.** (Inc. No. BC1082463) **1218548 B.C. LTD.** (Inc. No. BC1218548)

GOLD COAST INDUSTRIES LTD. (Inc. No. BC1039294)

**XIAO SONG ZHENG** 

XIAO LI

YING ZHENG YU

c/o 200 - 5511 West Blvd., Vancouver, B.C. V6M 4H3

(collectively, the "Obligor")

Borrower:

1076255 B.C. LTD. (Inc. No. BC1076255)

LIGHTSTONE DEVELOPMENT LTD. (Inc. No. BC1083494) c/o 200 – 5511 West Blvd., Vancouver, B.C. V6M 4H3

(together, the "Borrower")

Re:

Commitment letter from the Lender to the Borrower dated October 5, 2022 (as may be amended, restated, supplemented, extended, replaced or otherwise

modified from time to time, the "Commitment Letter")

Aggregate Amount

of Loan(s):

\$18,500,000.00 (the "Loan")

In consideration and as a condition of the Lender agreeing to make the Loan available to the Borrower in accordance with the terms of the Commitment Letter from the Lender to the Borrower and for other good and valuable consideration given to the Obligor, the Obligor irrevocably agree(s) with the Lender as follows:

- 1. If the Borrower defaults in making any payment of interest when it is due under the Commitment Letter or the Security described in the Commitment Letter and such default continues for 30 days or more, the Obligor will, immediately on demand by the Lender, pay to the Lender the amount of the unpaid interest.
- 2. In addition, if there are any cost overruns on the Project ("Cost Overruns"), in excess of the amount of Cost Overruns financed by the Lender under the Loan, the Obligor will, on demand by the Lender and as directed by the Lender, immediately pay the amount of such Cost Overruns to the Lender.

Any amount paid to the Lender by the Obligor under this section will be held by the Lender as cash collateral for the obligations of the Borrower to the Lender until the Lender decides, in its discretion, to release it to the Borrower to be used by the Borrower in the Project.

- 3. The Obligor shall cause the Borrower to promptly complete the Project strictly in accordance with the terms and conditions of the construction budgets and schedules, plans, drawings and specifications for the Project delivered or to be delivered by the Borrower to, and approved by the Lender. In the event of default of this provision, the Obligor shall, on demand by the Lender, forthwith take all necessary steps to promptly complete the Project in such manner.
- 4. The Obligor shall cause the Borrower to promptly complete the Project free and clear of all liens, charges, mortgages and other encumbrances (collectively, "Liens") except those expressly permitted by the Lender, and the Obligor shall cause any unpermitted Liens to be promptly discharged from title to the Land.
- 5. The obligations of the Obligor under paragraphs 1 to 4 are continuing obligations in favour of the Lender and will not be terminated by reason of a demand being made on the Obligor by the Lender under this Agreement, and the Lender may demand and re-demand payment by the Obligor under paragraphs 1 to 4 from time to time.
- 6. Nothing contained in this Agreement will limit the right of the Lender to make demand for repayment by the Borrower of the Loan as set out in the Commitment Letter. If such demand is made, the Obligor will be obligated under paragraph 1 to make payment of interest accruing under the Loan on the last day of each month until the Loan is repaid in full.
- 7. The records of the Lender will be presumed to correctly state the interest payable to the Lender from time to time and the failure of the Borrower to pay any interest when due under the Loan and the Security.
- 8. This Agreement will be in addition to and not in substitution for the Security or other security now held or later acquired by the Lender, and will apply regardless of:
  - (a) any transaction which may take place between the Borrower and the Lender; or
  - (b) the release in whole or in part of any security given by the Borrower or any other person to the Lender; or
  - (c) any discontinuance, reduction, increase, extension or other variance of the credit granted by the Lender to the Borrower or any time, waiver or consent or other indulgences granted to, or any release of or compromise or other dealing of any kind with, the Borrower or any other person.
- 9. This Agreement does not change, or release the Obligor from, any of the obligations of the Obligor under any other agreements with the Lender. Also, this Agreement does not affect any other security the Lender holds for the payment of the Loan, or any other rights the Lender may have to enforce payment of the Loan and interest on the Loan.

- 10. If, at any time, all or any part of any provision of this Agreement is illegal, invalid or unenforceable under any applicable law or would, by reason of the provisions of any such law, not allow the Lender to collect the amount of any loss suffered by the Lender as a result of the Lender's making the Loan, then such provision will not apply and this Agreement will continue in full force and effect as if it had been executed without such illegal, invalid, unenforceable or inconsistent provision.
- 11. This Agreement will also be binding on the permitted successors and permitted assigns of the Obligor, and will benefit the Lender and the Lender's successors and assigns. If more than one person signs this Agreement as Obligor, each will be jointly and severally bound to comply with all obligations under this Agreement.
- 12. Unless the context requires otherwise, words in the singular include the plural and vice versa. The word "person" includes any individual, corporation, partnership, limited partnership, joint venture, society, trust, or any other type of entity.
- 13. Any written notice under this Agreement may be given to the Obligor and is considered to have been received by all parties when the Lender sends it to the address set out on page 1 or, if applicable, to an alternate mailing address that the Obligor designates as the Obligor's address for notices. The Obligor will be considered to have received the notice within five days if the Lender sends it by regular mail.

Written notice will be considered to have been received by the Lender when it is received at the Lender's address indicated on page 1 or any other address that the Lender may specify in writing.

If there is more than one Obligor, written notice to any Obligor will be considered to be notice to all of them.

- 14. This Agreement will be governed by and be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 15. Any amendments to this Agreement must be in writing and signed by the Lender and the Obligor.
- 16. Capitalized terms used herein and not defined herein shall have the meanings given to such terms in the Commitment Letter.
- 17. This Agreement may be signed in counterparts and by facsimile or .pdf email transmission, and each such counterpart facsimile or .pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

[EXECUTION PAGES FOLLOW]

Dated	d this <u>1911</u> day of <u>(</u>	October,	2022.
	463 B.C. LTD. s authorized signatory(ies): Authorized Signatory	·	
Per:	Authorized Signatory	_	
	548 B.C. LTD. s authorized signatory(ies):		
Per:	Authorized Signatory		
Per:	Authorized Signatory	_	
	COAST INDUSTRIES LTD. authorized signatory(ies):		
Per:	Authorized Signatory	_ ·	
Per:	Authorized Signatory		

Dated	d this	day of	, 2022.
	<b>463 B.C. L</b> authorize	. <b>TD.</b> ed signatory(ies):	
Per:	Authorize	ed Signatory	
Per:	Authorize	ed Signatory	
	<b>548 B.C. l</b> authorize	. <b>TD.</b> ed signatory(ies):	
Per:	Authorize	ed Signatory	
Per:	Authorize	ed Signatory	
	s authoriz	NDUSTRIES LTD. ed signatory(ies):	
Per:	Authoriz	W 4 Signatory	
Per:	Authoriz	ed Signatory	

Signed by XIAO SONG ZHENG in the ) presence of:	
Witness Signature )	XIAO SONG ZHENG
Address )	
Occupation )	
Occupation	
Signed by XIAO LI in the presence of: )	
Witness Signature	XIAO LI
Address )	
Occupation	
Signed by YING ZHENG YU in the presence of:	Wing 3
Witness Signature	YING ZHENG YU
Address	
Occupation	) ) )

Signed by XIAO SONG ZHENG in the presence of:	
Witness Signature )	XIAO SONG ZHENG
	1
Address BHAGWANT DHALIWAL  Barrister & Solicitor  CLARK WILSON LLP  900 - 885 WEST GEORGIA STREET	
VANCOUVER, BC V6C 3H1	
Occupation T. 604.687.5700	
Signed by XIAO LI in the presence of:  Witness Signature  BHAGWANT DHALIWAL  Address  Barrister & Solicitor  CLARK WILSON LLP  900 - 885 WEST GEORGIA STREET  VANCOUVER, BC V6C 3H1  T. 604.687.5700  Occupation	XIAO LI
Signed by YING ZHENG YU in the presence of:	YING ZHENG YU
Address  BHAGWANT DHALIWAL  Barrister & Solicitor  CLARK WILSON LLP  900 - 885 WEST GEORGIA STREET  VANCOUVER, BC V6C 3H1	
Occupation 7. 604.687.5700	

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This is **Exhibit "L"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

#### **LETTER OF UNDERTAKING**

PETERSON INVESTMENT GROUP INC. Suite 1701 – 1166 Alberni Street Vancouver, B.C. V6E 3Z3

Attention: Evan Carew-Gibson

Dear Sirs:

RE: Loan facility in the principal amount of \$18,500,000 (the "Loan") provided by PETERSON INVESTMENT GROUP INC. (the "Lender") to 1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD. (together, the "Borrowers") and guaranteed by, among others, the guarantors as set out in the attached Schedule (the "Guarantors") pursuant to a commitment letter dated October 5, 2022 from the Lender to the Borrower (as amended, supplemented, restated or replaced from time to time, the "Commitment Letter")

In consideration of the Lender agreeing to make available the Loan to the Borrowers, the undersigned hereby jointly and severally undertake and agree with the Lender that:

- 1. Each of the undersigned, jointly and severally, agrees to fund any cost overruns in respect of the Project (as defined in the Commitment Letter) in excess of \$18,500,000.00 and complete the Project in accordance with the plans, specifications and timeline approved by the Lender.
- 2. A default under this letter of undertaking shall constitute a default under the Loan, the Commitment Letter and the security documents granted as security for the Loan, including under the guarantee to the Lender granted by the Guarantors;
- 3. This letter of undertaking is in addition to any and all other security documents granted as security for the Loan;
- 4. This letter of undertaking may be executed in counterparts and delivered by facsimile, pdf or other means of electronic transmission, which counterparts so delivered shall together constitute one and the same document as if originally executed and delivered;
- 5. The security hereby created shall be binding upon the respective administrators, successors, personal representatives and assigns of the undersigned;
- 6. This letter of undertaking shall be governed by the laws of the Province of British Columbia.

[EXECUTION PAGES TO FOLLOW]

DATED at <u>Jancouver</u> , British Columbia, as at the <u>191</u>	October h day of <del>Augus</del> t, 2022.
1076255 B.C. LTD. by its authorized signatory(ies):	LIGHTSTONE DEVELOPMENT LTD. by its authorized signatory(ies):
Per: Authorized Signatory	Per: Authorized Signatory
Per:Authorized Signatory	Per:Authorized Signatory
1082463 B.C. LTD. by its authorized signatory(ies):	1218548 B.C. LTD. by its authorized signatory(ies):
Per: Authorized Signatory	Per: Authorized Signatory
Per:Authorized Signatory	Per:Authorized Signatory
GOLD COAST INDUSTRIES LTD. by its authorized signatory(ies):	
Per:Authorized Signatory	
Per:Authorized Signatory	

DATED at	, British Columbia, as at the	day	y of August, 2022.
1076255 B.C. LTD. by its authorized signatory(ies	s):		TSTONE DEVELOPMENT LTD. authorized signatory(ies):
Per:Authorized Signatory		Per:	Authorized Signatory
Per:Authorized Signatory		Per:	Authorized Signatory
<b>1082463 B.C. LTD.</b> by its authorized signatory(ies	s):		548 B.C. LTD. authorized signatory(ies):
Per:Authorized Signatory		Per:	Authorized Signatory
Per:Authorized Signatory		Per:	Authorized Signatory
GOLD COAST INDUSTRIES LTD by its authorized signatory(ies			
Per: Number of Authorized Signatory			
Per:Authorized Signatory			

Address BHAGWANT DHALIWAL  Barrister & Solicitor  CLARK WILSON LLP  900 - 885 WEST GEORGIA STREET  VANCOUVER, BC V6C 3H1  T. 604.687.5700  Occupation	
Signed by XIAO LI in the presence of:  Witness Signature  BHAGWANT DHALIWAL  Address  Barrister & Solicitor  CLARK WILSON LLP  900 - 885 WEST GEORGIA STREET  VANCOUVER, BC V6C 3H1  T. 604.687.5700  Occupation	XIAO LI
Signed by YING ZHENG YU in the presence of:  Witness Signature  BHAGWANT DHALIWAL  Address Branster & Solicitor CLARK WILSON LLP 900 - 885 WEST GEORGIA STREET VANCOUVER, BC V6C 3H1 T. 604.687.5700  Occupation	YING ZHENG YU

BI:54210-54\SAL-025885\_1\_1

Signed by XIAO SONG ZHENG in the presence of:	
Witness Signature	XIAO SONG ZHENG
Address	
Occupation )	
Signed by XIAO LI in the presence of: )	
Witness Signature )	XIAO LI
Address )	
Occupation )	
Signed by YING ZHENG YU in the ) presence of:	Wagzw
Witness Signature )	YING ZHENG YU
Address )	
Occupation	

#### SCHEDULE

#### **GUARANTORS**

- 1) 1082463 B.C. Ltd.
- 2) 1218548 B.C. Ltd.
- 3) Gold Coast Industries Ltd.
- 4) Xiao Song Zheng
- 5) Xiao Li
- 6) Ying Zheng Yu

This is **Exhibit "M"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia



CB293126-CB293127

1. Application		Document Fees: \$1
Koffman Kalef LLP 1900-885 West Georgia Street Vancouver BC V6C 3H4	Sierra Lidbetter, Applicant's Agent File No. 54210-54	
2. Description of Land		***************************************
PID/Plan Number Legal Description  031-145-884 LOT 1 BLOCK 2 DISTR	RICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT	PLAN EPP91453
. Borrower(s) (Mortgagor(s))		
<b>1076255 B.C. LTD.</b> 101 - 6386 EAST BOULEVARD VANCOUVER BC V6M 3J5	BC1076255	
Lender(s) (Mortgagee(s))		
	BC1059668	
PETERSON INVESTMENT GROUP INC. 1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3		
1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3		
1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3  Payment Provisions Principal Amount	Interest Rate	Interest Adjustment Date
1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3  Payment Provisions Principal Amount \$18,500,000.00	SEE SCHEDULE	N/A
1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3  Payment Provisions Principal Amount \$18,500,000.00  Interest Calculation Period	SEE SCHEDULE Payment Dates	N/A First Payment Date
1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3  Payment Provisions Principal Amount \$18,500,000.00	SEE SCHEDULE	N/A
1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3  5. Payment Provisions Principal Amount \$18,500,000.00  Interest Calculation Period DAILY, AND COMPOUNDED	Payment Dates FIRST DAY OF EACH MONTH  Interest Act (Canada) Statement. The equivalent rate of interest	<b>N/A</b> First Payment Date
. Payment Provisions Principal Amount \$18,500,000.00 Interest Calculation Period DAILY, AND COMPOUNDED MONTHLY	Payment Dates FIRST DAY OF EACH MONTH  Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	N/A First Payment Date N/A
1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3  5. Payment Provisions Principal Amount \$18,500,000.00  Interest Calculation Period DAILY, AND COMPOUNDED MONTHLY Amount of each periodic payment	Payment Dates FIRST DAY OF EACH MONTH  Interest Act (Canada) Statement. The equivalent rate of interest	N/A  First Payment Date  N/A  Last Payment Date
Payment Provisions Principal Amount \$18,500,000.00  Interest Calculation Period DAILY, AND COMPOUNDED MONTHLY  Amount of each periodic payment INTEREST ONLY  Assignment of Rents which the applicant wants	Payment Dates FIRST DAY OF EACH MONTH  Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum Place of payment	N/A  First Payment Date N/A  Last Payment Date N/A  Balance Due Date
. Payment Provisions Principal Amount \$18,500,000.00 Interest Calculation Period DAILY, AND COMPOUNDED MONTHLY Amount of each periodic payment INTEREST ONLY  Assignment of Rents which the applicant wants registered?	Payment Dates FIRST DAY OF EACH MONTH  Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum	N/A  First Payment Date  N/A  Last Payment Date  N/A
1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3  5. Payment Provisions Principal Amount \$18,500,000.00 Interest Calculation Period DAILY, AND COMPOUNDED MONTHLY Amount of each periodic payment INTEREST ONLY  Assignment of Rents which the applicant wants	Payment Dates FIRST DAY OF EACH MONTH  Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum Place of payment	N/A  First Payment Date  N/A  Last Payment Date  N/A  Balance Due Date
1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3  5. Payment Provisions Principal Amount \$18,500,000.00 Interest Calculation Period DAILY, AND COMPOUNDED MONTHLY Amount of each periodic payment INTEREST ONLY  Assignment of Rents which the applicant wants registered? Yes If yes, page and paragraph number: PAGE 22, PARAGRAPH 10, D.F. NO.	Payment Dates FIRST DAY OF EACH MONTH  Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum Place of payment	N/A  First Payment Date  N/A  Last Payment Date  N/A  Balance Due Date  ON DEMAND

Fee Simple



9. Mortgage Terms

Part 2 of this mortgage consists of:

(b) Filed Standard Mortgage Terms

D F Number: MT000017

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

SEE SCHEDULE.

11. Prior Encumbrances Permitted by Lender

#### SEE SCHEDULE.

#### 12. Execution(s)

This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Witnessing Officer Signature

**Execution Date** 

Borrower / Party Signature(s)

YYYY-MM-DD

2022-10-19

1076255 B.C. LTD. By their Authorized Signatory

**BHAGWANT DHALIWAL Barrister & Solicitor CLARK WILSON LLP** 900 - 885 WEST GEORGIA STREET VANCOUVER BC V6C 3H1

T. 604-687-5700

# Per: Xiao Song Zheng

# 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.

Robert lan Parsons LNFSA2 Date: 2022-10-20 13:45:06 -07:00

Digitally signed by Robert Ian Parsons LNFSA2

## **FORM E**

SCHEDULE Page 3

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

## 5. PAYMENT PROVISIONS:

Interest rate:

Interest shall accrue on the Indebtedness at a rate (the "Interest Rate") equal to the greater of 10.00% per annum and the Prime Rate in effect from time to time plus 7.55% per annum, in each case calculated daily and compounded monthly.

## 10. ADDITIONAL OR MODIFIED TERMS:

The Standard Mortgage Terms MT000017 are amended as follows:

- A. Section 1.1 Definitions shall be amended as follows:
  - 1. The following shall be added as Paragraphs 1.1.1A and 1.1.B:
    - "1.1.1A "Borrower" means 1076255 B.C. Ltd. and Lightstone Development Ltd., jointly and severally;"
    - "1.1.1B "Commitment Letter" means the commitment letter from the Mortgagee to 1076255

      B.C. Ltd. on behalf of the Borrower dated October 5, 2022, as may be amended, renewed and replaced from time to time;"
  - 2. Paragraph 1.1.2 shall be amended as follows:
    - "1.1.2 "Indebtedness" means all present and future debts and liabilities, matured or not, direct or indirect, absolute or contingent, now or at any time and from time to time hereafter due or owing to the Mortgagee from or by the Borrower or the Mortgagor and, in particular, the loan described in the Commitment Letter, including, without limitation:
      - (a) outstanding direct advances to the Borrower or the Mortgagor, or any Obligor;
      - (b) the face amount of all outstanding letters of guarantee or letters of credit issued by the Mortgagee on the application of the Borrower or the Mortgagor, or any Obligor and all payments made by the Mortgagee under such letters of credit or letters of guarantee;
      - (c) the face amounts of all outstanding bills of exchange drawn by the Borrower or the Mortgagor, or any Obligor and all payments made by the Mortgagee of such bills of exchange; and

[CONTINUED ON NEXT PAGE]

## FORM E

SCHEDULE Page 4

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

- (d) the amount payable by the Mortgagor or the Borrower to the Mortgagee under any guarantee of the indebtedness of any Person or under any other instrument or agreement in favour of the Mortgagee granted by the Mortgagor, alone or with any other Person;""
- 3. Paragraph 1.1.13 of the Standard Mortgage Terms shall be deleted in its entirety and replaced with the following:
  - "1.1.13 "Prime Rate" shall mean the rate of interest announced and recorded by Royal Bank of Canada as its prime rate from time to time, which the parties acknowledge is 5.45% per annum as of the date of the Commitment Letter. A certificate signed by a vice-president of Royal Bank of Canada shall be conclusive evidence of the Prime Rate in effect on the date or dates referred to in that certificate."
- B. The Mortgagor hereby covenants to pay and shall be directly liable to the Mortgagee for the Indebtedness.
- C. Notwithstanding anything to the contrary contained herein, any and all payments on account of the Indebtedness and any and all payments of interest on the Indebtedness shall be made on or before 1:00 p.m. Vancouver time; and if made after 1:00 p.m. Vancouver time, shall not be credited to the Mortgagor on account of payment under this Mortgage until the next business day following such payment.
- D. Notwithstanding the fees and interest payable under the Commitment Letter and this Mortgage, and notwithstanding any other terms or conditions of the Commitment Letter, this Mortgage or any other agreements executed in favour of the Mortgagee, in no event shall the payment to the Mortgagee for interest, fees or otherwise, exceed the maximum payment permitted under Section 347 of the Criminal Code (Canada) or successor sections ("Section 347"). The interest payable on the credit advanced under the Commitment Letter (as interest and credit advanced are defined in Section 347) shall not exceed the maximum rate permitted by law calculated in accordance with generally accepted accounting and actuarial practices and principles. In the event that the Borrower would, but for this clause, be obligated to pay interest on the credit advanced under the Commitment Letter at a criminal rate (as interest, credit advanced and criminal rate are defined in Section 347), the interest payable on the credit advanced hereunder shall be reduced to the maximum rate permitted by law, calculated in accordance with generally accepted accounting and actuarial practices and principles, firstly, by reducing to the extent necessary the amount of any fees or other compensation or consideration other than interest payable under the Commitment Letter and this Mortgage Letter, and secondly (if required) by reducing to the extent necessary the interest rate.

[CONTINUED ON NEXT PAGE]

LAND TITLE ACT

# FORM E

SCHEDULE Page 5

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

## 11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Statutory Right of Way CA8289445 Covenant CA8289446 Covenant CA8289447 Equitable Charge CA8289448 Covenant CA8289457 Mortgage CA8665673 Assignment of Rents CA8665674 Statutory Right of Way CB251887 Covenant CB251888 Priority Agreement CB251889

[END OF SCHEDULE]

Part 1 Province of British Columbia

1. Application  Koffman Kalef LLP 1900-885 West Georgia Street Vancouver BC V6C 3H4	Sierra Lidbetter, Applicant's Agent File No. 54210-54				
2. Description of Land PID/Plan Number Legal Description 031-145-884 LOT 1 BLOCK 2 DISTR	ICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT P	LAN EPP91453			
3. Borrower(s) (Mortgagor(s))					
1076255 B.C. LTD. 101 - 6386 EAST BOULEVARD VANCOUVER BC V6M 3J5	BC1076255				
4. Lender(s) (Mortgagee(s))					
PETERSON INVESTMENT GROUP INC. 1701 - 1166 ALBERNI STREET VANCOUVER BC V6E 3Z3	BC1059668				
.5. Payment Provisions					
Principal Amount	Interest Rate	Interest Adjustment Date			
\$18,500,000.00	SEE SCHEDULE	N/A			
Interest Calculation Period DAILY, AND COMPOUNDED MONTHLY	Payment Dates FIRST DAY OF EACH MONTH	First Payment Date <b>N/A</b>			
Amount of each periodic payment INTEREST ONLY	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is  N/A % per annum	Last Payment Date <b>N/A</b>			
Assignment of Rents which the applicant wants registered?	Place of payment POSTAL ADDRESS IN ITEM 4	Balance Due Date  ON DEMAND			
Yes If yes, page and paragraph number: PAGE 22, PARAGRAPH 10, D.F. NO. MT000017					

8. Interest Mortgaged

Fee Simple

No

Yes

7. Mortgage secures a current or running account?

6. Mortgage contains floating charge on land?



Part 1 Province of British Columbia

9. Mortgage Terms

Part 2 of this mortgage consists of:

(b) Filed Standard Mortgage Terms

D F Number: MT000017

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

SEE SCHEDULE.

11. Prior Encumbrances Permitted by Lender

SEE SCHEDULE.

12. Execution(s)

This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Witnessing Officer Signature

′ 🦳

BHAGWANT DHALIWAL

Barrister & Solicitor

CLARK WILSON LLP 900 - 885 WEST GEORGIA STREET VANCOUVER, BC V6C 3H1 T, 604.687.5700 **Execution Date** 

YYYY-MM-DD

2022-10-19

Borrower / Party Signature(s)

1076255 B.C. LTD.

By their Authorized Signatory

Per: Xiao Sprig Zhong

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.


LAND TITLE ACT

## FORM E

## **SCHEDULE**

Page 3

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

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      B.C. Ltd. on behalf of the Borrower dated October 5, 2022, as may be amended, renewed and replaced from time to time;"
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      - (a) outstanding direct advances to the Borrower or the Mortgagor, or any Obligor;
      - (b) the face amount of all outstanding letters of guarantee or letters of credit issued by the Mortgagee on the application of the Borrower or the Mortgagor, or any Obligor and all payments made by the Mortgagee under such letters of credit or letters of guarantee;
      - (c) the face amounts of all outstanding bills of exchange drawn by the Borrower or the Mortgagor, or any Obligor and all payments made by the Mortgagee of such bills of exchange; and

[CONTINUED ON NEXT PAGE]

# FORM E

SCHEDULE Page 4

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

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- B. The Mortgagor hereby covenants to pay and shall be directly liable to the Mortgagee for the Indebtedness.
- C. Notwithstanding anything to the contrary contained herein, any and all payments on account of the Indebtedness and any and all payments of interest on the Indebtedness shall be made on or before 1:00 p.m. Vancouver time; and if made after 1:00 p.m. Vancouver time, shall not be credited to the Mortgagor on account of payment under this Mortgage until the next business day following such payment.
- D. Notwithstanding the fees and interest payable under the Commitment Letter and this Mortgage, and notwithstanding any other terms or conditions of the Commitment Letter, this Mortgage or any other agreements executed in favour of the Mortgagee, in no event shall the payment to the Mortgagee for interest, fees or otherwise, exceed the maximum payment permitted under Section 347 of the Criminal Code (Canada) or successor sections ("Section 347"). The interest payable on the credit advanced under the Commitment Letter (as interest and credit advanced are defined in Section 347) shall not exceed the maximum rate permitted by law calculated in accordance with generally accepted accounting and actuarial practices and principles. In the event that the Borrower would, but for this clause, be obligated to pay interest on the credit advanced under the Commitment Letter at a criminal rate (as interest, credit advanced and criminal rate are defined in Section 347), the interest payable on the credit advanced hereunder shall be reduced to the maximum rate permitted by law, calculated in accordance with generally accepted accounting and actuarial practices and principles, firstly, by reducing to the extent necessary the amount of any fees or other compensation or consideration other than interest payable under the Commitment Letter and this Mortgage Letter, and secondly (if required) by reducing to the extent necessary the interest rate.

[CONTINUED ON NEXT PAGE]

LAND TITLE ACT

# FORM E

# SCHEDULE

Page 5

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

# 11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

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[END OF SCHEDULE]

This is **Exhibit "N"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

Requestor: Catherine Spaa File Reference: 117142-00002

\*\*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** 

CB1428841

From Title Number

CB1428812

**Application Received** 

2024-07-08

**Application Entered** 

2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Taxation Authority** 

Vancouver, City of

Description of Land

Parcel Identifier:

032-299-508

Legal Description:

STRATA LOT 3 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

CA8289457

Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

File Reference: 117142-00002

116 2025-02-04, 11:21:37

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44 Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

File Reference: 117142-00002

117 2025-02-04, 11:21:37

Requestor: Catherine Spaa

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE

Registration Number:

CB294046

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

INTER ALIA

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03 INTER ALIA

Remarks:

GRANTING CB293126 PRIORITY OVER CB294046 AND

File Reference: 117142-00002

Requestor: Catherine Spaa

PRIORITY AGREEMENT Nature:

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03 **INTER ALIA** 

Remarks:

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

**EASEMENT** Nature: Registration Number: CB1428813 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

STATUTORY RIGHT OF WAY Nature:

CB1428815 Registration Number: Registration Date and Time: 2024-07-08 13:59 Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

COVENANT Nature: CB1428816 Registration Number: Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

PRIORITY AGREEMENT Nature:

Registration Number: CB1428817 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428819 2024-07-08 13:59 Registration Date and Time: Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428820 2024-07-08 13:59 Registration Date and Time: Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

Requestor: Catherine Spaa File Reference: 117142-00002

PRIORITY AGREEMENT Nature:

Registration Number: CB1428821 Registration Date and Time: 2024-07-08 13:59

Remarks: **INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

PRIORITY AGREEMENT Nature:

CB1428823 Registration Number: Registration Date and Time: 2024-07-08 13:59

Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

PRIORITY AGREEMENT Nature:

CB1428824 Registration Number: Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

PRIORITY AGREEMENT Nature:

Registration Number: CB1428825 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

CB1428827 Registration Number: Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB1428828 2024-07-08 13:59 Registration Date and Time: Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

File Reference: 117142-00002

Registration Number:

Registered Owner:

Registration Date and Time:

Requestor: Catherine Spaa

Nature:

Remarks:

CERTIFICATE OF PENDING LITIGATION

CB1851253

2025-02-03 09:43

LIWEI SUN

1250334 B.C. LTD.

**INCORPORATION NO. 1250334** 

INTER ALIA

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

TITLE SEARCH PRINT 2025-02-04, 11:21:37

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428843 From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

Description of Land

Parcel Identifier: 032-299-524

Legal Description:

STRATA LOT 5 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

# **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

File Reference: 117142-00002

122 2025-02-04, 11:21:37

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

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INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44 Remarks: **INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: **MORTGAGE** Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

**ASSIGNMENT OF RENTS** Nature:

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: **INTER ALIA** 

PRIORITY AGREEMENT Nature:

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks: **INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

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Registration Date and Time: 2022-10-21 08:54

Remarks: **INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03

Remarks: **INTER ALIA** 

GRANTING CB293126 PRIORITY OVER CB294046 AND

File Reference: 117142-00002 Requestor: Catherine Spaa

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Remarks: INTER ALIA

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Nature: STATUTORY RIGHT OF WAY

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Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

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Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002

2025-02-04, 11:21:37

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821 Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

File Reference: 117142-00002

126 2025-02-04, 11:21:37

Requestor: Catherine Spaa

Nature: CERTIFICATE OF PENDING LITIGATION

Registration Number: CB1851253
Registration Date and Time: 2025-02-03 09:43

Registered Owner: LIWEI SUN

1250334 B.C. LTD.

**INCORPORATION NO. 1250334** 

Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-02-04, 11:21:38

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428844 From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-532

Legal Description:

STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT Registration Number: CA8289457

Registration Date and Time: 2020-07-08 16:01

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

File Reference: 117142-00002

128 2025-02-04, 11:21:38

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

File Reference: 117142-00002

Requestor: Catherine Spaa

PRIORITY AGREEMENT Nature:

CB294026 Registration Number:

Registration Date and Time: 2022-10-20 16:44 **INTER ALIA** 

Remarks:

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

**MORTGAGE** Nature: Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks: INTER ALIA

ASSIGNMENT OF RENTS Nature:

CB294047 Registration Number:

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

INTER ALIA Remarks:

PRIORITY AGREEMENT Nature:

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks: **INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54

Remarks: **INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03

Remarks: **INTER ALIA** 

GRANTING CB293126 PRIORITY OVER CB294046 AND

File Reference: 117142-00002 Requestor: Catherine Spaa

PRIORITY AGREEMENT Nature:

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03

Remarks: **INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature: **EASEMENT** Registration Number: CB1428813

Registration Date and Time: 2024-07-08 13:59

Remarks: **INTER ALIA** 

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815 2024-07-08 13:59 Registration Date and Time:

Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

Nature: COVENANT CB1428816 Registration Number:

Registration Date and Time: 2024-07-08 13:59 Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

PRIORITY AGREEMENT Nature:

Registration Number: CB1428817 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428820 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

TITLE SEARCH PRINT Page 4 of 6 Title Number: CB1428844

File Reference: 117142-00002

131 2025-02-04, 11:21:38

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

File Reference: 117142-00002

132 2025-02-04, 11:21:38

Requestor: Catherine Spaa

Nature: CERTIFICATE OF PENDING LITIGATION

Registration Number: CB1851253
Registration Date and Time: 2025-02-03 09:43
Registered Owner: LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-02-04, 11:21:39

File Reference: 117142-00002 Requestor: Catherine Spaa

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

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title DistrictVANCOUVERLand Title OfficeVANCOUVER

**Title Number**CB1428845
From Title Number
CB1428812

Application Received 2024-07-08

**Application Entered** 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-541

Legal Description:

STRATA LOT 7 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

# **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

File Reference: 117142-00002

134 2025-02-04, 11:21:39

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44 Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

TITLE SEARCH PRINT File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44

Remarks:

INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: **MORTGAGE** Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks: **INTER ALIA** 

Nature: ASSIGNMENT OF RENTS

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

File Reference: 117142-00002

2025-02-04, 11:21:39

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03

Remarks:

INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

INTER ALIA

Nature: EASEMENT Registration Number: CB1428813

Registration Date and Time: 2024-07-08 13:59

Remarks:

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB1428817

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002

137 2025-02-04, 11:21:39

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

File Reference: 117142-00002

Nature: CERTIFICATE OF PENDING LITIGATION

Registration Number: CB1851253
Registration Date and Time: 2025-02-03 09:43
Registered Owner: LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

Requestor: Catherine Spaa

Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

**Transfers** NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-02-04, 11:21:40

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428846 From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-559

Legal Description:

STRATA LOT 8 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

## Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

STATUTORY RIGHT OF WAY

Registration Number:

CB251887

Registration Date and Time:

2022-09-29 10:48

Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

**INTER ALIA** 

Nature: Registration Number: COVENANT CB251888

Registration Date and Time:

2022-09-29 10:48

Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

INTER ALIA

Nature:

**MORTGAGE** Registration Number: CB292874

Registration Date and Time:

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA

Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB292875

Registration Date and Time:

2022-10-20 13:21

Registered Owner: Remarks:

NATIONAL BANK OF CANADA **INTER ALIA** 

Nature:

**MORTGAGE** CB293126

Registration Number:

2022-10-20 14:00

Registration Date and Time: Registered Owner:

PETERSON INVESTMENT GROUP INC. **INCORPORATION NO. BC1059668** 

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB293127

Registration Date and Time:

2022-10-20 14:00

Registered Owner:

PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668

Remarks:

**INTER ALIA** 

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294025

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

2025-02-04, 11:21:40

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE CB294046

Registration Number: Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

INCOM CINA

Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

NOON ON

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time: Remarks:

INTER ALIA

2022-10-21 09:03

GRANTING CB293126 PRIORITY OVER CB294046 AND

142 2025-02-04, 11:21:40

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

EASEMENT CB1428813

Registration Number: Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

INTER ALIA

Nature:

COVENANT

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428817

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428819

Registration Date and Time:

2024-07-08 13:59 INTER ALIA

Remarks:

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428820

Registration Date and Time: Remarks:

INTER ALIA

2024-07-08 13:59

GRANTING CB1428816 PRIORITY OVER CB292874 AND

143 2025-02-04, 11:21:40

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428821

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428823 2024-07-08 13:59

Registration Date and Time: Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428824

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428825

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428827

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428828 2024-07-08 13:59

Registration Date and Time: Remarks:

2027-01-00 1

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

Requestor: Catherine Spaa

Nature:

Remarks:

File Reference: 117142-00002

CERTIFICATE OF PENDING LITIGATION

Registration Number:

Registration Date and Time:

Registered Owner:

CB1851253

2025-02-03 09:43

LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

INTER ALIA

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

145 2025-02-04, 11:21:40

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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**CB1428847
From Title Number
CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-567

Legal Description:

STRATA LOT 9 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

#### **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

File Reference: 117142-00002

146 2025-02-04, 11:21:40

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

File Reference: 117142-00002

Requestor: Catherine Spaa

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE

Registration Number: Registration Date and Time: CB294046

Registered Owner:

2022-10-20 16:58

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

**INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time: Remarks:

2022-10-21 09:03

**INTER ALIA** 

GRANTING CB293126 PRIORITY OVER CB294046 AND

File Reference: 117142-00002

148 2025-02-04, 11:21:40

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature: EASEMENT
Registration Number: CB1428813
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB1428817
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821 Registration Date and Time: 2024-07-08 13:59

Remarks:

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

150 2025-02-04, 11:21:40

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

CERTIFICATE OF PENDING LITIGATION

Registration Number: CB1851253

2025-02-03 09:43

Registered Owner:

Registration Date and Time:

LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

Remarks: INTER ALIA

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

Title Number: CB1428847

NONE

151 2025-02-04, 11:21:41

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428848 From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-575

Legal Description:

STRATA LOT 10 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

File Reference: 117142-00002

152 2025-02-04, 11:21:41

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

153 2025-02-04, 11:21:41

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE CB294046

Registration Number: Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

INTER ALIA

Remarks:

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

Title Number: CB1428848

INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

**INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

**EASEMENT** CB1428813

Registration Number: Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature:

COVENANT

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428817

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428819

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428820

Registration Date and Time:

2024-07-08 13:59 INTER ALIA

Remarks:

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002

2025-02-04, 11:21:41

Requestor: Catherine Spaa

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428821

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428823

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428824

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428825

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428827

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428828

Registration Date and Time: Remarks:

2024-07-08 13:59 INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Title Number: CB1428848

TITLE SEARCH PRINT

Page 5 of 6

156 2025-02-04, 11:21:41

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

CERTIFICATE OF PENDING LITIGATION

Registration Number:

CB1851253 2025-02-03 09:43

Registration Date and Time:

LIWEI SUN

Registered Owner:

1250334 B.C. LTD.

INCORPORATION NO. 1250334

Remarks:

INTER ALIA

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

TITLE SEARCH PRINT 2025-02-04, 11:21:42

File Reference: 117142-00002 Requestor: Catherine Spaa

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

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title DistrictVANCOUVERLand Title OfficeVANCOUVER

**Title Number** CB1428851 From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-605

Legal Description:

STRATA LOT 13 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

File Reference: 117142-00002

158 2025-02-04, 11:21:42

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

159 2025-02-04, 11:21:42

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE CB294046

Registration Number: Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

INTER ALIA

Nature:

Remarks:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

**INTER ALIA** 

GRANTING CB293126 PRIORITY OVER CB294046 AND

2025-02-04, 11:21:42

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

**INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

EASEMENT CB1428813

Registration Number: Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

INTER ALIA

Nature:

COVENANT

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428817

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428819

Registration Date and Time:

2024-07-08 13:59 INTER ALIA

Remarks:

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428820

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002

161 2025-02-04, 11:21:42

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821 Registration Date and Time: 2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

162 2025-02-04, 11:21:42

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

CERTIFICATE OF PENDING LITIGATION

Registration Number:

CB1851253

Registration Date and Time:

2025-02-03 09:43

Registered Owner:

LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

Remarks:

**INTER ALIA** 

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

TITLE SEARCH PRINT 2025-02-04, 11:2

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428853 From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-621

Legal Description:

STRATA LOT 15 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

File Reference: 117142-00002

2025-02-04, 11:21:43

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44 Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44 Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: MORTGAGE Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54 Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54 Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03 Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03 Remarks: INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature: EASEMENT Registration Number: CB1428813

Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Pagintration Data and Time: 2024 07 08 12:5

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB1428817
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823

Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824

Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827

Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

2025-02-04, 11:21:43

Requestor: Catherine Spaa

Nature:

Remarks:

File Reference: 117142-00002

CERTIFICATE OF PENDING LITIGATION

Registration Number:

CB1851253

Registration Date and Time:

2025-02-03 09:43

Registered Owner:

LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

INTER ALIA

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

**NONE** 

**Pending Applications** 

NONE

169 2025-02-04, 11:21:43

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** 

CB1428855 CB1428812

**Application Received** 

From Title Number

2024-07-08

**Application Entered** 

2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority

Vancouver, City of

**Description of Land** 

Parcel Identifier:

032-299-648

Legal Description:

STRATA LOT 17 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9999 TOGETHER WITH AN INTÉREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

## **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

CA8289457

Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

File Reference: 117142-00002

170 2025-02-04, 11:21:43

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

171 2025-02-04, 11:21:43

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE

Registration Number:

CB294046 2022-10-20 16:58

Registration Date and Time: Registered Owner:

WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

File Reference: 117142-00002

172 2025-02-04, 11:21:43

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature: EASEMENT Registration Number: CB1428813

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815

Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB1428817
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002

1/3 2025-02-04, 11:21:43

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824 Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825 Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

174 2025-02-04, 11:21:43

Requestor: Catherine Spaa

Nature:

Remarks:

File Reference: 117142-00002

. .

Registration Number:

Registration Date and Time:

Registered Owner:

CERTIFICATE OF PENDING LITIGATION

CB1851253

2025-02-03 09:43

LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

**INTER ALIA** 

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

175 2025-02-04, 11:21:44

File Reference: 117142-00002 Requestor: Catherine Spaa

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

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title DistrictVANCOUVERLand Title OfficeVANCOUVER

**Title Number** CB1428856 From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-656

Legal Description:

STRATA LOT 18 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

File Reference: 117142-00002

1/6 2025-02-04, 11:21:44

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

File Reference: 117142-00002

2025-02-04, 11:21:44

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44 Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: MORTGAGE Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03 Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

2025-02-04, 11:21:44

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03 **INTER ALIA** 

Remarks:

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

Registration Number:

Registration Date and Time:

Remarks:

**EASEMENT** 

CB1428813

2024-07-08 13:59

INTER ALIA

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

STATUTORY RIGHT OF WAY

CB1428815

2024-07-08 13:59

CITY OF VANCOUVER

INTER ALIA

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

COVENANT

CB1428816 2024-07-08 13:59

CITY OF VANCOUVER

**INTER ALIA** 

Nature:

Registration Number:

Registration Date and Time:

Remarks:

PRIORITY AGREEMENT

CB1428817

2024-07-08 13:59

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

Registration Date and Time:

Remarks:

CB1428819

2024-07-08 13:59

**INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number: Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

CB1428820

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821

Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

Remarks:

Registration Date and Time:

Registered Owner:

Registration Number:

2025-02-03 09:43 LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

CERTIFICATE OF PENDING LITIGATION

INTER ALIA

CB1851253

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

Title Number: CB1428856

NONE

181 2025-02-04, 11:21:45

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428857 From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-664

Legal Description:

STRATA LOT 19 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

STATUTORY RIGHT OF WAY

Registration Number:

CB251887

Registration Date and Time:

2022-09-29 10:48

Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

INTER ALIA

Nature:

COVENANT CB251888

Registration Number: Registration Date and Time:

2022-09-29 10:48

Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

INTER ALIA

Nature:

**MORTGAGE** CB292874

Registration Number: Registration Date and Time:

2022-10-20 13:21

NATIONAL BANK OF CANADA

Registered Owner: Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB292875

Registration Date and Time:

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA

Remarks:

**INTER ALIA** 

Nature:

**MORTGAGE** CB293126

Registration Number: Registration Date and Time:

2022-10-20 14:00

Registered Owner:

PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB293127

Registration Date and Time:

2022-10-20 14:00

Registered Owner:

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks:

**INTER ALIA** 

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294025

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

183 2025-02-04, 11:21:45

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE CB294046

Registration Number: Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

INCORPORAT

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

INCOM ONA

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

2025-02-04, 11:21:45

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

**INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

EASEMENT

Registration Number:

CB1428813

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature:

COVENANT

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428817

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428819

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428820

Registration Date and Time:

2024-07-08 13:59

Remarks: INT

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

185 2025-02-04, 11:21:45

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428821

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428823

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428824

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428825

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428827

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428828

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Title Number: CB1428857 TITLE SEARCH PRINT Page 5 of 6

File Reference: 117142-00002

Requestor: Catherine Spaa

**OPTION TO PURCHASE** Nature:

CB1712550 Registration Number: 2024-11-15 06:01 Registration Date and Time:

Registered Owner: **BEI CHEN** 

AS TO AN UNDIVIDED 400/2500 INTEREST

QING SU Registered Owner:

AS TO AN UNDIVIDED 500/2500 INTEREST

Registered Owner: JIDE LIU

AS TO AN UNDIVIDED 1600/2500 INTEREST

Remarks: **INTER ALIA** 

**MORTGAGE** Nature: Registration Number: CB1714291 2024-11-15 10:57 Registration Date and Time:

Registered Owner: **BEI CHEN** 

AS TO AN UNDIVIDED 400/2500 INTEREST

Registered Owner: QING SU

AS TO AN UNDIVIDED 500/2500 INTEREST

JIDE LIU Registered Owner:

AS TO AN UNDIVIDED 1600/2500 INTEREST

Remarks: **INTER ALIA** 

ASSIGNMENT OF RENTS Nature:

CB1714292 Registration Number: Registration Date and Time: 2024-11-15 10:57

Registered Owner: **BEI CHEN** 

AS TO AN UNDIVIDED 400/2500 INTEREST

Registered Owner: QING SU

AS TO AN UNDIVIDED 500/2500 INTEREST

Registered Owner: JIDE LIU

AS TO AN UNDIVIDED 1600/2500 INTEREST

INTER ALIA Remarks:

CERTIFICATE OF PENDING LITIGATION Nature:

Registration Number: CB1851253 Registration Date and Time: 2025-02-03 09:43 Registered Owner: LIWEI SUN

1250334 B.C. LTD.

**INCORPORATION NO. 1250334** 

INTER ALIA Remarks:

NONE OUTSTANDING **Duplicate Indefeasible Title** 

NONE **Transfers** 

NONE **Pending Applications** 

187 2025-02-04, 11:21:46

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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**CB1428858
From Title Number
CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-672

Legal Description:

STRATA LOT 20 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

188 2025-02-04, 11:21:46

Requestor: Catherine Spaa

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

File Reference: 117142-00002

CB251887

Registration Date and Time:

2022-09-29 10:48

Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

**INTER ALIA** 

Nature:

COVENANT CB251888

Registration Number: Registration Date and Time:

2022-09-29 10:48

Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks:

**INTER ALIA** 

Nature:

MORTGAGE

Registration Number:

CB292874

Registration Date and Time:

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA

Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB292875

Registration Date and Time:

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA

Remarks:

INTER ALIA

Nature:

MORTGAGE CB293126

Registration Number: Registration Date and Time:

2022-10-20 14:00

Registered Owner:

PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB293127

Registration Date and Time:

2022-10-20 14:00

Registered Owner:

PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668

INCOM ONATION NO.

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294025

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

File Reference: 117142-00002

Requestor: Catherine Spaa

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

**MORTGAGE** 

Registration Number:

CB294046

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. **INCORPORATION NO. BC1195001** 

Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

**INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

**INTER ALIA** 

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Page 3 of 6 Title Number: CB1428858 TITLE SEARCH PRINT

File Reference: 117142-00002

Requestor: Catherine Spaa

Nature:

Registration Number:

Registration Date and Time:

Remarks:

PRIORITY AGREEMENT

CB294555

2022-10-21 09:03

**INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

Registration Number:

Registration Date and Time:

Remarks:

**EASEMENT** 

CB1428813

2024-07-08 13:59

**INTER ALIA** 

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

STATUTORY RIGHT OF WAY

CB1428815

2024-07-08 13:59

CITY OF VANCOUVER

**INTER ALIA** 

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

COVENANT

CB1428816

2024-07-08 13:59

CITY OF VANCOUVER

**INTER ALIA** 

Nature:

Registration Number:

Registration Date and Time:

Remarks:

PRIORITY AGREEMENT

CB1428817

2024-07-08 13:59

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

Registration Date and Time:

Remarks:

CB1428819

2024-07-08 13:59 **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number: Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

CB1428820

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002

2025-02-04, 11:21:46

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821

Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825

Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

192 2025-02-04, 11:21:46

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

CERTIFICATE OF PENDING LITIGATION

Registration Number:

CB1851253

Registration Date and Time:

2025-02-03 09:43

Registered Owner:

LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

Remarks:

**INTER ALIA** 

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

2025-02-04, 11:21:46

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** 

CB1428863

From Title Number

CB1428812

Application Received

2024-07-08

**Application Entered** 

2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Taxation Authority** 

Vancouver, City of

**Description of Land** 

Parcel Identifier:

032-299-729

Legal Description:

STRATA LOT 25 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

CA8289457

Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

File Reference: 117142-00002

2025-02-04, 11:21:46

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44 Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

**MORTGAGE** CB294046

Registration Number: Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

INTER ALIA

Remarks:

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

**INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

Title Number: CB1428863

**INTER ALIA** 

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

TITLE SEARCH PRINT

Page 3 of 6

File Reference: 117142-00002

Requestor: Catherine Spaa

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

**EASEMENT** 

Registration Number:

CB1428813

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature:

COVENANT

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER **INTER ALIA** 

Nature:

Remarks:

PRIORITY AGREEMENT

Registration Number:

CB1428817

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428819

INTER ALIA

Registration Date and Time:

2024-07-08 13:59

Remarks:

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428820

Registration Date and Time:

2024-07-08 13:59 INTER ALIA

Remarks:

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002

2025-02-04, 11:21:46

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821 Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824

Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825

Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

Requestor: Catherine Spaa

Nature:

Remarks:

File Reference: 117142-00002

Registration Date and Time:

Registered Owner:

Registration Number:

2025-02-03 09:43 LIWEI SUN

CB1851253

1250334 B.C. LTD.

INCORPORATION NO. 1250334

CERTIFICATE OF PENDING LITIGATION

**INTER ALIA** 

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

Requestor: Catherine Spaa File Reference: 117142-00002

\*\*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** 

CB1428864

From Title Number

CB1428812

**Application Received** 

2024-07-08

**Application Entered** 

2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Taxation Authority** 

Vancouver, City of

**Description of Land** 

Parcel Identifier:

032-299-737

Legal Description:

STRATA LOT 26 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

CA8289457

Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

INTER ALIA

Requestor: Catherine Spaa

File Reference: 117142-00002

STATUTORY RIGHT OF WAY Nature:

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC. Registered Owner:

INCORPORATION NO. BC0746680

INTER ALIA Remarks:

Nature: **COVENANT** CB251888 Registration Number:

2022-09-29 10:48 Registration Date and Time:

FORTISBC ALTERNATIVE ENERGY SERVICES INC. Registered Owner:

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: **MORTGAGE** CB292874 Registration Number:

Registration Date and Time: 2022-10-20 13:21

NATIONAL BANK OF CANADA Registered Owner:

Remarks: **INTER ALIA** 

ASSIGNMENT OF RENTS Nature:

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

NATIONAL BANK OF CANADA Registered Owner:

Remarks: INTER ALIA

**MORTGAGE** Nature: CB293126

Registration Number:

Registration Date and Time: 2022-10-20 14:00 Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

**INTER ALIA** Remarks:

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

2022-10-20 14:00 Registration Date and Time:

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

**INTER ALIA** Remarks:

PRIORITY AGREEMENT Nature:

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44 Remarks: **INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB293126 AND

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE CB294046

Registration Number: Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks:

**INTER ALIA** 

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

**INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

**INTER ALIA** 

GRANTING CB293126 PRIORITY OVER CB294046 AND

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03 Remarks: **INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

Registration Number:

Registration Date and Time:

Remarks:

**EASEMENT** 

CB1428813

2024-07-08 13:59

**INTER ALIA** 

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

STATUTORY RIGHT OF WAY

CB1428815 2024-07-08 13:59

CITY OF VANCOUVER

**INTER ALIA** 

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

**COVENANT** CB1428816

2024-07-08 13:59

CITY OF VANCOUVER

**INTER ALIA** 

Nature:

Registration Number:

Registration Date and Time:

Remarks:

PRIORITY AGREEMENT

CB1428817

2024-07-08 13:59

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

Registration Date and Time:

Remarks:

CB1428819

2024-07-08 13:59

**INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number: Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

CB1428820

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002

203 2025-02-04, 11:21:47

Requestor: Catherine Spaa

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428821

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428823

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428824

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428825

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428827

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428828

Registration Date and Time:

2024-07-08 13:59 INTER ALIA

Remarks:

GRANTING CB1428816 PRIORITY OVER CB294046 AND

Requestor: Catherine Spaa

Nature:

Remarks:

File Reference: 117142-00002

Registration Number:

Registration Date and Time: Registered Owner:

2025-02-03 09:43

LIWEI SUN

CB1851253

1250334 B.C. LTD.

INCORPORATION NO. 1250334

CERTIFICATE OF PENDING LITIGATION

**INTER ALIA** 

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

Title Number: CB1428864 TITLE SEARCH PRINT Page 6 of 6

205 2025-02-04, 11:21:48

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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**CB1428865
From Title Number
CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-745

Legal Description:

STRATA LOT 27 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

206 2025-02-04, 11:21:48

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

STATUTORY RIGHT OF WAY

Registration Number:

CB251887

Registration Date and Time:

2022-09-29 10:48

Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

**INTER ALIA** 

Nature:

COVENANT CB251888

Registration Number: Registration Date and Time:

2022-09-29 10:48

Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

INTER ALIA

Nature:

Registration Number:

MORTGAGE CB292874

Registration Date and Time:

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB292875

Registration Date and Time:

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA

Remarks:

**INTER ALIA** 

Nature:

MORTGAGE CB293126

Registration Number:

2022-10-20 14:00

Registration Date and Time: Registered Owner:

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB293127

Registration Date and Time:

2022-10-20 14:00

Registered Owner:

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294025

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

File Reference: 117142-00002

Requestor: Catherine Spaa

Nature:

e: PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA
GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE

Registration Number:

CB294046

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

INCORT OTTA

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

**INTER ALIA** 

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Title Number: CB1428865 TITLE SEARCH PRINT Page 3 of 6

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

**INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

**EASEMENT** 

Registration Number:

CB1428813

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature:

COVENANT

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428817

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428819

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428820 2024-07-08 13:59

Registration Date and Time:

Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

2025-02-04, 11:21:48

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428821

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428823

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428824

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428825

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428827

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428828

Registration Date and Time:

2024-07-08 13:59 INTER ALIA

Remarks:

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Title Number: CB1428865 TITLE SEARCH PRINT Page 5 of 6

210 2025-02-04, 11:21:48

Requestor: Catherine Spaa

Nature:

Remarks:

File Reference: 117142-00002

1 - ( - - - - - -

Registration Number:

Registration Date and Time: Registered Owner:

CERTIFICATE OF PENDING LITIGATION

CB1851253

2025-02-03 09:43

LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

INTER ALIA

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

211 2025-02-04, 11:21:48

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428867 From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-761

Legal Description:

STRATA LOT 29 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

## **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

212 2025-02-04, 11:21:48

Requestor: Catherine Spaa

Nature: STA

Registration Number:

File Reference: 117142-00002

Registration Date and Time:

Registered Owner:

STATUTORY RIGHT OF WAY

CB251887 2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

File Reference: 117142-00002

2025-02-04, 11:21:48

Reguestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: MORTGAGE Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54 Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

2025-02-04, 11:21:48

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

**INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

EASEMENT

Registration Number:

CB1428813

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature:

COVENANT

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59 CITY OF VANCOUVER

Registered Owner: Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428817

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428819

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428820 2024-07-08 13:59

Registration Date and Time: Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

215 2025-02-04, 11:21:48

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428821

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428823

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428824

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428825

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428827

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428828

Registration Date and Time:

2024-07-08 13:59 INTER ALIA

Remarks:

GRANTING CB1428816 PRIORITY OVER CB294046 AND

Requestor: Catherine Spaa

Nature:

Remarks:

File Reference: 117142-00002

Registration Number:

Registration Date and Time:

Registered Owner:

CERTIFICATE OF PENDING LITIGATION

CB1851253

2025-02-03 09:43

LIWEI SUN

1250334 B.C. LTD.

**INCORPORATION NO. 1250334** 

INTER ALIA

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

217 2025-02-04, 11:21:49

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428871 From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-800

Legal Description:

STRATA LOT 33 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT Registration Number: CA8289457

Registration Date and Time: 2020-07-08 16:01

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

218 2025-02-04, 11:21:49

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

STATUTORY RIGHT OF WAY

Registration Number:

CB251887

Registration Date and Time:

2022-09-29 10:48

Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks:

**INTER ALIA** 

Nature:

COVENANT CB251888

Registration Number: Registration Date and Time:

2022-09-29 10:48

Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

INTER ALIA

Nature:

Registration Number:

MORTGAGE CB292874

Registration Date and Time:

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA

Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB292875

Registration Date and Time:

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA

Remarks:

INTER ALIA

Nature:

MORTGAGE CB293126

Registration Number:

2022-10-20 14:00

Registration Date and Time: Registered Owner:

PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB293127

Registration Date and Time:

2022-10-20 14:00

Registered Owner:

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294025

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

219 2025-02-04, 11:21:49

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE CB294046

Registration Number: Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

11.755

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Title Number: CB1428871 TITLE SEARCH PRINT Page 3 of 6

2025-02-04, 11:21:49

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03 Remarks: INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature: EASEMENT Registration Number: CB1428813

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB1428817
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002

2025-02-04, 11:21:49

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821

Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

2025-02-04, 11:21:49

Requestor: Catherine Spaa

Nature:

Remarks:

File Reference: 117142-00002

~ rm r~

Registration Number:

Registration Date and Time:

Registered Owner:

CERTIFICATE OF PENDING LITIGATION

CB1851253

2025-02-03 09:43

LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

**INTER ALIA** 

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

Title Number: CB1428871 TITLE SEARCH PRINT Page 6 of 6

223 2025-02-04, 11:21:50

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428872 From Title Number CB1428812

Application Received 2024-07-08

**Application Entered** 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-818

Legal Description:

STRATA LOT 34 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

File Reference: 117142-00002

2025-02-04, 11:21:50

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

File Reference: 117142-00002

Requestor: Catherine Spaa

PRIORITY AGREEMENT Nature:

CB294026 Registration Number:

2022-10-20 16:44 Registration Date and Time: INTER ALIA

Remarks:

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

**MORTGAGE** Nature: Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks: INTER ALIA

ASSIGNMENT OF RENTS Nature:

Registration Number: CB294047

2022-10-20 16:58 Registration Date and Time:

Registered Owner: WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks: **INTER ALIA** 

PRIORITY AGREEMENT Nature:

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks: **INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54 Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB294554

2022-10-21 09:03 Registration Date and Time:

INTER ALIA Remarks:

GRANTING CB293126 PRIORITY OVER CB294046 AND

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

**EASEMENT** 

Registration Number:

CB1428813

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature:

COVENANT

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59

Registered Owner: Remarks:

CITY OF VANCOUVER **INTER ALIA** 

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428817

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428819

INTER ALIA

Registration Date and Time:

2024-07-08 13:59

Remarks:

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428820 2024-07-08 13:59

Registration Date and Time:

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

TITLE SEARCH PRINT Page 4 of 6 Title Number: CB1428872

File Reference: 117142-00002

2025-02-04, 11:21:50

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821

Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823

Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824

Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827

Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Nature: MORTGAGE
Registration Number: CB1535329

Registration Date and Time: 2024-08-19 10:33

Registered Owner: 686912366 INVESTMENT LTD. INCORPORATION NO. BC1387408

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

**ASSIGNMENT OF RENTS** 

Registration Number:

CB1535330

Registration Date and Time:

2024-08-19 10:33

Registered Owner:

686912366 INVESTMENT LTD.

**INCORPORATION NO. BC1387408** 

Nature:

CERTIFICATE OF PENDING LITIGATION

Registration Number:

CB1851253 2025-02-03 09:43

Registration Date and Time:

LIWEI SUN

Registered Owner:

1250334 B.C. LTD.

INCORPORATION NO. 1250334

Remarks:

**INTER ALIA** 

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

229 2025-02-04, 11:21:51

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428875 From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-842

Legal Description:

STRATA LOT 37 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

File Reference: 117142-00002

230 2025-02-04, 11:21:51

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44 Remarks: INTER ALIA

Remarks. INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

Requestor: Catherine Spaa File Reference: 117142-00002

PRIORITY AGREEMENT Nature:

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44 Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

**MORTGAGE** Nature: Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: **INTER ALIA** 

Nature: ASSIGNMENT OF RENTS

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks: **INTER ALIA** 

PRIORITY AGREEMENT Nature:

Registration Number: CB294534

2022-10-21 08:54 Registration Date and Time: Remarks: **INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54 Remarks: **INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

2022-10-21 09:03 Registration Date and Time: Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

Requestor: Catherine Spaa File Reference: 117142-00002

PRIORITY AGREEMENT Nature:

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03 Remarks: **INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

**EASEMENT** Nature: Registration Number: CB1428813

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

STATUTORY RIGHT OF WAY Nature:

Registration Number: CB1428815

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

Nature: COVENANT Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

PRIORITY AGREEMENT Nature:

Registration Number: CB1428817 Registration Date and Time: 2024-07-08 13:59

Remarks: **INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819 Registration Date and Time: 2024-07-08 13:59

Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428820 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821 Registration Date and Time: 2024-07-08 13:59

Remarks: **INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823 Registration Date and Time: 2024-07-08 13:59

Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824

Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825 2024-07-08 13:59 Registration Date and Time:

Remarks: **INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB1428827 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB1428828 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Title Number: CB1428875 TITLE SEARCH PRINT Page 5 of 6

File Reference: 117142-00002 Requestor: Catherine Spaa

**OPTION TO PURCHASE** Nature:

CB1712550 Registration Number: Registration Date and Time: 2024-11-15 06:01

Registered Owner: **BEI CHEN** 

AS TO AN UNDIVIDED 400/2500 INTEREST

Registered Owner: QING SU

AS TO AN UNDIVIDED 500/2500 INTEREST

Registered Owner: JIDE LIU

AS TO AN UNDIVIDED 1600/2500 INTEREST

Remarks: **INTER ALIA** 

Nature: **MORTGAGE** Registration Number: CB1714291 Registration Date and Time: 2024-11-15 10:57

Registered Owner: **BEI CHEN** 

AS TO AN UNDIVIDED 400/2500 INTEREST

Registered Owner: QING SU

AS TO AN UNDIVIDED 500/2500 INTEREST

JIDE LIU Registered Owner:

AS TO AN UNDIVIDED 1600/2500 INTEREST

Remarks: **INTER ALIA** 

ASSIGNMENT OF RENTS Nature:

Registration Number: CB1714292 Registration Date and Time: 2024-11-15 10:57

Registered Owner: **BEI CHEN** 

AS TO AN UNDIVIDED 400/2500 INTEREST

Registered Owner: QING SU

AS TO AN UNDIVIDED 500/2500 INTEREST

Registered Owner: JIDE LIU

AS TO AN UNDIVIDED 1600/2500 INTEREST

Remarks: INTER ALIA

CERTIFICATE OF PENDING LITIGATION Nature:

Registration Number: CB1851253 Registration Date and Time: 2025-02-03 09:43 Registered Owner: LIWEI SUN

1250334 B.C. LTD.

**INCORPORATION NO. 1250334** 

INTER ALIA Remarks:

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

2025-02-04, 11:21:51

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** 

CB1428876 CB1428812

Application Received

From Title Number

2024-07-08

**Application Entered** 

2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Taxation Authority** 

Vancouver, City of

**Description of Land** 

Parcel Identifier:

032-299-851

Legal Description:

STRATA LOT 38 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

CA8289457

Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

File Reference: 117142-00002

236 2025-02-04, 11:21:51

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44 Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

237 2025-02-04, 11:21:51

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE CB294046

Registration Number: Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03 INTER ALIA

Remarks:

GRANTING CB293126 PRIORITY OVER CB294046 AND

238 2025-02-04, 11:21:51

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

Notions:

Registration Number:

Registration Date and Time:

Remarks:

PRIORITY AGREEMENT

CB294555

2022-10-21 09:03

**INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

Registration Number:

Registration Date and Time:

Remarks:

EASEMENT

CB1428813

2024-07-08 13:59

INTER ALIA

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

STATUTORY RIGHT OF WAY

CB1428815

2024-07-08 13:59

CITY OF VANCOUVER

INTER ALIA

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

COVENANT

CB1428816 2024-07-08 13:59

CITY OF VANCOUVER

INTER ALIA

Nature:

Registration Number:

Registration Number.

Registration Date and Time:

Remarks:

PRIORITY AGREEMENT

CB1428817

2024-07-08 13:59

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

Registration Date and Time:

Remarks:

CB1428819 2024-07-08 13:59

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

Registration Date and Time:

Remarks:

CB1428820 2024-07-08 13:59

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002

2025-02-04, 11:21:51

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821

Registration Date and Time: 2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

2025-02-04, 11:21:51

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

CERTIFICATE OF PENDING LITIGATION

Registration Number:

CB1851253

Registration Date and Time:

2025-02-03 09:43

Registered Owner:

LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

Remarks:

INTER ALIA

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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 CB1428877 From Title Number CB1428812

**Application Received** 2024-07-08

2024-08-07 **Application Entered** 

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Taxation Authority** Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-869

Legal Description:

STRATA LOT 39 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

### **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT Registration Number: CA8289457 Registration Date and Time: 2020-07-08 16:01 Registered Owner: CITY OF VANCOUVER

**INTER ALIA** Remarks:

File Reference: 117142-00002

2025-02-04, 11:21:52

Requestor: Catherine Spaa

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

File Reference: 117142-00002

2025-02-04, 11:21:52

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: MORTGAGE Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

File Reference: 117142-00002

Requestor: Catherine Spaa

PRIORITY AGREEMENT Nature:

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03 **INTER ALIA** 

Remarks:

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

**EASEMENT** Nature: Registration Number: CB1428813

Registration Date and Time: 2024-07-08 13:59

Remarks: **INTER ALIA** 

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815

Registration Date and Time: 2024-07-08 13:59

CITY OF VANCOUVER Registered Owner:

Remarks: **INTER ALIA** 

COVENANT Nature: Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

PRIORITY AGREEMENT Nature:

Registration Number: CB1428817 Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819 2024-07-08 13:59 Registration Date and Time: Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428820 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB292874 AND

File Reference: 117142-00002

2025-02-04, 11:21:52

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

2025-02-04, 11:21:52

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

CERTIFICATE OF PENDING LITIGATION

Registration Number:

CB1851253

Registration Date and Time:

2025-02-03 09:43

Registered Owner:

LIWEI SUN

1250334 B.C. LTD.

INCORPORATION NO. 1250334

Remarks: INTER ALIA

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428884 From Title Number CB1428812

**Application Received** 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Faxation Authority** Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-931

Legal Description:

STRATA LOT 46 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

# Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT Registration Number: CA8289457 Registration Date and Time:

2020-07-08 16:01

Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

2025-02-04, 11:21:54

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

Title Number: CB1428884 TITLE SEARCH PRINT Page 2 of 6

2025-02-04, 11:21:54

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

MORTGAGE

Registration Number:

CB294046

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks:

INTER ALIA

Nature:

**ASSIGNMENT OF RENTS** 

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks:

INTER ALIA

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time: Remarks:

INTER ALIA

2022-10-21 09:03

IN I EK ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Title Number: CB1428884 TITLE SEARCH PRINT Page 3 of 6

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

**INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

**EASEMENT** CB1428813

Registration Number: Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR

SPACE PLAN EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature:

**COVENANT** 

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER **INTER ALIA** 

Nature:

Remarks:

PRIORITY AGREEMENT

Registration Number:

CB1428817

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428813 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428819

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number: Registration Date and Time: CB1428820

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

File Reference: 117142-00002

251 2025-02-04, 11:21:54

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428821
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428813 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

CERTIFICATE OF PENDING LITIGATION

CB1851253

Registration Number: Registration Date and Time: 2025-02-03 09:43 Registered Owner:

LIWEI SUN

1250334 B.C. LTD.

**INCORPORATION NO. 1250334** 

Remarks: INTER ALIA

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428888 From Title Number JA6749

**Application Received** 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Taxation Authority** Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-958

Legal Description:

STRATA LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: **COVENANT** Registration Number: CA8289446 Registration Date and Time: 2020-07-08 16:01 Registered Owner: CITY OF VANCOUVER

**INTER ALIA** Remarks:

Requestor: Catherine Spaa

File Reference: 117142-00002

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time: Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number: Registration Date and Time:

Registered Owner:

Remarks:

**COVENANT** 

CA8289447

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

**EQUITABLE CHARGE** 

CA8289448

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

**COVENANT** 

CA8289457

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

STATUTORY RIGHT OF WAY

CB251887

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

**INTER ALIA** 

COVENANT

CB251888

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

**INTER ALIA** 

**MORTGAGE** 

CB292874

2022-10-20 13:21

NATIONAL BANK OF CANADA

**INTER ALIA** 

ASSIGNMENT OF RENTS

CB292875

2022-10-20 13:21

NATIONAL BANK OF CANADA

File Reference: 117142-00002

Requestor: Catherine Spaa

**MORTGAGE** Nature: CB293126 Registration Number:

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

INTER ALIA Remarks:

ASSIGNMENT OF RENTS Nature:

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

Remarks: **INTER ALIA** 

PRIORITY AGREEMENT Nature:

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44

Remarks: **INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

PRIORITY AGREEMENT Nature:

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44

Remarks: **INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: **MORTGAGE** Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

WESTMOUNT WEST SERVICES INC. Registered Owner: **INCORPORATION NO. BC1195001** 

INTER ALIA Remarks:

Nature: ASSIGNMENT OF RENTS

CB294047 Registration Number:

Registration Date and Time: 2022-10-20 16:58

WESTMOUNT WEST SERVICES INC. Registered Owner:

**INCORPORATION NO. BC1195001** 

2025-02-04, 11:21:54

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

**EASEMENT** 

Registration Number:

CB1428814

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN

EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59 CITY OF VANCOUVER

Registered Owner:

INTER ALIA

Remarks:

Nature:

COVENANT

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Title Number: CB1428888 TITLE SEARCH PRINT Page 4 of 7

File Reference: 117142-00002

Requestor: Catherine Spaa

PRIORITY AGREEMENT Nature:

Registration Number: CB1428818 Registration Date and Time: 2024-07-08 13:59 **INTER ALIA** 

Remarks:

GRANTING CB1428814 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428819 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

CB1428820 Registration Number: Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428822 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428814 PRIORITY OVER CB293126 AND

CB293127

PRIORITY AGREEMENT Nature:

Registration Number: CB1428823 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

CB1428824 Registration Number: Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

File Reference: 117142-00002

258 2025-02-04, 11:21:54

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428826
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Nature: MORTGAGE
Registration Number: CB1535240
Registration Date and Time: 2024-08-19 10:23

Registered Owner: LEI BUN LEUNG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: XIAO LIAN ZHANG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: JOHNSON RUI LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: JON KIT LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: KAREN LEUNG

AS TO AN UNDIVIDED 300/3500 INTEREST

File Reference: 117142-00002

259 2025-02-04, 11:21:54

Requestor: Catherine Spaa

Nature: ASSIGNMENT OF RENTS

Registration Number: CB1535241
Registration Date and Time: 2024-08-19 10:23
Registered Owner: LEI BUN LEUNG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: XIAO LIAN ZHANG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: JOHNSON RUI LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: JON KIT LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: KAREN LEUNG

AS TO AN UNDIVIDED 300/3500 INTEREST

Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION

Registration Number: CB1794125

Registration Date and Time: 2024-12-31 15:10

Registered Owner: SHUN FENG INVESTMENT LTD.

INCORPORATION NO. BC1175444

Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-02-04, 11:22:05

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428889 From Title Number JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-966

Legal Description:

STRATA LOT 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT Registration Number: CA8289446

Registration Date and Time: 2020-07-08 16:01

Registered Owner: CITY OF VANCOUVER

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

COVENANT

CA8289447

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

**EQUITABLE CHARGE** 

CA8289448

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

**COVENANT** 

CA8289457

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

STATUTORY RIGHT OF WAY

CB251887

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

INTER ALIA

COVENANT

CB251888

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

INTER ALIA

**MORTGAGE** 

CB292874

2022-10-20 13:21

NATIONAL BANK OF CANADA

**INTER ALIA** 

ASSIGNMENT OF RENTS

CB292875

2022-10-20 13:21

NATIONAL BANK OF CANADA

File Reference: 117142-00002

262 2025-02-04, 11:22:05

Requestor: Catherine Spaa

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: MORTGAGE Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

File Reference: 117142-00002

263 2025-02-04, 11:22:05

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54 Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03 Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature: EASEMENT Registration Number: CB1428814

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN

EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

File Reference: 117142-00002

2025-02-04, 11:22:05

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428818
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428822
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

265 2025-02-04, 11:22:05

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428826
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Nature: MORTGAGE
Registration Number: CB1535240

Registration Date and Time: 2024-08-19 10:23
Registered Owner: LEI BUN LEUNG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: XIAO LIAN ZHANG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: JOHNSON RUI LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: JON KIT LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: KAREN LEUNG

AS TO AN UNDIVIDED 300/3500 INTEREST

File Reference: 117142-00002

266 2025-02-04, 11:22:05

Requestor: Catherine Spaa

Nature: ASSIGNMENT OF RENTS

Registration Number: CB1535241

Registration Date and Time: 2024-08-19 10:23
Registered Owner: LEI BUN LEUNG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: XIAO LIAN ZHANG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: JOHNSON RUI LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: JON KIT LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: KAREN LEUNG

AS TO AN UNDIVIDED 300/3500 INTEREST

Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION

Registration Number: CB1794125

Registration Date and Time: 2024-12-31 15:10

Registered Owner: SHUN FENG INVESTMENT LTD.

INCORPORATION NO. BC1175444

Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

2025-02-04, 11:22:07

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** 

CB1428890

From Title Number

JA6749

**Application Received** 

2024-07-08

**Application Entered** 

2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Taxation Authority** 

Vancouver, City of

**Description of Land** 

Parcel Identifier:

032-299-974

Legal Description:

STRATA LOT 3 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

### **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

CA8289446

Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

268 2025-02-04, 11:22:07

Requestor: Catherine Spaa

File Reference: 117142-00002

Nature: COVENANT
Registration Number: CA8289447
Registration Date and Time: 2020-07-08

Registration Date and Time: 2020-07-08 16:01

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: EQUITABLE CHARGE

Registration Number: CA8289448
Registration Date and Time: 2020-07-08 16:01

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CA8289457

Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB292875

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Requestor: Catherine Spaa

Nature:

MORTGAGE

Registration Number:

File Reference: 117142-00002

CB293126

Registration Date and Time:

2022-10-20 14:00

Registered Owner:

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB293127

Registration Date and Time:

2022-10-20 14:00

Registered Owner:

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks:

**INTER ALIA** 

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294025

Registration Date and Time:

2022-10-20 16:44

Remarks:

**INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

**MORTGAGE** 

Registration Number:

CB294046

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC.

WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks:

INTER ALIA

Nature:

**ASSIGNMENT OF RENTS** 

Registration Number:

CB294047

Registration Date and Time: Registered Owner:

2022-10-20 16:58

INCORPORATION NO. BC1195001

Remarks:

File Reference: 117142-00002

270 2025-02-04, 11:22:07

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature: EASEMENT Registration Number: CB1428814

Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

APPURTE

APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN

EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

2025-02-04, 11:22:07

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428818

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number: Registration Date and Time: CB1428819 2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428820

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428822

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428823

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428824

2024-07-08 13:59

Registration Date and Time: Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

272 2025-02-04, 11:22:07

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428826

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428814 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428827

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428828

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

**Transfers** 

NONE

**Pending Applications** 

NONE

Title Number: CB1428890 TITLE SEARCH PRINT Page 6 of 6

2025-02-04, 11:22:08

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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

CB1428891

JA6749

**Application Received** 

2024-07-08

**Application Entered** 

2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Taxation Authority** 

Vancouver, City of

**Description of Land** 

Parcel Identifier:

032-299-982

Legal Description:

STRATA LOT 4 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

# **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

CA8289446

Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

Requestor: Catherine Spaa

File Reference: 117142-00002

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time: Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number: Registration Date and Time:

Registered Owner:

Remarks:

COVENANT

CA8289447

2020-07-08 16:01

CITY OF VANCOUVER **INTER ALIA** 

**EQUITABLE CHARGE** 

CA8289448

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

COVENANT

CA8289457

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

STATUTORY RIGHT OF WAY

CB251887

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

**INTER ALIA** 

COVENANT

CB251888

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

**INTER ALIA** 

**MORTGAGE** 

CB292874

2022-10-20 13:21

NATIONAL BANK OF CANADA

**INTER ALIA** 

ASSIGNMENT OF RENTS

CB292875

2022-10-20 13:21

NATIONAL BANK OF CANADA

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

**MORTGAGE** CB293126

Registration Date and Time:

2022-10-20 14:00

Registered Owner:

Registration Number:

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB293127

Registration Date and Time:

2022-10-20 14:00

Registered Owner:

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks:

**INTER ALIA** 

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294025

Registration Date and Time:

2022-10-20 16:44

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294026

Registration Date and Time:

2022-10-20 16:44

Remarks:

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

**MORTGAGE** 

Registration Number:

CB294046

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB294047

Registration Date and Time:

2022-10-20 16:58

Registered Owner:

WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001

Remarks:

2025-02-04, 11:22:08

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

e: PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

**EASEMENT** 

Registration Number:

CB1428814

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN

EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER INTER ALIA

Remarks:

III LEIV VEIV

Nature:

COVENANT

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59 CITY OF VANCOUVER

Registered Owner: Remarks:

**INTER ALIA** 

Title Number: CB1428891 TITLE SEARCH PRINT Page 4 of 6

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428818 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428814 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428819 Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428820 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428822 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428814 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

PRIORITY AGREEMENT Nature:

CB1428824 Registration Number: Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

File Reference: 117142-00002

2025-02-04, 11:22:08

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428826 Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

279 025-02-04, 11:22:09

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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**CB1428892
From Title Number
JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-299-991

Legal Description:

STRATA LOT 5 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Requestor: Catherine Spaa

File Reference: 117142-00002

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

2020-07-08 16:01

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

**EQUITABLE CHARGE** 

CITY OF VANCOUVER

CA8289448

**COVENANT** 

CA8289447

**INTER ALIA** 

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

COVENANT

CA8289457

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

Registration Date and Time:

Registered Owner:

CB251887

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

Remarks:

**INTER ALIA** 

COVENANT

CB251888

Nature:

Registration Number:

Registration Date and Time:

2022-09-29 10:48

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

**INTER ALIA** 

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

**MORTGAGE** CB292874

2022-10-20 13:21

NATIONAL BANK OF CANADA

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB292875

Registration Date and Time:

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA

Remarks:

File Reference: 117142-00002

281 2025-02-04, 11:22:09

Requestor: Catherine Spaa

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: MORTGAGE Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

File Reference: 117142-00002

282 2025-02-04, 11:22:09

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature: EASEMENT Registration Number: CB1428814

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN

EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER

2025-02-04, 11:22:09

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428818
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428822
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

2025-02-04, 11:22:09

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428826

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:
Registration Date and Time:

CB1428827

Remarks:

2024-07-08 13:59

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428828

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

Transfers

NONE

**Pending Applications** 

NONE

Title Number: CB1428892 TITLE SEARCH PRINT Page 6 of 6

2025-02-04, 11:22:10

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** 

CB1428893 JA6749

From Title Number

**Application Received** 

2024-07-08

**Application Entered** 

2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Taxation Authority** 

Vancouver, City of

**Description of Land** 

Parcel Identifier:

032-300-000

Legal Description:

STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

#### **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

CA8289446

Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number: Registration Date and Time:

Registered Owner:

Remarks:

**COVENANT** 

CA8289447

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

**EQUITABLE CHARGE** 

CA8289448

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

COVENANT

CA8289457

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

STATUTORY RIGHT OF WAY

CB251887

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

INTER ALIA

COVENANT

CB251888

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

**INCORPORATION NO. BC0746680** 

**INTER ALIA** 

**MORTGAGE** 

CB292874

2022-10-20 13:21

NATIONAL BANK OF CANADA

INTER ALIA

ASSIGNMENT OF RENTS

CB292875

2022-10-20 13:21

NATIONAL BANK OF CANADA

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number: Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time: Registered Owner:

Remarks:

**MORTGAGE** 

CB293126

2022-10-20 14:00

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

INTER ALIA

ASSIGNMENT OF RENTS

CB293127

2022-10-20 14:00

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

INTER ALIA

PRIORITY AGREEMENT

CB294025

2022-10-20 16:44

**INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

PRIORITY AGREEMENT

CB294026

2022-10-20 16:44

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

**MORTGAGE** 

CB294046

2022-10-20 16:58

WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

INTER ALIA

ASSIGNMENT OF RENTS

CB294047

2022-10-20 16:58

WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

2025-02-04, 11:22:10

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

**INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

**EASEMENT** 

Registration Number:

CB1428814

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN

EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59 CITY OF VANCOUVER

Registered Owner:

**INTER ALIA** 

Nature:

Remarks:

COVENANT

Registration Number:

CB1428816

Registration Date and Time:

2024-07-08 13:59 CITY OF VANCOUVER

Registered Owner: Remarks:

File Reference: 117142-00002 Requestor: Catherine Spaa

PRIORITY AGREEMENT Nature:

Registration Number: CB1428818 Registration Date and Time: 2024-07-08 13:59

Remarks: **INTER ALIA** 

GRANTING CB1428814 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428819 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

CB1428820 Registration Number: Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428822 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428814 PRIORITY OVER CB293126 AND

CB293127

PRIORITY AGREEMENT Nature:

Registration Number: CB1428823 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

PRIORITY AGREEMENT Nature:

Registration Number: CB1428824 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428826

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428827

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428828

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Nature:

MORTGAGE

Registration Number:

CB1535240

Registration Date and Time:

2024-08-19 10:23

Registered Owner:

Registered Owner:

LEI BUN LEUNG

AS TO AN UNDIVIDED 600/3500 INTEREST

XIAO LIAN ZHANG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner:

JOHNSON RUI LEUNG

Registered Owner:

AS TO AN UNDIVIDED 1000/3500 INTEREST

JON KIT LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: KAREN LEUNG

AS TO AN UNDIVIDED 300/3500 INTEREST

Remarks:

Title Number: CB1428893

File Reference: 117142-00002

291 2025-02-04, 11:22:10

Requestor: Catherine Spaa

Nature: ASSIGNMENT OF RENTS

Registration Number: CB1535241

Registration Date and Time: 2024-08-19 10:23 Registered Owner: LEI BUN LEUNG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: XIAO LIAN ZHANG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: JOHNSON RUI LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: JON KIT LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: KAREN LEUNG

AS TO AN UNDIVIDED 300/3500 INTEREST

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB1650209

Registration Date and Time: 2024-10-12 10:58

Registered Owner: LI JIANG Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB1650210
Registration Date and Time: 2024-10-12 10:58

Registered Owner: LI JIANG Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

2025-02-04, 11:22:11

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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

CB1428894 JA6749

Application Received

2024-07-08

**Application Entered** 

2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Taxation Authority** 

Vancouver, City of

**Description of Land** 

Parcel Identifier:

032-300-018

Legal Description:

STRATA LOT 7 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

#### Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:

**COVENANT** 

Registration Number:

CA8289446

Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

COVENANT Registration Number: CA8289447

Registration Date and Time: Registered Owner:

CITY OF VANCOUVER

2020-07-08 16:01

Remarks:

**INTER ALIA** 

Nature:

**EQUITABLE CHARGE** 

Registration Number:

CA8289448

Registration Date and Time:

2020-07-08 16:01 CITY OF VANCOUVER

Registered Owner: Remarks:

**INTER ALIA** 

Nature:

COVENANT CA8289457

Registration Number: Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB251887

Registration Date and Time:

2022-09-29 10:48

Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

INTER ALIA

Nature:

COVENANT CB251888

Registration Number:

2022-09-29 10:48

Registration Date and Time: Registered Owner:

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

INTER ALIA

Nature:

**MORTGAGE** CB292874

Registration Number: Registration Date and Time:

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA

Remarks:

**INTER ALIA** 

Nature:

ASSIGNMENT OF RENTS

Registration Number: Registration Date and Time: CB292875

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA

Remarks:

294 2025-02-04, 11:22:11

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44 Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: MORTGAGE Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

295 2025-02-04, 11:22:1

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294534

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294535

Registration Date and Time:

2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294554

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB294555

Registration Date and Time:

2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature:

EASEMENT

Registration Number:

CB1428814

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN

EPP133834

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CB1428815

Registration Date and Time:

2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

INTER ALIA

Nature:

COVENANT

Registration Number: Registration Date and Time: CB1428816 2024-07-08 13:59

Registered Owner:

CITY OF VANCOUVER

Remarks:

296 2025-02-04, 11:22:11

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428818
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428822
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

297 2025-02-04, 11:22:11

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428826 Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827 Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Nature: MORTGAGE

Registration Number: CB1535240
Registration Date and Time: 2024-08-19 10:23

Registered Owner: LEI BUN LEUNG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: XIAO LIAN ZHANG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: JOHNSON RUI LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: JON KIT LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: KAREN LEUNG

AS TO AN UNDIVIDED 300/3500 INTEREST

Remarks: INTER ALIA

File Reference: 117142-00002

298 2025-02-04, 11:22:11

Requestor: Catherine Spaa

Nature: ASSIGNMENT OF RENTS

Registration Number: CB1535241

Registration Date and Time: 2024-08-19 10:23
Registered Owner: LEI BUN LEUNG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: XIAO LIAN ZHANG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: JOHNSON RUI LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: JON KIT LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: KAREN LEUNG

AS TO AN UNDIVIDED 300/3500 INTEREST

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB1650209

Registration Date and Time: 2024-10-12 10:58

Registered Owner: LI JIANG Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB1650210
Registration Date and Time: 2024-10-12 10:58

Registered Owner: LI JIANG Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

299 2025-02-04, 11:22:12

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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

CB1428895 JA6749

**Application Received** 

2024-07-08

**Application Entered** 

2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority

Vancouver, City of

**Description of Land** 

Parcel Identifier:

032-300-026

Legal Description:

STRATA LOT 8 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

## **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

CA8289446

Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

Requestor: Catherine Spaa

File Reference: 117142-00002

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature: Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number: Registration Date and Time:

Registered Owner:

Remarks:

COVENANT

CA8289447

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

**EQUITABLE CHARGE** 

CA8289448

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

COVENANT

CA8289457

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

STATUTORY RIGHT OF WAY

CB251887

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

INTER ALIA

COVENANT

CB251888

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

INTER ALIA

**MORTGAGE** 

CB292874

2022-10-20 13:21

NATIONAL BANK OF CANADA

INTER ALIA

ASSIGNMENT OF RENTS

CB292875

2022-10-20 13:21

NATIONAL BANK OF CANADA

Requestor: Catherine Spaa

File Reference: 117142-00002

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time: Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Remarks:

Nature:

Registration Number:

Remarks:

Nature:

Registration Number: Registration Date and Time:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time: Registered Owner:

Remarks:

Title Number: CB1428895

**MORTGAGE** 

CB293126

2022-10-20 14:00

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

INTER ALIA

ASSIGNMENT OF RENTS

CB293127

2022-10-20 14:00

PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

INTER ALIA

PRIORITY AGREEMENT

CB294025

2022-10-20 16:44

**INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

PRIORITY AGREEMENT

CB294026

2022-10-20 16:44

**INTER ALIA** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

**MORTGAGE** 

CB294046

2022-10-20 16:58

WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001 INTER ALIA

ASSIGNMENT OF RENTS

CB294047

2022-10-20 16:58

WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

File Reference: 117142-00002 Requestor: Catherine Spaa

PRIORITY AGREEMENT Nature:

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54 INTER ALIA

Remarks:

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54 INTER ALIA

Remarks:

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03 Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03

Remarks: **INTER ALIA** 

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature: **EASEMENT** Registration Number: CB1428814

Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN

EPP133834

STATUTORY RIGHT OF WAY Nature:

Registration Number: CB1428815 2024-07-08 13:59 Registration Date and Time:

Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

Nature: COVENANT CB1428816 Registration Number:

Registration Date and Time: 2024-07-08 13:59 Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428818

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number: Registration Date and Time: CB1428819 2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428820

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428822

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428823

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428824

Registration Date and Time: Remarks:

2024-07-08 13:59 **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

2025-02-04, 11:22:12

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428826

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428827

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428828

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Nature:

MORTGAGE

Registration Number:

CB1535240

Registration Date and Time:

2024-08-19 10:23

Registered Owner:

LEI BUN LEUNG

VIA O LIAN 711ANO

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner:

XIAO LIAN ZHANG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner:

JOHNSON RUI LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner:

JON KIT LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: KAREN LEUNG

AS TO AN UNDIVIDED 300/3500 INTEREST

Remarks:

File Reference: 117142-00002

305 2025-02-04, 11:22:12

Requestor: Catherine Spaa

Nature: ASSIGNMENT OF RENTS

Registration Number: CB1535241

Registration Date and Time: 2024-08-19 10:23 Registered Owner: LEI BUN LEUNG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: XIAO LIAN ZHANG

AS TO AN UNDIVIDED 600/3500 INTEREST

Registered Owner: JOHNSON RUI LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: JON KIT LEUNG

AS TO AN UNDIVIDED 1000/3500 INTEREST

Registered Owner: KAREN LEUNG

AS TO AN UNDIVIDED 300/3500 INTEREST

Remarks: INTER ALIA

Nature: MORTGAGE Registration Number: CB1650209

Registration Date and Time: 2024-10-12 10:58

Registered Owner: LI JIANG Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB1650210
Registration Date and Time: 2024-10-12 10:58

Registered Owner: LI JIANG Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

File Reference: 117142-00002 Requestor: Catherine Spaa

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

Title Issued Under

STRATA PROPERTY ACT (Section 249)

**Land Title District** 

**VANCOUVER VANCOUVER** Land Title Office

**Title Number** 

CB1428896

From Title Number

JA6749

**Application Received** 

2024-07-08

**Application Entered** 

2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

**Taxation Authority** 

Vancouver, City of

**Description of Land** 

Parcel Identifier:

032-300-034

Legal Description:

STRATA LOT 9 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

# **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:

COVENANT

Registration Number:

CA8289446

Registration Date and Time:

2020-07-08 16:01

Registered Owner:

CITY OF VANCOUVER

Remarks:

Requestor: Catherine Spaa

File Reference: 117142-00002

Nature: COVENANT Registration Number: CA8289447 Registration Date and Time: 2020-07-08 16:01 Registered Owner: CITY OF VANCOUVER

Remarks:

**INTER ALIA** 

Nature: **EQUITABLE CHARGE** 

Registration Number: CA8289448 Registration Date and Time: 2020-07-08 16:01 Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

COVENANT Nature: Registration Number: CA8289457

Registration Date and Time: 2020-07-08 16:01

Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

STATUTORY RIGHT OF WAY Nature:

Registration Number: CB251887

Registration Date and Time: 2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC. Registered Owner:

INCORPORATION NO. BC0746680

Remarks: **INTER ALIA** 

Nature: COVENANT CB251888 Registration Number:

Registration Date and Time: 2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC. Registered Owner:

INCORPORATION NO. BC0746680

**INTER ALIA** Remarks:

**MORTGAGE** Nature: Registration Number: CB292874

Registration Date and Time: 2022-10-20 13:21

Registered Owner: NATIONAL BANK OF CANADA

Remarks: **INTER ALIA** 

ASSIGNMENT OF RENTS Nature:

CB292875 Registration Number: Registration Date and Time: 2022-10-20 13:21

NATIONAL BANK OF CANADA Registered Owner:

Remarks: **INTER ALIA** 

File Reference: 117142-00002

308 2025-02-04, 11:22:13

Requestor: Catherine Spaa

Nature: MORTGAGE Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: MORTGAGE Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54 **INTER ALIA** 

Remarks:

File Reference: 117142-00002

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

CB294535 Registration Number:

2022-10-21 08:54 Registration Date and Time: **INTER ALIA** 

Remarks:

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03 Remarks:

INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

CB294555 Registration Number:

Registration Date and Time: 2022-10-21 09:03

Remarks:

INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

**EASEMENT** Nature: Registration Number: CB1428814

Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN

EPP133834

STATUTORY RIGHT OF WAY Nature:

CB1428815 Registration Number: Registration Date and Time: 2024-07-08 13:59 Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

COVENANT Nature: Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: **INTER ALIA** 

TITLE SEARCH PRINT Requestor: Catherine Spaa File Reference: 117142-00002

PRIORITY AGREEMENT Nature:

Registration Number: CB1428818 Registration Date and Time: 2024-07-08 13:59

Remarks: **INTER ALIA** 

GRANTING CB1428814 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428819 Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428820 Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

Registration Number: CB1428822 Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428823 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB1428824 Registration Date and Time: 2024-07-08 13:59 Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

2025-02-04, 11:22:13

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428826

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428827

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428828

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

**Duplicate Indefeasible Title** 

NONE OUTSTANDING

Transfers

NONE

**Pending Applications** 

Title Number: CB1428896

NONE

TITLE SEARCH PRINT 2025-02-04, 11:22:1

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428897 From Title Number JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-300-042

Legal Description:

STRATA LOT 10 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

#### **Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

**COVENANT** CA8289447 2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

**EQUITABLE CHARGE** 

CA8289448

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

COVENANT

CA8289457

2020-07-08 16:01

CITY OF VANCOUVER

**INTER ALIA** 

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

Registration Date and Time:

Registered Owner:

CB251887

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

Nature: Registration Number:

Registration Date and Time:

Registered Owner:

COVENANT CB251888

INTER ALIA

2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC.

INCORPORATION NO. BC0746680

Remarks:

**INTER ALIA** 

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

**MORTGAGE** CB292874

2022-10-20 13:21

NATIONAL BANK OF CANADA

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CB292875

Registration Date and Time:

2022-10-20 13:21

Registered Owner:

NATIONAL BANK OF CANADA **INTER ALIA** 

Remarks:

Title Number: CB1428897 TITLE SEARCH PRINT Page 2 of 6

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

Registration Number:

Registration Date and Time:

Registered Owner:

**INCORPORATION NO. BC1059668** INTER ALIA

CB293127

**INTER ALIA** 

**MORTGAGE** 

2022-10-20 14:00

2022-10-20 14:00

ASSIGNMENT OF RENTS

PETERSON INVESTMENT GROUP INC.

PETERSON INVESTMENT GROUP INC.

**INCORPORATION NO. BC1059668** 

CB293126

Nature:

Remarks:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

Nature:

Registration Number:

Registration Date and Time:

Remarks:

CB294025

PRIORITY AGREEMENT

2022-10-20 16:44

**INTER ALIA** 

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

Nature:

Registration Number:

Registration Date and Time:

Remarks:

PRIORITY AGREEMENT

CB294026

2022-10-20 16:44

INTER ALIA

**MORTGAGE** 

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature:

Registration Number:

Registered Owner:

CB294046 Registration Date and Time: 2022-10-20 16:58

WESTMOUNT WEST SERVICES INC. **INCORPORATION NO. BC1195001** 

INTER ALIA

Remarks:

Nature:

Registration Number:

Registration Date and Time: Registered Owner:

Remarks:

CB294047

ASSIGNMENT OF RENTS

2022-10-20 16:58

WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

File Reference: 117142-00002

2025-02-04, 11:22:14

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks:

INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03 Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature: EASEMENT Registration Number: CB1428814

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN

EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT Registration Number: CB1428816

Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

2025-02-04, 11:22:14

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

PRIORITY AGREEMENT

Registration Number:

CB1428818

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428819

Registration Date and Time:

2024-07-08 13:59 INTER ALIA

Remarks:

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428820

Registration Date and Time:

2024-07-08 13:59

Remarks:

**INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428822

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428823

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature:

PRIORITY AGREEMENT

Registration Number:

CB1428824

Registration Date and Time:

2024-07-08 13:59

Remarks:

INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB293126 AND

CB293127

Title Number: CB1428897

TITLE SEARCH PRINT

Page 5 of 6

File Reference: 117142-00002 Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428826 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428814 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB1428827 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

PRIORITY AGREEMENT Nature:

Registration Number: CB1428828 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

**Duplicate Indefeasible Title** NONE OUTSTANDING

Transfers NONE

**Pending Applications** NONE TITLE SEARCH PRINT 2025-02-04, 11:22:15

File Reference: 117142-00002 Requestor: Catherine Spaa

\*\*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** CB1428898 From Title Number JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255

101 - 6386 EAST BOULEVARD

VANCOUVER, BC

V6M 3J5

Taxation Authority Vancouver, City of

**Description of Land** 

Parcel Identifier: 032-300-051

Legal Description:

STRATA LOT 11 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA
PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** 

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Requestor: Catherine Spaa

Nature:

File Reference: 117142-00002

Registration Number: Registration Date and Time:

Registered Owner:

Remarks:

Nature: **EQUITABLE CHARGE** 

Registration Number: CA8289448

2020-07-08 16:01 Registration Date and Time: CITY OF VANCOUVER

Registered Owner:

Remarks: **INTER ALIA** 

Nature: **COVENANT** Registration Number: CA8289457

Registration Date and Time: 2020-07-08 16:01

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

STATUTORY RIGHT OF WAY Nature:

Registration Number: CB251887

2022-09-29 10:48 Registration Date and Time:

Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.

COVENANT

CA8289447

**INTER ALIA** 

2020-07-08 16:01

CITY OF VANCOUVER

**INCORPORATION NO. BC0746680** 

Remarks: **INTER ALIA** 

COVENANT Nature: Registration Number: CB251888

Registration Date and Time: 2022-09-29 10:48

FORTISBC ALTERNATIVE ENERGY SERVICES INC. Registered Owner:

**INCORPORATION NO. BC0746680** 

Remarks: INTER ALIA

**MORTGAGE** Nature: CB292874 Registration Number:

2022-10-20 13:21 Registration Date and Time:

Registered Owner: NATIONAL BANK OF CANADA

Remarks: INTER ALIA

ASSIGNMENT OF RENTS Nature:

CB292875 Registration Number:

Registration Date and Time: 2022-10-20 13:21

NATIONAL BANK OF CANADA Registered Owner:

Remarks: INTER ALIA

File Reference: 117142-00002

320 2025-02-04, 11:22:15

Requestor: Catherine Spaa

Natura:

Nature: MORTGAGE
Registration Number: CB293126

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB293127

Registration Date and Time: 2022-10-20 14:00

Registered Owner: PETERSON INVESTMENT GROUP INC.

INCORPORATION NO. BC1059668

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT

Registration Number: CB294025

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

Registration Number: CB294026

Registration Date and Time: 2022-10-20 16:44

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB293126 AND

CB293127

Nature: MORTGAGE Registration Number: CB294046

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

INCORPORATION NO. BC1195001

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS

Registration Number: CB294047

Registration Date and Time: 2022-10-20 16:58

Registered Owner: WESTMOUNT WEST SERVICES INC.

**INCORPORATION NO. BC1195001** 

Remarks: INTER ALIA

File Reference: 117142-00002

321 2025-02-04, 11:22:15

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB294534

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292874 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294535

Registration Date and Time: 2022-10-21 08:54

Remarks: INTER ALIA

GRANTING CB292875 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294554

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293126 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB294555

Registration Date and Time: 2022-10-21 09:03

Remarks: INTER ALIA

GRANTING CB293127 PRIORITY OVER CB294046 AND

CB294047

Nature: EASEMENT
Registration Number: CB1428814

Description Date and Times
2024-07-08-12

Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN

EPP133834

Nature: STATUTORY RIGHT OF WAY

Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59

Registered Owner: CITY OF VANCOUVER

Remarks: INTER ALIA

Requestor: Catherine Spaa File Reference: 117142-00002

PRIORITY AGREEMENT Nature:

Registration Number: CB1428818 Registration Date and Time: 2024-07-08 13:59

Remarks: **INTER ALIA** 

GRANTING CB1428814 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

Registration Number: CB1428819 Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428815 PRIORITY OVER CB292874 AND

CB292875

PRIORITY AGREEMENT Nature:

CB1428820 Registration Number: Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB292874 AND

CB292875

Nature: PRIORITY AGREEMENT

CB1428822 Registration Number: Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428814 PRIORITY OVER CB293126 AND

CB293127

PRIORITY AGREEMENT Nature:

Registration Number: CB1428823 Registration Date and Time: 2024-07-08 13:59 **INTER ALIA** Remarks:

GRANTING CB1428815 PRIORITY OVER CB293126 AND

CB293127

Nature: PRIORITY AGREEMENT

CB1428824 Registration Number: Registration Date and Time: 2024-07-08 13:59 Remarks: **INTER ALIA** 

GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

File Reference: 117142-00002

323 2025-02-04, 11:22:15

Requestor: Catherine Spaa

Nature: PRIORITY AGREEMENT

Registration Number: CB1428826
Registration Date and Time: 2024-07-08 13:59

Remarks: INTER ALIA

GRANTING CB1428814 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428815 PRIORITY OVER CB294046 AND

CB294047

Nature: PRIORITY AGREEMENT

Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA

GRANTING CB1428816 PRIORITY OVER CB294046 AND

CB294047

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is **Exhibit "O"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

THIS GENERAL SECURITY AGREEMENT dated for reference October 19 , 2022.

#### BETWEEN:

1076255 B.C. LTD., (Inc. No. BC1076255), a British Columbia company, having its registered and records office at 1530 - 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

LIGHTSTONE DEVELOPMENT LTD., (Inc. No. BC1083494), a British Columbia company, having its registered and records office at 1530 - 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

1082463 B.C. LTD., (Inc. No. BC1082463), a British Columbia company, having its registered and records office at 1530 - 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

1218548 B.C. LTD., (Inc. No. BC1218548), a British Columbia company, having its registered and records office at 2900 - 550 Burrard Street, Vancouver, BC V6C 0A3

GOLD COAST INDUSTRIES LTD., (Inc. No. BC1039294), a British Columbia company, having its registered and records office at Suite 500 Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8

(collectively, the "Debtor")

### AND:

<u>PETERSON INVESTMENT GROUP INC.</u> (Inc. No. BC1059668), a British Columbia company, having an office at Suite 1701 – 1166 Alberni Street, Vancouver, British Columbia, V6E 3Z3

(the "Secured Party")

#### SECURITY

- 1.1 For value received, the Debtor grants and creates the security constituted by this General Security Agreement and agrees to the terms, covenants, agreements, conditions, provisos and other matters set out in this General Security Agreement.
- 1.2 As general and continuing security for the Obligations (as defined in section 2.1 hereof), the Debtor:
  - (a) hereby grants to the Secured Party, by way of mortgage, charge, assignment and transfer, a security interest in all the presently owned or held and hereafter acquired right, title and interest of the Debtor in and to all Goods (including all accessories, attachments, additions and Accessions thereto), Chattel Paper, Documents of Title

(whether negotiable or not), Instruments, Intangibles, Licences, Money and Investment Property of whatsoever nature and kind which are now or at any time hereafter situate on the Lands (as hereinafter defined) or which now or in the future pertain to or which are now or at any time may be annexed to, comprised in or used in connection with the Lands and the Project (as hereinafter defined) and all Proceeds thereof and therefrom, renewals thereof, Accessions thereto and substitutions therefor (all of which are herein collectively called the "Collateral"), including, without limiting the generality of the foregoing:

- (i) Inventory of whatsoever nature and kind and wheresoever situate;
- (ii) Equipment (other than Inventory) of whatsoever nature and kind and wheresoever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature and kind;
- (iii) book accounts and book debts and generally all Accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit, letters of guarantee and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor (all of which are herein collectively called the "Debts");
- (iv) deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (v) contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property;
- (vi) monies other than trust monies lawfully belonging to others;
- (vii) personal property described in any schedule now or hereafter annexed hereto; and

## 1.3 In this General Security Agreement:

- (a) any reference to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof";
- (b) any reference to "Debtor" and the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more corporations or partnerships and, if more than one Debtor executes this General Security Agreement, this General Security Agreement shall apply and be binding upon each of them jointly and severally and all obligations hereunder shall be joint and several;

- (c) any reference to "General Security Agreement" shall, unless the context otherwise requires, be deemed a reference to this General Security Agreement as amended from time to time by written agreement together with the schedules hereto and any schedules added hereto pursuant to the provisions hereof;
- (d) any reference to "Lands" shall mean the lands legally described as PID: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (as may be consolidated, developed, subdivided and/or stratified from time to time);
- (e) any reference to "PPSA" shall mean the *Personal Property Security Act* of the Province as amended from time to time, including any amendments thereto and any Act substituted therefor and amendments thereto;
- (f) any reference to "**Project**" shall mean the 4-storey mixed use development on the Lands consisting of 46 residential units, 12 commercial units totalling approximately 16,662 square feet and 2 levels of underground parking, known as "Chloe";
- (g) any reference to the "STA" shall mean the Securities Transfer Act of the Province or, to the extent applicable, similar legislation of any other jurisdiction, as amended from time to time, including any amendments thereto and any Act substituted therefor and amendments thereto;
- (h) any reference to the "Province" shall mean the Province of British Columbia; and
- the terms "Accessions", "Accounts", "Chattel Paper", "Consumer Goods", "Documents of Title", "Equipment", "Goods", "Instruments", "Intangibles", "Inventory", "Investment Property", "Licences", "Money" and "Proceeds" and other words and expressions which have been defined in the PPSA shall be interpreted in accordance with their respective meanings given in the PPSA unless otherwise defined herein or unless the context otherwise requires.
- 1.4 The Secured Party and the Debtor have not agreed to postpone the time for attachment of the security interest granted hereby and the Debtor and the Secured Party intend that the security interest granted hereby shall attach to presently owned or held Collateral forthwith upon execution of this General Security Agreement and shall attach to hereafter acquired Collateral forthwith upon acquisition of any right, title and interest of the Debtor in such Collateral.
- 1.5 If the Debtor acquires Collateral consisting of certificated securities it shall immediately deliver to the Secured Party any and all certificates representing such Collateral (the "Pledged Certificated Securities") and other materials as may be required from time to time to provide the Secured Party with control over all Pledged Certificated Securities in the manner provided under section 23 of the STA, and at the request of the Secured Party, upon a default in accordance with section 8.1 hereof, will cause all Pledged Certificated Securities to be registered in the name of the Secured Party or its nominee.
- 1.6 If the Debtor acquires Collateral consisting of uncertificated securities (the "Pledged Uncertificated Securities", and collectively with the Pledged Certificated Securities, the "Pledged Securities") it shall deliver to the Secured Party any and all such documents,

agreements and other materials reasonably requested by the Secured Party as may be required from time to time to provide the Secured Party with control over all such Collateral in the manner provided under section 24 of the STA.

- 1.7 If the Debtor acquires Collateral consisting of securities entitlements it shall deliver to the Secured Party any and all such documents, agreements and other materials reasonably requested by the Secured Party as may be required from time to time to provide the Secured Party with control over all such Collateral in the manner provided under section 25 of the STA.
- 1.8 The Debtor shall not cause or permit any person other than the Secured Party to have "control" (as defined in the STA) of any financial asset or investment property constituting part of the Collateral, other than control in favour of any depository bank or securities intermediary which has subordinated its encumbrances to the encumbrances of the Secured Party pursuant to documentation in form and substance satisfactory to the Secured Party.
- 1.9 The last 10 days of the term created by any lease or agreement therefor are hereby excepted out of the security constituted by this General Security Agreement but the Debtor shall stand possessed of the reversion thereby remaining upon trust to assign and dispose thereof to any third party as the Secured Party shall direct.

#### 2. OBLIGATIONS SECURED

- 2.1 The security constituted by this General Security Agreement is general and continuing security for payment, performance and satisfaction of each and every obligation, indebtedness and liability of the Debtor, and each of them, to the Secured Party (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate unpaid balance thereof, including all future advances and re-advances, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor, or any of them, be bound alone or with another or others and whether as principal or surety, (all of which obligations, indebtedness and liabilities are herein collectively called the "Obligations").
- 2.2 This General Security Agreement and the security constituted hereby are in addition to and not in substitution for any other security or securities which the Secured Party may now or from time to time hold or take from the Debtor or from any other person whomsoever.
- 3. SPECIAL PROVISIONS RELATING TO PLEDGED INVESTMENT PROPERTY
- 3.1 Until the security interest granted hereunder becomes enforceable, the Debtor shall have the right to exercise all voting, consensual and other powers of ownership pertaining Collateral which is investment property (the "Pledged Investment Property") for all purposes not inconsistent with the terms of this General Security Agreement provided that the Debtor agrees that it will not vote the Pledged Investment Property in any manner that is inconsistent with the terms of this General Security Agreement.

- 3.2 Unless and until the security interest granted hereunder becomes enforceable, the Debtor shall be entitled to receive and retain any dividends, distributions or proceeds on the Pledged Investment Property (whether paid or distributed in cash, securities or other property).
- 3.3 If the security interest becomes enforceable, whether or not the Secured Party exercises any available right to declare any of the Obligations due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this General Security Agreement, upon notice to the Debtor, all dividends and other distributions on the Pledged Investment Property shall be paid directly to the Secured Party and retained by it as part of the Collateral, subject to the terms of this General Security Agreement, and, if the Secured Party shall so request in writing, the Debtor agrees to execute and deliver to the Secured Party any instruments or other documents necessary or desirable to ensure that all dividends and other distributions on the Pledged Investment Property shall be paid directly to the Secured Party.

### 4. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

- 4.1 The Debtor represents and warrants that, and, so long as this General Security Agreement remains in effect, shall be deemed to continuously represent and warrant that:
  - (a) this General Security Agreement has been authorized, executed and delivered in accordance with resolutions of the directors (and of the shareholders as applicable) of the Debtor and all other matters and things have been done and performed so as to authorize and make the execution and delivery of this General Security Agreement, the creation of the security constituted hereby and the performance of the Debtor's obligations hereunder, legal, valid and binding;
  - (b) the Collateral is genuine and is owned by the Debtor free of all security interests, mortgages, liens, claims, charges and other encumbrances (herein collectively called "Encumbrances"), save for the security constituted by this General Security Agreement, those Encumbrances shown on the Encumbrance Schedule and those Encumbrances approved in writing by the Secured Party;
  - (c) the Debtor has good and lawful authority to create the security in the Collateral constituted by this General Security Agreement;
  - each Debt, Chattel Paper and Instrument included in Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by the Debtor to the Secured Party from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defense, set off, claim or counterclaim against the Debtor which can be asserted against the Secured Party, whether in any proceeding to enforce the Collateral or otherwise; and
  - (e) with respect to Goods (including Inventory) comprised in the Collateral, the locations specified in the Location Schedule are accurate and complete (save for Goods in

transit to such locations and Inventory on lease or consignment) and all fixtures or Goods about to become fixtures which form part of the Collateral will be situate at one of the locations specified in the Location Schedule.

#### 5. COVENANTS OF THE DEBTOR

- 5.1 The Debtor covenants and agrees that at all times while this General Security Agreement remains in effect the Debtor will:
  - (a) defend the Collateral for the benefit of the Secured Party against the claims and demands of all other persons;
  - (b) not, without the prior written consent of the Secured Party:
    - (i) create or permit to exist any Encumbrance against any of the Collateral which ranks or could in any event rank in priority to or *pari passu* with the security constituted by this General Security Agreement, save for:
      - (A) those Encumbrances shown in the Encumbrance Schedule; and
      - (B) Encumbrances approved in writing by the Secured Party prior to creation or assumption; or
    - (ii) grant, sell, exchange, transfer, assign, lease or otherwise dispose of the Collateral;

provided always, that, until default, the Debtor may, in the ordinary course of the Debtor's business, sell or lease Inventory and, subject to section 6.2 hereof, use monies available to the Debtor;

- (c) fully and effectively maintain and keep maintained valid and effective the security constituted by this General Security Agreement;
- (d) notify the Secured Party promptly of:
  - (i) any change in the information contained herein or in the Schedules hereto relating to the Debtor, the Debtor's name, the Debtor's business or the Collateral;
  - (ii) the details of any significant acquisition of Collateral;
  - (iii) the details of any claims or litigation affecting the Debtor or the Collateral;
  - (iv) any loss or damage to the Collateral;
  - (v) any default by any Account Debtor in payment or other performance of obligations of the Account Debtor comprised in the Collateral; and

- (vi) the return to, or repossession by, the Debtor of Collateral;
- (e) keep the Collateral in good order, condition and repair (in the locations specified in the Location Schedule or such other locations as the Secured Party may approve in writing) and not use the Collateral in violation of the provisions of this General Security Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
- (f) carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral and, at the Secured Party's request, mark any and all such records and the Collateral so as to indicate the security constituted by this General Security Agreement;

### (g) forthwith pay:

- (i) all obligations to its employees and all obligations to others which relate to its employees when due, including, without limitation, all taxes, duties, levies, government fees, claims and dues related to its employees;
- (ii) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Debtor shall in good faith contest its obligations so to pay and shall furnish such security as the Secured Party may require; and
- (iii) all Encumbrances which rank or could in any event rank in priority to or *pari* passu with the security constituted by this General Security Agreement, other than the Encumbrances, if any, shown in the Encumbrance Schedule hereto and those approved in writing by the Secured Party;
- (h) prevent the Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an Accession to other property not covered by this General Security Agreement;
- (i) insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Secured Party shall reasonably direct (but in any event in accordance with prudent business practice and for not less than the full replacement cost thereof) with loss payable to the Secured Party and the Debtor, as insureds, as their respective interests may appear, and to pay all premiums for such insurance;
- (j) deliver to the Secured Party from time to time promptly upon request:
  - (i) any Documents of Title, Instruments, Investment Property and Chattel Paper comprised in or relating to the Collateral;

- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
- (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
- (iv) all policies and certificates of insurance relating to the Collateral; and
- (v) such information concerning the Collateral, the Debtor and Debtor's business and affairs as the Secured Party may reasonably require;
- (k) forthwith pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by the Secured Party in:
  - (i) inspecting the Collateral;
  - (ii) negotiating, preparing, perfecting and registering this General Security Agreement and other documents, whether or not relating to this General Security Agreement;
  - (iii) investigating title to the Collateral;
  - (iv) taking, recovering, keeping possession of and insuring the Collateral;
  - (v) connection with any disclosure requirements under the PPSA; and
  - (vi) all other actions and proceedings taken in connection with the preservation of the Collateral and the confirmation, perfection and enforcement of this General Security Agreement and of any other security held by the Secured Party as security for the Obligations;
- (I) at the Secured Party's request at any time and from time to time execute and deliver such further and other documents and instruments and do all other acts and things as the Secured Party reasonably requires in order to give effect to this General Security Agreement or to confirm and perfect, and maintain perfection of, the security constituted by this General Security Agreement in favour of the Secured Party; and
- (m) permit the Secured Party and its representatives, at all reasonable times, access to all the Debtor's property, assets and undertakings and to all its books of account and records for the purpose of inspection and render all assistance necessary for such inspection.
- 6. PAYMENTS AND PROCEEDS
- 6.1 Before or after default under this General Security Agreement, the Secured Party may notify all or any Account Debtors of the security constituted by this General Security Agreement and

may also direct such Account Debtors to make all payments on the Collateral to the Secured Party.

6.2 The Debtor acknowledges that any payments on or other proceeds of the Collateral received by the Debtor from Account Debtors, whether before or after notification of the security constituted by this General Security Agreement to Account Debtors and whether before or after default under this General Security Agreement, shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party forthwith upon request.

#### SECURED PARTY ACTIONS

- 7.1 The Debtor hereby authorizes the Secured Party to file such financing statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying the Collateral or any permitted Encumbrances affecting the Collateral or identifying the locations at which the Debtor's business is carried on and the Collateral and records relating thereto are situate) as the Secured Party may deem appropriate to perfect and continue the security constituted hereby, to protect and preserve the Collateral and to realize upon the security constituted hereby and the Debtor hereby irrevocably constitutes and appoints the Secured Party the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Secured Party.
- 7.2 The Secured Party may charge for its reasonable costs incurred in connection with any disclosure requirements under the PPSA.
- 7.3 If the Debtor fails to perform any of its Obligations hereunder, the Secured Party may, but shall not be obliged to, perform any or all of such Obligations without prejudice to any other rights and remedies of the Secured Party hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred in connection therewith shall be payable by the Debtor to the Secured Party forthwith with interest until paid at the highest rate borne by any of the Obligations and such amounts shall form part of the Obligations and constitute a charge upon the Collateral in favour of the Secured Party prior to all claims subsequent to this General Security Agreement.

### 8. DEFAULT

- 8.1 The Debtor shall be in default under this General Security Agreement, unless otherwise agreed in writing by the Secured Party, upon the occurrence of any of the following events:
  - (a) the Debtor makes default in payment when due of any of the Obligations which are indebtedness or liabilities or the Debtor fails to perform or satisfy any other of the Obligations; or
  - (b) the Debtor is in breach of any term, condition, proviso, agreement or covenant to the Secured Party, or any representation or warranty given by the Debtor to the Secured Party is untrue, whether or not any such term, condition, proviso, agreement or

- covenant, representation or warranty is contained in this General Security Agreement; or
- (c) the Debtor makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of provisions for relief under the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors' Arrangement Act* (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment; or
- (d) there is instituted by or against the Debtor any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding-up of affairs of, the Debtor; or
- (e) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy; or
- (f) a receiver, receiver and manager or receiver-manager of all or any part of the Collateral or of any other property, assets or undertakings of the Debtor is appointed;
- (g) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or a distress or analogous process is levied upon the Collateral or any part thereof; or
- (h) an order is made or an effective resolution is passed for winding-up the Debtor; or
- (i) without the prior written consent of the Secured Party, the Debtor creates or permits to exist any Encumbrance against any of the Collateral which ranks or could in any event rank in priority to or *pari passu* with the security constituted by this General Security Agreement; or
- (j) the holder of any Encumbrance against any of the Collateral does anything to enforce or realize on such Encumbrance; or
- (k) the Debtor enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement with any other person; or
- (I) the Secured Party in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy; or
- (m) any certificate, statement, representation, warranty or audit report herewith, heretofore or hereafter furnished by or on behalf of the Debtor to the Secured Party, whether in connection with this General Security Agreement or otherwise, and whether furnished as an inducement to the Secured Party to extend any credit to or to enter into this or any other agreement with the Debtor or not:

- (i) proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified; or
- (ii) proves to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;

or, upon the date of execution of this General Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, statement, representation, warranty or audit report, which change shall not have been disclosed to the Secured Party at or prior to the time of such execution.

#### ENFORCEMENT

- 9.1 The Secured Party may make demand for payment at any time of any or all of the Obligations which are payable upon demand (whether or not there is any default under this General Security Agreement) and, upon any default under this General Security Agreement, the Secured Party may declare any or all of the Obligations which are not payable on demand to become immediately due and payable.
- 9.2 Upon default under this General Security Agreement, the security hereby constituted will immediately become enforceable.
- 9.3 To enforce and realize on the security constituted by this General Security Agreement, the Secured Party may take any action permitted by law or in equity, as it may deem expedient, and in particular, without limiting the generality of the foregoing, the Secured Party may do any one or more of the following:
  - (a) appoint by instrument a receiver, receiver and manager or receiver-manager (the person so appointed is herein called the "**Receiver**") of the Collateral, with or without bond as the Secured Party may determine, and from time to time in its sole discretion remove such Receiver and appoint another in its stead;
  - (b) enter upon any premises of the Debtor and take possession of the Collateral with power to exclude the Debtor, its agents and its servants therefrom, without becoming liable as a mortgagee in possession;
  - (c) preserve, protect and maintain the Collateral and make such replacements thereof and repairs and additions thereto as the Secured Party may deem advisable;
  - (d) sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that the Debtor will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies therefor are actually received; and
  - (e) exercise all of the rights and remedies of a secured party under the PPSA.

- 9.4 A Receiver appointed pursuant to this General Security Agreement shall be the agent of the Debtor and not of the Secured Party and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Secured Party hereunder, and in addition shall have power to carry on the business of the Debtor and for such purpose from time to time to borrow money either secured or unsecured, and if secured by a security on any of the Collateral, any such security may rank in priority to or *pari passu* with or behind the security constituted by this General Security Agreement, and if it does not so specify such security shall rank in priority to the security constituted by this General Security Agreement.
- 9.5 Any costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) incurred by the Secured Party in connection with or incidental to:
  - (a) the exercise by the Secured Party of all or any of the powers granted to it pursuant to this General Security Agreement; and
  - (b) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to the Receiver pursuant to this General Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;

shall be payable by the Debtor to the Secured Party forthwith with interest until paid at the highest rate borne by any of the Obligations and such amounts shall form part of the Obligations and constitute a charge upon the Collateral in favour of the Secured Party prior to all claims subsequent to this General Security Agreement.

9.6 Subject to applicable law and the claims, if any, of the creditors of the Debtor ranking in priority to the security constituted by this General Security Agreement, all amounts realized from the disposition of the Collateral pursuant to this General Security Agreement will be applied as the Secured Party, in its sole discretion, may direct as follows:

FIRSTLY:

in or toward payment of all costs, charges and expenses referred to in sections 7.3 and 9.5, and other obligations owing under this General Security Agreement;

SECONDLY:

in or toward payment to the Secured Party of all principal and other monies (except interest) unpaid in respect of the Obligations;

THIRDLY:

in or toward payment to the Secured Party of all interest remaining unpaid in

respect of the Obligations; and

FOURTHLY:

any surplus will be paid to the Debtor.

#### 10. DEFICIENCY

10.1 If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full to the Secured Party, the Debtor will immediately pay to the Secured Party the amount of such deficiency.

#### 11. RIGHTS CUMULATIVE

11.1 All rights and remedies of the Secured Party set out in this General Security Agreement are cumulative and no right or remedy contained herein is intended to be exclusive but each will be in addition to every other right or remedy contained herein or in any existing or future general security agreement or now or hereafter existing at law or in equity or pursuant to any other agreement between the Debtor and the Secured Party that may be in effect from time to time.

#### APPOINTMENT OF ATTORNEY

12.1 The Debtor hereby irrevocably appoints the Secured Party or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Debtor for and in the name of the Debtor to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Debtor is obliged to sign, endorse or execute and generally to use the name of the Debtor and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Secured Party or the Receiver, as the case may be, pursuant to this General Security Agreement.

#### 13. LIABILITY OF SECURED PARTY

- 13.1 The Secured Party shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfillment of contracts during any period when the Secured Party shall manage the Collateral upon entry or manage the business of the Debtor, as herein provided, nor shall the Secured Party be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss or realization or for any default or omission for which a mortgagee in possession may be liable.
- 13.2 The Secured Party shall not be bound to do, observe or perform or to see to the observance or performance by the Debtor of any obligations or covenants imposed upon the Debtor nor shall the Secured Party, in the case of Investment Property, Instruments or Chattel Paper, be obliged to reserve rights against other persons, nor shall the Secured Party be obliged to keep any of the Collateral identifiable.
- 13.3 The Secured Party shall not be obliged to inquire into the right of any person purporting to be entitled under the PPSA to information and materials from the Secured Party by making a demand upon the Secured Party for such information and materials and the Secured Party shall be entitled to comply with such demand and shall not be liable for having complied with such demand notwithstanding that such person may in fact not be entitled to make such demand.

- 13.4 The Debtor will indemnify the Secured Party and hold the Secured Party harmless from and against any and all claims, costs, losses, demands, actions, causes of action, lawsuits, damages, penalties, judgments and liabilities of whatsoever nature and kind in connection with or arising out of any representation or warranty given by the Debtor, being untrue, the breach of any term, condition, proviso, agreement or covenant to the Secured Party, or the exercise of any of the rights and or remedies of the Secured Party, or any transaction contemplated in this General Security Agreement.
- 13.5 The Debtor hereby waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Secured Party than provided in this General Security Agreement.
- The Secured Party is authorized, in connection with any offer or sale of any Pledged Securities 13.6 or any Collateral that is a security entitlement (the "Security Entitlements"), to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with applicable law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Pledged Securities or Security Entitlements. The Debtor further agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Secured Party will not be liable or accountable to the Debtor for any discount allowed by reason of the fact that such Pledged Securities or Security Entitlements are sold in compliance with any such limitation or restriction. If the Secured Party chooses to exercise its right to sell any or all Pledged Securities or Security Entitlements, upon written request, the Debtor will promptly cause each applicable issuer to furnish to the Secured Party all such information as the Secured Party may request in order to determine the number of shares and other instruments included in the Collateral which may be sold by the Secured Party in exempt transactions under any laws governing securities, and the rules and regulations of any applicable securities regulatory thereunder, as the same are from time to time in effect.

### 14. APPROPRIATION OF PAYMENTS AND OFFSET

- 14.1 Subject to any applicable provisions of the PPSA, any and all payments made in respect of the Obligations from time to time and monies realized from any security held therefor (including monies collected in accordance with or realized on any enforcement of this General Security Agreement) may be applied to such part or parts of the Obligations as the Secured Party may see fit, and the Secured Party may at all times and from time to time change any appropriation as the Secured Party may see fit or, at the option of the Secured Party, such payments and monies may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or to the rights of the Secured Party hereunder.
- 14.2 Without limiting any other right of the Secured Party, whenever any of the Obligations is immediately due and payable or the Secured Party has the right to declare any of the Obligations to be immediately due and payable (whether or not it has so declared), the

Secured Party may, in its sole discretion, set off against any of the Obligations any and all monies then owed to the Debtor by the Secured Party in any capacity, whether or not due and to do so even though any charge therefor is made or entered on the Secured Party's records subsequent thereto, and the Secured Party shall be deemed to have exercised such right to set off immediately at the time of making its decision.

- 15. LIABILITY TO ADVANCE, ETC.
- 15.1 Except to the extent that the Secured Party:
  - (a) by accepting bills of exchange drawn on it by the Debtor; or
  - (b) by issuing letters of credit or letters of guarantee on the application of the Debtor;

is required to advance monies on the maturity of such bills or pursuant to such letters of credit or letters of guarantee, as the case may be, none of the preparation, execution, perfection and registration of this General Security Agreement or the advance of any monies shall bind the Secured Party to make any advance or loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Secured Party or extend any term for performance or satisfaction of any obligation of the Debtor to the Secured Party.

- 15.2 Nothing herein contained shall in any way oblige the Secured Party to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Obligations or any of them.
- 16. WAIVER
- 16.1 No delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any of the Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy.
- The Secured Party may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this General Security Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be.
- 17. EXTENSIONS
- 17.1 The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security, and otherwise deal with the Debtor, Account Debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party may see fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize on the security constituted by this General Security Agreement.

#### 18. ASSIGNMENT

- 18.1 The Secured Party may, without further notice to the Debtor, at any time mortgage, charge, assign, transfer or grant a security interest in this General Security Agreement and the security constituted hereby.
- The Debtor covenants and agrees that the assignee, transferee or secured party of the Secured Party, as the case may be, shall have all of the Secured Party's rights and remedies under this General Security Agreement and the Debtor will not assert any defence, counterclaim, right of set-off or otherwise any claim which it now has or hereafter acquires against the Secured Party in any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

#### 19. SATISFACTION AND DISCHARGE

- 19.1 Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Secured Party, shall be deemed not to be redemption or discharge of the security constituted by this General Security Agreement.
- The Debtor shall be entitled to a release and discharge of the security constituted by this General Security Agreement upon full payment, performance and satisfaction of all Obligations, or the securing of the Obligations to the satisfaction of the Secured Party, and upon written request by the Debtor and payment to the Secured Party of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Secured Party in connection with the Obligations and such release and discharge.

### 20. NO MERGER

- 20.1 This General Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security in any form held or which may hereafter be held by the Secured Party from the Debtor or from any other person whomsoever.
- 20.2 The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the terms, conditions, covenants, agreements or provisos contained in this General Security Agreement.
- 20.3 The release and discharge of the security constituted by this General Security Agreement by the Secured Party shall not operate as a release or discharge of any right of the Secured Party to be indemnified and held harmless by the Debtor pursuant to section 13.4 hereof or of any other right of the Secured Party against the Debtor arising under this General Security Agreement prior to such release and discharge.

#### 21. INTERPRETATION

21.1 In this General Security Agreement:

- (a) the invalidity or unenforceability of the whole or any part of any clause shall not affect the validity or enforceability of any other clause or the remainder of such clause;
- (b) the headings have been inserted for reference only and shall not define, limit, alter or enlarge the meaning of any provision of this General Security Agreement; and
- (c) when the context so requires, the singular shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

#### 22. NOTICE

- 22.1 Whenever either the Secured Party or the Debtor is required or entitled to notify or direct the other or to make a demand upon or request of the other relating to the Collateral, this General Security Agreement or the PPSA, such notice, direction, demand or request shall be sufficiently given if given in writing and delivered to the party for whom it is intended at the address of such party herein or as changed pursuant hereto or if sent by prepaid registered mail addressed to the party for whom it is intended at the address of such party herein set forth or as changed pursuant hereto.
- 22.2 Either the Secured Party or the Debtor may notify the other in accordance herewith of any change in its principal address to be used for the purposes hereof.

#### 23. VARIATION

23.1 Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this General Security Agreement shall be made except by written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

#### 24. ENUREMENT

- 24.1 This General Security Agreement shall enure to the benefit of the Secured Party and its successors and assigns and shall be binding upon the Debtor and its successors and permitted assigns.
- 25. COPY OF AGREEMENT AND FINANCING STATEMENT
- 25.1 The Debtor hereby:
  - (a) acknowledges receiving a copy of this General Security Agreement; and
  - (b) waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or verification statement filed at any time or from time to time in respect of this General Security Agreement.

- 26. GOVERNING LAW
- 26.1 The doctrine of consolidation shall apply to this Security Agreement and to all other mortgages and charges of the Debtor held by the Secured Party and this section 26.1 shall be deemed to be an expression of intention contrary to the *Property Law Act* of the Province.
- 26.2 This General Security Agreement shall be governed by and construed in accordance with the laws of the Province.
- 26.3 For the purpose of legal proceedings this General Security Agreement shall be deemed to have been made in the Province and to be performed there and the courts of the Province shall have jurisdiction over all disputes which may arise under this General Security Agreement and the Debtor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Secured Party from proceeding at its election against the Debtor in the courts of any other Province, country or jurisdiction.

[EXECUTION PAGE TO FOLLOW]

**IN WITNESS WHEREOF** the Debtor has executed this General Security Agreement as of the day and year first above written.

<b>1076255 B.C. LTD.</b> by its authorized signatory(ies):	<b>LIGHTSTONE DEVELOPMENT LTD.</b> by its authorized signatory(ies):
Per: Authorized Signatory	Per:Authorized Signatory
Per: Authorized Signatory	Per:Authorized Signatory
1082463 B.C. LTD. by its authorized signatory(ies):	1218548 B.C. LTD. by its authorized signatory(ies):
Per: Authorized Signatory	Per: Authorized Signatory
Per: Authorized Signatory	Per:Authorized Signatory
GOLD COAST INDUSTRIES LTD. by its authorized signatory(ies):	
Per:Authorized Signatory	
Per:Authorized Signatory	

**IN WITNESS WHEREOF** the Debtor has executed this General Security Agreement as of the day and year first above written.

1076255 B.C. LTD.	LIGHTSTONE DEVELOPMENT LTD.		
by its authorized signatory(ies):	by its authorized signatory(ies):		
Per:Authorized Signatory	Per:Authorized Signatory		
Per:Authorized Signatory	Per:Authorized Signatory		
1082463 B.C. LTD. by its authorized signatory(ies):	<b>1218548 B.C. LTD.</b> by its authorized signatory(ies):		
Per:Authorized Signatory	Per:Authorized Signatory		
Per:Authorized Signatory	Per:Authorized Signatory		
GOLD COAST INDUSTRIES LTD. by its authorized signatory(ies):			
Per: Authorized Signatory			
Per:Authorized Signatory			

### **ENCUMBRANCE SCHEDULE**

### **PRIOR ENCUMBRANCES:**

With respect to 1076255 B.C. Ltd. and Lightstone Development Ltd.:

- Base registration no. 664350M in favour of National Bank of Canada
- Base registration no. 937517M in favour of Westmount West Services Inc.

## With respect to 1082463 B.C. Ltd.:

- Base registration no. 664350M in favour of National Bank of Canada
- Base registration no. 664363M in favour of National Bank of Canada
- Base registration no. 278097N in favour of Peterson Investment Group Inc.
- Base registration no. 319917N in favour of Front Street Leasing LP O/A Dilawri Leasing

## With respect to 1218548 B.C. Ltd.:

• Base registration no. 664350M in favour of National Bank of Canada

## With respect to Gold Coast Industries Ltd.:

- Base registration no. 664350M in favour of National Bank of Canada
- Base registration no. 664363M in favour of National Bank of Canada

# **LOCATION SCHEDULE**

# LOCATION OF THE COLLATERAL:

2096 West 47th Avenue, Vancouver, B.C., legally described as PID: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (as may be consolidated, developed, subdivided and/or stratified from time to time)

# SCHEDULE OF SERIAL NUMBERED GOODS

NIL.

This is **Exhibit "P"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia



BC Registries and Online Services

# Business Debtor - "1076255 B.C. LTD."

Search Date and Time: Account Name:

February 4, 2025 at 11:06:44 am Pacific time

DLA PIPER (CANADA) LLP

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BC Registries and Online Services

# **Base Registration Number: 664350M**

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** December 18, 2020 at 3:21:07 pm Pacific time **Current Expiry Date and Time:** December 18, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

## **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:06:44 am Pacific time)

**Secured Party Information** 

NATIONAL BANK OF CANADA Address

311-6TH AVENUE SW, 6TH FLOOR

CALGARY AB T2P 3H2 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 BC LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

LIGHTSTONE DEVELOPMENT LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1082463 BC LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1218548 BC LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

**GOLD COAST INDUSTRIES LTD** 

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

## **Vehicle Collateral**

None





BC Registries and Online Services

# **General Collateral**

**Base Registration General Collateral:** 

ALL PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, MONEY, CROPS, LICENCES AND ACCOUNTS LOCATED ON, SITUATE ON, ARISING FROM, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY LOCATED AT 6310/6320/6344/6356/6386 EAST BOULEVARD, VANCOUVER, BRITISH COLUMBIA, LEGALLY DESCRIBED AS PID: 031-145-884, LOT 1, BLOCK 2, DISTRICT LOT 526, GROUP 1, NEW WESTMINSTER DISTRICT PLAN EPP91453; ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

**Original Registering Party** 

**BORDEN LADNER GERVAIS LLP** 

**Address** 

1200-200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

## **HISTORY**

(Showing most recent first)

## **RENEWAL**

**Registration Date and Time:** 

October 19, 2022 at 2:38:41 pm Pacific time

**Registration Number:** 

150723P 2 Years

Registration Life: New Expiration Date and Time:

December 18, 2027 at 11:59:59 pm Pacific time

**Registering Party Information** 

BORDEN LADNER GERVAIS LLP (VANCOUVER)

**Address** 

BOX 48600 1200 WATERFRONT CENTRE

200 BURRARD STREET VANCOUVER BC

V7X 1T2 Canada





BC Registries and Online Services

# **Base Registration Number: 937517M**

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

April 30, 2021 at 10:22:50 am Pacific time

Current Expiry Date and Time:

April 30, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

## **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:06:44 am Pacific time)

# **Secured Party Information**

**WESTMOUNT WEST SERVICES INC** 

**Address** 

1130 WEST PENDER ST., STE 520

VANCOUVER BC V6E 4A4 Canada

### **Debtor Information**

1076255 BC LTD

**Address** 

#101 - 6386 EAST BOULEVARD

VANCOUVER BC V6M 3J5 Canada

LIGHTSTONE DEVELOPMENT LTD

**Address** 

#101 - 6386 EAST BOULEVARD

VANCOUVER BC V6M 3J5 Canada

## **Vehicle Collateral**

None





BC Registries and Online Services

#### General Collateral

**Base Registration General Collateral:** 

ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED RIGHT, TITLE AND INTEREST OF EACH DEBTOR IN AND TO ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY, AND INVESTMENT PROPERTY NOW OR HEREAFTER SITUATE UPON, AFFIXED TO, USED IN CONNECTION WITH, PERTAINING TO OR ARISING OUT OF THOSE LANDS AND PREMISES AS FOLLOWS: . 6310-6386 EAST BOULEVARD, VANCOUVER, BC AND LEGALLY DESCRIBED AS ,PID: 031-145-884, LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453 . OR ANY LANDS THAT ARE CREATED BY WAY OF SUBDIVISION, CONSOLIDATION AND/OR STRATIFICATION THEREFROM. ,. PROCEEDS: ANY AND ALL \GOODS\, \INTANGIBLES\, \CHATTEL PAPER\, \DOCUMENTS OF TITLE\, \INSTRUMENTS\, \MONEY\ AND \INVESTMENT PROPERTY\ (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR ,REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL. INCLUDING PROCEEDS OF PROCEEDS.

**Original Registering Party** 

LAWSON LUNDELL LLP

**Address** 

1600 925 WEST GEORGIA STREET VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

## **Base Registration Number: 150496P**

**Registration Description:** PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** October 19, 2022 at 1:10:36 pm Pacific time **Current Expiry Date and Time:** October 19, 2028 at 11:59:59 pm Pacific time

Current Expiry Date and Time: October 19, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

## **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:06:44 am Pacific time)

**Secured Party Information** 

PETERSON INVESTMENT GROUP INC.

**Address** 

1701-1166 ALBERNI ST VANCOUVER BC V6E 3Z3 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 B.C. LTD.

Address

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

LIGHTSTONE DEVELOPMENT LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1082463 B.C. LTD.

Address

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1218548 B.C. LTD.

**Address** 

2900-550 BURRARD ST VANCOUVER BC V6C 0A3 Canada

GOLD COAST INDUSTRIES LTD.

**Address** 

500-666 BURRARD ST VANCOUVER BC V6C 3P6 Canada

**Vehicle Collateral** 





BC Registries and Online Services

#### General Collateral

Base Registration General Collateral:

ALL PRESENTLY OWNED AND AFTER ACQUIRED GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY, INVESTMENT PROPERTY AND ALL OTHER PERSONAL PROPERTY OF WHATSOEVER NATURE AND KIND WHICH ARE NOW OR ANY

TIME HEREAFTER SITUATE ON THE LANDS LOCATED AT 2096 WEST 47TH AVENUE, VANCOUVER, B.C., AND LEGALLY DESCRIBED AS:

PID: 031-145-884, LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

AS SUCH LANDS AND PREMISES MAY BE DEVELOPED, CONSOLIDATED, SUBDIVIDED AND/OR STRATIFIED FROM TIME TO TIME (THE "LANDS"), OR WHICH ARE NOW OR AT ANY TIME MAY BE ANNEXED TO, COMPRISED IN, PERTAINING TO OR USED IN CONNECTION WITH THE LANDS, AND ALL PROCEEDS THEREOF AND THEREFROM, RENEWALS THEREOF, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, AND ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS RELATING TO THE FOREGOING, INCLUDING GOODS, ACCOUNTS, INSTRUMENTS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY AND MONEYS RELATING TO THE FOREGOING AND ALL PROCEEDS THEREOF.

**Original Registering Party** 

KOFFMAN KALEF LLP

**Address** 

19TH FLOOR, 885 W GEORGIA ST VANCOUVER BC V6C 3H4 Canada





BC Registries and Online Services

## **Base Registration Number: 854925P**

**Registration Description:** PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** October 18, 2023 at 1:10:16 pm Pacific time **Current Expiry Date and Time:** October 18, 2034 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

## **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:06:44 am Pacific time)

**Secured Party Information** 

BLUESHORE LEASING LTD. Address

1250 LONSDALE AVE NORTH VANCOUVER BC V7M 2H6 Canada





BC Registries and Online Services

**Debtor Information** 

LIGHTSTONE DEVELOPMENT LTD.

**Address** 

200-5511 WEST BLVD VANCOUVER BC V6M 3W6 Canada

LIGHTSTONE DEVELOPMENT LTD.

**Address** 

2096 WEST 47TH AVE VANCOUVER BC V6M 2M7 Canada

1076255 B.C. LTD.

**Address** 

200-5511 WEST BLVD VANCOUVER BC V6M 3W6 Canada

1076255 B.C. LTD.

**Address** 

2096 WEST 47TH AVE VANCOUVER BC V6M 2M7 Canada

**Vehicle Collateral** 





BC Registries and Online Services

General Collateral					
Base Registration General Collateral:					
Security system includes Access Control, Entry Phone, and					
Base Registration General Collateral:					
CCTV components, together with all atta	CCTV components, together with all attachments,				
Base Registration General Collateral:					
accessories, accessions, replacements, s	substitutions,				
Base Registration General Collateral:					
additions and improvements thereto an	d all proceeds that				
Base Registration General Collateral:					
-	ments of title				
are goods, intangibles, securities, docur	nents of title,				
Base Registration General Collateral:					
chattel paper, instruments, or money.					
charter paper, most aments, or money.					
Original Registering Party					
BLUESHORE LEASING LTD.	Address				
BLOESHORE LEASING LID.	1250 LONSDALE AVE				
	NORTH VANCOUVER BC				

V7M 2H6 Canada





BC Registries and Online Services

## **Base Registration Number: 698157Q**

**Registration Description:** PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** October 11, 2024 at 4:53:04 pm Pacific time

Current Expiry Date and Time: October 11, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

#### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:06:44 am Pacific time)

#### **Secured Party Information**

JIANG, LI Address

8471 LAIDMORE RD RICHMOND BC V7C 2B4 Canada

**Debtor Information** 

LIGHTSTONE DEVELOPMENT LTD. Address

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1076255 B.C. LTD. Address

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

#### **Vehicle Collateral**





BC Registries and Online Services

#### **General Collateral**

Base Registration General Collateral:

ALL GOODS, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, MONEY, INVESTMENT PROPERTY, FIXTURES, CROPS AND LICENSES OF THE DEBTORS, OF WHATSOEVER NATURE OR KIND, NOW OR AT ANY TIME HEREAFTER, PROPERTY USED IN CONNECTION WITH, SITUATE AT, OR ARISING FROM, THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF, THE LANDS AND PREMISES KNOWN AS 6336, 6346, and 6350 EAST BOULEVARD, VANCOUVER, BRITISH COLUMBIA AND 206-2096 47TH AVENUE WEST, VANCOUVER, BRITISH COLUMBIA BEING MORE PARTICULARLY DESCRIBED AS:

PID:032-300-000 STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID: 032-300-018 STRATA LOT 7 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998:

PID: 032-300-026 STRATA LOT 8 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998; AND

PID: 032-299-532 STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

AND ALL PROCEEDS THEREOF THAT ARE GOODS, INTANGIBLES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY, INVESTMENT PROPERTY, LICENSES OR CROPS (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND THE REGULATIONS THEREUNDER).

**Original Registering Party** 

**DENTONS CANADA LLP** 

**Address** 

20TH FLOOR 250 HOWE STREET VANCOUVER BC V6C 3R8 Canada





BC Registries and Online Services

## **Base Registration Number: 755627Q**

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** November 8, 2024 at 4:52:12 pm Pacific time **Current Expiry Date and Time:** November 8, 2034 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

#### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:06:44 am Pacific time)

#### **Secured Party Information**

CHEN, BEI Address

5109-5111 GARDEN CITY RD

RICHMOND BC V6X 4H4 Canada

SU, QING Address

803-6833 BUSWELL ST

RICHMOND BC V6Y 0L3 Canada

LIU, JIDE Address

6160 AZURE RD RICHMOND BC V7C 2P1 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

LIGHTSTONE DEVELOPMENT LTD.

Address

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1218548 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

ZHENG, XIAO SONG

Address

Birthdate

6261 ADERA ST VANCOUVER BC

V6M 3J5 Canada

March 13, 1966

#### **Vehicle Collateral**

None

#### **General Collateral**

**Base Registration General Collateral:** 

ALL THE DEBTORS PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION, ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), EQUIPMENT, INVESTMENT PROPERTY, INVENTORY, ACCOUNTS, CONSUMER GOODS, PROCEEDS, CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENSES, MONEY, SECURITIES, FURNITURE, FIXTURES, PLANT, TOOLS, AND VEHICLES. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA HAVE THOSE DEFINED MEANINGS.



BC Registries and Online Services

## **Original Registering Party**

**TRIVIUM LAW** 

**Address** 

260-4320 VIKING WAY RICHMOND BC V6V 2L4 Canada





#### **BC** Registries and Online Services

DLA PIPER (CANADA) LLP





BC Registries Dashboard > My Asset Registries > Search Results

## **My Asset Registries**

Catherine Spaa



Request MHR Qualified Supplier Access



(?) Help

# **Search Results**

for Business Debtor Name "1076255 B.C. LTD." as of February 4, 2025 at 11:06:44 am Pacific time

Select the registrations you want to include in a printable PDF search report. Exact matches are automatically selected. This report will contain the full record of the registration for each selected match and will be automatically saved to your PPR Dashboard.

**10** matches found 7 exact matches 7 total matches in 6 registrations added to report (i)

PDF Generate Search Result Report

Select All

**Debtor Name** 

Exact Matches (7)

exact match added

1076255 B.C. LTD.

Select All	Debtor Name	
exact match added	1076255 B.C. LTD.	
exact match added	1076255 BC LTD	
exact match added	1076255 BC LTD	
Similar Matches (3)		
	1016255 B.C. LTD.	
	1016255 B.C. LTD.	
	1096255 B.C. LTD.	
Home Disclaimer Pr	ivacy Accessibility Copyright	A BC Online Application



BC Registries and Online Services

## **Business Debtor - "LIGHTSTONE DEVELOPMENT LTD."**

Search Date and Time: Account Name:

February 4, 2025 at 11:08:19 am Pacific time

DLA PIPER (CANADA) LLP

**Folio Number:** 117142-00002

#### **TABLE OF CONTENTS**

9 Matches in 8 Registrations in Report

Exact Matches: 9 (\*)

Total Search Report Pages: 22

	Base Registration	Base Registration Date	Debtor Name	Page
1	<u>664350M</u>	December 18, 2020	* LIGHTSTONE DEVELOPMENT LTD	<u>2</u>
2	<u>937517M</u>	April 30, 2021	* LIGHTSTONE DEVELOPMENT LTD	<u>6</u>
3	<u>150496P</u>	October 19, 2022	* LIGHTSTONE DEVELOPMENT LTD.	<u>8</u>
4	<u>854925P</u>	October 18, 2023	* LIGHTSTONE DEVELOPMENT LTD.	<u>11</u>
			* LIGHTSTONE DEVELOPMENT LTD.	
5	<u>495058Q</u>	July 9, 2024	* LIGHTSTONE DEVELOPMENT LTD.	<u>14</u>
6	<u>698157Q</u>	October 11, 2024	* LIGHTSTONE DEVELOPMENT LTD.	<u>16</u>
7	755627Q	November 8, 2024	* LIGHTSTONE DEVELOPMENT LTD.	<u>18</u>
8	<u>805518Q</u>	December 4, 2024	* LIGHTSTONE DEVELOPMENT LTD.	<u>21</u>



BC Registries and Online Services

## **Base Registration Number: 664350M**

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** December 18, 2020 at 3:21:07 pm Pacific time

Current Expiry Date and Time: December 18, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

#### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:08:19 am Pacific time)

**Secured Party Information** 

NATIONAL BANK OF CANADA Address

311-6TH AVENUE SW, 6TH FLOOR

CALGARY AB T2P 3H2 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 BC LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

LIGHTSTONE DEVELOPMENT LTD

Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1082463 BC LTD

Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1218548 BC LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

**GOLD COAST INDUSTRIES LTD** 

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

**Vehicle Collateral** 



BC Registries and Online Services

#### **General Collateral**

**Base Registration General Collateral:** 

ALL PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, MONEY, CROPS, LICENCES AND ACCOUNTS LOCATED ON, SITUATE ON, ARISING FROM, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY LOCATED AT 6310/6320/6344/6356/6386 EAST BOULEVARD, VANCOUVER, BRITISH COLUMBIA, LEGALLY DESCRIBED AS PID: 031-145-884, LOT 1, BLOCK 2, DISTRICT LOT 526, GROUP 1, NEW WESTMINSTER DISTRICT PLAN EPP91453; ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

**Original Registering Party** 

**BORDEN LADNER GERVAIS LLP** 

**Address** 

1200-200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

#### **HISTORY**

(Showing most recent first)

#### **RENEWAL**

Registration Date and Time:

October 19, 2022 at 2:38:41 pm Pacific time

Registration Number:

150723P

Registration Life:

2 Years

**New Expiration Date and Time:** 

December 18, 2027 at 11:59:59 pm Pacific time

**Registering Party Information** 

BORDEN LADNER GERVAIS LLP

(VANCOUVER)

**Address** 

BOX 48600 1200 WATERFRONT CENTRE

200 BURRARD STREET

VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

## **Base Registration Number: 937517M**

**Registration Description:** PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** April 30, 2021 at 10:22:50 am Pacific time

Current Expiry Date and Time: April 30, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

#### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:08:19 am Pacific time)

**Secured Party Information** 

WESTMOUNT WEST SERVICES INC Address

1130 WEST PENDER ST., STE 520

VANCOUVER BC V6E 4A4 Canada

**Debtor Information** 

1076255 BC LTD Address

#101 - 6386 EAST BOULEVARD

VANCOUVER BC V6M 3J5 Canada

LIGHTSTONE DEVELOPMENT LTD

Address

#101 - 6386 EAST BOULEVARD

VANCOUVER BC V6M 3J5 Canada

**Vehicle Collateral** 





BC Registries and Online Services

#### **General Collateral**

**Base Registration General Collateral:** 

ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED RIGHT, TITLE AND INTEREST OF EACH DEBTOR IN AND TO ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY, AND INVESTMENT PROPERTY NOW OR HEREAFTER SITUATE UPON, AFFIXED TO, USED IN CONNECTION WITH, PERTAINING TO OR ARISING OUT OF THOSE LANDS AND PREMISES AS FOLLOWS: . 6310-6386 EAST BOULEVARD, VANCOUVER, BC AND LEGALLY DESCRIBED AS ,PID: 031-145-884, LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453 . OR ANY LANDS THAT ARE CREATED BY WAY OF SUBDIVISION, CONSOLIDATION AND/OR STRATIFICATION THEREFROM. ,. PROCEEDS: ANY AND ALL \GOODS\, \INTANGIBLES\, \CHATTEL PAPER\, \DOCUMENTS OF TITLE\, \INSTRUMENTS\, \MONEY\ AND \INVESTMENT PROPERTY\ (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR ,REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

**Original Registering Party** 

LAWSON LUNDELL LLP

Address

1600 925 WEST GEORGIA STREET VANCOUVER BC V6C 3L2 Canada





BC Registries and Online Services

## **Base Registration Number: 150496P**

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

October 19, 2022 at 1:10:36 pm Pacific time

**Current Expiry Date and Time:** 

October 19, 2028 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

#### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:08:19 am Pacific time)

## **Secured Party Information**

PETERSON INVESTMENT GROUP INC.

Address

1701-1166 ALBERNI ST VANCOUVER BC V6E 3Z3 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

LIGHTSTONE DEVELOPMENT LTD.

Address

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1082463 B.C. LTD.

Address

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1218548 B.C. LTD.

**Address** 

2900-550 BURRARD ST VANCOUVER BC

V6C 0A3 Canada

**GOLD COAST INDUSTRIES LTD.** 

Address

500-666 BURRARD ST VANCOUVER BC V6C 3P6 Canada

**Vehicle Collateral** 



BC Registries and Online Services

#### **General Collateral**

Base Registration General Collateral:

ALL PRESENTLY OWNED AND AFTER ACQUIRED GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY, INVESTMENT PROPERTY AND ALL OTHER PERSONAL PROPERTY OF WHATSOEVER NATURE AND KIND WHICH ARE NOW OR ANY

TIME HEREAFTER SITUATE ON THE LANDS LOCATED AT 2096 WEST 47TH AVENUE, VANCOUVER, B.C., AND LEGALLY DESCRIBED AS:

PID: 031-145-884, LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

AS SUCH LANDS AND PREMISES MAY BE DEVELOPED, CONSOLIDATED, SUBDIVIDED AND/OR STRATIFIED FROM TIME TO TIME (THE "LANDS"), OR WHICH ARE NOW OR AT ANY TIME MAY BE ANNEXED TO, COMPRISED IN, PERTAINING TO OR USED IN CONNECTION WITH THE LANDS, AND ALL PROCEEDS THEREOF AND THEREFROM, RENEWALS THEREOF, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, AND ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS RELATING TO THE FOREGOING, INCLUDING GOODS, ACCOUNTS, INSTRUMENTS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY AND MONEYS RELATING TO THE FOREGOING AND ALL PROCEEDS THEREOF.

**Original Registering Party** 

KOFFMAN KALEF LLP

**Address** 

19TH FLOOR, 885 W GEORGIA ST VANCOUVER BC V6C 3H4 Canada





BC Registries and Online Services

## **Base Registration Number: 854925P**

**Registration Description:** PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** October 18, 2023 at 1:10:16 pm Pacific time **Current Expiry Date and Time:** October 18, 2034 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

#### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:08:19 am Pacific time)

**Secured Party Information** 

BLUESHORE LEASING LTD. Address

1250 LONSDALE AVE NORTH VANCOUVER BC V7M 2H6 Canada





BC Registries and Online Services

**Debtor Information** 

LIGHTSTONE DEVELOPMENT LTD.

**Address** 

200-5511 WEST BLVD VANCOUVER BC V6M 3W6 Canada

LIGHTSTONE DEVELOPMENT LTD.

Address

2096 WEST 47TH AVE VANCOUVER BC V6M 2M7 Canada

1076255 B.C. LTD.

**Address** 

200-5511 WEST BLVD VANCOUVER BC V6M 3W6 Canada

1076255 B.C. LTD.

**Address** 

2096 WEST 47TH AVE VANCOUVER BC V6M 2M7 Canada

**Vehicle Collateral** 





BC Registries and Online Services

General Collateral	
Base Registration General Collateral:	
Security system includes Access Control	l, Entry Phone, and
Base Registration General Collateral:	
CCTV components, together with all att	achments,
Base Registration General Collateral:	
accessories, accessions, replacements,	substitutions,
Base Registration General Collateral:	
additions and improvements thereto ar	nd all proceeds that
Bass Basistantian Canaval Callatoval	
Base Registration General Collateral:	
are goods, intangibles, securities, docur	ments of fitte,
Base Registration General Collateral:	
chattel paper, instruments, or money.	
Original Registering Party	
BLUESHORE LEASING LTD.	Address
	1250 LONSDALE AVE NORTH VANCOUVER BC

V7M 2H6 Canada



BC Registries and Online Services

## **Base Registration Number: 495058Q**

**Registration Description:** 

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

July 9, 2024 at 6:46:32 am Pacific time July 9, 2030 at 11:59:59 pm Pacific time

Current Expiry Date and Time:

Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

#### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:08:19 am Pacific time)

#### **Secured Party Information**

**GOULD LEASING LTD.** 

**Address** 

1220 YONGE STREET, SUITE 201

TORONTO ON M4T 1W1 Canada

#### **Debtor Information**

LIGHTSTONE DEVELOPMENT LTD.

Address

2096 W. 4TH AVENUE VANCOUVER BC V6M 0E6 Canada

#### **Vehicle Collateral**

None

#### General Collateral

**Base Registration General Collateral:** 

ONE PRECOR 691 TREADMILL W- P94 22IN TOUCHSCREEN DISPLAY, ONE HOIST HD DUAL PULLEY FUNCTIONAL TRAINER, ONE HOIST HF SEVEN POSITION BENCH, ONE HOIST HF 5FT TWO TIER DUMBBELL RACK, ONE 5-50LB COMMERCIAL PRO DUMBBELLS



BC Registries and Online Services

**Original Registering Party** 

ESC CORPORATE SERVICES LTD.

**Address** 

201-1325 POLSON DR. VERNON BC V1T 8H2 Canada





BC Registries and Online Services

## **Base Registration Number: 698157Q**

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

October 11, 2024 at 4:53:04 pm Pacific time

**Current Expiry Date and Time:** 

October 11, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

No.

Current Expiry Date and Time.

**Trust Indenture:** 

**CURRENT REGISTRATION INFORMATION** (as of February 4, 2025 at 11:08:19 am Pacific time)

## **Secured Party Information**

JIANG, LI

**Address** 

8471 LAIDMORE RD RICHMOND BC V7C 2B4 Canada

#### **Debtor Information**

LIGHTSTONE DEVELOPMENT LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1076255 B.C. LTD.

Address

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

#### **Vehicle Collateral**





BC Registries and Online Services

#### **General Collateral**

Base Registration General Collateral:

ALL GOODS, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, MONEY, INVESTMENT PROPERTY, FIXTURES, CROPS AND LICENSES OF THE DEBTORS, OF WHATSOEVER NATURE OR KIND, NOW OR AT ANY TIME HEREAFTER, PROPERTY USED IN CONNECTION WITH, SITUATE AT, OR ARISING FROM, THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF, THE LANDS AND PREMISES KNOWN AS 6336, 6346, and 6350 EAST BOULEVARD, VANCOUVER, BRITISH COLUMBIA AND 206-2096 47TH AVENUE WEST, VANCOUVER, BRITISH COLUMBIA BEING MORE PARTICULARLY DESCRIBED AS:

PID:032-300-000 STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID: 032-300-018 STRATA LOT 7 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID: 032-300-026 STRATA LOT 8 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998; AND

PID: 032-299-532 STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

AND ALL PROCEEDS THEREOF THAT ARE GOODS, INTANGIBLES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY, INVESTMENT PROPERTY, LICENSES OR CROPS (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND THE REGULATIONS THEREUNDER).

**Original Registering Party** 

**DENTONS CANADA LLP** 

Address

20TH FLOOR 250 HOWE STREET VANCOUVER BC V6C 3R8 Canada





BC Registries and Online Services

## **Base Registration Number: 755627Q**

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** November 8, 2024 at 4:52:12 pm Pacific time **Current Expiry Date and Time:** November 8, 2034 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

#### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:08:19 am Pacific time)

#### **Secured Party Information**

CHEN, BEI Address

5109-5111 GARDEN CITY RD

RICHMOND BC V6X 4H4 Canada

SU, QING Address

803-6833 BUSWELL ST

RICHMOND BC V6Y 0L3 Canada

LIU, JIDE Address

6160 AZURE RD RICHMOND BC V7C 2P1 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

LIGHTSTONE DEVELOPMENT LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1218548 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

ZHENG, XIAO SONG

**Address** 

Birthdate

6261 ADERA ST VANCOUVER BC

V6M 3J5 Canada

March 13, 1966

**Vehicle Collateral** 

None

#### **General Collateral**

Base Registration General Collateral:

ALL THE DEBTORS PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION, ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), EQUIPMENT, INVESTMENT PROPERTY, INVENTORY, ACCOUNTS, CONSUMER GOODS, PROCEEDS, CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENSES, MONEY, SECURITIES, FURNITURE, FIXTURES, PLANT, TOOLS, AND VEHICLES. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA HAVE THOSE DEFINED MEANINGS.



BC Registries and Online Services

## **Original Registering Party**

**TRIVIUM LAW** 

Address

260-4320 VIKING WAY RICHMOND BC V6V 2L4 Canada





BC Registries and Online Services

## **Base Registration Number: 805518Q**

**Registration Description:** 

**PPSA SECURITY AGREEMENT** 

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

**Current Expiry Date and Time:** 

December 4, 2024 at 6:02:37 am Pacific time December 4, 2030 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

#### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:08:19 am Pacific time)

**Secured Party Information** 

**GOULD LEASING LTD.** 

**Address** 

1220 YONGE STREET, SUITE 201

TORONTO ON M4T 1W1 Canada

**Debtor Information** 

LIGHTSTONE DEVELOPMENT LTD.

Address

2096 W. 4TH AVENUE VANCOUVER BC V6M 0E6 Canada

**Vehicle Collateral** 

None

**General Collateral** 

Base Registration General Collateral:

ONE HOIST CL LEG PRESS



BC Registries and Online Services

**Original Registering Party** 

**ESC CORPORATE SERVICES LTD.** 

**Address** 

201-1325 POLSON DR. VERNON BC V1T 8H2 Canada





#### **BC** Registries and Online Services

DLA PIPER (CANADA) LLP

C



BC Registries Dashboard > My Asset Registries > Search Results

## **My Asset Registries**

Catherine Spaa



Request MHR Qualified Supplier Access



Help 🖸

## Search Results

for Business Debtor Name "LIGHTSTONE DEVELOPMENT LTD." as of February 4, 2025 at 11:08:19 am Pacific time

Folio Number: 117142-00002

Select the registrations you want to include in a printable PDF search report. Exact matches are automatically selected. This report will contain the full record of the registration for each selected match and will be automatically saved to your PPR Dashboard.

9 matches found 9 exact matches

9 total matches in 8 registrations added to report (i)

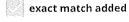
PDF Generate Search Result Report



Select All

**Debtor Name** 

#### Exact Matches (9)



LIGHTSTONE DEVELOPMENT LTD



exact match added

LIGHTSTONE DEVELOPMENT LTD



exact match added

LIGHTSTONE DEVELOPMENT LTD.

Select All	Debtor Name
exact match added	LIGHTSTONE DEVELOPMENT LTD.
exact match added	LIGHTSTONE DEVELOPMENT LTD.
exact match added	LIGHTSTONE DEVELOPMENT LTD.
exact match added	LIGHTSTONE DEVELOPMENT LTD.
exact match added	LIGHTSTONE DEVELOPMENT LTD.
exact match added	LIGHTSTONE DEVELOPMENT LTD.

A BC Online Application





BC Registries and Online Services

## Business Debtor - "1082463 B.C. LTD."

Search Date and Time: Account Name: Folio Number: February 4, 2025 at 11:09:15 am Pacific time

DLA PIPER (CANADA) LLP

117142-00002

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Exact Matches: 6 (\*)

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2	<u>664363M</u>	December 18, 2020	* 1082463 BC LTD	<u>6</u>
3	<u>278097N</u>	October 1, 2021	* 1082463 BC LTD	9
4	<u>319917N</u>	October 21, 2021	* 1082463 B.C. LTD.	<u>12</u>
5	<u>150496P</u>	October 19, 2022	* 1082463 B.C. LTD.	<u>14</u>
6	<u>150509P</u>	October 19, 2022	* 1082463 B.C. LTD.	<u>17</u>





BC Registries and Online Services

# **Base Registration Number: 664350M**

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** December 18, 2020 at 3:21:07 pm Pacific time

Current Expiry Date and Time: December 18, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:15 am Pacific time)

**Secured Party Information** 

NATIONAL BANK OF CANADA Address

311-6TH AVENUE SW, 6TH FLOOR

CALGARY AB T2P 3H2 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 BC LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

LIGHTSTONE DEVELOPMENT LTD

Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1082463 BC LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1218548 BC LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

**GOLD COAST INDUSTRIES LTD** 

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

### **Vehicle Collateral**



BC Registries and Online Services

#### **General Collateral**

**Base Registration General Collateral:** 

ALL PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, MONEY, CROPS, LICENCES AND ACCOUNTS LOCATED ON, SITUATE ON, ARISING FROM, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY LOCATED AT 6310/6320/6344/6356/6386 EAST BOULEVARD, VANCOUVER, BRITISH COLUMBIA, LEGALLY DESCRIBED AS PID: 031-145-884, LOT 1, BLOCK 2, DISTRICT LOT 526, GROUP 1, NEW WESTMINSTER DISTRICT PLAN EPP91453; ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

**Original Registering Party** 

**BORDEN LADNER GERVAIS LLP** 

**Address** 

1200-200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

## **HISTORY**

(Showing most recent first)

#### **RENEWAL**

**Registration Date and Time:** 

**Registration Number: Registration Life:** 

**New Expiration Date and Time:** 

October 19, 2022 at 2:38:41 pm Pacific time

150723P 2 Years

December 18, 2027 at 11:59:59 pm Pacific time

**Registering Party Information** 

**BORDEN LADNER GERVAIS LLP** 

(VANCOUVER)

**Address** 

BOX 48600 1200 WATERFRONT CENTRE

200 BURRARD STREET

**VANCOUVER BC** V7X 1T2 Canada





BC Registries and Online Services

## **Base Registration Number: 664363M**

**Registration Description:** 

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

December 18, 2020 at 3:24:44 pm Pacific time

**Current Expiry Date and Time:** 

December 18, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:15 am Pacific time)

**Secured Party Information** 

NATIONAL BANK OF CANADA

**Address** 

311-6TH AVENUE SW, 6TH FLOOR

CALGARY AB T2P 3H2 Canada

**Debtor Information** 

1082463 BC LTD

Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

**GOLD COAST INDUSTRIES LTD** 

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1218548 B.C. LTD.

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada





BC Registries and Online Services

Vehic	le Col	llateral
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None

### **General Collateral**

**Base Registration General Collateral:** 

ALL PRESENT AND FUTURE OBLIGATIONS, ACCOUNTS, INDEBTEDNESS AND LIABILITY OF 1076255 B.C. LTD. OWING TO THE DEBTOR; ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

**Original Registering Party** 

**BORDEN LADNER GERVAIS LLP** 

**Address** 

1200-200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

#### **HISTORY**

(Showing most recent first)

#### **AMENDMENT - DEBTORS AMENDED**

**Registration Date and Time:** 

**Registration Number:** 

**Description:** 

October 19, 2022 at 2:46:41 pm Pacific time

150757P

**Debtor Information** 

1218548 B.C. LTD.

(Formerly 1218545 BC LTD)

NAME CHANGED

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

**Registering Party Information** 

**BORDEN LADNER GERVAIS LLP** 

(VANCOUVER)

**Address** 

**BOX 48600 1200 WATERFRONT CENTRE** 

200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada

RENEWAL

**Registration Date and Time:** 

**Registration Number:** 

**Registration Life:** 

**New Expiration Date and Time:** 

October 19, 2022 at 2:38:07 pm Pacific time

150722P

2 Years

December 18, 2027 at 11:59:59 pm Pacific time

**Registering Party Information** 

**BORDEN LADNER GERVAIS LLP** 

(VANCOUVER)

**Address** 

BOX 48600 1200 WATERFRONT CENTRE

200 BURRARD STREET

**VANCOUVER BC** V7X 1T2 Canada





BC Registries and Online Services

# Base Registration Number: 278097N

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** October 1, 2021 at 10:01:56 am Pacific time **Current Expiry Date and Time:** October 1, 2026 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

## **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:15 am Pacific time)

**Secured Party Information** 

PETERSON INVESTMENT GROUP INC.

**Address** 

101 - 6386 EAST BOULEVARD VANCOUVER BC V6M 3V8 Canada





BC Registries and Online Services

**Debtor Information** 

**5950 DEVELOPMENT LTD** 

**Address** 

C/O 1701 - 1166 ALBERNI STREET

VANCOUVER BC V6E 3Z3 Canada

1082463 BC LTD

**Address** 

C/O 1701 - 1166 ALBERNI STREET

VANCOUVER BC V6E 3Z3 Canada

**5950 EAST BLVD LTD** 

**Address** 

C/O 1701 - 1166 ALBERNI STREET

VANCOUVER BC V6E 3Z3 Canada

ZHENG, XIAO SONG

**Address** 

**Birthdate** 

C/O 1701 - 1166 ALBERNI STREET

VANCOUVER BC V6E 3Z3 Canada

ZHENG, VICKY

**Address** 

**Birthdate** 

C/O 1701 - 1166 ALBERNI STREET

VANCOUVER BC V6E 3Z3 Canada

LI, XIAO

**Address** 

**Birthdate** 

C/O 1701 - 1166 ALBERNI STREET

VANCOUVER BC V6E 3Z3 Canada

**Vehicle Collateral** 



BC Registries and Online Services

#### **General Collateral**

**Base Registration General Collateral:** 

ALL OF EACH OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT). ,. THE COMPLETE NAME OF DEBTOR XIAO SONG ZHENG IS XIAO SONG (VICKY) ZHENG.

**Original Registering Party** 

MCCARTHY TETRAULT LLP

**Address** 

SUITE 2400, 745 THURLOW STREET VANCOUVER BC V6E 0C5 Canada





BC Registries and Online Services

# **Base Registration Number: 319917N**

**Registration Description:** 

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

October 21, 2021 at 1:23:30 pm Pacific time

**Current Expiry Date and Time:** 

October 21, 2026 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

## **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:15 am Pacific time)

## **Secured Party Information**

FRONT STREET LEASING LP O/A DILAWRI LEASING

**Address** 

300-87 FRONT STREET EAST

TORONTO ON M5E 1B8 Canada

#### **Debtor Information**

1082463 B.C. LTD.

**Address** 

1500-1200 WEST 73RD, AVENUE

VANCOUVER BC V6P 6G5 Canada

LI, XIAO

**Address** 

**Birthdate** 

6261 ADERA STREET VANCOUVER BC

V6M 3J5 Canada

November 26, 1965

#### **Vehicle Collateral**

Туре	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	LAND ROVER / RANGE ROVER	SALGS2RU0MA450086





BC Registries and Online Services

### **General Collateral**

**Base Registration General Collateral:** 

VEHICLE COST 149,815.22

**Original Registering Party** 

FRONT STREET LEASING LP O/A DILAWRI LEASING

**Address** 

300-87 FRONT STREET EAST TORONTO ON M5E 1B8 Canada





BC Registries and Online Services

# **Base Registration Number: 150496P**

**Registration Description:** 

**PPSA SECURITY AGREEMENT** 

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

October 19, 2022 at 1:10:36 pm Pacific time

**Current Expiry Date and Time:** 

October 19, 2028 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:15 am Pacific time)

## **Secured Party Information**

PETERSON INVESTMENT GROUP INC.

**Address** 

1701-1166 ALBERNI ST VANCOUVER BC V6E 3Z3 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 B.C. LTD.

Address

1530-1200 73RD AVE W VANCOUVER BC

V6P 6G5 Canada

LIGHTSTONE DEVELOPMENT LTD.

Address

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1082463 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1218548 B.C. LTD.

**Address** 

2900-550 BURRARD ST

VANCOUVER BC V6C 0A3 Canada

**GOLD COAST INDUSTRIES LTD.** 

**Address** 

500-666 BURRARD ST VANCOUVER BC V6C 3P6 Canada

**Vehicle Collateral** 



BC Registries and Online Services

#### **General Collateral**

Base Registration General Collateral:

ALL PRESENTLY OWNED AND AFTER ACQUIRED GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY, INVESTMENT PROPERTY AND ALL OTHER PERSONAL PROPERTY OF WHATSOEVER NATURE AND KIND WHICH ARE NOW OR ANY

TIME HEREAFTER SITUATE ON THE LANDS LOCATED AT 2096 WEST 47TH AVENUE, VANCOUVER, B.C., AND LEGALLY DESCRIBED AS:

PID: 031-145-884, LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

AS SUCH LANDS AND PREMISES MAY BE DEVELOPED, CONSOLIDATED, SUBDIVIDED AND/OR STRATIFIED FROM TIME TO TIME (THE "LANDS"), OR WHICH ARE NOW OR AT ANY TIME MAY BE ANNEXED TO, COMPRISED IN, PERTAINING TO OR USED IN CONNECTION WITH THE LANDS, AND ALL PROCEEDS THEREOF AND THEREFROM, RENEWALS THEREOF, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, AND ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS RELATING TO THE FOREGOING, INCLUDING GOODS, ACCOUNTS, INSTRUMENTS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY AND MONEYS RELATING TO THE FOREGOING AND ALL PROCEEDS THEREOF.

**Original Registering Party** 

KOFFMAN KALEF LLP

**Address** 

19TH FLOOR, 885 W GEORGIA ST VANCOUVER BC V6C 3H4 Canada





BC Registries and Online Services

# **Base Registration Number: 150509P**

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** October 19, 2022 at 1:18:34 pm Pacific time **Current Expiry Date and Time:** October 19, 2028 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

## **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:15 am Pacific time)

**Secured Party Information** 

PETERSON INVESTMENT GROUP INC.

**Address** 

1701-1166 ALBERNI ST VANCOUVER BC V6E 3Z3 Canada





BC Registries and Online Services

**Debtor Information** 

1082463 B.C. LTD.

Address

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1218548 B.C. LTD.

**Address** 

2900-550 BURRARD ST VANCOUVER BC V6C 0A3 Canada

**GOLD COAST INDUSTRIES LTD.** 

**Address** 

500-666 BURRARD ST VANCOUVER BC V6C 3P6 Canada

**ZHENG, XIAO SONG** 

**Address** 

Birthdate

March 13, 1966

6261 ADERA ST VANCOUVER BC V6M 3J5 Canada

LI, XIAO

**Address** 

**Birthdate** 

6261 ADERA ST VANCOUVER BC V6M 3J5 Canada

YU, YING ZHENG

**Address** 

**Birthdate** 

1988 WESTERN PKY VANCOUVER BC V6T 1V5 Canada November 1, 1973

November 26, 1965

**Vehicle Collateral** 



BC Registries and Online Services

#### **General Collateral**

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF 1076255 B.C. LTD. AND/OR LIGHTSTONE DEVELOPMENT LTD. TO ANY ONE OR MORE OF THE DEBTORS OR PAYMENTS RECEIVED BY ANY ONE OR MORE OF THE DEBTORS FROM 1076255 B.C. LTD. AND/OR LIGHTSTONE DEVELOPMENT LTD. AND ALL PROCEEDS THEREOF, INCLUDING, WITHOUT LIMITATION, GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS OR MONEY (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO, HAVE THOSE DEFINED MEANINGS).

**Original Registering Party** 

**KOFFMAN KALEF LLP** 

**Address** 

19TH FLOOR, 885 W GEORGIA ST VANCOUVER BC V6C 3H4 Canada





**BC** Registries and Online Services



BC Registries Dashboard > My Asset Registries > Search Results

## **My Asset Registries**



Request MHR Qualified Supplier Access



(?) Help

Catherine Spaa DLA PIPER (CANADA) LLP

# **Search Results**

for Business Debtor Name "1082463 B.C. LTD." as of February 4, 2025 at 11:09:15 am Pacific time

Folio Number: 117142-00002

Select the registrations you want to include in a printable PDF search report. Exact matches are automatically selected. This report will contain the full record of the registration for each selected match and will be automatically saved to your PPR Dashboard.

7 matches found 6 exact matches 6 total matches in 6 registrations added to report

PDF Generate Search Result Report,

Select All

**Debtor Name** 

#### Exact Matches (6)

exact match added

1082463 B.C. LTD.

exact match added

1082463 B.C. LTD.



exact match added

1082463 B.C. LTD.

Select All	Debtor Name	
exact match added	1082463 BC LTD	
exact match added	1082463 BC LTD	
exact match added	1082463 BC LTD	
Similar Matches (1)		
	1084463 B.C. LTD.	
Home Disclaimer Priv	vacy Accessibility Copyright	A BC Online Application



BC Registries and Online Services

# Business Debtor - "1218548 B.C. LTD."

Search Date and Time: Account Name: Folio Number: February 4, 2025 at 11:09:58 am Pacific time

DLA PIPER (CANADA) LLP

117142-00002

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Exact Matches: 6 (\*)

Total Search Report Pages: 19

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2	<u>664363M</u>	December 18, 2020	* 1218548 B.C. LTD.	<u>6</u>
3	<u>150496P</u>	October 19, 2022	* 1218548 B.C. LTD.	<u>9</u>
4	<u>150509P</u>	October 19, 2022	* 1218548 B.C. LTD.	<u>12</u>
5	<u>698159Q</u>	October 11, 2024	* 1218548 B.C. LTD.	<u>15</u>
6	<u>755627Q</u>	November 8, 2024	* 1218548 B.C. LTD.	<u>17</u>





BC Registries and Online Services

# **Base Registration Number: 664350M**

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time: December 18, 2020 at 3:21:07 pm Pacific time

Current Expiry Date and Time: December 18, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

## **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:58 am Pacific time)

**Secured Party Information** 

NATIONAL BANK OF CANADA Address

311-6TH AVENUE SW, 6TH FLOOR

CALGARY AB T2P 3H2 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 BC LTD

Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

LIGHTSTONE DEVELOPMENT LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1082463 BC LTD

Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1218548 BC LTD

Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

**GOLD COAST INDUSTRIES LTD** 

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

**Vehicle Collateral** 



BC Registries and Online Services

#### General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, MONEY, CROPS, LICENCES AND ACCOUNTS LOCATED ON, SITUATE ON, ARISING FROM, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY LOCATED AT 6310/6320/6344/6356/6386 EAST BOULEVARD, VANCOUVER, BRITISH COLUMBIA, LEGALLY DESCRIBED AS PID: 031-145-884, LOT 1, BLOCK 2, DISTRICT LOT 526, GROUP 1, NEW WESTMINSTER DISTRICT PLAN EPP91453; ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

**Original Registering Party** 

**BORDEN LADNER GERVAIS LLP** 

**Address** 

1200-200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

## **HISTORY**

(Showing most recent first)

#### **RENEWAL**

**Registration Date and Time:** 

October 19, 2022 at 2:38:41 pm Pacific time

**Registration Number:** 

150723P

Registration Life:

2 Years

**New Expiration Date and Time:** 

December 18, 2027 at 11:59:59 pm Pacific time

## **Registering Party Information**

BORDEN LADNER GERVAIS LLP (VANCOUVER)

**Address** 

BOX 48600 1200 WATERFRONT CENTRE 200 BURRARD STREET

VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

## **Base Registration Number: 664363M**

**Registration Description:** 

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

December 18, 2020 at 3:24:44 pm Pacific time

**Current Expiry Date and Time:** 

December 18, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

## **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:58 am Pacific time)

**Secured Party Information** 

**NATIONAL BANK OF CANADA** 

**Address** 

311-6TH AVENUE SW, 6TH FLOOR

CALGARY AB T2P 3H2 Canada

**Debtor Information** 

1082463 BC LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

**GOLD COAST INDUSTRIES LTD** 

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1218548 B.C. LTD.

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada





BC Registries and Online Services

None

#### **General Collateral**

Base Registration General Collateral:

ALL PRESENT AND FUTURE OBLIGATIONS, ACCOUNTS, INDEBTEDNESS AND LIABILITY OF 1076255 B.C. LTD. OWING TO THE DEBTOR; ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

**Original Registering Party** 

**BORDEN LADNER GERVAIS LLP** 

**Address** 

1200-200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

### **HISTORY**

(Showing most recent first)

#### AMENDMENT - DEBTORS AMENDED

**Registration Date and Time:** 

October 19, 2022 at 2:46:41 pm Pacific time

**Registration Number:** 

150757P

**Description:** 

**Debtor Information** 

1218548 B.C. LTD.

Address

(Formerly 1218545 BC LTD)

#101-6386 EAST BOULEVARD

NAME CHANGED

VANCOUVER BC V6M 3V6 Canada

**Registering Party Information** 

**BORDEN LADNER GERVAIS LLP** 

(VANCOUVER)

**Address** 

BOX 48600 1200 WATERFRONT CENTRE

200 BURRARD STREET

VANCOUVER BC V7X 1T2 Canada

**RENEWAL** 

**Registration Date and Time:** 

October 19, 2022 at 2:38:07 pm Pacific time

**Registration Number:** 

150722P

**Registration Life:** 

2 Years

**New Expiration Date and Time:** 

December 18, 2027 at 11:59:59 pm Pacific time

**Registering Party Information** 

BORDEN LADNER GERVAIS LLP

(VANCOUVER)

**Address** 

**BOX 48600 1200 WATERFRONT CENTRE** 

200 BURRARD STREET

VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

# **Base Registration Number: 150496P**

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

October 19, 2022 at 1:10:36 pm Pacific time

**Current Expiry Date and Time:** 

October 19, 2028 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:58 am Pacific time)

**Secured Party Information** 

PETERSON INVESTMENT GROUP INC.

**Address** 

1701-1166 ALBERNI ST VANCOUVER BC V6E 3Z3 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

LIGHTSTONE DEVELOPMENT LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1082463 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1218548 B.C. LTD.

**Address** 

2900-550 BURRARD ST VANCOUVER BC V6C 0A3 Canada

**GOLD COAST INDUSTRIES LTD.** 

**Address** 

500-666 BURRARD ST VANCOUVER BC V6C 3P6 Canada

**Vehicle Collateral** 





BC Registries and Online Services

#### **General Collateral**

Base Registration General Collateral:

ALL PRESENTLY OWNED AND AFTER ACQUIRED GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY, INVESTMENT PROPERTY AND ALL OTHER PERSONAL PROPERTY OF WHATSOEVER NATURE AND KIND WHICH ARE NOW OR ANY

TIME HEREAFTER SITUATE ON THE LANDS LOCATED AT 2096 WEST 47TH AVENUE, VANCOUVER, B.C., AND LEGALLY DESCRIBED AS:

PID: 031-145-884, LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

AS SUCH LANDS AND PREMISES MAY BE DEVELOPED, CONSOLIDATED, SUBDIVIDED AND/OR STRATIFIED FROM TIME TO TIME (THE "LANDS"), OR WHICH ARE NOW OR AT ANY TIME MAY BE ANNEXED TO, COMPRISED IN, PERTAINING TO OR USED IN CONNECTION WITH THE LANDS, AND ALL PROCEEDS THEREOF AND THEREFROM, RENEWALS THEREOF, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, AND ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS RELATING TO THE FOREGOING, INCLUDING GOODS, ACCOUNTS, INSTRUMENTS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY AND MONEYS RELATING TO THE FOREGOING AND ALL PROCEEDS THEREOF.

## **Original Registering Party**

KOFFMAN KALEF LLP

**Address** 

19TH FLOOR, 885 W GEORGIA ST VANCOUVER BC V6C 3H4 Canada





BC Registries and Online Services

## **Base Registration Number: 150509P**

**Registration Description:** 

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

October 19, 2022 at 1:18:34 pm Pacific time

**Current Expiry Date and Time:** 

October 19, 2028 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:58 am Pacific time)

## **Secured Party Information**

PETERSON INVESTMENT GROUP INC.

**Address** 

1701-1166 ALBERNI ST VANCOUVER BC V6E 3Z3 Canada





BC Registries and Online Services

**Debtor Information** 

1082463 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1218548 B.C. LTD.

Address

2900-550 BURRARD ST VANCOUVER BC V6C 0A3 Canada

**GOLD COAST INDUSTRIES LTD.** 

Address

500-666 BURRARD ST VANCOUVER BC V6C 3P6 Canada

ZHENG, XIAO SONG

**Address** 

Birthdate

March 13, 1966

6261 ADERA ST VANCOUVER BC V6M 3J5 Canada

LI, XIAO

**Address** 

**Birthdate** 

6261 ADERA ST VANCOUVER BC V6M 3J5 Canada

YU, YING ZHENG

**Address** 

Birthdate

1988 WESTERN PKY VANCOUVER BC V6T 1V5 Canada November 1, 1973

November 26, 1965

**Vehicle Collateral** 





BC Registries and Online Services

#### **General Collateral**

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF 1076255 B.C. LTD. AND/OR LIGHTSTONE DEVELOPMENT LTD. TO ANY ONE OR MORE OF THE DEBTORS OR PAYMENTS RECEIVED BY ANY ONE OR MORE OF THE DEBTORS FROM 1076255 B.C. LTD. AND/OR LIGHTSTONE DEVELOPMENT LTD. AND ALL PROCEEDS THEREOF, INCLUDING, WITHOUT LIMITATION, GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS OR MONEY (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO, HAVE THOSE DEFINED MEANINGS).

**Original Registering Party** 

**KOFFMAN KALEF LLP** 

**Address** 

19TH FLOOR, 885 W GEORGIA ST VANCOUVER BC V6C 3H4 Canada





BC Registries and Online Services

# **Base Registration Number: 698159Q**

**Registration Description:** 

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

October 11, 2024 at 4:57:04 pm Pacific time

**Current Expiry Date and Time:** 

October 11, 2029 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:58 am Pacific time)

# **Secured Party Information**

JIANG, LI

**Address** 

8471 LAIDMORE RD RICHMOND BC V7C 2B4 Canada

#### **Debtor Information**

1218548 B.C. LTD.

**Address** 

1530-1200 73RD AVE W VANCOUVER BC

V6P 6G5 Canada

1173805 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

ZHENG, XIAO SONG

**Address** 

Birthdate

6261 ADERA ST VANCOUVER BC V6M 3J5 Canada





BC Registries and Online Services

<b>Vehicle Collate</b>	eral
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None

#### **General Collateral**

**Base Registration General Collateral:** 

ANY AND ALL PRESENT AND FUTURE ACCOUNTS AND MONIES AND ALL OTHER INDEBTEDNESS, OBLIGATIONS, AND LIABILITIES OF ANY KIND, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, OF **LIGHTSTONE DEVELOPMENT LTD**. AND **1076255 B.C. LTD**. WHICH ARE NOW OR HEREAFTER OWED TO THE DEBTOR. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND THE REGULATIONS THEREUNDER.

**Original Registering Party** 

**DENTONS CANADA LLP** 

**Address** 

20TH FLOOR 250 HOWE STREET VANCOUVER BC V6C 3R8 Canada





BC Registries and Online Services

# **Base Registration Number: 755627Q**

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** November 8, 2024 at 4:52:12 pm Pacific time **Current Expiry Date and Time:** November 8, 2034 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:09:58 am Pacific time)

# **Secured Party Information**

CHEN, BEI Address

5109-5111 GARDEN CITY RD

RICHMOND BC V6X 4H4 Canada

SU, QING Address

803-6833 BUSWELL ST

RICHMOND BC V6Y 0L3 Canada

LIU, JIDE Address

6160 AZURE RD RICHMOND BC V7C 2P1 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

LIGHTSTONE DEVELOPMENT LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1218548 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

ZHENG, XIAO SONG

**Address** 

**Birthdate** 

6261 ADERA ST VANCOUVER BC

V6M 3J5 Canada

March 13, 1966

**Vehicle Collateral** 

None

#### **General Collateral**

**Base Registration General Collateral:** 

ALL THE DEBTORS PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION, ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), EQUIPMENT, INVESTMENT PROPERTY, INVENTORY, ACCOUNTS, CONSUMER GOODS, PROCEEDS, CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENSES, MONEY, SECURITIES, FURNITURE, FIXTURES, PLANT, TOOLS, AND VEHICLES. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA HAVE THOSE DEFINED MEANINGS.





BC Registries and Online Services

**Original Registering Party** 

**TRIVIUM LAW** 

**Address** 

260-4320 VIKING WAY RICHMOND BC V6V 2L4 Canada





BC Registries and Online Services

# **Business Debtor - "GOLD COAST INDUSTRIES LTD."**

**Search Date and Time:** 

February 4, 2025 at 11:10:42 am Pacific time

Account Name:

DLA PIPER (CANADA) LLP

**Folio Number:** 117142-00002

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2	<u>664363M</u>	December 18, 2020	* GOLD COAST INDUSTRIES LTD	<u>6</u>
3	<u>150496P</u>	October 19, 2022	* GOLD COAST INDUSTRIES LTD.	<u>9</u>
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BC Registries and Online Services

# **Base Registration Number: 664350M**

**Registration Description:** 

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

December 18, 2020 at 3:21:07 pm Pacific time

**Current Expiry Date and Time:** 

December 18, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:10:42 am Pacific time)

**Secured Party Information** 

**NATIONAL BANK OF CANADA** 

**Address** 

311-6TH AVENUE SW, 6TH FLOOR CALGARY AB

T2P 3H2 Canada



BC Registries and Online Services

**Debtor Information** 

1076255 BC LTD

Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

LIGHTSTONE DEVELOPMENT LTD

Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1082463 BC LTD

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1218548 BC LTD

Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

**GOLD COAST INDUSTRIES LTD** 

**Address** 

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

**Vehicle Collateral** 

None





BC Registries and Online Services

#### **General Collateral**

**Base Registration General Collateral:** 

ALL PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, MONEY, CROPS, LICENCES AND ACCOUNTS LOCATED ON, SITUATE ON, ARISING FROM, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY LOCATED AT 6310/6320/6344/6356/6386 EAST BOULEVARD, VANCOUVER, BRITISH COLUMBIA, LEGALLY DESCRIBED AS PID: 031-145-884, LOT 1, BLOCK 2, DISTRICT LOT 526, GROUP 1, NEW WESTMINSTER DISTRICT PLAN EPP91453; ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

**Original Registering Party** 

**BORDEN LADNER GERVAIS LLP** 

**Address** 

1200-200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

### **HISTORY**

(Showing most recent first)

#### **RENEWAL**

**Registration Date and Time:** 

October 19, 2022 at 2:38:41 pm Pacific time

Registration Number:

150723P

Registration Life:

2 Years

**New Expiration Date and Time:** 

December 18, 2027 at 11:59:59 pm Pacific time

# **Registering Party Information**

BORDEN LADNER GERVAIS LLP (VANCOUVER)

**Address** 

BOX 48600 1200 WATERFRONT CENTRE 200 BURRARD STREET

VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

# **Base Registration Number: 664363M**

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time: December 18, 2020 at 3:24:44 pm Pacific time

Current Expiry Date and Time: December 18, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:10:42 am Pacific time)

**Secured Party Information** 

NATIONAL BANK OF CANADA Address

311-6TH AVENUE SW, 6TH FLOOR

CALGARY AB T2P 3H2 Canada

**Debtor Information** 

1082463 BC LTD Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

GOLD COAST INDUSTRIES LTD Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada

1218548 B.C. LTD. Address

#101-6386 EAST BOULEVARD

VANCOUVER BC V6M 3V6 Canada





BC Registries and Online Services

# **Vehicle Collateral**

None

#### **General Collateral**

**Base Registration General Collateral:** 

ALL PRESENT AND FUTURE OBLIGATIONS, ACCOUNTS, INDEBTEDNESS AND LIABILITY OF 1076255 B.C. LTD. OWING TO THE DEBTOR; ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

**Original Registering Party** 

**BORDEN LADNER GERVAIS LLP** 

**Address** 

1200-200 BURRARD STREET VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

#### **HISTORY**

(Showing most recent first)

#### **AMENDMENT - DEBTORS AMENDED**

**Registration Date and Time:** 

October 19, 2022 at 2:46:41 pm Pacific time

**Registration Number:** 

150757P

**Description:** 

**Debtor Information** 

1218548 B.C. LTD.

Address

(Formerly 1218545 BC LTD)

#101-6386 EAST BOULEVARD

NAME CHANGED

VANCOUVER BC V6M 3V6 Canada

# **Registering Party Information**

BORDEN LADNER GERVAIS LLP

(VANCOUVER)

**Address** 

BOX 48600 1200 WATERFRONT CENTRE

200 BURRARD STREET

VANCOUVER BC V7X 1T2 Canada

### **RENEWAL**

**Registration Date and Time:** 

October 19, 2022 at 2:38:07 pm Pacific time

**Registration Number:** 

150722P

**Registration Life:** 

2 Years

**New Expiration Date and Time:** 

December 18, 2027 at 11:59:59 pm Pacific time

# **Registering Party Information**

BORDEN LADNER GERVAIS LLP

(VANCOUVER)

**Address** 

BOX 48600 1200 WATERFRONT CENTRE

200 BURRARD STREET

VANCOUVER BC V7X 1T2 Canada





BC Registries and Online Services

# **Base Registration Number: 150496P**

Registration Description: PPSA SECURITY AGREEMENT

Act: PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** October 19, 2022 at 1:10:36 pm Pacific time **Current Expiry Date and Time:** October 19, 2028 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture: No

### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:10:42 am Pacific time)

**Secured Party Information** 

PETERSON INVESTMENT GROUP INC.

**Address** 

1701-1166 ALBERNI ST VANCOUVER BC V6E 3Z3 Canada





BC Registries and Online Services

**Debtor Information** 

1076255 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

LIGHTSTONE DEVELOPMENT LTD.

Address

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1082463 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1218548 B.C. LTD.

**Address** 

2900-550 BURRARD ST VANCOUVER BC

V6C 0A3 Canada

**GOLD COAST INDUSTRIES LTD.** 

**Address** 

500-666 BURRARD ST VANCOUVER BC V6C 3P6 Canada

**Vehicle Collateral** 

None





BC Registries and Online Services

#### **General Collateral**

**Base Registration General Collateral:** 

ALL PRESENTLY OWNED AND AFTER ACQUIRED GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY, INVESTMENT PROPERTY AND ALL OTHER PERSONAL PROPERTY OF WHATSOEVER NATURE AND KIND WHICH ARE NOW OR ANY

TIME HEREAFTER SITUATE ON THE LANDS LOCATED AT 2096 WEST 47TH AVENUE, VANCOUVER, B.C., AND LEGALLY DESCRIBED AS:

PID: 031-145-884, LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

AS SUCH LANDS AND PREMISES MAY BE DEVELOPED, CONSOLIDATED, SUBDIVIDED AND/OR STRATIFIED FROM TIME TO TIME (THE "LANDS"), OR WHICH ARE NOW OR AT ANY TIME MAY BE ANNEXED TO, COMPRISED IN, PERTAINING TO OR USED IN CONNECTION WITH THE LANDS, AND ALL PROCEEDS THEREOF AND THEREFROM, RENEWALS THEREOF, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, AND ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS RELATING TO THE FOREGOING, INCLUDING GOODS, ACCOUNTS, INSTRUMENTS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY AND MONEYS RELATING TO THE FOREGOING AND ALL PROCEEDS THEREOF.

# **Original Registering Party**

KOFFMAN KALEF LLP

**Address** 

19TH FLOOR, 885 W GEORGIA ST VANCOUVER BC V6C 3H4 Canada





BC Registries and Online Services

# **Base Registration Number: 150509P**

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

**Base Registration Date and Time:** 

October 19, 2022 at 1:18:34 pm Pacific time

**Current Expiry Date and Time:** 

October 19, 2028 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

**Trust Indenture:** 

No

### **CURRENT REGISTRATION INFORMATION**

(as of February 4, 2025 at 11:10:42 am Pacific time)

# **Secured Party Information**

PETERSON INVESTMENT GROUP INC.

**Address** 

1701-1166 ALBERNI ST VANCOUVER BC V6E 3Z3 Canada





BC Registries and Online Services

**Debtor Information** 

1082463 B.C. LTD.

**Address** 

1530-1200 73RD AVE W

VANCOUVER BC V6P 6G5 Canada

1218548 B.C. LTD.

Address

2900-550 BURRARD ST

VANCOUVER BC V6C 0A3 Canada

**GOLD COAST INDUSTRIES LTD.** 

**Address** 

500-666 BURRARD ST VANCOUVER BC V6C 3P6 Canada

**ZHENG, XIAO SONG** 

Address

**Birthdate** 

March 13, 1966

6261 ADERA ST VANCOUVER BC

V6M 3J5 Canada

LI, XIAO

**Address** 

Birthdate

6261 ADERA ST

VANCOUVER BC V6M 3J5 Canada

YU, YING ZHENG

**Address** 

Birthdate

1988 WESTERN PKY VANCOUVER BC

V6T 1V5 Canada

November 1, 1973

November 26, 1965

**Vehicle Collateral** 

None



BC Registries and Online Services

#### **General Collateral**

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF 1076255 B.C. LTD. AND/OR LIGHTSTONE DEVELOPMENT LTD. TO ANY ONE OR MORE OF THE DEBTORS OR PAYMENTS RECEIVED BY ANY ONE OR MORE OF THE DEBTORS FROM 1076255 B.C. LTD. AND/OR LIGHTSTONE DEVELOPMENT LTD. AND ALL PROCEEDS THEREOF, INCLUDING, WITHOUT LIMITATION, GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS OR MONEY (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO, HAVE THOSE DEFINED MEANINGS).

# **Original Registering Party**

**KOFFMAN KALEF LLP** 

**Address** 

19TH FLOOR, 885 W GEORGIA ST VANCOUVER BC V6C 3H4 Canada





#### **BC** Registries and Online Services

(



BC Registries Dashboard > My Asset Registries > Search Results

# My Asset Registries



Request MHR Qualified Supplier Access



**(?)** Help 🖸

Catherine Spaa DLA PIPER (CANADA) LLP

# Search Results

for Business Debtor Name "GOLD COAST INDUSTRIES LTD." as of February 4, 2025 at 11:10:42 am Pacific time

Folio Number: 117142-00002

Select the registrations you want to include in a printable PDF search report. Exact matches are automatically selected. This report will contain the full record of the registration for each selected match and will be automatically saved to your PPR Dashboard.

4 matches found 4 exact matches

4 total matches in 4 registrations added to report

PDF Generate Search Result Report

Select All

**Debtor Name** 

#### Exact Matches (4)



exact match added

**GOLD COAST INDUSTRIES LTD** 



exact match added

**GOLD COAST INDUSTRIES LTD** 



exact match added

GOLD COAST INDUSTRIES LTD.

Select All

**Debtor Name** 

exact match added

GOLD COAST INDUSTRIES LTD.

Disclaimer Privacy Accessibility Copyright

A BC Online Application



This is **Exhibit "Q"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

#### **ENVIRONMENTAL INDEMNITY AGREEMENT**

This Agreement is made as of the <u>19th</u> day of <u>October</u>	, 2022.
--	---------

#### BETWEEN:

**1076255 B.C. LTD.** (Inc. No. BC1076255) c/o 200 – 5511 West Blvd., Vancouver, B.C. V6M 4H3 (the "Nominee")

#### LIGHTSTONE DEVELOPMENT LTD. (Inc. No. BC1083494)

c/o 200 – 5511 West Blvd., Vancouver, B.C. V6M 4H3 (the "Beneficial Owner" and together with the Nominee, the "Borrowers")

AND:

1082463 B.C. LTD. (Inc. No. BC1082463)
1218548 B.C. LTD. (Inc. No. BC1218548)
GOLD COAST INDUSTRIES LTD. (Inc. No. BC1039294)
XIAO SONG ZHENG
XIAO LI
YING ZHENG YU
c/o 200 – 5511 West Blvd., Vancouver, B.C. V6M 4H3

(collectively, the "Guarantors")

AND:

**PETERSON INVESTMENT GROUP INC.** (Inc. No. BC1059668), having an office at Suite 1701 – 1166 Alberni Street, Vancouver, British Columbia, V6E 3Z3

(the "Lender")

- A. The Lender has authorized in favour of the Borrowers, a loan in the principal amount of \$18,500,000.00 (the "Loan") pursuant to the terms of a commitment letter from the Lender to the Nominee dated October 5, 2022 and on certain conditions including among other things, the granting to the Lender of a mortgage and assignment of rents (together, the "Mortgage") charging the the lands and premises located at 2096 West 47th Avenue, Vancouver, B.C. and legally described as PID No. 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (as may be consolidated, developed, subdivided and/or stratified from time to time, the "Lands").
- B. One of the conditions precedent to providing the Loan to the Borrowers is the making by the Borrowers and the Guarantors of the covenants and agreements contained in this Agreement.

C. The Guarantors have related business interests to the Borrowers and have requested the Lender to provide the Loan to the Borrowers.

In consideration of the premises and the making the Loan available to the Borrowers and for other good and valuable consideration the receipt and sufficiency of which is acknowledged the Borrowers and the Guarantors represent, warrant, covenant and agree with the Lender that:

#### DEFINITIONS.

- (a) "Environmental Laws" means:
  - (i) all statutes, laws and regulations including without limitation:
    - (A) the Environmental Management Act, SBC 2003, c.53 (the "Environmental Management Act"); and
    - (B) the Contaminated Sites Regulations (the "Contaminated Sites Regulations")

and any successor legislation and regulation and all amendments thereto and including the principles of common law and equity,

(ii) all orders, bylaws, standards, guidelines, permits and all other lawful requirements of any federal, provincial, municipal or other governmental authority, including without limitation a Manager appointed under the Environmental Management Act and/or the Contaminated Sites Regulations,

having application to and/or jurisdiction over the Lands now or hereafter in force with respect in any way to the environment, including without limitation matters concerning health, occupational health and safety, product liability, transportation and/or storage of dangerous goods.

- (b) "Prohibited Act" means any act, activity or conduct which might result in a breach of the Environmental Laws.
- (c) "Prohibited Substance" means any radioactive materials, asbestos materials, urea formaldehyde, underground or aboveground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance, the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is now or hereafter prohibited, controlled or regulated under the Environmental Laws.
- 2. The Lands and its use complies with all Environmental Laws and the Lands do not contain any Prohibited Substance other than in compliance with all Environmental Laws.

- 3. At no time will any Prohibited Substance be used, brought upon or stored on the Lands other than in compliance with all Environmental Laws.
- 4. If any Prohibited Substance exists on the Lands which is required to be removed by any governmental authority or the Lender, the Borrowers and/or the Guarantors will immediately remove it or cause it to be removed in compliance with the Environmental Laws.
- 5. The Borrowers and the Guarantors will indemnify and save the Lender harmless from and against all liabilities, costs and expenses of any kind including reasonable disbursements and legal fees on an indemnity basis to which the Lender is put as a result of a breach of their covenants and agreements contained in this Agreement.
- 6. The Borrowers and the Guarantors will cause the Lands and all tenants and occupants of the Lands and its use at all times to comply with the Environmental Laws.
- 7. The Borrowers and the Guarantors will at all times comply with the Environmental Laws in respect of the Lands.
- 8. If the Borrowers and the Guarantors become aware of the existence on the Lands of any Prohibited Substance or the commission of any Prohibited Act or of the breach of any of the Environmental Laws, they will promptly advise the Lender and provide the Lender with full details thereof.
- 9. The Borrowers and the Guarantors will observe and follow and will take all reasonable action to cause all of the tenants and occupants of the Lands to observe and follow any recommendation contained in any study or audit referred to in this Agreement.
- 10. No Prohibited Act is being done on the Lands nor will any such act be done on the Lands in the future.
- 11. If any Prohibited Act is being done on the Lands, the Borrowers and the Guarantors will immediately stop doing such act or cause it to be stopped.
- 12. The Borrowers and the Guarantors will do all lawful things to reduce or eliminate their liability under the Environmental Laws with respect to the Lands.
- 13. If at any time a breach of any covenant or agreement contained in this Agreement occurs, then the Borrowers and the Guarantors will take immediate steps to rectify such breach of covenant or agreement and if they refuse to do so immediately upon the making of any order or direction referred to in this Agreement or on the requirement of the Lender, then the Lender may (but shall not be obligated to) take such steps and do such things as may be requisite to cure their default or breach and the cost of taking all such steps or doing all such things shall be paid by them to the Lender and in default of such payment may be added to and form part of the money secured by the Mortgage.
- 14. The indemnity, covenants and agreements contained in this Agreement shall survive the repayment of money owed to the Lender including but not limited to the Loan and the money advanced and/or secured under the Mortgage and the discharge of the Mortgage from title to the

Lands and continue in full force and effect even after the Lender has exhausted any remedy that it is entitled to pursue under this Agreement or under the Mortgage.

- 15. The Lender may, at the Borrowers' and the Guarantors' cost, commission the making of an environmental study or audit to:
  - (a) determine if any Prohibited Substance exists on the Lands,
  - (b) determine if any Prohibited Act is being done on the Lands,
  - (c) determine if any tenant or any occupant of the Lands is in compliance with the Environmental Laws,
  - (d) make recommendations respecting the use of the Lands.
- 16. The person commissioned to make the environmental study or audit may enter on the Lands, interview any person employed by the Borrowers and/or the Guarantors and any tenants or occupants of the Lands and conduct such physical tests as such person considers necessary, but in conducting such tests, such person shall not unnecessarily interfere with the Borrowers and/or the Guarantors or any tenant or occupant of the Lands and their use of the Lands. The exercise of any of the powers enumerated in this paragraph shall not deem the Lender or its agent to be in possession, management or control of the Lands and the buildings located upon the Lands.
- 17. No failure or delay by the Lender in the exercise of any power or right under this Agreement constitutes a waiver thereof, nor does any exercise of any such power or right preclude any other exercise of same. Each power and right under this Agreement is cumulative with, and not exclusive of, any power or right otherwise available.
- 18. No modification or waiver of this Agreement is binding on the Lender unless made in writing and signed by a duly authorized officer of the Lender.
- 19. If any part or provision of this Agreement is determined to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part had been deleted.
- 20. This Agreement shall not operate so as to create any merger or discharge of the Loan, or any security or documentation contemplated therein including without limitation, the Mortgage.
- 21. The taking of a judgment with respect to any of the security or documentation contemplated in the Loan will not operate as a merger of any of the terms, conditions, covenants, agreements or provisos contained in this Agreement.
- This Agreement is in addition to and not in substitution for any other guarantee or any debenture, mortgage, note, pledge or other security or evidence of liability held by the Lender, all of which will be construed as complementary to each other. Nothing in this Agreement prevents the Lender from enforcing any other guarantee or any debenture, mortgage, note, pledge or other security or evidence of liability in accordance with its terms.

- 23. The Borrowers and the Guarantors consent to the Lender assigning, transferring or selling all or any portion of its interest under this Agreement and without limiting the foregoing, the Lender may enter into participation, co-lending or syndication agreements with other mortgagees in connection with this Agreement. The Lender may provide information of a financial or other nature to any prospective assignee, transferee, purchaser or other mortgagee, concerning the Borrowers, the Guarantors and this Agreement:
- Any notice required or desired to be given by one party to the other may be given by delivery or by facsimile transmission or by registered or certified mail to the addresses of the Lender, the Borrowers and the Guarantors as set out on page one of this Agreement, as the case may be and such notice, if given by mail, shall, in the absence of a threatened or actual postal disruption, be deemed to have been received five days after mailing. In the event of a threatened or actual postal disruption, any notice shall be given by delivery or facsimile transmission to the party to whom it is to be given and the notice shall be deemed received on the day it is delivered or transmitted.
- 25. This Agreement and the rights and obligations of the Borrowers and the Guarantors and the Lender under it are governed by and construed according to the laws of British Columbia.
- 26. For the purposes of this Agreement, all references to the singular include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa.
- 27. Time is of the essence of this Agreement.
- 28. Any legal action or proceeding with respect to this Agreement may be brought in the courts of British Columbia or in such other courts as the Lender in its sole discretion elects and the Borrowers and the Guarantors irrevocably submits to each such jurisdiction.
- 29. This Agreement need not be executed by the Lender to be binding on and to enure to the benefit of Lender.
- 30. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which together will constitute one and the same document, and such will not affect the obligations of the Borrowers and the Guarantors under this Agreement.
- 31. The Borrowers and the Guarantors will promptly do all further acts and execute and deliver further documents as the Lender considers necessary or advisable to carry out the terms or intent of this Agreement.
- This Agreement is binding on and enures to the benefit of the Lender and the Borrowers and the Guarantors and their executors, administrators, successors and assigns and to any person to whom the Lender may grant any participation in this Agreement, the Loan or any power, remedy or right of the Lender under this Agreement.
- 33. If the Borrowers or the Guarantors consist of more than one party, this Agreement will be read with all necessary grammatical changes and each reference to the Borrowers and/or the Guarantors include each and every such person or corporation individually. All covenants and

agreements herein of each of the Borrowers and the Guarantors are the joint and several covenants and agreements of each such person or corporation.

34. If another lender participates in the Loan with the Lender, this Agreement will be read with all necessary grammatical changes and each such party or any one or more of them are entitled to enforce each right and remedy of the Lender under this Agreement.

[EXECUTION PAGE TO FOLLOW]

IN WITNESS whereof the parties hereto have executed this Agreement as of the date and year first above written.

# Borrowers: LIGHTSTONE DEVELOPMENT LTD. 1076255 B.C. LTD. by its authorized signatory(ies): by its authorized signatory(ies): Authorized Signatory Authorized Signatory Authorized Signatory **Guarantors:** 1218548 B.C. LTD. 1082463 B.C. LTD. by its authorized signatory(ies): by its authorized signatory(ies): Authorized Signatory Authorized Signatory **Authorized Signatory** Authorized Signatory **GOLD COAST INDUSTRIES LTD.** by its authorized signatory(ies): Per: **Authorized Signatory** Authorized Signatory

[EXECUTION CONTINUED ON NEXT PAGE]

IN WITNESS whereof the parties hereto have executed this Agreement as of the date and year first above written.

Borrowers:	
1076255 B.C. LTD. by its authorized signatory(ies):	<b>LIGHTSTONE DEVELOPMENT LTD.</b> by its authorized signatory(ies):
Per: Authorized Signatory	Per:Authorized Signatory
Per:Authorized Signatory	Per:Authorized Signatory
<b>Guarantors:</b>	
1082463 B.C. LTD. by its authorized signatory(ies):	1218548 B.C. LTD. by its authorized signatory(ies):
Per:Authorized Signatory	Per:Authorized Signatory
Per: Authorized Signatory	Per:Authorized Signatory
GOLD COAST INDUSTRIES LTD. by its authorized signatory(ies):	
Per: Authorized Signatory	
Per:Authorized Signatory	

[EXECUTION CONTINUED ON NEXT PAGE]

Signed by XIAO SONG ZHENG in the presence of:  Witness Signature  BHAGWANT DHALIWAL  Address Barrister & Solicitor  CLARK WILSON LLP  900 - 885 WEST GEORGIA STREET  VANCOUVER, BC V6C 3H1  T. 604.687.5700  Occupation	XIAO SONG ZHENG
Signed by XIAO LI in the presence of:  Witness Signature  BHAGWANT DHALIWAL  Address  Barrister & Solicitor  CLARK WILSON LLP  900 - 885 WEST GEORGIA STREET  VANCOUVER, BC V6C 3H1  T. 604.687.5700  Occupation	XIAO LI
Signed by YING ZHENG YU in the presence of:  Witness/Signature  BHAGWAN DHALIWAL  Address  Barrister & CLARK WILSON LL YANCOUVER, BC V6C 3H1 T. 604.687.5700  Occupation  The signor was not physically present before	YING ZHENG YU

technology

me but was linked with me using video

Signed by XIAO SONG ZHENG in the presence of:	) ) )
Witness Signature	) ) XIAO SONG ZHENG
Address	) ) )
	)
Occupation	, ,
Signed by XIAO LI in the presence of:	}
Witness Signature	) ) XIAO LI
Address	
Occupation	) ) )
Signed by YING ZHENG YU in the presence of:	} ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
Witness Signature	) YING ZHENG YU )
Address	) ) )
Occupation	) ) )

This is **Exhibit "R"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

#### ASSIGNMENT OF INSURANCE INTERESTS

To:

PETERSON INVESTMENT GROUP INC.

And to:

KOFFMAN KALEF LLP

Re:

\$18,500,000.00 loan (the "Loan") from Peterson Investment Group Inc. (the "Lender") to 1076255 B.C. Ltd. (the "Nominee") and Lightstone Development Ltd. (the

"Beneficial Owner" and together with the Nominee, the "Borrower")

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby transfers, assigns and sets over unto the Lender all of its rights, title and interest in any and all proceeds with respect to any insurance policies (including any Standard Mortgage Clause approved by the Insurance Bureau of Canada) in effect with respect to the lands and premises located at 2096 West 47th Avenue, Vancouver, B.C. and legally described as PID: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (as may be consolidated, developed, subdivided and/or stratified from time to time, the "Lands") including, without limitation, its assignment of:

- 1. general public liability insurance;
- 2. all risk, fire, theft and earthquake insurance (including extended coverage endorsement) on all machinery, equipment, fixtures and buildings situate on any Lands from time to time; and
- 3. course of construction insurance, if applicable.

THE UNDERSIGNED hereby irrevocably directs and authorizes any and all insurers of any Lands to pay exclusively to the Lender any and all proceeds of such insurance payable to the undersigned pursuant to such insurance policies. This shall be good, sufficient and irrevocable authority to such insurers for so doing.

[EXECUTION PAGE TO FOLLOW]

Dated	this <u>19th</u> day of <u>October</u>	, 2022
	55 B.C. LTD. authorized signatory(ies):  Authorized Signatory	
Per:	Authorized Signatory	
	authorized signatory  Authorized Signatory	
Per:	Authorized Signatory	

This is **Exhibit "S"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

### **ASSIGNMENT OF CONTRACTS**

THIS ASSIGNM	ENT made as of the 19th day of October, 2022.		
BETWEEN:			
	1076255 B.C. LTD., (Inc. No. BC1076255), a British Columbia company, having its registered and records office at 1530 - 1200 West 73rd Avenue, Vancouver, BC V6P 6G5		
	(the "Nominee")		
AND:			
	<u>LIGHTSTONE DEVELOPMENT LTD.</u> , (Inc. No. BC1083494), a British Columbia company, having its registered and records office at 1530 - 1200 West 73rd Avenue, Vancouver, BC V6P 6G5		
	(the "Beneficial Owner" and together with the Nominee, the "Assignor")		
AND:			
	PETERSON INVESTMENT GROUP INC. (Inc. No. BC1059668), a British Columbia company, having an office at Suite 1701 – 1166 Alberni Street, Vancouver, British Columbia, V6E 3Z3		
	(the "Lender")		

### WHEREAS:

- A. The Lender has agreed to lend to the Assignor certain credit facilities (the "Loan") on the terms set forth in a commitment letter dated October 5, 2022 (as may be amended, restated, supplemented, renewed and/or replaced from time to time, the "Commitment Letter") and a mortgage and assignment of rents (together, the "Mortgage") made by the Nominee in favour of the Lender as security for the Loan over those certain lands and premises situate at and legally described in the Schedule of Lands attached hereto (as may be developed, subdivided, consolidated and/or stratified, the "Lands"); and
- B. As a condition precedent to making the Loan available to the Borrower that the Assignor assign to the Lender by way of additional security all contracts and sub-contracts relating to all or any part of the Lands and the project to be constructed on the Lands (hereinafter collectively called "Contracts").

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants of the parties herein contained and in consideration of the Lender agreeing to make the Loan available to the Assignor

on the terms and conditions as are set forth in the Commitment Letter from the Lender to the Assignor and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby agrees with the Lender as follows:

- 1. The Assignor hereby assigns, transfers, and sets over unto the Lender its successors and assigns the Contracts and all rights and benefits of the Assignor thereunder.
- 2. The Assignor represents and warrants that the Assignor's interest in the Contracts is not subject to any claim, set-off, lien or encumbrance of any nature.
- 3. Neither this assignment nor any action or actions on the part of the Lender shall constitute an assumption by the Lender of any obligations under the Contracts. The Assignor shall continue to be liable for all obligations under the Contracts, and agree to perform each and all of its obligations thereunder. The Assignor agrees to indemnify and save the Lender harmless from and against all loss, costs, liability, or expense (including but not limited to reasonable legal costs), resulting from the Contracts, including, without limiting the generality of the foregoing, any failure of the Owner to perform the obligations under the Contracts.
- 4. The Lender shall have the right at any time (but shall have no obligation), to take in its name or in the name of the Assignor or otherwise, any action that the Lender may at any time or from time to time determine to be necessary to cure any default under any of the Contracts, including the right to commence proceedings, and to take any action of any nature whatsoever considered necessary by the Lender in order to enforce all of the provisions of a Contract.
- 5. If requested by the Lender, the Assignor shall lend its name to any of those actions and they may be conducted by the Lender in the name of the Assignor, but the Lender shall incur no liability to the Assignor if any action taken by it or on its behalf in good faith, under the foregoing paragraphs, shall prove to be in whole or in part inadequate or invalid, and the Assignor agrees to hold the Lender harmless from and against any loss, costs, liability, or expense (including, but not limited to reasonable legal costs), incurred in connection with any action or actions relating to the Contracts.
- 6. The Assignor hereby irrevocably constitutes and appoints the Lender its true and lawful attorney in the Assignor's name to enforce all rights of the Assignor under each of the Contracts.
- 7. The Assignor agrees that it shall not amend, vary, discharge, or alter the terms and conditions of any of the Contracts without the express prior written consent of the Lender, except change orders in the normal course of business which do not increase the contract price or any budget line item by more than 5%.
- 8. The Assignor shall make all payments due to each contractor under the Contracts promptly when due.
- 9. In the event of a conflict between the terms of the Contracts and this assignment, the terms of this assignment shall prevail.

- 10. Notwithstanding any variation of the terms of the Commitment Letter and/or the Mortgage or any agreement or arrangement with the Assignor or any extension of time for payment or any release of part or parts of the mortgaged premises, or of any collateral security, the Contracts and other benefits hereby assigned shall continue as collateral security until the whole of the moneys secured by the Mortgage shall be fully paid and satisfied.
- 11. The Lender will only exercise its rights under this assignment in the event of a demand for payment is made under the Commitment Letter or the security granted to the Lender thereunder.
- 12. The Lender may waive any default or breach of covenant and shall not be bound to serve any notice upon any covenantors upon the happening of any default or breach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.
- 13. Nothing herein contained shall be deemed to have the effect of making the Lender responsible for the performance of any of the covenants, provisions, stipulations, terms, or conditions under any of the Contracts either by the contracting party, or the Assignor.
- 14. The Assignor shall not at any time during the existence of the Mortgage, without the consent in writing of the Lender:
  - a) assign, pledge, or hypothecate any Contracts, or any part thereof, other than to the Lender, and shall not do or omit to do or permit any act to be done that, either directly or indirectly, has the effect of waiving, releasing, reducing, or abating any rights or remedies of the Assignor or obligations of any other party thereunder or in connection therewith; or
  - (b) terminate or accept a surrender of any Contracts.
- 15. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Lender from time to time to perfect this Assignment.
- 16. This Assignment is taken by way of additional security only, and neither the taking of this Assignment nor anything done in pursuance hereof shall in any way prejudice or limit the rights of the Lender or the obligations of the Assignor under the Commitment Letter and/or the Mortgage or any other collateral security.
- 17. The rights or remedies given to the Lender hereunder shall be in addition to and not in substitution for and shall not in any way derogate from or delay or prejudice any rights or remedies to which the Lender may be entitled under the Mortgage or by law.
- 18. None of the Contracts or the Assignor's rights thereunder has been amended, supplemented, assigned, encumbered, discounted, anticipated, waived, reduced, released, or abated.
- 19. There has been no default under any of the Contracts by any of the parties thereto.

- 20. There is no outstanding dispute under any of the Contracts between the Assignor and any other party thereto.
- 21. The Assignor has observed and performed and will observe and perform all of its obligations under each of the Contracts.
- 22. The Assignor now has a good right, full power, and absolute authority to assign the Contracts and other benefits in the manner aforesaid according to the true intent and meaning of this intention. To the extent a Contract may not be assigned pursuant to the terms contained therein, all rights and benefits under such Contract are hereby assigned to the Lender and are otherwise held for the benefit of the Lender by the Assignor.
- 23. The expressions "Assignor" and "Lender" wherever used in these charge terms shall include, and this Agreement is binding upon and enure to the benefit of the heirs, executors, administrators, successors, and assigns of the Assignor and the Lender respectively.
- 24. If the Assignor is more than one person the covenants on the part of the Assignor herein contained shall be and be deemed to be joint and several covenants, and wherever the singular or masculine is used throughout these charge terms the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.
- 25. This Agreement may be signed in counterparts and by facsimile or .pdf email transmission, and each such counterpart facsimile or .pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

[EXECUTION PAGE TO FOLLOW]

above written.

1076255 B.C. LTD.
by its authorized signatory(ies):

Per:
Authorized Signatory

Per:
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.
by its authorized signatory(ies):

Per:

IN WITNESS whereof the parties hereto have executed this assignment as of the date and year first

Authorized Signatory

Authorized Signatory

Per:

# **SCHEDULE OF LANDS**

2096 West 47th Avenue, Vancouver, B.C., legally described as PID: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (as may be developed, subdivided, consolidated and/or stratified from time to time, the "Lands")

This is **Exhibit "T"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

### ASSIGNMENT OF SALE AGREEMENTS, PROCEEDS AND DEPOSITS

The Undersigned, 1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD. (together, hereinafter called the "Assignor") for valuable consideration hereby:

- 1. Assigns to PETERSON INVESTMENT GROUP INC. (hereinafter called the "Lender") the sale agreements specified in Schedule "A" hereto (the "Agreements") and all monies now due or hereinafter to become due to the Assignor under the Agreements, and all interest, if any, due and to become due thereon and all rights and benefits thereunder, TO HOLD the same unto the Lender absolutely.
- 2. Agrees to furnish to the Lender, whenever requested by any officer or agent thereof, all books, accounts, letters, invoices, papers and documents in any way evidencing or relating to the foregoing.
- 3. Agrees to execute and do all deeds, documents and things which in the opinion of the Lender may be necessary or desirable in connection with this Assignment.
- 4. Authorizes the Lender to sue for and enforce payment of the said interest and to do any act or thing or take any proceeding thought expedient by the Lender in the name of the Assignor.
- 5. Agrees that the Lender may grant extensions, take and give up securities, accept compositions, grant releases and discharges and generally deal with the said monies in its absolute discretion without consent of or notice to the Assignor, and that the Lender shall not be responsible for any loss or damage which may occur as a consequence of the negligence of any officer, agent or solicitor employed in the collection or realization thereof.
- 6. Agrees that if any monies or interest be paid to the Assignor, the Assignor shall receive them as agent of and in trust for the Lender and shall forthwith pay over the same.
- 7. Agrees to indemnify and save harmless the Lender from and against all damages, costs and expenses suffered or incurred by the Lender in relation to this Assignment and enforcement of the Agreements.

This present assignment and transfer shall be a continuing collateral security to the Lender for the payment of all and every present and future indebtedness and liability, direct or indirect, of the Assignor to the Lender and of any ultimate unpaid balance thereof with interest.

This Assignment will also be binding on the successors and assigns of the Assignors, and will benefit the Lender and the Lender's successors and assigns. If more than one person signs this Assignment, each will be jointly and severally bound to comply with all obligations under this Assignment.

Words importing the singular shall include the plural and words importing the masculine gender shall include the feminine gender and the body corporate.

[EXECUTION PAGE TO FOLLOW]

DATED	at <u>Vancouver</u> , British Columbia, this <u>19th</u> day of _	October	, 2022.
10762	St B.C. LTD. Buthorized signatory(ies):  Authorized Signatory		
Per:	Authorized Signatory		
by its	STONE DEVELOPMENT LTD. authorized signatory(ies):		
Per:	Authorized Signatory  Authorized Signatory		

### **SCHEDULE A**

### **DESCRIPTION OF SALE AGREEMENTS**

All contracts of sale and purchase pertaining to any and all units, including strata lots (the "**Project**") to be constructed on the lands located at 2096 West 47th Avenue, Vancouver, B.C. and legally described as:

PID: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, as may be developed, subdivided, consolidated and/or stratified from time to time,

whether such contracts have been executed prior or subsequent to the completion of construction of the said project, and all proceeds of such contracts including all deposits paid under such contracts.

3

This is **Exhibit "U"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

# ASSIGNMENT OF CONTRACTS, WARRANTIES, LICENSES, PERMITS AND PROJECT PLANS

THIS ASSIGNMENT made as of the 19th day of October , 2022.

BETWEEN:	
	1076255 B.C. LTD., (Inc. No. BC1076255), a British Columbia company, having its registered and records office at 1530 - 1200 West 73rd Avenue, Vancouver, BC V6P 6G5
	(the "Nominee")
AND:	
	<u>LIGHTSTONE DEVELOPMENT LTD.</u> , (Inc. No. BC1083494), a British Columbia company, having its registered and records office at 1530 - 1200 West 73rd Avenue, Vancouver, BC V6P 6G5
	(the "Beneficial Owner" and together with the Nominee, the "Assignor")
AND:	PETERSON INVESTMENT GROUP INC. (Inc. No. BC1059668), a British Columbia company, having an office at Suite 1701 – 1166 Alberni Street, Vancouver, British Columbia, V6E 3Z3
	(the "Assignee")
WHEREAS:	
amended,	nor entered into a commitment letter with the Assignee dated October 5, 2022 (as may be extended, renewed, supplemented, restated and/or replaced from time to time is er called the "Commitment Letter").
assignmei <b>Documen</b>	to the terms of the Commitment Letter, the Assignor granted a mortgage and of rents and certain other collateral security documents (collectively, the "Security ts") in favour of the Assignee over its right, title and interest in those certain lands and situate at and legally described in the Schedule of Lands attached hereto (as may be

C. It is a term of the Commitment Letter that all of the Assignor's right, title and interest in the Benefits (as hereinafter defined) be assigned to the Assignee.

developed, subdivided, consolidated and/or stratified, the "Lands") together with all buildings, structures, fittings and other improvements erected and placed thereon and all rights, leases, offers to lease, easements, privileges and appurtenances belonging to or in any way appertaining thereto (all of which, inclusive of the Lands, are hereinafter collectively referred to as the

"Property").

NOW THEREFORE this assignment witnesses that in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby by each of the parties acknowledged), the Assignor and the Assignee covenant and agree as follows:

- 1.1 Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Commitment Letter and the below terms shall be defined as follows:
  - 1.1.1 "Benefits" collectively means the Bonds, Contracts, Letters of Credit, Licenses, Permits, Project Plans and Specifications and Warranties;
  - 1.1.2 "Bonds" means all bonds in place in respect of the Project and all benefits thereunder;
  - 1.1.3 "Contracts" means all construction contracts of any nature for construction or supply of materials in connection with the construction of the buildings and facilities on the Lands whether those contracts exist as of the date hereof or at any time in the future;
  - 1.1.4 <u>"Letters of Credit"</u> means all letters of credit and bank guarantees and similar instruments issued in respect of the Project or the Property;
  - 1.1.5 <u>"Licenses"</u> means all licenses in the possession, control or name of the Assignor now or at any time in the future with respect to all chattels which are required to be inspected, approved or licensed;
  - 1.1.4 "Permits" means all of the necessary licenses and permits required for the construction of all buildings on the Lands and for the conduct and operation of the intended use of the Property issued by any government, statutory or other authority having jurisdiction over same;
  - 1.1.5 "Property" has the meaning set forth in Recital B;
  - 1.1.6 "Project Plans and Specifications" means the interest of the Assignor in all conceptual drawings, architects and engineers drawings, technical specifications, building permit drawings, surveyors drawings, quantity specifications, and all similar items related to the construction of all buildings and facilities on the Lands; and
  - 1.1.7 "Warranties" means all outstanding guarantees, warranties and indemnities obtained for the benefit of the Assignor relative to the Property.
- 2.1 The Assignor does hereby absolutely assign, transfer and set over unto the Assignee all of its right, title, and interest in and to:
  - 2.1.1 the Benefits;
  - any and all benefits and advantages due or accruing due or at any time after the date hereof to become due under the Benefits or any extensions or renewals thereof; and

2.1.3 the benefit of all covenants, representations, and warranties in respect of the Benefits;

with full power and authority to demand, collect, sue for, recover, receive, and give receipts for payments and to enforce payment thereunder or the performance of covenants in the name of the Assignee.

- 3.1 The Assignor hereby agrees that the Assignee is to have and to hold the Benefits and all of the monies, benefits, and advantages to be derived therefrom and the right to enforce payment or the performance of covenants thereunder until repayment in full of all monies owing under the Commitment Letter and the Security.
- 4.1 The Assignor covenants and warrants to the Assignee that:
  - 4.1.1 none of the Benefits or advantages accruing or payable thereunder have been assigned or otherwise encumbered by it;
  - 4.1.2 the Assignor has not committed any act or omitted to perform any obligation nor has it permitted any act or omission to occur that would be a breach or a default of its obligations under the Benefits;
  - 4.1.3 the Assignor has received no notice from any other party to any of the Benefits of default by the Assignor of its obligations or liabilities under to the Benefits;
  - as of the date of this assignment there are no disputes of which the Assignor is aware between the Assignor and any of the other parties to the Benefits concerning any of the Benefits:
  - 4.1.5 as of the date of this assignment the Assignor has good right, full power, and absolute authority to assign the Benefits according to the true intent and meaning of this assignment;
  - 4.1.6 all payments required to be made by the Assignor under the Benefits have been made to the date of this assignment;
  - 4.1.7 the Assignor shall deliver to the Assignee true copies of all Contracts forthwith upon execution of same by the Assignor.
- 5. This Agreement shall only be operative in the event the Assignor is in default pursuant to the terms of the Security and/or the Commitment Letter, in which case the Assignee at its option shall be entitled to exercise all its rights and remedies hereunder. Should the Assignee exercise such rights, it shall only be liable for the costs of work done and material and labour supplied, under the Contracts, after the date the Assignee exercises such rights and only in the event such work, materials and labour is provided at the request of the Assignee.
- 6. Upon demand at any time, the Assignor shall deliver to the Assignee copies of the Benefits and all documents and plan, licences and permits.

- 7. The Assignor will promptly do all further acts and execute and deliver further documents as the Assignee considers necessary or advisable to carry out the terms or intent of this Agreement.
- 8. This Agreement need not be executed by the Assignee to be binding on and to enure to the benefit of the Assignee and its successors and assigns. This assignment shall be binding upon the Assignor and its successors and assigns.
- 9. If more than one person signs this Agreement, each will be jointly and severally bound to comply with all obligations under this Agreement.
- 10. This Agreement may be signed in counterparts and by facsimile or .pdf email transmission, and each such counterpart facsimile or .pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

[EXECUTION PAGE TO FOLLOW]

IN WITNESS whereof the parties hereto have executed this assignment as of the date and year first above written.

	<b>5 B.C. LTD.</b> uthorized signatory(ies):
Per:	Authorized Signatory
Per:	
	Authorized Signatory
	STONE DEVELOPMENT LTD. uthorized signatory(ies):
Per:	Authorized Signatory
	• = -
Per:	Authorized Signatory

# SCHEDULE OF LANDS

2096 West 47th Avenue, Vancouver, B.C., legally described as PID: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (as may be developed, subdivided, consolidated and/or stratified from time to time, the "Lands")

This is **Exhibit "V"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia



Court File No. VLC-S-S-248509

No	_
Vancouver Registry	1

### IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

### URBAN ONE CONTRACTORS INC.

**PLAINTIFF** 

AND:

LIGHTSTONE DEVELOPMENT LTD. and 1076255 B.C. LTD., CLARK WILSON LLP, JOHN DOE 1 TO AND INCLUDING JOHN DOE 58

**DEFENDANTS** 

### NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the abovenamed registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

# Time for response to civil claim

A response to civil claim must be filed and served on the Plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### CLAIM OF THE PLAINTIFF

### Part 1: STATEMENT OF FACTS

- 1. The Plaintiff is a company incorporated pursuant to the laws of British Columbia with business address at 50 West 7<sup>th</sup> Avenue, Vancouver, British Columbia.
- 2. The Defendants **LIGHTSTONE DEVELOPMENT LTD.** and **1076255 B.C. LTD.**, are related entities, each incorporated pursuant to the laws of British Columbia, each with registered and records office located at #1530 1200 WEST 73RD AVENUE VANCOUVER BC V6P 6G5
- 3. The defendant Clark Wilson LLP is a law firm practicing in Vancouver, British Columbia, with address at 900 885 West Georgia Street, Vancouver, BC. The Defendant Clark Wilson LLP is the law firm representing the defendants **LIGHTSTONE DEVELOPMENT LTD.** and 1076255 B.C. LTD. in the purchase and sale of strata units in the Improvement.
- 4. The defendants **JOHN DOE 1 TO AND INCLUDING JOHN DOE 58** are persons whose identity is unknown to the plaintiff, are purchasers of strata units in the Improvement.
- 5. At all material times the Defendant LIGHTSTONE DEVELOPMENT LTD. ("Lightstone"):
  - (a) held itself out as the legal and beneficial owner of property formerly legally described as 031-145-884 LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453 (then converted to Airspace Plan EPP133834 and since stratified into individual strata units) in Kerrisdale, Vancouver, British Columbia (the "Lands) on which an Improvement, specifically a condominium project commonly called "Chloe" is or was constructed (the "Improvement") and
  - (b) advised that the Defendant 1076255 B.C. LTD., ("1076255") identified in the Land Title Office as the registered owner of the Lands, is a bare trustee holding the Lands in trust for Lightstone.

- 6. On or about 10 JUNE 2022, Lightstone on its own behalf as beneficial owner of the Lands and with the knowledge, consent and on behalf of the defendant 1076255 as owner and the Plaintiff as contractor entered into a contract for the construction of the Improvement on the Lands (the "Contract"). The terms of the Contract required Lightstone to make payment to the Plaintiff for work done under the Contract, in the amount set out in the Contract, as adjusted from time to time.
- 7. The terms of the Contract also provided that should Lightstone fail to pay the Plaintiff interest on the unpaid amount shall also be due, calculated at the rate of Royal Bank of Canada prime rate plus 6% per annum compounded monthly for the first 60 days and Royal Bank of Canada prime rate plus 10% per annum compounded monthly thereafter.
- 8. The Plaintiff performed its work under the Contract.
- 9. In breach of the terms of the Contract, the defendants failed to pay the plaintiff for work done, despite demand having been made.
- 10. There is due and owing to the plaintiff \$675,733.97 plus interest for work done.
- 11. Interest calculated to November 30, 2024 at the rates set out in the Contact is \$27,706.68 with a per diem rate of \$306.86 thereafter.
- 12. The defendants delivered cheques to the plaintiff for payment in the amounts of \$150,000 and \$262,205.40. Both cheques were returned NSF.
- 13. The defendants are now selling the strata units in the Improvement. The identify of the purchasers are not known to the plaintiff. The defendants John Doe 1 to John Doe 58 represent the purchasers, present and future, of each strata unit (commercial and residential) in the Improvement. (the "Purchasers")
- 14. Pursuant to the terms of their respective agreements for purchase and sale, and pursuant to the requirements of the Strata Property Act SBC s. 88 and regulations thereto, the Purchasers John Doe 1 to and including John Doe 58 and each of them have or will have retained 7% of their strata unit purchase price as Strata Purchaser Holdback under the Strata Property Act Regulations ("Stata Purchaser Holdbacks"), which Strata Purchaser Holdbacks are subject to a lien under the Builders Lien Act SBC.
- 15. Clark Wilson LLP is legal counsel for the defendants in respect of the strata unit closings. Clark Wilson LLP holds or will hold or will receive Strata Purchaser Holdbacks in respect of the purchase and sale of strata units by John Doe 1 to and including John Doe 58.
- 16. The plaintiff makes a claim of lien against all Strata Purchaser Holdbacks in respect of all sales of the strata units in the Improvement to John Doe 1 to and including John Doe 58 pursuant to the provisions of the Builders Lien Act. SBC and the Strata Property Act.

### Part 2. RELIEF SOUGHT.

# Against the defendants LIGHTSTONE DEVELOPMENT LTD. and 1076255 B.C. LTD.:

- 1. Judgment in debt in the amount of \$675,733.97 plus interest thereon at the contractual rate of the rate of Royal Bank of Canada prime rate plus 6% per annum compounded monthly for the first 60 days and Royal Bank of Canada prime rate plus 10% per annum compounded monthly thereafter.
- 2. Damages for breach of contract including legal costs incurred.

### Against all defendants:

- 3. a declaration that the plaintiff is entitled to a builders lien for the said amount of \$675,733.97 and costs against the Strata Purchaser Holdbacks retained by each defendant Purchaser John Doe 1 to any including John Doe 58 in the transaction of purchase and sale of their respective strata unit;
- 4. An order or declaration that the lien is a first charge lien or encumbrance thereon in preference and priority to all right, title and interest of any other person therein.
- 5. An order that in default of immediate payment of the said amount of \$675,733.97 and costs the Strata Purchaser Holdbacks charged by the said lien be paid to the plaintiff.
- 6. An order or declaration that Clark Wilson LLP and the Defendants John Doe 1 to and including John Doe 58 pay \$675,733.97 plus interest plus costs from the Strata Purchaser Holdbacks.
- 7. For the purposes aforesaid, an order that all proper directions be given, inquiries made, and accounts taken.

### Part 3. LEGAL BASIS

- 1. The plaintiff claims in debt owed pursuant to the terms of a contract, with interest claimed at rates set out in the contract.
- 2. The plaintiff claims for damages for breach of contract.
- 3. The plaintiff claims costs.
- 4. The plaintiff claims a lien against the Strata Purchaser Holdback maintained by purchasers (John Doe 1 to and including John Doe 58) under the Strata Property Act SBC and regulations thereto and the Builders Lien Act.

Plaintiff's address for service:

Marina Pratchett Law Corporation 1664 Woods Rd. Bowen Island BC V0N 1G@ 604 312 7001

Fax number address for service (if any): n/a

E-mail address for service (if any): if sent to both: marina@pratchettlaw.com and

marinapratchett@gmail.com

Place of trial: Vancouver

The address of the registry is: 800 Smithe Street, Vancouver, BC V6Z 2E1

Dated: 7 December 2024

Signature of Lawyer for Plaintiff

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

# **APPENDIX**

# Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Breach of contract and the duty to act honestly, in good faith and with fair dealing.

Part 2:	THIS CLAIM ARISES FROM THE FOLLOWING:
A perso	onal injury arising out of:
	a motor vehicle accident medical malpractice another cause
A dispu	ute concerning:
	contaminated sites construction defects real property (real estate) personal property the provision of goods or services or other general commercial matters investment losses the lending of money an employment relationship a will or other issues concerning the probate of an estate a matter not listed here
Part 3:	a class action maritime law aboriginal law constitutional law conflict of laws none of the above do not know

# Part 4:

The Solicitors for the Plaintiff are MARINA PRATCHETT LAW CORPORATION, whose office address and address for delivery is 1664 WOODS ROAD, BOWEN ISLAND BC V0N 1G2 Telephone: +1 604 312 7001 Facsimile: N/A. EMAIL: IF SENT TO BOTH: <a href="marina@pratchettlaw.com">marina@pratchettlaw.com</a> and <a href="marina@pratchettlaw.com">marinapratchett@gmail.com</a>

This is **Exhibit "W"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia



Land Title Act

Charge, Notation or Filing

NEW WESTMINSTER LAND TITLE OFFICE DEC 31 2024 15:10:28.001

CB1794125

1. Application

Deduct LTO Fees:Yes

Document Fees: \$81.27

Lawson Lundell LLP, Barristers and Solicitors 1600 - 925 West Georgia Street Vancouver BC V6C 3L2 604-685-3456 Attention: Louise McLeod / jk File #35115-146918

2. Description of Land

PID/Plan Number

**Legal Description** 

032-299-958

STRATA LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998

032-299-966

STRATA LOT 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998

3. Nature of Charge, Notation, or Filing

Type

Affected Number Ade

Additional Information

CERTIFICATE OF PENDING LITIGATION

4. Person Entitled to be Registered as Charge Owner

SHUN FENG INVESTMENT LTD.

C/O LAWSON LUNDELL LLP 1600 - 925 WEST GEORGIA STREET

VANCOUVER BC V6C 3L2

BC1175444

#### Electronic Signature

Your electronic signature is a representation that (a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and

Xue Zhang K19JVS Digitally signed by Xue Zhang K19JVS Date: 2024-12-31 14:51:07 -08:00

(b) if this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Status: Registered

### CERTIFICATE OF PENDING LITIGATION

LAND TITLE ACT [FORM 31 (Section 215(1))]

Nature of Interest: Charge:

CERTIFICATE OF PENDING LITIGATION

HEREWITH FEE OF:

S

LEGAL DESCRIPTION AND PARCEL IDENTIFIER NO.(S)

1. PID 032-299-958

Strata Lot 1 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998

2. PID 032-299-966

Strata Lot 2 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998

Address of person entitled to register this Certificate of Pending Litigation:

c/o 1600 - 925 West Georgia Street Vancouver, B.C. V6C 3L2

Full name, address, telephone number of person presenting application:

Lawson Lundell LLP Barristers and Solicitors 1600 - 925 West Georgia Street Vancouver, B.C. V6C 3L2

Attention: Louise McLeod/jk (604) 685-3456

Signature of Solicitor

RCVD: 2024-12-31 RQST: 2025-01492110.36.52



NO. Court File No. VLC-\$-\$-249073 VANCOUVER REGISTRY

### IN THE SUPREME COURT OF BRITISH COLUMBIA

SHUN FENG INVESTMENT LTD.

**PLAINTIFF** 

AND:

1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD.

**DEFENDANTS** 

### CERTIFICATE OF PENDING LITIGATION

I certify that in a proceeding commenced in this Court a claim is made for an estate or interest in land or a right of action in respect of land is given by an enactment other than the *Land Title Act*. The particulars are set out in the attached copy of the document by which claim is made.

Given under my hand and the seal of the Court at Vancouver, British Columbia this 30 day of December, 2024.

	Digitally signed by	
	Syabillah, Alissa	
Registrar		



NO. Court File No. VLC-S-S-249073 VANCOUVER REGISTRY

### IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SHUN FENG INVESTMENT LTD.

**PLAINTIFF** 

ΛND:

1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD.

**DEFENDANTS** 

### NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 in the above-named registry of this court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim on the Plaintiff.

If you intend to make a Counterclaim, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 and a Counterclaim in Form 3 in the above-noted registry of this court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim and Counterclaim on the Plaintiff and on any new parties named in the Counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the Response to Civil Claim within the time for Response to Civil Claim described below.

### Time for Response to Civil Claim

A Response to Civil Claim must be filed and served on the Plaintiff,

35115.146918.MBM.26591153.2

2

- (a) if you were served with the Notice of Civil Claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the Notice of Civil Claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the Notice of Civil Claim anywhere else, within 49 days after that service, or
- (d) if the time for Response to Civil Claim has been set by order of the court, within that time.

### Part 1: STATEMENT OF FACTS

- 2. The plaintiff, Shun Feng Investment Ltd. (the **Plaintiff**), is a company incorporated pursuant to the laws of British Columbia with an address for service in this proceeding of c/o 1600 925 West Georgia Street, Vancouver, British Columbia.
- 3. The defendant, 1076255 B.C. Ltd. (107 Ltd.), is a company incorporated pursuant to the laws of British Columbia with a registered and records office of 1530-1200 West 73<sup>rd</sup> Avenue, Vancouver, British Columbia.
- 4. The defendant, Lightstone Development Ltd. (**Lightstone**), is a company incorporated pursuant to the laws of British Columbia with a registered and records office of 1530-1200 West 73<sup>rd</sup> Avenue, Vancouver, British Columbia.
- 5. 107 Ltd. and Lightstone, as vendors (together, the **Vendors**), and the Plaintiff, as purchaser, entered into two written Contracts of Purchase and Sale dated June 20, 2023 (the **Contracts**) in respect of property described as Strata Lot 1A Unit No. 1A (**Unit 1A**) and Strata Lot 1B Unit No. 1B (**Unit 1B**, together the **Properties**) in the commercial strata development to be known as "Chloe Commercial" (the **Development**).
- 6. Unit 1A is legally described as:

PID 032-299-958, Strata Lot 1 District Lot 526 Group 1

New Westminster District Strata Plan EPS9998

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7. Unit 1B is legally described as:

PID 032-299-966, Strata Lot 2 District Lot 526 Group 1

New Westminster District Strata Plan EPS9998

8. The Development forms part of a larger mixed-use development constructed on lands located at 2096 West 47<sup>th</sup> Avenue, Vancouver, British Columbia, legally described as:

PID 031-145-884, Lot 1 Block 2 District Lot 526 Group 1

New Westminster District Plan EPP91453

(the Lands)

- 9. It was an express, or alternatively, an implied term of the Contracts that:
  - (i) The purchase price for Unit1A was \$1,528,500.00 and the purchase price for Unit1B was \$1,263,000.00, for a total purchase price of \$2,791,500.00 (the **Purchase Price**);
  - (ii) As title had not been raised at the time, the specific alphanumeric identifier for the Properties may be modified;
  - (iii) On receipt of the Purchase Price from the Plaintiff to the Vendors, the Plaintiff would receive the beneficial interest in the Properties; and
  - (iv) The Vendors would convey legal title to the Plaintiff after the Completion Date, as defined in the Contracts and as defined below.
- 10. On or about June 30, 2023, the Plaintiff paid to the Vendors the Purchase Price.
- 11. In exchange for the Plaintiff's payment of the Purchase Price to the Vendors, the Plaintiff received the beneficial interest in the Properties.
- 12. On or about August 7, 2024, title to the Properties was issued to 107 Ltd., which indicates that the Properties are Strata Lots 1 and 2, in Strata Plan EPS9998.

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- 13. In or about late 2024, the completion of the purchase and sale of the Property was to take place (the **Completion Date**).
- 14. In breach of the Contracts, the Vendors have failed to convey legal title to the Properties to the Plaintiff.
- 15. As a result of the Vendors' breach of the Contracts, the Plaintiff has suffered loss, damage and expense for which the Vendors are liable.

# Part 2: RELIEF SOUGHT

- 16. A declaration that the Plaintiff holds the beneficial interest in the Properties;
- 17. A declaration that the Vendors are jointly and severally liable to the Plaintiff;
- 18. Specific performance of the Contracts;
- 19. In the alternative, general damages against the Vendors for breach of the Contracts in lieu of specific performance;
- 20. In the further alternative, damages against the Vendors for breach of the Contracts;
- 21. A certificate of pending litigation against the Properties;
- 22. Interest pursuant to the Court Order Interest Λct, RSBC 1996, c. 79;
- 23. Costs;
- 24. Such further and other relief as this Honourable Court may deem just.

# Part 3: LEGAL BASIS

- 25. On payment of the Purchase Price from the Plaintiff to the Vendors, the Plaintiff received beneficial ownership of the Properties.
- 26. The Contracts are binding agreements between the Plaintiff and the Vendors and are enforceable in accordance with their terms.

5

- 27. The Vendors breached the Contracts by failing to convey legal title to the Properties to the Plaintiff within the time period contemplated by the Contracts.
- 28. The Properties have unique and special characteristics such that an alternative property would not be a suitable substitute, and specific performance of the Contracts is warranted.
- 29. The Plaintiff has and continues to suffer damage, loss and expense as a result of the breach of the Contracts by the Vendors.

Plaintiff's address for service is c/o the law firm of Lawson Lundell LLP, whose place of business and address for service is 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2 (Attention: Michael B. Morgan).

Fax number address for service is: (604) 669-1620.

E-mail address for service is: mmorgan@lawsonlundell.com/ldmcleod@lawsonlundell.com

Place of Trial: Vancouver, British Columbia

The address of the Registry is: 800 Smithe Street, Vancouver,

British Columbia V6Z 2E1

Dated at the City of Vancouver, in the Province of British Columbia, this 30<sup>th</sup> day of December, 2024.

Lawson Lundell LLP Solicitors for the Plaintiff,

This Notice of Civil Claim is filed by Michael B. Morgan/Louise McLeod, of the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 925 West Georgia Street, Vancouver, British Columbia V6C 3L2.

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

Status: Registered

6

- (a) prepare a list of documents in Form 22 that lists
  - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

# **APPENDIX**

The following information is provided for data collection purposes only and is of no legal effect.

# Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Breach of purchase and sale contracts of real property.

Part 2:	THIS CLAIM ARISES FROM THE FOLLOWING:		
A personal injury arising out of:			
	a motor vehicle accident		
	medical malpractice		
	another cause		
A dispute	concerning:		
	contaminated sites		
	construction defects		
$\boxtimes$	real property (real estate)		
	personal property		
	the provision of goods or services or other general commercial matters		
	investment losses		
	the lending of money		
	an employment relationship		
	a will or other issues concerning the probate of an estate		
	a matter not listed here		
Part 3:	THIS CLAIM INVOLVES:		
	a class action		
	maritime law		
	aboriginal law		
	constitutional law		
	conflict of laws		
$\boxtimes$	none of the above		
	do not know		
PART 4:			

35115.146918.MBM.26591153.2

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SHUN

INVESTMENT LTD.

PLAINTIFF

**DEFENDANTS** 

DEVELOPMENT 1076255 B.C. LTD., LIGHTSTONE

LTD., and

NOTICE OF CIVIL CLAIM

925 West Georgia Street Vancouver, British Columbia V6C 3L2 Barristers & Solicitors 1600 Cathedral Place

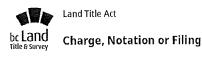
Phone: (604) 685-3456 Attention: Michael B. Morgan/ rgc

35115.146918.MBM.26591153.2

This is **Exhibit "X"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia



NEW WESTMINSTER LAND TITLE OFFICE FEB 03 2025 09:43:07.001

CB1851253

1. Application Deduct LTO Fees:Yes

Document Fees: \$81.27

The Cao Law Corporation #1-4180 Dunbar Steet VANCOUVER BC V6S2E7 6045580688

Description of Land	
PID/Plan Number	Legal Description
002-915-341	LOT 10 OF LOT 3 BLOCK 3 DISTRICT LOT 526 PLAN 5279
032-299-745	STRATA LOT 27 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-907	STRATA LOT 43 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-842	STRATA LOT 37 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-508	STRATA LOT 3 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-524	STRATA LOT 5 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-532	STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-541	STRATA LOT 7 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-559	STRATA LOT 8 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-567	STRATA LOT 9 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-575	STRATA LOT 10 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-605	STRATA LOT 13 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-621	STRATA LOT 15 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-648	STRATA LOT 17 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-656	STRATA LOT 18 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-664	STRATA LOT 19 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-672	STRATA LOT 20 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-729	STRATA LOT 25 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-737	STRATA LOT 26 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-761	STRATA LOT 29 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-800	STRATA LOT 33 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-818	STRATA LOT 34 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-851	STRATA LOT 38 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-869	STRATA LOT 39 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
032-299-931	STRATA LOT 46 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

3. Nature of Charge, Notation, or Filing

Type Affected Number Additional Information

CERTIFICATE OF PENDING LITIGATION

4. Person Entitled to be Registered as Charge Owner

**LIWEI SUN**C/O 1-4180 DUNBAR STREET
VANCOUVER BC V6S2E7

BUSINESSPERSON

Form 17 to Copyright 2025, Land Title and Survey Authority of BC. All rights reserved.

2025 01 31 11:40:41.554

1 of 2 Pages

Doc #: CB1851253 RCVD: 2025-02-03 RQST: 2025-02**502**09.59.24

Status: Registered



Land Title Act

# Charge, Notation or Filing

12503343 B.C. LTD.

1250334

C/O 1-4180 DUNBAR STREET VANCOUVER BC V6S2E7

# **AS JOINT TENANTS**

# **Electronic Signature**

Your electronic signature is a representation that (a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filling direction made under section 168.22(2) of the act, and

Junzhong Cao 3R19DD Digitally signed by Junzhong Cao 3R19DD Date: 2025-01-31 12:10:42 -08:00

(b) If this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filling direction, is in your possession.

# Form 31 (section 215(1))

NATURE OF INTEREST: CHARGE: CERTIFICATE OF PENDING LITIGATION

# HEREWITH FEE OF: \$

# LEGAL DESCRIPTION AND PARCEL IDENTIFIER NO.(S):

- PID: 002-915-341 LOT 10 OF LOT 3 BLOCK 3 DISTRICT LOT 526 PLAN 5279
- PID: 032-299-745 STRATA LOT 27 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
- PID: 032-299-907 STRATA LOT 43 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
- PID: 032-299-842 STRATA LOT 37 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
- PID: 032-299-508 STRATA LOT 3 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
- PID: 032-299-524 STRATA LOT 5 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
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- PID: 032-299-621 STRATA LOT 15 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
- PID: 032-299-648 STRATA LOT 17 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
- PID: 032-299-656 STRATA LOT 18 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLÂN EPS9999
- PID: 032-299-664 STRATA LOT 19 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
- PID: 032-299-672 STRATA LOT 20 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
- PID: 032-299-729 STRATA LOT 25 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
- PID: 032-299-737 STRATA LOT 26 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
- PID: 032-299-761 STRATA LOT 29 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999
- PID: 032-299-800 STRATA LOT 33 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EP89999
- PID: 032-299-818STRATA LOT 34 DISTRICT LOT 526 GROUP 1 NEW

WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-851 STRATA LOT 38 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-869 STRATA LOT 39 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-931 STRATA LOT 46 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

Address of person entitled to register this certificate of pending litigation: c/o 1-4180 Dunbar Street, Vancouver, B.C., V6S 2E7

Full name, address, telephone number of person presenting application: Junzhong Cao, Barrister & Solicitor,

1-4180 Dunbar Street, Vancouver, B.C., V6S 2E7 Tel: (604)558-0688

SUPREME COURT OF BRITISH COLUMBIA VANCOUVER REGISTRY

JAN 3 1 2025

Signature of Junzhong Cao

Solicitor for Liwei Sun and 1250334 B.C. Ltd.

5-250794

No. Vancouver Registry

Between

Liwei Sun, 1250334 B.C. Ltd.

Plaintiffs

And

1082463 B.C. Ltd., 1076255 B.C. Ltd., Lightstone Development Ltd. and Xiao Song Zheng

Defendants

# CERTIFICATE OF PENDING LITIGATION

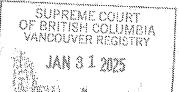
Registrar

I CERTIFY that in a proceeding commenced in this Court a claim is made for an estate or interest in land or a right of action in respect of land is given by an enactment other than the Land Title Act. The particulars are set out in the attached copy of the document by which claim is made. Given under my hand and the seal of the court at Vancouver, British Columbia, this 3 day of January, 2025.

WE EEDING

DEPOSTS DESIGNATION





No. SZ250794

Vancouver Registry

In the Supreme Court of British Columbia

BETWEEN:

LIWEI SUN 1250334 B.C. LTD.

**Plaintiffs** 

AND:

1082463 B.C. LTD. 1076255 B.C. LTD. LIGHTSTONE DEVELOPMENT LTD. XIAO SONG ZHENG

Defendants

# NOTICE OF CIVIL CLAIM

# This action has been started by the plaintiffs for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must:

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiffs.

If you intend to make a counterclaim, you or your lawyer must:

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

# Time for response to civil claim

A response to civil claim must be filed and served on the plaintiffs:

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

# CLAIM OF THE PLAINTIFFS

# Part 1: STATEMENT OF FACTS

# A. The Parties

- 1. The plaintiff Liwei Sun ("Sun") is a businesswoman whose address for service in this action is at The Cao Law Corporation, 1-4180 Dunbar Street, Vancouver, BC V6S 2E7.
- The plaintiff 1250334 B.C. Ltd. ("334") is a company duly incorporated under the law of British Columbia having address for service in this action at The Cao Law Corporation, 1-4180 Dunbar Street, Vancouver, BC V6S 2E7. Sun and her husband are the only shareholders and only directors of 334.
- The defendant 1082463 B.C. Ltd. ("463") is a company duly incorporated under the law of British Columbia having registered office at 1530 - 1200 West 73<sup>rd</sup> Avenue, Vancouver, British Columbia V6P 6G5.
- 4. The defendant 1076255 B.C. Ltd. ("255") is a company duly incorporated under the law of British Columbia having registered office at 1530 1200 West 73<sup>rd</sup> Avenue, Vancouver, British Columbia V6P 6G5.
- The defendant Lightstone Development Ltd. ("Lightstone") is a company duly incorporated under the law of British Columbia having registered office at 1530 – 1200 West 73<sup>rd</sup> Avenue, Vancouver, British Columbia V6P 6G5.
- The defendant Xiao Song Zheng ("Zheng") is a businesswoman who resides at 6261 Adera Street, Vancouver, British Columbia V6M 3J5.
- Zheng is one of the two joint owners of the property located at 6261 Adera Street, Vancouver, British Columbia, V6M 3J5, legally described as:

PID: 002-915-341 LOT 10 OF LOT 3 BLOCK 3 DISTRICT LOT 526 PLAN 5279 (the "Zheng Property") 8. 255 is the registered owner of the Unit 309, 405 and 411, 2096 West 47th Avenue, Vancouver, British Columbia, legally described as:

PID: 032-299-745

STRATA LOT 27 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 ("Unit 309" or "Lot 27")

PID: 032-299-907

STRATA LOT 43 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 ("Unit 405" or "Lot 43")

PID: 032-299-842

STRATA LOT 37 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 ("Unit 411" or "Lot 37")

9. 255 is the registered owner of the following properties:

PID: 032-299-508

STRATA LOT 3 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-524

STRATA LOT 5 DISTRICT LOT 526 GROUP I NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-532

STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999.

PID: 032-299-541

STRATA LOT 7 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-559

STRATA LOT 8 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-567

STRATA LOT 9 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-575

STRATA LOT 10 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-605

STRATA LOT 13 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-621

STRATA LOT 15 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-648

STRATA LOT 17 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-656

STRATA LOT 18 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-664

STRATA LOT 19 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-672

STRATA LOT 20 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-729

STRATA LOT 25 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-737

STRATA LOT 26 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-761

STRATA LOT 29 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-800

STRATA LOT 33 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-818

STRATA LOT 34 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-851

STRATA LOT 38 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-869

STRATA LOT 39 DISTRICT LOT 526 GROUP I NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

PID: 032-299-931 STRATA LOT 46 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999

(the "Unsold Properties")

- B. Purchaser Agreement between 334 as purchaser (lender) and 463, 255, Lightstone as vendor (borrower) and Zheng as guarantor
- In 2020, Zheng approached Sun for borrowing funds from Sun for Zheng's development project located at 2096 West 47th Avenue, Vancouver, BC (the "Chole Project"). Unit 309, Unit 405, Unit 411 and the Unsold Properties are units of the Chole Project.
- 11. By an agreement in writing made on or about May 27, 2020 between 334 as lender (the "Purchaser") and 463, 255 and Lightstone as borrowers (the "Vendors"), and Zheng as guarantor (the "Agreement"), 334 agreed lend to 463, 255 and Lightstone \$3,000,000.00 (the "Principal").
- 12. The Agreement provides, inter alia,
  - a. that Purchaser pays \$3,000,000.00 as the total purchase price to buy from the Vendors Unit 309, Unit 405 and Unit 411 (together referred to as the "Purchased Units"), 2096 West 47th Avenue, Vancouver, British Columbia;
  - b. if the Vendors cannot transfer the three units to the Purchaser on or before June 30, 2020, the Vendors shall refund to the Purchaser the Principal together with interest calculated at the interest rate of 8% per year, compounded yearly within 3 months from the date the Purchaser so requested. If the Vendors do not refund the Purchaser within 3 months, the Vendors shall pay as late payment fees at the daily rate 0.4% of the Principal.
  - c. if the Vendors fail to transfer the Purchased Units, the Purchaser has the option to cancel the contract of purchase and sale of the units and the Vendors shall repay the Principal together with annual interest of 8%, compounded annually.
  - d. the Purchaser can opt to cancel the contract of purchase and sale of the three units by January 1, 2023.
  - e. the Purchaser and the Vendors will sign Contract of Purchase and Sale when the Vendors
    are allowed to do so.
- The Purchaser advanced to the Vendors \$3,000,000.00 pursuant to the Agreement.
- On June 11, 2021, the Purchaser and the Vendors agreed for Unit 405 to be assigned to Sun.
- 15. On June 11, 2021, agreed by the parties to the Agreement, Sun as purchaser, and 255 and Lightstone as vendor signed agreement for Sun to purchase Unit 405. And 334 as purchaser, and 255 and Lightstone as vendor signed agreement for 334 to purchase Unit 309 and Unit 411.

- C. Loan Agreement Between Sun and Zheng
- Sun had lent to Zheng \$250,000.00 (the "Second Advance") and they executed a supplementary agreement (the "Supplementary Agreement") on January 19, 2024 confirming that Zheng shall repay by May 31, 2024 the principal \$250,000.00 together with interest calculated at annual rate of 10% compounded monthly.
- 17. The Supplementary Agreement provides that Zheng shall pay 0.1% of the Second Advance as late payment fees commencing June 2, 2024 until the Second Advance is paid out.
- 18. The Second Advance and interest after June 2, 2024 were not paid to Sun.
  - D. Encumbrances on Unit 405 and Unit 411
- Without consent or knowledge of the Purchaser, on November 15, 2024 an option to purchase, a mortgage and an assignment of rents were registered against the title of Unit 405 and Unit 411.
  - E. The Plaintiffs' interest in the Unsold Properties and the Zheng Property
- The plaintiff 334 is the beneficial owner of Unit 309 and Unit 411 and the plaintiff Sun is the beneficial owner of Unit 405.
- The defendants used the funds from mortgaging Unit 405 and Unit 411 for preservation, maintenance or improvement of the Unsold Properties and the Zheng Property.
- 22. Without consent of the beneficial owners, the defendants wrongly caused option to purchase and mortgage being registered against the plaintiffs' property. The use of mortgage funds from Unit 405 and 411 to the Unsold Properties and the Zheng Property is fraudulent conveyance.
- 23. There is a constructive trust in favor of the plaintiff over the Unsold Properties and the Zheng Property.

# Part 2: RELIEF SOUGHT

- 1. The plaintiffs claim against the defendants as follows:
  - (a) an order that Zheng pay back the Second Advance together with agreed interest and late payment fees to Sun;
  - (b) Specific performance of the Purchase Contract regarding Unit 309, Unit 405 and Unit 411 dated June 11, 2021 and damages;
  - (c) in the alternative, damages in lieu of specific performance;
  - (d) in the further alternative, damages for breach of contract;

- (e) if applicable, interest pursuant to the Court Order Interest Act, R.S.B.C. 1996,
   c. 79;
- (f) a certificate of pending litigation against title to the Unit 309, Unit 405, Unit 411, the Unsold Properties and the Zheng Property;
- (f) costs; and
- (g) such further and other relief as this Honourable Court may order.

# Part 3: LEGAL BASIS

- 1. Zheng agreed to repay Sun the Second Advancement, interest and late payment fees.
- 2. The Defendants agreed to sell Unit 309, Unit 405 and Unit 411 to the plaintiffs and the plaintiffs have paid full purchase price to the defendants. Unit 309, Unit 405, and Unit 411 have unique and special characteristics such that alternative property that lacked those features would not be a suitable substitute. As a result, the plaintiffs are entitled to specific performance of the Purchase Contract for the sale of the Lands and damages or, alternatively, damages in lieu of specific performance.
- 3. Unbeknown to the plaintiffs, the defendants wrongfully caused option to purchase, mortgage and assignment of rents be registered against Unit 405 and Unit 411, which have been paid in full and which are beneficially owned by the plaintiffs.
- 4. The defendants used the funds from the plaintiffs' property Unit 405 and Unit 411 to preserve and/or maintain the Unsold Properties and the Zheng Property.
- 5. The defendants' use of the funds from the plaintiffs' property is a fraudulent conveyance within the meaning of the Fraudulent Conveyance Act, R.S.B.C. 1996, c.63.
- 6. The defendant 225 holds the Unsold Properties in trust for 334 and Sun.
- 7. Zheng holds the Zheng Property in trust for 334 and Sun.
- 8. The plaintiffs' interest in Unit 405 and Unit 411 can be traced to the Unsold Property and/or the Zheng Property.
- The defendants are unjustly enriched by receiving property from the plaintiffs, causing the plaintiffs a corresponding loss, without juristic reason for such enrichment.

Plaintiffs' address for service:

The Cao Law Corporation 1-4180 Dunbar Street Vancouver, BC, V6S 2E7

Fax number address for service (if any): [fax number]

Email address for service (if any): [email address]

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

Dated: January 31, 2025

Signature of

[ ] plaintiff

[x] lawyer for phintiff(s)

Junzhong Cao

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

# APPENDIX

[The following information is provided for data collection purposes only and is of no legal effect.]

# Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The plaintiffs' claim is against the defendants for specific performance of a contract for the sale of land and for damages.

# Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

[Put an "x" in one box below for the case type that best describes this case.]

A personal injury arising out of:

Ĩ.	]	a motor vehicle accident
-	]	medical malpractice
Γ	1	another cause

A dispute concerning:			
	[]	contaminated sites	
	[]	construction defects	
	[x]	real property (real estate)	
	[]	personal property	
		the provision of goods or services or other general commercial matters	
	[]	investment losses	
	[]	the lending of money	
	[]	an employment relationship	
	[]	a will or other issues concerning the probate of an estate	
	[]	a matter not listed here	
Part 3	: THIS C	LAIM INVOLVES:	
[Put an "x" in all boxes below that apply to this case.]			
	[]	a class action	
	[]	maritime law	
	[ ]	Aboriginal law	
	[]	constitutional law	
	[]	conflict of law	
	[x]	none of the above	
		do not know	
Part 4:			

The Court Order Interest Act, R.S.B.C. 1996, c. 79.

Page 13 of 13

This is **Exhibit "Y"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia



DLA Piper (Canada) LLP 1133 Melville St, Suite 2700 Vancouver BC V6E 4E5 www.dlapiper.com

Arad Mojtahedi arad.mojtahedi@dlapiper.com T +1 604.443.2623 F 604.687.1612

January 16, 2025

FILE NUMBER:

117142-00002

# DELIVERED BY COURIER DELIVERED BY REGISTERED MAIL

1076255 B.C. Ltd. 1530 - 1200 West 73rd Ave Vancouver, BC V6P 6G5 Lightstone Development Ltd. 1530 - 1200 West 73rd Ave Vancouver, BC V6P 6G5

Attention: Ms. Xiao Song Zheng

Dear Madam/Sir:

Re: Demand - Commitment Letter dated October 5, 2022, as amended on January 1, 2023 and April 19, 2023 (the "Commitment Letter") and a General Security Agreement dated October 19, 2022 (the "GSA") between 1076255 B.C. Ltd. ("107") and Lightstone Development Ltd. ("Lightstone", together with 107, the "Borrowers"), as borrowers, and Peterson Investment Group Inc. (the "Lender"), as lender; Mortgage and Assignment of Rents dated October 19, 2022, registered in the New Westminster Land Title Office on October 20, 2022, under registration numbers CB293126 and CB293127 (the "Mortgage", and collectively with the Commitment Letter and the GSA, the "Agreements") charging the land identified as PID: 031-145-884, Lot 1, Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "Land"), as amended, restated, renewed extended, modified, supplemented or otherwise replaced.

We are the lawyers for the Lender and we refer to the above-referenced Agreements. Capitalized terms not herein defined have the meaning ascribed to them in the Commitment Letter.

The Borrowers have committed various Events of Default pursuant to the Commitment Letter, including, without limitation:

- A material change which adversely affects the financial status of the Borrowers has occurred;
- Various subsequent encumbrances, liens or charges, save and except for those permitted in writing by the Lender, are registered against title to the Land;
- There is a default by the Borrowers of any prior encumbrance approved by the Lender and registered against title to the Land;
- There is a default by the Borrowers under the Approved First Mortgage Commitment Letter, the DPI Contract or any security provided in connection with the foregoing;



Page 2 of 2

 There is a failure on the part of the Borrower or Guarantors to fund any costs and expenses not being funded by the Approved First Mortgage lender, except to the extent such amounts are approved by the Lender to be funded under the Loan.

Pursuant to the terms of the Agreements, the Lender hereby declares all amounts owing by the Borrowers under the Agreements to be immediately due and owing. As of January 15, 2025, the Borrowers are indebted to the Lender in the amount of \$19,112,450.27 with interest accruing at a per diem rate of \$6,569.99 until January 31, 2025, plus costs (legal or otherwise) of enforcing the Agreements.

On behalf of the Lender, we hereby make demand for full payment, plus legal fees to date.

Please deliver a certified cheque or bank draft payable to DLA Piper (Canada) LLP, in trust, in the amount of \$19,112,450.27 and applicable daily interest payable, up to and including the date of payment, and the estimated legal fees, to our office by no later than 4:00 p.m. on or before January 27, 2025. If you fail to do so, we are instructed to commence legal proceedings without further notice, and such proceedings may include enforcement of any security interest in the Agreements

Prior to making payment, please ensure you contact Ms. Yang at 604.443.2628 or dannis.yang@ca.dlapiper.com to confirm the total indebtedness on the date the payment is made.

We enclose a Notice of Intention to Enforce Security for service upon 1076255 B.C. Ltd., Lightstone Development Ltd., 1082463 B.C. Ltd., 1218548 B.C. Ltd. and Gold Coast Industries Ltd. pursuant to section 244 of the *Bankruptcy and Insolvency Act*.

Notwithstanding the attached notice, we reserve the Lender's right to take steps to enforce any security interest prior to the expiration of the notice period referred to therein in the event that it becomes apparent to the Lender that its security is in jeopardy.

Sincerely,

DLA Piper (Canada) LLP

Per

Arad Mojtahedi

AM7806:day Enclosure

CAN: 55499121.2



DLA Piper (Canada) LLP 1133 Melville St, Suite 2700 Vancouver BC V6E 4E5 www.dlapiper.com

Arad Mojtahedi arad.mojtahedi@dlapiper.com T +1 604.443.2623 F 604.687.1612

January 16, 2025

FILE NUMBER:

099999-90110

# DELIVERED BY COURIER DELIVERED BY REGISTERED MAIL

1082463 B.C. Ltd. 1530 - 1200 West 73rd Ave Vancouver, BC V6P 6G5

1218548 B.C. Ltd. 1530 - 1200 West 73rd Ave Vancouver, BC V6P 6G5

Gold Coast Industries Ltd. 2900 - 733 Seymour Street PO Box 1 Vancouver, BC V6B 0S6 Xiao Song Zheng 6261 Adera Street Vancouver, BC V6M 3J5

Xiao Li 6261 Adera Street Vancouver, BC V6M 3J5

Ying Zheng Yu 1988 Western Parkway Vancouver BC V6T1V5

# Dear Sir/Madam:

Re:

Demand - Guarantee dated October 19, 2022 and Unlimited Guarantee dated October 19, 2022 (together, the "Guarantee"), for all amounts owing to Peterson Investment Group Inc. (the "Lender") by 1046255 B.C. Ltd. and Lightstone Development Ltd. (collectively, the "Borrowers") as amended, restated, renewed extended, modified, supplemented or otherwise replaced

We are the lawyers for the Lender and we refer to the above referenced Guarantee.

We enclose a copy of our recent correspondence to the Borrowers demanding payment in full of all amounts owing to the Lender. On behalf of the Lender we hereby make demand upon you for payment pursuant to the Guarantee for the full amount of \$19,112,450.27 with interest accruing at a per diem rate of \$6,569.99 from January 15, 2025, plus legal fees to date.

Please be advised that if the full amount demanded, together with interest to the date of payment and legal fees, is not received by our office by 4:00 p.m. on or before January 27, 2025, by certified cheque or bank draft payable to DLA Piper (Canada) LLP, in trust, we are instructed to



Page 2 of 2

immediately commence legal proceedings against you and the Borrowers without further notice.

Sincerely, DLA Piper (Canada) LLP

Per:

Arad Mojtahedi

AM7806:day Enclosures

CAN: 55499438.2

This is **Exhibit "Z"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

Form 86 - Rule 124

TO:

Gold Coast Industries Ltd. 2900 - 733 Seymour Street PO Box 1 Vancouver, BC V6B 0S6

# TAKE NOTICE that:

- 1. Peterson Investment Group Inc. (the "Secured Creditor") intends to enforce its security on the following property of Gold Coast Industries Ltd. (the "Debtor"):
  - (a) all of the Debtor's present and after-acquired personal property as it relates to the property located at 2069 West 47<sup>th</sup> Avenue, Vancouver, BC, PID: 031-145-884, Lot 1, Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (as may be consolidated, developed, subdivided and/or stratified from time to time, the "Land").
- 2. The security that is to be enforced is in the form of the following agreements:
  - (a) a Commitment Letter for Mezzanine Financing Proposal dated October 5, 2022 made between 1076255 B.C. Ltd. and Lightstone Development Ltd., as borrowers, 1082463 B.C. Ltd., 1218548 B.C. Ltd., Gold Coast Industries Ltd., Xiao Song Zheng, Xiao Li and Ying Zheng Yu, as guarantors, and the Secured Creditor, as lender, as amended on January 1, 2023 and re-amended on April 19, 2023;
  - (b) a General Security Agreement dated October 19, 2022, made between 1076255 B.C. Ltd., Lightstone Development Ltd., 1082463 B.C. Ltd., 1218548 B.C. Ltd., Gold Coast Industries Ltd., as debtors, and the Secured Creditor, as the secured party, perfected by registration under the British Columbia *Personal Property Security Act* under base registration No. 150496P;

(collectively, the "Agreements").

- 3. The total amount of indebtedness secured by the security as of January 15, 2025 amounts to \$19,112,450.27, together with interest accruing from that date as defined under the Agreements, plus costs (legal or otherwise) of enforcing the Agreements.
- 4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

**DATED** at Vancouver, British Columbia, this 16th day of January 2025.

Peterson Investment Group Inc.

Per:

Form 86 - Rule 124

TO:

1218548 B.C. Ltd. 1530 - 1200 West 73rd Ave Vancouver, BC V6P 6G5

# TAKE NOTICE that:

- 1. Peterson Investment Group Inc. (the "Secured Creditor") intends to enforce its security on the following property of 1218548 B.C. Ltd. (the "Debtor"):
  - (a) all of the Debtor's present and after-acquired personal property as it relates to the property located at 2069 West 47<sup>th</sup> Avenue, Vancouver, BC, PID: 031-145-884, Lot 1, Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (as may be consolidated, developed, subdivided and/or stratified from time to time, the "Land").
- 2. The security that is to be enforced is in the form of the following agreements:
  - a Commitment Letter for Mezzanine Financing Proposal dated October 5, 2022 made between 1076255 B.C. Ltd. and Lightstone Development Ltd., as borrowers, 1082463 B.C. Ltd., 1218548 B.C. Ltd., Gold Coast Industries Ltd., Xiao Song Zheng, Xiao Li and Ying Zheng Yu, as guarantors, and the Secured Creditor, as lender, as amended on January 1, 2023 and re-amended on April 19, 2023;
  - (b) a General Security Agreement dated October 19, 2022, made between 1076255 B.C. Ltd., Lightstone Development Ltd., 1082463 B.C. Ltd., 1218548 B.C. Ltd., Gold Coast Industries Ltd., as debtors, and the Secured Creditor, as the secured party, perfected by registration under the British Columbia *Personal Property Security Act* under base registration No. 150496P:

(collectively, the "Agreements").

- 3. The total amount of indebtedness secured by the security as of January 15, 2025 amounts to \$19,112,450.27, together with interest accruing from that date as defined under the Agreements, plus costs (legal or otherwise) of enforcing the Agreements.
- 4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Vancouver, British Columbia, this 16th day of January 2025.

Peterson Investment Group Inc.

Per:

# Form 86 - Rule 124

TO:

1082463 B.C. Ltd. 1530 - 1200 West 73rd Ave Vancouver, BC V6P 6G5

# TAKE NOTICE that:

- 1. Peterson Investment Group Inc. (the "Secured Creditor") intends to enforce its security on the following property of 1082463 B.C. Ltd. (the "Debtor"):
  - (a) all of the Debtor's present and after-acquired personal property as it relates to the property located at 2069 West 47<sup>th</sup> Avenue, Vancouver, BC, PID: 031-145-884, Lot 1, Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (as may be consolidated, developed, subdivided and/or stratified from time to time, the "Land").
- 2. The security that is to be enforced is in the form of the following agreements:
  - (a) a Commitment Letter for Mezzanine Financing Proposal dated October 5, 2022 made between 1076255 B.C. Ltd. and Lightstone Development Ltd., as borrowers, 1082463 B.C. Ltd., 1218548 B.C. Ltd., Gold Coast Industries Ltd., Xiao Song Zheng, Xiao Li and Ying Zheng Yu, as guarantors, and the Secured Creditor, as lender, as amended on January 1, 2023 and re-amended on April 19, 2023;
  - (b) a General Security Agreement dated October 19, 2022, made between 1076255 B.C. Ltd., Lightstone Development Ltd., 1082463 B.C. Ltd., 1218548 B.C. Ltd., Gold Coast Industries Ltd., as debtors, and the Secured Creditor, as the secured party, perfected by registration under the British Columbia Personal Property Security Act under base registration No. 150496P;

(collectively, the "Agreements").

- 3. The total amount of indebtedness secured by the security as of January 15, 2025 amounts to \$19,112,450.27, together with interest accruing from that date as defined under the Agreements, plus costs (legal or otherwise) of enforcing the Agreements.
- 4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

**DATED** at Vancouver, British Columbia, this 16th day of January 2025.

Peterson Investment Group Inc.

Per:

# Form 86 - Rule 124

TO:

Lightstone Development Ltd. 1530 - 1200 West 73rd Ave Vancouver, BC V6P 6G5

# TAKE NOTICE that:

- 1. Peterson Investment Group Inc. (the "Secured Creditor") intends to enforce its security on the following property of Lightstone Development Ltd. (the "Debtor"):
  - (a) 2069 West 47<sup>th</sup> Avenue, Vancouver, BC, PID: 031-145-884, Lot 1, Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (as may be consolidated, developed, subdivided and/or stratified from time to time, the "Land");
  - (b) all of the Debtor's present and after-acquired personal property as it relates to the Land.
- 2. The security that is to be enforced is in the form of the following agreements:
  - (a) a Commitment Letter for Mezzanine Financing Proposal dated October 5, 2022 made between 1076255 B.C. Ltd. and the Debtor, as borrowers, 1082463 B.C. Ltd., 1218548 B.C. Ltd., Gold Coast Industries Ltd., Xiao Song Zheng, Xiao Li and Ying Zheng Yu, as guarantors, and the Secured Creditor, as lender, as amended on January 1, 2023 and reamended on April 19, 2023;
  - (b) a General Security Agreement dated October 19, 2022, made between 1076255 B.C. Ltd., the Debtor, 1082463 B.C. Ltd., 1218548 B.C. Ltd., Gold Coast Industries Ltd., as debtors, and the Secured Creditor, as the secured party, perfected by registration under the British Columbia *Personal Property Security Act* under base registration No. 150496P;
  - (c) a Mortgage and Assignment of Rents of the Land dated October 19, 2022, which was registered in the New Westminster Land Title Office on October 20, 2022, under registration numbers CB293126 and CB293127;

(collectively, the "Agreements").

- 3. The total amount of indebtedness secured by the security as of January 15, 2025 amounts to \$19,112,450.27, together with interest accruing from that date as defined under the Agreements, plus costs (legal or otherwise) of enforcing the Agreements.
- 4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Vancouver, British Columbia, this 16th day of January 2025.

Peterson Investment Group Inc.

Per:

# Form 86 - Rule 124

# TO:

1076255 B.C. Ltd. 1530 - 1200 West 73rd Ave Vancouver, BC V6P 6G5 Attention: Ms. Xiao Song Zheng

#### TAKE NOTICE that:

- 1. Peterson Investment Group Inc. (the "**Secured Creditor**") intends to enforce its security on the following property of 1076255 B.C. Ltd. (the "**Debtor**"):
  - (a) 2069 West 47<sup>th</sup> Avenue, Vancouver, BC, PID: 031-145-884, Lot 1, Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (as may be consolidated, developed, subdivided and/or stratified from time to time, the "Land");
  - (b) all of the Debtor's present and after-acquired personal property as it relates to the Land.
- 2. The security that is to be enforced is in the form of the following agreements:
  - (a) a Commitment Letter for Mezzanine Financing Proposal dated October 5, 2022 made between the Debtor and Lightstone Development Ltd., as borrowers, 1082463 B.C. Ltd., 1218548 B.C. Ltd., Gold Coast Industries Ltd., Xiao Song Zheng, Xiao Li and Ying Zheng Yu, as guarantors, and the Secured Creditor, as lender, as amended on January 1, 2023 and re-amended on April 19, 2023;
  - (b) a General Security Agreement dated October 19, 2022, made between the Debtor, Lightstone Development Ltd., 1082463 B.C. Ltd., 1218548 B.C. Ltd., Gold Coast Industries Ltd., as debtors, and the Secured Creditor, as the secured party, perfected by registration under the British Columbia *Personal Property Security Act* under base registration No. 150496P:
  - (c) a Mortgage and Assignment of Rents of the Land dated October 19, 2022, which was registered in the New Westminster Land Title Office on October 20, 2022, under registration numbers CB293126 and CB293127;

(collectively, the "Agreements").

- 3. The total amount of indebtedness secured by the security as of January 15, 2025 amounts to \$19,112,450.27, together with interest accruing from that date as defined under the Agreements, plus costs (legal or otherwise) of enforcing the Agreements.
- 4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

[signature page follows]

DATED at Vancouver, British Columbia, this 16th day of January 2025.

Peterson Investment Group Inc.

Per:

This is **Exhibit "AA"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia



Blake, Cassels & Graydon LLP Barristers & Solicitors Patent & Trademark Agents 1133 Melville Street Suite 3500, The Stack Vancouver, B.C. V6E 4E5 Canada Tel: 604-631-3300 Fax: 604-631-3309

Peter Rubin\*

Dir: 604-631-3315 peter.rubin@blakes.com \*Law Corporation

Reference: 30237/409

January 24, 2025

VIA COURIER

**1076255 B.C. Ltd.** 1530 – 1200 West 73rd Avenue Vancouver, BC V6P 6G5

**1082463 B.C. Ltd.** 1530 – 1200 West 73rd Avenue Vancouver, BC V6P 6G5

Gold Coast Industries Ltd. 2900 – 733 Seymour Street P.O. Box 1 Vancouver, BC V6M 3V6

Xiao Li 101 – 6386 East Boulevard Vancouver, BC V6M 3V6 and 6261 Adera Street, Vancouver, BC V6M 3J5

Matchpoint Developments 200 – 511 West Blvd. Vancouver, BC V6M 4H3

Attention: Xiao Song Zheng (Vicky)

**Lightstone Development Ltd.** 1530 – 1200 West 73rd Avenue Vancouver, BC V6P 6G5

**1218548 B.C. Ltd.** 1530 – 1200 West 73rd Avenue Vancouver, BC V6P 6G5

Xiao Song Zheng (Vicky) 101 – 6386 East Boulevard Vancouver, BC V6M 3V6 and 6261 Adera Street, Vancouver, BC V6M 3J5

Ying Zheng Yu 101 – 6386 East Boulevard Vancouver, BC V6M 3V6 and 1988 Western Parkway Vancouver BC V6T 1V5

RE: Demand for Payment, Demand for Guarantees and Notice of Existing Defaults

Dear Sirs/Mesdames:

We are legal counsel to National Bank of Canada (the "Bank").

We write with respect to the following:

(a) the amended and restated loan agreement dated September 28, 2022, as amended by an amending agreement dated February 12, 2024, and an amending agreement dated October 1, 2024 (collectively, as may be further amended, revised, restated, replaced or

1384-1968-9489

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modified from time to time, the "Loan Agreement") between 1076255 B.C. Ltd. (the "Nominee"), and Lightstone Development Ltd. (the "Beneficial Owner", and together with the Nominee, the "Borrowers") as borrowers, and the Bank, as lender. The obligations of the Borrowers to the Bank under the Loan Agreement are guaranteed by each of 1082463 B.C. Ltd. ("108 BC"), 1218548 B.C. Ltd. ("121 BC"), Gold Coast Industries Ltd. ("Gold Coast", and together with 108 BC and 121 BC, collectively, the "Corporate Guarantors"), Xiao Song Zheng, Xiao Li and Ying Zheng Yu (collectively, the "Personal Guarantors"), and together with the Corporate Guarantors, the "Guarantors");

- (b) the collateral mortgage containing assignment of rents, in the principal amount of \$76,667,620 (the "Mortgage"), granted by the Nominee with respect to the real property described in the attached "Schedule A" hereto (the "Property");
- (c) the acknowledgement of receipt of standard mortgage terms by the Nominee, dated as of October 19, 2022;
- (d) the direction and beneficial charge agreement, dated as of October 19, 2022, granted by the Borrowers in favour of the Bank;
- (e) the general assignment of rents and leases, dated as of October 19, 2022, between the Nominee, as assignor, and the Bank, as assignee;
- (f) the site-specific security agreements, each dated as of October 19, 2022, granted by:
  - i. the Nominee in favour of the Bank in respect of the Property (the "Nominee GSA");
  - ii. the Beneficial Owner in favour of the Bank in respect of the Property (the "Beneficial Owner GSA");
  - iii. 108 BC in favour of the Bank in respect of the Property;
  - iv. 121 BC in favour of the Bank in respect of the Property;
  - v. Gold Coast in favour of the Bank in respect of the Property;
- (g) the joint and several guarantee, limited to an amount of \$76,667,620, dated October 19, 2022, granted by 108 BC, 121 BC, Xiao Song Zheng, and Xiao Li in favour of the Bank;
- (h) the joint and several guarantee, limited to an amount of \$76,667,620, dated October 19, 2022, granted by Gold Coast and Ying Zheng Yu in favour of the Bank;
- (i) the cost overrun, lien free completion and debt service guarantee, dated October 19, 2022, granted by the Guarantors in favour of the Bank;

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- (j) the assignment of insurance proceeds, dated October 19, 2022, granted by the Borrowers in favour of the Bank;
- (k) the assignment of project contracts and purchase deposits/proceeds, dated October 19, 2022, granted by the Borrowers in favour of the Bank;
- (I) the environmental indemnity agreement, dated October 19, 2022, granted by the Borrowers and the Guarantors in favour of the Bank in respect of the Property; and
- (m) the indemnity agreement re: letters of credit, dated October 19, 2022, granted by the Borrowers and the Guarantors in favour of the bank,

(collectively, the "Security and Guarantees").

We also refer to the Notice of Default and Reservation of Rights letter dated November 12, 2024, from the Bank to the Borrowers and Guarantors (the "**Default Letter**"), pursuant to which the Bank advised the Borrowers and the Guarantors, among other things, that:

- the Borrowers have been, and continue to be, in default under the Loan Agreement, by allowing encumbrances that are not Permitted Liens to become registered against certain strata lots comprising the Property, or parts thereof, absent the written consent of the Bank, contrary to section 16(3) of the Loan Agreement; and allowing trust deposits in connection with residential strata units to be received by the Borrowers, rather than being held in trust by the Solicitor of the Borrowers, contrary to section 16(12) of the Loan Agreement (the "November Defaults"); and
- (b) as a result of the November Defaults, the Bank shall not permit any advances to be made to the Borrowers in connection with additional credit otherwise made available pursuant to the second amending agreement dated October 1, 2024, and the Bank is entitled to demand immediate repayment of the obligations under the Loan Agreement and to enforce on any corresponding security, mortgages or guarantees.

As of the date of this letter, additional defaults have occurred, including but not limited to the following:

- (a) material adverse changes affecting the financial status of the Borrowers have occurred, contrary to section 20 of the Loan Agreement, about which the Borrowers have not informed the Bank;
- (b) the Borrowers have defaulted on a material agreement, and cross-default has occurred with respect to the second lien lender, contrary to section 20 of the Loan Agreement, about which the Borrowers have not informed the Bank;
- (c) construction liens or other actions registered against the Property have not been cleared from title immediately:

TORONTO CALGARY VANCOUVER MONTRÉAL OTTAWA

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- (d) encumbrances affecting the Property have become enforceable;
- (e) the Borrowers have allowed the Property to become further encumbered without the consent of the Bank in writing, and without due notice to the Bank; and
- (f) the Borrowers have failed to perform and/or observe obligations, covenants, terms, provisions, and/or conditions in the Nominee GSA, the Beneficial Owner GSA, and the Loan Agreement.

(collectively, the "Additional Defaults").

We write to provide the Borrowers and Guarantors with notice that the November Defaults and Additional Defaults remain continuing events of default under the Loan Agreement, which have not been remedied as of the date of this letter. The Bank reiterates that it has no obligation to make further advances or other accommodation under the Loan Agreement.

The total indebtedness outstanding under the Loan Agreement includes the outstanding principal, plus any accrued and accruing interest, fees, indemnities, and other amounts payable, each of which shall continue to accrue and be determined at the date of pay-out, by the Borrowers and Guarantors under the Loan Agreement and any other documents, instruments, and agreements executed pursuant thereto or in connection therewith from time to time (collectively, the "Indebtedness"). The Indebtedness as of January 22, 2025, is CAD \$47,390,783.16 plus professional and late reporting fees, but which continues to increase. Interest on the Indebtedness is currently accruing at a per diem rate of CAD \$8,679.69.

Pursuant to the Security and Guarantees, the Borrowers and the Guarantors jointly and severally guarantee payment to the Bank of all present and future debts and liabilities of the Borrower, including all costs and disbursements incurred by the Bank in recovering or attempting to recover said debts and liabilities. We further note that failure by the Borrowers and the Guarantors to pay the Bank any outstanding indebtedness pursuant to the Loan Agreement is itself an event of default under the Loan Agreement.

We hereby demand that the Borrowers and/or the Guarantors, pursuant to the Guarantees, pay the Indebtedness to the Bank within ten (10) days of the date of this letter (i.e. no later than February 3, 2025), including any additional amounts that have accrued by that date. Should the Indebtedness not be paid to the Bank by this date, the Bank may take steps to enforce its legal rights under the Loan Agreement and any other documents, instruments, and agreements executed pursuant thereto or in connection therewith from time to time, and otherwise at law or in equity without further notice.

We confirm that the Bank has not waived, and hereby expressly reserves, its rights to take all further and additional actions available to the Bank under the Loan Agreement, Security and Guarantees, or any other documents, instruments, and agreements executed pursuant thereto or in connection therewith, and at law, or in equity, including, among other available relief, without limitation: (a) judgment against the Borrowers and/or the Guarantors, jointly and severally, for the amounts owing to the Bank; (b) an order appointing a receiver over the assets, undertakings, and/or property of the Borrowers and/or the Guarantors; and/or (c) all other remedies afforded by law, in equity, or under the Loan Agreement, Blakes

Page 5

Security and Guarantees, or any other documents, instruments, and any agreements executed pursuant thereto or in connection therewith from time to time, to which the Bank is entitled with respect to the recovery of the amounts owing by the Borrower.

Please also see the enclosed notices pursuant to section 244 of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3.

Yours truly,

Peter Rubin

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#### **SCHEDULE "A"**

6310 - 6386 East Boulevard, Vancouver, B.C., Vancouver B.C., legally described as:

- 1. PID: 032-299-508, Strata Lot 3 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 2. PID: 032-299-524, Strata Lot 5 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 3. PID: 032-299-532, Strata Lot 6 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 4. PID: 032-299-541, Strata Lot 7 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 5. PID: 032-299-559, Strata Lot 8 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 6. PID: 032-299-567, Strata Lot 9 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 7. PID: 032-299-575, Strata Lot 10 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 8. PID: 032-299-605, Strata Lot 13 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 9. PID: 032-299-621, Strata Lot 15 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 10. PID: 032-299-648, Strata Lot 17 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 11. PID: 032-299-656, Strata Lot 18 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 12. PID: 032-299-664, Strata Lot 19 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 13. PID: 032-299-672, Strata Lot 20 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 14. PID: 032-299-729, Strata Lot 25 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999

TORONTO

CALGARY

VANCOUVER

MONTRÉAL

OTTAWA

W YORK L

LONDON



- 15. PID: 032-299-737, Strata Lot 26 District Lot 526 Group 1 New Westminster District Strata Plan LEPS9999
- 16. PID: 032-299-745, Strata Lot 27 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 17. PID: 032-299-761, Strata Lot 29 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 18. PID: 032-299-800, Strata Lot 33 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 19. PID: 032-299-818, Strata Lot 34 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 20. PID: 032-299-842, Strata Lot 37 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 21. PID: 032-299-851, Strata Lot 38 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 22. PID: 032-299-869, Strata Lot 39 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 23. PID: 032-299-907, Strata Lot 43 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 24. PID: 032-299-931, Strata Lot 46 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 25. PID: 032-299-958, Strata Lot 1 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 26. PID: 032-299-966, Strata Lot 2 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 27. PID: 032-299-974, Strata Lot 3 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 28. PID: 032-299-982, Strata Lot 4 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 29. PID: 032-299-991, Strata Lot 5 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998

TORONTO

CALGARY

VANCOUVER

MONTRÉAL

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- 30. PID: 032-300-000, Strata Lot 6 District Lot 526 Group 1 New Westminster District Strata Plan EPS998
- 31. PID: 032-300-018, Strata Lot 7 District Lot 526 Group 1 New Westminster District Strata Plan EPS998
- 32. PID: 032-300-026, Strata Lot 8 District Lot 526 Group 1 New Westminster District Strata Plan EPS998
- 33. PID: 032-300-034, Strata Lot 9 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 34. PID: 032-300-042, Strata Lot 10 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 35. PID: 032-300-051, Strata Lot 11 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998

**NEW YORK** 

This is **Exhibit "BB"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

# NOTICE OF INTENTION TO ENFORCE SECURITY (Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: 1076255 B.C. Ltd. (the "Nominee") and Lightstone Development Ltd., (the "Beneficial Owner") each an insolvent person (collectively, the "Debtors", and each, a "Debtor").

#### TAKE NOTICE THAT:

- 1. National Bank of Canada (the "Creditor" or the "Bank") a secured creditor, intends to enforce its security on the property of each Debtor including all or substantially all of the property of each Debtor over which such Debtor has granted security, as more particularly set out below but not limited to:
  - (a) the property set out in Schedule "A" hereto (the "Property"); and
  - (b) all present and after-acquired personal property and undertakings of each Debtor.
- 2. The security (the "Security") that is to be enforced is set out in Schedule "B" hereto.
- 3. Total amount of indebtedness secured by the Security, as of January 22, 2025 is CAD \$47,390,783.16 with interest, fees, indemnities and other amounts accruing thereafter as provided for in the amended and restated loan agreement dated September 28, 2022, as amended, and related documents, instruments, and agreements.
- 4. The Bank will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice unless the Debtor consents to an earlier enforcement or the Court so orders.

Dated at Vancouver, British Columbia, this 24th day of January, 2025.

### NATIONAL BANK OF CANADA

By its lawyers and agents, Blake, Cassels & Graydon LLP

Name: Peter Rubin

Title: Partner

# CONSENT TO IMMEDIATE ENFORCEMENT

Each Debtor consents to the immediate enforcer paragraph 2 above pursuant to Section 244(2) of c. B-3, as amended.	ment by the the <i>Bankrup</i>	Creditor of the S tcy and Insolven	security described in cy Act, R.S.C. 1985,
DATED at	, this	of	, 2025.
CORPORATE DEBTORS 1076255 B.C. LTD.			
By: Name: Title:			
LIGHTSTONE DEVELOPMENT LTD.			
By: Name:			

Title:

#### **SCHEDULE "A"**

6310-6386 East Boulevard, Vancouver, B.C., legally described as:

- 1. PID: 032-299-508, Strata Lot 3 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 2. PID: 032-299-524, Strata Lot 5 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 3. PID: 032-299-532, Strata Lot 6 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 4. PID: 032-299-541, Strata Lot 7 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 5. PID: 032-299-559, Strata Lot 8 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 6. PID: 032-299-567, Strata Lot 9 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 7. PID: 032-299-575, Strata Lot 10 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 8. PID: 032-299-605, Strata Lot 13 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 9. PID: 032-299-621, Strata Lot 15 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 10. PID: 032-299-648, Strata Lot 17 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 11. PID: 032-299-656, Strata Lot 18 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 12. PID: 032-299-664, Strata Lot 19 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 13. PID: 032-299-672, Strata Lot 20 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 14. PID: 032-299-729, Strata Lot 25 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 15. PID: 032-299-737, Strata Lot 26 District Lot 526 Group 1 New Westminster District Strata Plan LEPS9999
- 16. PID: 032-299-745, Strata Lot 27 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999

- 17. PID: 032-299-761, Strata Lot 29 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 18. PID: 032-299-800, Strata Lot 33 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 19. PID: 032-299-818, Strata Lot 34 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 20. PID: 032-299-842, Strata Lot 37 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 21. PID: 032-299-851, Strata Lot 38 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 22. PID: 032-299-869, Strata Lot 39 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 23. PID: 032-299-907, Strata Lot 43 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 24. PID: 032-299-931, Strata Lot 46 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 25. PID: 032-299-958, Strata Lot 1 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 26. PID: 032-299-966, Strata Lot 2 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 27. PID: 032-299-974, Strata Lot 3 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 28. PID: 032-299-982, Strata Lot 4 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 29. PID: 032-299-991, Strata Lot 5 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 30. PID: 032-300-000, Strata Lot 6 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 31. PID: 032-300-018, Strata Lot 7 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 32. PID: 032-300-026, Strata Lot 8 District Lot 526 Group 1 New Westminster District Strata Plan EPS998
- 33. PID: 032-300-034, Strata Lot 9 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 34. PID: 032-300-042, Strata Lot 10 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998

35. PID: 032-300-051, Strata Lot 11 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998

## **SCHEDULE "B"**

The Security that is to be enforced is the security granted by the Debtors to the Creditor pursuant to the amended and restated loan agreement dated September 28, 2022, as amended, including any security imbedded therein, and including (but not limited to):

- 1. The collateral mortgage on the Property containing assignment of rents dated as of October 19, 2022, granted by the Nominee in favour of the Creditor;
- 2. The general assignment of rents and leases, dated as of October 19, 2022, between the Nominee, as assignor, and the Bank, as assignee;
- 3. direction and beneficial charge agreement, dated as of October 19, 2022, granted by the Borrowers in favour of the Bank;
- 4. The site-specific security agreements, each dated as of October 19, 2022, granted by:
  - a. the Nominee in favour of the Bank in respect of the Property;
  - b. the Beneficial Owner in favour of the Bank in respect of the Property; and
- 5. Such further and other security as are provided for by the above agreements.

This is **Exhibit "CC"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

# NOTICE OF INTENTION TO ENFORCE SECURITY (Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: 1082463 B.C. Ltd., 1218548 B.C. Ltd., and Gold Coast Industries Ltd., each an insolvent person (collectively, the "**Debtors**", and each, a "**Debtor**").

## TAKE NOTICE THAT:

- National Bank of Canada (the "Creditor" or the "Bank") a secured creditor, intends to enforce
  its security on the property of each Debtor including all or substantially all of the property of
  each Debtor over which such Debtor has granted security, as set out in Schedule "A" hereto
  (the "Property").
- 2. The security (the "Security") that is to be enforced is set out in Schedule "B" hereto.
- 3. Total amount of indebtedness secured by the Security, as of January 22, 2025 is CAD \$47,390,783.16 with interest, fees, indemnities and other amounts accruing thereafter as provided for in the amended and restated loan agreement dated September 28, 2022, as amended, and related documents, instruments, and agreements.
- 4. The Bank will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice unless the Debtor consents to an earlier enforcement or the Court so orders.

Dated at Vancouver, British Columbia, this 24th day of January, 2025.

### NATIONAL BANK OF CANADA

By its lawyers and agents, Blake, Cassels & Graydon LLP

Name: Peter Rubin

Title: Partner

# CONSENT TO IMMEDIATE ENFORCEMENT

Each Debtor consents to the immediate enforce paragraph 2 above pursuant to Section 244(2) of c. B-3, as amended.	ment by the ( the <i>Bankrupt</i>	Creditor of the S tcy and Insolver	Security described in acy Act, R.S.C. 1985,
DATED at	, this	of	, 2025.
CORPORATE DEBTORS 1082463 B.C. LTD.			
By: Name: Title:			
1218548 B.C. LTD.			
By: Name: Title:			
GOLD COAST INDUSTRIES LTD.			
By: Name: Title:			

### SCHEDULE "A"

6310 - 6386 East Boulevard, Vancouver, B.C., legally described as:

- 1. PID: 032-299-508, Strata Lot 3 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 2. PID: 032-299-524, Strata Lot 5 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 3. PID: 032-299-532, Strata Lot 6 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 4. PID: 032-299-541, Strata Lot 7 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 5. PID: 032-299-559, Strata Lot 8 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 6. PID: 032-299-567, Strata Lot 9 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 7. PID: 032-299-575, Strata Lot 10 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 8. PID: 032-299-605, Strata Lot 13 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 9. PID: 032-299-621, Strata Lot 15 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 10. PID: 032-299-648, Strata Lot 17 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 11. PID: 032-299-656, Strata Lot 18 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 12. PID: 032-299-664, Strata Lot 19 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 13. PID: 032-299-672, Strata Lot 20 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 14. PID: 032-299-729, Strata Lot 25 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 15. PID: 032-299-737, Strata Lot 26 District Lot 526 Group 1 New Westminster District Strata Plan LEPS9999
- 16. PID: 032-299-745, Strata Lot 27 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999

- 17. PID: 032-299-761, Strata Lot 29 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 18. PID: 032-299-800, Strata Lot 33 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
- 19. PID: 032-299-818, Strata Lot 34 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999
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- 28. PID: 032-299-982, Strata Lot 4 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 29. PID: 032-299-991, Strata Lot 5 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 30. PID: 032-300-000, Strata Lot 6 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 31. PID: 032-300-018, Strata Lot 7 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 32. PID: 032-300-026, Strata Lot 8 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 33. PID: 032-300-034, Strata Lot 9 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998
- 34. PID: 032-300-042, Strata Lot 10 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998

35. PID: 032-300-051, Strata Lot 11 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998

# **SCHEDULE "B"**

The Security that is to be enforced is the security granted by the Debtors to the Creditor pursuant to the amended and restated loan agreement dated September 28, 2022, as amended, including any security imbedded therein, and including (but not limited to):

- 1. The site-specific security agreements, each dated as of October 19, 2022, granted by:
  - a. 1082463 B.C. Ltd. in favour of the Bank in respect of the Property;
  - b. 1218548 B.C. Ltd. in favour of the Bank in respect of the Property;
  - c. Gold Coast Industries Ltd. in favour of the Bank in respect of the Property; and
- 2. Such further and other security as are provided for by the above agreements.

This is **Exhibit "DD"** referred to in the Affidavit of Evan Carew-Gibson affirmed before me at Vancouver, British Columbia on this the 4th day of February, 2025.

A Commissioner for taking Affidavits for

British Columbia

#### IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PETERSON INVESTMENT GROUP INC.

**PETITIONER** 

AND:

1076255 B.C. LTD., LIGHTSTONE DEVELOPMENT LTD., 1082463 B.C. LTD., 1218548 B.C. LTD., GOLD COAST INDUSTRIES LTD., XIAO SONG ZHENG, XIAO LI, YING ZHENG YU, BLUESHORE LEASING LTD., GOULD LEASING LTD., LI JIANG, BEI CHEN, QING SU, JIDE LIU, 686912366 INVESTMENT LTD., LEI BUN LEUNG, XIAO LIAN ZHANG, JOHNSON RUI LEUNG, JON KIT LEUNG, KAREN LEUNG, AND SHUN FENG INVESTMENT LTD.

RESPONDENT

### CONSENT TO ACT AS RECEIVER

**TAKE NOTICE** that FTI Consulting Canada Inc., of Vancouver, British Columbia, being a Licensed Insolvency Trustee under the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, hereby consents to act as receiver and manager, without security, of 1076255 B.C. Ltd. and Lightstone Development Ltd. on the terms set out in Schedule "B" to the Petition filed in these proceedings, if so appointed by this Honourable Court.

DATED at the City of Vancouver, in the Province of British Columbia, this 4<sup>th</sup> day of February, 2025.

FTI CONSULTING CANADA INC.

Docusigned by:

Title: Senior Managing Director

No. Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PETERSON INVESTMENT GROUP INC.

**PETITIONER** 

AND:

1076255 B.C. LTD., LIGHTSTONE
DEVELOPMENT LTD., 1082463 B.C. LTD.,
1218548 B.C. LTD., GOLD COAST INDUSTRIES
LTD., XIAO SONG ZHENG, XIAO LI, YING ZHENG
YU, BLUESHORE LEASING LTD., GOULD
LEASING LTD., LI JIANG, BEI CHEN, QING SU,
JIDE LIU, 686912366 INVESTMENT LTD., LEI
BUN LEUNG, XIAO LIAN ZHANG, JOHNSON RUI
LEUNG, JON KIT LEUNG, KAREN LEUNG, SHUN
FENG INVESTMENT LTD., LIWEI SUN AND
12503343 B.C. LTD.

**RESPONDENTS** 

#### **AFFIDAVIT**

DLA Piper (Canada) LLP Barristers & Solicitors Suite 2700 1133 Melville Street Vancouver, BC V6E 4E5

Tel. No. 604.687.9444 Fax No. 604.687.1612

File No.: 117142-00002 AM7806/day