



This is the 1st affidavit of
Che Wing Chan in this case
and was made on November 26, 2021

No. S217956
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE OWNERS, STRATA PLAN LMS 992

PETITIONERS

AND:

KENNETH KWOK YING CHAN, WEI LIN YUEN CHAN, CHE WING CHAN, YAT SIN
WONG, ARDESHIR SOLTANI RAZAGH SARAB AND 0837963 B.C. LTD

RESPONDENTS

AFFIDAVIT

I, Che Wing Chan with an address for service of c/o 301-2609 Westview Drive,
North Vancouver, V7N 4M2 retiree, MAKE OATH AND SAY AS FOLLOWS:

1. I am a retired businessman and owner of strata lot 10 ("SL10") in Strata Plan LMS 992 (the "Strata Corporation") and, as such, have knowledge of the matters hereinafter deposed to save and except where the same are stated to be based on information and belief and where so stated I verily believe the same to be true.
2. My date of birth is July 20, 1944.
3. I purchased SL10 with my wife, Yat Sin Wong, in or around 1993 as a long-term investment.
4. In June 2000, my wife and I leased SL10 to Fatemeh Soltani-Razagh. In December 2005, the lease was assigned to Golam Reza Solatani Rezagh Sarab and Ardeshir Soltani Razagh Sarab, the owner of strata lot 11.
5. The lease assignment has since been modified twice to extend the lease period. The most recent lease modification extends the lease period to June 2024.
6. Attached hereto and marked **Exhibit "A"** to this my affidavit are true copies of the:
 - a. June 2000 lease agreement;

- b. December 2005 lease assignment;
 - c. June 2012 modification agreement; and the
 - d. June 2018 modification agreement.
7. My wife and I currently receive \$4400 a month in rent from SL10. We rely on this rental income to fund our retirement.
 8. On or around May 18, 2021, my wife and I listed SL10 for sale. Our real estate agent is Patsy Hui. Under the advice of Ms. Hui, we set the asking price for SL10 at \$1,598,000.
 9. Attached hereto and marked **Exhibit "B"** to this my affidavit is true copy of the sales posting for SL10.
 10. I have received numerous inquiries about SL10 but no written offers.
 11. My wife and I have always kept up to date on SL10's strata management fees and abided by the Strata Corporation's bylaws.
 12. According to the interest schedule provided by the Strata Corporation by letter May 27, 2021 (the "May 2021 Letter"), under the January 11, 2021 purchase and sale agreement with Intracorp Acquisition Co. Ltd., I will receive about \$675,192.33.
 13. Attached hereto and marked **Exhibit "C"** is an excerpt from the interest schedule included in the May 2021 Letter.
 14. The 2021 assessed value for SL10 is \$818,000.
 15. Attached hereto and marked **Exhibit "D"** to this my affidavit is a true copy of the 2021 BC Assessment report for SL10.
 16. My wife and I remain ready and willing to sell SL10 for fair market value.

SWORN BEFORE ME at the City of North Vancouver, in the Province of British Columbia, this 26 day of November, 2021

 A Commissioner for taking Affidavits for
 British Columbia

 Che Wing Chan

CLAIRE M. ARMSTRONG
Barrister & Solicitor
PETTIT AND COMPANY
 #301 - 2609 WESTVIEW DRIVE
 NORTH VANCOUVER, B.C. V7N 4M2
 TEL: 604-998-0901 FAX: 604-998-0920

Endorsement of Interpreter

I, Kenneth Kwok Ying Chan, of 1996 Campbell Avenue, Port Coquitlam BC V3C 4T2, retiree, certify that:

1. I have knowledge of the English and Cantonese languages and I am competent to interpret from one to the other.
2. I am advised by the person swearing or affirming the affidavit and believe that the person swearing or affirming the affidavit understands the Cantonese language.
3. Before the affidavit on which this endorsement appears was made by the person swearing or affirming the affidavit I correctly interpreted it for the person swearing or affirming the affidavit from the English language into the Cantonese language and the person swearing or affirming the affidavit appeared to fully understand the contents.

Date: 26/Nov/2021



Kenneth Kwok Ying Chan

This is Exhibit "A" referred to in the
Affidavit of Che Wing Chan
sworn (or affirmed) before me at
North Vancouver, B.C.
this 21 day of November, 2021.


A Commissioner/Notary Public for the
Province of British Columbia

LEASE - COMMERCIAL

THIS LEASE is made the 8th day of June, 2000.

WITH AN EFFECTIVE DATE OF June, 2000.

IN PURSUANCE OF THE "LAND TRANSFER FORM ACT, PART 2"

BETWEEN:

CHE WING CHAN and YAT SIN WONG
both of 4738 Bruce Street, Vancouver, B.C. V5N 3Z6
(the "Landlord")

AND:

OF THE FIRST PART

FATEMEH SOLTANI-RAZAGH, of 2507 W. King Edward Ave,
Vancouver, B.C. V6L 1T5

(the "Tenant")

OF THE SECOND PART

WITNESSES that in consideration of the rents, covenants, conditions and agreements hereinafter respectively reserved and contained, the landlord leases unto the Tenant, those certain premises situated in the City of Vancouver in the Province of British Columbia and known and legally described as:

STRATA LOT 10 DISTRICT LOT 37 STRATA PLAN LMS992
and bearing a civic address of Unit 2-3382 Vanness Street, Joyce Place,
Vancouver, B.C.
Leased area: approx 960 Square Feet

(the "Leased Premises")

FROM the 1st day of July, 2000, for the term of Three (3) YEARS thence ensuing, YIELDING therefor during the said term the RENT as hereinafter set forth payable at the office of the Landlord at 4738 Bruce Street, Vancouver, B.C. V5N 3Z6 or wheresoever the Landlord may in writing direct monthly in advance without deduction on the 1st day of each and every month as follows:

From July 1, 2000 to June 30, 2003, the monthly basic rent is \$1600 plus GST;

In addition of the basic rent, the tenant is responsible to pay annual property taxes by monthly installment in the amount of \$302.50 and the monthly maintenance fee of the amount \$139.16.

The Landlord agree to give 3 more years option to renew when this Lease expire on June 30, 2003. The monthly basic rent for the renewal from July 1, 2003 to June 30, 2006 is \$1800 plus GST; providing the Tenant give 60 days notice to the Landlord before the expiry date of this Lease.

The Tenant shall provide the Landlord with the amount \$1600.00 equal to the security deposit . The security deposit shall be retained without interest as security for the performance of all of the obligations, covenants and agreements of the Tenant under this Lease. If the Tenant does not fulfil its obligations in the Lease, then the remainder of the Security Deposit monies shall be forfeited as partial damages without prejudice to the Landlord's right to take further action to recover its damages from the Tenant including an action for specific performance. In the event the Security deposit monies are forfeited pursuant hereto and the Lease is not terminated, the Tenant shall provide the Landlord with a security Deposit equal to the amount forfeited hereunder within seven (7) days of request therefor by the Landlord.

The Landlord allows the Tenant to have the early possession of the Leased Premises commencing on June 9, 2000; and the Landlord will fix the flooring of the Leased Premises in a reasonable business manner.

The tenant is responsible to pay for electricity, Hydro, telephone charges, business insurance and all the charges related to the Tenant's business.

THIS LEASE SHALL COMMENCE ON THE 1st DAY OF July, 2000 AND EXPIRE ON THE 30th DAY OF June, 2003.

IN ADDITION TO THE PROVISIONS OF THE WITHIN LEASE, THE LANDLORD AND THE TENANT COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

- 1. The Tenant agree that they will not use the Leased Premises nor allow the Leased Premises to be used for any purpose other as grocery; but the Landlord also agree the Tenant to do any other legal entity of business subject to the approval of the management company.
- 3. The Tenant shall repair and maintain the demised premises in good working condition at all times.
- 4. The Tenant shall not make any alterations to the front door awning, sign or other renovation without first obtaining the Consent by the Landlord or the Strata Council of the Leased Premises.

THAT THE SAID TENANT AND THE COVENANTORS COVENANT WITH THE SAID LANDLORD:

TO pay rent and to pay of the annual property taxes, maintenance fee, all gas and electric light and power used on the Premises;

AND to pay, notwithstanding any other section or clause of this Lease, to the Landlord upon demand an amount equal to any and all goods and services tax, it being the intention of the parties that the Landlord shall be fully reimbursed by the Tenant with respect to any and all goods and services tax at the full rate applicable from time to time in respect of the rent payable for the lease of the Premises pursuant to this

~~Lease. The amount of the goods and services tax so payable by the Tenant shall be calculated by the Landlord in accordance with the applicable legislation and shall be paid to the Landlord at the same time as the amounts to which such goods and services tax apply and is payable to the Landlord under the terms of this Lease or upon demand at such other time or times as the Landlord from time to time determines. Despite any other section or clause in this Lease, the amount payable by the Tenant under this paragraph shall be deemed not to be rent, but the Landlord shall have all of the same remedies for any rights of recovery of such amount as it has for recovery of rent under this Lease;~~

~~AND to repair, reasonable wear and tear and damage by fire, lightning, tempest and earthquake excepted;~~

~~AND to give to the Landlord or his agent immediate notice of any defect in water, gas or other pipes or fixtures, heating apparatus, elevator, hoist, machinery or telephone, electric or other wires or fixtures;~~

~~AND that the Landlord may enter and view state of repair and that the Tenant will repair according to notice, reasonable wear and tear and damage by fire, lightning, tempest and earthquake excepted;~~

~~AND that the Tenant will leave the Premises in good repair, reasonable wear and tear and damage by fire, lightning, tempest and earthquake excepted;~~

~~AND will keep and leave whole and in good order all water, gas and electric fixtures, glass, pipes, faucets, locks, fastenings, hinges, window shades, sash cords, heating and cooling apparatus under the control of and used by the Tenant and will keep and leave all brass, copper or other metals and all windows, in or attached to the Premises, cleaned and polished;~~

~~AND will not assign without written consent by the Landlord; AND will not sublet without written consent by the Landlord, such consent not to be unreasonably withheld;~~

~~AND will not carry on nor do, nor allow to be carried on or done on the Premises any sales by auction, nor any work, business, occupation, act or thing whatever which may be or become a nuisance or annoyance to the Landlord, the public or any other occupant of the said building or which may increase the hazard of fire or liability of any kind or which may increase the premium rate of insurance against loss by fire or liability upon the said building or the Premises or invalidate any policy of insurance of any kind upon or in respect of same or which may cause or result in excessive use or waste of water or increase the amount of water rates payable in respect of the said building or the Premises;~~

~~AND will not drive nails or screws into nor drill into nor cut, mark nor in any way deface any part of the Premises;~~

~~AND will not make any alterations in the structure, plan or partitioning of the Premises nor install any plumbing, piping, wiring, or heating apparatus without the written permission of the Landlord or his agents first had and obtained and at the end or sooner determination of the said term will restore the Premises to their present condition if called upon to do so by the Landlord but otherwise all repairs, alterations, installation and addition made by the Tenant upon the Premises, except gas and electric fixtures and movable business fixtures, shall be the property of the Landlord and shall be considered in all respects as part of the Premises; AND will indemnify and save harmless the Landlord from and against all and all manner of claims for liens for wages or materials, or for damage to persons or property caused during the making of or in connection with any repairs, alterations, installations and addition which the Tenant shall make or cause to be made on the Premises; AND will allow the Landlord to post and will keep posted on the Premises any notice that the Landlord may desire to post under the provisions of the Builders Lien Act;~~

~~AND will erect, place, use or keep in or upon the Premises only such shades, window blinds, awnings, projections, signs, advertisements, lettering, devices, notices, painting or decoration as are first approved in writing by the Landlord, and upon the expiration or determination of this Lease will remove the same if required to do so by the Landlord;~~

AND will indemnify and save harmless the Landlord from and against any and all manner of action or causes of action, damages, loss, costs or expenses which he may sustain, incur or be put to by reason of any advertising signs now existing or which may hereafter be erected by the Tenant upon, over, projecting from or above the said building or the Premises, and will pay the premiums charged upon any bond of indemnity or liability insurance policy in respect of such signs issued upon the demand of Civic, Municipal or other authorities, provided always that the Landlord shall from time to time and at all times hereafter be at liberty to repair or strengthen the said signs, and the costs, charges and expense of so doing shall be forthwith paid by the Tenant to the Landlord, but the giving of such notice and the undertaking of such repairs or strengthening by the Landlord shall not be deemed an acknowledgment or admission of any liability or responsibility on the part of the Landlord;

AND will not cover nor obstruct the glass doors, partitions, transoms, windows, lights and skylights which reflect or admit light into any passageway or other place in the said building;

AND will not bring into or upon the Premises any safe, motor, machinery or other heavy articles without the consent of the Landlord in writing first had and obtained, and will immediately make good any damage done to any part of the building or Premises by bringing in or taking away the same;

AND will provide receptacles for refuse and rubbish of all kinds, and will attend to the removal of the same from the Premises at regular intervals, and will not keep nor leave any boxes, packing material or rubbish of any kind in or near the Premises or any passages connected with same;

AND will keep clean and free from any rubbish, ice or snow, all walks, passages, yards and alleys adjacent to the Premises;

AND will observe, obey and conform to and cause his employees to observe, obey and conform to all rules and regulations from time to time made by the Landlord with regard to the management, the strata council use or occupation of the said building and the Premises;

AND will comply promptly at his own expense with all laws, ordinances, regulations, requirements and recommendations of any and all Dominion, Provincial, Civic, Municipal and other authorities, or Association of Fire Insurance Underwriters or Agents and all notices in pursuance of same whether served upon the Landlord or the Tenant, and will indemnify and save harmless the Landlord from and against all and all manner actions or causes of action, damages, loss, costs or expenses, which he may sustain, incur or be put to by reason of any neglect of same or noncompliance therewith or by reason of any defect, deficiency, disrepair, depreciation, damage or change in or to the Premises; or any injury or damage to any person or to any goods and chattels contained in, upon or about the Premises, however caused;

AND will allow notices "For Sale" or "To Let" to be put and remain on the Premises in a conspicuous position for at least sixty days prior to the expiration of this Lease and will allow prospective purchasers or tenants to enter and inspect the Premises on week days during the said sixty days;

AND at the expiration or sooner determination of this Lease will peaceably surrender and give up possession of the Premises without notice from the Landlord, any right to notice to quit or vacate being hereby expressly waived by the Tenant, any law, usage or custom to the contrary notwithstanding.

AND IT IS HEREBY AGREED

THAT in the event that the Tenant desires to register this Lease, the cost and preparation of the Plan, and the cost of registration of the Lease, shall be borne by the Tenant.

~~THAT~~ the whole contract and agreement between the parties hereto is set forth herein, that the Tenant has leased the Premises after examining the same, that no representations, warranties or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon the Landlord unless it be made in writing and signed by the Landlord;

~~THAT~~ no waiver of nor neglect to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement herein contained shall be deemed a waiver of such rights upon any subsequent breach of the same or any other covenant, condition or agreement herein contained;

~~THAT~~ any notice to be served hereunder shall be deemed to be sufficiently served on the Tenant if addressed to the Tenant and left on the Premises;

~~THAT~~ if the Landlord shall be unable to deliver possession of the Premises at the time of the commencement of the said term, neither the Landlord nor his agents shall be liable for any damage or loss caused thereby nor shall this lease be void or voidable, nor the date of the expiration of same be changed by reason thereof, but in such event the Tenant shall only be liable for rent at the rate hereby reserved from such time as the Landlord shall be able to deliver possession of the Premises;

~~THAT~~ the Landlord shall not be responsible for any defect in or change of conditions affecting the Premises, nor for any damage to the Premises or to any person or to merchandise, goods, chattels, machinery or equipment contained therein howsoever caused;

~~THAT~~ the Landlord shall not be responsible for or in regard to the sufficiency or insufficiency of any safe or vault used by the Tenant to withstand fire, burglars or thieves, and that the use of such safe or vault is accepted by the Tenant at his own risk and without any recourse whatever against the Landlord for or on account of any loss or damage which may occur in any manner of or to any money, securities, valuables, books, papers or other property which may be placed therein by the Tenant;

~~THAT~~ the Landlord shall not be responsible for any loss, damage, or expense caused by any overflow or leakage of water from any part of the said building, or any adjoining buildings, occasioned by the use, misuse or abuse of water or by the breaking or bursting of any pipes or plumbing fixtures, or in any other manner or by seepage from adjoining lands or Premises or by any accident or misadventure to or arising from the use and operation of machinery, elevator, heating apparatus, electric wiring and appliances, gas or other pipes and appliances or any fixtures or by reason of any structural defects in the building or Premises or by any other matter or thing whatsoever;

~~THAT~~ the Landlord shall be under no obligation to supply water, heat, light or power to the Tenant upon the Premises;

~~THAT~~ in the event of the said building or the Premises being condemned in whole or in part because of the unsafe condition thereof, this lease shall cease and determine upon the date of such condemnation, and the Landlord shall not be responsible for any loss, damages or expense which the Tenant may suffer or incur by reason of the same;

~~THAT~~ any yard, passage, alley or area connected with the said building is for the use of all the occupants of the said building and that the tenant will not obstruct nor hinder the use of same by other occupants of the said building and their employees, agents and customers and that the Tenant will keep clean and sanitary the portion of same situated in the rear of or adjacent to the Premises;

~~THAT~~ the sole and exclusive right to use or to lease to others for their use the roof or exterior side and rear walls of the said building is reserved to and retained by the Landlord;

THAT the Landlord shall have the right at any time during the said term to repair, remodel, alter, improve or add to the Premises or the whole or any part of the building of which the Premises form a part or to change the location of the entrance or entrances to the said building and the Premises without compensation or responsibility to the Tenant and for such purposes, if necessary, to enter into, pass through, work upon and attach scaffolds or other temporary structures to the Premises, putting the Tenant to no unnecessary inconvenience;

THAT any rights or privileges which may accrue or enure to or for the benefit of the Landlord by virtue of any law governing the relations of landlord and tenant not specifically mentioned herein and not inconsistent with the terms and conditions hereof and all rights of enforcement of same shall be deemed to be hereby reserved to and claimed by the Landlord;

THAT if the Landlord shall suffer or incur any damage, loss or expense or be obliged to make any payment for which the Tenant is liable hereunder by reason of any failure of the Tenant to observe and comply with any of the covenants of the Tenant herein contained then the Landlord shall have the right to add the cost or amount of any such damage, loss, expense or payment to the rent hereby reserved, and any such amount shall thereupon immediately be due and payable as rent and recoverable in the manner provided by law for the recovery of rent in arrear;

THAT in case the Premises or any part thereof shall at any time during the said term be burned down or damaged by fire so as to render to same unfit for the purpose of the Tenant, the rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained, shall be suspended and abated until the Premises shall have been rebuilt or made fit for the purpose of the Tenant, or at the option of the Landlord the said term shall in such case forthwith come to an end, and the Tenant shall cease to be held liable for payment of rent except such rent as shall have already accrued due, and shall be entitled to repaid any rent paid in advance for the balance of the period so paid for in advance;

THAT whenever the Landlord shall be entitled to levy distress against the goods and chattels of the Tenants he may use such force as he may deem necessary for that purpose and for gaining admittance to the Premises without being liable to any action in respect thereof, or for any action in respect thereof, or for any loss or damage occasioned thereby and the Tenant hereby expressly releases the Landlord from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any such forcible entry or any loss or damage sustained by the Tenant in connection therewith.

THAT in case the Tenant shall become insolvent or bankrupt or make any assignment for the benefit of creditors, or being an incorporated company if proceedings be begun to wind up the said company, or in case of the non-payment of rent at the times herein provided, or in case the Premises or any part thereof become vacant and unoccupied for a period of thirty days or be used by any other person or persons, or for any other purpose than as hereinbefore provided, without the prior written consent of the Landlord, this Lease shall, at the option of the Landlord, cease and be void, and the term hereby created expire and be at an end, anything hereinbefore to the contrary notwithstanding, and the current month's rent and three months' additional rent shall thereupon immediately become due and payable, and the Landlord may re-enter and take possession of the Premises as though the Tenant or his servants or other occupant or occupants of the Premises were holding over after the expiration of the said term, and the term shall be forfeited and void;

THAT if the Tenant shall hold over and the Landlord shall accept rent after the expiration of the said term, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month;

THAT any additional covenants, conditions or agreements set forth in writing and attached hereto whether at the commencement of the said term or at any subsequent time and signed or initialled by the parties

hereto shall be read and construed together with and as part of this Lease, provided always that when the same shall be at variance with any printed clause in this Lease, such additional covenants, conditions and agreements shall be deemed to supersede such printed clause;

THAT neither the rights herein given to receive, collect, sue for or distrain for any rents or rent, money or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or nonobservance thereof, nor the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of the Landlord or declare the term hereby granted ended and to terminate this Lease as herein provided because of any default in or breach of any of the covenants, provisions or conditions of this Lease;

THAT no remedy herein or otherwise conferred upon or reserved to the Landlord shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to the Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of the Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein;

THAT all grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities contained herein shall be read and construed as granted to, made and reserved by, imposed upon and undertaken by the parties hereto and their respective heirs, executors, administrators, successors and assigns, and that wherever the singular or the masculine pronoun is used the same shall be construed as meaning the plural or feminine or the body politic or corporate where the circumstances so require and that the Landlord may perform any act hereunder in person or by and through an agent;

THAT all covenants and liabilities entered into or imposed upon the Tenant, if more than one, shall be joint and several.

PROVISO FOR RE-ENTRY BY THE LANDLORD on non-payment of rent, or non-performance of covenants. The Landlord in pursuance of this proviso shall have the right to break into the premises to obtain possession thereof and the Tenant hereby waives all claims for damage to or loss of any of the Tenant's property caused by the Landlord in re-entering and taking possession of the Premises; and no action taken by the Landlord in pursuance of this proviso whether under what are generally known as summary proceedings or otherwise shall be deemed to absolve, relieve or discharge the Tenant from liability hereunder; and this proviso shall extend and apply to all covenants whether positive or negative.

The Landlord COVENANTS WITH THE Tenant for quiet enjoyment

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the day and year first above written.

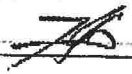
SIGNED, SEALED AND DELIVERED by the Landlord in the presence of:


Name: JOSEPH Y.F. HO, NOTARY PUBLIC, #209 - 3887 Victoria Drive, Vancouver, B.C. V6P 3W5, CANADA. Address: Tel: (604) 323-2961 - Fax: (604) 323-2962

CHE WING CHAN, YAT SIN WONG

SIGNED, SEALED AND DELIVERED by
the Tenant in the presence of:

Name




FATEMEH SOLTANI-RAZAGH

Address:

JOSEPH Y.F. HO
NOTARY PUBLIC
#209 - 5887 Victoria Drive
Vancouver, B.C. V5P 3W5 CANADA
Tel: (604) 323-2961 Fax: (604) 323-2962

Occupation

ASSIGNMENT OF LEASE

THIS AGREEMENT is dated for reference the 12th day of December, 2005

THIS AGREEMENT IS MADE

BETWEEN:

CHE WING CHAN and YAT SIN WONG, both of 4738 Bruce Street, Vancouver, BC V5N 3Z6
(hereinafter called the "Lessors")

AND:

GOLAM REZA SOLTANI REZAGH SARAB, Businessman, of 2507 West King Edward Avenue, Vancouver, BC V6L 1T5
(hereinafter called the "Tenants")

AND:

ARDESHIR-RAZAGH SARAB SOLTANI, Businessman, of 5469 Nelson Avenue, Burnaby, BC V5H 3H1
(hereinafter called the "Assignees")

WHEREAS:

A. By Indenture of Lease dated the 8th day of June 2000 and made between Che Wing Chan and Yat Sin Wong as Lessors and Fatemeh Soltani-Razagh as Tenants (herein referred to as the "Lease") the Lessors did demise unto the Tenants therein the Lands and premises hereinafter mentioned to hold from the 1st day of July 2000 for the term of 36 months at the monthly rental of \$1,600.00 Dollars Plus GST and additional rent as set out in the Lease with option to renew at the monthly rental of \$1,800.00 Dollars Plus GST and additional rent, and subject to the Tenants' covenants therein contained.

B. The lease has been assigned by Fatemeh Soltani-Razagh to GHOLAM REZA SARAB SOLTANI-RAZAGH

C. The Lease has been renewed verbally and now expires June 30, 2006 and the current rent is \$1,800 per month plus taxes and costs.

ASSIGNMENT OF LEASE

NOW THIS INDENTURE WITNESSETH that in consideration of \$10.00 other good and valuable consideration now paid by the Assignees to the Tenants (the receipt of which is hereby acknowledged) the Tenants ASSIGN unto the Assignees all and singular their leasehold interests in that certain parcel or tract of land and premises, situate, lying and being at 3382 Vanness Avenue, Vancouver, BC in the City of Vancouver in the Province

of British Columbia, and forming a portion of the lands and premises more particularly known and described as:

(PID)	(LEGAL DESCRIPTION)
NO PID NUMBER	STRATA LOT 10 DISTRICT LOT 37 STRATA PLAN LMS992

(which leased lands and premises are hereinafter called the "Lands") and the Tenants ASSIGN unto the Assignees all their interest in the Lease and the unexpired residue of the term of the Lease, and all the benefit and advantage to be derived therefrom including but not limited to the benefit and advantage of any Option to Renew or Right of First Refusal attached to the Lease:

To hold the same unto the Assignees, from the date all parties to this agreement sign this agreement for and during the residue of the term thereby granted, and for all the other estate, term and interest (if any) of the Tenants therein, subject to the payment of the rent and the observance and performance of the Tenants' covenants and agreements in the said Lease reserved and contained.

The Tenants do hereby covenant and agree with the Assignees that:

- 1) notwithstanding any act of theirs, the said Lease is a good, valid and subsisting lease;
- 2) the rents, taxes, monies and all other costs, charges and expenses (hereinafter called the "Rents") thereby reserved have been or will be duly paid up to and including Rent due on the 1st day of December 2005;
- 3) the covenants and conditions contained therein have been or will be duly performed by the Tenants up to the date this assignment becomes effective;
- 4) the Tenants have good right to assign the said Lease and the Lands and premises in the manner aforesaid,
- 5) subject to the payment of the Rent and the observance and performance of the Tenants' covenants and agreements as and from :
 - a) it shall be lawful for the Assignees, peaceably and quietly, to hold, occupy and enjoy the said Lands and premises hereby assigned during the residue of the term and any renewed term granted by the said Lease, without any interruption by the Tenants or any person claiming under them, free from all charges and encumbrances whatsoever,
 - b) the Tenants, and all persons lawful claiming under them, will, at all times hereafter, at the request of and at the cost of the Assignees, assign and confirm to the Assignees the said Lands and premises for the residue of the said term and any renewed term as the said Assignees shall reasonably require.

The Assignees hereby covenant and agree with the Tenants:

- 1) that they will, duly and punctually, pay the Rents and observe and perform the Tenants covenants and conditions in the said Lease reserved and contained,
- 2) that they will indemnify and save harmless the Tenants and Covenantors (if any) from and against any and all actions, suits, loss, costs, damages and expenses the Tenants may suffer or incur or be put to by reason of any breach or non-observance or non-performance of the said covenants and conditions or any of them including but not limited to the obligation to pay rent.

CONSENT

Attached hereto and forming part of the within Assignment of Lease.

The Tenants, Assignees, Covenantors (if any) and the Guarantors (if any) do hereby acknowledge the consent of the Lessors to the assignment of the Lease of the Lands and agree to abide by the terms of the consent as hereinafter set forth.

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid by the Tenants, Covenantors (if any) Guarantors (if any), and the Assignees to the Lessors (the receipt and sufficiency whereof is hereby acknowledged by the said Lessors) the Lessors hereby consent to the Assignment of the Lease, by the Tenants to the Assignees, on the terms set out in this document and on the covenant and agreement of the Assignees made to the Lessors:

- 1) to perform all of the covenants and obligations of the Tenants under the Lease;
- 2) to use the premises for the purpose as set out in the Lease and in particular to use the demised premises only for the business of a grocery store
- 3) not to assign, sublet or part with possession of the Lands or any part thereof except in accordance with the provisions of the Lease

PROVIDED THAT;

- 1) Nothing in this Assignment shall operate to release the Tenants or the Covenantors (if any) from the obligation to perform each and every covenant contained in the Lease to be performed and
- 2) This consent shall not be deemed to waive or modify in any respect any rights of the Lessors under the terms and conditions of the Lease, or to relieve the Tenants from their obligations to observe and perform all of the conditions and covenants contained in the Lease, except as specifically provided herein.

The Lessors hereby warrant and represent to the Assignees that:

- 1) the Lease is a good, valid and subsisting Lease,

- 2) the Rents reserved in the lease have been duly paid by the Tenants up to and including the date hereof,
- 3) there are no existing defaults under the Lease of which the Lessor has knowledge,
- 4) the Lease is in full force and effect and there are no causes of forfeiture of the Lease,
- 5) the Tenants have not surrendered the Lease and have good right to grant an assignment of the Lease,
- 6) the Lessors have not received notice of sub-lease or assignment of the Lease by the Tenants and
- 7) no modifications have been made to the Lease since the Lease was executed.

and the Lessors covenant with the assignees that the Lessors will not enforce the provisions of of the Lease relating to bankruptcy of the Tenants if the Tenants or any indemnifier or Covenantor, become bankrupt or insolvent or file any proposal in Bankruptcy, or if a Receiver is appointed with respect to the estate of the Tenants or any Covenantor or indemnifier of the Tenants and provided that the provisions of the lease related to bankruptcy shall continue to apply with respect to to the Assignees.

The Tenants and the Covenantors (if any), jointly and severally further covenant and agree that notwithstanding the assignment of the Tenants' interest as Tenants in the aforesaid Lease and any modification of the Lease contained in this document, they remain liable for the performance of all covenants under the Lease and guarantee to the Lessors their heirs, executors, administrators, successors and assigns, the payment by the Assignees of the Rent within reserved and the carrying out by the Assignees of all the provisions of the Lease and any renewals thereof. And the Tenants and Covenantors (if any) hereby waive notice of all defaults and consent to all extensions of time, if any, granted or which may be granted by the Lessors.

ACCOUNTS BETWEEN LESSORS AND TENANTS

The Lessors and Tenants represent to the Assignees with the intent that the Assignees shall rely on the information that the accounts between the Lessors and Tenants are as follows:

- 1) Amount of Security Deposit \$1,600.00 prepaid
- 2) Rent up to and including Rent for the month of December, 2005 in the amount of \$1,800.00 per month is prepaid

3387
[Handwritten initials]

- 3) Taxes payable for 2005 are prepaid in full
- 4) Additional costs are paid in full up to and including additional costs for the month of December, 2005.

MODIFICATION AGREEMENT

IN CONSIDERATION OF THE PROMISES, COVENANTS, CONDITIONS AND WARRANTIES HEREINAFTER SET FORTH, THE LESSORS, TENANTS, ASSIGNEES GUARANTORS (IF ANY) AND COVENANTORS (IF ANY) AGREE AS FOLLOWS:

1) The Lease is modified and henceforth further for all purposes shall be modified as follows:

- 1.1) basic rent of \$2,100.00 per month starting July 1, 2006 and ending June 30, 2008.
- 1.2) basic rent of \$2,300.00 per month starting July 1, 2008 and ending June 30, 2010.
- 1.3) basic rent of \$2,500.00 per month starting July 1, 2010 and ending June 30, 2012.
- 1.4) The term of the lease will be extended to June 30, 2012.
- 1.5) Deposit to be increased \$2,600.00 to \$4,200.00.

2) Provided always, and it is hereby agreed, that this Agreement shall, from the date hereof, be read and construed along with the Lease and the Lease shall, together with the terms, covenants and conditions thereof, be and continue to be in full force, virtue and effect save as the same is hereby modified.

3) Except as herein expressly provided, this Agreement shall not prejudice any rights which the Lessors, Tenants and Assignees may have under the Lease, nor as against the Land,

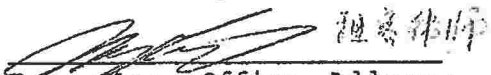
GENERAL

1) This Agreement shall benefit and be binding upon the Parties to the Agreement, their heirs, executors, administrators, successors and assigns.

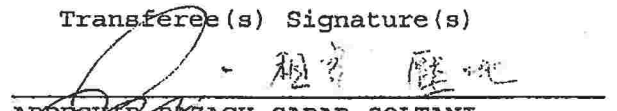
2) In this Agreement references to the nouns and pronouns shall be read with such changes in gender as may be appropriate and, when appropriate, the singular shall mean the plural and the visa versa.

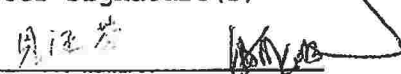
- 3) This assignment of lease may be signed in counterparts.
- 4) The covenants and agreements of:
 - a) the obligations of the Lessors shall be joint and several where there is more than one Lessor,
 - b) the obligations of the Tenants shall be joint and several where there is more than one Tenant
 - c) the obligations of the Assignees shall be joint and several where there is more than one Assignee

IN WITNESS WHEREOF The Lessors, Tenants, Guarantors (if any), Covenantors (if any) and Assignees have executed this Agreement.

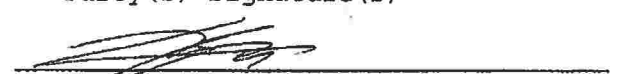

Officer Signature(s) 租務律師

 Type, Name, Office, Address:
HARRY CROSBY
LAWYER
5054 VICTORIA DRIVE
VANCOUVER, B.C. V5P 3T8

Execution Date		
Y	M	D
20	12	13
05		

Transferee(s) Signature(s)

 ARDESHTEH RAZAGH SARAB SOLTANI

Witness
 Officer Signature(s)

 Type, Name, Office, Address:

Execution Date		
Y	M	D
20	12	13
05		

Party(s) Signature(s)

 CHE WING CHAN

 YAT SIN WONG

As to Both Signatures

再降3382合约

MODIFICATION AGREEMENT

In consideration of the promises, covenants, conditions and warranties hereinafter set forth, the Lessors, Tenants, Assignees Guarantors (if any) and covenantors (if any) agree as follows:

Property Address : 3382 Vanness Ave. (Lot 10 Plan LMS992 District Lot 37 N.W.)

- 1) The Lease is modified and henceforth further for all purposes shall be modified as follows:
 - 1.1) Basic rent of \$2,900.00 per month starting July 1, 2012 and ending June 30, 2014.
 - 1.2) Basic rent of \$3,200.00 per month starting July 1, 2014 and ending June 30, 2016.
 - 1.3) Basic rent of \$3,500.00 per month starting July 1, 2016 and ending June 30, 2018.
 - 1.4) The term of the lease will be extended to June 30, 2018.
 - 1.5) Deposit to be increased \$800.00 to 5,800.00.

- 2) Provided always, and it is hereby agreed, that this Agreement shall, from the date hereof, be read and construed along with the Lease and the Lease shall, together with the terms, covenants and conditions thereof, be and continue to be in full force, virtue and effect save as the same is hereby modified.

- 3) Except as herein expressly provided, this Agreement shall not prejudice any rights which the Lessors, Tenants and Assignees may have under the Lease, nor as against the Land,

3382-60... 6x2900=17400

再行修改
2012-7-1


GENERAL

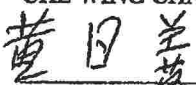
- 1) This Agreement shall benefit and be binding upon the Parties to the Agreement, their heirs, executors, administrators, successors and assigns.
- 2) In this Agreement references to the nouns and pronouns shall be read with such changes in gender as may be appropriate and, when appropriate, the singular shall mean the plural and the visa versa.
- 3) This assignment of lease may be signed in counterparts.
- 4) The covenants and agreements of :
 - a) The obligations of the Lessors shall be joint and several where there is more than one Lessor,
 - b) The obligations of the Tenants shall be joint and several where there is more than one Tenant.
 - c) The obligations of the Assignees shall be joint and several where there is more than one Assignees,

In Witness whereof the Lessors, Tenants, Guarantors (if any), Covenantors (if any) and Assignees have executed this Agreement.

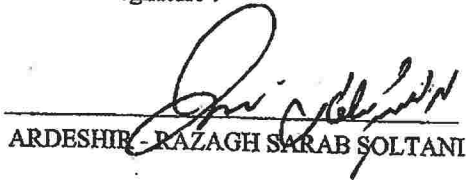
Lessors Signature :

Tenants Signature :



 CHE WING CHAN



 YAT SIN WONG



 ARDESHIR - RAZAGHI SARAB SOLTANI

Witness Signature :

Execution Date :



 (SUK FUNG CHAN)

25 Jun 2012

MODIFICATION AGREEMENT

In consideration of the promises, covenants, conditions and warranties hereinafter set forth, the Lessors, Tenants, Assignees Guarantors (if any) and covenantors (if any) agree as follows:

Property address: 3382 Vanness Ave., Vancouver, B.C. (Lot 10 Plan LMS992 District Lot 37 N.W.)

1) The Lease is modified and henceforth further for all purposes shall be modified as follows:


- 1.1) Base rent of ~~\$3800~~ ³⁷⁰⁰ per month starting July 1, 2018 and ending June 30, 2020 ~~3700~~
- 1.2) Base rent of ~~\$4100~~ ⁴⁰⁰⁰ per month starting July 1, 2020 and ending June 30, 2022 ~~4000~~
- 1.3) Base rent of ~~\$4500~~ ⁴⁴⁰⁰ per month starting July 1, 2022 and ending June 30, 2024 ~~4400~~
- 1.4) The term of the lease will be extended to June 30, 2024
- 1.5) Deposit to be increased ~~\$7400 - \$9000~~
~~\$7400 - \$8800~~

Property Tax, Management Fee, Hydro is extra and reponable to be paid by "Tenants"

2) Provided always, and it is hereby agreed, that this Agreement shall, from the date hereof, be read and construed along with the Lease and the Lease shall, together with the terms, covenants and conditions thereof, be and continue to be in full force, virtue and effect save as the same is hereby modified.


3) Except as herein expressly provided, this Agreement shall not prejudice any rights which the Lessors, Tenants and Assignees may have under the Lease, nor as against the Land.

Lessors Signature :




CHE WING CHAN

Tenants Signature



GHOHAM REZA SOLTANI REZAGH SARAB
09-JUNE-2018

Witness Signature :



KATHY CHAU

Execution Date :


9 Jan. 2018

GENERAL

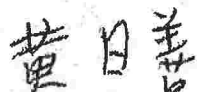
- 1) This Agreement shall benefit and be binding upon the Parties to the Agreement, their heirs, executors, administrators, successors and assigns.
- 2) In this Agreement references to the nouns and pronouns shall be read with such changes in gender as may be appropriate and, when appropriate, the singular shall mean the plural and the visá versa.
- 3) This assignment of lease ~~shall~~ be signed in counterparts.
- 4) The covenants and agreements of :
 - a) The obligations of the Lessors shall be joint and several where there is more than one Lessor.
 - b) The obligations of the Tenants shall be joint and several where there is more than one Tenant.
 - c) The obligations of the Assignees shall be joint and several where there is more than one Assignees.

In Witness whereof the Lessors, Tenants, Guarantors (if any), Covenantors (if any) and Assignees have executed this Agreement.

Lessors Signature :

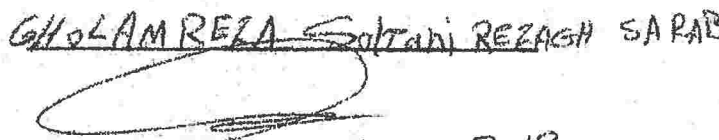


CHE WING CHAN



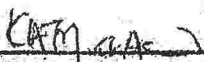
YAT SIN WONG

Tenants Signature :



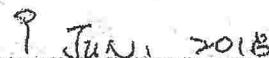
09-JUNE-2018

Witness Signature :



KATHY CHAN

Execution Date :



9 JUN 2018

This is Exhibit " B " referred to in the
Affidavit of Che Wing Chen
sworn (or affirmed) before me at
North Vancouver, B.C.
on the 26 day of November 2021



Commissioner/Notary Public for the
Province of British Columbia



\$1,598,000

**3382 VANNESS AVENUE
Vancouver, British
Columbia V5R5A8**

MLS® Number: C8038389

Description

East Vancouver, strata unit in a commercial/residential concrete building. Close to Joyce Sky Train Station. 966 sq.ft. 24'8" frontage Existing good tenant till end June 2024, average net rent : \$4,260 per month with 3.2% net return. (31264486)

Property Summary

Property Type	Land Size	Built in
Retail	0	1993

**Annual Property
Taxes**
\$5,438.51

Building

Building Features

Floor Space

966 sqft

Land

Other Property Information

Zoning

Description

CD-1

Data provided by: [Real Estate Board Of Greater Vancouver](#) 2433 Spruce Street, Vancouver, British Columbia V6H 4C8



Patsy Hui

☎ 604-275-9787



RE/MAX Westcoast

#110 - 6086 Russ Baker Way
Richmond, British Columbia V7B1B4

☎ 604-273-2828

📞 604-279-8002



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©2021 The Canadian Real Estate Association. All rights reserved. The trademarks REALTOR®, REALTORS® and the REALTOR® logo are controlled by CREA and identify real estate professionals who are members of CREA.

This is Exhibit "C" referred to in the
Affidavit of Che Wing Wang
sworn (or affirmed) before me at
North Vancouver, B.C.
this 26 day of November, 2021.


A Commissioner/Notary Public for the
Province of British Columbia

Schedule 1-A - Interest Schedule - Part 1						Sale Price
						\$ 41,400,000.00
The Strata Corporation does not hold any land and no third party holds land for the Strata Corporation that is not shown on Strata Plan LMS 992.						
Strata Lot No.	PID*	Registered Owner	Postal Address, Unit No.	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Destruction (%)	Share of Gross Sale Proceeds (less wind up costs)
1	018-366-813	FORNING CHAN and KEVIN GAN CHAN	3362 Vanness Ave., Vancouver BC V5R 5A8	921	2.07180%	579,000 \$ 857,727.09 148%
2	018-366-821	SOHAIL MERCHANT and RASHIDA MERCHANT	3364 Vanness Ave., Vancouver BC V5R 5A8	1,040	2.33950%	636,000 \$ 968,551.76 152%
3	018-366-830	PANEE LIMAPICHAT	3366 Vanness Ave., Vancouver BC V5R 5A8	1,040	2.33950%	\$ 968,551.76
4	018-366-848	WILBERT DE ASIS	3368 Vanness Ave., Vancouver BC V5R 5A8	1,040	2.33950%	\$ 968,551.76
5	018-366-856	TUNG CHI TRAN & LE KHANH TRANG HO	5489 Bruce Street Vancouver BC V5P 3M4	1,022	2.29901%	\$ 951,788.37
6	018-366-864	XI RUN ZHU and MAN WEN CHEN	3372 Vanness Ave., Vancouver BC V5R 5A8	1,040	2.33950%	\$ 968,551.76
7	018-366-872	VAN QUANG VU and HOA NGUYEN	3374 Vanness Ave., Vancouver BC V5R 5A8	1,020	2.29451%	577,600 \$ 949,925.77 165%
8	018-366-881	PEGGY TONG	3376 Vanness Ave., Vancouver BC V5R 5A8	921	2.07180%	579,000 \$ 857,727.09 148%
9	018-366-899	KENNETH KWOK YING CHAN and MEI LIN YUEN CHAN	1996 Campbell Ave. Port Coquitlam BC V3C 4T2	526	1.18325%	605,600 \$ 489,869.68 81%
10	018-366-902	CHE WING CHAN and YAT SIN WONG	4738 Bruce Street Vancouver BC V5N 3Z6	725	1.63090%	818,600 \$ 675,192.33 82%
11	018-366-911	0837963 BC LTD	3384 Vanness Ave., Vancouver BC V5R 5A8	743	1.67139%	814,000 \$ 691,955.73 85%
12	018-366-929	CALVIN LOUIE and GRACE LOUIE	5243 Christopher Court Burnaby BC V5H 2K3	561	1.26188%	\$ 522,459.17
13	018-366-937	JASON CHAN	302 - 3380 Vanness Ave., Vancouver BC V5R 6B8	550	1.23723%	\$ 512,214.87
14	018-366-945	KIM TENG TAY and JET FAH CHAI	303 - 3380 Vanness Ave., Vancouver BC V5R 6B8	504	1.13376%	\$ 469,375.08
15	018-366-953	SEAN ANTHONY MCKEE	7348 144 Street Surrey BC V3W 5S5	495	1.11351%	\$ 460,993.39

This is Exhibit "D" referred to in the
Affidavit of Che Wing Chan
sworn (or affirmed) before me at
North Vancouver, B.C.
this 21 day of November 2021.


A Commissioner/Notary Public for the
Province of British Columbia



The information in this report is provided for your information and convenience. If the information has been altered for any reason from the format in which it was originally received verification may be required by BC Assessment. In any case of doubt, the official BC Assessment records shall prevail.

3382 VANNESS AVE VANCOUVER V5R 5A8

Area-Jurisdiction-Roll: 09-200-023-718-303-76-0010



Total value \$818,000

2021 assessment as of July 1, 2020

Previous year value \$818,000

Property information

Year built	1993
Description	Strata General Commercial
Bedrooms	
Baths	
Carpports	
Garages	
Land size	
First floor area	
Second floor area	
Basement finish area	
Strata area	967
Building storeys	1
Gross leasable area	
Net leasable area	
No. of apartment units	

Legal description and parcel ID

Strata Lot 10 Plan LMS992 District Lot 37 Land District 36 UNDIV 894/44454 SHARE IN COM PROP THEREIN TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE
 PID: 018-366-902



Sales history (last 3 full calendar years)



No sales history for the last 3 full calendar years

Manufactured home

Width
 Length
 Total area

Register with BC Assessment

-  Search properties on a map
-  Compare property information and assessment values

-  Store and access favourite properties across devices
-  View recently viewed properties