



This is the 2<sup>nd</sup> Affidavit of D. Lai  
in this case and was made on November 8<sup>th</sup>, 2023.

NO. S217956  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE STRATA PROPERTY ACT, S.B.C. 1998, C.43

and

IN THE MATTER OF THE APPLICATION FOR THE WIND-UP OF THE OWNERS,  
STRATA PLAN LMS 992

**AFFIDAVIT**

I, Derek Lai, chartered professional accountant, of Crowe MacKay & Company Ltd., of 1100 - 1177 West Hastings St., Vancouver B.C., V6E 4T5, SWEAR THAT:

1. I am a Senior Vice President of Crowe MacKay & Company Ltd. (“**Crowe MacKay**”) and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated upon information and belief, and, as to such facts, I verily believe the same to be true.

2. Crowe MacKay’s appointment as the liquidator of The Owners, Strata Plan LMS992 (the “**Strata Corporation**”), also known as Joyce Place (“**Joyce Place**”) was confirmed by Order of Justice Marzari pronounced on October 19, 2022 in these proceedings.

**Life-Safety Issues at Joyce Place**

3. Joyce Place is a mixed-use strata development comprised of fifty-two (52) apartment style strata lots, eight (8) townhouses, and three (3) non-residential strata lots.

4. The Joyce Place building components suffer from numerous deficiencies including, among other things, ongoing water ingress which has caused life-safety and structural concerns, particularly in relation to the townhouses.

5. Since the Court's confirmation of the appointment of Crowe MacKay as liquidator (the "**Liquidator**"), the Liquidator has been actively working alongside, among others, the Joyce Place strata property manager Dwell Property Management ("**Dwell**"), owners, engineers, and contractors to address numerous life-safety issues and concerns relating to both the tower and townhouses. The Liquidator's top priority was and continues to be the health and safety of the residents of Joyce Place as well as the public. Accordingly, the Liquidator has been exercising care and diligence, to the best of its ability given the circumstances, in an effort to mitigate all issues that may present an immediate life-safety risk to the occupants of Joyce Place and the public.

6. The immediate life-safety concerns with respect to the tower have, in our view, now been managed; however, the issues and concerns pertaining to the townhouses are still ongoing. These issues include, among other things, ongoing water ingress, structural issues, concerns surrounding the structural framing in the townhouses and whether these units can safely support load (particularly if snow is permitted to accumulate on the third-floor decks).

7. Further, the Liquidator has faced numerous challenges attending to these life-safety issues as several of the townhouse owners/occupants refuse to provide access to their units in order to address the issues. In view of the immediate risks and concerns for life-safety, the City of Vancouver (the "**City**") District Building Inspector has been notified and they are now undertaking their own investigation. Attending to these various life-safety concerns has resulted in substantial costs including, but not limited to, professional fees, contractor costs and insurance.

8. At or around the time of the Liquidator's appointment, I was made aware that Joyce Place did not have any insurance whatsoever for property or general liability coverage. To the best of my knowledge, the Strata Corporation's previous and only policy was for Commercial General Liability coverage and that policy was permitted to lapse on or about February 5, 2022.

9. I was concerned about the lack of property and liability insurance as this was not only a contravention to the *Strata Property Act* (the “SPA”) but the risks and exposure of the stakeholders to significant liability could have been insurmountable while the property remained uninsured. The Liquidator decided that having insurance is a prudent safeguard against the prospect of a far greater loss to the owners were an insured event to occur and cause catastrophic loss. Due to the overall condition of Joyce Place, the Liquidator had limited options for insurance as many insurers declined to provide a coverage quote. However, the Liquidator was eventually able to obtain limited coverage through the following brokers:

- (a) Commercial General Liability coverage through CapriCMW on December 21, 2022. The premiums were \$140,000 due to the high-risk nature of the condition of Joyce Place, specifically the townhouses. CapriCMW advised that they would not be able to obtain replacement cost/property coverage due to, among other things, the condition of the property. A copy of the CapriCMW declarations pages of the insurance policy is attached to this affidavit and marked as **Exhibit “A”**.
- (b) Property Insurance coverage through HUB International (“HUB”) on March 10, 2023. The premiums were \$168,000 for a 6-month term. The policy included coverage of \$8 million and with a deductible of \$200,000. It also excluded coverage for, among other things, water damage and building collapse due to prior noted issues. Although this policy does not fully comply with the SPA insurance requirements for full replacement value coverage, after discussions with HUB, the Liquidator’s legal counsel, members of the strata council and the property manager, the Liquidator decided it was the most prudent course of action to meet the SPA insurance requirements as closely as the market would allow and to protect the long term interest of the owners as much as possible. This policy was renewed on September 10, 2023 for a further 6 months with a premium of \$160,000. A copy of the declarations pages of the HUB policy is attached to this affidavit and marked **Exhibit “B”**.

10. A summary of the costs related to addressing life-safety issues and insurance incurred to date for Joyce Place is as follows:

	Townhouse	Tower	Insurance	Total
RDH (Engineering)	\$ 18,239.19	\$ 16,455.08	-	\$ 34,694.27
Steelhead Contracting (Contractor)	17,399.56	10,863.30	-	28,262.86
WestYork (Contractor)	-	1,575.00	-	1,575.00
EPS Building Maintenance (Contractor)	-	5,827.50	-	5,827.50
Hub Insurance (Property Insurance)	-	-	328,000.00	328,000.00
CapriCMW (CGL Insurance)	-	-	140,000.00	140,000.00
	<b>\$ 35,638.75</b>	<b>\$ 34,720.88</b>	<b>\$ 468,000.00</b>	<b>\$ 538,359.63</b>

These costs do not include the professional fees of the Liquidator and its legal counsel that have been accruing since the inception of the wind-up.

11. Due to the significant costs incurred to address the life-safety issues and insurance for Joyce Place, there were insufficient funds in the Joyce Place operating and contingency reserve fund to pay these costs. Specifically, there were no ready funds to pay the property insurance premiums. Based on professional advice from a number of parties, the Liquidator determined that the Joyce Place special levy funds (the “**SL Funds**”), originally earmarked for building repairs, could be used to fund the insurance costs. Accordingly, the Liquidator authorized the use of the SL Funds to pay the property insurance premium. A summary of costs paid by the SL Funds for the period of October 2022 to October 2023 is attached to this affidavit and marked as **Exhibit “C”**.

### **Bylaw Prosecution**

12. Joyce Place is currently the subject of an ongoing bylaw prosecution by the City, Provincial Court File Number 38027. In 2019, Joyce Place was the subject of various Unsafe Orders issued by the City regarding “substantial structural decay and rot” in certain locations of the townhouses. As nothing was done to remedy this, the City subsequently charged the Strata Corporation with certain bylaw contraventions.

13. The Strata Corporation plead guilty to those charges. The Strata Corporation was fined and a Provincial Court order was issued on December 1, 2020, ordering the Strata Corporation to apply for the required permits by January 31, 2021, and complete all work required by those permits within 90 days. That work was not done and, in July 2021, the Strata Corporation was charged a second time with failing to comply with the order. On March 9, 2023, the Liquidator, on behalf of the Strata Corporation, plead guilty to this offence. A fine of

\$2,500 was imposed and a Provincial Court order was issued requiring that an application for “required permits to repair the failed structural framing at the north elevation of the premises” be made to the City or “have the premises at the Property demolished, or dispose of the land and building at the Property, on or before December 31, 2023.”

14. Attached to this affidavit and marked as **Exhibit “D”** is a true copy of the order of Judge Jamieson issued March 9, 2023.

15. Based on a report provided to me from the building engineer, RDH Building Science Inc, dated April 30, 2021, the cost to effect the repairs to the townhouses could be in the neighborhood of \$2.265 million and the timelines involved to complete the work could be significant. This estimate does not take into consideration other costs to maintain Joyce Place while the work is underway, which includes professional fees, insurance, relocation costs and others. I understand from representatives of Intracorp Vanness Limited Partnership (“**Intracorp**”), and verily believe, that if the sale to Intracorp completes, the townhouses are to be demolished as part of the redevelopment.

### **The Purchase and Sale Agreement**

16. The Strata Corporation, as vendor, and Intracorp, as purchaser, are parties to a Purchase and Sale Agreement dated January 11, 2021 (the “**PSA**”) for the sale of Joyce Place.

17. Schedule B to the PSA sets out various conditions to the benefit of both Intracorp and the Strata Corporation.

18. Section 2(c) of Schedule B contains a subject condition to the benefit of Intracorp that the City approve a rezoning and redevelopment application in a manner satisfactory to Intracorp including, without limitation, as to the permitted form, uses, and achievable density for the redevelopment of the property on which Joyce Place is situated (the “**Purchaser’s Condition**”).

19. Several provisions in the PSA set out how to determine the date by which Intracorp is required to waive or fulfil the Purchaser’s Condition (the “**Subject Waiver Date**”).

20. Section 3 of Schedule B to the PSA stipulates how Intracorp can exercise its right to unilaterally extend the Subject Waiver Date (the “**Extension Right**”).

**Amendments to the PSA**

21. By way of the following amendments to the PSA, the parties agreed to extend the dates of certain conditions in Schedule B:

- (a) a first amendment dated June 20, 2022, a copy of which is attached to this affidavit and marked as **Exhibit “E”**;
- (b) a second amendment dated August 20, 2022, a copy of which is attached to this affidavit and marked as **Exhibit “F”**; and
- (c) a third amendment dated November 28, 2022 (the “**Third Amendment**”), a copy of which is attached to this affidavit and marked as **Exhibit “G”**.

22. Pursuant to the Third Amendment, the Subject Waiver Date for the Purchaser’s Condition was extended to July 5, 2023, subject to Intracorp’s Extension Right.

23. By Notice of Extension dated June 27, 2023, Intracorp notified the Strata Corporation of its election to exercise its Extension Right to extend the Subject Waiver Date from July 5, 2023, to January 4, 2024. Attached to this affidavit and marked as **Exhibit “H”** is a true copy of the Notice of Extension, dated June 27, 2023.

24. On October 11, 2023, the Liquidator, on behalf of the Strata Corporation, and Intracorp entered into a fourth amendment to the PSA (the “**Fourth Amendment**”) to further extend the Subject Waiver Date from January 4, 2024, until May 8, 2024 (the “**Extension**”). Attached to this affidavit and marked as **Exhibit “I”** is a true copy of the Fourth Amendment.

25. The Fourth Amendment provides, among other things, that:

- (a) within 21 days after entering into the PSA Amendment, the Liquidator will hold an information meeting for the Strata Corporation (the “**Information Meeting**”), for the purpose of providing information to the strata members regarding the Fourth Amendment and extension of the Subject Waiver Date; and

- (b) as soon as reasonably possible following the information meeting, the Liquidator will apply to the Supreme Court for an order approving the PSA Amendment and, in any event, within 45 days after the Information Meeting.

### **The Rezoning Application**

26. Since Joyce Place is located in an area that does not benefit from a higher density designation under the applicable City area plan, Intracorp must make a rezoning application in order to be able to redevelop Joyce Place and to proceed with the sale (the “**Rezoning Application**”).

27. To the best of my knowledge, Intracorp has been actively working with the City with respect to the Rezoning Application. The City issued a letter to Intracorp advising that the application was considered by the Urban Design Panel and provided an estimate that the public hearing for Joyce Place could occur in the first quarter of 2024. This proposed public hearing date pushed the City approval dates beyond the current Subject Waiver Date for the Purchaser’s Condition of January 4, 2024. Attached to this affidavit and marked as **Exhibit “J”** is a true copy of the letter from the City, dated August 11, 2023.

28. Beginning in August 2023, representatives of Intracorp began discussing with me an extension of the PSA.

29. The Joyce Place listing realtor, Hart Buck of Colliers, informed me, and I verily believe, that the extension is necessary due to administrative delays in Intracorp’s Rezoning Application, approval of which is required to fulfil the Purchaser’s Condition. Attached to this affidavit and marked as **Exhibit “K”** is a true copy of a letter, dated October 27, 2023, from Colliers addressed to the Liquidator (the “**Colliers Letter**”).

### **Owner Updates and the Information Meeting**

30. The Liquidator regularly provides updates to Joyce Place owners. These updates are circulated to owners by mail and email. Attached to this affidavit and marked as **Exhibit “L”** is a true copy of a the Liquidator’s letter dated August 25, 2023, advising owners of a variety of issues, including Intracorp’s request for a fourth month extension.

31. I am advised by Lisa Frey, legal counsel for the Liquidator, and verily believe, that:

- (a) At the start of the wind-up process for Joyce Place, Lawson Lundell was provided with a list of current email addresses for all but six of the owners of Joyce Place (the “**Email List**”) by the strata property manager, Dwell;
- (b) The Email List has been used to provide Joyce Place owners with various updates since the appointment of the Liquidator;
- (c) On October 20, 2023, Dwell provided an update of the Email List to Ms. Frey;
- (d) On October 23, 2023, she sent an email to the updated Email List notifying the Joyce Place owners that a virtual information meeting would be held on October 30, 2023 at 7 pm to provide an update on the extension to the PSA. Attached to this affidavit and marked as **Exhibit “M”** is a true copy of Ms. Frey’s email dated October 23, 2023; and
- (e) On October 30, 2023, Ms. Frey sent a second email to the updated Email List reminding Joyce Place owners of the Information Meeting and providing a copy of the Colliers Letter. Attached to this affidavit and marked as **Exhibit “N”** is a true copy of Ms. Frey’s email dated October 30, 2023 (without the attached Colliers Letter).

32. I am advised by Leo Chan of Dwell, that on or about October 30, 2023, he posted to the Dwell secure website maintained for Joyce Place notice of the Information Meeting and connection details for it. Attached to this affidavit and marked as **Exhibit “O”** is a true copy of an email from Mr. Chan containing screen shots of that Dwell webpage.

33. On October 30, 2023, I attended a virtual Information Meeting held for the owners of Joyce Place, commencing at 7:00 pm. The meeting was chaired by Ms. Frey. Also in attendance were Peter Roberts, litigation counsel to the Liquidator, Hart Buck and Jennifer Darling of Colliers, Leo Chan of Dwell, the Joyce Place strata managers, Farouk Babal of Intracorp, and Sophie Perndl of the Pooni Group, consultants with Intracorp. Approximately 35 owners attended the Information Meeting. The Information Meeting lasted about one hour.



34. At the Information Meeting, Mr. Babal and Ms. Perndl gave a slide presentation about Intracorp's development plans for Joyce Place and the efforts to obtain rezoning and development approval from the City (the "**Slide Presentation**"). They presented a probable timeline for the City processing the Rezoning Application, including a likely public hearing in late January 2024. Several owners asked questions that were answered by Mr. Babal and Ms. Perndl. The Intracorp attendees then left the meeting.

35. After the Intracorp representatives left the meeting, I spoke about the reasons for the Fourth Amendment and why I had decided to sign it. Mr. Buck and Ms. Darling spoke of the current market conditions and the likely difficulty and timeline if Joyce Place were to be re-marketed for sale. Mr. Roberts spoke about the court approval application required under the Fourth Amendment and its timing. Several owners asked questions of this group that were answered.

36. I am further advised by Ms. Frey, and verily believe, that on November 5, 2023 she sent an email to the Email List attaching summary notes of the Information Meeting she prepared and attaching the Slide Presentation. Attached to this affidavit and marked as **Exhibit "P"** is a true copy of that email attaching the summary notes of the Information Meeting and the Slide Presentation. I am further advised by Ms. Frey, and verily believe, that on November 6, 2023 this package was mailed by regular mail to the six Joyce Place owners who are not on the Email List.

#### **The Liquidator's Position regarding the Extension**

37. Based on my discussions with Mr. Buck and Ms. Darling of Colliers, I understand and verily believe to be true that they have been working with the Strata Corporation and stakeholders for over six years, and therefore have a deep understanding of the circumstances surrounding the sale of Joyce Place and the wind-up of the Strata Corporation.

38. During our conversations, Colliers cautioned against going back to market and believes the market for development land in Greater Vancouver is currently considerably softer than it has been in the previous few years. Accordingly, Colliers does not see an opportunity for improvement by abandoning the current deal for Joyce Place with Intracorp.

39. Further, Colliers believes the Extension contemplated in the Fourth Amendment will still provide a shorter timeline to completion of the sale process than would be expected from any new purchaser prepared to offer on Joyce Place, which may create significant new due diligence and approval timelines.

40. The Liquidator supports the comments from Colliers and shares its concern with respect to the uncertain timelines involved in finding a new purchaser or renegotiating a new contract with Intracorp, particularly in view of today's softened real estate market.

41. I also consulted with numerous owners, including the strata council members, and did not received any opposition with respect to the Extension. In fact, the owners of the Strata Corporation I spoke with generally appear to be supportive of the Extension.

42. I am aware of three owners that have expressed concerns about the Extension because they have variable rate mortgages with increased interest rates during the Extension period until the sale completion date. Two owners contacted me before the Information Meeting and I am advised by Ms. Frey, and verily believe, that one owner submitted a question in the Information Meeting virtual chat raising the same concerns. The Liquidator's position is that the Extension is a faster route to a sale of Joyce Place than the alternative, and that it is in the best interests of the owners with variable rate mortgages to proceed with the Extension.

43. In my capacity as representative of the Liquidator, I believe that Intracorp has been acting with due care and diligence in satisfying the Purchaser's Condition for rezoning. I understand that Intracorp also recently purchased a neighbouring house in anticipation of the Rezoning Application being approved by the City, which demonstrates their commitment to close on this transaction.

44. The Fourth Amendment provides that Intracorp will pay additional deposits, including a non-refundable payment of \$50,000 defined in the Fourth Amendment as the "Approval Costs Fund" and a further \$300,000 after court approval, half of which (\$150,000) is non-refundable and will not be credited to the PSA purchase price. The liquidator negotiated the \$200,000 non-refundable amount in order to compensate the Strata Corporation for the legal costs of seeking the required court approval of the Fourth Amendment and to pay for a majority

of the insurance costs for Joyce Place during the four-month extension so that the owners were not burdened with these costs.

45. If the Liquidator’s agreement to the Fourth Amendment is not approved, I understand that Intracorp is unlikely to remove its rezoning condition by the current January 4, 2024 deadline and the PSA will not likely proceed. The Liquidator will need to return Joyce Place to market in search of a new purchaser or renegotiate a new contract with Intracorp.

46. Based on the above, the Liquidator executed the Fourth Amendment to allow the Rezoning Application to achieve final adoption by the City before the new Subject Waiver Date of May 4, 2024, as set out in the Extension.

47. I am advised by Ms. Frey, and verily believe, that Lawson Lundell received in trust from Intracorp the “Approval Costs Fund” as that term is defined in the Fourth Amendment.

48. In my view, finding a new purchaser or renegotiating a new contract with Intracorp will prolong the sales process of Joyce Place by far longer than four months. This likely delay will accordingly result in diminished returns for the Joyce Place strata owners, as the Liquidator will be required to continue its administration of the wind-up which includes, among other things, incurring costs to address life-safety concerns, the ongoing payment of high insurance premiums and any other issues that may arise.

49. I swear this Affidavit in support of an application by the Liquidator for an Order confirming and approving the decision to execute the Fourth Amendment.

SWORN BEFORE ME at Vancouver, in the )  
Province of British Columbia, this 8<sup>th</sup> day of )  
November 2023. )

\_\_\_\_\_  
A Commissioner for taking Affidavits for )  
British Columbia. )

**JONATHAN McNAIR**

A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

\_\_\_\_\_  
DEREK LAI



<b>Named Insured</b>	The Owners of Strata Plan LMS992
<b>Mailing Address</b>	c/o 482258 BC Ltd. dba Dwell Property Management 170 – 4311 Viking Way, Richmond BC V6V 2K9
<b>Policy Period</b>	December 20, 2022 to December 20, 2023 12:01 A.M. local time at the postal address of the insured shown above
<b>Location</b>	3378, 3380 (Tower), 3382 and 3388 Vanness Avenue, Vancouver, BC V5R 5A8

### Commercial General Liability

	2022 - 2023 Term
<b>Limits</b>	\$ 2,000,000 Public Liability – any one occurrence \$ 2,000,000 Pollution Liability – any one occurrence \$ 2,000,000 Products Liability – any one occurrence
<b>Deductibles</b>	\$ 25,000
<b>Notable Conditions &amp; Exclusions</b>	Exclusion for bodily injury or property damage (including exclusion of cross liabilities) for strata plan owners  Communicable Disease Exclusion Construction Activities Exclusion Cyber and Data Total Exclusion 60 Day Payment Clause (payment in full required within 45 days)
<b>Insurer</b>	Certain Underwriters as arranged by Price Forbes & Partners Ltd.
<b>Annual Premium</b>	\$ 140,000 (50% minimum & retained, must be paid upon binding)

This is Exhibit "A" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.

\_\_\_\_\_  
A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

**ENHANCED BUSINESS POLICY**

SUBSCRIPTION POLICY

Effected with certain Lloyd's Underwriters and other insurers  
(hereinafter called the Insurer) through Lloyd's approved coverholder  
("the Coverholder")



**Policy No. LL570603**

**Declarations**

**Effective 2023-03-10**

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN - ON TERMS AND CONDITIONS CONTAINED IN THE FORMS INDICATED.  
ANY REFERENCE HEREIN TO THE "COMPANY" SHALL BE CONSTRUED AS THE INSURER.

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**

**PURPOSE OF THIS DOCUMENT**

**New Policy**-The Insurer will provide the insurance described in this Policy in return for the premium paid by the Insured and his compliance with the terms of this insurance.

**THE COVERHOLDER**

**HUB International Insurance Brokers**  
400 - 4350 Still Creek Drive  
Burnaby, British Columbia V5C 0G5

Main: (604) 269-1000  
Web Site: www.myHUBbc.com  
Email: tos.info@hubinternational.com

Fax: (604) 269-1001

**SUB-AGENT OR SUB-BROKER**

**HUB International Insurance Brokers**  
400 - 4350 Still Creek Drive  
Burnaby, British Columbia V5C 0G5

Main: (604) 269-1000  
Web Site: www.myHUBbc.com  
Email: tos.info@hubinternational.com

Fax: (604) 269-1001

**NAMED INSURED AND POSTAL ADDRESS**

**The Owners of Strata Plan LMS 992 – Joyce Place**  
**And As Per Attached Named Insured Schedule**  
1100-1177 West Hastings Street  
Vancouver, British Columbia V6E 4T5

**LOCATION OF RISK**

3378 & 3380 & 3382 & 3384 & 3362 - 3376 Vaness Avenue, Vancouver, British Columbia V5R 5A8

**PERIOD OF INSURANCE**

From March 10, 2023 to September 10, 2023  
(12:01 a.m. standard time at the Postal Address of the Insured)

**FORM OF BUSINESS**

Corporation

**DESCRIPTION OF BUSINESS OPERATIONS**

Strata Condo and Townhouses – Court Ordered Liquidation

This is Exhibit "B" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.  
  
A Commissioner for taking Affidavits within British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and for the Province of British Columbia

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Insurer at the address above. All inquiries and disputes are also to be addressed to this Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

IN WITNESS WHEREOF THIS POLICY HAS BEEN SIGNED, AS AUTHORIZED BY THE INSURERS BY

PER

**Agreement No.**  
**C500142202(24)**  
**B1306C500142202**

**TERM PREMIUM ▶ \$160,000**

**PREMIUM PAYABLE (EXCL. APPL. TAXES) ▶ \$160,000**

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**SUMMARY OF INSURANCE COVERAGE AND TERM PREMIUMS**

TYPE OF COVERAGE	TERM PREMIUM	MINIMUM RETAINED COVERAGE PREMIUM
Property	Incl	Nil
Crime	Incl	Nil
Liability	Incl	Nil
Other	Incl	Nil
<b>Minimum Retained Policy Premium</b>		<b>\$160,000</b>

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

IN WITNESS WHEREOF THIS POLICY HAS BEEN SIGNED, AS AUTHORIZED BY THE INSURERS BY

PER

**Agreement No.**

**C500142202(24)**

**B1306C500142202**

**TERM PREMIUM ▶**

**\$160,000**

**PREMIUM PAYABLE (EXCL. APPL. TAXES) ▶**

**\$160,000**

**ENHANCED BUSINESS POLICY**

SUBSCRIPTION POLICY

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**Policy No. LL570603**

**Declarations**

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**LIST OF SUBSCRIBING COMPANIES**

(SUBJECT TO CONDITIONS IN LSW1554 AND LSW1550)

THE INSURERS AND COVERAGES INSURED	SUM(S) INSURED OR PERCENTAGE(S)	PREMIUM	FLAT CHARGE PREMIUM	AUTHORIZED REPRESENTATIVE
<b>Property</b>				
Lloyd's Underwriters under Agreement No. C500142202(24) B1306C500142202	18.75%	\$30,000		_____
Various Lloyd's Underwriters under the authority of Ambris LLP	15.0%	\$24,000		_____
Effected with certain Lloyd's Underwriters under Agreement No B1306P557142300 – 15% as arranged by Ambris LLP				
Lloyd's Underwriters under Agreement No. C002412204(23) B1306C002412204	12.5%	\$20,000		_____
Lloyd's Underwriters under Agreement No. C502182300(29) B1306C502182300	18.75%	\$30,000		_____
Vailo Insurance Services Ltd.	35.0%	\$56,000		_____
Certain Underwriters at Lloyd's of London under Contract No.2306469, as arranged by Vailo Insurance Services Ltd. – 23%				
Certain Underwriters at Lloyd's of London under Contract No. 2307587, as arranged by Vailo Insurance Services Ltd. – 12%				
<b>Total Property</b>	<b>100.0%</b>	<b>\$160,000</b>		
<b>Crime</b>				
Lloyd's Underwriters under Agreement No. C500142202(24) B1306C500142202	100.0%	Incl		_____
<b>Liability</b>				
Lloyd's Underwriters under Agreement No. C500142202(24) B1306C500142202	100.0%	Incl		_____
<b>Other</b>				
Lloyd's Underwriters under Agreement No. C500142202(24) B1306C500142202	100.0%	Incl		_____
<b>Total Policy Premium</b>		<b>\$160,000</b>		

**ENHANCED BUSINESS POLICY**

SUBSCRIPTION POLICY

Effected with certain Lloyd's Underwriters and other insurers  
(hereinafter called the Insurer) through Lloyd's approved coverholder  
("the Coverholder")



**Policy No. LL570603**

**Declarations**

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**SUBSCRIPTION POLICY**

**LSW1554**

IN CONSIDERATION OF THE INSURED having paid or agreed to pay each of the INSURERS named in the List of Subscribing Companies forming part hereof, or to INSURERS whose names are substituted therefor or added thereto by endorsement, hereinafter called "THE INSURERS", the Premium set against its name in the List of Subscribing Companies (attached hereto),

THE INSURERS SEVERALLY AND NOT JOINTLY agree, each for the Sum(s) Insured or Percentage(s) and for the Coverage(s) Insured set against its name in the List of Subscribing Companies, and subject always to the terms and conditions of this Policy, that if a loss occurs for which insurance is provided by this Policy at any time while it is in force, they will indemnify the INSURED against the loss so caused; the liability of each insurer individually for such loss being limited to that proportion of the loss payable according to the terms and conditions of this Policy which the Sum Insured or the amount corresponding to the Percentage set against its name in the List of Subscribing Companies, or such other sum or percentage as may be substituted therefor by endorsement, bears to the total of the sums insured or of the amounts corresponding to the percentages of the sums insured respectively set out against the coverage concerned on the Declarations page(s).

That as regards each item of property insured which is lost or damaged at any time while this Policy is in force by a peril for which insurance is provided by the terms and conditions of this Policy, the liability of each Insurer individually shall be limited to whichever is the least of:

- (a) that proportion of the actual cash value of the property at the time of the loss, destruction or damage which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual Insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril, or
- (b) that proportion of the interest of THE INSURED in the property which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this policy in respect of that property against that peril, or
- (c) that proportion of the limit of insurance stipulated in respect of the property lost, destroyed or damaged which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril,

Provided however, that where the insurance applies to the property of more than one person or interest THE INSURERS' total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

If this Policy contains a Co-Insurance Clause or a Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this Policy as set out above, no Insurer shall be liable for a greater proportion of any loss or damage to the property insured, than the sum insured by such Insurer bears to:

- (a) that percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- (b) the Guaranteed Amount (Stated Amount) of total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the foregoing shall apply to each item separately.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", "This Company", "we", "us", or "our", reference shall be deemed to be made to each of the Insurers severally.

This policy is made and accepted subject to the foregoing provisions, and to the other provisions, stipulations and conditions contained herein, which are hereby specially referred to and made a part of this Policy, as well as such other provisions, agreements or conditions as may be endorsed hereon or added hereto.



**ENHANCED BUSINESS POLICY**

SUBSCRIPTION POLICY

Effected with certain Lloyd's Underwriters and other insurers  
(hereinafter called the Insurer) through Lloyd's approved coverholder  
("the Coverholder")



**Policy No. LL570603**

**Declarations**

**Effective 2023-03-10**

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN - ON TERMS AND CONDITIONS CONTAINED IN THE FORMS INDICATED.  
ANY REFERENCE HEREIN TO THE "COMPANY" SHALL BE CONSTRUED AS THE INSURER

**IN WITNESS WHEREOF** THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

**LSW1550**

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2.

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.

**ENHANCED BUSINESS POLICY**

SUBSCRIPTION POLICY

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**Policy No. LL570603**

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
<b>Property</b>				
<b>Part I</b>	<b>Property Insured (Named Perils)</b>			
	At Loc 1 (3378 & 3380 & 3382 & 3384 & 3362 - 3376 Vaness Avenue, Vancouver, British Columbia)			
	Property of Every Description	200,000	90%	8,000,000
Endt	Actual Cash Value Endorsement			
Endt	Named Perils Endorsement			
Endt	Named Perils Wording Special Endorsement			
	Earthquake Shock Extension			8,000,000
	Deductible percentage	15%		
	Deductible minimum amount	1,200,000		
Endt	Earthquake Damage Assumption Endorsement			
Endt	Controlled Substances Exclusion			
Endt	Deletion of Accident to an Object Coverage Endorsement			
	Debris removal included up to 10% of sum insured			
<b>Part II</b>	<b>Business Income (Named Perils)</b>			0
<b>Endt</b>	<b>Outbreak Extra Expense Deletion</b>			
	<b>Property Extensions of Coverage</b>			0
<b>Endt</b>	<b>Property Cyber and Data Exclusion</b>			
<b>Endt</b>	<b>Communicable Disease Endorsement</b>			
<b>Crime</b>				
<b>Part VI</b>	<b>Crime</b>			
	Computer Fraud and Funds Transfer Fraud			0
	Broad Form Money & Securites			0
	Credit Card Forgery			0
	Employee Dishonesty - Commercial Blanket Bond			0
	Forgery or Alteration			0
	Money Order & Counterfeit Paper Currency			0
<b>Liability</b>				
<b>Part III</b>	<b>Commercial General Liability</b>			
	This policy provides no Commercial General Liability coverage			0
<b>Part IV</b>	<b>Non-Owned Automobile Liability</b>			0
<b>Part V</b>	<b>Umbrella Liability Insurance</b>			0
<b>Other</b>				
<b>Part VII</b>	<b>Additional Coverages</b>			0

THIS COMMERCIAL INSURANCE POLICY CONSISTS OF THIS (THESE) DECLARATIONS PAGE(S) ALONG WITH THE "GENERAL CONDITIONS" (OR "STATUTORY CONDITIONS"), AS WELL AS ALL COVERAGE WORDINGS, RIDERS OR ENDORSEMENTS THAT ARE ATTACHED HERETO.

**ENHANCED BUSINESS POLICY**

SUBSCRIPTION POLICY

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	LIMIT OF COINS. % INSURANCE
<b>NOTE:</b>	<b>INSURANCE IS PROVIDED ONLY FOR THOSE SECTIONS FOR WHICH A SPECIFIED LIMIT IS INDICATED</b>		
Endt	Notice Concerning Personal Information		
Endt	Lloyd's Underwriters' Code of Consumer Rights & Responsibilities		
Endt	Lloyd's Underwriters' Policyholders' Complaint Protocol		
Endt	Made In Canada Clause		
Endt	Service of Suit Clause		
Endt	Sanction Limitation and Exclusion Clause		
Endt	Several Liability Notice		
Endt	Electronic Date Recognition Exclusion		
Endt	Biological or Chemical Material Exclusion		
Endt	7-Day Premium Payment Condition		
Endt	Named Insured Schedule		
	Additional Agreements and Conditions		
	<b>Term Premium:</b>		<b>\$160,000</b>

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**Policy No. LL570603**

**Declarations**

**Effective 2023-09-10**

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**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**

**PURPOSE OF THIS DOCUMENT**

**Endorsement #1 (Extension)**-Previous declarations, limits of insurance and coverages are now cancelled and replaced or amended as shown herein. Any coverage wordings, riders or endorsements attached hereto will replace the corresponding previous wordings.

**THE COVERHOLDER**

**HUB International Insurance Brokers**  
400 - 4350 Still Creek Drive  
Burnaby, British Columbia V5C 0G5

Main: (604) 269-1000  
Web Site: [www.myHUBbc.com](http://www.myHUBbc.com)  
Email: [tos.info@hubinternational.com](mailto:tos.info@hubinternational.com)

Fax: (604) 269-1001

**SUB-AGENT OR SUB-BROKER**

**HUB International Insurance Brokers**  
400 - 4350 Still Creek Drive  
Burnaby, British Columbia V5C 0G5

Main: (604) 269-1000  
Web Site: [www.myHUBbc.com](http://www.myHUBbc.com)  
Email: [tos.info@hubinternational.com](mailto:tos.info@hubinternational.com)

Fax: (604) 269-1001

**NAMED INSURED AND POSTAL ADDRESS**

**The Owners of Strata Plan LMS 992 – Joyce Place**  
**And As Per Attached Named Insured Schedule**  
1100-1177 West Hastings Street  
Vancouver, British Columbia V6E 4T5

**LOCATION OF RISK**

3378 & 3380 & 3382 & 3384 & 3362 - 3376 Vaness Avenue, Vancouver, British Columbia V5R 5A8

**EFFECTIVE DATE OF THIS ENDORSEMENT**

September 10, 2023

**REASON FOR THIS ENDORSEMENT**

- Endorsement #1:
- To extend the policy from September 10, 2023 to March 10, 2024
  - To increase property deductible from \$200,000 to \$250,000
  - To amend Valio Insurance Services Ltd. contract detail

**PERIOD OF INSURANCE**

From March 10, 2023 to March 10, 2024  
(12:01 a.m. standard time at the Postal Address of the Insured)

**FORM OF BUSINESS**

Corporation

**DESCRIPTION OF BUSINESS OPERATIONS**

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

IN WITNESS WHEREOF THIS POLICY HAS BEEN SIGNED, AS AUTHORIZED BY THE INSURERS BY

PER

**Agreement No.**

**C500142202(24)**  
**B1306C500142202**

**NEW TERM PREMIUM ▶**

**\$152,000**

**PREMIUM PAYABLE (EXCL. APPL. TAXES) ▶**

**\$152,000**

**ENHANCED BUSINESS POLICY**

SUBSCRIPTION POLICY

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("the Coverholder")



**Policy No. LL570603**

**Declarations**

**Effective 2023-09-10**

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**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**

Strata Condo and Townhouses – Court Ordered Liquidation

**SUMMARY OF INSURANCE COVERAGE AND TERM PREMIUMS**

TYPE OF COVERAGE	TERM PREMIUM	MINIMUM RETAINED COVERAGE PREMIUM
Property	\$152,000	Nil
Crime	\$0	Nil
Liability	\$0	Nil
Other	\$0	Nil
<b>Minimum Retained Policy Premium</b>	<b>\$152,000</b>	

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

IN WITNESS WHEREOF THIS POLICY HAS BEEN SIGNED, AS AUTHORIZED BY THE INSURERS BY

PER

**Agreement No.**

**C500142202(24)**

**B1306C500142202**

**NEW TERM PREMIUM ▶**

**\$152,000**

**PREMIUM PAYABLE (EXCL. APPL. TAXES) ▶**

**\$152,000**

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**LIST OF SUBSCRIBING COMPANIES**

(SUBJECT TO CONDITIONS IN LSW1554 AND LSW1550)

THE INSURERS AND COVERAGES INSURED

		<b>ADJUSTMENTS</b>	
	SUM(S) INSURED OR PERCENTAGE(S)	FLAT CHARGE PREMIUM	ADDITIONAL (RETURNED) PREMIUM

**Property**

Lloyd's Underwriters under Agreement No. C500142202(24) B1306C500142202	18.75%		\$28,500
Various Lloyd's Underwriters under the authority of Ambris LLP	15.0%		\$22,800
Effected with certain Lloyd's Underwriters under Agreement No B1306P557142300 - 15% as arranged by Ambris LLP			
Lloyd's Underwriters under Agreement No. C002412204(23) B1306C002412204	12.5%		\$19,000
Lloyd's Underwriters under Agreement No. C502182300(29) B1306C502182300	18.75%		\$28,500
Vailo Insurance Services Ltd.	35.0%		\$53,200
23% Certain Underwriters at Lloyd's of London under Contract No. BA2306469, as arranged by Vailo Insurance Services Ltd.			
12% Certain Underwriters at Lloyd's of London under Contract No. BA2307587, as arranged by Vailo Insurance Services Ltd.			

**Total Property** **100%** **\$152,000**

**Crime**

Lloyd's Underwriters under Agreement No. C500142202(24) B1306C500142202	100.0%		no change
<b>Total Crime</b>	<b>100%</b>		<b>no change</b>

**Liability**

Lloyd's Underwriters under Agreement No. C500142202(24) B1306C500142202	100.0%		no change
<b>Total Liability</b>	<b>100%</b>		<b>no change</b>

**Other**

Lloyd's Underwriters under Agreement No. C500142202(24) B1306C500142202	100.0%		no change
<b>Total Other</b>	<b>100%</b>		<b>no change</b>

**Total Premium** **\$152,000**

**ENHANCED BUSINESS POLICY**

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**Policy No. LL570603**

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**SUBSCRIPTION POLICY**

**LSW1554**

IN CONSIDERATION OF THE INSURED having paid or agreed to pay each of the INSURERS named in the List of Subscribing Companies forming part hereof, or to INSURERS whose names are substituted therefor or added thereto by endorsement, hereinafter called "THE INSURERS", the Premium set against its name in the List of Subscribing Companies (attached hereto),

THE INSURERS SEVERALLY AND NOT JOINTLY agree, each for the Sum(s) Insured or Percentage(s) and for the Coverage(s) Insured set against its name in the List of Subscribing Companies, and subject always to the terms and conditions of this Policy, that if a loss occurs for which insurance is provided by this Policy at any time while it is in force, they will indemnify the INSURED against the loss so caused; the liability of each insurer individually for such loss being limited to that proportion of the loss payable according to the terms and conditions of this Policy which the Sum Insured or the amount corresponding to the Percentage set against its name in the List of Subscribing Companies, or such other sum or percentage as may be substituted therefor by endorsement, bears to the total of the sums insured or of the amounts corresponding to the percentages of the sums insured respectively set out against the coverage concerned on the Declarations page(s).

That as regards each item of property insured which is lost or damaged at any time while this Policy is in force by a peril for which insurance is provided by the terms and conditions of this Policy, the liability of each Insurer individually shall be limited to whichever is the least of:

- (a) that proportion of the actual cash value of the property at the time of the loss, destruction or damage which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual Insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril, or
- (b) that proportion of the interest of THE INSURED in the property which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this policy in respect of that property against that peril, or
- (c) that proportion of the limit of insurance stipulated in respect of the property lost, destroyed or damaged which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril,

Provided however, that where the insurance applies to the property of more than one person or interest THE INSURERS' total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

If this Policy contains a Co-Insurance Clause or a Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this Policy as set out above, no Insurer shall be liable for a greater proportion of any loss or damage to the property insured, than the sum insured by such Insurer bears to:

- (a) that percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- (b) the Guaranteed Amount (Stated Amount) of total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the foregoing shall apply to each item separately.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", "This Company", "we", "us", or "our", reference shall be deemed to be made to each of the Insurers severally.

This policy is made and accepted subject to the foregoing provisions, and to the other provisions, stipulations and conditions contained herein, which are hereby specially referred to and made a part of this Policy, as well as such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

**IN WITNESS WHEREOF** THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

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**LSW1550**

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2.

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.



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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
<b>Property</b>				
<b>Part I</b>	<b>Property Insured (Named Perils)</b>			
	At Loc 1 (3378 & 3380 & 3382 & 3384 & 3362 - 3376 Vaness Avenue, Vancouver, British Columbia)			
	Property of Every Description	250,000	90%	8,000,000
Endt	Actual Cash Value Endorsement			
Endt	Named Perils Endorsement			
Endt	Named Perils Wording Special Endorsement			
	Earthquake Shock Extension			8,000,000
	Deductible percentage	15%		
	Deductible minimum amount	1,200,000		
Endt	Earthquake Damage Assumption Endorsement			
Endt	Controlled Substances Exclusion			
Endt	Deletion of Accident to an Object Coverage Endorsement			
	Debris removal included up to 10% of sum insured			
<b>Part II</b>	<b>Business Income (Named Perils)</b>			0
<b>Endt</b>	<b>Outbreak Extra Expense Deletion</b>			
	<b>Property Extensions of Coverage</b>			0
<b>Endt</b>	<b>Property Cyber and Data Exclusion</b>			
<b>Endt</b>	<b>Communicable Disease Endorsement</b>			
<b>Crime</b>				
<b>Part VI</b>	<b>Crime</b>			
	Computer Fraud and Funds Transfer Fraud			0
	Broad Form Money & Securites			0
	Credit Card Forgery			0
	Employee Dishonesty - Commercial Blanket Bond			0
	Forgery or Alteration			0
	Money Order & Counterfeit Paper Currency			0
<b>Liability</b>				
<b>Part III</b>	<b>Commercial General Liability</b>			
	This policy provides no Commercial General Liability coverage			0
<b>Part IV</b>	<b>Non-Owned Automobile Liability</b>			0
<b>Part V</b>	<b>Umbrella Liability Insurance</b>			0
<b>Other</b>				
<b>Part VII</b>	<b>Additional Coverages</b>			0

THIS COMMERCIAL INSURANCE POLICY CONSISTS OF THIS (THESE) DECLARATIONS PAGE(S) ALONG WITH THE "GENERAL CONDITIONS" (OR "STATUTORY CONDITIONS"), AS WELL AS ALL COVERAGE WORDINGS, RIDERS OR ENDORSEMENTS THAT ARE ATTACHED HERETO.

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
<b>NOTE:</b>	<b>INSURANCE IS PROVIDED ONLY FOR THOSE SECTIONS FOR WHICH A SPECIFIED LIMIT IS INDICATED</b>			
Endt	Notice Concerning Personal Information			
Endt	Lloyd's Underwriters' Code of Consumer Rights & Responsibilities			
Endt	Lloyd's Underwriters' Policyholders' Complaint Protocol			
Endt	Made In Canada Clause			
Endt	Service of Suit Clause			
Endt	Sanction Limitation and Exclusion Clause			
Endt	Several Liability Notice			
Endt	Electronic Date Recognition Exclusion			
Endt	Biological or Chemical Material Exclusion			
Endt	7-Day Premium Payment Condition			
Endt	Named Insured Schedule			
	Additional Agreements and Conditions			

**Term Premium:**

**\$152,000**

C  
**General Ledger**  
 Period = Oct 2022-Oct 2023

Book = Accrual

Property	Property Name	Date	Period	Person/Description Control	Reference	Debit	Credit	Balance	Remarks
<b>3145-3110</b>				<b>Special Levy Fund 3 - Opening Balance</b>				<b>-1,767,038.73</b>	<b>= Beginning Balance</b>
Ims0992	Strata Plan LMS992	12/1/2022	12/2022	closing year end in J-331918	Close Year End	6,065.92	0.00	-1,760,972.81	closing year end in N
				<b>Net Change=6,065.92</b>		<b>6,065.92</b>	<b>0</b>	<b>-1,760,972.81</b>	<b>= Ending Balance =</b>
<b>3145-3130</b>				<b>Special Levy Fund 3 - Interest</b>				<b>-16,940.94</b>	<b>= Beginning Balance</b>
Ims0992	Strata Plan LMS992	10/1/2022	10/2022	Interest J-321863	~mpm	0.00	4,303.96	-21,244.90	Interest 10/22 (0992
Ims0992	Strata Plan LMS992	11/1/2022	11/2022	Interest J-325573	~mpm	0.00	4,914.35	-26,159.25	Interest 11/22 (0992
Ims0992	Strata Plan LMS992	12/1/2022	12/2022	Interest J-330888	~mpm	0.00	6,277.86	-32,437.11	Interest 12/22 (0992
Ims0992	Strata Plan LMS992	12/1/2022	12/2022	closing year end in J-331918	Close Year End	26,159.25	0.00	-6,277.86	closing year end in N
Ims0992	Strata Plan LMS992	1/1/2023	01/2023	Interest J-334285	~mpm	0.00	6,461.10	-12,738.96	Interest 1/23 (0992s
Ims0992	Strata Plan LMS992	2/1/2023	02/2023	Interest J-338195	~mpm	0.00	6,115.12	-18,854.08	Interest 2/23 (0992s
Ims0992	Strata Plan LMS992	3/1/2023	03/2023	Interest J-342729	~mpm	0.00	6,772.12	-25,626.20	Interest 3/23 (0992s
Ims0992	Strata Plan LMS992	4/1/2023	04/2023	Interest J-347436	~mpm	0.00	6,579.82	-32,206.02	Interest 4/23 (0992s
Ims0992	Strata Plan LMS992	5/1/2023	05/2023	Interest J-353902	~mpm	0.00	6,895.93	-39,101.95	Interest 5/23 (0992s
Ims0992	Strata Plan LMS992	6/1/2023	06/2023	Interest J-357186	~mpm	0.00	7,013.19	-46,115.14	Interest 6/23 (0992s
Ims0992	Strata Plan LMS992	7/1/2023	07/2023	Interest J-364612	~mpm	0.00	7,570.20	-53,685.34	Interest 7/23 (0992s
Ims0992	Strata Plan LMS992	8/1/2023	08/2023	Interest J-367648	~mpm	0.00	7,714.36	-61,399.70	Interest 8/23 (0992s
Ims0992	Strata Plan LMS992	9/1/2023	09/2023	Interest J-373136	~mpm	0.00	7,159.36	-68,559.06	Interest 9/23 (0992s
				<b>Net Change=-51,618.12</b>		<b>26,159.25</b>	<b>77,777.37</b>	<b>-68,559.06</b>	<b>= Ending Balance =</b>
<b>3145-3410</b>				<b>Special Levy Fund 3 - Current Year Withdrawals</b>				<b>32,225.17</b>	<b>= Beginning Balance</b>
Ims0992	Strata Plan LMS992	12/1/2022	12/2022	closing year end in J-331918	Close Year End	0.00	32,225.17	0.00	closing year end in N
Ims0992	Strata Plan LMS992	6/7/2023	06/2023	RDH Building Scien P-680718	1058691	6,279.70	0.00	6,279.70	
Ims0992	Strata Plan LMS992	6/7/2023	06/2023	RDH Building Scien P-681101	1058695	4,268.15	0.00	10,547.85	
Ims0992	Strata Plan LMS992	6/28/2020	07/2023	Steelhead Contract P-690259	15590-1	6,536.25	0.00	17,084.10	
Ims0992	Strata Plan LMS992	6/19/2023	08/2023	West York Developi P-700277	2317	1,575.00	0.00	18,659.10	RDH Investigation
Ims0992	Strata Plan LMS992	7/12/2023	08/2023	RDH Building Scien P-694581	1059282-1	3,419.77	0.00	22,078.87	Wine down
Ims0992	Strata Plan LMS992	8/10/2023	08/2023	RDH Building Scien P-696002	1059786	10,175.58	0.00	32,254.45	Engineering Review
Ims0992	Strata Plan LMS992	8/29/2023	08/2023	HUB International IP-701041	3173256	160,000.00	0.00	192,254.45	03/10/2023 to 03/10,
Ims0992	Strata Plan LMS992	8/30/2023	08/2023	EPS Building Mainte P-700984	23228	777.00	0.00	193,031.45	TH Inspection by RDH
Ims0992	Strata Plan LMS992	8/31/2023	09/2023	Steelhead Contract P-701603	15771	10,863.30	0.00	203,894.75	TH repair as per City.
				<b>Net Change=171,669.58</b>		<b>203,894.75</b>	<b>32,225.17</b>	<b>203,894.75</b>	<b>= Ending Balance =</b>
						<b>236,119.92</b>	<b>110,002.54</b>		

This is Exhibit "C" referred to in the 2nd  
 affidavit of Derek Lai affirmed before me at  
 Vancouver, November 8<sup>th</sup>, 2023.  
  
 \_\_\_\_\_  
 A Commissioner for taking Affidavits within  
 British Columbia.

**JONATHAN McNAIR**  
 A Commissioner for Oaths in and  
 for the Province of British Columbia  
 Expiry date: June 30, 2024

This is Exhibit "D" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.

---

A Commissioner for taking Affidavits within British Columbia.

**JONATHAN McNAIR**  
 A Commissioner for Oaths in and for the Province of British Columbia  
 Court File No. 38027  
 Expiry date: June 30, 2024  
 Provincial Court  
 ROBSON SQUARE REGISTRY

**IN THE PROVINCIAL COURT OF BRITISH COLUMBIA**

BETWEEN:

REX  
 (CITY OF VANCOUVER)



AND:


THE OWNERS STRATA PLAN LMS992

**ORDER**

BEFORE THE HONOURABLE ) THURSDAY, THE 9<sup>TH</sup> DAY  
 )  
 JUDGE JAMIESON ) OF MARCH, 2023

THE OWNERS STRATA PLAN LMS992, being the owner of land and building at 3362 Vaness Avenue, Vancouver, British Columbia (the "Property"), having pled guilty to one (1) count of failing to comply with the order of Judicial Justice Schwartz dated December 1, 2020, by failing to submit a complete application for any required permits to repair the failed structural framing at the north elevation of the premises, on or before January 31, 2021, contrary to Section 333C(3) *Vancouver Charter* and Section 5 *Offence Act*;

THIS COURT ORDERS, pursuant to s.333C of the *Vancouver Charter*, that Crowe MacKay & Company Ltd., court appointed liquidator for THE OWNERS STRATA PLAN LMS992, must submit a complete application for any required permits to repair the failed structural framing at the north elevation of the

Certified to be a true copy of the Original document.  
  
 APR 06 2023  
 Clerk of the Provincial Court

premises, or have the premises at the Property demolished, or dispose of the land and building at the Property, on or before December 31, 2023.

THIS COURT FURTHER ORDERS that leave is granted to Crowe MacKay & Company Ltd., court appointed liquidator for THE OWNERS STRATA PLAN LMS992, to apply for an extension of time to the deadline herein.



The Honourable Judge Jamieson

Approved as to form:



David B. Clements  
Counsel for the City of Vancouver



Peter J. Roberts, K.C.  
Counsel for Crowe MacKay & Company Ltd., court appointed liquidator for THE OWNERS STRATA PLAN LMS992

Certified to be a true copy of the  
Original document



APR 06 2023

Clerk of the Provincial Court

## AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated as of June 20, 2022

**BETWEEN:**

**INTRACORP VANNESS LIMITED PARTNERSHIP**

(the "**Purchaser**")

**AND:**

**THE OWNERS, STRATA PLAN LMS992**

(the "**Vendor**")

**WHEREAS:**

- A. The Vendor and the Purchaser are parties to a purchase and sale agreement dated January 11, 2021 (the "**Purchase Agreement**") between the Vendor and Intracorp Acquisition Co. Ltd. (the "**Assignor**"), as assigned by the Assignor to the Purchaser, with respect to the purchase and sale of those certain lands and premises located at 3362, 3364, 3366, 3368, 3370, 3372, 3374, 3376, 3378, 3380, 3382 and 3384 Vanness Avenue, Vancouver, British Columbia and legally described in Schedule A attached hereto; and
- B. The parties have agreed to amend the Purchase Agreement as contemplated herein.

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

1. **Capitalized Terms.** Each capitalized term used herein which is defined in the Purchase Agreement and not otherwise defined herein will have the meaning given to it in the Purchase Agreement.
2. **Amendments.** The Vendor and the Purchaser hereby agree that, effective as of the date of this Agreement, the Purchase Agreement is hereby amended as follows:
  - (a) by deleting subsection 1(i) of the Purchase Agreement [*Purchaser's Court Confirmation Condition Waiver Date*] and replacing it with the following:

“(i) **Purchaser’s Court Confirmation Condition Waiver Date** September 8, 2022”; and

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

This is Exhibit "E" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.

A Commissioner for taking Affidavits within  
British Columbia.

(b) by deleting subsection 1(l) of the Purchase Agreement [*Vendor's Third Condition Waiver Date*] and replacing it with the following:

“(l) **Vendor’s Third  
Condition Waiver  
Date** September 8, 2022”.

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

***[signature page follows]***

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

**By the Purchaser:**

**By the Vendor:**

**INTRACORP VANNESS LIMITED  
PARTNERSHIP, by its general partner,  
INTRACORP VANNESS GP LTD.**

**THE OWNERS, STRATA PLAN LMS992**

By: \_\_\_\_\_  
Authorized Signatory

By:  \_\_\_\_\_  
Name:  
Strata Council Member

By: Brian Yan Muk  
\_\_\_\_\_  
Name:  
Strata Council Member



**SCHEDULE A**  
**THE PROPERTY**

Strata Lots 1 to 63 (inclusive)  
District Lot 37  
Strata Plan LMS992  
together with an interest in the Common Property in proportion to the Unit Entitlement of the  
Strata Lot as shown on Form 1

- and -

The Common Property of Strata Plan LMS992

## AMENDMENT TO PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** is dated as of August 20, 2022

**BETWEEN:**

**INTRACORP VANNESS LIMITED PARTNERSHIP**

(the "**Purchaser**")

**AND:**

**THE OWNERS, STRATA PLAN LMS992**

(the "**Vendor**")

**WHEREAS:**

- A. The Vendor and the Purchaser are parties to a purchase and sale agreement dated January 11, 2021 between the Vendor and Intracorp Acquisition Co. Ltd. (the "**Assignor**") as assigned by the Assignor to the Purchaser and as amended by an amendment to purchase and sale agreement dated as of June 20, 2022 (collectively, the "**Purchase Agreement**") with respect to the purchase and sale of those certain lands and premises located at 3362, 3364, 3366, 3368, 3370, 3372, 3374, 3376, 3378, 3380, 3382 and 3384 Vanness Avenue, Vancouver, British Columbia and legally described in Schedule A attached hereto; and
- B. The parties have agreed to amend the Purchase Agreement as contemplated herein.

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

1. **Capitalized Terms.** Each capitalized term used herein which is defined in the Purchase Agreement and not otherwise defined herein will have the meaning given to it in the Purchase Agreement.
2. **Amendments.** The Vendor and the Purchaser hereby agree that, effective as of the date of this Agreement, the Purchase Agreement is hereby amended as follows:
  - (a) by deleting subsection 1(i) of the Purchase Agreement [*Purchaser's Court Confirmation Condition Waiver Date*] and replacing it with the following:

“(i) **Purchaser's Court Confirmation Condition Waiver Date** December 1, 2022”; and

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

{252467-503601-02172024;2}

This is Exhibit "F" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.

A Commissioner for taking Affidavits within  
British Columbia.

(b) by deleting subsection 1(l) of the Purchase Agreement [*Vendor's Third Condition Waiver Date*] and replacing it with the following:

“(l) **Vendor’s Third  
Condition Waiver  
Date** December 1, 2022”.

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

***[signature page follows]***

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

**By the Purchaser:**

**INTRACORP VANNESS LIMITED  
PARTNERSHIP**, by its general partner,  
**INTRACORP VANNESS GP LTD.**

By: \_\_\_\_\_  
Authorized Signatory 

**By the Vendor:**

**THE OWNERS, STRATA PLAN LMS992**

By: \_\_\_\_\_  
Name: Brian Yan Muk  
Strata Council Member 

By: \_\_\_\_\_  
Name:  
Strata Council Member 

**SCHEDULE A**  
**THE PROPERTY**

Strata Lots 1 to 63 (inclusive)

District Lot 37

Strata Plan LMS992

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

- and -

The Common Property of Strata Plan LMS992

This is Exhibit "G" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.

\_\_\_\_\_  
A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

**AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** is dated as of November 28, 2022

**BETWEEN:**

**INTRACORP VANNESS LIMITED PARTNERSHIP**

(the "Purchaser")

**AND:**

**CROWE MACKAY & COMPANY LTD.,  
COURT APPROVED LIQUIDATOR, FOR THE OWNERS  
STRATA PLAN LMS992 and not in its personal capacity**

(the "Vendor")

**WHEREAS:**

- A. The Vendor and the Purchaser are parties to a purchase and sale agreement dated January 11, 2021 between the Vendor and Intracorp Acquisition Co. Ltd. (the "Assignor") as assigned by the Assignor to the Purchaser and as amended by an amendment to purchase and sale agreement dated as of June 20, 2022 and an amendment to purchase and sale agreement dated as of August 20, 2022 (collectively, the "Purchase Agreement") with respect to the purchase and sale of those certain lands and premises located at 3362, 3364, 3366, 3368, 3370, 3372, 3374, 3376, 3378, 3380, 3382 and 3384 Vanness Avenue, Vancouver, British Columbia and legally described in Schedule A attached hereto; and
- B. The parties have agreed to amend the Purchase Agreement as contemplated herein.

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

1. **Capitalized Terms.** Each capitalized term used herein which is defined in the Purchase Agreement and not otherwise defined herein will have the meaning given to it in the Purchase Agreement.
2. **Amendments.** The Vendor and the Purchaser hereby agree that, effective as of the date of this Agreement, the Purchase Agreement is hereby amended as follows:
  - (a) by deleting subsection 1(i) of the Purchase Agreement [*Purchaser's Court Confirmation Condition Waiver Date*] and replacing it with the following:
 

"(i) **Purchaser's Court Confirmation Condition Waiver** July 5, 2023";

**Date**

- (b) by deleting subsection 1(j) of the Purchase Agreement [*Purchaser's Second Condition Waiver Date*] and replacing it with the following:

"(j) **Purchaser's Second Condition Waiver Date** July 5, 2023, subject to extension in accordance with section 3 of Schedule B"; and

- (c) by deleting subsection 1(l) of the Purchase Agreement [*Vendor's Third Condition Waiver Date*] and replacing it with the following:

"(l) **Vendor's Third Condition Waiver Date** July 5, 2023".

3. **Additional Deposit.**

- (a) Within five (5) business days after both the Vendor and the Purchaser execute and deliver this Agreement, the Purchaser will pay a deposit of \$30,000 (the "**Additional Deposit**") to the Vendor as a non-refundable deposit (except in the event of a default by the Vendor of its obligations under the Purchase Agreement). For greater certainty, without limiting the manner in which the Purchaser may pay the Additional Deposit, the Purchaser may pay the Additional Deposit by delivering a cheque for the Additional Deposit, payable to the Vendor, to the Vancouver office of the Liquidator's solicitors, Lawson Lundell LLP.
- (b) The Additional Deposit will be applicable to the Purchase Price and forms part of the "Deposit" under the Purchase Agreement. For greater certainty, all provisions in the Purchase Agreement which relate to the Deposit (including, without limitation, the provisions in subsections 3(b) and 3(e) of the Purchase Agreement) will apply to the Additional Deposit.

4. **Time of the Essence.** Time is of the essence of the Purchase Agreement, as amended by this Agreement.

5. **Interpretation.** This Agreement will, from the date of this Agreement, be read and construed together with the Purchase Agreement and be treated as part thereof, and the Purchase Agreement, as amended by this Agreement, will continue in full force and effect, binding upon the parties, in accordance with the terms thereof and hereof.

6. **Conflict.** In the case of any conflict between the terms and conditions of the Purchase Agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement will prevail.

7. **Further Assurances.** Each party will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to carry out or better evidence or perfect the full intent and meaning of this Agreement.



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

***[signature page follows]***

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

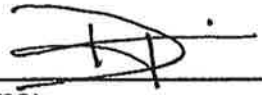
**By the Purchaser:**

**By the Vendor:**

**INTRACORP VANNESS LIMITED PARTNERSHIP, by its general partner, INTRACORP VANNESS GP LTD.**

**CROWE MACKAY & COMPANY LTD., COURT APPROVED LIQUIDATOR, FOR THE OWNERS STRATA PLAN LMS992 and not in its personal capacity**

By:  \_\_\_\_\_  
Authorized Signatory

By:  \_\_\_\_\_  
Name: DEREK LAI, CPA, CMA, CIRP, LT, CFE

**SCHEDULE A**  
**THE PROPERTY**

Strata Lots 1 to 63 (inclusive)  
District Lot 37  
Strata Plan LMS992  
together with an interest in the Common Property in proportion to the Unit Entitlement of the  
Strata Lot as shown on Form 1

- and -

The Common Property of Strata Plan LMS992

**NOTICE OF EXTENSION**

**TO:** THE OWNERS, STRATA PLAN LMS992 (the "Vendor")

**FROM:** INTRACORP VANNESS LIMITED PARTNERSHIP (the "Purchaser")

**RE:** Purchase and Sale Agreement dated January 11, 2021 as amended from time to time (collectively, the "**Purchase Agreement**") between the Vendor and Intracorp Acquisition Co. Ltd. (the "**Assignor**"), as assigned by the Assignor to the Purchaser, with respect to the purchase and sale of the property located at 3362, 3364, 3366, 3368, 3370, 3372, 3374, 3376, 3378, 3380, 3382 and 3384 Vanness Avenue, Vancouver, British Columbia and legally described as Strata Lots 1 to 63 (inclusive), District Lot 37, Strata Plan LMS992 and the Common Property of Strata Plan LMS992


The Purchaser hereby gives notice to the Vendor that the Purchaser hereby exercises its right set out in section 3 of Schedule B to the Purchase Agreement to extend the Purchaser's Second Condition Waiver Date under the Purchase Agreement from July 5, 2023 to **January 4, 2024**.

Capitalized terms used in this Notice which are not defined herein will have the meaning ascribed thereto in the Purchase Agreement. Delivery of an executed copy of this Notice by electronic transmission will be as effective as personal delivery of an originally executed copy of this Notice.

**DATED** as of June 27, 2023.

**INTRACORP VANNESS LIMITED PARTNERSHIP,**  
by its general partner,  
**INTRACORP VANNESS GP LTD.**

By:

  
\_\_\_\_\_  
Authorized Signatory

<p>This is Exhibit "<b>H</b>" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November <u>8<sup>th</sup></u>, 2023.</p> <p>_____ A Commissioner for taking Affidavits within British Columbia.</p>
---

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

**AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** is dated as of October 11, 2023

**BETWEEN:**

**INTRACORP VANNESS LIMITED PARTNERSHIP**

(the "**Purchaser**")

**AND:**

**THE OWNERS, STRATA PLAN LMS992**

(the "**Vendor**")

**WHEREAS:**

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

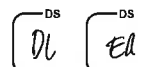
This is Exhibit "I" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.  
  
A Commissioner for taking Affidavits within British Columbia.

- A. The Vendor and the Purchaser are parties to a purchase and sale agreement dated January 11, 2021 between the Vendor and Intracorp Acquisition Co. Ltd. (the "**Assignor**") as assigned by the Assignor to the Purchaser and as amended by an amendment to purchase and sale agreement dated as of June 20, 2022, an amendment to purchase and sale agreement dated as of August 20, 2022 and an amendment to purchase and sale agreement dated as of November 28, 2022 (collectively, the "**Purchase Agreement**") with respect to the purchase and sale of those certain lands and premises located at 3362, 3364, 3366, 3368, 3370, 3372, 3374, 3376, 3378, 3380, 3382 and 3384 Vanness Avenue, Vancouver, British Columbia and legally described in Schedule A attached hereto;
- B. The parties wish to extend the Purchaser's Second Condition Waiver Date under the Purchase Agreement from the Current Waiver Date to the Extended Waiver Date; and
- C. To give effect to the foregoing, the parties have agreed to enter into this Agreement and to amend the Purchase Agreement as contemplated herein.

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

1. **Defined Terms.**

- (a) Each capitalized term used herein which is defined in the Purchase Agreement and not otherwise defined herein will have the meaning given to it in the Purchase Agreement.
- (b) In this Agreement, the following terms have the following meanings:
  - (i) "**Approval Costs**" means reasonable legal fees incurred by the Liquidator, and the reasonable fees charged by the Liquidator for its



services, that are directly related to either: (A) holding the Information Meeting in accordance with this Agreement; or (B) making the application to Supreme Court for approval of the Proposed Extension in accordance with this Agreement;

- (ii) **"Approval Costs Fund"** means the sum of \$50,000 to be paid to the Liquidator's solicitor pursuant to subsection 3(a) of this Agreement;
- (iii) **"Approval Notice"** has the meaning set out in subsection 2(c);
- (iv) **"Current Waiver Date"** means January 4, 2024;
- (v) **"Execution Date"** means the date this Agreement is executed and delivered by the Vendor and the Purchaser;
- (vi) **"Extended Waiver Date"** means May 8, 2024;
- (vii) **"Extension Costs"** means costs incurred by the Vendor for the period of four months from the Current Waiver Date to the Extended Waiver Date including but not limited to insurance costs;
- (viii) **"Extension Fee"** means the sum of \$300,000;
- (ix) **"Extension Fee Deposit"** has the meaning set out in subsection 4(c);
- (x) **"Information Meeting"** has the meaning set out in subsection 2(a);
- (xi) **"Proposed Extension"** means the extension contemplated herein of the Purchaser's Second Condition Waiver Date under the Purchase Agreement from the Current Waiver Date to the Extended Waiver Date; and
- (xii) **"SGM"** means a special general meeting of the Strata Corporation.

## 2. **Proposed Extension.**

- (a) Within 21 days after the Execution Date, the Liquidator will hold an information meeting for the Owners (the **"Information Meeting"**). The Information Meeting will be held for the purpose of providing information to the Owners regarding the Proposed Extension. The Purchaser may attend the Information Meeting in order to provide information to the Owners with respect to the Proposed Extension.
- (b) As soon as reasonably possible following the Information Meeting, the Liquidator will apply to the Supreme Court for an order approving the Proposed Extension. The Liquidator will make commercially reasonable efforts, and take all commercially reasonable steps within its control, to obtain such order within 45 days after the Information Meeting.
- (c) If the Supreme Court orders that the Proposed Extension is approved and effective (and, for greater certainty, the Supreme Court does not make the

approval or effectiveness of the Proposed Extension subject to the approval of the Owners at an SGM), then:

- (i) the parties hereby agree that, upon the Supreme Court making such order, the Purchase Agreement is hereby amended by extending the Purchaser's Second Condition Waiver Date under the Purchase Agreement from the Current Waiver Date to the Extended Waiver Date, without the need for any further documentation to be signed by the parties hereto;
  - (ii) forthwith after the Supreme Court making such order, the Liquidator will give written notice (in this subsection 2(c), the "**Approval Notice**") to the Purchaser confirming that the Purchaser's Second Condition Waiver Date is extended to the Extended Waiver Date, and including a copy of the Supreme Court's order; and
  - (iii) within three business days after receipt by the Purchaser of the Approval Notice, the Purchaser will pay the Extension Fee to the Liquidator's solicitor, in trust, to be dealt with in accordance with section 4 of this Agreement.
- (d) For greater certainty, if the Supreme Court rejects the Proposed Extension, then:
- (i) the Purchaser's Second Condition Waiver Date under the Purchase Agreement will not be extended and will continue to be the Current Waiver Date; and
  - (ii) the Extension Fee will not be payable to the Liquidator.
- (e) For greater certainty, if the Purchase Agreement is not amended pursuant to paragraph 2(c)(i) on or before the Current Waiver Date, then the Purchaser's Second Condition Waiver Date under the Purchase Agreement will not be extended and will continue to be the Current Waiver Date and, notwithstanding anything to the contrary contained herein, the Extension Fee will not be payable to the Liquidator.

### 3. **Approval Costs Fund.**

- (a) Within 5 business days after the Execution Date, the Purchaser will pay the Approval Costs Fund to the Liquidator's solicitor, in trust.
- (b) The Approval Costs Fund shall be non-refundable upon payment and shall not be applicable to the Purchase Price, and upon payment may be released to the Liquidator to pay the Approval Costs.
- (c) For greater certainty, the Purchaser is not required to pay any amount on account of Approval Costs other than the payment of the Approval Costs Fund to the Liquidator's solicitor pursuant to subsection 3(a).

4. **Extension Fee.**

- (a) If the Extension Fee is payable hereunder pursuant to paragraph 2(c)(iii), then, upon receipt of the Extension Fee by the Liquidator's solicitor, the Extension Fee will be held in trust by the Liquidator's solicitor and dealt with as contemplated in this section 4.
- (b) Fifty percent (50%) of the Extension Fee (\$150,000) shall be non-refundable upon payment and shall not be applicable to the Purchase Price and upon payment may be released to the Liquidator to pay Extension Costs.
- (c) The other fifty percent (50%) of the Extension Fee (\$150,000) is referred to herein as the "**Extension Fee Deposit**".
- (d) The Liquidator's solicitor will hold the Extension Fee Deposit in trust following the release of funds pursuant to subsection 4(b) to the Liquidator and will deal with the Extension Fee Deposit as follows:
  - (i) if the Purchaser's Second Condition is waived or declared satisfied by the Purchaser in writing in accordance with the Purchase Agreement within the time specified therein, then the Extension Fee Deposit will be applicable to the Purchase Price and will form part of the "Deposit" under the Purchase Agreement. For greater certainty, in such case, all provisions in the Purchase Agreement which relate to the Deposit (including, without limitation, the provisions in subsections 3(b) and 3(e) of the Purchase Agreement) will apply to the Extension Fee Deposit; or
  - (ii) if the Purchaser's Second Condition is not waived or declared satisfied by the Purchaser in writing in accordance with the Purchase Agreement within the time specified therein, then the Liquidator's solicitor will forthwith release the Extension Fee Deposit to the Purchaser.
- (e) For greater certainty, the Purchaser is not required to pay any amount on account of Extension Costs other than the payment of the Extension Fee pursuant to paragraph 2(c)(iii) (if it is payable thereunder).

5. **Court Materials.** The Liquidator will forthwith provide to the Purchaser copies of any and all applications, submissions, materials, notices, orders and documents given to the Supreme Court, the Owners or the Vendor, or received from the Supreme Court, regarding the Proposed Extension, and will give the Purchaser reasonable advance notice of any hearings or other court appearances relating to the Proposed Extension.

6. **Payments by Purchaser.** To the extent that any amount is payable by the Purchaser to the Vendor or the Liquidator hereunder, the Purchaser may, without limiting the manner in which the Purchaser may pay such amount, pay such amount by delivering a cheque for such amount to the Vancouver office of the Liquidator's solicitor, Lawson Lundell LLP, made payable to Lawson Lundell LLP, in trust.

7. **Liquidator.** For greater certainty, the Liquidator (being Crowe Mackay & Company Ltd.) will execute and deliver this Agreement on behalf of the Vendor (and not in the Liquidator's personal capacity) and any covenants or obligations of the Vendor or the



Liquidator hereunder will be binding upon the Vendor and binding upon the Liquidator in its capacity as the liquidator for the Vendor (and not in the Liquidator's personal capacity).

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

***[signature page follows]***

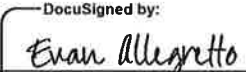
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**By the Purchaser:**

**By the Vendor:**

**INTRACORP VANNESS LIMITED PARTNERSHIP**, by its general partner, **INTRACORP VANNESS GP LTD.**

**THE OWNERS, STRATA PLAN LMS992**

By:    
 \_\_\_\_\_   
 Authorized Signatory

By:    
 \_\_\_\_\_   
 Name: Derek Lai   
 Crowe Mackay & Company Ltd.   
 Court Appointed Liquidator   
 of The Owners, Strata Plan

**SCHEDULE A**  
**THE PROPERTY**

Strata Lots 1 to 63 (inclusive)  
District Lot 37  
Strata Plan LMS992  
together with an interest in the Common Property in proportion to the Unit Entitlement of the  
Strata Lot as shown on Form 1

- and -

The Common Property of Strata Plan LMS992

August 11, 2023

Evan Allegretto  
Intracorp Homes  
600-550 Burrard Street  
Vancouver, BC, V6C 2B5

Dear Evan:

**RE: Rezoning Application – 3362-3384 Vanness Avenue and 3347 Clive Avenue**

This letter is in response to your request for an anticipated public hearing date for the application located at 3362-3384 Vanness Avenue and 3347 Clive Avenue. This application was recently considered by the Urban Design Panel in July 2023; staff and the applicant are currently reviewing this feedback for consideration.

Understanding departmental reviews are ongoing, staff estimate a referral to public hearing is possible in the first quarter of 2024. This target is pending receipt and the applicant's acceptance of all rezoning conditions, including agreement on the CAC. We look forward to working collaboratively with your team in order for Council's timely consideration of this application at a Public Hearing.

Sincerely,



Theresa O'Donnell  
General Manager, Planning, Urban Design and Sustainability

604.673.8434 | [theresa.o'donnell@vancouver.ca](mailto:theresa.o'donnell@vancouver.ca)

cc: Yardley McNeill, Director, Rezoning Centre  
Casey Peters, Assistant Director, Rezoning Centre  
Nick Danford, Rezoning Planner, Rezoning Centre

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

This is Exhibit "J" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8th, 2023.

A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
 A Commissioner for Oaths in and  
 for the Province of British Columbia  
 Expiry date: June 30, 2024

October 27, 2023

Crowe MacKay & Company Ltd.  
 Attn: Derek Lai  
 1100 - 1177 West Hastings Street  
 Vancouver, BC V6E 4T5

**Re: Purchaser Subject Removal Extension**

This is Exhibit "K" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.

A Commissioner for taking Affidavits within  
 British Columbia.

Dear Mr. Derek Lai,

Colliers was formally engaged by the owners of Joyce Place, Strata Plan LMS 992, in July 2017 to represent the strata corporation in the wind-up and sale of the 64 unit property located at 3380 Vanness Ave, Vancouver (the "Property").

Since our engagement, over six years ago, we have work collaboratively with the strata corporation and stakeholders to ensure the best possible outcome for our clients as evidenced by the current purchase and sale contract with Intracorp (the "Purchaser"). As the Property does not benefit from a higher density designation under the Joyce Collingwood area plan, a rezoning application is required by the Purchaser to proceed with the sale. Due to delays in the approval process and final adoption, also referred to as third reading, of the rezoning application, the Purchaser is seeking a four month extension from the current January 4, 2024 final subject removal date to May 4, 2024.

Colliers has been asked to offer an opinion as to what alternatives might exist for the strata corporation if the extension is not approved. In this scenario, we would be required to go back to the market in search of a new purchaser prepared to offer better terms and conditions than what is currently being offered under the proposed extended deal structure from Intracorp. Colliers is of the view that the current contract in place with the Purchaser should not be abandoned and we caution against going back to the market. The market for development land in Greater Vancouver is currently considerably softer than it has been in the previous few years and accordingly, we do not see an opportunity for improvement by abandoning the current deal with Intracorp. Additionally, the four month extension contemplated will still provide a shorter timeline to completion of the sale process than would be expected from any new purchaser prepared to offer on the Property, creating significant new due diligence and approval timelines.

In conclusion, Colliers strongly recommends that the four month extension be granted to Intracorp to allow the current rezoning application to achieve final adoption before the new May 4, 2024 final subject removal date.

Please contact us with any questions.

Sincerely,



Hart Buck  
 Vice President



Jennifer Darling  
 Senior Associate



**Crowe MacKay & Company Ltd.**

Licensed Insolvency Trustee

Main (604) 689 3928

Toll Free 1 (844) 887 DEBT (3328)

Fax (604) 687 5617

www.crowemackayco.ca

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

**VIA EMAIL & MAIL**

August 25, 2023

To the Owners of Joyce Place, Strata Plan LMS 992  
3362-3376, 3378, 3380, 3382 & 3384 Vanness Avenue  
Vancouver, BC

Dear Sir/Madam:

**RE: STRATA WINDUP – STRATA PLAN LMS 992 (“Joyce Place”)  
UPDATE FROM LIQUIDATOR**

This is Exhibit "L" referred to in the 2nd  
affidavit of Derek Lai affirmed before me at  
Vancouver, November 8<sup>th</sup>, 2023.

A Commissioner for taking Affidavits within  
British Columbia.

The Liquidator would like to provide you with an update on matters that have occurred since its last reporting letter to you dated August 10, 2023.

#### Update on Life Safety Issues for the Townhouses

As mentioned in our letter to you dated August 10, 2023 (the "Letter"), RDH Building Science Inc. ("RDH") and Steelhead Contracting ("Steelhead") was denied access to three specific townhouse units (Units 3362, 3368, and 3370) out of four specified townhouse units (Unit 3376) (collectively known as the "Chosen Units"), to perform crucial work necessary to address immediate structural and life-safety concerns regarding the townhouses (the "Townhouse Structural Work"). Consequently, RDH could not gather sufficient data to render an opinion as to the safety of the townhouse units as a whole.

As discussed in the Letter, an inconclusive report not only poses a significant life-safety issue for the occupants of the townhouses and the general public but could become problematic as it relates to the City of Vancouver's (the "COV") prosecution against the strata and potentially jeopardize the ultimate sale of the property.

The Chosen Units were selected for inspection by RDH as they believed these units pose the highest risk of critical framing deterioration. The plan was to review the Chosen Units and use the results to either extrapolate their findings to the other townhouse units (Units 3364, 3366, 3372, and 3374 - collectively, the "Non-Chosen Units") or to complete additional inspections at the Non-Chosen Units. However, as access to three out of four of the Chosen Units was not granted, RDH suggested conducting inspections on townhouse units 3376, 3364, 3366, 3372, and 3374 instead. Although it would have been preferable to complete the work as originally planned, the Liquidator supports the aforesaid suggestion.

The Liquidator alongside Dwell reached out to the owners of the Non-Chosen Units and was able to arrange the access to units 3364 and 3366. It was communicated to the Liquidator that Unit 3372 had already been inspected. RDH and Steelhead will be on site performing the Townhouse Structural Work at units 3364, 3366 and 3376 on August 25 and 28, 2023. The Liquidator would like to thank these owners for their cooperation.

RDH advised that it intends to prepare a report with recommendations based on its inspection of units 3364, 3366, 3372, and 3376. Unless the situation changes, the report will also describe RDH's concerns regarding units 3362, 3368, & 3370 along with a description of the numerous attempts made to inspect these units. If RDH is unable to access these units before late October, RDH will have a fiduciary obligation to report this situation to the COV's Building Department. This could result in unfavorable results for the strata corporation and owners as a whole. Further, RDH advised that it could lead to the COV condemning the above noted townhouses due to the risk of structural integrity, particularly during the snowfall season, which could result in eviction.

As mentioned previously, the Liquidator's top priority is the health and safety of the residents of Joyce Place as well as the general public. Therefore, the Liquidator firmly believes it is necessary to have the Townhouse Structural Work completed and to ensure that RDH is able to gather sufficient data to provide an opinion on the life-safety of the townhouses, as originally intended. The Liquidator would like to remind all of the owners that we must work together in order to ensure a successful windup and sale of the property. The Liquidator encourages any remaining townhouse owners who have not volunteered access to their unit to reach out to Dwell to arrange for an inspection.

### **Insurance**

As mentioned in the Liquidator's letter dated May 15, 2023 the Liquidator bonded 6 months of replacement cost/property coverage insurance with HUB Insurance ("**HUB**"). This policy will expire on September 10, 2023. HUB advised that the insurers have agreed to extend the policy for another 6 months from September 10, 2023 to March 10, 2024 with the following deduction options:

- 1) 6 months extension premium: \$168,000 (As is \$200,000 Deductible)
- 2) 6 months extension premium: \$160,000 (\$250,000 Deductible)

As a reminder, it is a contravention of the law for the strata to not purchase insurance, even where the insurance available does not completely satisfy the coverage requirements mandated by the *Strata Property Act* (the "**SPA**"). Despite the cost of the policy from HUB, its limits and exclusions, it is the Liquidator's view that having it is a prudent safeguard against the prospect of a far greater loss to the owners were an insured event to occur and cause catastrophic loss. Based on discussions with HUB, the above policy is the best available for the strata given the extenuating circumstances surrounding the property at this time. Accordingly, the Liquidator and Dwell will be binding the 6-months extension for a premium of \$160,000 (\$250,000 deductible). Dwell advised that the special levy designated for repairs could be used to fund the premiums of the renewal.

### **Sale with Intracorp**

As a reminder, the purchase and sale agreement with Intracorp (the "**Purchaser**") is still subject to a Purchaser's condition for rezoning with the COV. The COV advised that the Purchaser's application for rezoning was considered by the Urban Design Panel in July 2023 and that they are currently reviewing feedback for consideration. It is anticipated that the COV will provide a formal response to the application for rezoning in the first quarter of 2024 which pushes the Purchaser's condition for subject removal beyond our current January 2024 deadline. Accordingly, the Purchaser had requested a four-month extension on the aforesaid subject removal and closing.

The Liquidator is presently working alongside with its legal counsel and the listing broker (Colliers) to address this matter. A further update will be provided once available.

Should you have any questions or concerns, please contact the Liquidator's office at [joyceplace@crowemackay.ca](mailto:joyceplace@crowemackay.ca). You can also get updates with respect to this matter on the Liquidator's website at [www.joyceplacestrata.com](http://www.joyceplacestrata.com). As a reminder, in an effort to minimize the costs of administration, any and all property-related matters should continue to be forwarded to Dwell at [leo.chan@dwellproperty.ca](mailto:leo.chan@dwellproperty.ca).

Yours very truly,

**CROWE MACKAY & COMPANY LTD.**

in its capacity as Court Appointed Liquidator of  
The Owners, Strata Plan LMS 992 and not in its personal capacity

per:

  
Mr. Derek Lai, CPA, CMA, CIRP, LIT, CFE

Encl.



**Jillian Epp (3602) - 14Flr**

**From:** Lisa Frey (3139) - 17Flr <lfrey@lawsonlundell.com>  
**Sent:** Monday, October 23, 2023 3:08 PM  
**Subject:** LMS992 - Joyce Place - Information Meeting - October 30, 2023

Dear Joyce Place Owner

We are lawyers for the liquidator. Further to the liquidator's update dated August 25, 2023, a proposal for a four month extension of the purchaser's due diligence period (with respect to re-zoning/re-development) under the purchase agreement has recently been signed with Intracorp. We note that this extension will need to be approved by the Court to be effective.

As part of the extension proposal, if the extension is approved by the Court, the strata corporation will be paid an \$300,000 extension fee/increased deposit by Intracorp. A portion of this fee is non-refundable, which the strata may use to cover the costs of the extension (e.g. insurance costs during the additional four month period). In addition, Intracorp has provided an additional, non-refundable \$50,000 which may be used to cover the costs of this approval process (legal fees for the necessary Court application and information meeting).

We will be hosting a virtual information meeting for strata owners on **Monday, October 30, 2023 at 7:00pm** to discuss these recent updates.

We understand that representatives from Intracorp plan to be present for the initial portion of the meeting to address owners' questions directly, with the latter portion of the meeting intended to be an internal strata corporation discussion. Representatives from Lawson Lundell, the liquidator, and Colliers (the strata's broker) will also be present. If you have questions in advance, please feel free to send them to us ahead of time, so they can be collated and responded to at the information meeting.

For those who are able to attend, the Zoom details are below. For those who are unable to attend, the meeting will be recorded for your information and we will circulate the link to the meeting on the following day.

**Zoom Details**

Topic: Joyce Place - Information Meeting  
 Time: Oct 30, 2023 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://lawsonlundell.zoom.us/j/84295953601?pwd=4pv8xrLaIVNbKRrHoKiCWbuQgMOjCS.1>

Meeting ID: 842 9595 3601

Passcode: 730026

One tap mobile

+14388097799,,84295953601# Canada

+15873281099,,84295953601# Canada

**JONATHAN McNAIR**  
 A Commissioner for Oaths in and  
 for the Province of British Columbia  
 Expiry date: June 30, 2024

Dial by your location

+1 778 907 2071 Canada

Meeting ID: 842 9595 3601

Find your local number: <https://lawsonlundell.zoom.us/u/kbuGToqlaw>

This is Exhibit "M" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.

A Commissioner for taking Affidavits within British Columbia.

Meeting ID: 842 9595 3601

Passcode: 730026



**LISA FREY** (she/her) | Associate  
D 604.631.9139 | F 604.669.1620 | E lfrey@lawsonlundell.com  
**LAWSON LUNDELL LLP** 1600 - 925 West Georgia Street, Vancouver, BC V6C 3L2  
Vancouver | Calgary | Yellowknife | Kelowna



**Jillian Epp (3602) - 14Flr**

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**From:** Lisa Frey (3139) - 17Flr <lfrey@lawsonlundell.com>  
**Sent:** Monday, October 30, 2023 11:25 AM  
**Subject:** Reminder: LMS992 - Joyce Place - Information Meeting - Tonight  
**Attachments:** Letter to Derek Lai - October 27 2023.pdf

Dear Joyce Place Owner

Just a reminder of tonight's information meeting to be held at **7:00pm**. Zoom details are below.

Attached is also a letter addressed to the liquidator from Colliers, with regard to the proposed extension.

Thanks  
Lisa

Lisa Frey (she/her) | Associate  
Lawson Lundell LLP  
D 604.631.9139 | F 604.669.1620

This is Exhibit "N" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.  
\_\_\_\_\_  
A Commissioner for taking Affidavits within British Columbia.

**Zoom Details**

Topic: Joyce Place - Information Meeting  
Time: Oct 30, 2023 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting  
<https://lawsonlundell.zoom.us/j/84295953601?pwd=4pv8xrLaIVNbKRrHoKjCWbuQgMOjCS.1>

Meeting ID: 842 9595 3601  
Passcode: 730026  
One tap mobile  
+14388097799,,84295953601# Canada  
+15873281099,,84295953601# Canada

**JONATHAN McNAIR**  
A Commissioner for Oaths in and for the Province of British Columbia  
Expiry date: June 30, 2024

Dial by your location  
+1 778 907 2071 Canada  
Meeting ID: 842 9595 3601  
Find your local number: <https://lawsonlundell.zoom.us/u/kbuGToqlaw>

Meeting ID: 842 9595 3601  
Passcode: 730026

This is Exhibit "O" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.

\_\_\_\_\_  
A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

Jillian Epp (3602) - 14Flr

**From:** Leo Chan <leo.chan@dwellproperty.ca>  
**Sent:** Monday, November 6, 2023 10:11 AM  
**To:** Peter Roberts (3158) - 14Flr  
**Subject:** LMS992 Zoom meeting print screen

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

Screen 1: Posted on Oct 30 2023

**Dwell Property Management**

Home > Strata- Manage Content

**MANAGE CONTENT:** [View](#)

Property:

**LMS0992**  
[Add New Post](#) | [Search Postings](#)

**CURRENT POST LIST:**

Title	Category	Posted By	Posted Date	Active	
Information Meeting via Zoom tonight	Memo	leo.chan	10/30/2023 9:20:28 AM	<input checked="" type="checkbox"/>	<a href="#">Edit</a> <a href="#">Delete</a>
LMS0992 Financial Statement September 2023	Financial Statements	leo.chan	10/26/2023 11:01:00 AM	<input checked="" type="checkbox"/>	<a href="#">Edit</a> <a href="#">Delete</a>
City of Vancouver to visit TH unit	Memo	leo.chan	10/25/2023 3:58:03 PM	<input checked="" type="checkbox"/>	<a href="#">Edit</a> <a href="#">Delete</a>
Winterization Notice 2023	Memo	leo.chan	10/25/2023 3:56:11 PM	<input checked="" type="checkbox"/>	<a href="#">Edit</a> <a href="#">Delete</a>
Update to Owners re: Townhouses	Memo	leo.chan	10/12/2023 10:02:07 AM	<input checked="" type="checkbox"/>	<a href="#">Edit</a> <a href="#">Delete</a>
Fourth amendment to Purchase and Sale Agreement	Memo	leo.chan	10/11/2023 4:46:12 PM	<input checked="" type="checkbox"/>	<a href="#">Edit</a> <a href="#">Delete</a>
Annual Fire Inspection 2023	Memo	leo.chan	10/11/2023 11:08:40 AM	<input checked="" type="checkbox"/>	<a href="#">Edit</a> <a href="#">Delete</a>
RDH SVR Townhouses	Memo	leo.chan	10/3/2023 2:03:00 PM	<input checked="" type="checkbox"/>	<a href="#">Edit</a> <a href="#">Delete</a>
Report to City of Vancouver	Memo	leo.chan	9/26/2023 10:07:56 AM	<input checked="" type="checkbox"/>	<a href="#">Edit</a> <a href="#">Delete</a>
Elevator Upgrade	Memo	leo.chan	9/26/2023 10:05:14 AM	<input checked="" type="checkbox"/>	<a href="#">Edit</a> <a href="#">Delete</a>
LMS0992 Financial Statement August 2023	Financial Statements	leo.chan	9/25/2023 2:38:54 PM	<input checked="" type="checkbox"/>	<a href="#">Edit</a> <a href="#">Delete</a>

Screen 2 details

Yardi Systems, Inc. - Strata Owner x Dwell Property Management x Home - Dwell Property Manag... x how to take a screenshot on win... x +

mpm.dwellproperty.ca/mpm/strata/managecontent.aspx

**MANAGE CONTENT:** [View Client Websites](#)

Property:

**LMS0992**

**EDIT POSTING:**

Category:

Date Posted: 10/30/2023

Title:

Description (2500 max):

Section:

Active

Event Date:

Expiry Date:

Sticky Valid for (from posted date):

Send Email Notification to:

- Owners Only
- Tenants Only
- Resident Owners and Tenants
- All Owners and Tenants

Best Regards,

Leo Chan BSc. | Property Manager



2014 to 2023 Consumer Choice Award for Best Residential Property Management Vancouver

[www.dwellproperty.ca](http://www.dwellproperty.ca) | [leo.chan@dwellproperty.ca](mailto:leo.chan@dwellproperty.ca)

**Dwell Property Management** | Suite 170 – 4311 Viking Way, Richmond, BC V6V 2K9

Dir. 604.248.1011 ph. 604.821.2999

**Jillian Epp (3602) - 14Flr**

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**From:** Lisa Frey (3139) - 17Flr  
**Sent:** Sunday, November 5, 2023 2:00 PM  
**Subject:** LMS992 - Joyce Place - Information Meeting - Notes  
**Attachments:** LMS 992 - Joyce Place - Oct 30 Info Meeting Notes.pdf

Dear Joyce Place Owner

Due to a privacy request, we elected not to record the information meeting on Oct 30. However, detailed notes of the meeting are attached, along with the slides presented by Intracorp.

Please let us know if you have questions or concerns.

Thanks,  
Lisa

 **LISA FREY** (she/her) | Associate  
D 604.631.9139 | F 604.669.1620 | E lfrey@lawsonlundell.com  
**LAWSON LUNDELL LLP** 1600 - 925 West Georgia Street, Vancouver, BC V6C 3L2  
Vancouver | Calgary | Yellowknife | Kelowna



This is Exhibit "P" referred to in the 2nd affidavit of Derek Lai affirmed before me at Vancouver, November 8<sup>th</sup>, 2023.

---

A Commissioner for taking Affidavits within British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and for the Province of British Columbia  
Expiry date: June 30, 2024



# QUESTIONS?

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NO. S217956  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE STRATA PROPERTY ACT,  
S.B.C. 1998, C.43

and

IN THE MATTER OF THE APPLICATION FOR THE  
WIND-UP OF THE OWNERS, STRATA PLAN LMS 992

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**AFFIDAVIT #2 OF  
DEREK LAI**

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Barristers & Solicitors  
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925 West Georgia Street  
Vancouver, British Columbia  
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Attention: Peter J. Roberts

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