



No. S-261991
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENT

**FIRST REPORT OF KSV RESTRUCTURING INC.
AS MONITOR**

April 13, 2026

Contents	Page
1.0 Introduction	1
1.1 Purposes of this First Report.....	2
1.2 Scope and Terms of Reference	3
1.3 Currency	4
1.4 Court Materials	4
2.0 Background	4
2.1 Creditors	4
2.2 Amended Highline Sale Process.....	6
3.0 Further Enhanced Powers of the Monitor	7
4.0 Cash Flow Forecast.....	8
5.0 Stay Extension and Related Relief	9
6.0 Stalking Horse Sale Procedure.....	11
6.1 Marketing Process	12
6.2 Qualified LOI Process	13
6.3 Qualified Final Bid Process	15
6.4 Auction.....	17
6.5 Selection and Approval of a Successful Bid	18
6.6 Stalking Horse Sale Procedure Recommendation.....	18
7.0 Stalking Horse Transaction.....	19
7.1 Stalking Horse APS	20
7.2 Stalking Horse APS Recommendation.....	23
8.0 Monitor's Activities Since the Filing Date	24
9.0 Conclusion and Recommendation	25

Appendix

Tab

Initial Order dated April 9, 2026	A
Second Amended and Restated Receivership order dated October 3, 2025	B
Joint Sixth Report of the Receiver and Pre-Filing Report of the Proposed Monitor dated March 30, 2026 (without appendices)	C
Amended Highline Sale Process Order	D
Amended and Restated Approval and Vesting Order	E
Second Amended and Restated Ancillary Order.....	F
Receiver's Fourth Report dated September 30, 2025 (without appendices)	G
Cash Flow Forecast for the period March 30 to July 26, 2026	H
Stalking Horse Agreement of Purchase and Sale dated April 13, 2026	I

1.0 Introduction

1. Pursuant to an initial order (the “**Initial Order**”) pronounced by the Supreme Court of British Columbia (the “**Court**”) on April 9, 2026 (the “**Filing Date**”), 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”) was granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**” and the proceedings thereunder, the “**CCAA Proceedings**”), and KSV Restructuring Inc. (“**KSV**”) was appointed as monitor of 6511 Sussex, with certain enhanced powers (in such capacity, the “**Monitor**”). A copy of the Initial Order is attached as **Appendix “A”**.
2. The Initial Order was granted pursuant to a petition filed on March 18, 2026 by KingSett Mortgage Corporation (“**KingSett**”), 6511 Sussex’s largest secured lender, owed in excess of \$103 million under the Highline Loan (as defined below). KingSett’s petition for the Initial Order was made in anticipation of the implementation of a stalking horse sale process and to reverse the priority of a deemed trust claim in favour of the Canada Revenue Agency (the “**CRA**”) in the amount of \$7,551,095 under the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the “**CRA Deemed Trust Claim**”), to allow KingSett to submit a stalking horse credit bid for the shares in the capital of 6511 Sussex, without the payment or assumption of the CRA Deemed Trust Claim.
3. The CCAA Proceedings are being conducted in parallel with receivership proceedings commenced on December 13, 2024, pursuant to an order of the Court (as amended and restated on January 20 and October 3, 2025, the “**Second Amended and Restated Receivership Order**”) under subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, wherein KSV was appointed as the receiver (in such capacity, the “**Receiver**”), without security, of the property described in Appendix “A” of the Second Amended and Restated Receivership Order (the “**Lands**”) and all right, title, and interest of 6511 Sussex, Thind Parking Corp., Minoru Square Development Limited Partnership, and Minoru View Homes Ltd., in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including all proceeds thereof (the “**Receivership Proceedings**”). A copy of the Second Amended and Restated Receivership Order is attached as **Appendix “B”**.
4. Pursuant to the terms of the Initial Order, the Court, among other things:
 - a) granted a stay of proceedings in favour of 6511 Sussex (the “**Stay of Proceedings**”) to and including April 17, 2026 (the “**Initial Stay Period**”);

- b) granted a charge in the amount of \$250,000 (the “**Administration Charge**”) on 6511 Sussex’s current and future property, assets, and undertakings (collectively, the “**6511 Sussex Property**”) to secure the fees and disbursements of the Monitor and its legal counsel, Bennett Jones LLP (“**Bennett Jones**”), which Administration Charge ranks *pari passu* with the Receiver’s Charge and in priority to the Receiver’s Borrowings Charge (both as defined in the Second Amended and Restated Receivership Order);
 - c) granted enhanced powers to the Monitor to exercise control over 6511 Sussex and the 6511 Sussex Property in accordance with the Initial Order (the “**Initial Enhanced Powers**”), including to develop and seek approval of a sale process in respect of the 6511 Sussex Property or the shares in the capital of 6511 Sussex, and negotiate and seek approval of a stalking horse sale agreement, for and on behalf of 6511 Sussex, in respect of the 6511 Sussex Property or the shares in the capital of 6511 Sussex; and
 - d) scheduling a comeback hearing to be heard on April 17, 2026.
5. Additional background concerning 6511 Sussex and the events leading to the CCAA Proceedings is provided in the Affidavit of Daniel Pollack, a representative of KingSett, sworn March 18, 2026 (the “**Pollack Affidavit**”), and the Joint Sixth Report of the Receiver and Pre-Filing Report of the Proposed Monitor dated March 30, 2026 (the “**Joint Report**”). A copy of the Joint Report (without appendices) is attached as **Appendix “C”**.

1.1 Purposes of this First Report

1. The purposes of this first report (the “**First Report**”) are to:
- a) provide background information concerning 6511 Sussex, the CCAA Proceedings, and the Receivership Proceedings;
 - b) update the Court on the Monitor’s activities since the granting of the Initial Order; and
 - c) provide the Monitor’s recommendations in respect of its application for the following relief:
 - i. an amended and restated Initial Order (the “**ARIO**”), among other things:
 - 1. extending the Initial Stay Period to and including July 24, 2026 (the “**Stay Extension**”);

2. declaring that during the Stay Extension: (i) the Superintendent of Real Estate shall not require 6511 Sussex to file a new disclosure statement under subsection 16(2) of the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended (“**REDMA**”), nor take any steps that would otherwise trigger a purchaser’s right of rescission under REDMA; and (ii) any rights and remedies of purchasers to rescind Sale Agreements (as defined below) with 6511 Sussex are stayed and suspended save and except for the exercise of purchasers’ rights of rescission under subsections 21(2)(a) and 21(2)(b)(i) of REDMA;
 3. expanding the Initial Enhanced Powers, as detailed herein; and
 4. elevating the priority of the Administration Charge; and
- ii. an order (the “**Stalking Horse Sale Procedure Order**”), among other things:
1. approving the sale process attached as Schedule “B” to the proposed Stalking Horse Sale Procedure Order (the “**Stalking Horse Sale Procedure**”), and authorizing the Monitor to carry out the Stalking Horse Sale Procedure in accordance with its terms and the terms of the Stalking Horse Sale Procedure Order; and
 2. authorizing and empowering the Monitor, *nunc pro tunc*, to enter into the stalking horse agreement of purchase and sale dated April 13, 2026 (the “**Stalking Horse APS**”), between the Monitor and KingSett (the “**Stalking Horse Bidder**”), solely for the purposes of acting as the stalking horse bid in the Stalking Horse Sale Procedure (the “**Stalking Horse Bid**”).

1.2 Scope and Terms of Reference

1. In preparing this First Report, the Monitor has relied upon: (i) certain unaudited financial information, books and records, and other information provided by KingSett, and representatives of Thind Properties Ltd. (“**Thind**”), an entity related to 6511 Sussex; (ii) publicly available information; and (iii) discussions with KingSett’s legal counsel, Osler Hoskin & Harcourt LLP (“**Osler**”), and representatives of Thind.

2. The Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this First Report in a manner that complies with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to rely on the financial information should perform its own diligence.
3. An examination of the Cash Flow Forecast (as defined below) as outlined in the Chartered Professional Accountants of Canada Handbook has not been performed. Future-oriented financial information relied upon in this First Report is based on assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. The Monitor expresses no opinion or other form of assurance on whether the Cash Flow Forecast will be achieved.

1.3 Currency

1. Unless otherwise noted, all currency references in this First Report are in Canadian dollars.

1.4 Court Materials

1. The Pollack Affidavit, the Joint Report, and all other Court materials filed in the Receivership Proceedings and the CCAA Proceedings, are available at the following case website: www.ksvadvisory.com/experience/case/highline-and-minoru (the “**Case Website**”).

2.0 Background

1. 6511 Sussex is a single-purpose entity incorporated pursuant to the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended.
2. 6511 Sussex was previously engaged in the development of a 48-story mixed-use tower located at 6511 Sussex Avenue, Burnaby, BC (the “**Highline Project**”), consisting of, among other things, 332 strata lots, and a designated hotel component, which was sold to a third-party. 6511 Sussex is currently the registered owner of 119 remaining strata lots (collectively, the “**Highline Property**” or the “**Remaining Units**”).

2.1 Creditors

1. As detailed in the Joint Report, 6511 Sussex’s creditors include:

- a) **KingSett** – 6511 Sussex’s primary secured creditor owed approximately \$103 million, plus interest and costs, pursuant to a commitment letter dated March 5, 2024 (the “**Commitment Letter**”), among 6511 Sussex, as borrower, Minoru View Homes Ltd. and Minoru Square Development GP Ltd., in its capacity as the general partner for and on behalf of Minoru Development Limited Partnership, as guarantors, and KingSett as lender. Pursuant to the Commitment Letter, KingSett provided a first mortgage loan in the principal amount of \$176,500,000 (the “**Highline Loan**”). The payment and performance of 6511 Sussex’s obligations in respect of the Highline Loan are secured by, among other things:
- i. a first mortgage/charge in the principal amount of \$283,750,000 and an assignment of rents against the Highline Project in favour of KingSett; and
 - ii. a general security agreement dated March 20, 2024, between 6511 Sussex, as grantor, and KingSett, as grantee;
- b) **The Owners, Strata Plan EPS 9599 (the “Strata Corporation”)** – claimed to be owed approximately \$1.1 million for: (i) unpaid strata fees, including those owed under section 116 of the *Strata Property Act*, S.B.C. 1998, c. 43, as amended; (ii) interest on the strata fees; and (iii) amounts owing pursuant to a master airspace easement agreement and Section 219 Covenant dated October 13, 2023. The Strata Corporation filed liens against the Remaining Units (collectively, the “**Strata Liens**”) to secure the aggregate asserted claim of approximately \$942,369, and the costs to enforce same;
- c) **CRA** – owed \$8,152,926 in GST, consisting of the CRA Deemed Trust Claim and penalties and interest of \$601,831;
- d) **Builder’s lien claimants** – as of March 16, 2026, three (3) builder’s liens have been registered against the Highline Property (or portions thereof) totaling approximately \$2,203,503.¹ The Monitor has not yet reviewed or vetted any registered builder’s lien. However, the Monitor has confirmed that all amounts advanced by KingSett under the Highline Loan were advanced prior to the registration of any builder’s lien that was not (or was not intended to have been) previously discharged; and

¹ In addition to such builder’s liens, AVI Masonry Ltd. has filed a certificate of pending litigation against the Highline Property.

- e) **Other creditors** – owed approximately \$1.1 million (in addition to the claims asserted by the Strata Corporation noted above).

2.2 Amended Highline Sale Process

1. On October 17, 2025, on application by the Receiver, the Court granted, among other things:
 - a) an order (the “**Amended Highline Sale Process Order**”) approving an amended sale process (the “**Amended Highline Sale Process**”), substantially as described in the Fourth Report of the Receiver dated September 30, 2025 (the “**Fourth Report**”), with respect to the Remaining Units, and the retention of Anthem Properties Group Ltd. and Anthem Realty Ltd. (together, “**Anthem**”) to act as the sales agent in the Amended Highline Sale Process pursuant to a Sale, Marketing and Customer Services Agreement dated September 24, 2025 (the “**Anthem Agreement**”), and subject to the filing of a disclosure statement amendment by the Receiver as contemplated under REDMA, authorizing the Receiver and Anthem to carry out the Amended Highline Sale Process;
 - b) an order (the “**Amended and Restated AVO**”) authorizing the Receiver to sell, pursuant to any sale agreements arising from the Amended Highline Sale Process that satisfy prescribed sale conditions (each, a “**Sale Agreement**”), any and all of the Remaining Units including all fixtures and chattels in each case, as designated and described in the applicable Sale Agreement (each, a “**Purchased Unit**”), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith; and
 - c) an order (as amended and restated on April 9, 2026, the “**Second Amended and Restated Ancillary Order**”) authorizing certain distributions from the purchase price from each Purchased Unit.

2. As at the date of this First Report, the Receiver, with Anthem's assistance, continues to administer the Amended Highline Sale Process. Additional information regarding the Receiver's application for the Amended Highline Sale Process Order, the Amended Highline Sale Process, the Amended and Restated AVO and the Second Amended and Restated Ancillary Order, is included in the Fourth Report and the Joint Report. Copies of the Amended Highline Sale Process Order, the Amended and Restated AVO, the Second Amended and Restated Ancillary Order and the Fourth Report (without appendices) are attached as **Appendices "D", "E", "F" and "G"**, respectively.

3.0 Further Enhanced Powers of the Monitor

1. The Initial Order granted the Initial Enhanced Powers to allow the Monitor to deal with the 6511 Sussex Property, administer the CCAA Proceedings, negotiate the Stalking Horse APS, and prepare the Stalking Horse Sale Procedure during the Initial Stay Period. The ARIO proposes granting additional powers to the Monitor (the **"Further Enhanced Powers"**), including the ability to:
 - a) disclaim, in accordance with the CCAA, any contracts of 6511 Sussex;
 - b) engage, retain, or terminate or cause 6511 Sussex to engage, retain or terminate the services of any employee, consultant, agent, representative, advisor, manager, contractor, subcontractor, broker or other persons, as the Monitor deems necessary or appropriate to assist with the exercise of its powers and duties or those of 6511 Sussex or to assist in 6511 Sussex's restructuring;
 - c) perform or cause 6511 Sussex to perform such other functions or duties, and enter into or cause 6511 Sussex to enter into any agreements or incur any obligations, as the Monitor considers necessary or desirable in order to facilitate or assist in 6511 Sussex's restructuring or the Receivership Proceedings, including, without limitation, the realization and/or sale of all or any part of the 6511 Sussex Property in accordance with the ARIO, any other order of this Court in the CCAA Proceedings or the Receivership Proceedings and the CCAA, the collection and distribution of any net proceeds of the 6511 Sussex Property (collectively, the **"Proceeds"**), and the construction, maintenance, completion or delivery of any of the Remaining Units; and
 - d) apply to this Court for an order approving the distribution and/or allocation of the Proceeds and any vesting or other order the Monitor deems necessary or desirable to convey the 6511 Sussex Property or any part thereof.

2. The Monitor believes that the Further Enhanced Powers are reasonable and necessary in the circumstances, given that the Further Enhanced Powers:
 - a) are consistent with those granted in other CCAA proceedings with similar circumstances and will ensure that the 6511 Sussex Property and the interests of 6511 Sussex's stakeholders are safeguarded;
 - b) will ensure that the Monitor has the authority to deal with, protect and maximize the value of the 6511 Sussex Property and efficiently administer the CCAA Proceedings;
 - c) are necessary given the absence of 6511 Sussex's management in the operation of its business; and
 - d) are consistent with, and no more expansive than, the powers already granted to the Receiver in the Receivership Proceedings.

4.0 Cash Flow Forecast

1. A copy of the Cash Flow Forecast prepared by the Receiver and the Monitor for the period March 30 to July 26, 2026 (the "**Cash Flow Period**") is attached as **Appendix "H"** (the "**Cash Flow Forecast**"). This is the same Cash Flow Forecast appended to the Joint Report. The Cash Flow Forecast demonstrates that 6511 Sussex can fund its business during the Receivership Proceedings and CCAA Proceedings.
2. A summary of the Cash Flow Forecast² is provided below:

(Unaudited; CAD; \$000s)	Note	March 30 to July 26, 2026
Receipts	A	-
Disbursements		
Strata fees	B	(138)
Construction costs	C	(453)
Insurance	D	(32)
Professional fees	E	(300)
Other expenses	F	(80)
Contingency	G	(100)
		<u>(1,103)</u>
Net cash flow		(1,103)
Opening cash balance		1
Net cash flow		(1,103)

² The notes to the Cash Flow Forecast provide the underlying assumptions, including a description of each line item.

Receiver's borrowing	1,103
Ending cash balance	1

3. The Monitor notes the following regarding the Cash Flow Forecast:
- a) Receipts: although certain Remaining Unit sales are expected to close in early-May 2026, for the purposes of the Cash Flow Forecast, proceeds from such sales have not been included during the Cash Flow Period;
 - b) Strata fees: reflects monthly fees payable to the Strata Corporation. Amounts related to the settlement of the Strata Liens have not been included in the Cash Flow Forecast given that their timing and quantum are unknown at this time;
 - c) Construction costs: includes the repairs required to the Remaining Units to prepare same for sale;
 - d) Insurance: represents commercial general liability and property insurance coverage for the Remaining Units;
 - e) Professional fees: includes fees of the Monitor, the Receiver, and Bennett Jones;
 - f) Other expenses: includes sales taxes, permit costs, utilities, fees and expenses pursuant to the Anthem Agreement, and other administrative expenses; and
 - g) Contingency: accounts for any unforeseen expenses.

5.0 Stay Extension and Related Relief

1. Pursuant to the Initial Order, the Court granted a Stay of Proceedings to and including April 17, 2026 (i.e., the Initial Stay Period). The Monitor is requesting an extension of the Stay of Proceedings to and including July 24, 2026, and is of the view that such extension is appropriate for the following reasons, among others:
 - a) in the context of a CCAA proceeding in which a “super-monitor” has been appointed, it is appropriate that the monitor is held to the good faith standard. As “super-monitor” in the CCAA Proceedings, the Monitor believes that it has and is currently discharging its duties and obligations in good faith and with due diligence, and that it has caused 6511 Sussex to do the same;

- b) the proposed Stay Extension will allow 6511 Sussex, under the Further Enhanced Powers of the Monitor, to conduct the Stalking Horse Sale Procedure free of any value-destructive disruption arising from the commencement or continuation of any enforcement proceedings or the exercise of any rights or remedies against 6511 Sussex or in respect of its business or the 6511 Sussex Property;
 - c) the Monitor does not believe that any creditor will be materially prejudiced by the Stay Extension;
 - d) as of the date of this First Report, the Monitor is not aware of any party opposed to the Stay Extension;
 - e) the Cash Flow Forecast reflects that 6511 Sussex is projected to have sufficient liquidity to fund its operations and the costs of the CCAA Proceedings and Receivership Proceedings during the Stay Extension; and
 - f) KingSett is supportive of the Stay Extension.
2. In addition to the Stay Extension, the Monitor is seeking to expand the scope of the Stay of Proceedings to relieve and protect the Monitor and 6511 Sussex from certain obligations and remedies under REDMA. Specifically, the expanded scope of the Stay of Proceedings, if granted, will relieve the Monitor and 6511 Sussex from any obligation under REDMA to file a new disclosure statement, and stay any rights and remedies afforded to purchasers to rescind Sale Agreements, save and except for those under subsections 21(2)(a) and 21(2)(b)(i) of REDMA.
3. The Monitor is of the view that it is appropriate to relieve the Monitor and 6511 Sussex from any obligation to file a new disclosure statement and stay purchasers from rescinding their respective Sale Agreements for the following reasons:
- a) the filing of a new disclosure statement would give rise to a right of rescission in favour of purchasers that have entered into Sale Agreements, but whose transactions have not closed. This would undermine the Amended Highline Sale Process to the detriment of 6511 Sussex and its creditors;
 - b) this Court has previously held that the commencement of a proceeding under the CCAA does not require the filing of a disclosure statement pursuant to subsection 16(2) of REDMA;

- c) purchasers' rights of rescission under subsections 21(2)(a) and 21(2)(b)(i) of REDMA are preserved;
- d) the Receiver continues to comply with its disclosure and other obligations under REDMA in the Receivership Proceedings, and has already disclosed the anticipated commencement of the CCAA Proceedings and the Stalking Horse Sale Procedure in a Third Amendment to Disclosure Statement dated March 26, 2026; and
- e) the terms of the expanded Stay of Proceedings are, based on the Monitor's review and experience, substantially similar to those previously granted by this Court in proceedings under the CCAA.

6.0 Stalking Horse Sale Procedure³

1. The Stalking Horse Sale Procedure is intended to solicit interest in, and opportunities for, a sale of all of the Remaining Units and all or substantially all of the other 6511 Sussex Property, including indirectly by way of a share sale (the "**Sale**"). It is anchored by the Stalking Horse APS, which is discussed in Section 7.0 of this First Report.
2. Subject to Court approval, the Monitor will carry out the Stalking Horse Sale Procedure, which was developed in consultation with the Stalking Horse Bidder, while the Receiver and Anthem conduct the Amended Highline Sale Process. The key aspects of the proposed Stalking Horse Sale Procedure are summarized below. Interested parties are strongly encouraged to review the full terms of the Stalking Horse Sale Procedure, which is attached as Schedule "B" to the proposed Stalking Horse Sale Procedure Order.
3. A summary of the Stalking Horse Sale Procedure timeline is as follows:

Milestone	Deadline
Distribution of marketing materials	As soon as reasonably practicable following the granting of the Stalking Horse Sale Procedure Order
Letter of Intent (" LOI ") Deadline	5:00 p.m. Pacific Time on May 20, 2026
Final Bid Deadline (as defined below)	5:00 p.m. Pacific Time on June 19, 2025
Auction (as defined below), if required	Within 5 business days after notification of the Auction

³ Capitalized terms not defined in this section have the meaning provided to them in the Stalking Horse Sale Procedure.

Approval Application

By no later than 15 business days following the selection of the Successful Bid(s) (as defined below)

Closing of Successful Bid

Within 10 business days following the expiry of the appeal period or determination of any appeal

4. Subject to certain limitations identified therein, the Stalking Horse Sale Procedure provides that its terms, including the requirements, criteria, and timelines set out in the Stalking Horse Sale Procedure, may be amended, modified, supplemented extended, or waived by the Monitor, as applicable. If any one milestone deadline is extended, all subsequent milestones shall be extended by the same number of days, and a revised timetable shall be provided to all applicable interested parties and posted on the Case Website.

6.1 Marketing Process

1. The Stalking Horse Sale Procedure provides that the Monitor will prepare and disseminate marketing materials and solicit interest from parties potentially interested in pursuing a Sale. In particular, the Stalking Horse Sale Procedure provides that the Monitor will:
 - a) cause a notice of the Stalking Horse Sale Procedure, and such other relevant information that the Monitor considers appropriate, to be published in applicable industry publications, websites, and/or forums;
 - b) prepare a letter (the “**Teaser Letter**”) describing the 6511 Sussex Property, outlining the Stalking Horse Sale Procedure, and inviting recipients to express their interest in submitting a Qualified LOI and making a Qualified Final Bid (both as defined below) pursuant to the Stalking Horse Sale Procedure, for distribution to prospective bidders (collectively, “**Known Potential Bidders**”);
 - c) prepare, with the assistance of Bennett Jones, a form of non-disclosure agreement (a “**NDA**”) to be executed by potential bidders;
 - d) establish and maintain a confidential virtual data room (the “**VDR**”) containing such due diligence materials and information relating to the Highline Property, as the Monitor deems appropriate;
 - e) send the Teaser Letter and NDA to all Known Potential Bidders and to any other party that requests a copy of the Teaser Letter and NDA (collectively, “**Potential Bidders**”) as soon as practicable after such request; and

- f) provide Potential Bidders that have entered into an NDA, in form and substance satisfactory to the Monitor, and provided such other confirmations, information and disclosure required by the Stalking Horse Sale Procedure to allow the Monitor to determine that such Potential Bidders have the financial capability to consummate a Sale, with access to the VDR.
2. Any Potential Bidder who meets the following criteria shall be deemed to be a **“Phase 1 Qualified Bidder”**:
- a) it has executed and delivered an NDA in form and substance satisfactory to the Monitor;
 - b) it has provided the Monitor with the confirmation, information and disclosure required by the Stalking Horse Sale Procedure; and
 - c) in the judgment of the Monitor, it has the financial capability based on the availability of financing, experience and other considerations, to be able to consummate a Sale.

6.2 Qualified LOI Process

1. Phase 1 Qualified Bidders who wish to make a bid for all of the Remaining Units and all or substantially all of the other 6511 Sussex Property shall first submit an LOI to the Monitor before 5:00 p.m. (Pacific Time) on May 20, 2026 (the **“LOI Deadline”**).
2. To be a **“Qualified LOI”**, an LOI must meet the requirements outlined in paragraph 19 of the Stalking Horse Sale Procedure,⁴ including, among other things, that it:
 - a) has been received by the Monitor by the LOI Deadline;
 - b) contemplates an aggregate purchase price of: (i) the Stalking Horse Purchase Price (currently estimated to be approximately \$132.67 million); and (ii) a \$750,000 minimum bid increment (the **“Minimum Bid Increment”**);
 - c) identifies or contains, as applicable, the following:

⁴ The Stalking Horse Bidder shall be deemed to be a Phase 1 Qualified Bidder and the Stalking Horse APS shall be deemed to be a Qualified LOI.

- i. a description of the 6511 Sussex Property that is expected to be subject to the Sale and any of the 6511 Sussex Property, and obligations or liabilities arising in connection with the 6511 Sussex Property, expected to be excluded;
 - ii. a specific indication of the financial capability of the Phase 1 Qualified Bidder and the expected structure and financing of the transaction;
 - iii. a detailed outline of any due diligence required to be conducted in order to submit a final and binding offer;
 - iv. an acknowledgement that any Sale will be on an “as is, where-is” basis;
 - v. a description of the conditions and approvals required for a final and binding offer and the expected timeline for same; and
 - vi. any other terms or conditions of the Sale that the Phase 1 Qualified Bidder believes are material to the proposed transaction; and
 - d) does not contain any requirement or provision for a break fee, termination fee, expense reimbursement or similar type of payment associated with submitting an LOI or Final Bid (as defined below), pursuing a Sale, conducting due diligence in respect of an LOI, Final Bid or a Sale, or otherwise.
3. Subsequent to the LOI Deadline, the Monitor will assess the Qualified LOIs. A Phase 1 Qualified Bidder that has submitted a Qualified LOI and who meets the following criteria shall be deemed to be a “**Phase 2 Qualified Bidder**”:⁵
- a) it has a bona fide interest in completing a Sale; and
 - b) it has the financial capability (based on availability of financing, experience, the financial information provided and other considerations) to consummate a Sale transaction.

⁵ The Stalking Horse Bidder shall be deemed to be a Phase 2 Qualified Bidder and the Stalking Horse APS shall be deemed to be a Qualified Final Bid.

4. The Monitor may waive compliance with any one or more of the Qualified LOI Requirements specified above and deem any such non-compliant LOI to be a Qualified LOI. If the Monitor does not receive any LOIs or any LOIs that, based on the Monitor's assessment, constitute a Qualified LOI or are likely to result in the submission of a Phase 2 Qualified Bid (other than the Stalking Horse Bid) by the Final Bid Deadline, then the Stalking Horse APS will be deemed to be the Successful Bid and the Monitor shall conduct the steps outlined below in Section 6.3(3).

6.3 Qualified Final Bid Process

1. Phase 2 Qualified Bidders who wish to make a bid for all of the Remaining Units and all or substantially all of the other 6511 Sussex Property must deliver to the Monitor, a final, written, binding offer (each, a **"Final Bid"**) in the form of a fully executed purchase and sale agreement not later than 5:00 p.m. Pacific Time on June 19, 2025 (the **"Final Bid Deadline"**).
2. For a Final Bid to be a **"Qualified Final Bid"**, it must meet the requirements outlined in paragraph 25 of the Stalking Horse Sale Procedure, including, among other things, that it:
 - a) has been received by the Monitor by the Final Bid Deadline;
 - b) provides for the payment in full and in cash of at least: (i) the Stalking Horse Purchase Price (currently estimated to be approximately \$132.67 million); and (ii) the Minimum Bid Increment (together, the **"Cash Consideration"**) in the aggregate (i.e., the sum of the Purchase Price and Minimum Bid Increment);
 - c) includes:
 - i. a duly executed purchase and sale agreement substantially in the form of the Stalking Horse APS and a blackline of the executed purchase and sale agreement to the Stalking Horse APS; and
 - ii. a letter stating that the Final Bid is irrevocable until there is a Successful Bid, provided that if such Phase 2 Qualified Bidder is selected as the Successful Bidder or the Backup Bidder (both as defined below), its Final Bid shall remain an irrevocable offer until the earlier of: (1) two (2) business days after the completion of the Sale to the Successful Bidder; and (2) August 19, 2026 (the **"Outside Date"**);

- d) given the ongoing Amended Highline Sale Process, it identifies:
 - i. the Remaining Units that are required to be owned by 6511 Sussex as of the closing date of the transaction; and
 - ii. any adjustments to the purchase price that may result from the sale of any of the Remaining Units prior to the closing date of the transaction;
 - e) does not include any request for or entitlement to any expense reimbursement, termination fee, break fee or similar type of payment;
 - f) provides for an assumption of liabilities and other economic terms that are at least as favourable in the aggregate as those in the Stalking Horse APS;
 - g) is accompanied by a refundable deposit in the amount of 10.00% of the Cash Consideration;
 - h) is not conditional upon the outcome of unperformed due diligence and/or obtaining financing; and
 - i) contains evidence of authorization and approval from the Phase 2 Qualified Bidder's board of directors (or comparable governing body), if applicable, and identifies each entity or person and representatives thereof who are authorized to appear and act on behalf of the Phase 2 Qualified Bidder for all purposes regarding the transaction.
3. The Monitor may waive compliance with any one or more of the Qualified Final Bid Requirements specified above and deem any such non-compliant Final Bid to be a Qualified Final Bid. If the Monitor determines that no Qualified Final Bids other than the Stalking Horse Bid were received, or that at least one additional Qualified Final Bid was received but it is unlikely that the transactions contemplated in any such Qualified Final Bid(s) will be consummated, the Monitor shall:
- a) terminate the Stalking Horse Sale Procedure;
 - b) notify each Phase 2 Qualified Bidder that submitted a Qualified Final Bid (if any) that the Stalking Horse Sale Procedure has been terminated;
 - c) notify the Stalking Horse Bidder that it is the Successful Bidder; and

- d) as soon as reasonably practicable after such termination, and in any event, no later than fifteen (15) business days following the selection (or deemed selection) of the Successful Bid, file the Approval Application with the Court seeking approval, after notice and hearing, to implement the Stalking Horse APS.

6.4 Auction

1. Subject to the terms of the Stalking Horse Sale Procedure described in Section 6.3(3) above, if one or more Qualified Final Bids (other than the Stalking Horse Bid) are received by the Final Bid Deadline, the Monitor will proceed with an auction process to determine the Successful Bid(s) (the “**Auction**”). The Monitor will conduct the Auction in accordance with the following procedures, among others:
 - a) prior to 4:00 p.m. Pacific Time on the day before the Auction Date, each Phase 2 Qualified Bidder that has made a Qualified Final Bid and the Stalking Horse Bidder, must inform the Monitor whether it intends to participate in the Auction (the “**Auction Bidders**”);
 - b) prior to the Auction, the Monitor will provide unredacted copies of the Qualified Final Bid(s) that the Monitor believes is/are (individually or in the aggregate) the highest or otherwise best Qualified Final Bid(s) (the “**Starting Bid**”) to the Stalking Horse Bidder and to all Phase 2 Qualified Bidders that have made a Qualified Final Bid;
 - c) bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder that the Monitor determines is:
 - i. for the first round, a higher or otherwise better offer than the Starting Bid; and
 - ii. for subsequent rounds, a higher or otherwise better offer than the then current highest and best bid, in each case by at least \$750,000, or such amount as may be determined by the Monitor prior to, and announced at, the Auction; and
 - d) at the end of the Auction, the Monitor will select the successful bid (the “**Successful Bid**”, with such bidder being the “**Successful Bidder**”).

6.5 Selection and Approval of a Successful Bid

1. If an Auction is conducted, the Auction Bidder and/or Phase 2 Qualified Bidder with the next highest or otherwise best Qualified Final Bid at the Auction or, if such Phase 2 Qualified Bidder did not participate in the Auction, submitted in the Stalking Horse Sale Procedure, as determined by the Monitor, will be designated as the backup bidder (the “**Backup Bidder**”). The Backup Bidder shall be required to keep its Qualified Final Bid (the “**Backup Bid**”) open until the earlier of:
 - a) two (2) business days after the date of closing of the transaction contemplated by the Successful Bid; and
 - b) the Outside Date.
2. Following the selection of the Successful Bid, the Monitor shall seek to finalize any remaining necessary definitive agreement(s) and seek an order approving the Successful Bid and the Backup Bid (if applicable) by no later than fifteen (15) business days following the selection of the Successful Bid.

6.6 Stalking Horse Sale Procedure Recommendation

1. The Monitor recommends that this Court issue the proposed Stalking Horse Sale Procedure Order approving the Stalking Horse Sale Procedure for the following reasons:
 - a) the Stalking Horse Sale Procedure presents the best option for maximizing the value of the 6511 Sussex Property available to 6511 Sussex currently, and is therefore in the best interests of 6511 Sussex and its respective stakeholders;
 - b) the proposed Stalking Horse Sale Procedure was developed by the Monitor, in consultation with the Stalking Horse Bidder, with a view to providing a flexible, efficient and fair process for canvassing the market for potential purchasers, and maximizing the value of all or substantially all of 6511 Sussex Property and recovery for 6511 Sussex’s creditors while the Amended Highline Sale Process is conducted;
 - c) the proposed Stalking Horse Sale Procedure will be conducted and overseen by the Monitor;

- d) while the Monitor expects, based on its considerable experience, that prospective purchasers will wish to pursue a reverse vesting transaction similar to the Stalking Horse Transaction (as defined below), the proposed Stalking Horse Sale Procedure provides such purchasers with the flexibility to pursue conventional asset purchase transactions in addition to reverse vesting transactions;
- e) the Monitor is of the view that the timeline contemplated by the proposed Stalking Horse Sale Procedure, including its use of two-phases and the Auction, is appropriate in the circumstances and will provide sufficient opportunity to solicit interest in a Sale from the relatively limited group of prospective purchasers capable of completing same, while preventing the undue accrual of material interest expense and other indebtedness;
- f) the proposed Stalking Horse Sale Procedure will enable the Monitor to broadly market the 6511 Sussex Property and optimize the chances of securing the maximum purchase price for the Remaining Units and other 6511 Sussex Property not sold pursuant to the Amended Highline Sale Process; and
- g) stalking horse sale processes are a recognized mechanism in insolvency proceedings for maximizing stakeholder recovery.

7.0 Stalking Horse Transaction

1. To enhance the efficacy of the proposed Stalking Horse Sale Procedure, establish a reasonable, appropriate and competitive purchase price for the 6511 Sussex Property, and ensure an efficient conclusion to the Receivership Proceedings as they pertain to 6511 Sussex and the CCAA Proceedings, the Monitor has negotiated and entered into the Stalking Horse APS with the Stalking Horse Bidder. If consummated, the Stalking Horse APS will result in the satisfaction of 6511 Sussex's indebtedness to KingSett and any indebtedness of 6511 Sussex in priority thereto (the "**6511 Sussex Indebtedness**").
2. The transaction contemplated under the Stalking Horse APS has been structured as a "reverse vesting" transaction (the "**Stalking Horse Transaction**"), which provides, among other things, that:
 - a) the Stalking Horse Bidder will subscribe for new common shares in 6511 Sussex, to be issued on Closing and which will, immediately following Closing, represent 100% of the equity interest in 6511 Sussex; and

- b) all Excluded Assets, Excluded Liabilities, Claims, and Encumbrances will be transferred to, vested in and assumed by Residual Co. (as defined below).

7.1 Stalking Horse APS⁶

- 1. The following constitutes a summary description of the Stalking Horse APS only. A copy of the Stalking Horse APS is attached as **Appendix “I”**. The key terms and conditions of the Stalking Horse APS are provided below:

- a) **Stalking Horse Purchase Price:** consists of the following amounts (all of which are estimated as at the Bid Deadline):

- i. an amount equal to the 6511 Sussex Indebtedness, estimated to be approximately \$127 million;⁷
- ii. an amount equal to the Receiver’s Borrowings, estimated to be approximately \$4.14 million;⁸
- iii. an amount equal to the Retained Liabilities, payable on, accruing to, or arising prior to the Closing, which the Monitor expects to be zero;
- iv. an amount required to satisfy the Priority Payables, including the fees and expenses of the Receiver, the Monitor, and Bennett Jones, which are estimated to be approximately \$530,000 as of the Bid Deadline;⁹ and
- v. an amount equal to the Reserve, being an amount to be agreed upon between KingSett and the Monitor,

(the “**Stalking Horse Purchase Price**”).

⁶ Capitalized terms used but not otherwise defined in this section have the meaning ascribed to them in the Stalking Horse APS.

⁷ Calculated based on the 6511 Sussex Indebtedness as at January 6, 2025, accruing interest at a daily rate of \$30,078 to the Bid Deadline. Although certain Remaining Unit sales are expected to close in early-May 2026 and the net proceeds thereof are anticipated to be distributed to KingSett in accordance with the Second Amended and Restated Ancillary Order, for the purposes of providing an estimate of the Stalking Horse Purchase Price, proceeds from such sales have not been included.

⁸ Comprised of funding advanced to the Receiver totaling approximately \$3,140,209 in relation to the Highline Project, plus estimated additional borrowing of \$1,000,000 expected to be advanced prior to the Bid Deadline.

⁹ Comprised of (i) professional fees of the Receiver for the period November 2025 to February 2026, (ii) professional fees of Bennett Jones for the period December 2025 to February 2026, and (iii) estimated professional fees of the Receiver, the Monitor and Bennett Jones from March 1, 2026 to the Bid Deadline.

b) **Retained Assets:** include:

- i. the Remaining Units, Accounts Receivable, Books and Records, Intellectual Property, Insurance Rights, Retained Contracts, and Bonds;
- ii. any and all interests held by 6511 Sussex in and to funds that have been paid into court or a trust account by or on behalf of 6511 Sussex in connection with the Singh Action;
- iii. to the extent not fully and finally resolved as of the Closing Date, interests held by 6511 Sussex in and to the Singh Action; and
- iv. all of 6511 Sussex's monies and cash prior to Closing, including any held in a cash collateral account, any amount held by the City of Burnaby as security, and all cash held as collateral security for outstanding letters of credit or letters of guarantee, provided that, in each case, such monies and cash shall not include monies advanced pursuant to the Receiver's Borrowings or the Stalking Horse Purchase Price.

c) **Retained Liabilities:** include:

- i. any Liabilities in respect of Speculation and Vacancy Tax;
- ii. all Liabilities under the Sale Agreements;
- iii. all Liabilities relating to the Retained Assets, including under the Retained Contracts (other than the Sale Agreements), arising out of events or circumstances that occur after the Closing, exclusive of, any Liabilities or Claims in connection with (1) any event, occurrence or circumstance or (2) failure to perform, improper performance, breach, default, misrepresentation or violation by 6511 Sussex, including as it relates to any disclosure statement or disclosure statement amendment filed by 6511 Sussex pursuant to REDMA, at any time prior to the Closing; and
- iv. any other Liabilities that the Purchaser agrees in writing to assume on or before the Closing Date.

- d) **Representations and Warranties:** consistent with the standard terms of an insolvency transaction, i.e. on an “*as is, where is*” basis, with limited representations and warranties on the part of the Monitor.
- e) **Material Conditions:** include, among other things, that:
- i. the Monitor will have determined in accordance with the Stalking Horse Sale Procedure that the Stalking Horse APS is the Successful Bid;
 - ii. on or before the Closing Date, the Stalking Horse Sale Procedure Order, the Reverse Vesting Order and the 6511 Sussex Receivership Release Order shall have been granted by the Court and all such Orders will be Final Orders (the “**Court Approval Condition**”), provided that if the Reverse Vesting Order and the 6511 Sussex Receivership Release Order are not subject to any unresolved material objections at the hearing at which it was approved by the Court, the applicable appeal periods need not have expired, but no appeal or leave for appeal shall have been filed;
 - iii. the Parties, acting reasonably, shall have settled Schedules “A”, “C”, and “D” of the Stalking Horse APS, provided that any revisions to same shall not affect the Stalking Horse Purchase Price; and
 - iv. no Applicable Law or Order will be in effect as of the Closing Date that restrains or prohibits consummation of the Stalking Horse Transaction or Closing.
- f) **Transfers to Residual Co.:** on the Closing Date, all Excluded Assets, Excluded Liabilities, Claims, and Encumbrances will be transferred to and assumed in full by a corporation to be incorporated by the Monitor or 6511 Sussex (“**Residual Co.**”).
- g) **Closing Date:** the date that is the later of (i) the first Business Day that is ten (10) business days following satisfaction of the Court Approval Condition, and (ii) the tenth business day following the date on which any appeals or motions to set aside or vary the Reverse Vesting Order have been finally determined, subject to extension in accordance with the Stalking Horse APS or such other date as agreed by the Monitor and the Stalking Horse Bidder.
- h) **Outside Date:** August 19, 2026 (the “**Stalking Horse Outside Date**”).

- i) **Termination:** the Stalking Horse APS can be terminated in the following circumstances, among others:
 - i. by mutual written consent of the Parties;
 - ii. if the Stalking Horse Sale Procedure Order, the Reverse Vesting Order or the 6511 Sussex Receivership Release Order are not granted by the Stalking Horse Outside Date;
 - iii. if the Successful Bid selected by the Monitor is not the Stalking Horse Bid and the Stalking Horse Bid is not the Backup Bid;
 - iv. if the Stalking Horse Bid is the Backup Bid and the Successful Bid closes; or
 - v. if Closing has not taken place by the Stalking Horse Outside Date, provided the reason for the Closing not having occurred is not due to any act or omission, or breach of the Stalking Horse APS, by the Party proposing to terminate it.

7.2 Stalking Horse APS Recommendation

- 1. The Monitor recommends that the Court issue the proposed Stalking Horse Sale Procedure Order approving the Stalking Horse APS for the following reasons:
 - a) the Stalking Horse APS is the product of arm's length negotiations among the Monitor and the Stalking Horse Bidder, and their respective counsel;
 - b) the Stalking Horse APS sets a valuable and competitive purchase price for bids in the proposed Stalking Horse Sale Procedure and provides a reasonable transaction structure upon which all other Phase 2 Qualified Bids may be based, while allowing the continuation of the Amended Highline Sale Process and providing a means of satisfying the 6511 Sussex Indebtedness;
 - c) the Stalking Horse Purchase Price is expected to promote the submission of competitive bids in the Stalking Horse Sale Procedure and thereby maximize value for 6511 Sussex and its stakeholders, and exceeds the net revenues anticipated to be realized in the Amended Highline Sale Process;

- d) the use of the Stalking Horse APS in the circumstances of this case affords 6511 Sussex's senior secured and fulcrum creditor, KingSett, substantial assurance and certainty that the 6511 Sussex Property will be sold for a purchase price, and in a timeframe, satisfactory to it;
- e) the Monitor, exercising its business judgment, believes that the consideration provided under the Stalking Horse APS is fair and reasonable, in light of the substantial benefits of having a Stalking Horse Bid capable of satisfying the 6511 Sussex Indebtedness and the net revenues anticipated to be realized in the Amended Highline Sale Process; and
- f) the Stalking Horse APS does not contain a break fee or any other bid protections that might have a chilling effect on the market.

8.0 Monitor's Activities Since the Filing Date

1. Since the Filing Date, the Monitor has, among other things:

- a) corresponded with Bennett Jones, KingSett, and Osler regarding the Stalking Horse Sale Procedure, the Stalking Horse APS, and all other aspects of the CCAA Proceedings;
- b) prepared the notice to 6511 Sussex's creditors (the "**Creditors' Notice**"), as required pursuant to the CCAA;
- c) mailed the Creditors' Notice and filed Forms 1 and 2 with the Office of Superintendent of Bankruptcy, as required under the CCAA;
- d) posted the Creditors' Notice, list of creditors, and other documents on the Case Website;
- e) arranged for the publication of the CCAA notice in *The Globe and Mail* (National Edition), in accordance with the Initial Order;
- f) worked with Bennett Jones to prepare the materials in respect of the relief sought by the Monitor on the within application; and
- g) prepared this First Report.

9.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court grant the relief set out in Section 1.1(c) of this First Report.

* * *

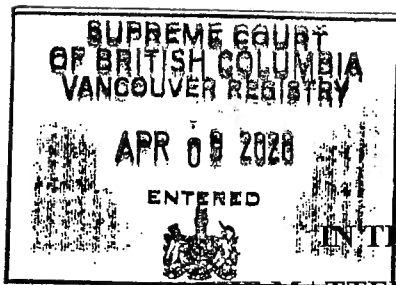
All of which is respectfully submitted,

KSV RESTRUCTURING INC.,
solely in its capacity as Court-appointed monitor of
6511 Sussex Heights Development Ltd., and
not in its personal or corporate capacity


Per: Jason Knight
Managing Director

APPENDIX A

[ATTACHED]



No. S-261991

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,

R.S.C. 1985, c. C-36

BETWEEN

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENT

PETITION TO THE COURT

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE JUSTICE) 09/APRIL/2026
MASUHARA)
)

THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia, on the 9th day of April, 2026 (the “**Order Date**”); AND ON HEARING Mary Buttery, K.C., and Emma Newbery, counsel for the Petitioner, Andrew Froh and Joshua Foster, counsel for KSV Restructuring Inc. (“**KSV**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) and proposed monitor (the “**Proposed Monitor**” and if appointed in such capacity, the “**Monitor**”) of the Respondent, and those other counsel listed on Schedule “A” hereto; AND UPON READING the Second Amended and Restated Receivership Order (as may be amended or amended and restated from time to time, the “**Receivership Order**”) of this Court granted on October 3, 2025, in the proceedings bearing Action No. S-247664 (the “**Receivership Proceedings**”) and the material filed, including the First Affidavit of Daniel Pollack sworn March 18, 2026, the Joint Sixth Report of the Receiver and the Pre-Filing Report of the Proposed Monitor and the consent of KSV to act as the Monitor; AND UPON BEING ADVISED that the secured

creditors who are likely to be affected by the charge created herein were given notice; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCAA"), the British Columbia Supreme Court Civil Rules, BC Reg 168/2009 and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Petition and materials filed in support of the application for this Order (collectively, the "**Application**") is hereby abridged such that service of the Application is deemed to be timely and sufficient and the Application is properly returnable today.

JURISDICTION

2. The Respondent is a company to which the CCAA applies.

SUBSEQUENT HEARING DATE

3. The hearing of the Monitor's application for an extension of the Stay Period (as defined in paragraph 11 of this Order) and for any ancillary relief shall be held at the Courthouse at 800 Smithe Street, Vancouver, British Columbia ~~at the Courthouse at 800 Smithe Street, Vancouver,~~ BC ~~on~~ ~~the~~ ~~17~~ day of ~~april~~, 2026 or such other date as this Court may order.

POSSESSION OF PROPERTY AND OPERATIONS

4. Subject to the Receivership Order, this Order and any other Order of this Court granted in the Receivership Proceedings or these proceedings, the Respondent shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), and continue to carry on its business (the "**Business**") in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Respondent shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel, construction managers, contractors and such other persons (collectively, "**Assistants**") currently

retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

5. Subject to the Receivership Order and any other Order of this Court granted in the Receivership Proceedings, the Respondent shall be entitled, but not required, to pay the fees and disbursements of any Assistants retained or employed by the Respondent which are related to the Respondent's restructuring, at their standard rates and charges, whether incurred prior to, on or after the Order Date.

6. Except as otherwise provided herein and subject to the Receivership Order and any other Order of this Court granted in the Receivership Proceedings, the Respondent shall be entitled to pay all expenses reasonably incurred by the Respondent in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services;
- (b) all obligations incurred by the Respondent after the Order Date, including without limitation, with respect to goods and services actually supplied to the Respondent following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Respondent's obligations incurred prior to the Order Date); and
- (c) fees and disbursements of the kind referred to in paragraph 5 which may be incurred after the Order Date.

7. The Respondent is authorized to remit, in accordance with legal requirements, or pay:

- (a) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Respondent in connection with the sale of goods and services by the Respondent but, unless otherwise permitted under the Receivership

Order or any other Order of this Court granted in the Receivership Proceedings, only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and

- (b) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.

8. Except as specifically permitted herein or in the Receivership Order or any other Order of this Court granted in the Receivership Proceedings, the Respondent is hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Respondent to any of its creditors as of the Order Date;
- (b) to make no payments in respect of any financing leases which create security interests;
- (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of the Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other Person (as defined below);
- (d) to not grant credit except in the ordinary course of the Business to its customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by the Respondent to such customers as of the Order Date; and
- (e) to not incur liabilities except in the ordinary course of Business.

RESTRUCTURING

9. Subject to such requirements as are imposed by the CCAA and any requirements, authorizations, approvals or directions in any other Order of this Court granted in the Receivership Proceedings or these proceedings, the Respondent shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of its Business or operations and commence marketing efforts in respect of any of its redundant or non-material assets; and
- (b) take such steps or actions and execute such additional documentation as may be necessary or desirable to: (i) comply with its obligations under the Receivership Order and any other Order of this Court granted in the Receivership Proceedings; and (ii) cooperate in, or facilitate the performance of, the Receiver's obligations and duties in the Receivership Proceedings,

all of the foregoing to permit the Respondent to proceed with an orderly restructuring of the Business (the "**Restructuring**").

10. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable (the "**Relevant Enactment**"), the Respondent, in the course of these proceedings, is permitted to, and hereby shall, disclose personal information of identifiable individuals in its possession or control to stakeholders, its advisors, prospective investors, financiers, buyers or strategic partners (collectively, "**Third Parties**"), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Respondent binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that

agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Monitor or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Respondent.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

11. Until and including ^{du J.} April 17, 2026, or such later date as this Court may order (the “**Stay Period**”), no action, suit or proceeding in any court or tribunal (each, a “**Proceeding**”) against or in respect of the Respondent or the Monitor, or their respective employees, advisors, counsel and other representatives acting in such capacities, or affecting the Business or the Property, shall be commenced or continued except with the prior written consent of the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Respondent or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Monitor.

12. During the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Respondent or the Monitor, or their respective employees, advisors, counsel and other representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the prior written consent of the Monitor or leave of this Court.

13. Nothing in this Order, including paragraphs 11 and 12, shall: (i) empower the Respondent to carry on any business which the Respondent is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred

or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Respondent.

NO INTERFERENCE WITH RIGHTS

14. During the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate, rescind or cease to perform any right, renewal right, contract, agreement, licence, authorization or permit in favour of or held by the Respondent, except with the prior written consent of the Monitor or leave of this Court.

CONTINUATION OF SERVICES

15. During the Stay Period, all Persons having oral or written agreements or arrangements with the Respondent or mandates under an enactment for the supply or license of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, security services, insurance, transportation services, utility or other services to the Business or the Respondent, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply or license of such goods or services as may be required by the Respondent or exercising any other remedy provided under the agreements or arrangements, and that the Respondent shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Respondent in accordance with normal payment practices of the Respondent or such other practices as may be agreed upon by the supplier or service provider and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

16. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Respondent on or after

the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

APPOINTMENT OF MONITOR AND MONITOR'S POWERS

17. KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Business and financial affairs of the Respondent with the powers and obligations set out in the CCAA or set forth herein, and that the Respondent and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Respondent pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

18. The Monitor, in addition to its prescribed rights and obligations under the CCAA and applicable law, is hereby directed and empowered to:

- (a) monitor the Respondent's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to these proceedings;
- (c) prepare the Respondent's cash flow statements;
- (d) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Respondent (collectively, the "**Books and Records**"), to the extent that is necessary to adequately assess the Respondent's Business and financial affairs or to perform its duties arising under this Order or any further Order of this Court in these proceedings;
- (e) be at liberty to engage independent legal counsel or such other Persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

- (f) perform such other duties as are required by this Order or by this Court from time to time.

19. In addition to the powers and duties of the Monitor set out in paragraph 18 of this Order, the CCAA, and applicable law, the Monitor, for and on behalf of, and in the name of, the Respondent, is hereby authorized and empowered, but not required, to exercise any power which may be properly exercised by a board of directors or any officer of the Respondent, as the Monitor deems appropriate, including, without limitation to:

- (a) perform any and all actions or take any steps and execute, assign, issue and endorse all agreements, instructions, documents, and writings for and on behalf of, and in the name of, the Respondent, in order to facilitate the performance of the Respondent's powers or obligations under this Order, any other Order of this Court in the Receivership Proceedings or these proceedings or otherwise, and to carry out the Monitor's duties under this Order or any other Order of this Court in these proceedings;
- (b) cooperate in, or facilitate the performance of, the Receiver's obligations and duties in the Receivership Proceedings;
- (c) develop a sale process in respect of all or substantially all of the Property or the shares in the capital of the Respondent and such other assets, undertakings and properties related thereto as the Monitor may deem appropriate (the "**Sale Process**");
- (d) negotiate a stalking horse sale agreement for and on behalf of the Respondent in respect of the Property or the shares in the capital of the Respondent and such other assets, undertakings and properties related thereto as the Monitor may deem appropriate (the "**Stalking Horse APS**");

- (e) cause the Respondent to take such steps as the Monitor determines may be reasonably necessary or appropriate to comply with the *Real Estate Development Marketing Act*, S.B.C. 1004, c. 41;
- (f) apply to this Court for an Order approving the Sale Process and, if applicable, the Stalking Horse Agreement and any other Orders necessary or advisable to carry out its powers and obligations under this Order or any other Order of this Court granted in these proceedings, including, without limitation, for advice and directions with respect to any matter relevant to these proceedings; and
- (g) take any steps reasonably incidental to the exercise by the Monitor of the powers listed above or the performance of any statutory obligation,

(collectively, the “**Monitor’s Powers**”).

20. Notwithstanding anything contained in this Order, where the Monitor exercises any of the Monitor’s Powers, it shall be the sole Person authorized to exercise such powers, to the exclusion of all other Persons other than the Receiver, and no director or officer of the Respondent shall incur any liability for any decisions or actions of the Monitor acting under such authority.

21. Notwithstanding anything contained in this Order, the Monitor is not and shall not be deemed to be a director, officer or employee of the Respondent.

22. Notwithstanding anything contained in this Order, the Monitor, in its capacity as such, shall not take possession of the Property or Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession of the Business or Property, or any part thereof.

23. The Monitor shall not be liable for any employee-related liabilities of the Respondent, including, without limitation, any successor employer liabilities as provided for in Section 11.8(1) of the CCAA or Section 14.06(1.2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). Nothing in this Order shall be construed as resulting in the Monitor being an employer or

a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever, and the Monitor shall not be liable for any employee-related liabilities including, without limitation, wages, severance pay, termination pay, vacation pay, pension or benefits amounts relating to any employees that the Monitor may hire in accordance with the terms and conditions of such employment by the Monitor.

24. Nothing herein contained shall require or allow the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Fisheries Act*, the *British Columbia Environmental Management Act*, the *British Columbia Fish Protection Act* and regulations thereunder and any other provincial or federal equivalent thereof (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. For greater certainty, the Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

25. The Monitor shall provide any creditor of the Respondent with information of the Respondent in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor deems to be confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor may agree.

26. In addition to the rights and protections afforded the Monitor under the CCAA, as an officer of this Court, or otherwise at law, none of the Monitor, its employees, advisors or other representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor's appointment or the carrying out of the provisions of this Order, save and except for any

gross negligence or wilful misconduct on its part. Without limiting the generality of the foregoing, in exercising any powers granted to it hereunder: (i) none of the Monitor, its employees, advisors or other representatives acting in such capacities shall incur any liability or obligation under or in connection with any contracts or other agreements or the performance, actions, omissions or negligence by or of any Assistants, and all other persons acting on their behalf, save and except for any gross negligence or wilful misconduct on its part; and (ii) the Monitor shall be entitled to rely on the Books and Records of the Respondent without independent investigation. Nothing in this Order shall derogate from the rights and protections afforded the Monitor, as an officer of this Court, by the CCAA or any applicable legislation.

27. Nothing in this Order shall constitute or be deemed to constitute the Monitor, in its capacity as such, as a receiver, assignee, liquidator, receiver-manager, administrator, agent of the creditors or legal representative of the Respondent or the Property within the meaning of applicable legislation.

ADMINISTRATION CHARGE

28. The Monitor and counsel to the Monitor shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the Order Date, by the Respondent as part of the cost of these proceedings. The Respondent is hereby authorized and directed to pay the accounts of the Monitor and counsel to the Monitor on a periodic basis.

29. The Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the British Columbia Supreme Court who may determine the manner in which such accounts are to be passed, including by hearing the matter on a summary basis or referring the matter to a Registrar of this Court.

30. The Monitor and counsel to the Monitor, shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of ~~\$250,000~~, unless permitted by further Order of this Court, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor

and such counsel, both before and after the making of this Order which are related to the Respondent's restructuring. The Administration Charge shall have the priority set out in paragraphs 31 and 33 hereof.

VALIDITY AND PRIORITY OF THE ADMINISTRATION CHARGE

31. The priorities of the Administration Charge, the Receiver's Charge (as defined in the Receivership Order) and the Receiver's Borrowings Charge (as defined in the Receivership Order), as among them, shall be as follows:

- (a) First – the Administration Charge (up to the maximum amount of \$250,000) and the Receiver's Charge, *pari passu*; and
- (b) Second – the Receiver's Borrowings Charge.

32. Any security documentation evidencing, or the filing, registration or perfection of, the Administration Charge shall not be required, and that the Administration Charge shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Administration Charge coming into existence, notwithstanding any failure to file, register or perfect such Administration Charge.

33. The Administration Charge shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and subject to the Receiver's Charge, such Administration Charge shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person: (A) save and except (i) those claims contemplated by Section 11.8(8) of the CCAA; (ii) any Person with a properly perfected charge under the *Personal Property Security Act* (British Columbia) or such other applicable legislation that has not been served with the Application materials; and (iii) any Person with a properly perfected charge under the *Land Title Act* (British Columbia) or such other applicable legislation that has not been served with the Application materials; and (B) provided that, any disputes regarding the (i) extent of the Respondent's right, title or interest in or to the Security Funds (as defined in the Lift Stay Order

(as defined below)), if any, or (ii) entitlement and/or priority to, or the distribution of, the Security Funds as between or among any or all of KingSett, the Respondent, the Administration Charge, the Receiver's Charge, the Receiver's Borrowings Charge and Gurmail Singh, shall be determined by this Court in the Receivership Proceedings.

34. Except as otherwise expressly provided herein or the Receivership Order, or as may be approved by this Court in the Receivership Proceedings or these proceedings, the Respondent shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Administration Charge, unless the Respondent obtains the prior written consent of the Monitor and its counsel.

35. The Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Respondent; and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create nor be deemed to constitute a breach by the Respondent of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by the creation of the Administration Charge; and
- (c) the payments made by the Respondent pursuant to this Order and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent

conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

36. To the extent that the Administration Charge created by this Order creates a charge over leases of real property in Canada, such Administration Charge shall only be a charge in the Respondent's interest in such real property leases.

SERVICE AND NOTICE

37. The Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Respondent of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of the individuals who are creditors publicly available.

38. The Petitioner and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission (including by email) to the Respondent's creditors or other interested parties at their respective addresses as last shown on the records of the Respondent and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing. For greater certainty, any such service or distribution shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of Section 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

39. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "**Service List**") to be maintained

by the Monitor. The Monitor shall post and maintain an up to date form of the Service List on its website at: <https://www.ksvadvisory.com/experience/case/highline-and-minoru> (the “**Monitor’s Website**”). Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

40. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels’ email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor’s Website.

41. Notwithstanding paragraphs 38 and 40 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, and the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

RECEIVERSHIP PROCEEDINGS AND THE RECEIVER’S PROTECTIONS

42. Until the termination of the Receivership Proceedings and the discharge of KSV as the Receiver pursuant to an order of this Court granted in the Receivership Proceedings, the Receivership Proceedings shall remain ongoing in parallel with these proceedings and KSV shall continue to act as the Receiver of the Respondent and the Property, in each case, notwithstanding the commencement of these proceedings under the CCAA or any other provision of this Order.

43. Notwithstanding the commencement of these proceedings under the CCAA, any other provision of this Order or any other Order made in these proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Receiver and its counsel shall continue to have the benefit of, the terms of any order of this Court granted in the Receivership Proceedings, and any and all of the rights, approvals, authorizations, directions and protections in favour of the Respondent, the Property or the Receiver and its counsel thereunder, at law or pursuant to the BIA or otherwise.

44. In the event of any conflict or inconsistency between the provisions of this Order or the CCAA (other than, for greater certainty, Section 37 of the CCAA) and the rights, approvals, authorizations, directions and protections in favour of the Respondent, the Property or the Receiver and its counsel under the Receivership Order or any order granted by this Court in the Receivership Proceedings, the rights, approvals, authorizations, directions and protections in favour of the Respondent, the Property or the Receiver and its counsel under the Receivership Order and any order granted by this Court in the Receivership Proceedings, as applicable, shall control.

45. For greater certainty, notwithstanding any provisions of this Order, each of the Receivership Order, the Lift Stay Order granted by this Court in the Receivership Proceedings on October 3, 2025 (the “**Lift Stay Order**”), the Amended Sale Process Order granted by this Court in the Receivership Proceedings on October 17, 2025 (and the sale process approved thereunder), the Amended and Restated Approval and Vesting Order granted by this Court in the Receivership Proceedings on October 17, 2025, and the Second Amended and Restated Ancillary Order granted by this Court in the Receivership Proceedings as of the date hereof, is unaltered and remains in full force and effect.

GENERAL

46. Notwithstanding paragraph 53 of this Order, the Monitor may from time to time apply to this Court for directions in the discharge of its powers and duties hereunder.

47. Nothing in this Order shall prevent the Monitor from acting as a trustee in bankruptcy of the Respondent, the Business or the Property.

48. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Respondent and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative

status to the Monitor in any foreign proceeding, or to assist the Respondent and the Monitor and their respective agents in carrying out the terms of this Order.

49. The Monitor, for and on behalf of the Respondent, shall be at liberty and is hereby authorized to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of the Respondent to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended.

50. The Monitor, for and on behalf of the Respondent, may (subject to the provisions of the CCAA and the BIA) at any time file a voluntary assignment in bankruptcy or a proposal pursuant to the commercial reorganization provisions of the BIA if and when the Monitor, for and on behalf of the Respondent, determines that such a filing is appropriate.

51. The Monitor, for and on behalf of the Respondent, is hereby at liberty to apply for such further interim or interlocutory relief as it deems advisable within the time limited for Persons to file and serve Responses to the Petition.

52. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

53. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order, provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Administration Charge and priorities set forth in herein with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

54. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

55. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date.

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

Mary Buttery for

Signature of Mary Buttery, K.C.

☐ Party ☒ Lawyer for the Petitioner

Deane J.

BY THE COURT

[Signature]

REGISTRAR



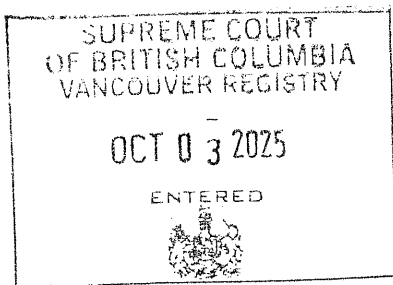
Schedule "A"

(List of Counsel)

NAME	APPEARING FOR
Mary Buttery, K.C. and Emma Newbery	KingSett Mortgage Corporation
Joshua Foster and Andrew Froh	KSV Restructuring Inc.
Ravdeep Chauhan and Asheesh Arora	Gurmail Singh

APPENDIX B

[ATTACHED]



No. S-247664
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.
and
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP
and
MINORU VIEW HOMES LTD.
and
THIND PARKING CORP.**

RESPONDENTS

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE RECEIVERSHIP OF
6511 SUSSEX HEIGHTS DEVELOPMENT LTD.
AND MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP AND
MINORU VIEW HOMES LTD. AND THIND PARKING CORP.**

ORDER MADE AFTER APPLICATION

SECOND AMENDED AND RESTATED RECEIVERSHIP ORDER

BEFORE } THE HONOURABLE JUSTICE MASUHARA } 03/Oct/2025

ON THE APPLICATION of KSV Restructuring Inc. ("KSV"), in its capacity as receiver (in such capacity, the "Receiver"), without security, of the property described in Appendix A to this

Order (the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd. and Thind Parking Corp. in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including, all proceeds thereof, coming on for hearing this day at 800 Smithe Street, Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Daniel Pollack made November 5, 2024, each consent of KSV to act as the Receiver, and the Third Report of the Receiver dated September 22, 2025, including the letter agreement dated November 25, 2024 (the “**Letter Agreement**”), among KingSett Mortgage Corporation, 6511 Sussex Heights Development Ltd. and Gurmail Singh, by their respective counsel, attached as Appendix “D” thereto; **AND ON HEARING**, Andrew Froh, counsel for the Receiver, Mary Buttery, counsel for KingSett Mortgage Corporation and those other counsel listed on Schedule “A” hereto.

THIS COURT ORDERS AND DECLARES THAT:

APPOINTMENT

1. Pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the “**LEA**”), KSV is appointed Receiver, without security, of the Lands and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd. and Thind Parking Corp. (the “**Debtors**”) in (i) all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including, without limitation, all proceeds thereof, and (ii) all of the funds held by Fasken Martineau DuMoulin LLP as security pursuant to the Letter Agreement, including, without limitation, all interest thereon ((i)-(ii) collectively with the Lands being, the “**Property**”).

RECEIVER’S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, cease to perform any contracts of the Debtors, and take such steps as the Receiver determines may be

reasonably necessary or appropriate to comply with the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, construction managers, project managers, contractors, subcontractors, trades, engineers, quantity surveyors, appraisers, real estate brokers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings, which shall include, without limitation, the proceedings styled as *Singh v 6511 Sussex Heights Development Ltd.*, bearing BCSC Action No. S-255846, and any proceedings arising therefrom or ancillary or related thereto;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$500,000 provided that the aggregate consideration for all such transactions does not exceed \$1,000,000, and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to apply for remedies available under the *BLA*, including to declare or make an assignment into bankruptcy in respect of the Debtors; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the “**Records**”) in that Person’s possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person’s possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5, or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in Section 69.6(2) of the *BIA*, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the *BIA*.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1.2) of the *BLA*, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including Sections 81.4(5) or 81.6(3) of the *BLA* or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver. The Receiver is empowered but not obligated to interact with, and provide direction to, individuals who are on the Property, but are not employed by the Debtors, in matters relating to safety, access and use of the Property.

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the *BIA* Section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. The Receiver shall incur no liability or obligation as a result of the performance, actions, errors, omissions or negligence by or of any construction manager, project manager, developer, contractor, subcontractor or other service provider, and all other persons acting on their behalf, or the Receiver's appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on the Receiver's part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the *BIA* or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.

21. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,303,860 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.
24. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the **"Receiver's Certificates"**) for any amount borrowed by it pursuant to this Order.
26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

27. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

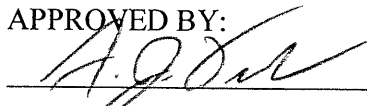
28. The Receiver shall establish and maintain a website in respect of these proceedings (the “**Website**”) at <https://www.ksvadvisory.com/experience/case/highline-and-minoru> and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule “C” (the “**Demand for Notice**”). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the “**Service List**”). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
32. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

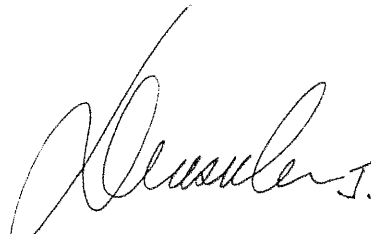
34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
39. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

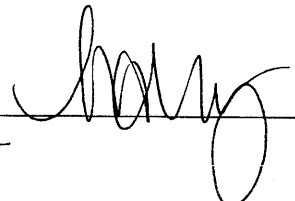
THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:



Signature of Andrew Froh, lawyer for the Receiver


BY THE COURT



~~BY THE COURT~~

~~and~~ DISTRICT REGISTRAR



SCHEDULE "A"
Appearance List

NAME	APPEARING FOR
Andrew Froh and Joshua Foster	KSV Restructuring Inc.
Mary Buttery, K.C. and Lucas Hodgson	KingSett Mortgage Corporation
Nicholas Vaartnou	Gurmail Singh

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the Receiver (the "**Receiver**") of all of the property legally described as 031-656-561; 032-078-307; 032-078-315; 032-078-323; 032-078-331; 032-078-340; 032-078-358; 032-078-366; 032-078-374; 032-078-382; 032-078-498; 032-079-451; 032-079-630; 032-079-664; 032-079-753; 032-079-915; 032-079-931; 032-080-026; 032-080-077; 032-080-166; 032-080-255; 032-080-271; 032-080-344; 032-080-361; 032-080-395; 032-080-450; 032-080-468; 032-080-476; 032-080-484; 032-080-514; 032-080-522; 032-080-531; 032-080-549; 032-080-573; 032-080-603; 032-080-611; 032-080-620; 032-080-638; 032-080-646; 032-080-654; 032-080-662; 032-080-701; 032-080-719; 032-080-727; 032-080-735; 032-080-743; 032-080-751; 032-080-778; 032-080-786; 032-080-794; 032-080-808; 032-080-816; 032-080-824; 032-080-832; 032-080-841; 032-080-859; 032-080-867; 032-080-875; 032-080-883; 032-080-891; 032-080-905; 032-080-930; 032-080-956; 032-080-964; 032-080-999; 032-081-006; 032-081-014; 032-081-022; 032-081-031; 032-081-049; 032-081-057; 032-081-065; 032-081-073; 032-081-081; 032-081-090; 032-081-103; 032-081-111; 032-081-120; 032-081-138; 032-081-146; 032-081-154; 032-081-162; 032-081-171; 032-081-201; 032-081-235; 032-081-251; 032-081-260; 032-081-278; 032-081-286; 032-081-294; 032-081-308; 032-081-316; 032-081-324; 032-081-332; 032-081-341; 032-081-359; 032-081-367; 032-081-375; 032-081-383; 032-081-391; 032-081-405; 032-081-413; 032-081-421; 032-081-430; 032-081-448; 032-081-456; 032-081-464; 032-081-472; 032-081-481; 032-081-499; 032-081-502; 032-081-511; 032-081-529; 032-081-537; 032-081-545; 032-081-553; 032-081-561; 032-081-588; 032-081-600; and 032-081-618 (collectively, the "**Lands**") and all of the right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited, Minoru View Homes Ltd. and Thind Parking Corp. in (i) all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including all proceeds thereof, and (ii) all of the funds held by Fasken Martineau DuMoulin LLP as security pursuant to the letter agreement dated November 25, 2024, among KingSett Mortgage Corporation, 6511 Sussex Heights Development Ltd. and Gurmail Singh, by their respective counsel, including all interest thereon ((i)-(ii) collectively with the Lands being, the "**Property**"), appointed by Order of the Supreme Court of British Columbia (the "**Court**") dated the 13th day of December, 2024 (as amended and restated from time to time, the "**Order**") made in SCBC Action No. S-247664 Vancouver Registry has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ [REDACTED], being part of the total principal sum of \$ [REDACTED] which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the [REDACTED]

day of each month after the date hereof at a notional rate per annum equal to the rate of [REDACTED] per cent above the prime commercial lending rate of [REDACTED] from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the legal office of the Lender at [REDACTED].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the [REDACTED] day of [REDACTED], 202_.

KSV Restructuring Inc., solely in its capacity
as Receiver of the Property, and not in its
personal or corporate capacity

Per:
Name:
Title:

SCHEDULE "C"

Demand for Notice

TO: **KingSett Mortgage Corporation**
 c/o Osler, Hoskin & Harcourt LLP
 Attention: Mary Buttery, K.C., Emma Newbery, Lucas Hodgson
 Email: muttery@osler.com, enewbery@osler.com, lhodgson@osler.com

AND TO: **KSV Restructuring Inc.**
 c/o Bennett Jones LLP
 Attention: Sean Zweig, Joshua Foster and Andrew Froh
 Email: zweigs@bennettjones.com, fosterj@bennettjones.com,
 froha@bennettjones.com

Re: In the matter of the Receivership of 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. and MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP and MINORU VIEW HOMES LTD. and THIND PARKING CORP.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By facsimile, at the following facsimile number (or numbers):

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Appendix "A" – Description of the Lands

Lands owned by Minoru View Homes Ltd.

1. LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN EPP112775, PID 031-656-561

Lands owned by 6511 Sussex Development Ltd.

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366

8. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374
9. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382
10. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498
11. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451
12. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630
13. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664
14. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753
15. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915
16. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931

17. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-026
18. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-077
19. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-166
20. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-255
21. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-271
22. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-344
23. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-361
24. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-395
25. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-450

26. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-468
27. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-476
28. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-484
29. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-514
30. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-522
31. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-531
32. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-549
33. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-573
34. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-603

35. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-611
36. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-620
37. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-638
38. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-646
39. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-654
40. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-662
41. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-701
42. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-719
43. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-727

44. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-735
45. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743
46. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751
47. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778
48. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786
49. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794
50. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808
51. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816
52. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824

53. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-832
54. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-841
55. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-859
56. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-867
57. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-875
58. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-883
59. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-891
60. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-905
61. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-930

62. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-956
63. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-964
64. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-999
65. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-006
66. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-014
67. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-022
68. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-031
69. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-049
70. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-057

71. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-065
72. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-073
73. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-081
74. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-090
75. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-103
76. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-111
77. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-120
78. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-138
79. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-146

80. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-154
81. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-162
82. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-171
83. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-201
84. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-235
85. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-251
86. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-260
87. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-278
88. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-286

89. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-294
90. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-308
91. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-316
92. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-324
93. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-332
94. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-341
95. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-359
96. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-367
97. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-375

98. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-383
99. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391
100. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
101. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
102. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
103. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
104. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
105. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
106. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464

107. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472
108. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481
109. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
110. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
111. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
112. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
113. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
114. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
115. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553

116. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561
117. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588
118. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600
119. STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618

APPENDIX C

[ATTACHED]



No. S-247764 / No. S-261991
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD., MINORU SQUARE DEVELOPMENT LIMITED
PARTNERSHIP, MINORU VIEW HOMES LTD., and THIND PARKING CORP.

RESPONDENTS

AND

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENTS

SIXTH REPORT OF THE RECEIVER
– and –
PRE-FILING REPORT OF KSV RESTRUCTURING INC., AS PROPOSED MONITOR

March 31, 2026

Contents	Page
1.0 Introduction	1
1.1 Purpose of this Report.....	5
1.2 Scope and Terms of Reference.....	6
1.3 Currency	7
1.4 KSV's Qualifications to Act as Monitor	7
2.0 Background	7
2.1 Creditors	8
2.1.1 KingSett Indebtedness.....	8
2.1.2 Strata Corporation	10
2.1.3 Canada Revenue Agency	10
2.1.4 Builder's Lien Claimants	10
2.1.5 Other Creditors	11
3.0 Proposed CCAA Proceedings.....	11
4.0 Cash Flow Forecast	12
5.0 Initial Order.....	13
5.1 Enhanced Powers	13
5.2 Administration Charge	15
5.2.1 Priority of the Charges	15
5.3 Creditor Notification	16
6.0 Comeback Hearing	16
7.0 Second Amended and Restated Ancillary Order	17
8.0 Activities of the Receiver	18
9.0 Conclusion and Recommendation	21

Appendix

Tab

Second Amended and Restated Receivership Order dated October 3, 2025	A
Amended and Restated AVO dated October 17, 2025	B
Amended and Restated Ancillary Order dated October 17, 2025	C
Receiver's Fourth Report dated September 30, 2025 (without appendices)	D
KSV's Consent to Act as Monitor	E
Cash Flow Forecast	F
KSV's Report on Cash Flow Forecast	G

1.0 Introduction

1. On December 13, 2024, the Supreme Court of British Columbia (the “**Court**”) granted an order (the “**Receivership Order**”) pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, appointing KSV Restructuring Inc. (“**KSV**”) as the receiver (in such capacity, the “**Receiver**”), without security, of the property described in Appendix “A” of the Receivership Order (the “**Lands**”) and all right, title, and interest of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”), Minoru Square Development Limited Partnership (“**Minoru LP**”), and Minoru View Homes Ltd. (“**Minoru Homes**” and collectively with 6511 Sussex and Minoru LP, the “**Initial Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (together with the Lands, the “**Initial Property**”), including all proceeds thereof (the “**Receivership Proceedings**”).
2. On January 20, 2025, on application by the Receiver, the Court granted, among other orders, an amended and restated Receivership Order (the “**Amended and Restated Receivership Order**”):
 - a) expanding the scope of the receivership by appointing KSV as the receiver, without security, of all of Thind Parking Corp.’s (“**TPC**”, and together with the Initial Debtors, the “**Debtors**”) presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including the proceeds thereof (collectively, the “**Parking Property**”, and together with the Initial Property, the “**Property**”); and
 - b) increasing the Receiver’s maximum permitted borrowings under the Receivership Order (the “**Receiver’s Permitted Borrowings**”) to \$2,303,860 and granting a corresponding increase to the second-ranking super-priority charge (the “**Receiver’s Borrowings Charge**”) over the Property for the purpose of funding the exercise of the powers and duties conferred upon the Receiver pursuant to the Amended and Restated Receivership Order.
3. On April 2, 2025, on application by the Receiver, the Court granted an order (the “**Minoru Sale Process Order**”), among other things:
 - a) authorizing and empowering the Receiver to enter into the Listing Agreement dated March 24, 2025, with Jones Lang LaSalle Real Estate Services, Inc. (“**JLL**”); and

- b) approving the sale process (the “**Minoru Sale Process**”), substantially as described in the Second Report of the Receiver dated March 24, 2025 (the “**Second Report**”), and authorizing the Receiver and JLL to carry out the Minoru Sale Process in accordance with its terms and the terms of the Minoru Sale Process Order.
- 4. Additional information concerning the Debtors, the Receiver’s applications for the Amended and Restated Receivership Order and the Minoru Sale Process Order and the Minoru Sale Process (which remains ongoing) is provided in the First Report of the Receiver dated January 13, 2025 (the “**First Report**”) and the Second Report, as applicable, and is not repeated herein.
- 5. On October 3, 2025, on application by the Receiver, the Court granted, among other things, an order (the “**Second Amended and Restated Receivership Order**”) amending and restating the Amended and Restated Receivership Order, for the purposes of:
 - a) expanding the scope of the receivership by appointing KSV as the receiver, without security, of all right, title and interest of the Debtors in the funds held by Fasken Martineau DuMoulin LLP as security pursuant to the letter agreement dated November 25, 2024, among KingSett, 6511 Sussex, and Gurmail Singh, by their respective counsel, including all interest thereon; and
 - b) clarifying the Receiver’s authority to manage, direct, defend, settle, or compromise the proceedings styled as *Singh v 6511 Sussex Heights Development Ltd.*, bearing BCSC Action No. S-255846 (the “**Singh Action**”) in connection with the hotel component (the “**Hotel Component**”) situated within the Highline Project that was sold by 6511 Sussex prior to the granting of the Receivership Order.
- 6. Additional information regarding the Singh Action and the Receiver’s application for the Second Amended and Restated Receivership Order is provided in the Third Report of the Receiver dated September 22, 2025 (the “**Third Report**”) and is not repeated herein. A copy of the Second Amended and Restated Receivership Order is attached as **Appendix “A”**.

7. On October 17, 2025, on application by the Receiver, the Court granted, among other things:
- a) an order (the “**Amended Highline Sale Process Order**”) approving an amended sale process (the “**Amended Highline Sale Process**”), substantially as described in the Fourth Report of the Receiver dated September 30, 2025 (the “**Fourth Report**”), with respect to the 119 strata lots (collectively, the “**Remaining Units**” or the “**Highline Property**”) situated within the 48-story mixed-use tower located at 6511 Sussex Avenue, Burnaby, BC (the “**Highline Project**”), and the retention of Anthem Properties Group Ltd. and Anthem Realty Ltd. (together, “**Anthem**”) to act as the sales agent in the Amended Highline Sale Process pursuant to a Sale, Marketing and Customer Services Agreement dated September 24, 2025 (the “**Anthem Agreement**”), and subject to the filing of a disclosure statement amendment by the Receiver as contemplated under the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended (“**REDMA**”), authorizing the Receiver and Anthem to carry out the Amended Highline Sale Process;
 - b) an order (the “**Amended and Restated AVO**”) authorizing the Receiver to sell, pursuant to any sale agreements arising from the Amended Highline Sale Process that satisfy prescribed sale conditions (each, a “**Sale Agreement**”), any and all of the Remaining Units including all fixtures and chattels in each case, as designated and described in the applicable Sale Agreement (each, a “**Purchased Unit**”), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith; and
 - c) an order (the “**Amended and Restated Ancillary Order**”), among other things:
 - i. authorizing certain distributions from the purchase price from each Purchased Unit (the “**Sale Proceeds**”), including, subject to the Receiver’s determination of the amounts owed by 6511 Sussex to The Owners, Strata Plan EPS 9599 (the “**Strata Corporation**”) that are secured by the liens registered by the Strata Corporation against the Remaining Units (collectively, the “**Strata Liens**”), if any (any such amounts so determined being, the “**Priority Indebtedness**”), or the determination of the Priority Indebtedness by this Court, authorizing and directing the Receiver to make a distribution to the Strata Corporation equal to the Priority Indebtedness in full satisfaction of the Strata Liens (the “**Strata Lien Distribution**”); and

- ii. increasing the Receiver's Permitted Borrowings from \$2,303,860 to \$3,800,000, and granting a corresponding increase to the Receiver's Borrowings Charge.
- 8. Additional information regarding the Receiver's application for the Amended Highline Sale Process Order, the Amended Highline Sale Process, the Amended and Restated AVO, and the Amended and Restated Ancillary Order is included in the Fourth Report and is not repeated herein. Copies of the Amended and Restated AVO, the Amended and Restated Ancillary Order and the Fourth Report (without appendices) are attached as **Appendices "B", "C" and "D"**, respectively.
- 9. On December 19, 2025, on application by the Receiver, the Court granted an order (the **"Minoru Ancillary Order"**), among other things:
 - a) authorizing the Receiver to sell, convey, transfer, lease, assign or dispose of certain 56-foot steel beams situated on the Lands owned by Minoru Homes (the **"Steel Assets"**), or any part or parts thereof out of the ordinary course of business without further approval of the Court, provided that the Receiver shall hold the net proceeds of the Steel Assets (the **"Steel Proceeds"**) in trust pending agreement among the Receiver, KingSett, D-Third Construction Minoru Ltd. and D-Third Development Ltd., to the entitlement to such Steel Proceeds or the final determination by the Court;
 - b) increasing the Receiver's Permitted Borrowings from \$3,800,000 to \$8,110,000, and granting a corresponding increase to the Receiver's Borrowings Charge; and
 - c) approving the Receiver's activities, as set out in the First Report, Second Report, Third Report, Fourth Report, and Fifth Report of the Receiver dated December 8, 2025 (the **"Fifth Report"** and collectively with the First Report, Second Report, Third Report and Fourth Report, the **"Previous Reports"**).
- 10. Additional information regarding the Steel Assets and the Receiver's application for the Minoru Ancillary Order is provided in the Fifth Report and is not repeated herein.
- 11. On March 18, 2026, KingSett Mortgage Corporation (**"KingSett"**) filed a Petition with the Court seeking an order (the **"Initial Order"**) under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the **"CCAA"**), among other things, declaring that 6511 Sussex is a "debtor company" to which the CCAA applies (the **"CCAA Proceedings"**), and appointing KSV as the monitor of 6511 Sussex in the CCAA Proceedings (if appointed in such capacity, the **"Monitor"**), with Enhanced Powers (as defined below).

12. KSV is filing this report (this “**Report**”) in its capacity as Receiver of the Debtors and as the proposed monitor of 6511 Sussex (in such capacity, the “**Proposed Monitor**”). If the proposed Initial Order is granted by the Court, the Monitor will file a report in respect of the relief to be sought by the Monitor at a further application to be heard within 10 days of the initial hearing (the “**Comeback Hearing**”), as well as any material matters that arise in the CCAA Proceedings after the date of this Report.

1.1 Purpose of this Report

1. The purpose of this Report is to provide the Court with further information, and the Receiver’s and the Proposed Monitor’s recommendations, with respect to the relief sought by the Receiver pursuant to the proposed Second Amended and Restated Ancillary Order (as defined below) and the relief sought by KingSett pursuant to the proposed Initial Order, including:
 - a) KSV’s qualifications to act as Monitor;
 - b) background information with respect to the Debtors;
 - c) the basis for the commencement of the CCAA Proceedings;
 - d) the cash flow projection for the period of March 30 to July 26, 2026 (the “**Cash Flow Forecast**”);
 - e) the terms of the proposed Initial Order, including:
 - i. the Enhanced Powers; and
 - ii. the rationale for a charge in the amount of \$250,000 (the “**Administration Charge**”) on 6511 Sussex’s current and future property, assets, and undertakings (collectively, the “**6511 Sussex Property**”) to secure the fees and disbursements of the Monitor and its legal counsel, and the ranking of the Administration Charge, the Receiver’s Charge (as defined in the Second Amended and Restated Receivership Order), and the Receiver’s Borrowings Charge (collectively, the “**Charges**”);
 - f) a summary of the anticipated next steps in the CCAA Proceedings, should the Court grant the proposed Initial Order; and

- g) information in support of the Receiver's application for an order (the "**Second Amended and Restated Ancillary Order**"), among other things:
- i. amending and restating the Amended and Restated Ancillary Order for the purposes of, among other things, authorizing and directing the Receiver, its counsel and other agents to make or cause to be made to KingSett one or more distributions, payments or adjustments (collectively, the "**Distributions**") from the Sale Proceeds, subject to such holdbacks as the Receiver considers necessary or appropriate to satisfy priority claims against the applicable Purchased Unit and/or to fund the Receivership Proceedings; and
 - ii. approving the Receiver's activities, as set out in this Report.

1.2 Scope and Terms of Reference

1. In preparing this Report, the Receiver and the Proposed Monitor have relied upon the Debtors' unaudited financial information, books and records, information available in the public domain, and discussions with KingSett, Anthem, the Debtors' management, and representatives of Thind Properties Ltd. ("**Thind**"), an entity related to the Debtors.
2. Neither the Receiver nor the Proposed Monitor has performed an audit or otherwise attempted to verify the accuracy or completeness of the financial information relied on in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver and the Proposed Monitor express no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own diligence.
3. An examination of the Cash Flow Forecast as outlined in the Chartered Professional Accountants of Canada Handbook has not been performed. Future oriented financial information relied upon in this Report is based upon assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. Neither the Receiver nor the Proposed Monitor express any opinion or other form of assurance as to whether the Cash Flow Forecast will be achieved.

4. Additional background concerning the Debtors and the events leading to the Receivership Proceedings and CCAA Proceedings is provided in the Affidavits of Daniel Pollack, a representative of KingSett, sworn November 5, 2024 and March 18, 2026 (together, the “**Pollack Affidavits**”) and the Previous Reports. The Pollack Affidavits, the Previous Reports, and all other Court materials filed in the Receivership Proceedings and the CCAA Proceedings, are available at: www.ksvadvisory.com/experience/case/highline-and-minoru (the “**Case Website**”).

1.3 Currency

1. Unless otherwise noted, all currency references in this Report are in Canadian dollars.

1.4 KSV’s Qualifications to Act as Monitor

1. KSV is a licensed trustee within the meaning of section 2 of the BIA. KSV is not subject to any of the restrictions to act as monitor set out in subsection 11.7(2) of the CCAA.
2. KSV has consented to act as Monitor in the CCAA Proceedings should the proposed Initial Order be granted. A copy of KSV’s consent to act as Monitor is attached as **Appendix “E”**.
3. KSV has significant experience acting as a CCAA monitor and in other Court-officer capacities in insolvency proceedings, particularly within the real estate sector. This includes acting as the Court-appointed monitor of entities related to 6511 Sussex (Beta View Homes Ltd., Lumina Eclipse Limited Partnership, Lumina Eclipse GP Ltd. and D-Third Development Beta Ltd.) and as the Court-appointed receiver for several entities related to 6511 Sussex (District Northwest Limited Partnership and 105 University View Homes Ltd.).
4. KSV and its representatives have not, at any time in the past two years, been: (i) a director, officer, or employee of 6511 Sussex; (ii) related to 6511 Sussex, or to any director or officer of 6511 Sussex; or (iii) the auditor, accountant, or legal counsel, or a partner or employee of the auditor, accountant, or legal counsel of 6511 Sussex.

2.0 Background

1. The Debtors consist of 6511 Sussex, TPC (together with 6511 Sussex, the “**Highline Debtors**”), Minoru LP and Minoru Homes, each of which is a single-purpose entity. 6511 Sussex, Minoru Homes, and TPC are corporations incorporated pursuant to the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended. Minoru LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended.

2. 6511 Sussex is the registered owner of the Remaining Units situated within the Highline Project. Prior to the granting of the Receivership Order, 6511 Sussex was engaged in the development of the Highline Project, consisting of, among other things, 332 strata lots, and the Hotel Component, which, as previously noted, was sold prior to the Receivership Proceedings.
3. Minoru LP and Minoru Homes are the beneficial and registered owners, respectively, of a 3.86-acre development site located at 5740, 5760, and 5800 Minoru Boulevard, Richmond, BC (the “**Minoru Property**”). Prior to the Receivership Proceedings, Minoru LP and Minoru Homes were engaged in the development of a mixed-use community on the Minoru Property consisting of one office tower and three residential towers with a total of 429 units (the “**Minoru Project**”). Construction of the Minoru Project has not yet commenced.

2.1 Creditors

2.1.1 KingSett Indebtedness

1. In connection with the Highline Project and the Minoru Project, the Initial Debtors entered into the following commitment letters (together, the “**Commitment Letters**”):
 - a) a commitment letter dated October 18, 2021 (as amended by a first amending agreement dated February 14, 2022, a second amending agreement dated March 20, 2023, and a third amending agreement dated February 23, 2024), among, *inter alios*, Minoru Square Development GP Ltd. (“**Minoru GP**”), in its capacity as the general partner for and on behalf of Minoru LP, as borrower, Minoru Homes, as nominee, 6511 Sussex, as guarantor, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$72,650,000 (the “**Minoru Loan**”); and
 - b) a commitment letter dated March 5, 2024, among, *inter alios*, 6511 Sussex, as borrower, Minoru Homes and Minoru GP, in its capacity as the general partner for and on behalf of Minoru LP, as guarantors, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$176,500,000 (the “**Highline Loan**”).
2. As of January 6, 2025, the total indebtedness to KingSett under each of the Minoru Loan and Highline Loan was as follows:

- a) **Minoru Loan** – approximately \$77 million (the “**Minoru Indebtedness**”), accruing interest at a rate of approximately \$25,644 per day; and
 - b) **Highline Loan** – approximately \$103 million (the “**Highline Indebtedness**”), accruing interest at a rate of approximately \$30,078 per day.
3. The payment and performance of the Highline Indebtedness and Minoru Indebtedness is secured by, among other things:
- a) **Highline Indebtedness:** (i) a first mortgage/charge in the principal amount of \$283,750,000 and an assignment of rents registered against the Highline Property in favour of KingSett; (ii) a general security agreement dated March 20, 2024, between 6511 Sussex, as grantor, and KingSett, as grantee; and (iii) a collateral mortgage/charge in the principal amount of \$80,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett; and
 - b) **Minoru Indebtedness:** (i) a first mortgage/charge in the principal amount of \$61,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett; (ii) a second mortgage/charge in the principal amount of \$80,000,000 registered against the Minoru Property in favour of KingSett; and (iii) a general security agreement dated October 29, 2021, between Minoru Homes, as grantor, and KingSett, as grantee.
4. As described in the First Report, following the granting of the Receivership Order, the Receiver requested that its independent counsel¹ conduct a review of certain of the security granted by the Initial Debtors in favour of KingSett in respect of the Highline Indebtedness and the Minoru Indebtedness. Subject to the customary qualifications and assumptions set out therein, the Receiver’s independent counsel provided written opinions that the security granted by the Initial Debtors constitutes valid security, enforceable in accordance with its terms, perfected, where necessary by registration. The opinions also state that each of the applicable mortgages in favor of KingSett, registered against the Highline Property and the Minoru Property, constitutes a valid, fixed, and specific charge on such property as of the date of the opinion.

¹ Bennett Jones LLP (“**Bennett Jones**”), counsel to the Receiver in the Receivership Proceedings, was involved in registering KingSett’s security for the Highline Loan and the Minoru Loan. To avoid any potential conflicts, the Receiver retained Redpoint Law LLP to provide the security opinions discussed in the First Report and herein.

2.1.2 Strata Corporation

1. In response to KingSett's Petition for the Receivership Order (the "**Strata Response**"), the Strata Corporation asserted that, as at December 6, 2024, it was owed approximately \$1.1 million from 6511 Sussex, consisting of: (i) unpaid strata fees and interest (\$469,549); (ii) further unpaid strata fees and amounts owed under section 116 of the *Strata Property Act*, S.B.C. 1998, c. 43, as amended (\$472,820); and (iii) amounts owing pursuant to a master airspace easement agreement and Section 219 Covenant dated October 13, 2023 (\$157,647).
2. As indicated within the Strata Response, the Strata Corporation filed the Strata Liens against the Remaining Units to secure the aggregate asserted claim of approximately \$942,369, and the costs to enforce such Strata Liens.
3. As at the date of this Report, the Receiver continues to work with the Strata Corporation and its legal counsel to determine the Priority Indebtedness and resolve the Strata Liens, as contemplated under the Amended and Restated Ancillary Order.

2.1.3 Canada Revenue Agency

1. On January 8, 2025, the Receiver received a letter from the Canada Revenue Agency (the "**CRA**") stating that 6511 Sussex owes \$8,152,926 in goods and services tax/harmonized sales tax ("**GST**"). This amount includes a deemed trust claim of \$7,551,095 under the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**CRA Deemed Trust Claim**"), and penalties and interest of \$601,831.
2. In connection with the adjournment of an application previously brought by KingSett to assign 6511 Sussex into bankruptcy under the BIA, the CRA agreed to permit distributions in the Receivership Proceedings to KingSett notwithstanding the CRA Deemed Trust Claim.

2.1.4 Builder's Lien Claimants

1. As of March 16, 2026, the following builder's liens have been registered against the Highline Property (or portions thereof):
 - a) Jab Contracting Ltd. – \$1,905,810.39;

b) 1364410 B.C. Ltd. – \$42,613.65;² and

c) Hari Stones Limited – \$255,079.85.³

2. The Receiver has not yet reviewed or vetted any registered builder's lien. However, the Receiver has confirmed that the KingSett Indebtedness was not advanced subsequent to the registration of any builder's lien that was not (or was not intended to have been) previously discharged.

2.1.5 Other Creditors

1. As noted in the First Report, based on the Receiver's review of 6511 Sussex's books and records, 6511 Sussex's unsecured creditors are owed approximately \$1.1 million in addition to the unsecured and non-priority claim asserted by the Strata Corporation noted above.

3.0 Proposed CCAA Proceedings

1. Following consultation with KingSett, the Receiver determined that it is in the best interests of the Highline Debtors and their stakeholders to conduct, in parallel with the Amended Sale Process, a sale process supported by a stalking horse bid (the "**Stalking Horse Bid**") in respect of the 6511 Sussex Property (the "**Stalking Horse Sale Process**").
2. In connection with the anticipated Stalking Horse Sale Process, the Receiver understands that KingSett intends to submit the Stalking Horse Bid, pursuant to which it will credit bid the indebtedness due to KingSett by 6511 Sussex, including the Highline Indebtedness, and subscribe for shares in the capital of 6511 Sussex.
3. Absent a bankruptcy under the BIA or a filing under the CCAA in respect of 6511 Sussex, the credit bid cannot be implemented without the payment or assumption of the CRA Deemed Trust Claim. As a result, KingSett is seeking the proposed Initial Order and the protections granted under the CCAA to reverse the priority of the CRA Deemed Trust Claim and thereby facilitate the submission of its Stalking Horse Bid. The CCAA Proceedings are intended to proceed in parallel with the Receivership Proceedings, and will not include or otherwise affect the Minoru Property.

² The Receiver notes that substantially all of 1364410 B.C. Ltd.'s builder's liens were discharged from title to the Highline Property in accordance with an order granted on January 25, 2024, and that its remaining builder's lien appears to be registered in error.

³ In addition to such builder's liens, AVI Masonry Ltd. has filed a certificate of pending litigation against the Highline Property.

4. The Proposed Monitor understands that the CRA has advised that it does not intend to take a position on KingSett's Petition for the proposed Initial Order or appear at the hearing of such Petition.

4.0 Cash Flow Forecast

1. The Receiver and the Proposed Monitor have prepared a Cash Flow Forecast for 6511 Sussex reflecting the forecasted receipts and disbursements of same in the CCAA Proceedings and Receivership Proceedings for the period March 30 to July 26, 2026 (the "**Cash Flow Period**"). The Cash Flow Forecast is attached as **Appendix "F"**.⁴ The Cash Flow Forecast demonstrates that 6511 Sussex can fund its business during the Receivership Proceedings and CCAA Proceedings.
2. A summary of the Cash Flow Forecast⁵ is provided below:

(Unaudited; CAD; \$000s)	Note	March 30 to July 26, 2026
Receipts	A	-
Disbursements		
Strata fees	B	(138)
Construction costs	C	(453)
Insurance	D	(32)
Professional fees	E	(300)
Other expenses	F	(80)
Contingency	G	(100)
		<u>(1,103)</u>
Net cash flow		(1,103)
Opening cash balance		1
Net cash flow		(1,103)
Receiver's borrowing		<u>1,103</u>
Ending cash balance		<u>1</u>

3. The Receiver and the Proposed Monitor note the following regarding the Cash Flow Forecast:

⁴ Given this is a creditor-driven CCAA application, management was not involved in preparing the Cash Flow Forecast and, accordingly, Management's Report on Cash Flow has not been included.

⁵ The notes to the Cash Flow Forecast provide the underlying assumptions, including a description of each line item.

- a) Receipts: although certain Remaining Unit sales are expected to close in early-May 2026, for the purposes of the Cash Flow Forecast, proceeds from such sales have not been included during the Cash Flow Period;
 - b) Strata fees: reflects monthly fees payable to the Strata Corporation. Amounts related to the potential Strata Lien Distribution have not been included in the Cash Flow Forecast given that their timing and quantum are unknown at this time;
 - c) Construction costs: includes the repairs required to the Remaining Units to prepare same for sale;
 - d) Insurance: represents commercial general liability and property insurance coverage for the Remaining Units;
 - e) Professional fees: includes fees of the Monitor, the Receiver, and Bennett Jones;
 - f) Other expenses: includes sales taxes, permit costs, utilities, fees and expenses pursuant to the Anthem Agreement, and other administrative expenses; and
 - g) Contingency: accounts for any unforeseen expenses.
4. Based on the Receiver's and the Proposed Monitor's review of the Cash Flow Forecast, the assumptions appear reasonable. The Proposed Monitor's statutory report on the Cash Flow Forecast is attached as **Appendix "G"**.

5.0 Initial Order

5.1 Enhanced Powers

1. The Initial Order, if granted, will provide the Monitor with enhanced powers to ensure that it is able to deal with the 6511 Sussex Property and enter into the Stalking Horse APS (as defined below). The enhanced powers detailed in paragraph 19 of the proposed Initial Order (the "**Enhanced Powers**") include the authority to:
- a) perform any and all actions or take any steps and execute, assign, issue and endorse all agreements, instructions, documents, and writings for and on behalf of, and in the name of, 6511 Sussex, in order to facilitate the performance of 6511 Sussex's powers or obligations under the Initial Order, any other order of the Court in the Receivership Proceedings or the CCAA Proceedings or otherwise, and to carry out the Monitor's duties;

- b) cooperate in, or facilitate the performance of, the Receiver's obligations and duties in the Receivership Proceedings;
 - c) develop the Stalking Horse Sale Process in respect of all or substantially all of the 6511 Sussex Property or the shares in the capital of 6511 Sussex and such other assets, undertakings and properties related thereto as the Monitor may deem appropriate;
 - d) negotiate a stalking horse sale agreement for and on behalf of 6511 Sussex in respect of the 6511 Sussex Property or the shares in the capital of 6511 Sussex and such other assets, undertakings and properties related thereto as the Monitor may deem appropriate (the "**Stalking Horse APS**");
 - e) cause 6511 Sussex to take such steps as the Monitor determines may be reasonably necessary or appropriate to comply with REDMA;
 - f) apply to the Court for an order approving the Stalking Horse Sale Process and, if applicable, the Stalking Horse APS and any other orders necessary or advisable to carry out its powers and obligations under the Initial Order or any other order of the Court; and
 - g) take any steps reasonably incidental to the exercise by the Monitor of the powers listed above or the performance of any statutory obligation.
2. The Proposed Monitor believes that the Enhanced Powers are reasonable and appropriate in the circumstances given that they are:
- a) intended to ensure that the CCAA Proceedings can progress efficiently and are limited to those required during the initial 10-day stay period, including the power to negotiate and enter into the Stalking Horse APS with KingSett, which the Monitor will seek approval of at the Comeback Hearing;
 - b) similar to those granted by Canadian Courts in other CCAA proceedings with similar circumstances and will ensure that the 6511 Sussex Property and the interests of the 6511 Sussex's stakeholders are safeguarded;
 - c) necessary given the absence of 6511 Sussex's management in the operation of its business since the commencement of the Receivership Proceedings; and

- d) consistent with, and less expansive than, the powers already conferred upon the Receiver under the Second Amended and Restated Receivership Order.

5.2 Administration Charge

1. KingSett is seeking an Administration Charge under the Initial Order in an amount of \$250,000 to secure the fees and expenses of the Monitor and its counsel in connection with the CCAA Proceedings. The Administration Charge is proposed to rank *pari passu* with the Receiver's Charge.
2. The Administration Charge is a standard provision in an initial order in a CCAA proceeding. It provides essential security for professionals engaged in assisting the debtor, protecting them if the debtor is unable to pay professional fees and costs during the CCAA process.
3. The proposed Administration Charge was determined by the Proposed Monitor, following consultation with KingSett and its legal counsel.
4. The Proposed Monitor believes that the Administration Charge of \$250,000 is reasonable and appropriate in the circumstances given the complexity of the CCAA Proceedings and the fees and disbursements incurred and to be incurred by the Proposed Monitor, and if appointed, the Monitor and its counsel.
5. The protection afforded by the Administration Charge is necessary to ensure the continued participation of the professionals required to advance the CCAA Proceedings, none of which are performing duplicative roles. Without this protection, such professionals may be unwilling to provide services essential to the CCAA Proceedings.

5.2.1 Priority of the Charges

1. KingSett proposes that the Charges, have the following priority:
 - a) First – the Administration Charge (up to the maximum amount of \$250,000) and the Receiver's Charge, *pari passu*; and
 - b) Second – the Receiver's Borrowings Charge.
2. Pursuant to the proposed Initial Order, the Administration Charge will not rank in priority to any Encumbrances (as defined in the Initial Order) in favour of persons that were not served with KingSett's Petition for the Initial Order.

5.3 Creditor Notification

1. The proposed Initial Order requires the Monitor to:
 - a) without delay, publish a notice in *The Globe and Mail* (National Edition) containing the information prescribed under the CCAA; and
 - b) within five days of the granting of the Initial Order:
 - i. make the Initial Order publicly available in the manner prescribed under the CCAA;
 - ii. send, in the prescribed manner, a notice to every known creditor who has a claim against the Debtors of more than \$1,000, advising that the order is publicly available; and
 - iii. prepare a list, showing the names and addresses of those creditors, and the estimated amounts of those claims, and make it publicly available in the prescribed manner, provided that the Monitor will not make the claims, names and addresses of the individuals who are creditors publicly available.
2. If appointed, the Monitor will fulfill the above-noted requirements and will also post the Initial Order and all application materials on the Case Website.

6.0 Comeback Hearing

1. If the proposed Initial Order is granted, the Monitor intends to seek:
 - a) an amended and restated Initial Order, among other things:
 - i. extending the stay of proceedings beyond the initial stay period;
 - ii. expanding the Enhanced Powers;
 - iii. elevating the priority of the Administration Charge ahead of all Encumbrances in favour of persons that were not served with KingSett's Petition for the Initial Order;
 - iv. declaring that the Superintendent of Real Estate shall not require 6511 Sussex or the Monitor, for and on behalf of 6511 Sussex, to file a new disclosure

statement under subsection 16(2) of REDMA nor take any steps that would otherwise trigger a purchaser's right of rescission under REDMA; and

- v. staying and suspending any rights and remedies of purchasers to rescind purchase agreements with 6511 Sussex or the Monitor, for and on behalf of 6511 Sussex, save and except for the exercise of purchasers' rights of rescission under subsections 21(2)(a) and 21(2)(b)(i) of REDMA; and
- b) an order, among other things:
 - i. approving the proposed Stalking Horse Sale Process; and
 - ii. authorizing the Monitor to enter into the Stalking Horse APS, solely for the purposes of acting as the Stalking Horse Bid in the Stalking Horse Sale Process.

7.0 Second Amended and Restated Ancillary Order

1. Pursuant to the Amended and Restated Ancillary Order, the Receiver is currently authorized to make distributions from the Sale Proceeds, subject to such holdbacks as the Receiver considers necessary or appropriate to satisfy priority claims against each Purchased Unit and/or to fund the Receivership Proceedings, including, without limitation, the Receiver's fees and the fees of its counsel, as follows:
 - a) to the CRA in respect of any GST required to be paid by the Receiver in connection with the closing of such Purchased Unit;
 - b) to such parties as are applicable in respect of any property tax arrears, strata fees, and such other customary disbursements for a transaction of a similar nature, in each case, in connection with the closing of such Purchased Unit; and
 - c) to Anthem in respect of the Compensation (as defined in the Anthem Agreement) payable pursuant to the Anthem Agreement, in connection with such Purchased Unit, including any commissions payable to a cooperating brokerage and any GST.
2. Pursuant to the proposed Second Amended and Restated Ancillary Order, the Receiver is also seeking to make the Distributions to KingSett, who is expected to suffer a shortfall in the Receivership Proceedings. The Distributions will reduce the Highline Indebtedness and thereby ensure the efficient administration of the Highline Debtors' estates.

3. The Receiver recommends that the Court issue the proposed Second Amended and Restated Ancillary Order for the following reasons:
 - a) as set out in the First Report and described above, the Receiver's independent counsel has provided a written opinion that the security granted by 6511 Sussex in favour of KingSett is valid and enforceable;
 - b) the Distributions will reduce the Highline Indebtedness, resulting in a corresponding reduction in 6511 Sussex's substantial interest obligations;
 - c) pursuant to the proposed Second Amended and Restated Ancillary Order, the Receiver will be entitled to hold back such amounts from the Sale Proceeds as it considers necessary or appropriate to satisfy priority claims against each Purchased Unit and to fund the Receivership Proceedings. As a result of its authority to holdback funds and the Receiver's borrowings, the Receiver is confident that it will have access to sufficient monies to advance the Receivership Proceedings; and
 - d) in connection with the adjournment of an application previously brought by KingSett to assign 6511 Sussex into bankruptcy under the BIA, the CRA agreed to permit distributions to KingSett notwithstanding the CRA Deemed Trust Claim.

8.0 Activities of the Receiver

1. Since the Fifth Report, the Receiver has undertaken the following key activities:
 - a) corresponding with the Debtors, including representatives of Thind, to obtain information concerning the Debtors;
 - b) corresponding with KingSett regarding all aspects of the Receivership Proceedings;
 - c) corresponding with the CRA with respect to tax accounts and outstanding remittances;
 - d) preparing and filing GST returns for the periods prior to and after the Receivership Order;
 - e) preparing and filing the Receiver's statutory reports with the Office of the Superintendent of Bankruptcy pursuant to subsection 246(2) of the BIA;

- f) reviewing and considering the Singh Action, in consultation with 6511 Sussex's principal and KingSett;
- g) preparing this Report;
- h) working with Bennett Jones to prepare the application materials in respect of the relief to be sought by the Receiver pursuant to the proposed Second Amended and Restated Ancillary Order;
- i) maintaining the Case Website;
- j) attending to, among other things, the following matters regarding the Highline Property:
 - i. preparing funding requests in connection with the payment of certain expenses, including, among other items: (1) payments to contractors and suppliers required for the Amended Highline Sale Process and the Deficiency Work (as defined below); (2) monthly strata fees; and (3) maintenance costs (insurance, utilities, security services, and other expenses);
 - ii. corresponding extensively with Anthem regarding the Amended Highline Sale Process, the amendments to the disclosure statement dated December 7, 2025, March 4, 2026, and March 26, 2026 (the "**Disclosure Statement Amendments**"), filed by the Receiver pursuant to REDMA, and the contract of purchase and sale included with the Disclosure Statement Amendments;
 - iii. working with Bennett Jones to prepare and file the Disclosure Statement Amendments;
 - iv. corresponding with the Highline Debtors' insurance broker to renew the insurance coverage on the Remaining Units;
 - v. working with Brasfield Builders Limited, who was retained by the Receiver to complete the canopy glass installation for the Highline Project, which is required to obtain a full occupancy permit from the City of Burnaby;
 - vi. obtaining extensions of the provisional occupancy and building permits from the City of Burnaby;

- vii. corresponding extensively with Bennett Jones, and reviewing various information provided by Lesperance Mendes Lawyers, counsel to the Strata Corporation, regarding the Strata Liens;
 - viii. responding to letters and emails from counsel to subcontractors and creditors regarding amounts outstanding for work performed on the Highline Project;
 - ix. negotiating an amendment to the Anthem Agreement to, among other things, simplify the process for the payment of commissions to cooperating brokerages and extend the term of the Anthem Agreement;
 - x. attending to matters regarding the repairs required to be performed on the Remaining Units (the “**Deficiency Work**”), including: (1) reviewing periodic progress reports prepared by Kanin Construction Inc. (“**Kanin**”), the construction manager retained by the Receiver to coordinate and complete the Deficiency Work; (2) reviewing and executing goods and/or services agreements with the subcontractors and suppliers; and (3) corresponding with Kanin and KingSett regarding progress and budget revisions; and
 - xi. corresponding with WBI Home Warranty Ltd. regarding the new home warranty coverage for the Remaining Units and the Deficiency Work; and
- k) attending to, among other things, the following matters regarding the Minoru Property:
- i. preparing funding requests in connection with the payment of certain expenses, including, among other items: (1) development management fees related to the development services agreement dated November 7, 2025 (the “**Development Services Agreement**”) between the Receiver and Townline Developments Inc. (“**Townline**”); and (2) maintenance costs (insurance, utilities, security services, and other expenses);
 - ii. corresponding with KingSett and Townline regarding the Development Services Agreement and the rezoning services required for the Minoru Property;
 - iii. reviewing, commenting on, and finalizing a lease dated January 29, 2026, including a side letter dated February 4, 2026 (together, the “**Minoru Lease**”), between the Receiver and Vancouver Coastal Health (“**VCH**”), wherein VCH has agreed to lease the Minoru Property for short and long-term parking for the period April 1, 2026 to April 1, 2029;

- iv. corresponding extensively with JLL, KingSett, VCH, and Townline regarding the Minoru Lease, the Development Services Agreement, and the work required to the Minoru Property pursuant to the Minoru Lease;
- v. responding to due diligence requests, reviewing correspondence from the City of Richmond, and facilitating access to the Minoru Property;
- vi. corresponding with Columbia Chrysler Dodge Jeep Ltd. ("**Columbia Chrysler**") regarding the Minoru Property, including Columbia Chrysler's lease of a portion of the Minoru Property and the anticipated timing for Columbia Chrysler to vacate same;
- vii. corresponding with Bennett Jones, KingSett, Townline, and McDougall Auctioneers Ltd., regarding the Steel Assets; and
- viii. corresponding with Optimum Security Inc., the third-party security company retained by the Receiver, regarding site inspections.

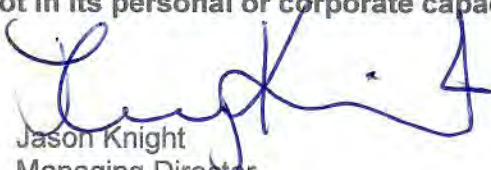
9.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver and the Proposed Monitor respectfully recommend that this Honourable Court grant the proposed Second Amended and Restated Ancillary Order and the proposed Initial Order, respectively.

* * *

All of which is respectfully submitted,

KSV RESTRUCTURING INC.,
solely in its capacity as Court-appointed receiver of
6511 Sussex Heights Development Ltd.,
Minoru Square Development Limited Partnership,
Minoru View Homes Ltd., and Thind Parking Corp.,
and in its capacity as proposed monitor of
6511 Sussex Heights Development Ltd.,
and not in its personal or corporate capacity

Per: 
Jason Knight
Managing Director

APPENDIX D

[ATTACHED]



No. S-247764
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.
and
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP
and
MINORU VIEW HOMES LTD.
and
THIND PARKING CORP.**

RESPONDENTS

ORDER MADE AFTER APPLICATION

AMENDED SALE PROCESS ORDER

BEFORE THE HONOURABLE)
JUSTICE MASUHARA) 17/Oct/2025
)

ON THE APPLICATION of KSV Restructuring Inc., in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the property described in Schedule “A” to this Order (collectively, the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd. and Thind Parking Corp. (collectively, the “**Debtors**”) in, among other things, all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, coming on for hearing at Vancouver, British Columbia, on the 17th day of October, 2025; **AND ON HEARING** Andrew Froh, counsel for the Receiver, and those other counsel listed on Schedule “B” hereto; **AND UPON READING** the Amended and Restated Ancillary Order of this Court dated as of the date hereof (as may be amended and restated from time to time, the “**Ancillary Order**”), and the material filed, including the Fourth Report of the Receiver dated September 30, 2025 (the “**Fourth Report**”) and the Confidential Supplement to the Fourth Report dated September 30, 2025;

THIS COURT ORDERS AND DECLARES THAT:

NOTICE & DEFINITIONS

1. Capitalized terms used but not otherwise defined in this Order have the meaning given to them in the Fourth Report.
2. The time for service of the Notice of Application and supporting materials for this Order is hereby abridged such that this Application is properly returnable today and service thereof on any interested party is hereby dispensed with.

LISTING AGREEMENT APPROVAL

3. The Receiver is hereby authorized and empowered, *nunc pro tunc*, to enter into the Sale, Marketing and Customer Services Agreement dated September 24, 2025, between the Receiver and Anthem Properties Group Ltd. and Anthem Realty Ltd. (together, the “**Sales Agent**”), in the form attached as Appendix “E” to the Fourth Report, with such minor amendments as may be acceptable to the Receiver and the Sales Agent (the “**Marketing Agreement**”). The Receiver is hereby authorized and directed to make the payments contemplated under the Marketing Agreement when earned and payable in accordance with its terms and conditions and those of the Ancillary Order.

SALE PROCESS APPROVAL

4. The amended sale process, substantially as described in the Fourth Report (the “**Amended Sale Process**”), be and is hereby approved. Subject to the filing of a disclosure statement amendment by the Receiver as contemplated under the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended, the Receiver and the Sales Agent are hereby authorized to carry out the Amended Sale Process in accordance with its terms and the terms of this Order, and to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder.
5. The Receiver and the Sales Agent and each of their respective assistants, affiliates, partners, directors, employees, advisors, agents and controlling persons shall have no liability or obligation with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of performing their duties under the Amended Sale Process, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of the Receiver or the Sales Agent, as applicable, as determined by this Court.

PIPEDA

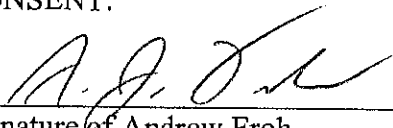
6. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, and any similar legislation in any other applicable jurisdictions, the Receiver is hereby authorized and permitted to disclose and provide to its agents, including, without limitation, the Sales Agent, and any potential purchasers in the Amended Sale Process, personal information of identifiable individuals but only to the extent desirable or required to negotiate or attempt to complete a transaction

pursuant to the Amended Sale Process (each a "**Transaction**"). Each person to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Receiver, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Receiver. Any purchaser under a Transaction shall maintain and protect the privacy of such information and, upon closing of a Transaction, shall be entitled to use the personal information provided to it that is related to the business and/or the property acquired pursuant to the Amended Sale Process in a manner that is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Receiver.

GENERAL

7. The Receiver may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.
8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
9. Endorsement of this Order by counsel appearing on this Application, other than counsel for the Receiver, is hereby dispensed with.

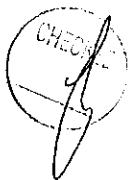
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Andrew Froh
☐ Party ☒ Lawyer for the Receiver


BY THE COURT

REGISTRAR



Schedule "A" – Description of the Lands

Lands Owned by Minoru View Homes Ltd.

1. LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN EPP112775, PID 031-656-561

Lands Owned by 6511 Sussex Development Ltd.

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
8. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-078-374

9. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-078-382
10. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-078-498
11. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-451
12. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-630
13. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-664
14. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-753
15. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-915
16. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-931
17. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-026

18. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-077
19. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-166
20. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-255
21. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-271
22. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-344
23. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-361
24. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-395
25. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-450
26. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-468

27. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-476
28. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-484
29. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-514
30. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-522
31. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-531
32. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-549
33. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-573
34. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-603
35. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-611

36. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-620
37. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-638
38. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-646
39. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-654
40. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-662
41. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-701
42. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-719
43. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-727
44. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-735

45. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743
46. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751
47. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778
48. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786
49. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794
50. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808
51. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816
52. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824
53. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-832

54. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-841
55. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-859
56. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-867
57. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-875
58. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-883
59. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-891
60. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-905
61. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-930
62. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-956

63. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-964
64. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-999
65. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-006
66. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-014
67. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-022
68. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-031
69. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-049
70. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-057
71. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-065

72. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-073
73. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-081
74. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-090
75. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-103
76. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-111
77. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-120
78. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-138
79. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-146
80. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-154

81. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-162
82. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-171
83. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-201
84. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-235
85. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-251
86. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-260
87. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-278
88. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-286
89. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-294

90. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-308
91. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-316
92. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-324
93. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-332
94. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-341
95. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-359
96. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-367
97. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-375
98. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-383

99. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391
100. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
101. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
102. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
103. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
104. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
105. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
106. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464
107. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472

108. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481
109. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
110. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
111. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
112. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
113. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
114. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
115. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553
116. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561

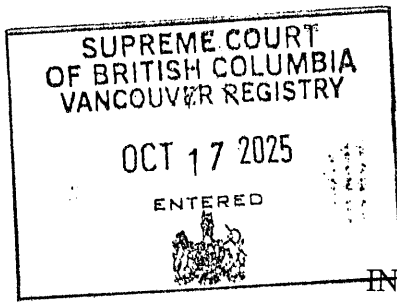
117. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588
118. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600
119. STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618

Schedule "B" – List of Counsel

[illegible]

APPENDIX E

[ATTACHED]



No. S-247764
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

and

MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP

and

MINORU VIEW HOMES LTD.

and

THIND PARKING CORP.

RESPONDENTS

ORDER MADE AFTER APPLICATION

AMENDED AND RESTATED APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE)
) 17/Oct/2025
JUSTICE MASUHARA)

ON THE APPLICATION of KSV Restructuring Inc., in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of, among other things, the property described in Schedule “A” to this Order (collectively, the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd., and Thind Parking Corp. (collectively, the “**Debtors**”) in, among other things, all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, coming on for hearing at Vancouver, British Columbia, on the 17th day of October, 2025; **AND ON HEARING** Andrew Froh, counsel for the Receiver, and those other counsel listed on Schedule “B” hereto; **AND UPON READING** the Second Amended and Restated Receivership Order of this Court dated October 3, 2025 (as may be amended or amended and restated from time to time, the “**Receivership Order**”) and the Amended Sale Process Order of this Court dated as of the date hereof, and the material filed, including the Fourth Report of the Receiver dated September 30, 2025 (the “**Fourth Report**”) and the Confidential Supplement to Fourth Report dated September 30, 2025;

THIS COURT ORDERS AND DECLARES THAT:

NOTICE & DEFINITIONS

1. Capitalized terms used but not otherwise defined in this Order have the meaning given to them in the Fourth Report.
2. The time for service of the Notice of Application and supporting materials for this Order is hereby abridged such that this Application is properly returnable today and service thereof on any interested party is hereby dispensed with.

APPROVAL OF UNIT TRANSACTIONS & VESTING OF PURCHASED UNITS

3. Subject to the filing of a disclosure statement amendment by the Receiver as contemplated under the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended, the Receiver is hereby authorized to sell, pursuant to any sale agreements arising from the Amended Sale Process that satisfy the Sale Conditions (each, a “**Sale Agreement**” and each transaction contemplated thereunder, a “**Unit Transaction**”), any and all of the strata lots that comprise the Lands, including all fixtures and chattels, in each case, as designated and described in the applicable Sale Agreement (each, a “**Purchased Unit**”), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith.
4. The execution of any Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of any Unit Transaction, the conveyance of any Purchased Unit to the purchaser(s) thereof (each, a “**Purchaser**”), and the assignment of any parking stalls and/or storage lockers to a Purchaser. The Receiver will, within a reasonable time, provide the Strata Corporation particulars of any assignments of parking stalls and/or storage lockers to a Purchaser after the conveyance of each Purchased Unit.
5. Upon delivery by the Receiver to the applicable Purchaser of a certificate substantially in the form attached as Schedule “C” hereto (in each case, the “**Receiver’s Certificate**”), all of 6511 Sussex Heights Development Ltd.’s right, title and interest in and to the Purchased Unit described in such Receiver’s Certificate shall vest absolutely in the Purchaser specified in such Receiver’s Certificate in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on column 2 of Schedule “D” hereto pertaining to the applicable Purchased Unit (all of which are collectively referred to as the “**Encumbrances**”, which term shall

not include the permitted encumbrances, easements and restrictive covenants listed on column 3 of Schedule "D" hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to such Purchased Unit are hereby expunged and discharged as against such Purchased Unit.

6. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from Bennett Jones LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter the Purchaser specified in the applicable Receiver's Certificate as the owner of the Purchased Unit identified therein, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and
 - (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Purchased Unit identified in the applicable Receiver's Certificate all of the registered Encumbrances except for those listed on column 3 of Schedule "D" hereto.
7. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of a Purchased Unit shall stand in the place and stead of such Purchased Unit, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of such Purchased Unit with the same priority as they had with respect to such Purchased Unit immediately prior to the sale, as if such Purchased Unit had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
8. The Receiver is to file with the Court a copy of each Receiver's Certificate forthwith after delivery thereof.
9. Subject to the terms of the applicable Sale Agreement, vacant possession of a Purchased Unit, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Possession Date (in each case, as defined within the applicable Sale Agreement as the second business day following the Completion Date (as defined in the Sale Agreement)), subject to the permitted encumbrances as set out in the applicable Sale Agreement and listed on column 3 of Schedule "D" hereto.
10. The Receiver, with the consent of the applicable Purchaser, shall be at liberty to extend the applicable Completion Date to such later date as those parties may agree without the

necessity of a further Order of this Court provided that all closing conditions continue to be satisfied.

11. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of the Debtors (or any of them) now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made by or in respect of the Debtors (or any of them),

the vesting of each of the Purchased Units in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors (or any of them) and shall not be void or voidable by creditors of the Debtors (or any of them), nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

- 12. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
- 13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

14. Endorsement of this Order by counsel appearing on this Application, other than counsel for the Receiver, is hereby dispensed with.

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



Signature of Andrew Froh

☐ Party ☒ Lawyer for the Receiver


BY THE COURT

REGISTRAR



Schedule "A" – Description of the Lands

Lands Owned by 6511 Sussex Development Ltd.

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
8. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374
9. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-078-382

10. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-078-498
11. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-451
12. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-630
13. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-664
14. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-753
15. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-915
16. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-931
17. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-026
18. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-077

19. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-166
20. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-255
21. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-271
22. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-344
23. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-361
24. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-395
25. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-450
26. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-468
27. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-476

28. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-484
29. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-514
30. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-522
31. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-531
32. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-549
33. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-573
34. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-603
35. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-611
36. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-620

37. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-638
38. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-646
39. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-654
40. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-662
41. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-701
42. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-719
43. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-727
44. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-735
45. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-743

46. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-751
47. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-778
48. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-786
49. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-794
50. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-808
51. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-816
52. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-824
53. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-832
54. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-841

55. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-859
56. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-867
57. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-875
58. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-883
59. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-891
60. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-905
61. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-930
62. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-956
63. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-964

64. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-999
65. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-006
66. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-014
67. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-022
68. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-031
69. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-049
70. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-057
71. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-065
72. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-073

73. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-081
74. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-090
75. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-103
76. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-111
77. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-120
78. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-138
79. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-146
80. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-154
81. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-162

82. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-171
83. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-201
84. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-235
85. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-251
86. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-260
87. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-278
88. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-286
89. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-294
90. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-308

91. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-316
92. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-324
93. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-332
94. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-341
95. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-359
96. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-367
97. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-375
98. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-383
99. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391

100. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
101. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
102. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
103. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
104. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
105. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
106. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464
107. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472
108. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481

109. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
110. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
111. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
112. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
113. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
114. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
115. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553
116. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561
117. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588

118. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600

119. STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618

Schedule “B” – List of Counsel

[illegible]

Schedule “C” – Form of Receiver’s Certificate

No. S-247764
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.
and
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP
and
MINORU VIEW HOMES LTD.
and
THIND PARKING CORP.**

RESPONDENTS

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Masuhara of the Supreme Court of British Columbia (the “**Court**”) dated December 13, 2024 (as amended and restated on January 20, 2025 and October 3, 2025, and as may be further amended or amended and restated from time to time, the “**Receivership Order**”), KSV Restructuring Inc. was appointed as the receiver (in such capacity, the “**Receiver**”), without security, of the property described in Schedule “A” to the Receivership Order (collectively, the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd., and Thind Parking Corp. in, among other things, all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands.

B. Pursuant to an Order dated October 17, 2025 (as amended or amended and restated from time to time, the “**Amended and Restated Approval and Vesting Order**”), the Court, among other things: (i) authorized the Receiver to sell, pursuant to the Sale Agreement dated [DATE] with [NAME(S) OF PURCHASER] (the “**Purchaser**”), the Purchased Unit, as designated and described in the Sale Agreement; and (ii) provided for the vesting in the Purchaser of all of 6511 Sussex Heights Development Ltd.’s right, title and interest in and to the Purchased Unit.

C. The vesting of 6511 Sussex Heights Development Ltd.'s right, title and interest in and to the Purchased Unit is to be effective upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the name of the Purchaser to which title is to be vested; (ii) the legal description of the Purchased Unit to be vested; (iii) the payment by the Purchaser of the Purchase Price for the Purchased Unit; and (iv) the transaction has been completed to the satisfaction of the Receiver.

D. Unless otherwise defined herein, capitalized terms have the meanings set out in the Sale Agreement or the Amended and Restated Approval and Vesting Order, as applicable.

THE RECEIVER CERTIFIES the following:

1. The Purchaser to whom title to the Purchased Unit is to be vested in is [NAME(S) OF PURCHASER].
2. The legal description of the Purchased Unit which is to be vested in the Purchaser is as follows:
[INSERT LEGAL DESCRIPTION OF THE PURCHASED UNIT]
3. The Purchaser has paid or made arrangements satisfactory to the Receiver to pay, and the Receiver has received or made arrangements satisfactory to the Receiver to receive, the Purchase Price for the Purchased Unit payable on the Completion Date in accordance with the Sale Agreement.
4. The transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver or arrangements for the completion of such transaction satisfactory to the Receiver have been made.
5. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

KSV RESTRUCTURING INC., solely in its capacity as the Court-appointed receiver of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd., and Thind Parking Corp., and not in its personal, corporate or any other capacity

Per: _____

Name: _____

Title: _____

**Schedule “D” – Claims, Encumbrances and Permitted Encumbrances in Respect of the
Purchased Units**

Column 1 Legal Description	Column 2 Claims to be Deleted/Expunged From Title	Column 3 Permitted Encumbrances, Easements and Restrictive Covenants
STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307	See Exhibit “A”	See Exhibit “B”
STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315	See Exhibit “A”	See Exhibit “B”
STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323	See Exhibit “A”	See Exhibit “B”
STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331	See Exhibit “A”	See Exhibit “B”
STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340	See Exhibit “A”	See Exhibit “B”

STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358	See Exhibit "A"	See Exhibit "B"
STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366	See Exhibit "A"	See Exhibit "B"
STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374	See Exhibit "A"	See Exhibit "B"
STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382	See Exhibit "A"	See Exhibit "B"
STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498	See Exhibit "A"	See Exhibit "B"
STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451	See Exhibit "A"	See Exhibit "B"
STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN	See Exhibit "A"	See Exhibit "B"

PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630		
STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664	See Exhibit "A"	See Exhibit "B"
STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753	See Exhibit "A"	See Exhibit "B"
STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915	See Exhibit "A"	See Exhibit "B"
STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931	See Exhibit "A"	See Exhibit "B"
STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-026	See Exhibit "A"	See Exhibit "B"
STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-077	See Exhibit "A"	See Exhibit "B"

STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-166	See Exhibit "A"	See Exhibit "B"
STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-255	See Exhibit "A"	See Exhibit "B"
STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-271	See Exhibit "A"	See Exhibit "B"
STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-344	See Exhibit "A"	See Exhibit "B"
STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-361	See Exhibit "A"	See Exhibit "B"
STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-395	See Exhibit "A"	See Exhibit "B"
STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN	See Exhibit "A"	See Exhibit "B"

PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-450		
STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-468	See Exhibit "A"	See Exhibit "B"
STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-476	See Exhibit "A"	See Exhibit "B"
STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-484	See Exhibit "A"	See Exhibit "B"
STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-514	See Exhibit "A"	See Exhibit "B"
STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-522	See Exhibit "A"	See Exhibit "B"
STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-531	See Exhibit "A"	See Exhibit "B"

STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-549	See Exhibit "A"	See Exhibit "B"
STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-573	See Exhibit "A"	See Exhibit "B"
STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-603	See Exhibit "A"	See Exhibit "B"
STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-611	See Exhibit "A"	See Exhibit "B"
STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-620	See Exhibit "A"	See Exhibit "B"
STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-638	See Exhibit "A"	See Exhibit "B"
STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN	See Exhibit "A"	See Exhibit "B"

PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-646		
STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-654	See Exhibit "A"	See Exhibit "B"
STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-662	See Exhibit "A"	See Exhibit "B"
STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-701	See Exhibit "A"	See Exhibit "B"
STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-719	See Exhibit "A"	See Exhibit "B"
STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-727	See Exhibit "A"	See Exhibit "B"
STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-735	See Exhibit "A"	See Exhibit "B"

STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743	See Exhibit "A"	See Exhibit "B"
STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751	See Exhibit "A"	See Exhibit "B"
STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778	See Exhibit "A"	See Exhibit "B"
STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786	See Exhibit "A"	See Exhibit "B"
STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794	See Exhibit "A"	See Exhibit "B"
STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808	See Exhibit "A"	See Exhibit "B"

STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816	See Exhibit "A"	See Exhibit "B"
STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824	See Exhibit "A"	See Exhibit "B"
STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-832	See Exhibit "A"	See Exhibit "B"
STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-841	See Exhibit "A"	See Exhibit "B"
STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-859	See Exhibit "A"	See Exhibit "B"
STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-867	See Exhibit "A"	See Exhibit "B"

STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-875	See Exhibit "A"	See Exhibit "B"
STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-883	See Exhibit "A"	See Exhibit "B"
STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-891	See Exhibit "A"	See Exhibit "B"
STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-905	See Exhibit "A"	See Exhibit "B"
STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-930	See Exhibit "A"	See Exhibit "B"
STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-956	See Exhibit "A"	See Exhibit "B"

STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-964	See Exhibit "A"	See Exhibit "B"
STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-999	See Exhibit "A"	See Exhibit "B"
STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-006	See Exhibit "A"	See Exhibit "B"
STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-014	See Exhibit "A"	See Exhibit "B"
STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-022	See Exhibit "A"	See Exhibit "B"
STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-031	See Exhibit "A"	See Exhibit "B"

STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-049	See Exhibit "A"	See Exhibit "B"
STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-057	See Exhibit "A"	See Exhibit "B"
STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-065	See Exhibit "A"	See Exhibit "B"
STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-073	See Exhibit "A"	See Exhibit "B"
STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-081	See Exhibit "A"	See Exhibit "B"
STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-090	See Exhibit "A"	See Exhibit "B"

STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-103	See Exhibit "A"	See Exhibit "B"
STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-111	See Exhibit "A"	See Exhibit "B"
STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-120	See Exhibit "A"	See Exhibit "B"
STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-138	See Exhibit "A"	See Exhibit "B"
STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-146	See Exhibit "A"	See Exhibit "B"
STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-154	See Exhibit "A"	See Exhibit "B"

STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-162	See Exhibit "A"	See Exhibit "B"
STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-171	See Exhibit "A"	See Exhibit "B"
STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-201	See Exhibit "A"	See Exhibit "B"
STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-235	See Exhibit "A"	See Exhibit "B"
STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-251	See Exhibit "A"	See Exhibit "B"
STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-260	See Exhibit "A"	See Exhibit "B"

STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-278	See Exhibit "A"	See Exhibit "B"
STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-286	See Exhibit "A"	See Exhibit "B"
STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-294	See Exhibit "A"	See Exhibit "B"
STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-308	See Exhibit "A"	See Exhibit "B"
STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-316	See Exhibit "A"	See Exhibit "B"
STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-324	See Exhibit "A"	See Exhibit "B"

STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-332	See Exhibit "A"	See Exhibit "B"
STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-341	See Exhibit "A"	See Exhibit "B"
STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-359	See Exhibit "A"	See Exhibit "B"
STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-367	See Exhibit "A"	See Exhibit "B"
STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-375	See Exhibit "A"	See Exhibit "B"
STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-383	See Exhibit "A"	See Exhibit "B"

STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391	See Exhibit "A"	See Exhibit "B"
STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405	See Exhibit "A"	See Exhibit "B"
STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413	See Exhibit "A"	See Exhibit "B"
STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421	See Exhibit "A"	See Exhibit "B"
STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430	See Exhibit "A"	See Exhibit "B"
STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448	See Exhibit "A"	See Exhibit "B"

STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456	See Exhibit "A"	See Exhibit "B"
STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464	See Exhibit "A"	See Exhibit "B"
STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472	See Exhibit "A"	See Exhibit "B"
STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481	See Exhibit "A"	See Exhibit "B"
STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499	See Exhibit "A"	See Exhibit "B"
STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502	See Exhibit "A"	See Exhibit "B"

STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511	See Exhibit "A"	See Exhibit "B"
STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529	See Exhibit "A"	See Exhibit "B"
STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537	See Exhibit "A"	See Exhibit "B"
STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545	See Exhibit "A"	See Exhibit "B"
STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553	See Exhibit "A"	See Exhibit "B"
STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561	See Exhibit "A"	See Exhibit "B"

STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588	See Exhibit "A"	See Exhibit "B"
STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600	See Exhibit "A"	See Exhibit "B"
STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618	See Exhibit "A"	See Exhibit "B"

Exhibit "A" – Claims to be Deleted/Expunged From Title

REGISTERED OWNER(S)	NATURE OF INTEREST(S)	REGISTRATION NUMBER
KINGSETT MORTGAGE CORPORATION	MORTGAGE	CB1229018
KINGSETT MORTGAGE CORPORATION	ASSIGNMENT OF RENTS	CB1229019
JAB CONTRACTING LTD.	CLAIM OF BUILDERS LIEN	CB1541681
HARI STONES LIMITED	CLAIM OF BUILDERS LIEN	BB1552598
1364410 B.C. LTD.	CLAIM OF BUILDERS LIEN	CB1094719
AVI MASONARY LTD.	CERTIFICATE OF PENDING LITIGATION	CB1823661
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1470913
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471030
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1470918
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471031
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471032
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471034
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471035
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471037
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1757879
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471039

THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471046
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471049
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471179
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471154
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471153
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471152
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471151
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471150
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471149
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1470911
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477147
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484945
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471144
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471143
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471141
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471138

THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471137
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1472046
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1472492
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473276
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473277
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473284
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473285
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473292
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1474546
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473585
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473586
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473587
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473588
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473592
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473594
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473604

THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473606
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473610
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473611
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1474786
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473662
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1473667
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1475354
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1475356
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1475357
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1475359
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1475364
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1475365
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1475366
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1475369
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1475370
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1475373

THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1475374
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477076
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477077
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477081
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477082
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477083
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477098
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477102
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477105
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477106
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477108
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477109
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477113
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477114
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477115
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477116

THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477118
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477119
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477133
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477122
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477124
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477127
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477130
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477131
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1480801
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1480805
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1483354
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1483381
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1480817
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1480823
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1480858
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1480862

THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1480866
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1482306
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1482307
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1483385
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1483391
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484887
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1483398
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1483403
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1483405
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1483406
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1483413
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1483414
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1483415
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484878
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484879
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484881

THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484891
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484893
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484894
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484896
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484901
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484908
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484912
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484930
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484931
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484934
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484935
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484937
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484940

**Exhibit “B” – Permitted Encumbrances, Easements and Restrictive Covenants Related to
the Lands**

Non-Financial Encumbrances

1. Covenant CA7154281;
2. Covenant CA7154284;
3. Covenant CA7154287;
4. Covenant CA7154289;
5. Covenant CA7154291;
6. Covenant CA7154294;
7. Covenant CA7154296;
8. Covenant CA7154299;
9. Covenant CA7154302;
10. Easement CA7255352;
11. Easement CA7255358;
12. Easement CA7255362;
13. Easement CA8544983;
14. Covenant CB949987;
15. Covenant CB949990;
16. Covenant CB950012;
17. Easement CB956185;
18. Easement CB956186; and
19. Covenant CB956191.

Legal Notations

1. Easement CB950008;
2. Easement CB956187; and

3. Easement CB956189.

APPENDIX F

[ATTACHED]



No. S-247764
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.
and
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP
and
MINORU VIEW HOMES LTD.
and
THIND PARKING CORP.**

RESPONDENTS

ORDER MADE AFTER APPLICATION

SECOND AMENDED AND RESTATED ANCILLARY ORDER

BEFORE THE HONOURABLE)
JUSTICE MASUHARA) 9/April/2026

ON THE APPLICATION of KSV Restructuring Inc., in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the property described in Schedule “A” to this Order (collectively, the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd. and Thind Parking Corp. (collectively, the “**Debtors**”) in, among other things, all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, coming on for hearing at Vancouver, British Columbia, on the 9th day of April, 2026; **AND ON HEARING** Andrew Froh, counsel for the Receiver, and those other counsel listed on Schedule “B” hereto; **AND UPON READING** the Second Amended and Restated Receivership Order of this Court dated October 3, 2025 (as may be amended or amended and restated from time to time, the “**Receivership Order**”), the Amended Sale Process Order of this Court dated October 17, 2025 (as may be amended or amended and restated from time to time, the “**Amended Sale Process Order**”), the Amended and Restated Approval and Vesting Order of this Court dated October 17, 2025 (as may be amended or amended and restated from time to time, the “**A&R AVO**”) and the

material filed, including the Joint Sixth Report of the Receiver and KSV Restructuring Inc., in its capacity as the proposed monitor of 6511 Sussex Heights Development Ltd. in the proceedings bearing Action No. S-261991, dated March 31, 2026 (the “**Sixth Report**”);

THIS COURT ORDERS AND DECLARES THAT:

NOTICE & DEFINITIONS

1. Capitalized terms used but not otherwise defined in this Order have the meaning given to them in the Sixth Report, the Amended Sale Process Order or the A&R AVO, as applicable.
2. The time for service of the Notice of Application and supporting materials for this Order is hereby abridged such that this Application is properly returnable today and service thereof on any interested party is hereby dispensed with.

APPROVAL OF DISTRIBUTIONS

3. Subject to the Receiver’s determination of the amounts owed by 6511 Sussex Heights Development Ltd. to The Owners, Strata Plan EPS 9599 (the “**Strata Corporation**”) that are secured by the liens registered by the Strata Corporation against the Lands owned by 6511 Sussex Heights Development Ltd. (collectively, the “**Strata Liens**”), if any (any such amounts so determined being, the “**Priority Indebtedness**”), or, in the event there is a dispute regarding the Receiver’s determination, the determination of the Priority Indebtedness by this Court, including any inquiry, assessment or accounting that this Court may direct with respect to the legal costs of the Strata Corporation related to the Strata Liens, the Receiver is hereby authorized and directed to make one or more distributions to the Strata Corporation equal to the Priority Indebtedness in full satisfaction of the Strata Liens (individually or collectively, as the case may be, the “**Strata Lien Distribution**”). Prior to the making of the Strata Lien Distribution to the Strata Corporation, the Receiver will deliver to the Strata Corporation its determination of the Priority Indebtedness, and the Strata Corporation will, within 10 calendar days (the “**Notice Period**”), notify the Receiver of any dispute regarding the Receiver’s determination of the Priority Indebtedness. The Receiver will make the Strata Lien Distribution if it has not received a notice of dispute by the Strata Corporation or the prior consent of the Strata Corporation within the Notice Period, or, in the event the Strata Corporation notifies the Receiver of any dispute regarding the Receiver’s determination within the Notice Period, after this Court’s determination of the Priority Indebtedness or by agreement between the Receiver and the Strata Corporation. Upon the making of the Strata Lien Distribution, the Strata Liens shall be deemed to be fully satisfied and extinguished, and each of the Receiver, the Strata Corporation, and their respective counsel and other agents are hereby authorized and directed to take all reasonably necessary steps and actions to remove the Strata Liens from title to the Lands owned by 6511 Sussex Heights Development Ltd. in accordance with subsection 116(6) of the *Strata Property Act*, S.B.C. 1998, c. 43, as amended (the “**SPA**”). Nothing in this Order will (i) prevent the registration of further liens by the Strata Corporation for future unpaid strata fees and/or special levies subject to and in accordance with the SPA or (ii) alter the priorities between any lien or charge made under the *Builders Lien Act*, S.B.C. 1997, c. 45,

as amended (the “BLA”), and any mortgage registered against the Lands owned by 6511 Sussex Heights Development Ltd.

4. Subject to such holdbacks as the Receiver, or in the event of a dispute, this Court, considers necessary or appropriate to satisfy priority claims against such Purchased Unit and/or to fund these proceedings, including, without limitation, the Receiver’s fees and the fees of its counsel, the Receiver, its counsel and other agents are hereby authorized and directed to make or cause to be made one or more distributions, payments or adjustments (collectively, the “Distributions” and each, a “Distribution”) from the purchase price paid for each Purchased Unit approved pursuant to the A&R AVO as follows:
 - (a) to the Canada Revenue Agency in respect of any GST required to be paid by the Receiver in connection with the closing of such Purchased Unit;
 - (b) to such parties as are applicable in respect of any property tax arrears, strata fees and/or special levies (subject to sections 108 and 109 of the SPA), and such other customary disbursements for a transaction of a similar nature, in each case, in connection with the closing of such Purchased Unit;
 - (c) to the Sales Agent in respect of the Compensation (as defined in the Marketing Agreement) payable pursuant to the Marketing Agreement, between the Receiver and the Sales Agent in connection with such Purchased Unit, including any commission payable to a cooperating brokerage and any GST; and
 - (d) notwithstanding any holdback contemplated under the Sale Agreement for such Purchased Unit, the SPA or the BLA, to KingSett Mortgage Corporation (“KingSett”) in respect of the indebtedness owing to KingSett under its first mortgage registered against the Lands owned by 6511 Sussex Heights Development Ltd.
5. The Receiver, its counsel and other agents are hereby authorized to take all reasonably necessary steps and actions to effect the Strata Lien Distribution and each of the Distributions in accordance with, and subject to, the terms of this Order.
6. The Strata Lien Distribution and each of the Distributions shall be made free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens (including, without limitation, under the BLA), executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system.
7. Notwithstanding:
 - (a) these proceedings;

(b) any applications for a bankruptcy order in respect of the Debtors (or any of them) now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of the Debtors (or any of them),

the Strata Lien Distribution and each of the Distributions shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors (or any of them) and shall not be void or voidable by creditors of the Debtors (or any of them), nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. The Receiver and any other person facilitating the Strata Lien Distribution and the Distributions pursuant to this Order shall be entitled to deduct and withhold from the Strata Lien Distribution and any Distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.
9. In performing its duties and obligations under this Order, including, without limitation, making the Strata Lien Distribution and/or any Distribution, and taking such other actions and fulfilling such other duties or obligations incidental thereto, the Receiver shall: (i) have all of the protections afforded to it by the BIA, the Receivership Order and any other Orders of the Court in these proceedings, or as an officer of the Court, including the stay of proceedings in its favour pursuant to the Receivership Order; (ii) incur no liability or obligation other than in respect of gross negligence or wilful misconduct; (iii) be entitled to rely on the books and records of the Debtors or any of them and any information provided by the Debtors or any of them, all without independent investigation; and (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any Purchaser, except to the extent that the Receiver has acted with gross negligence or wilful misconduct.

ACTIVITY APPROVAL

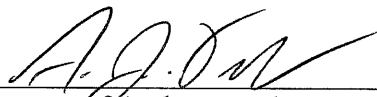
10. The activities of the Receiver, as set out in the Sixth Report, are hereby approved; provided however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

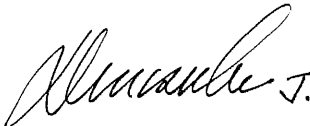
11. Page 1 and Schedule “B” to the Receivership Order are hereby amended by, in each case, replacing the existing reference to “No. S-247664” with “No. S-247764”.

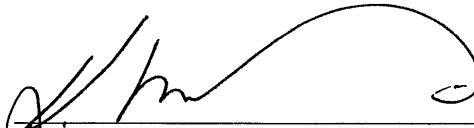
12. The Receiver may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.
13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
14. Endorsement of this Order by counsel appearing on this Application, other than counsel for the Receiver, is hereby dispensed with.

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



Signature of Andrew Froh
☐ Party ☒ Lawyer for the Receiver


BY THE COURT



REGISTRAR



Schedule "A" – Description of the Lands

Lands Owned by Minoru View Homes Ltd.

1. LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN EPP112775, PID 031-656-561

Lands Owned by 6511 Sussex Development Ltd.

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
8. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-078-374

9. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-078-382
10. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-078-498
11. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-451
12. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-630
13. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-664
14. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-753
15. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-915
16. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-079-931
17. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-026

18. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-077
19. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-166
20. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-255
21. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-271
22. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-344
23. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-361
24. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-395
25. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-450
26. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-468

27. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-476
28. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-484
29. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-514
30. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-522
31. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-531
32. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-549
33. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-573
34. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-603
35. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-611

36. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-620
37. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-638
38. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-646
39. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-654
40. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-662
41. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-701
42. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-719
43. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-727
44. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-735

45. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-743
46. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-751
47. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-778
48. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-786
49. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-794
50. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-808
51. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-816
52. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-824
53. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-832

54. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-841
55. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-859
56. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-867
57. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-875
58. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-883
59. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-891
60. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-905
61. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-930
62. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-956

63. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-964
64. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-999
65. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-006
66. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-014
67. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-022
68. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-031
69. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-049
70. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-057
71. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-065

72. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-073
73. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-081
74. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-090
75. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-103
76. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-111
77. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-120
78. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-138
79. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-146
80. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-154

81. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-162
82. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-171
83. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-201
84. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-235
85. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-251
86. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-260
87. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-278
88. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-286
89. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-294

90. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-308
91. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-316
92. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-324
93. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-332
94. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-341
95. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-359
96. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-367
97. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-375
98. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-383

99. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391
100. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
101. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
102. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
103. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
104. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
105. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
106. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464
107. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472

108. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481
109. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
110. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
111. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
112. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
113. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
114. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
115. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553
116. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561

117. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588
118. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600
119. STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618

Schedule “B” – List of Counsel

[illegible]

No. S-247764
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

and

**MINORU SQUARE DEVELOPMENT LIMITED
PARTNERSHIP**

and

MINORU VIEW HOMES LTD.

and

THIND PARKING CORP.

RESPONDENTS

ORDER MADE AFTER APPLICATION

**SECOND AMENDED AND RESTATED
ANCILLARY ORDER**

Bennett Jones LLP
Suite 2500, 666 Burrard Street
Vancouver, BC V6C 2X8
Attention: Andrew Froh and Joshua Foster

Tel No.: (604) 891-7500

APPENDIX G

[ATTACHED]



ksv advisory inc.

**No. S-247764
Vancouver Registry**

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.
and
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP
and
MINORU VIEW HOMES LTD.
and
THIND PARKING CORP.**

RESPONDENTS

FOURTH REPORT OF THE RECEIVER

September 30, 2025

Contents	Page
1.0 Introduction	1
2.0 Background	7
3.0 Rennie Agreement and Request for Proposal Process	9
4.0 Retention of Anthem as the Sales Agent	10
5.0 Amended Sale Process	14
6.0 Sealing Order	18
7.0 Amended and Restated Ancillary Order.....	19
8.0 Other Activities of the Receiver	23
9.0 Conclusion and Recommendation	27

Appendix	Tab
Amended and Restated Receivership Order dated January 20, 2025	A
First Report of the Receiver dated January 13, 2025 (without appendices)	B
Second Report of the Receiver dated March 24, 2025 (without appendices)....	C
Third Report of the Receiver dated September 22, 2025 (without appendices) D	
Sales, Marketing & Customer Services Agreement dated September 24, 2025.E	
Anthem Report dated September 26 2025 (partially redacted)	F
Interim Statement of Receipts & Disbursements up to September 29, 2025.....	G

1.0 Introduction

1. On December 13, 2024, the Supreme Court of British Columbia (the “**Court**”) granted an order (the “**Receivership Order**”) pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended (the “**LEA**”), appointing KSV Restructuring Inc. (“**KSV**”) as the receiver (in such capacity, the “**Receiver**”), without security, of the property described in Appendix “A” of the Receivership Order (the “**Lands**”) and all right, title, and interest of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”), Minoru Square Development Limited Partnership (“**Minoru LP**”), and Minoru View Homes Ltd. (“**Minoru Homes**” and collectively with 6511 Sussex and Minoru LP, the “**Initial Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (together with the Lands, the “**Initial Property**”), including all proceeds thereof.
2. The petition to appoint KSV as Receiver was made by KingSett Mortgage Corporation (“**KingSett**”), the Initial Debtors’ largest and senior secured creditor. The principal purpose of these proceedings is to create a stabilized environment in which the Debtors’ (as defined below) respective development projects can be monetized, and the proceeds therefrom can be distributed for the benefit of the Debtors’ stakeholders.
3. On January 20, 2025, on application by the Receiver, the Court granted:
 - a) an amended and restated Receivership Order (the “**Amended and Restated Receivership Order**”), among other things:
 - i. expanding the scope of the receivership by appointing KSV as the receiver, without security, of all of Thind Parking Corp.’s (“**TPC**”, together with the Initial Debtors, the “**Debtors**”) presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including the proceeds thereof (collectively with the Initial Property, the “**Property**”); and
 - ii. increasing the Receiver’s maximum permitted borrowings under the Receivership Order to \$2,303,860 and granting a corresponding increase to the Receiver’s Borrowings Charge (as defined in the Amended and Restated Receivership Order);

- b) a sale process order (the “**Sale Process Order**”), among other things:
 - i. authorizing and empowering the Receiver to enter into the agreement dated January 13, 2025 (the “**Rennie Agreement**”), among the Receiver, Rennie Marketing Systems, by its partners Rennie Project Marketing Corporation and 541823 B.C. Ltd., and Rennie & Associates Realty Ltd. (collectively, “**Rennie**”); and
 - ii. approving a sale process (the “**Sale Process**”), substantially as described in the First Report of the Receiver dated January 13, 2025 (the “**First Report**”), with respect to the 119 strata lots (collectively, the “**Remaining Units**”) situated within the 48-story mixed-use tower located at 6511 Sussex Avenue, Burnaby, BC (the “**Highline Project**”), and authorizing the Receiver and Rennie to carry out the Sale Process in accordance with its terms and the terms of the Sale Process Order;
- c) an approval and vesting order (the “**AVO**”), among other things, prospectively authorizing the Receiver to sell, pursuant to any sale agreements arising from the Sale Process that satisfy the sale conditions prescribed thereunder, any and all of the Remaining Units free and clear of any and all claims and encumbrances (other than certain specified permitted encumbrances), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith; and
- d) an order (the “**Ancillary Order**”), among other things:
 - i. subject to the Receiver’s determination of the amounts owed by 6511 Sussex to The Owners, Strata Plan EPS 9599 (the “**Strata Corporation**”) that are secured by the liens registered by the Strata Corporation against the Lands owned by 6511 Sussex (collectively, the “**Strata Liens**”), if any (any such amounts so determined being, the “**Priority Indebtedness**”), or the determination of the Priority Indebtedness by this Court, authorizing and directing the Receiver to make a distribution to the Strata Corporation equal to the Priority Indebtedness in full satisfaction of the Strata Liens (the “**Strata Lien Distribution**”); and

- ii. subject to such holdbacks as the Receiver considers necessary or appropriate, authorizing and directing the Receiver, its counsel, and other agents to make or cause to be made one or more distributions, payments, or adjustments from the purchase price paid for each Remaining Unit approved pursuant to the AVO in the manner and to the parties specified therein.
4. Additional information concerning the Debtors, the initial steps taken in these proceedings, and the Sale Process is provided in the First Report and is not repeated herein. Copies of the Amended and Restated Receivership Order and the First Report (without appendices) are attached as **Appendices “A”** and **“B”**, respectively.
5. On April 2, 2025, on application by the Receiver, the Court granted an order (the **“Minoru Sale Process Order”**), among other things:
 - a) authorizing and empowering the Receiver to enter into the Listing Agreement dated March 24, 2025 (the **“JLL Agreement”**), with Jones Lang LaSalle Real Estate Services, Inc. (**“JLL”**); and
 - b) approving the sale process (the **“Minoru Sale Process”**), substantially as described in the Second Report of the Receiver dated March 24, 2025 (the **“Second Report”**), and authorizing the Receiver and JLL to carry out the Minoru Sale Process in accordance with its terms and the terms of the Minoru Sale Process Order.
6. Additional information regarding the Minoru Sale Process is provided in the Second Report and is not repeated herein. A copy of the Second Report (without appendices) is attached as **Appendix “C”**. As at the date of this report (this **“Fourth Report”**), the Minoru Sale Process remains ongoing.
7. On September 23, 2025, the Receiver filed its third report to Court in these proceedings (the **“Third Report”**), which focused on the hotel component (the **“Hotel Component”**) situated within the Highline Project that was sold by 6511 Sussex to 1506956 B.C. Ltd. (**“150 BC”**) prior to the granting of the Receivership Order, and provided:
 - a) information to the Court in support of the Receiver’s application for an order (the **“Second Amended and Restated Receivership Order”**) amending and restating the Amended and Restated Receivership Order, for the purposes of, among other things:

- i. expanding the scope of the receivership by appointing KSV as the receiver, without security, of all right, title and interest of the Debtors in the funds held by Fasken Martineau DuMoulin LLP as security pursuant to the letter agreement dated November 25, 2024, among KingSett, 6511 Sussex, and Gurmail Singh (“**Mr. Singh**”), by their respective counsel, including all interest thereon (collectively, the “**Security Funds**”); and
 - ii. clarifying the Receiver's authority to manage, direct, defend, settle, or compromise the proceedings styled as *Singh v 6511 Sussex Heights Development Ltd.*, bearing BCSC Action No. S-255846 (the “**Singh Action**”), and any appeals or proceedings arising therefrom or ancillary or related thereto;
 - b) solely in the event that the Second Amended and Restated Receivership Order is granted, the basis for the Receiver's support for an order (the “**Lift Stay Order**”), among other things, lifting the stay of proceedings provided for in the Second Amended and Restated Receivership Order as against or in respect of 6511 Sussex and the Security Funds, for the sole purpose of allowing the Singh Action to proceed against 6511 Sussex, provided that:
 - i. 6511 Sussex and Mr. Singh are not prohibited from consenting to the adjudication or resolution of Mr. Singh's claim against 6511 Sussex in the Singh Action in these receivership proceedings;
 - ii. the claims of Mr. Singh in the Singh Action, if established, may only be enforced against the Security Funds; and
 - iii. any dispute regarding the entitlement and/or priority to, or the distribution of, the Security Funds as between or among any or all of KingSett, 6511 Sussex, the Receiver's Charge (as defined in the Amended and Restated Receivership Order), the Receiver's Borrowings Charge and Mr. Singh, shall be determined by this Court in these receivership proceedings; and
 - c) the Receiver's views with respect to Mr. Singh's application for the Lift Stay Order.
8. The Receiver's application for the Second Amended and Restated Receivership Order is scheduled to be heard on October 3, 2025. A copy of the Third Report (without appendices) is attached as **Appendix “D”**.

9. This Fourth Report is being filed by KSV, in its capacity as the Receiver. As a result of the termination of the Rennie Agreement, the Receiver now seeks to amend the Sale Process and to make required amendments to the AVO and Ancillary Order in connection with therewith. This Fourth Report therefore focuses on the Receiver's recommendations in respect of the Amended Sale Process (as defined below) regarding the Remaining Units.

1.1 Purposes of this Fourth Report

1. The purposes of this Fourth Report are to provide an update regarding these proceedings and information in support of the Receiver's application for:
- a) an order (the "**Amended Sale Process Order**"), among other things:
 - i. authorizing and empowering the Receiver, *nunc pro tunc*, to enter into the Sales, Marketing and Customer Services Agreement dated September 24, 2025, between the Receiver and Anthem Properties Group Ltd. and Anthem Realty Ltd. (together, "**Anthem**" or the "**Sales Agent**"), a copy of which is attached as **Appendix "E"** (the "**Anthem Agreement**");
 - ii. approving the amended sale process (the "**Amended Sale Process**"), substantially as described in Section 5 of this Fourth Report, and authorizing the Receiver and Anthem to carry out the Amended Sale Process in accordance with its terms and the terms of the Amended Sale Process Order; and
 - iii. authorizing the Receiver to make the payments contemplated under the Anthem Agreement when earned and payable in accordance with its terms and conditions;
 - b) an order (the "**Amended and Restated AVO**") amending and restating the AVO, for the purposes of, among other things:
 - i. authorizing the Receiver to sell, pursuant to any sale agreements arising from the Amended Sale Process that satisfy the Sale Conditions (as defined below) (each, a "**Sale Agreement**" and each transaction contemplated thereunder, a "**Unit Transaction**"), any and all of the Remaining Units including all fixtures and chattels in each case, as designated and described in the applicable Sale Agreement (each, a "**Purchased Unit**"), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith;

- ii. authorizing and directing the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of any Unit Transaction, the conveyance of any Purchased Unit to the purchaser thereof (each, a “**Purchaser**”), and the assignment of any parking stalls and/or storage lockers to a Purchaser; and
 - iii. upon delivery by the Receiver to a Purchaser of a certificate substantially in the form attached as Schedule “C” to the Amended and Restated AVO (in each case, a “**Receiver’s Certificate**”), vesting the Purchased Unit described in such Receiver’s Certificate in such Purchaser free and clear of any and all claims and encumbrances (other than certain specified permitted encumbrances);
- d) an order (the “**Amended and Restated Ancillary Order**”), among other things:
 - i. amending and restating the Ancillary Order, for the purposes of, among other things, authorizing and directing the Receiver, its counsel and other agents to make or cause to be made one or more distributions, payments or adjustments (collectively, the “**Distributions**”) from the purchase price paid for each Purchased Unit (the “**Sale Proceeds**”) approved pursuant to the Amended and Restated AVO in the manner and to the parties specified therein, subject to such holdbacks as the Receiver considers necessary or appropriate to satisfy priority claims against such Purchased Unit and/or to fund these proceedings; and
 - ii. increasing the Receiver’s maximum permitted borrowings under the Amended and Restated Receivership Order or, if granted, the Second Amended and Restated Receivership Order, from \$2,303,860 to \$3,800,000, and granting a corresponding increase to the Receiver’s Borrowings Charge; and
- e) an order (the “**Sealing Order**”), sealing the Confidential Supplement to the Fourth Report dated September 30, 2025 (the “**Confidential Supplement**”), pending the filing of a Receiver’s Certificate evidencing the closing of the Unit Transaction for the last Purchased Unit.

1.2 Scope and Terms of Reference

1. In preparing this Fourth Report, the Receiver has relied upon the Debtors’ unaudited financial information, books and records, information available in the public domain, and discussions with KingSett, Rennie, Anthem, the Debtors’ management, and representatives of Thind Properties Ltd. (“**Thind**”), an entity related to the Debtors.

2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Fourth Report in a manner that complies with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own due diligence.

1.3 Currency

1. Unless otherwise noted, all currency references in this Fourth Report are in Canadian dollars.

2.0 Background

1. The Debtors consist of 6511 Sussex, Minoru LP, Minoru Homes, and TPC, each of which is a single-purpose entity. 6511 Sussex, Minoru Homes, and TPC are corporations incorporated pursuant to the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended. Minoru LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended.
2. Minoru LP and Minoru Homes are the beneficial and registered owners, respectively, of a 3.86-acre development site located at 5740, 5760, and 5800 Minoru Boulevard, Richmond, BC (the “**Minoru Property**”). Prior to these proceedings, Minoru LP and Minoru Homes were engaged in the development of a mixed-use community on the Minoru Property consisting of one office tower and three residential towers with a total of 429 units (the “**Minoru Project**”). Construction of the Minoru Project has not yet commenced.
3. 6511 Sussex is the registered owner of the Remaining Units situated within the Highline Project (collectively, the “**Highline Property**”). Prior to the granting of the Receivership Order, 6511 Sussex was engaged in the development of the Highline Project, consisting of, among other things, 332 strata lots, and the Hotel Component, which, as previously noted, was sold to 150 BC prior to these proceedings.

2.1 KingSett Indebtedness

1. In connection with the Highline Project and the Minoru Project, the Initial Debtors entered into the following commitment letters (together, the “**Commitment Letters**”):
 - a) a commitment letter dated October 18, 2021 (as amended by a first amending agreement dated February 14, 2022, a second amending agreement dated March 20, 2023, and a third amending agreement dated February 23, 2024), among, *inter alios*, Minoru Square Development GP Ltd. (“**Minoru GP**”), in its capacity as the general partner for and on behalf of Minoru LP, as borrower, Minoru Homes, as nominee, 6511 Sussex, as guarantor, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$72,650,000 (the “**Minoru Loan**”); and
 - b) a commitment letter dated March 5, 2024, among, *inter alios*, 6511 Sussex, as borrower, Minoru Homes and Minoru GP, in its capacity as the general partner for and on behalf of Minoru LP, as guarantors, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$176,500,000 (the “**Highline Loan**”).
2. As of January 6, 2025, the total indebtedness to KingSett under each of the Minoru Loan and Highline Loan was as follows:
 - a) **Minoru Loan** – approximately \$77 million (the “**Minoru Indebtedness**”), accruing interest at a rate of approximately \$25,644 per day; and
 - b) **Highline Loan** – approximately \$103 million (the “**Highline Indebtedness**”), accruing interest at a rate of approximately \$30,078 per day.
3. The payment and performance of the Highline Indebtedness and Minoru Indebtedness is secured by, among other things:
 - a) **Highline Indebtedness:** (i) a first mortgage/charge in the principal amount of \$283,750,000 and an assignment of rents registered against the Highline Property in favour of KingSett; (ii) a general security agreement dated March 20, 2024, between 6511 Sussex, as grantor, and KingSett, as grantee; and (iii) a collateral mortgage/charge in the principal amount of \$80,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett; and

- b) **Minoru Indebtedness:** (i) a first mortgage/charge in the principal amount of \$61,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett; (ii) a second mortgage/charge in the principal amount of \$80,000,000 registered against the Minoru Property in favour of KingSett; and (iii) a general security agreement dated October 29, 2021, between Minoru Homes, as grantor, and KingSett, as grantee.
4. Following the Initial Debtors' respective defaults under the Commitment Letters, KingSett provided notices of default and notices of intention to enforce security in accordance with section 244 of the BIA. KingSett subsequently sought and obtained the Receivership Order pursuant to subsection 243(1) of the BIA and section 39 of the LEA, appointing KSV as the Receiver of the Initial Property.

3.0 Rennie Agreement and Request for Proposal Process

1. Pursuant to the Sale Process Order and the Rennie Agreement, the Receiver retained Rennie as the agent to market and sell the Remaining Units.
2. Since that time, the Receiver, in consultation with KingSett: (i) reassessed the marketing strategy for the Highline Project; and (ii) given that no Remaining Units had been listed for sale and no commissions had been earned by Rennie under the Rennie Agreement, determined that it would be appropriate to terminate the Rennie Agreement and commence a request for proposal ("**RFP**") process to solicit proposals for real estate brokerage services for the Remaining Units. The Receiver therefore sent a notice terminating Rennie's appointment in accordance with Section 8.2 of the Rennie Agreement on July 8, 2025. The Termination Date (as defined in the Rennie Agreement) under the Rennie Agreement was the date that is 30 days from the date of such notice, being August 7, 2025.
3. On July 8, 2025, the Receiver distributed an RFP via email to three experienced marketing firms, including Rennie (collectively the "**Prospective Brokers**"), requesting that they provide proposals for real estate brokerage services in respect of the Remaining Units by 5:00 p.m. PST on Friday, July 18, 2025 (the "**Proposal Deadline**").
4. At the Proposal Deadline, all three Prospective Brokers submitted proposals. After reviewing the proposals received, in consultation with KingSett, the Receiver selected Anthem to market and sell the Remaining Units given, among other things, the consideration payable to Anthem, Anthem's experience and expertise, the services proposed to be provided, and the marketing strategy proposed to be employed for the Remaining Units.

4.0 Retention of Anthem as the Sales Agent¹

1. Anthem is a prominent real estate development, investment, and management company with offices across Canada and a team of more than 850 professionals. Anthem provides services across the residential, commercial, industrial, retail, and office property sectors and has extensive experience with projects in the Greater Vancouver market.

4.1 Anthem Agreement

1. The Anthem Agreement was negotiated by the Receiver, in consultation with KingSett, and is subject to the Court's approval under the proposed Amended Sale Process Order.
2. Pursuant to the Anthem Agreement, Anthem will be engaged by the Receiver to provide the following services with respect to the Highline Property (collectively, the "**Services**"):
 - a) sales and marketing management services, including, among other things:
 - i. developing an overall marketing strategy for, and the positioning of, the Remaining Units;
 - ii. developing and coordinating technology solutions (website, view study, etc.), and marketing materials with creative suppliers (logo, brochure, etc.), provided that all such items are approved by the Receiver;
 - iii. developing and presenting a preliminary media schedule;
 - iv. finalizing an Approved Pricing Structure and sales strategy including but not limited to deposit structure, and cash and non-cash incentives;
 - v. pursuant to the Receiver's written instructions, listing one or more of the Remaining Units for sale, in a manner agreed to with the Receiver, on the Multiple Listing Service ("**MLS**") for a price to be stipulated by the Receiver, in consultation with Anthem;
 - vi. diligently marketing the Remaining Units listed for sale and using commercially reasonable efforts to sell such Remaining Units, subject to and in accordance with the Sale Conditions;

¹ Capitalized terms in this section have the meaning provided to them in the Anthem Agreement unless otherwise defined herein.

- vii. acting solely for the benefit of the Receiver in connection with the marketing and sale of the Remaining Units;
 - viii. providing reports to the Receiver as it reasonably requires;
 - ix. subject to the Receiver's instructions, assisting the Receiver in negotiating contracts with Purchasers;
 - x. providing after sales support, including but not limited to the processing of assignments and/or addenda, the distribution of amendments to the Disclosure Statement and completion notices, the collection of Purchaser lawyer information/selection, the coordination of extension requests, agreements and the assignment of parking stalls and storage lockers, and the provision of regular status updates to Purchasers;
 - xi. creating and, as necessary, updating a budget relating to the Services (the "**Project Budget**"), which shall be approved by the Receiver; and
 - xii. ensuring compliance with, among other things, *the Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended ("**REDMA**"), its regulations, the British Columbia Financial Services Authority's requirements, and the various policy statements of the Superintendent of Real Estate, and FINTRAC regulations; and
- b) customer services in connection with the Remaining Units, including, among other things:
- i. scheduling and conducting orientations with the Purchaser(s) of each Purchased Unit;
 - ii. performing a final quality control deficiency review to confirm the Purchased Units are ready for the pre-delivery inspection, including final cleaning;
 - iii. performing pre-delivery inspections with the Purchasers;
 - iv. coordinating the release of keys to the Purchasers; and
 - v. managing the Remaining Units until they are sold, including regular inspections and quality control assurance work.

3. Subject to the earlier termination thereof, the term (the “**Term**”) of the Anthem Agreement commences on the Commencement Date and ends on the earlier of: (i) the Completion Date of the last Remaining Unit sold; and (ii) eight (8) months from the filing of an amended disclosure statement (the “**Disclosure Statement Amendment**”) pursuant to REDMA. Among other termination rights, the Receiver may terminate the Anthem Agreement, without penalty or cost and without cause, by delivery of a written notice of termination.
4. Anthem's compensation includes:
 - a) **Commission** – 3.80% of the Net Selling Price, inclusive of the applicable Outside Agent's commission of 2.00%, plus all applicable taxes, for each Remaining Unit sold during the Term, provided that:
 - i. no Commission shall be payable on any Remaining Units sold below the applicable Minimum Price (as defined below), except as such Minimum Price is reduced in the Receiver's discretion during and in accordance with the Amended Sale Process; and
 - ii. in the event any Remaining Units are sold as part of one or more bulk sale transactions identified, solicited or negotiated by KingSett and/or any of its affiliates (each, a “**KingSett Transaction**”):
 1. the Commission shall instead be equal to 1.80% of the cumulative Net Selling Price of the Remaining Units included in such KingSett Transaction; and
 2. no Outside Agent's commission shall be payable by Anthem;
 - b) **Customer Service Fees** – including:
 - i. a monthly management fee of \$9,000 during the Term, payable on the first day of each month in advance, up to a maximum of \$36,000;
 - ii. a one-time fee of \$1,000 per Purchased Unit upon the completion of the conveyance to a Purchaser of the applicable Purchased Unit; and
 - iii. a monthly inventory management fee of \$100 per Remaining Unit, payable on the first day of each month in advance, until the conveyance of the applicable Remaining Unit, payable in advance on the 1st day of each month during the Term; and

- c) **Reimbursable Costs** – Anthem will also be reimbursed for any pre-approved Reimbursable Costs.

4.2 Recommendation Regarding Retention of Anthem and Anthem Agreement

1. The Receiver recommends that the Court approve the retention of Anthem as the Sales Agent under the Anthem Agreement for the following reasons:
 - a) Anthem's selection as the proposed Sales Agent and the Anthem Agreement are the culmination of a competitive RFP process in which the Receiver selected Anthem to market and sell the Remaining Units given, among other things, the consideration payable to Anthem, Anthem's experience and expertise, the services proposed to be provided, and the marketing strategy proposed to be employed for the Remaining Units;
 - b) the fees payable to Anthem, based on the Receiver's experience, are consistent with market rates for an engagement of this nature and are commercially reasonable, particularly considering the Services to be provided;
 - c) Anthem is a prominent real estate development, investment, and management company with offices across Canada and a team of more than 850 staff;
 - d) Anthem has substantial experience developing, marketing, and selling residential projects, including high-rise condominium developments comparable to the Highline Project;
 - e) KingSett supports the Receiver's decision to retain Anthem; and
 - f) Anthem's resources and extensive network of prospective purchasers and cooperating agents in the Greater Vancouver market will enhance the efficacy of the Amended Sale Process.

5.0 Amended Sale Process

1. The Receiver has developed the proposed Amended Sale Process described in this section, in consultation with Anthem and KingSett, to solicit interest in the Remaining Units. Like the Sale Process, the Amended Sale Process is intended to provide a flexible, efficient, and fair process for canvassing the market for potential purchasers and maximizing the value of the Remaining Units and recovery for the Debtors' stakeholders. Moreover, it is intended to significantly reduce carrying costs and minimize the number of Court attendances required by prospectively approving the Sale Agreements and the Unit Transactions that are anticipated to materialize from the Amended Sale Process, subject, in each case, to the satisfaction of the Sale Conditions.

5.1 Anthem Report and Pricing Schedule

1. At the Receiver's request, Anthem prepared a report dated September 26, 2025 (the "**Anthem Report**") outlining Anthem's recommendations and proposed marketing plan with respect to the Remaining Units and providing a schedule summarizing Anthem's proposed minimum prices (the "**Minimum Prices**") for each Remaining Unit (the "**Anthem Pricing Schedule**"). A partially redacted copy of the Anthem Report is attached as **Appendix "F"**. An unredacted version of the Anthem Report will be filed as an appendix to the Confidential Supplement.
2. As detailed in the Anthem Report, the Minimum Prices are informed by Anthem's significant expertise and knowledge of projects comparable to the Highline Property, input from KingSett, and an analysis prepared by Anthem that considered, among other things, sales data for similar development projects in Burnaby and the surrounding areas.

5.2 Amended Sale Process

1. To minimize costs and ensure the efficiency of the Amended Sale Process, the Receiver seeks prospective approval under the proposed Amended and Restated AVO of the Unit Transactions anticipated to materialize in the Amended Sale Process, without additional Court attendances, provided the following conditions are met in the case of each such Unit Transaction (collectively, the "**Sale Conditions**"):
 - a) KingSett consents to the applicable Unit Transaction;
 - b) the Receiver is satisfied with the purchase price and other terms of the applicable Unit Transaction;

- c) the Minimum Price for each Remaining Unit is not less than the applicable amount specified in the Anthem Pricing Schedule, subject to the Receiver's limited authority therein to adjust the Minimum Prices;
 - d) the applicable Sale Agreement is entered into within eight (8) months from the filing of the Disclosure Statement Amendment and is in substantially the form appended to the Disclosure Statement Amendment; and
 - e) the Strata Corporation consents to the applicable Unit Transaction in the event that payments for strata fees and/or special levies will remain due and owing as of the applicable Unit Transaction closing date and will not be paid as part of the Unit Transaction closing.
2. The Receiver, in consultation with KingSett, and with the assistance of Anthem, will administer, supervise, facilitate, and oversee the Amended Sale Process to maximize value for the Remaining Units in a timely manner. In this regard, the Amended Sale Process will involve the following:
- a) **Disclosure Statement Amendment** – the Receiver will prepare and file the Disclosure Statement Amendment before commencing the Amended Sale Process. The Disclosure Statement Amendment is currently being finalized with the assistance of the Receiver's legal counsel;
 - b) **Marketing** – upon the granting of the proposed Amended Sale Process Order, Anthem will finalize marketing materials for the Remaining Units for the Receiver's approval, and after the filing of the Disclosure Statement Amendment, with the Receiver's oversight and input, and in consultation with KingSett, will:
 - i. send an email and newsletter regarding the opportunity to its database of parties, including industry contacts, potential buyers, and the brokerage community;
 - ii. post the Remaining Units selected by the Receiver on MLS at listing prices agreed to by the Receiver, in consultation with KingSett; and
 - iii. conduct open houses for the Remaining Units;

- c) **Sale Agreement** – the Receiver, with the assistance of its legal counsel, and in consultation with KingSett, will prepare a form of the Sale Agreement to be appended to the Disclosure Statement Amendment and provided to parties interested in purchasing one or more Remaining Units;
 - d) **As Is, Where Is** – the Remaining Units and parking stalls and storage units/lockers will be marketed on an “as is, where is” basis;
 - e) **Review and Acceptance of Offers** – the Receiver will review and consider all offers (collectively, “Offers”) for the Remaining Units. The Receiver has sole discretion to accept, reject, or negotiate Offers, provided the Sale Conditions are satisfied. In evaluating Offers, the Receiver will consider: (i) the purchase price and other terms; (ii) conditions to closing; and (iii) the proposed closing date; and
 - f) **Minimum Prices** – the Receiver will maintain discretion to adjust the Minimum Prices, as provided in the Confidential Supplement.
3. As noted previously, the Receiver is seeking the proposed Amended and Restated AVO to facilitate the Unit Transactions that are anticipated to materialize from the Amended Sale Process. The Amended and Restated AVO is substantially identical to the AVO.
4. Among other things, the proposed Amended and Restated AVO:
- a) authorizes the Receiver to sell the Remaining Units pursuant to the Sale Agreements arising from the Amended Sale Process that satisfy the Sale Conditions, and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith, subject to the filing of the Disclosure Statement Amendment;
 - b) authorizes and directs the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of any Unit Transaction, the conveyance of any Purchased Unit to the Purchaser thereof, and the assignment of any parking stalls and/or storage lockers to such Purchaser; and
 - c) upon delivery of a Receiver's Certificate, vests title to the Purchased Unit in the applicable Purchaser free and clear of all claims and encumbrances, except permitted encumbrances.

5.3 Recommendation Regarding Amended Sale Process and Amended and Restated AVO

1. The Receiver recommends that this Court issue the proposed Amended Sale Process Order and Amended and Restated AVO for the following reasons:
 - a) the Amended Sale Process was developed by the Receiver in consultation with Anthem and KingSett, with a view to providing a flexible, efficient and fair process for canvassing the market for potential purchasers and maximizing the value of the Remaining Units and recovery for the Debtors' stakeholders. By requiring all of the Offers to conform to a standardized Sale Agreement and satisfy the Sale Conditions, the Amended Sale Process ensures that bids are evaluated consistently based on criteria established by the Receiver;
 - b) the Amended Sale Process will be overseen by the Receiver and Anthem, whose expertise, commission structure and substantial marketing efforts will enhance the commercial efficacy of the process. Anthem is prepared to commence the Amended Sale Process immediately;
 - c) the Amended Sale Process is commercially reasonable and prospectively approving the sale of each Remaining Unit, as previously done under the AVO, will obviate the need for the Receiver to bring 119 individual sale approval applications and thereby significantly reduce the professional expenses incurred, and judicial resources exhausted, in these proceedings;
 - d) the Amended Sale Process will broadly market the Remaining Units and optimize the chances of securing the maximum purchase prices for such Remaining Units available in the circumstances. Adherence to the proposed Sale Conditions will ensure the fairness and integrity of the Amended Sale Process and the providence of each Unit Transaction. As the best option for maximizing recovery available at this time, the proposed Amended Sale Process is in the best interest of the Debtors' stakeholders and is supported by the Debtors' largest and senior secured creditor, KingSett;
 - e) the Minimum Prices outlined in the Anthem Pricing Schedule, which are an integral feature of the Sale Conditions, were developed by Anthem, in consultation with the Receiver, based on market research, and Anthem's significant expertise and knowledge of projects comparable to the Highline Project;

- f) the Amended Sale Process provides the Receiver with the procedures and flexibility that it believes are necessary to maximize the value of the Remaining Units while mitigating the incurrence of excessive holding costs, and if necessary, to adjust the Minimum Prices for the Remaining Units;
- g) provided that the Priority Indebtedness is determined and satisfied, the only encumbrances to be vested off title to the Remaining Units under the proposed Amended and Restated AVO are those of KingSett, builder's lien claimants under the *Builders Lien Act*, S.B.C. 1997, c. 45, as amended (the "**BLA**"), and the registrant of a certificate of pending litigation. In any event, the proposed Amended and Restated AVO does not prejudice parties with valid encumbrances against the Remaining Units as such encumbrances will attach to the net proceeds of the applicable Unit Transaction, maintaining their existing priority;
- h) KingSett has approved the Anthem Pricing Schedule and supports the Amended Sale Process;
- i) the forms of Amended Sale Process Order and Amended and Restated AVO are substantially identical to the Sale Process Order and AVO previously approved by the Court;
- j) the primary reasons supporting the granting of the Sale Process Order and AVO equally support the granting of the Amended Sale Process Order and Amended and Restated AVO; and
- k) following the completion of all the Unit Transactions, the Receiver will file a report with the Court detailing the sale price for each of the Remaining Units.

6.0 Sealing Order

1. Pursuant to the proposed Sealing Order, the Receiver is seeking to seal the Confidential Supplement. The Confidential Supplement includes an unredacted version of the Anthem Report (including the unredacted Anthem Pricing Schedule), which contains the Minimum Prices and related analysis.

2. The information contained in the Confidential Supplement, if disclosed, could undermine the integrity of the Amended Sale Process and negatively impact realizations from the Unit Transactions to the detriment of the Debtors' stakeholders. In particular, the Minimum Prices and related analysis contained in the Confidential Supplement, if disclosed, would allow a prospective purchaser to calculate the potential minimum price that could be accepted for a Remaining Unit.
3. The Confidential Supplement is proposed to remain sealed pending the filing of a Receiver's Certificate evidencing the closing of the Unit Transaction for the last Purchased Unit. The salutary effects of temporarily sealing such information from the public record greatly outweigh the deleterious effects of doing so in the circumstances. The Receiver is not aware of any party that will be prejudiced if the information in the Confidential Supplement is sealed or any public interest that will be served if such details are disclosed in full. Accordingly, the Receiver believes the proposed sealing of the Confidential Supplement is appropriate in the circumstances.

7.0 Amended and Restated Ancillary Order

1. The Receiver is seeking the proposed Amended and Restated Ancillary Order, among other things:
 - a) increasing the Receiver's maximum permitted borrowings under the Amended and Restated Receivership Order or, if granted, the Second Amended and Restated Receivership Order, from \$2,303,860 to \$3,800,000, and granting a corresponding increase to the Receiver's Borrowings Charge; and
 - b) subject to such holdbacks as the Receiver considers necessary or appropriate to satisfy priority claims against each Purchased Unit and/or to fund these proceedings, including, without limitation, the Receiver's fees and the fees of its counsel, authorizing and directing the Receiver, its counsel and other agents to make or cause to be made one or more Distributions from the Sale Proceeds.
2. Except for the proposed increases to the Receiver's borrowings and the Receiver's Borrowings Charge and a clarification as to the relative priority of mortgagees and builder's lien claimants under the BLA, the Amended and Restated Ancillary Order is substantially identical to the Ancillary Order.

7.1 Receiver's Borrowings

1. As at the date of this Fourth Report, the Receiver has borrowed \$1,008,000 million under the Receiver's Borrowing Charge, resulting in remaining availability of \$1,295,860. An interim statement of receipts and disbursements for the period ending September 28, 2025 (the "**Interim SRD**"), is attached as **Appendix "G"**, a summary of which is as follows:

Description	Note	Amount (\$)
Receipts		
Receiver's borrowings		1,008,000
Other receipts		2,592
		<hr/> 1,010,592
Disbursements ²		
Strata fees	A	440,299
New home warranty	B	250,000
Marketing expenses	C	101,146
Insurance	D	92,444
Construction expenses	E	90,137
Administrative expenses	F	35,962
		<hr/> 1,009,988
Ending cash balance		<hr/> 604

2. The Receiver notes the following regarding the Interim SRD:
 - a) Strata fees and operating levy: monthly fees payable to the Strata Corporation for the period of March 1 to September 30, 2025;
 - b) New home warranty: represents a security deposit of \$250,000 paid to Intact Insurance Company ("**Intact**") to obtain new home warranty coverage for the Remaining Units;
 - c) Marketing expenses: include payments to various vendors to prepare the marketing materials required to market and sell the Remaining Units;
 - d) Insurance: represents commercial general liability and property insurance coverage for the Highline Property;

² As at the date of this Fourth Report, no fees or disbursements have been paid to the Receiver or its legal counsel, and such fees continue to accrue.

- e) Construction expenses: include expenses incurred to the relocate, store, and install canopy glass for the Highline Project (the “**L4 Canopy Glass Work**”), which is required to obtain a full occupancy permit from the City of Burnaby; and
 - f) Administrative expenses: include sales taxes, permit costs, and other administration expenses.
3. Based on the costs outlined above, and the anticipated future costs to conduct the Amended Sale Process and administer these proceedings, the Receiver is requesting that the maximum permitted borrowings under the Amended and Restated Receivership Order or, if granted, the Second Amended and Restated Receivership Order, and the Receiver’s Borrowings Charge be increased to \$3,800,000 (i.e., an increase of \$1,496,140) to cover the following disbursements:
- a) up to approximately \$725,000 for the Strata Lien Distribution, subject to the determination of the Priority Indebtedness and other terms of the Amended and Restated Ancillary Order. As discussed in Section 8, the Receiver continues to work with the Strata Corporation and its legal counsel to determine the Priority Indebtedness, and given the significant time elapsed since the granting of the Ancillary Order, intends to invoke the terms of the Amended and Restated Ancillary Order should it not be resolved expediently;
 - b) approximately \$1,017,000 for repairs to the Remaining Units to prepare them for sale (as detailed in the First Report). As discussed in Section 8, the Receiver has negotiated an agreement with Kanin Construction Inc. (“**Kanin**”) to, among other things, complete the repairs required;
 - c) approximately \$750,000 for Reimbursable Costs and the monthly Customer Services Fees payable to Anthem pursuant to the Anthem Agreement; and
 - d) a contingency of \$300,000 to account for: (i) expenses related to the Remaining Units, including, among other things, ongoing fees payable to the Strata Corporation, utilities, insurance, property taxes; (ii) the remaining costs to complete the L4 Canopy Glass Work; and (iii) any unforeseen expenses or disbursements that may be required.

4. The Receiver notes that, based on the timing of the Remaining Unit sales and the proceeds from same, the Receiver may not require the additional borrowing availability. However, the increase in the Receiver's Borrowing Charge is being requested in the event that Remaining Unit sales occur after some or all of the above noted expenses are incurred.

7.2 Distributions

1. Subject to such holdbacks as the Receiver considers necessary or appropriate to satisfy priority claims against each Purchased Unit and/or to fund these proceedings, including, without limitation, the Receiver's fees and the fees of its counsel, the Amended and Restated Ancillary Order authorizes and directs the Receiver, its counsel and other agents to make or cause to be made one or more Distributions from the Sale Proceeds as follows:
 - a) to the Canada Revenue Agency (the "**CRA**") in respect of any GST required to be paid by the Receiver in connection with the closing of such Purchased Unit;
 - b) to such parties as are applicable in respect of any property tax arrears, strata fees, and such other customary disbursements for a transaction of a similar nature, in each case, in connection with the closing of such Purchased Unit; and
 - c) to Anthem in respect of the Compensation (as defined in the Anthem Agreement) payable pursuant to the Anthem Agreement, in connection with such Purchased Unit, including any commissions payable to a cooperating brokerage and any GST.

7.3 Recommendation Regarding the Amended and Restated Ancillary Order

1. The Receiver recommends that the Court issue the proposed Amended and Restated Ancillary Order for the following reasons:
 - a) the Distributions will facilitate the closing of the Unit Transactions that will materialize from the Amended Sale Process and be approved and implemented pursuant to the proposed Amended and Restated AVO, reduce certain of the Debtors' indebtedness, and ensure the efficient administration of their estates;
 - b) each Distribution is in respect of an obligation that is customarily required to close a Unit Transaction, is entitled to be paid or benefits from relevant legal priorities, or in the case of amounts payable to Anthem, is commensurate with the Anthem Agreement;

- c) pursuant to the proposed Amended and Restated Ancillary Order, the Receiver will be entitled to: (i) hold back such amounts from the purchase price paid for each Purchased Unit as it considers necessary or appropriate to satisfy priority claims against such Purchased Unit, and/or to fund these proceedings; and (ii) borrow up to the maximum principal amount of \$3,800,000. As a result of its authority to holdback funds and the proposed increase to the Receiver's borrowings, the Receiver is confident that it will have access to sufficient monies to advance these proceedings while making the Strata Lien Distribution and the Distributions;
- d) except for the proposed increases to the Receiver's borrowings and the Receiver's Borrowings Charge and a clarification as to the relative priority of mortgagees and builder's lien claimants under the BLA, the form of Amended and Restated Ancillary Order is substantially identical to the Ancillary Order previously approved by the Court; and
- e) the reasons supporting the granting of the Ancillary Order equally support the granting of the Amended and Restated Ancillary Order.

8.0 Other Activities of the Receiver

1. Since the Second Report, the Receiver has undertaken the following key activities:
 - a) corresponding extensively with the Debtors, including representatives of Thind, to obtain information concerning the Debtors;
 - b) corresponding with KingSett, and its counsel, Osler Hoskin & Harcourt LLP, regarding all aspects of these proceedings;
 - c) corresponding with the CRA with respect to tax accounts and outstanding remittances;
 - d) preparing and delivering to all creditors of TPC the Notice and Statement of the Receiver pursuant to subsections 245(1) and 246(1) of the BIA, compiling a list of known creditors, and filing the statutory report with the Office of the Superintendent of Bankruptcy (the "**OSB**");
 - e) preparing and filing the Receiver's statutory reports with the OSB pursuant to subsection 246(2) of the BIA;

- f) preparing funding requests in connection with the payment of certain expenses, including, among other items, payments to suppliers required for the Sale Process, monthly strata fees, and payments to contractors to perform repairs on the Highline Property;
- g) reviewing and considering the Singh Action, in consultation with 6511 Sussex's principal and KingSett;
- h) preparing the Third Report;
- i) preparing this Fourth Report;
- j) working with the Receiver's counsel, Bennett Jones LLP ("**Bennett Jones**"), to prepare the application materials in respect of the relief to be sought by the Receiver pursuant to the proposed Second Amended and Restated Receivership Order, Lift Stay Order, Amended Sale Process Order, Amended and Restated AVO, Amended and Restated Ancillary Order, and Sealing Order;
- k) maintaining the Receiver's case website;
- l) attending to, among other things, the following matters regarding the Highline Property:
 - i. working with Bennett Jones to prepare and file the disclosure statement dated June 23, 2025;
 - ii. corresponding with the Debtors' insurance broker to renew the insurance coverage on the Remaining Units;
 - iii. preparing and filing the declarations required pursuant to the *Speculation and Vacancy Tax Act*, S.B.C. 2018, c. 46, as amended;
 - iv. renewing 6511 Sussex's residential builder license with BC Housing;
 - v. obtaining extensions of the provisional occupancy and building permits from the City of Burnaby;
 - vi. analyzing the amounts claimed by the Strata Corporation under the Strata Liens, including the legal fees related to the enforcement of the Strata Liens (the "**Strata Liens Analysis**");

- vii. corresponding extensively with, and reviewing various information provided by, Lesperance Mendes Lawyers, counsel to the Strata Corporation, and FirstService Residential, the Strata Corporation manager, regarding these proceedings, the Strata Liens, and the Strata Liens Analysis;
- viii. responding to various letters and emails from counsel to subcontractors and creditors regarding amounts outstanding for work performed on the Highline Project;
- ix. working with Brasfield Builders Limited ("**Brasfield**") and Bennett Jones in connection with the Master Services Agreement dated February 14, 2025 (the "**MSA**"), and statement of work regarding deficiencies in the Remaining Units (the "**Deficiency Work**");
- x. working with Brasfield and BC Hydro regarding the reconnection of hydro to the Remaining Units;
- xi. negotiating and finalizing an agreement dated July 10, 2025, with Vision West Construction Ltd. ("**Vision West**") with respect to the L4 Canopy Glass Work;
- xii. working with Brasfield and Vision West to complete the L4 Canopy Glass Work;
- xiii. negotiating and entering into the following agreements required to obtain new home warranty coverage for the Remaining Units pursuant to the Builder Agreement dated April 22, 2020, between 6511 Sussex and The Guarantee Company of North America ("**GCNA**"), as administered by WBI Home Warranty Ltd. ("**WBI**"):
 - 1. the Settlement Agreement dated May 30, 2025 (the "**Settlement Agreement**"), among WBI and Intact (collectively, the "**Warranty Provider**"), the Receiver and KingSett Real Estate Mortgage LP No. 3;
 - 2. the Limited Indemnity Agreement dated May 30, 2025, granted by KingSett Real Estate Mortgage LP No. 3 in favour of Intact;
 - 3. the Amending Agreement dated May 30, 2025, between Brasfield and the Receiver, amending the MSA; and

4. the Statement of Work dated May 30, 2025, outlining Brasfield's scope of work with respect to administering the warranty obligations arising in connection with the warranty policies issued by the Warranty Provider from and after the date of the Receivership Order (the "**Warranty Work**");
- xiv. negotiating and entering into the following agreements to replace Brasfield with Kanin to perform the Deficiency Work and Warranty Work:
1. a Goods and/or Services Agreement dated August 6, 2025 ("**Goods and/or Services Agreement**"), between the Receiver and Crystal Consulting Inc. ("**CCI**") for the purposes of retaining CCI to complete the Deficiency Work;
 2. an Assignment Agreement dated September 16, 2025, assigning the Goods and/or Services Agreement from CCI to Kanin, an entity related to CCI;
 3. an Amending Agreement to the Goods and/or Services Agreement dated September 16, 2025, between Kanin and the Receiver to include the Warranty Work in Kanin's scope of work; and
 4. an Amending Agreement to the Settlement Agreement among the Receiver, WBI, Intact, and KingSett, to be finalized and executed, to amend the Settlement Agreement to reflect Kanin's anticipated performance of the Deficiency Work and Warranty Work; and
- m) attending to, among other things, the following matters regarding the Minoru Property:
- i. finalizing the JLL Agreement and executing same;
 - ii. corresponding with the City of Richmond regarding the Minoru Project, including the status of the outstanding property taxes, the development permit, the building permit, the rezoning application, the fees paid by the Debtors, and the letters of credit held by the City of Richmond;

- iii. working with JLL, Bennett Jones, and KingSett to finalize the following materials with respect to the Minoru Sale Process: (1) the non-disclosure agreement to be provided to potential purchasers; (2) the teaser and email to be sent to potential purchasers; (3) the confidential information memorandum to be provided to potential purchasers that execute a non-disclosure agreement; (4) the virtual data room; and (5) the template agreement of purchase and sale to be provided to potential purchasers;
- iv. corresponding extensively with JLL regarding sales and marketing initiatives undertaken pursuant to the Minoru Sales Process Order and the extensions of the Minoru Sale Process bid deadline;
- v. corresponding with Columbia Chrysler Dodge Jeep Ltd. regarding the license agreement and the payments due under same; and
- vi. corresponding with Optimum Security Inc., the third-party security company retained by the Receiver, regarding weekly site inspections.

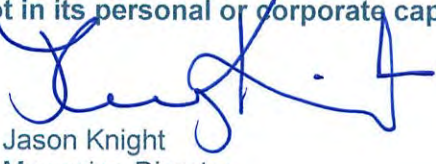
9.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make orders granting the relief detailed in Section 1.1 of this Fourth Report.

* * *

All of which is respectfully submitted,

KSV RESTRUCTURING INC.,
solely in its capacity as Court-appointed receiver of
6511 Sussex Heights Development Ltd.,
Minoru Square Development Limited Partnership,
Minoru View Homes Ltd., and Thind Parking Corp.
and not in its personal or corporate capacity

Per: 
Jason Knight
Managing Director

APPENDIX H

[ATTACHED]

6511 Sussex Heights Development Ltd.
Projected Weekly Cash Flow Statement
March 30, 2026 to July 26, 2026
(Unaudited; \$CAD Thousands)

		Week ending,																	
	Note	Apr-05	Apr-12	Apr-19	Apr-26	May-03	May-10	May-17	May-24	May-31	Jun-07	Jun-14	Jun-21	Jun-28	Jul-05	Jul-12	Jul-19	Jul-26	Total
RECEIPTS																			
Collections	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DISBURSEMENTS																			
Strata fees	3	-	-	-	-	(46)	-	-	-	-	(46)	-	-	-	(46)	-	-	-	(138)
Construction costs	4	-	-	(196)	-	-	-	(132)	-	-	-	(125)	-	-	-	-	-	-	(453)
Insurance	5	-	-	-	-	-	-	-	-	-	(32)	-	-	-	-	-	-	-	(32)
Professional fees	6	-	-	(75)	-	-	-	(75)	-	-	-	(75)	-	-	-	-	(75)	-	(300)
Other expenses	7	-	-	(20)	-	-	-	(20)	-	-	-	(20)	-	-	-	-	(20)	-	(80)
Contingency	8	-	-	(25)	-	-	-	(25)	-	-	-	(25)	-	-	-	-	(25)	-	(100)
Total disbursements		-	-	(316)	-	(46)	-	(252)	-	-	(78)	(245)	-	-	(46)	-	(120)	-	(1,103)
Net cash flow		-	-	(316)	-	(46)	-	(252)	-	-	(78)	(245)	-	-	(46)	-	(120)	-	(1,103)
Opening cash balance		1	1	1	47	47	1	1	79	79	79	1	47	47	47	1	1	1	1
Net cash flow		-	-	(316)	-	(46)	-	(252)	-	-	(78)	(245)	-	-	(46)	-	(120)	-	(1,103)
Receiver's borrowing	9	-	-	362	-	-	-	330	-	-	-	291	-	-	-	-	120	-	1,103
Ending cash balance		1	1	47	47	1	1	79	79	79	1	47	47	47	1	1	1	1	1

6511 Sussex Heights Development Ltd.

Notes to Projected Weekly Cash Flow Statement

March 30, 2026 to July 26, 2026

(Unaudited; \$CAD Thousands)

Purpose and General Assumptions

1. The purpose of the projection is to present a cash flow forecast of 6511 Sussex Heights Development Ltd. (the "**Debtor**") from March 30, 2026 to July 26, 2026 (the "**Period**") during the ongoing receivership proceedings, and the potential proceedings under the Companies' Creditors Arrangement Act.

The cash flow projection has been prepared based on hypothetical and most probable assumptions.

All capitalized terms not defined herein have the meanings ascribed to them in the Joint Sixth Report of the Receiver and Pre-Filing Report of the Proposed Monitor dated March 30, 2026.

Hypothetical

8. Represents a contingency to account for any unforeseen expenses.

Most Probable

2. Although certain Remaining Unit sales are expected to close in early-May 2026, for the purposes of the cash flow projection, proceeds from such sales have not been included during the Period.
3. Reflects monthly fees payable to The Owners, Strata Plan EPS 9599. Amounts related to the potential Strata Lien Distribution have not been included in the cash flow projection given that their timing and quantum are unknown at this time.
4. Represents the estimated costs in relation to the repairs required to be performed on the Remaining Units.
5. Represents commercial general liability and property insurance coverage for the Remaining Units.
6. Includes fees of the proposed monitor, the receiver, and its legal counsel.
7. Includes sales taxes, permit costs, utilities, fees and expenses pursuant to the Anthem Agreement, and other administrative expenses.
9. Reflects the receiver's borrowings in the receivership proceedings.

APPENDIX I

[ATTACHED]

STALKING HORSE AGREEMENT OF PURCHASE AND SALE

BETWEEN

KSV RESTRUCTURING INC.

- AND -

KINGSETT MORTGAGE CORPORATION

DATED AS OF APRIL 13, 2026

TABLE OF CONTENTS

Page

ARTICLE 1 INTERPRETATION	2
1.1 Defined Terms	2
1.2 Schedules	12
1.3 Terms of Reference.....	13
1.4 Interpretation Not Affected by Headings.....	13
1.5 Currency	13
1.6 Including.....	13
1.7 Gender and Number.....	13
1.8 No Strict Construction	13
1.9 Statute References	13
1.10 Document References	14
1.11 Date for Any Action	14
1.12 Time.....	14
ARTICLE 2 AGREEMENT OF PURCHASE AND SALE.....	14
2.1 Purchase and Sale of the Purchased Interests	14
2.2 Binding Agreement.....	14
2.3 Acknowledgement of Purchaser as to Condition of the Purchased Interests and Retained Assets.....	14
2.4 Transfer of Excluded Liabilities to Residual Co.	16
2.5 Transfer of Excluded Assets and Excluded Contracts to Residual Co.	16
2.6 Monitor's Capacity	16
ARTICLE 3 PURCHASE PRICE AND ADJUSTMENTS.....	16
3.1 Purchase Price.....	16
3.2 Satisfaction of the Purchase Price.....	17
3.3 Allocation of the Purchase Price.....	17
3.4 Taxes.....	17
3.5 General Adjustments	17
3.6 Specific Adjustments	18
3.7 Statement of Adjustments.....	18
ARTICLE 4 STALKING HORSE PROCEDURES.....	19
4.1 Stalking Horse Sale Procedure Order; Reverse Vesting Order	19
ARTICLE 5 CONDITIONS PRECEDENT	20
5.1 Mutual Conditions	20
5.2 Monitor's Conditions.....	20
5.3 Purchaser's Conditions	20
5.4 Satisfaction of Conditions.....	21
5.5 Waiver of Conditions.....	21
5.6 Extension of Closing Date	21
ARTICLE 6 REPRESENTATIONS AND WARRANTIES	22
6.1 Representations and Warranties of the Monitor	22

TABLE OF CONTENTS
(continued)

	Page
6.2 No Other Representations and Warranties of the Monitor	22
6.3 Representations and Warranties of the Purchaser.....	23
6.4 Representations and Warranties of the Purchaser.....	24
ARTICLE 7 CLOSING.....	24
7.1 Closing Sequence.....	24
7.2 Monitor's Closing Deliverables.....	25
7.3 Purchaser's Closing Deliverables	25
ARTICLE 8 OPERATION OF THE LANDS.....	26
8.1 Operation Before Closing.....	26
8.2 Damage Before Closing.....	26
ARTICLE 9 RELEASE.....	27
9.1 Release.....	27
ARTICLE 10 COVENANTS AND OTHER AGREEMENTS.....	28
10.1 Approval of the Court.....	28
10.2 Project Documents.....	28
10.3 Books and Records	28
ARTICLE 11 TERMINATION.....	28
11.1 Termination of this Agreement.....	28
11.2 Remedies Upon Termination	29
ARTICLE 12 GENERAL.....	29
12.1 Obligations as Covenants	29
12.2 Transaction Costs.....	29
12.3 No Registration.....	30
12.4 Applicable Law.....	30
12.5 Dispute Resolution.....	30
12.6 Attornment.....	30
12.7 Time of the Essence.....	30
12.8 Public Disclosure.....	30
12.9 Further Assurances	30
12.10 Entire Agreement.....	30
12.11 Amendment.....	31
12.12 Waiver	31
12.13 Severability.....	31
12.14 Solicitors and Agents and Tender.....	31
12.15 Survival.....	31
12.16 Successors and Assigns	31
12.17 Assignment	31
12.18 Notice.....	32

TABLE OF CONTENTS
(continued)

Page

12.19	Delivery in Escrow	33
12.20	Paramountcy	33
12.21	Third Party Beneficiaries	33
12.22	Counterparts; Electronic Transmission.....	33
12.23	Electronic Execution.....	33

SCHEDULES

Schedule “A” – Description of the Lands

Schedule “B” – Permitted Encumbrances

Schedule “C” – Retained Contracts

Schedule “D” – Bonds

Schedule “E” – Reverse Vesting Order

Schedule “F” – Stalking Horse Sale Procedure

Schedule “G” – Stalking Horse Sale Procedure Order

STALKING HORSE AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of April 13, 2026,

BETWEEN:

KSV RESTRUCTURING INC., in its capacity as the Court-appointed monitor of 6511 Sussex (as defined below) and not in its personal, corporate or any other capacity

(in such capacity, the “**Monitor**”)

-and-

KINGSETT MORTGAGE CORPORATION a company incorporated under the laws of Canada with an address at Suite 3700 – 40 King Street West, Toronto ON M5H 3Y2

(the “**Purchaser**” and, together with the Monitor, the “**Parties**”)

WHEREAS:

- A. On December 13, 2024, the Supreme Court of British Columbia (the “**Court**”) issued an Order (as amended and restated on January 20, 2025 and October 3, 2025, and as may be further amended or amended and restated from time to time, the “**Receivership Order**”) pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* (Canada) and section 39 of the *Law and Equity Act* (British Columbia) (the “**Receivership Proceedings**”), appointing KSV Restructuring Inc. (“**KSV**”) as the receiver (in such capacity, the “**Receiver**”), without security, of the Lands (as defined below) and all right, title and interest of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**” or the “**Debtor**”) and Thind Parking Corp. (“**TPC**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including the proceeds thereof;
- B. With the support of the Purchaser, the Receiver sought, and on October 17, 2025, obtained the Amended Sale Process Order and the Amended and Restated Approval and Vesting Order (each as defined below) in the Receivership Proceedings, which, among other things, authorized: (i) Anthem Properties Group Ltd., Anthem Realty Ltd. and the Receiver to carry out the Sale Process (as defined below); and (ii) the Receiver to sell, pursuant to the Sale Agreements (as defined below), any and all of the Inventory Units (as defined below), including all fixtures and chattels, in each case, as designated and described in the applicable Sale Agreement, and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith;
- C. On April 9, 2026, the Court issued an Order (as may be amended or amended and restated from time to time, the “**Initial Order**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), among other things: (i) granting 6511 Sussex protection under the CCAA; (ii) appointing KSV as the monitor of 6511 Sussex with certain enhanced powers (in such capacity, the “**Monitor**”); (iii) authorizing the Monitor to (x) develop a sale process in respect of the assets, undertakings and properties of 6511 Sussex (collectively, the “**Property**”), (y) negotiate a stalking horse sale agreement for and on behalf of 6511 Sussex in respect of the Property or the shares in the capital of 6511 Sussex, and (z) apply to the Court to approve such sale process; and (iv) declaring that the Receivership Proceedings shall remain ongoing in parallel with 6511 Sussex’s proceedings under the CCAA (the “**CCAA Proceedings**”);

- D. In accordance with the Initial Order, the Monitor intends to seek approval of a Stalking Horse Sale Procedure Order (as defined below), among other things, approving: (i) the Stalking Horse Sale Procedure (as defined below) to be conducted contemporaneously with the Sale Process; and (ii) the Monitor's entry into this Agreement (as defined below) solely as a "stalking horse bid" pursuant to the Stalking Horse Sale Procedure; and
- E. Subject to the terms and conditions contained herein and the granting of the Stalking Horse Sale Procedure Order, the Purchaser has agreed to make a "stalking horse bid" to purchase the Purchased Interests (as defined below), such that, in the absence of the Monitor accepting, for and on behalf of 6511 Sussex, a bid pursuant to the Stalking Horse Sale Procedure that is superior to the bid contained in this Agreement, as determined by the Monitor in accordance with the Stalking Horse Sale Procedure, the Monitor has agreed, for and on behalf of 6511 Sussex, to issue and sell, and the Purchaser has agreed to purchase, the Purchased Interests on the terms and subject to the conditions set out in this Agreement, in accordance with the Stalking Horse Sale Procedure and the Stalking Horse Sale Procedure Order and subject to obtaining the Reverse Vesting Order (as defined below).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, including the Purchase Price (as defined below) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"6511 Sussex" shall have the meaning set out in Recital A hereto.

"6511 Sussex Receivership Release Order" means an order of the Court in the Receivership Proceedings and/or the CCAA Proceedings releasing 6511 Sussex from the Receivership Proceedings.

"Accounts Payable" means all amounts relating to the Business owing to any Person in connection with the purchase of goods or services in the ordinary course of business.

"Accounts Receivable" means all amounts and monetary obligations owing to the Debtor as of the Closing Date.

"Adjustment Date" means 11:59 p.m. on the day before the Closing Date.

"Adjustments" shall have the meaning set out in Section 3.5(a).

"Administration Charge" shall have the meaning set out in the Initial Order.

"Agreement" means this stalking horse agreement of purchase and sale and the Schedules attached hereto, as amended from time to time, as permitted.

"Agreement Affecting the Shares" means, other than the rights of the Purchaser under this Agreement, any outstanding or authorized purchase agreements, options, warrants, convertible

securities or other rights, agreements, arrangements or commitments of any character relating to any shares in the Debtor or obligating the Debtor to issue or sell any shares or partnership interests or units of, or any other interest in, the Debtor, any voting trusts or agreements, pooling agreements, unanimous shareholder agreements, other shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any shares or partnership interests or units of, or any other interest in, the Debtor, or any other like agreements that relate to the shares of the Debtor or that are exchangeable or convertible into shares or partnership interests or units of, or any other interests in, the Debtor.

“Amended and Restated Approval and Vesting Order” means the Order of the Court in the Receivership Proceedings dated October 17, 2025, among other things, authorizing the Receiver to sell, pursuant to the Sale Agreements, any and all of the Inventory Units, including all fixtures and chattels, in each case, as designated and described in the applicable Sale Agreement, and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith, as it may be amended or amended and restated from time to time.

“Amended Sale Process Order” means the Order of the Court in the Receivership Proceedings dated October 17, 2025, among other things, approving the Sale Process, as it may be amended or amended and restated from time to time.

“Applicable Laws” means the statutes, regulations, Orders, judgments, decrees, rules or other lawful requirements of Governmental Authorities which are applicable to the Purchased Interests, the Retained Assets, the Transaction or any of the Parties.

“Assignee” shall have the meaning set out in Section 12.17.

“Backup Bid” shall have the meaning set out in the Stalking Horse Sale Procedure.

“Bonds” means those letters of credit and cash security listed in Schedule “D”, as may be amended by the Parties until the date that is five (5) days prior to the date the Vesting Order Application is scheduled to be heard by the Court, and any claims, refunds, rebates, reductions, causes of action, rights of recovery, rights of set-off, subrogation and rights of recoupment in respect of such Bonds.

“Books and Records” means all of the Debtor’s books and records at the Closing Date, including all technical and business records, licences, approvals, warranties, manuals, bank or accounting records, copies of insurance policies (excluding copies of insurance policies relating to directors’ and officers’ insurance), and maintenance and usage logs, whether in hard copy or electronic format that (a) are in the possession or control of the Monitor as of the date of this Agreement, (b) can be separated, organized and made available to the Purchaser upon the Monitor utilizing commercially reasonable efforts, and (c) pertain to the Purchased Interests or the Retained Assets.

“Business” means the business of the Debtor.

“Business Day” means any day other than a Saturday or Sunday and which is not a statutory holiday in Canada and/or the Province of British Columbia.

“CCAA” shall have the meaning set out in Recital C hereto.

“CCAA Proceedings” shall have the meaning set out in Recital C hereto.

“Claims” means all past, present and future claims, demands, complaints, grievances, actions, applications, causes of action, orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, debts, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a substantial indemnity basis, and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, related to the Purchased Interests or the Retained Assets, and **“Claim”** means any one of them.

“Closing” means the successful closing of the Transaction and the issue and sale of the Purchased Interests, including, without limitation, the payment of the Purchase Price and the delivery of the Closing Documents, on the Closing Date.

“Closing Date” means the date that is the later of (a) the first Business Day that is ten (10) Business Days following satisfaction of the Court Approval Condition, and (b) the tenth Business Day following the date on which any appeals or motions to set aside or vary the Reverse Vesting Order have been finally determined, subject to extension under Section 5.6 or such other date as agreed in writing by the Parties.

“Closing Documents” means the agreements, instruments and other documents to be delivered by the Monitor to the Purchaser or the Purchaser’s Solicitors pursuant to Section 7.2 and the agreements, instruments and other documents to be delivered by the Purchaser to the Monitor or the Monitor’s Solicitors pursuant to Section 7.3.

“Closing Sequence” shall have the meaning set out in Section 7.1.

“Conditions Precedent” means, collectively, the Mutual Conditions, the Monitor’s Conditions, and the Purchaser’s Conditions.

“Contracts” means all contracts, agreements, deeds, licences, leases, obligations, commitments promises, undertakings, engagements, understandings or arrangements, documents, commitments, entitlements and engagements to which the Debtor is party to or by which the Debtor is bound or those under which the Debtor has, or will have at Closing, any right, obligation, or Liability or contingent right, obligation, or Liability (in each case, whether written or oral, express or implied) or under which any Claims or Encumbrances against the Debtor arises.

“Court” shall have the meaning set out in Recital A hereto.

“Court Approval Condition” shall have the meaning set out in Section 5.1(b).

“Debtor” shall have the meaning set out in Recital A hereto.

“Debtor’s Shares” means all the issued and outstanding shares in the capital of the Debtor.

“Development” means the 332 residential strata development project known as “Highline Metrotown” constructed on the lands located 6505 and 6511 Sussex Avenue, Burnaby, BC.

“Development Fees” means those fees paid with respect to the Development, whether by the Debtor or on behalf of the Debtor, to a Governmental Authority required to obtain or maintain existing Development Rights.

“Development Rights” means all permits, municipal rezoning and development applications and development rights relating to or in connection with the Development and any claims, refunds, causes of action, rights of recovery rights of set-off, subrogation and rights of recoupment for Development Fees.

“Election Notice” shall have the meaning set out in Section 8.2(b).

“Encumbrances” means all mortgages, pledges, charges, liens, construction liens, debentures, hypothecs, trust deeds, assignments by way of security, security interests, options, equitable interests or beneficial interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, or against title to, the Purchased Interests or the Retained Assets or any part thereof or interest therein, including, without limitation, easements, servitudes, rights of way, restrictions, any subdivision, site plan, development or other agreements with a Governmental Authority affecting the Lands, executions or other charges or encumbrances (including notices or other registrations in respect of any of the foregoing) which encumber title to the Purchased Interests or the Retained Assets or any part thereof or interest therein.

“Environmental Laws” means all Applicable Laws relating to the environment.

“Excise Tax Act” means the *Excise Tax Act* (Canada).

“Excluded Assets” means any and all assets, undertakings and properties of the Debtor that are not Retained Assets, including the Purchase Price and any and all shares, securities, warrants, options, equity interests and partnership interests or units owned by the Debtor of, in or with respect to any Person other than the Debtor.

“Excluded Contracts” means all Contracts and Pre-Sale Contracts other than the Retained Contracts.

“Excluded Liabilities” means any and all Liabilities of the Debtor that are not Retained Liabilities, including any and all Liabilities:

- (a) relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which any Debtor may be bound as at the Closing;
- (b) relating to or under the Excluded Contracts and Excluded Assets;
- (c) of the Debtor arising in connection with the assignment of the Excluded Liabilities and Excluded Contracts to Residual Co. and the assumption by Residual Co. of same;
- (d) arising in connection with the transfer or vesting of any Excluded Contracts and Excluded Assets from the Debtor to Residual Co.;
- (e) for Claims relating to an Encumbrance that is not a Permitted Encumbrance;

- (f) for Taxes payable by the Debtor or the Monitor arising with respect to any period prior to the Closing Date (except as otherwise agreed in this Agreement);
- (g) for Taxes relating to any matters or assets other than the Retained Assets (except as otherwise agreed to in this Agreement), including any Liabilities in respect of Sales Taxes and Property Transfer Tax;
- (h) for any obligation or commitment associated with the Accounts Payable or any employees of the Debtor; and
- (i) for Claims relating to or in connection with any event, occurrence or circumstance or failure to perform, improper performance, breach, default, misrepresentation or violation by the Debtor, at any time prior to the Closing, including as it relates to any disclosure statement or disclosure statement amendment filed by the Debtor pursuant to REDMA or any schedule, appendix or addendum thereto.

“Final Order” means, in respect of any Order, such Order after the expiry of applicable appeal periods or in the event of an appeal or application for leave to appeal or to stay, vary, supersede, set aside or vacate such Order, final determination of such appeal or application by the applicable court or appellate tribunal.

“Governmental Authority” means any government, regulatory authority, government department, agency, utility, transportation authority, commission, board, tribunal, court or other law, rule or regulation making entity having jurisdiction on behalf of any nation, province or state or other subdivision thereof or any municipality, district or other subdivision thereof, or having jurisdiction over the relevant circumstances, or any person acting under the authority of any of the foregoing.

“GST” means goods and services tax, and, if applicable, harmonized sales tax imposed under Part IX of the Excise Tax Act.

“Hazardous Substance” means any contaminant, substance, pollutant, waste, hazardous material, toxic substance, radioactive substance, petroleum, its derivatives, by-products and other hydrocarbons, dangerous substance or dangerous good or material that is (a) deemed hazardous or toxic under Environmental Laws, (b) prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws, or (c) present to a degree or in an amount in excess of thresholds regulated under Environmental Laws.

“Highline Indebtedness” means the indebtedness of 6511 Sussex as of the Closing Date under the commitment letter dated March 5, 2024, among, *inter alios*, 6511 Sussex, as borrower, Minoru View Homes Ltd. and Minoru Square Development GP Ltd., in its capacity as the general partner for and on behalf of Minoru Square Development Limited Partnership, as guarantors, and the Purchaser, as lender, pursuant to which the Purchaser provided a first mortgage loan in the principal amount of \$176,500,000.

“Initial Order” shall have the meaning set out in Recital C hereto.

“Insurance Rights” means all rights of the Debtor of every nature arising out of all insurance policies relating to any of the Retained Assets but excluding any and all insurance policies relating to directors’ and officers’ insurance.

“Intellectual Property” means any intellectual property of the Debtor relating to the Retained Assets, including trademarks, copyright, drawings, plans, inventions, works, designs, and know-how.

“Inventory Unit” means a residential strata lot in Strata Plan EPS9599 marketed for sale within the Development pursuant to the Sale Process and **“Inventory Units”** means some or all of the residential strata lots in Strata Plan EPS9599 marketed for sale within the Development pursuant to the Sale Process, as the context requires, excluding all non-residential strata lots and all rental residential units (whether created as strata lots or otherwise) within the Development.

“Lands” means the lands and premises in Burnaby, British Columbia composed of the strata lots listed in Schedule “A”, which shall be amended by the Parties no later than the date that is one (1) day prior to the date the Vesting Order Application is scheduled to be heard by the Court to reflect the sale of any Inventory Units in accordance with the Sale Process and Amended and Restated Approval and Vesting Order.

“Land Title Office” means the Land Title and Survey Authority of British Columbia, land title office applicable to the Lands.

“Lender” shall have the meaning set out in the Receiver’s Certificates.

“Liability” means, with respect to any Person, any loss, damage, adverse claim, fine, penalty, cost, expense, charge, debt, commitment, liability or obligation of such Person of any kind, character or description (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether in or under statute, contract, tort, strict liability or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person), and includes all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation).

“Monitor” shall have the meaning set out in Recital C hereto.

“Monitor’s Conditions” shall have the meaning set out in Section 5.2.

“Monitor’s Solicitors” means Bennett Jones LLP or such other firm or firms of solicitors or agents as are retained by the Monitor from time to time and Notice of which is provided to the Purchaser.

“Mutual Conditions” shall have the meaning set out in Section 5.1.

“Notice” shall have the meaning set out in Section 12.18.

“Order” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

“Outside Date” shall mean August 19, 2026 or such other date as the Parties may agree to in writing.

“Permitted Encumbrances” means the Encumbrances against the Purchased Interests or Retained Assets listed or described in Schedule “B” hereto and any other Encumbrances approved by the Purchaser on or before the Closing Date.

“Person” is to be broadly interpreted and includes an individual, partnership (limited or general), corporation, trust, unincorporated organization, Governmental Authority, and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual.

“Pre-Sale Contracts” means, collectively, those contracts between 6511 Sussex and the applicable purchasers for the purchase and sale of the units in the Development executed prior to the granting of the Receivership Order.

“Priority Payables” means all amounts owing by the Debtor as of the Closing Date that rank *pari passu* or in priority to the Encumbrances securing the Highline Indebtedness in favour of the Purchaser, including any amounts secured by the Administration Charge or Receiver’s Charge, allocated to the Debtor, and any strata fees payable in connection with the Inventory Units.

“Project Documents” means:

- (a) copies of any environmental or geotechnical reports or studies relating to the Development in the Monitor’s possession or control;
- (b) copies of plans, specifications, and surveys for and relating to the Development, including mechanical, architectural, or electrical design drawings and building specifications all if in the Monitor’s possession or control;
- (c) copies of any construction Contracts relating to the Development if in the Monitor’s possession or control;
- (d) evidence of the existing contents insurance relating to the Inventory Units; and
- (e) copies of any permits relating to the Lands if in the Monitor’s possession or control.

“Property” shall have the meaning set out in Recital C hereto.

“Property Conditions” has the meaning set out in Section 2.3(b).

“Property Transfer Tax” means any transfer tax imposed on the Purchaser pursuant to the provisions of the *Property Transfer Tax Act* (British Columbia) or any other applicable legislation whether enacted before or after the date hereof.

“Provincial Sales Tax Act” means the *Provincial Sales Tax Act* (British Columbia).

“PST” means all provincial sales tax imposed pursuant to the Provincial Sales Tax Act or any equivalent or corresponding provincial or territorial legislation imposing a similar tax that may apply in respect of the transactions contemplated by this Agreement.

“Purchase Price” shall have the meaning set out in Section 3.1.

“Purchased Interests” means a number of common shares in 6511 Sussex, to be advised by the Purchaser, which will be issued on Closing, and which will represent 100% of the equity interest in 6511 Sussex following Closing.

“Purchaser” shall have the meaning set out in the Parties on page 1 of this Agreement.

“Purchaser’s Conditions” shall have the meaning set out in Section 5.3.

“Purchaser’s Solicitors” means Osler, Hoskin & Harcourt LLP or such other firm or firms of solicitors as are appointed by the Purchaser from time to time and Notice of which is provided to the Monitor.

“Qualified Final Bid” shall have the meaning set out in the Stalking Horse Sale Procedure.

“Qualified LOI” shall have the meaning set out in the Stalking Horse Sale Procedure.

“Receiver” shall have the meaning set out Recital A hereto.

“Receiver’s Borrowings” means the indebtedness of borrowed from the Lender and secured by the Receiver’s Borrowings Charge as of the Closing Date allocated by the Receiver to 6511 Sussex.

“Receiver’s Borrowings Charge” shall have the meaning ascribed to it in the Receivership Order.

“Receiver’s Certificates” shall have the meaning set out in the Receivership Order.

“Receiver’s Charge” shall have the meaning set out in the Receivership Order.

“Receivership Order” shall have the meaning set out Recital A hereto.

“Receivership Proceedings” shall have the meaning set out in Recital A hereto.

“REDMA” means the *Real Estate Development Marketing Act* (British Columbia).

“Released Persons” means the Monitor, the Debtor, and the directors, officers, partners, shareholders, employees, agents, professional advisors, successors and assigns of any of the foregoing.

“Reserve” means an amount to be agreed between the Monitor and the Purchaser in advance of Closing, which shall be used by the Monitor to fund costs, including the fees and disbursements of the Monitor and its counsel, in connection with necessary post-Closing matters and the administration and termination of the CCAA Proceedings as they relate to Residual Co., with any unused portion being returned to the Purchaser.

“Residual Co.” means a new corporation to be incorporated by the Debtor or the Monitor prior to Closing.

“Retained Assets” means the following assets of the Debtor:

- (a) the Property;
- (b) the Accounts Receivable;
- (c) the Books and Records;
- (d) the Intellectual Property;

- (e) the Insurance Rights;
- (f) any and all interests held by 6511 Sussex in and to funds that have been paid into court or a trust account by or on behalf of 6511 Sussex in connection with the Singh Action;
- (g) to the extent not fully and finally resolved as of the Closing Date, any and all interests held by 6511 Sussex in and to the Singh Action;
- (h) the Retained Contracts;
- (i) the Bonds; and
- (j) all of the Debtor's monies and cash prior to Closing, including any held in a cash collateral account, any amount held by the City of Burnaby as security, and all cash held as collateral security for outstanding letters of credit or letters of guarantee, provided that, in each case, such monies and cash shall not include monies advanced pursuant to the Receiver's Borrowings in the Receivership Proceedings or the Purchase Price.

"Retained Contracts" means those Contracts identified in Schedule "C", as may be amended by the Parties until the date that is ten (10) Business Days prior to the date the Vesting Order Application is scheduled to be heard by the Court.

"Retained Liabilities" means:

- (a) any Liabilities in respect of Speculation and Vacancy Tax;
- (b) all Liabilities under the Sale Agreements;
- (c) all Liabilities relating to the Retained Assets, including under the Retained Contracts (other than the Sale Agreements), arising out of events or circumstances that occur after the Closing, exclusive of, for greater certainty, any Liabilities or Claims relating to or in connection with any event, occurrence or circumstance or failure to perform, improper performance, breach, default, misrepresentation or violation by the Debtor, at any time prior to the Closing, including as it relates to any disclosure statement or disclosure statement amendment filed by the Debtor pursuant to REDMA or any schedule, appendix or addendum thereto; and
- (d) any other Liabilities that the Purchaser agrees in writing to assume on or before the Closing Date,

provided that the Retained Liabilities shall not include any obligations arising from any negligence or willful misconduct of the Debtor arising prior to the Closing Date.

"Reverse Vesting Order" means a reverse vesting order of the Court, substantially in the form attached hereto as Schedule "E", among other things:

- (a) authorizing and approving this Agreement and the Transaction;
- (b) authorizing the incorporation of Residual Co. and adding Residual Co. as a respondent in the CCAA Proceedings;

- (c) transferring and vesting all of the Excluded Assets, Excluded Contracts, and Excluded Liabilities (including, for greater certainty, all Claims and Encumbrances other than the Retained Liabilities and Permitted Encumbrances) to and in Residual Co.;
- (d) on completion of the Transaction, vesting title to the Purchased Interests in and to the Purchaser, free and clear of all Claims and Encumbrances except the Retained Liabilities and Permitted Encumbrances;
- (e) releasing the Purchaser, the Debtor, the Purchased Interests and the Retained Assets from any and all (i) Claims, Encumbrances and the Excluded Liabilities existing immediately prior to the Closing Date, (ii) Claims arising from or in respect of the insolvency of the Debtor prior to the Closing Date, (iii) Claims arising from or in respect of the commencement or existence of the Receivership Proceedings or the CCAA Proceedings, or (D) Claims arising from or in respect of the completion of the Transaction including any Sales Taxes or Property Transfer Tax;
- (f) confirming that the issuance of the Purchased Interests to the Purchaser shall be effective notwithstanding the provisions of any Agreement Affecting the Shares, and any and all Agreements Affecting the Shares shall be cancelled and of no further force and effect;
- (g) confirming that any and all shares, securities, warrants, options and equity interests in the Debtor, if any, other than the Purchased Interests shall be cancelled and of no further force and effect, for no consideration, such that the Purchased Interests shall represent 100% of the outstanding equity, as applicable, in the Debtor as of the Closing Date; and
- (h) removing the Debtor from the CCAA Proceedings and releasing them from the purview of all Orders of the Court granted in respect of the CCAA Proceedings, save and except for the Reverse Vesting Order.

“Sale Agreements” means, collectively, those contracts arising from the Sale Process for the purchase and sale of the Inventory Units that satisfy the sale conditions prescribed by the Sale Process, and **“Sale Agreement”** means any one of them.

“Sale Process” means the sale process conducted by Anthem Properties Group Ltd. and Anthem Realty Ltd., as sales agent, and overseen by the Receiver.

“Sales Tax” means goods, services, harmonized sales, sales, retail sales, use, consumption, personal property, customs, excise, stamp, transfer, or similar taxes, duties or charges, including GST and PST.

“Singh Action” means the Claim commenced by Gurmail Singh against 6511 Sussex in the Supreme Court of British Columbia action no. S-255846 (New Westminster registry) styled *Gurmail Singh v. 6511 Sussex Heights Development Ltd.*

“Speculation and Vacancy Tax” means any tax arising under the *Speculation and Vacancy Tax Act* (British Columbia) in connection with the Inventory Units.

“Stalking Horse Sale Procedure” means the sale procedure substantially in the form attached as Schedule “F” hereto, provided that such sale procedure is approved by the Court pursuant to the Stalking Horse Sale Procedure Order.

“Stalking Horse Sale Procedure Application” means an application by the Monitor seeking, *inter alia*, the Stalking Horse Sale Procedure Order.

“Stalking Horse Sale Procedure Order” means an order of the Court substantially in the form attached as Schedule “G”, with such amendments as are acceptable to the Monitor and the Purchaser, among other things, approving the Stalking Horse Sale Procedure, and this Agreement, solely for the purposes of acting as the “stalking horse bid” in the Stalking Horse Sale Procedure.

“Statement of Adjustments” shall have the meaning set out in Section 3.7(a).

“Successful Bid” shall have the meaning set out in the Stalking Horse Sale Procedure.

“Successful Bidder” shall have the meaning set out in the Stalking Horse Sale Procedure.

“Tax Returns” means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

“Taxes” means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums or contributions, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST, PST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties.

“TPC” shall have the meaning set out in Recital A hereto.

“Transaction” means, collectively, all of the transactions contemplated by this Agreement, including, among other things, the purchase and sale of the Purchased Interests for the Purchase Price and the transfer by the Debtor to Residual Co. of the Excluded Assets, Excluded Contracts, and Excluded Liabilities, each on and subject to the terms set forth herein.

“Vesting Order Application” means an application by the Monitor seeking the granting of the Reverse Vesting Order.

1.2 Schedules

The following schedules attached hereto form part of this Agreement:

Schedule “A” – Description of the Lands

Schedule “B” – Permitted Encumbrances

Schedule “C” – Retained Contracts

Schedule “D” – Bonds

Schedule “E” – Reverse Vesting Order

Schedule “F” – Stalking Horse Sale Procedure

Schedule “G” – Stalking Horse Sale Procedure Order

1.3 Terms of Reference

References to a specific article or section, unless something in the subject matter or context is inconsistent therewith, shall be construed as references to that specific article or Section of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions shall be deemed to refer (a) generally to this Agreement and not to any particular article, Section, Schedule or other portion of this Agreement, and (b) to any documents supplemental hereto.

1.4 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, subsections, clauses and paragraphs and other portions, and the insertion of headings and a table of contents, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in, and all payments provided for herein shall be made in, Canadian dollars.

1.6 Including

Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

1.7 Gender and Number

All words importing the singular include the plural and vice versa. All words importing gender include all genders.

1.8 No Strict Construction

The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.9 Statute References

Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, reenactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.

1.10 Document References

All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

1.11 Date for Any Action

Unless otherwise specified, references to “days” shall refer to calendar days, provided, however, that if the date on which any action is required to be taken hereunder by a Person is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.12 Time

Unless otherwise specified, all references to time expressed in this Agreement and in any document issued in connection with this Agreement mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends.

ARTICLE 2 AGREEMENT OF PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Interests

Subject to the terms and conditions of this Agreement, on the Closing Date in accordance with the Closing Sequence, the Monitor shall, for and on behalf of 6511 Sussex, issue, sell, transfer, convey and assign the Purchased Interests to the Purchaser, and the Purchaser shall purchase the Purchased Interests from the Monitor, for and on behalf of 6511 Sussex, free and clear of all Encumbrances (other than the Permitted Encumbrances), and in consideration thereof, the Purchaser shall pay the Purchase Price in accordance with the terms of Article 3.

2.2 Binding Agreement

The agreement of the Monitor and the Purchaser set forth in Section 2.1 creates and constitutes a binding agreement of purchase and sale for the Purchased Interests.

2.3 Acknowledgement of Purchaser as to Condition of the Purchased Interests and Retained Assets

Notwithstanding anything else contained herein or elsewhere, the Purchaser acknowledges and agrees that:

- (a) the Purchased Interests (and indirectly the Retained Assets) are being sold and purchased and the Transaction is being effected on an “as-is, where-is” and “without recourse” basis, without any representation, warranty or covenant by the Monitor, the Debtor or any other Person, other than as set out in this Agreement;
- (b) the Monitor makes no representations or warranties, other than and only to the extent of the representations and warranties set out in Section 6.1, of any nature whatsoever with

respect to any information or documentation disclosed to the Purchaser, or with respect to any of the Purchased Interests or any of the Retained Assets, including title thereto or the state of any of the Purchased Interests, the Retained Assets, Encumbrances or the Transaction, including (i) the conformity of the Development or the Lands to past, current or future applicable zoning or building code requirements or other Applicable Laws, (ii) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill or any other matter affecting the stability or integrity of the Development or the Lands, (iii) the sufficiency of any drainage, (iv) whether the Development or the Lands are located wholly or partially in a flood plain or a flood hazard boundary or similar area, (v) the existence or non-existence of underground or above ground storage tanks, (vi) the availability of public utilities, access, parking or services for the Development or the Lands, (vii) the fitness or suitability of the Development or the Lands for occupancy or any intended use (including matters relating to health and safety), (viii) the potential for further development of the Lands, (ix) the existence of land use, zoning or building entitlements affecting the Development or the Lands, (x) the presence, release or use of any Hazardous Substance in, under, on or about the Development or the Lands or any neighbouring lands, and (xi) the conformity or compliance of the Development or the Lands to any municipal by-laws, including those relating to the preservation of heritage, cultural or historical property (collectively, the “**Property Conditions**”);

- (c) as part of the Purchaser’s agreement to purchase the Purchased Interests and to accept the Purchased Interests and the Retained Assets in the condition set out in this Section 2.3, and not as a limitation on such agreement, the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights or Claims the Purchaser might have against the Monitor or the Debtor pursuant to any warranty, express or implied, of any kind or type relating to any of the Purchased Interests, the Retained Assets, the Property Conditions or any other aspect of the Transaction. Such waiver is absolute, unlimited and includes waiver of express warranties, implied warranties, any warranties at law and/or in equity, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and Claims of every kind and type, including Claims regarding defects, whether or not discoverable, product liability Claims or similar Claims, and to all other extent or later created or conceived of strict liability or strict liability type Claims and rights;
- (d) neither the Monitor nor the Debtor shall be responsible or liable for any misrepresentation, lack of disclosure or incorrect or incomplete disclosure of any nature whatsoever or failure to investigate any of the Purchased Interests or the Retained Assets on the part of the Monitor or the Debtor, or any other purported or acknowledged agent, representative, contractor, consultant, or employee of the Monitor, the Debtor, or any third party;
- (e) neither the Monitor nor the Debtor shall be required to produce any abstract of title, deed or documents or copies thereof or any evidence as to title;
- (f) the Lands may be subject to certain work orders, municipal requirements, including building or zoning by-laws and regulations, easements for hydro, gas, or telephone, and like services to the Lands, and restrictions and covenants which run with the Lands, including but not limited to the Permitted Encumbrances. Without limiting the foregoing, the Monitor and the Debtor shall not be responsible for rectification of any matters disclosed by any Governmental Authority; and

- (g) subject to the exemptions available under REDMA, the continued marketing and sale of the Inventory Units following Closing will require that the Purchaser cause 6511 Sussex to file a disclosure statement for the Development pursuant to REDMA.

The provisions of this Section 2.3 shall not merge on, but shall survive, Closing.

2.4 Transfer of Excluded Liabilities to Residual Co.

On the Closing Date, in accordance with the Closing Sequence and pursuant to the Reverse Vesting Order, the Excluded Liabilities shall be transferred to, vested in and assumed by Residual Co. All of the Excluded Liabilities shall be discharged from and released as against the Debtor, the Purchased Interests and the Retained Assets as of the Closing, pursuant to the Reverse Vesting Order.

2.5 Transfer of Excluded Assets and Excluded Contracts to Residual Co.

On the Closing Date, the Debtor shall retain, free and clear of any and all Encumbrances, Claims, and Liabilities, other than the Retained Liabilities and Permitted Encumbrances, all of the Retained Assets owned by each of them on the date of this Agreement and any assets acquired by each of them up to and including Closing. For greater certainty, the Retained Assets shall not include the Excluded Assets or the Excluded Contracts, which the Debtor shall transfer to Residual Co., in accordance with the Closing Sequence, on the Closing Date and same shall be vested in Residual Co. pursuant to the Reverse Vesting Order.

2.6 Monitor's Capacity

Notwithstanding any other provision of this Agreement, the Purchaser acknowledges and agrees that in all matters pertaining to the Stalking Horse Sale Procedure, and this Agreement, including in its execution, KSV Restructuring Inc. has acted and is acting solely in its capacity as the Monitor and not in its personal, corporate or any other capacity, and KSV Restructuring Inc. and its directors, officers, partners, shareholders, employees, advisors and agents shall have no personal, corporate or other liability under or as a result of this Agreement, or otherwise in connection herewith. The provisions of this Section 2.6 shall not merge on, but shall survive, Closing.

ARTICLE 3 PURCHASE PRICE AND ADJUSTMENTS

3.1 Purchase Price

The aggregate purchase price for the Purchased Interests, as adjusted in accordance with Section 3.5 and Section 3.6, shall comprise of the following amounts (in aggregate, the "**Purchase Price**"):

- (a) an amount equal to the Highline Indebtedness;
- (b) an amount equal to the Receiver's Borrowings;
- (c) an amount equal to the Retained Liabilities which are payable on, accruing to, or arising prior to the Closing;
- (d) an amount required to satisfy the Priority Payables; and
- (e) an amount equal to the Reserve.

3.2 Satisfaction of the Purchase Price

The Purchase Price, as adjusted in accordance with Section 3.5 and Section 3.6, shall be satisfied by the Purchaser as follows, and the Monitor hereby directs the Purchaser to satisfy the Purchase Price in accordance with this Section 3.2 and this shall be the Purchaser's good and sufficient authority for so doing:

- (a) as to the amounts referred to in Section 3.1(a) and Section 3.1(b), by the Purchaser releasing the Receiver, the Monitor and the Debtor from repayment of all such amounts;
- (b) as to the amount referred to in Section 3.1(c), by the Purchaser assuming, performing and/or discharging such Retained Liabilities upon the earlier of (i) when they become due, and (ii) ten (10) Business Days after Closing; and
- (c) as to the amount referred to in Section 3.1(d) and Section 3.1(e), by wire transfer of immediately available funds to the Monitor, for and on behalf of 6511 Sussex, on Closing.

For greater certainty, the assumption by the Purchaser of the Retained Liabilities, other than the amount referred to in Section 3.1(c), has been taken into account with respect to the determination of the Purchase Price and the assumption of such Retained Liabilities does not constitute separate or additional consideration hereunder in respect of the Purchased Interests.

3.3 Allocation of the Purchase Price

The Parties shall agree upon the allocation of the Purchase Price in respect of the Purchased Interests, both acting reasonably, prior to Closing or by such other date as the Parties may agree. The Parties shall report the purchase and sale of the Purchased Interests for all federal, provincial and local tax purposes in accordance with the agreed upon allocation and this Agreement.

3.4 Taxes

The Parties agree that:

- (a) the Monitor shall prepare or cause to be prepared, and file or cause to be filed all Tax Returns for and on behalf of the Debtor for all Tax periods ending on or prior to the Closing Date and for which Tax Returns have not been filed as of such date;
- (b) the Purchaser shall prepare or cause to be prepared, and file or cause to be filed all Tax Returns for the Debtor for all Tax periods ending after the Closing Date; and
- (c) the Parties shall cooperate with one another and shall provide each other with all materials necessary to prepare or cause to be prepared, and file or cause to be filed the Tax Returns referred to in Section 3.4(a) and Section 3.4(b).

3.5 General Adjustments

The Parties agree that:

- (a) except for those adjustments expressly provided for in Section 3.5 and Section 3.6 (the "**Adjustments**") there shall not be any further adjustments to the Purchase Price;
- (b) subject to the Closing, the Adjustments shall be made as of the Adjustment Date on an accrual basis. From and after the Adjustment Date, the Purchaser shall be responsible for

all expenses related to the Retained Assets or the Retained Liabilities, and shall be entitled to all revenue from the Purchased Interests and the Retained Assets. The Monitor, for and on behalf of the Debtor, and the Debtor shall be responsible for all expenses and entitled to all revenue from the Purchased Interests and the Retained Assets for that period ending on the Adjustment Date; and

- (c) the provisions of this Section 3.5 shall not merge on, but shall survive, Closing.

3.6 Specific Adjustments

The Parties agree that:

- (a) all operating costs and recoveries, realty taxes, water, sewer, local improvement rates and charges, utility deposits, and other applicable income and expense items and adjustments established by usual practice in the City of Burnaby for the purchase and sale of lands similar to the Lands shall be apportioned and adjusted to the Adjustment Date (the day itself to be apportioned to the Purchaser) such that the Monitor, for and on behalf of the Debtor, will bear and pay all expenses and receive all income related to the Purchased Interests and the Retained Assets prior to the Adjustment Date and the Purchaser will bear and pay all expenses and receive all income related to the Purchased Interests and the Retained Assets from and after and including the Adjustment Date;
- (b) if there are any realty or business tax appeals for the calendar year prior to or including the calendar year in which the Closing occurs, the Purchaser may, at its option, be entitled to take over any such appeals and shall be entitled to receive any payment resulting therefrom. To the extent the Monitor receives any of the aforementioned payments on or after the Closing Date, for or on behalf of the Debtor, it shall forthwith remit such payments to the Purchaser;
- (c) the Purchaser shall be entitled to a credit towards the Purchase Price for (i) the Debtor's pro-rata share of property taxes for the 2026 calendar year as estimated by the Monitor, (ii) any property taxes, arrears thereof and interest accruing thereon remaining unpaid as of the Adjustment Date for any previous calendar years, and (iii) all other amounts that would ordinarily be adjusted for in a typical commercial real estate transaction between sophisticated parties; and
- (d) from and after the Closing Date, the Purchaser shall provide to the Monitor and its auditors, during normal business hours at any time and from time to time upon reasonable prior Notice to the Purchaser, ongoing access to the Books and Records and any other accounting books, files, records and information of the Purchaser relating to the Purchased Interests, the Retained Assets or the Retained Liabilities for the purpose of calculating or verifying the amount of any Adjustments.

The provisions of this Section 3.6 shall not merge on, but shall survive Closing.

3.7 Statement of Adjustments

The Parties agree that:

- (a) the Monitor shall carry out an accounting and adjustment and prepare and deliver to the Purchaser a statement of all adjustments and payments (the "**Statement of Adjustments**")

at least ten (10) Business Days prior to the Closing Date setting out the Purchase Price and the Adjustments; and

- (b) the Monitor shall make available to the Purchaser all information reasonably necessary, including the Books and Records, for the Purchaser to understand and confirm the calculations in the Statement of Adjustments. Any comments from or changes requested by the Purchaser regarding the Statement of Adjustments will be settled by the Monitor and the Purchaser no later than two (2) Business Days prior to the Closing Date, each acting reasonably and in accordance with commercial practice in British Columbia.

ARTICLE 4 STALKING HORSE PROCEDURES

4.1 Stalking Horse Sale Procedure Order; Reverse Vesting Order

The Parties agree that:

- (a) (i) this Agreement is subject to Court approval and the issuance of the Stalking Horse Sale Procedure Order, and (ii) the Closing of the Transaction is subject to this Agreement being determined by the Monitor to be the Successful Bid in accordance with the Stalking Horse Sale Procedure, and the issuance of the Reverse Vesting Order;
- (b) on or before April 14, 2026, the Monitor shall file and serve the Stalking Horse Sale Procedure Application on notice to parties reasonably satisfactory to the Monitor and the Purchaser;
- (c) the Monitor shall use commercially reasonable efforts to obtain the Stalking Horse Sale Procedure Order on or before April 17, 2026;
- (d) if one or more Qualified LOIs and Qualified Final Bids (other than this Agreement) are received pursuant to the Stalking Horse Sale Procedure, the Monitor shall pursue such letters of intent and bid(s) in accordance with the Stalking Horse Sale Procedure, provided that nothing in this Section 4.1(d) will prevent this Agreement from constituting the Backup Bid in accordance with the Stalking Horse Sale Procedure;
- (e) if this Agreement is determined to be the Successful Bid pursuant to the Stalking Horse Sale Procedure, the Monitor shall use its commercially reasonable efforts to promptly thereafter file and serve the Vesting Order Application, on notice to all parties reasonably satisfactory to the Monitor and the Purchaser of the relief sought in the Reverse Vesting Order; and
- (f) the Purchaser shall provide all information, if any, and take such actions as may be reasonably requested by the Monitor to assist the Monitor in obtaining the Stalking Horse Sale Procedure Order and, if the Purchaser is the Successful Bidder, the Reverse Vesting Order, the 6511 Sussex Receivership Release Order and any other Order of the Court reasonably necessary to consummate the Transaction.

ARTICLE 5 CONDITIONS PRECEDENT

5.1 Mutual Conditions

The obligation of each of the Parties to complete the Transaction is conditional upon the following conditions (the “**Mutual Conditions**”) being satisfied:

- (a) the Monitor will have determined in accordance with the Stalking Horse Sale Procedure that this Agreement is the Successful Bid;
- (b) on or before the Closing Date, the Stalking Horse Sale Procedure Order, the Reverse Vesting Order, and the 6511 Sussex Receivership Release Order shall have been granted by the Court and all such Orders will be the Final Orders (the “**Court Approval Condition**”), provided that if the Reverse Vesting Order and the 6511 Sussex Receivership Release Order shall not have been subject to any unresolved material objections at the hearing at which it was approved by the Court, the applicable appeal periods need not have expired, but no appeal or leave for appeal shall have been filed;
- (c) the Parties, acting reasonably, shall have settled Schedule “A”, Schedule “C” and Schedule “D” in accordance with this Agreement, provided that any revisions to Schedule “A”, Schedule “C” and Schedule “D” shall not affect the Purchase Price; and
- (d) as at the Closing Date, there will be no Applicable Laws or Orders in effect that restrain or prohibit the consummation of the Transaction or the Closing or that have the effect of making the Transaction illegal.

5.2 Monitor’s Conditions

The Monitor’s obligation to complete the Transaction, for and on behalf of 6511 Sussex, is conditional upon the following conditions (the “**Monitor’s Conditions**”) being satisfied:

- (a) as at the Closing Date, each representation and warranty of the Purchaser contained in Section 6.3 will be true and correct (i) as if restated on and as of the Closing Date, or (ii) as if made as of a date specified therein, as of such date;
- (b) on or before the Closing Date, the covenants, obligations, and agreements contained in this Agreement will have been complied with by the Purchaser and not have been breached in any material respect as determined in the sole discretion of the Monitor, acting reasonably; and
- (c) as at the Closing Date, the Purchaser will have delivered to the Monitor all items the Purchaser is required to deliver pursuant to Section 7.3.

5.3 Purchaser’s Conditions

The Purchaser’s obligation to complete the Transaction is conditional upon the following conditions (the “**Purchaser’s Conditions**”) being satisfied:

- (a) on or before the Closing Date, the covenants, obligations, and agreements contained in this Agreement will have been complied with by the Monitor and not have been breached in any material respect;
- (b) as at the Closing Date, each representation and warranty of the Monitor contained in Section 6.1 will be true and correct (i) as if restated on and as of the Closing Date, or (ii) as if made as of a date specified therein, as of such date;
- (c) as at the Closing Date, the Monitor will have delivered to the Purchaser, for and on behalf of 6511 Sussex, all items it is required to deliver pursuant to Section 7.2; and
- (d) from the date of this Agreement to the Closing, there shall have been no new Encumbrances (other than Permitted Encumbrances) registered against the Purchased Interests or the Retained Assets that are not otherwise vested-out pursuant to the Reverse Vesting Order.

5.4 Satisfaction of Conditions

The Parties agree to proceed in good faith and to cooperate with each other, with promptness and reasonable diligence, to attempt to satisfy the Conditions Precedent that are within their respective control. Neither Party shall be entitled to rely on its own non-performance or non-compliance of any of the Conditions Precedent as a reason not to complete the Transaction.

5.5 Waiver of Conditions

The Parties agree that:

- (a) the Mutual Conditions are for the mutual benefit of the Parties and may be waived only with the written agreement of both of the Parties. If any of the Mutual Conditions have not been satisfied or waived in the manner described above on or before the Closing Date, either Party may terminate this Agreement by Notice to the other Party;
- (b) the Monitor's Conditions are for the exclusive benefit of the Monitor and 6511 Sussex and may be waived by the Monitor in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Monitor may have. If any of the Monitor's Conditions have not been satisfied or waived by the Monitor on or before the Closing Date, the Monitor may terminate this Agreement by Notice to the Purchaser; and
- (c) the Purchaser's Conditions are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have. If any of the Purchaser's Conditions have not been satisfied or waived by the Purchaser on or before the Closing Date, the Purchaser may terminate this Agreement by Notice to the Monitor.

5.6 Extension of Closing Date

The Parties agree that:

- (a) the Monitor and the Purchaser may, exercisable by Notice to the other Party and without the necessity of a further Order from the Court, unilaterally elect on a one-time basis to extend the Closing Date for up to ten (10) Business Days by delivering to the other Party

Notice to this effect no less than two (2) Business Days before the then scheduled Closing Date. In each such event, the Closing Date will be so extended and this Agreement will continue in full force and effect until such extended Closing Date has passed;

- (b) upon either Party exercising its extension right in accordance with Section 5.6(a), the Monitor will cause the Monitor's Solicitors to promptly update and revise the Statement of Adjustments to reflect the updated Adjustments for the extended Closing Date and, notwithstanding Section 3.7(a), to deliver the revised Statement of Adjustments to the Purchaser at least two (2) Business Days prior to the extended Closing Date; and
- (c) should any extension of the Closing Date pursuant to Section 5.6(a) result in the Closing Date extending beyond the Outside Date, the Outside Date shall be deemed to be extended to the same date as the Closing Date.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Monitor

The Monitor hereby represents and warrants to the Purchaser as follows and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the purchase by the Purchaser of the Purchased Interests:

- (a) **Authorization:** the Monitor has been appointed as the Monitor of 6511 Sussex pursuant to the Initial Order and, subject to the Court Approval Condition, has the power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (b) **Status of the Initial Order:** the Initial Order is in full force and effect as of the date hereof;
- (c) **No Unauthorized Sales or Encumbrances:** the Monitor has not taken any steps to sell or encumber the Purchased Interests or the Retained Assets (other than entering into this Agreement with the Purchaser) except as previously approved by the Court, including as permitted under the Initial Order; and
- (d) **Debtor's Residence:** to the Monitor's knowledge, the Debtor is not and will not be at the Closing, a non-resident of Canada for the purposes of section 116 of the *Income Tax Act* (Canada).

6.2 No Other Representations and Warranties of the Monitor

Except for the representations and warranties of the Monitor contained in Section 6.1 and without limiting the generality of the provisions of Section 2.3, neither the Monitor nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Monitor or 6511 Sussex, including any representation or warranty as to the accuracy or completeness of any information regarding any of the Purchased Interests or the Retained Assets furnished or made available to the Purchaser and its representatives or as to the future revenue, profitability or success of any of the Purchased Interests or the Retained Assets, or any representation or warranty arising from statute or otherwise under Applicable Laws.

6.3 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Monitor as follows and acknowledges and agrees that the Monitor is relying upon such representations and warranties in connection with the sale by the Monitor of the Purchased Interests:

- (a) **Status:** the Purchaser is duly organized and subsisting under the laws of its jurisdiction of organization. The Purchaser has all necessary power, authority and capacity to enter into this Agreement and all other agreements contemplated by this Agreement and to perform its obligations under this Agreement and all other agreements contemplated by this Agreement;
- (b) **Authorization:** the execution and delivery of this Agreement and all other agreements contemplated by this Agreement by the Purchaser and the consummation of the Transaction contemplated by this Agreement by the Purchaser have been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) **No Breach:** neither the entering into nor the delivery of this Agreement nor the completion by the Purchaser of the Transaction contemplated hereby will conflict with, or constitute a default under, or result in a violation of (i) any of the provisions of the constating documents or by-laws of the Purchaser, or (ii) any Applicable Laws;
- (d) **No Bankruptcy:** the Purchaser (i) is not an insolvent person within the meaning of the BIA or the *Winding-up and Restructuring Act* (Canada), (ii) has not made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, (iii) has not had any petition for a receiving Order, or for the appointment of a receiver or receiver and manager over its property or business presented in respect of it, and (iv) has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution;
- (e) **No Broker:** the Purchaser has not retained the services of any real estate broker or agent in connection with the Transaction;
- (f) **Litigation:** there are no proceedings pending, or to the knowledge of the Purchaser, threatened against the Purchaser before any Governmental Authority, which would (i) prevent the Purchaser from paying the Purchase Price to the Monitor, for and on behalf of 6511 Sussex, (ii) prohibit or seek to enjoin, restrict or prohibit the Transaction, or (iii) which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement;
- (g) **Consents:** except for the issuance of the Reverse Vesting Order, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the execution, delivery or performance of this Agreement by the Purchaser, and all other agreements contemplated under this Agreement;
- (h) **Financial Ability:** the Purchaser will have, as of the Closing Date (i) sufficient funds available for purposes of satisfying the Purchase Price, and (ii) the resources and capabilities (financial or otherwise) to perform its obligations under this Agreement. The Purchaser has not, as of the date hereof, and will not have, as of the Closing Date, incurred any liability that would materially impair or adversely affect such resources and capabilities;

- (i) **Residence:** the Purchaser is not a non-resident of Canada for the purposes of the *Investment Canada Act* (Canada);
- (j) **GST:** the Purchaser is registered for the purposes of Part IX of the ETA in accordance with the requirements of Subdivision D of Division V; and
- (k) **No Prohibition:** the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) does not apply in respect of the Purchaser or the Transaction.

6.4 Representations and Warranties of the Purchaser

All of the representations and warranties set out in Section 6.1 and Section 6.3 shall not merge on, but shall survive, Closing for a period of one (1) year after the Closing Date.

ARTICLE 7 CLOSING

7.1 Closing Sequence

On the Closing Date, Closing shall take place in the following sequence (the “**Closing Sequence**”):

- (a) first, the Purchase Price shall be paid in accordance with the terms of Article 3;
- (b) second, all of the Debtor’s right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in Residual Co. and all Claims and Encumbrances other than the Retained Liabilities and Permitted Encumbrances shall continue to attach to such Excluded Assets with the same nature and priority as they had immediately prior to their transfer, all in accordance with the Reverse Vesting Order;
- (c) third, the Excluded Liabilities and the Excluded Contracts shall be transferred to, assumed by, and vest absolutely and exclusively in Residual Co. (who shall be deemed to be party to such Excluded Contracts), and shall no longer be obligations of the Debtor. The Debtor and its Retained Assets shall be forever released and discharged from such Excluded Liabilities and the Excluded Contracts, and all Encumbrances other than the Permitted Encumbrances shall be expunged and discharged as against the Retained Assets, all in accordance with the Reverse Vesting Order;
- (d) fourth, in consideration for the Purchase Price (i) the Debtor shall (or shall be caused by the Monitor to) issue the Purchased Interests to the Purchaser, and (ii) all of the right, title and interest in and to the Purchased Interests shall vest absolutely and exclusively in the Purchaser free and clear of and from any and all Claims and Encumbrances other than the Permitted Encumbrances and the Retained Liabilities;
- (e) fifth, all Debtor’s Shares that are issued and outstanding immediately prior to Closing (but for greater certainty, not including the Purchased Interests) shall be redeemed, terminated and cancelled without any payment thereon, and all redeemed Debtor’s Shares together with any Agreement Affecting the Shares shall be deemed terminated and cancelled without any payment or consideration in accordance with and pursuant to the Reverse Vesting Order; and

- (f) sixth, the Debtor shall cease to be party to the CCAA Proceedings and the Receivership Proceedings and the Debtor shall be deemed to be released from the purview of the Initial Order, the Receivership Order, and all other Orders of the Court granted in the CCAA Proceedings and Receivership Proceedings, save and except for the Reverse Vesting Order the provisions of which (as they relate to the Debtor) shall continue to apply in all respects.

7.2 Monitor's Closing Deliverables

On or before Closing, subject to the provisions of this Agreement, the Monitor shall, for and on behalf of 6511 Sussex, deliver or cause to be delivered to the Purchaser's Solicitors the following:

- (a) a certified copy of the Reverse Vesting Order and the 6511 Sussex Receivership Release Order;
- (b) an instrument of transfer conveying, or a share certificate in respect of, the Purchased Interests to the Purchaser;
- (c) the Statement of Adjustments;
- (d) a certificate of the Monitor confirming that (i) the representations and warranties set out in Section 6.1 are true and accurate in all material respects, and (ii) the Monitor has complied with all the covenants, obligations, and agreements contained in this Agreement and has not breached the same in any material respect; and
- (e) such other documents as may be reasonably required by the Reverse Vesting Order, or reasonably required by the Purchaser to complete the Transaction, in accordance with the terms of this Agreement.

All documentation shall be in form and substance acceptable to the Parties and their respective solicitors each acting reasonably and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either Party than those expressly set forth in this Agreement or in the Reverse Vesting Order.

7.3 Purchaser's Closing Deliverables

On or before Closing, subject to the provisions of this Agreement, the Purchaser shall deliver or cause to be delivered to the Monitor's Solicitors or the Monitor, as applicable, the following:

- (a) a certificate of an officer of the Purchaser (in such capacity and without personal liability) confirming that (i) the representations and warranties set out in Section 6.3 are true and accurate in all material respects, and (ii) the Purchaser has complied with all the covenants, obligations, and agreements contained in this Agreement and has not breached the same in any material respect;
- (b) the payments contemplated by Section 3.2, as adjusted in accordance with Section 3.5 and Section 3.6; and
- (c) such other documents as may be reasonably required by the Reverse Vesting Order, or reasonably required by the Monitor to complete the Transaction in accordance with the terms of this Agreement.

All documentation shall be in form and substance acceptable to the Parties and their respective solicitors each acting reasonably and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either Party than those expressly set forth in this Agreement or in the Reverse Vesting Order.

ARTICLE 8 OPERATION OF THE LANDS

8.1 Operation Before Closing

During the period between the date hereof and Closing, subject to the Receivership Order, the Amended Sale Process Order, the Amended and Restated Approval and Vesting Order, the Initial Order and any other Order made by the Court in the CCAA Proceedings or the Receivership Proceedings, the Monitor shall:

- (a) use commercially reasonable efforts to maintain in full force and effect the existing contents insurance coverage in respect of the Inventory Units;
- (b) consult with the Purchaser regarding any commitment, agreement or contract, or modification of any material terms or termination of any Project Documents, Development Rights, Permitted Encumbrances, or any mortgage or charge relating to any of the Purchased Interests or the Retained Assets or that would form an Encumbrance on any of the Purchased Interests or the Retained Assets, but for the avoidance of doubt, the Monitor shall not be bound to follow or agree to the requests of the Purchaser save and except with respect to any new Encumbrance becoming a Permitted Encumbrance which shall require the consent of the Purchaser in its sole, absolute and unfettered discretion;
- (c) promptly provide Notice to the Purchaser if the Monitor becomes aware that, after the date of this Agreement, any of its representations or warranties in this Agreement become untrue or incorrect or if any covenants, terms or conditions in this Agreement are breached or cannot be performed; and
- (d) grant to the Purchaser and its authorized representatives, for and on behalf of 6511 Sussex, the right to enter upon the Lands during business hours upon reasonable Notice for the purposes of carrying out such inspections, examinations, tests and surveys, including soil tests, as the Purchaser may deem necessary, acting reasonably; provided that the Purchaser shall indemnify and hold the Monitor and its directors, officers, partners, shareholders, employees, advisors and agents harmless from any and all Claims or Liabilities suffered or incurred as a result of the Purchaser exercising its rights pursuant to this Section 8.1(d).

8.2 Damage Before Closing

The Parties agree that:

- (a) the Retained Assets shall be at the risk of the Debtor until Closing;
- (b) if any loss, damage or expropriation occurs before Closing to any part of the Retained Assets in respect of which the cost of restoration is more than 7% of the Purchase Price, as determined by an arm's length, independent qualified expert engaged by the Monitor, within fifteen (15) Business Days after disclosure to the Purchaser by the Monitor of the loss or damage and the extent thereof, the Purchaser, at its option, shall by notice in writing to the Monitor (the "**Election Notice**") elect either:

- (i) to complete the purchase of the Purchased Interests, in which event the insurance proceeds (if any) payable in respect of such Purchased Interest(s) or damaged Retained Asset(s) shall be assigned or paid to the Purchaser and the Purchase Price shall be reduced by an amount equal to any deficiency in insurance proceeds arising from any co-insurance relating to such insurance policy or for any other reason; provided, however, that if the cost of restoration or the quantum (if any) of insurance proceeds are not known at the Closing Date, the Purchaser shall pay the Purchase Price in full on Closing and the Monitor shall remit to the Purchaser, for and on behalf of 6511 Sussex, the insurance proceeds (if any) and the amount of any deficiency in insurance proceeds (if any) as soon as reasonably practicable following receipt and determination of same; or
- (ii) not to complete the purchase of the Purchased Interests, in which case this Agreement will terminate with immediate effect;
- (c) if the Purchaser fails to deliver the Election Notice it will be deemed to elect to complete the purchase of the Purchased Interests in accordance with Section 8.2(b)(i); and
- (d) if loss or damage to any of any Purchased Interest(s) or Retained Asset(s) that does not trigger the rights set out in Section 8.2(b) occurs, the Purchaser shall have no right to terminate this Agreement, but shall be entitled to all proceeds of insurance in respect of such loss or damage and the Purchase Price shall be reduced by the value of any deductibles in respect of such loss or damage and an amount equal to any deficiency in insurance proceeds arising from any co-insurance relating to such insurance policy or for any other reason, and the Parties shall complete the Transaction.

ARTICLE 9 RELEASE

9.1 Release

Without limiting the generality of Section 2.3 and Section 2.6, the Purchaser, on behalf of itself and any Assignee, affiliates, partners, and shareholders, and the directors, officers, employees, agents, successors and assigns of any of the foregoing, hereby:

- (a) except to the extent a Claim or expense is caused by the gross negligence or willful misconduct of a Released Person, remises, releases and forever discharges the Released Persons from any and all Claims and any and all expenses (whether or not relating to or resulting from a Claim) whenever occurring or caused which the Purchaser or any other Person now has or may have arising from or in any way relating to the condition of the Lands, including Claims and expenses in respect of or in any way related to a Hazardous Substance or other environmental condition, existing or in effect prior to, as of, or after the Closing; and
- (b) except to the extent a Claim is caused by the gross negligence or willful misconduct of a Released Person, covenants not to, directly or indirectly, make or assist in making or advancing any Claim against any of the Released Persons, or against any other Person who may have a right of contribution or indemnity against any of the Released Persons, including Claims in respect of or in any way related to a Hazardous Substance or other environmental condition, existing or in effect prior to, as of, or after the Closing, unless

with respect to a Claim against any such other Person, the Purchaser indemnifies the Released Persons in full from and in respect of the Claim against such other Person.

This release will not merge on Closing but will survive in full force and effect thereafter.

ARTICLE 10 COVENANTS AND OTHER AGREEMENTS

10.1 Approval of the Court

The Purchaser acknowledges that this Agreement and the Transaction are subject to the approval of the Court.

10.2 Project Documents

The Monitor confirms that it has delivered or made available to the Purchaser, for and on behalf of 6511 Sussex, copies of the Project Documents, to the extent the Project Documents are in the Monitor's possession or control. For additional clarity and without limiting the generality of the provisions of Section 2.3, the Monitor and 6511 Sussex make no representations or warranties as to the completeness or veracity of the Project Documents. If this Agreement becomes null and void, the Purchaser shall thereupon return or destroy all Project Documents and all other material in its possession without retaining any copies thereof.

10.3 Books and Records

The Purchaser shall cause the Debtor to preserve and keep the Books and Records retained by it pursuant to this Agreement for a period of 3 years after Closing, or for any longer period as may be required by any Applicable Laws. The Purchaser shall make such Books and Records, as well as electronic copies of such Books and Records (to the extent such electronic copies exist), available to the Monitor and any trustee in bankruptcy of Residual Co., and shall, at such party's sole expense, permit any of the foregoing persons to take copies of such Books and Records as they may reasonably require.

ARTICLE 11 TERMINATION

11.1 Termination of this Agreement

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of the Parties;
- (b) automatically and without any action or Notice by either the Monitor to the Purchaser or the Purchaser to the Monitor, (i) immediately if the Stalking Horse Sale Procedure Order is not granted by the Court by the Outside Date, (ii) upon the selection by the Monitor of a Successful Bid if this Agreement is neither the Successful Bid nor the Backup Bid selected at such time, or (iii) upon the Closing of the Successful Bid(s) if this Agreement is the Backup Bid;
- (c) by Notice from the Monitor to the Purchaser or from the Purchaser to the Monitor, following the issuance of an Order or any other action by a Governmental Authority to

restrain, enjoin or otherwise prohibit the transfer of the Purchased Interests as contemplated hereby;

- (d) by Notice from the Monitor to the Purchaser or from the Purchaser to the Monitor if (i) the Reverse Vesting Order or the 6511 Sussex Receivership Release Order has not been obtained by the Outside Date, or (ii) the Court declines at any time to grant the Reverse Vesting Order or the 6511 Sussex Receivership Release Order, in each case for reasons other than a breach of this Agreement by the Party proposing to terminate this Agreement;
- (e) by Notice from the Monitor to the Purchaser or from the Purchaser to the Monitor if Closing has not occurred on or before 11:59 p.m. on the Outside Date, provided the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;
- (f) by the Purchaser, if there has been a material violation or breach by the Monitor of any agreement, covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 5.3 and such violation or breach has not been waived by the Purchaser or cured by the Monitor within five (5) Business Days of the Purchaser providing Notice to the Monitor of such breach, unless the Purchaser is in material breach of its obligations under this Agreement; and
- (g) by the Monitor, if there has been a material violation or breach by the Purchaser of any agreement, covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 5.2 and such violation or breach has not been waived by the Monitor or cured by the Purchaser within five (5) Business Days of the Monitor providing Notice to the Purchaser of such breach, unless the Monitor is in material breach of its obligations under this Agreement.

11.2 Remedies Upon Termination

If this Agreement is terminated pursuant to Section 8.2(b)(ii) or Section 11.1, the Parties shall be released from all obligations and Liabilities hereunder, except those that survive the termination of this Agreement, and neither Party shall have any right to specific performance, to recover damages or expenses or to any other remedy (legal or equitable) or relief other than as expressly provided herein.

ARTICLE 12 GENERAL

12.1 Obligations as Covenants

Each agreement and obligation of either of the Parties in this Agreement, even if not expressed as a covenant, is considered for all purposes to be a covenant.

12.2 Transaction Costs

Each Party shall bear its own fees and expenses in respect of the Transaction, including, without limiting the generality of the foregoing, the fees and expenses of their respective accountants and auditors in preparing or reviewing, as the case may be, the Statement of Adjustments.

12.3 No Registration

The Purchaser will not register this Agreement or notice of this Agreement against title to the Lands.

12.4 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

12.5 Dispute Resolution

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement, such dispute shall be determined by the Court in the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct.

12.6 Attornment

Each Party agrees that (a) any legal proceeding relating to this Agreement shall be brought in the Court in the CCAA Proceedings, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court in the CCAA Proceedings, (b) that it irrevocably waives any right to, and shall not, oppose such legal proceeding in the Court in the CCAA Proceedings on any jurisdictional basis, including forum non conveniens, and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court in the CCAA Proceedings as contemplated by this Section 12.6.

12.7 Time of the Essence

Time shall be of the essence of this Agreement.

12.8 Public Disclosure

The Monitor shall be entitled to disclose this Agreement to the Court, to the parties in interest in the CCAA Proceedings and to any parties entitled to access in accordance with the Stalking Horse Sale Procedure, and to publish this Agreement on the Monitor's case website established in accordance with the Initial Order.

12.9 Further Assurances

Each of the Parties shall from time-to-time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

12.10 Entire Agreement

This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the Parties, constitute the entire agreement between the Parties pertaining to the Transaction and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto. There are no other warranties or representations and no other agreements between the Parties in connection with the Transaction, except as specifically set forth in this Agreement or the Schedules attached hereto.

12.11 Amendment

No supplement, modification or waiver or termination pursuant to Section 11.1(a) shall be binding unless executed in writing by the Parties in the same manner as the execution of this Agreement.

12.12 Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided in writing.

12.13 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

12.14 Solicitors and Agents and Tender

Any Notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors on behalf of the Purchaser and by the Monitor's Solicitors on behalf of the Monitor and any tender of Closing Documents and the Purchase Price may be made upon the Monitor's Solicitors and the Purchaser's Solicitors, as the case may be.

12.15 Survival

All representations, warranties, covenants and agreements of the Monitor or the Purchaser made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement will merge on and shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

12.16 Successors and Assigns

This Agreement shall be binding upon the Parties and their respective successors and permitted assigns and shall enure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

12.17 Assignment

The Purchaser shall have the right to assign all or any portion of its rights or obligations hereunder to a related party of the Purchaser (the "**Assignee**"), provided that (a) the Assignee agrees by an assignment and assumption agreement in form and substance satisfactory to the Monitor, acting reasonably, to be bound by the terms of this Agreement, and (b) the Receiver's Borrowings and the Highline Indebtedness to be credited against the applicable Purchased Interests is assigned to such Assignee prior to Closing. Any such assignment shall not however release the Purchaser of its obligations under this Agreement. Subject to the foregoing, no Party may assign this Agreement or any of its rights or obligations without the prior written consent of the other Party.

12.18 Notice

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (a “**Notice**”) to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery during regular business hours on any Business Day or by email or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) Monitor:

KSV Restructuring Inc.
2300 - 220 Bay Street
Toronto, ON M5J 2W4

Attn: Noah Goldstein and Jason Knight
Email: ngoldstein@ksvadvisory.com / jknight@ksvadvisory.com

copy to:

Bennett Jones LLP
666 Burrard Street, Suite 2500
Vancouver, British Columbia V6C 2X8

Attn: Mark V. Lewis / Sean Zweig / Joshua Foster
Email: lewismv@bennettjones.com / zweigs@bennettjones.com / fosterj@bennettjones.com

(b) Purchaser:

KingSett Mortgage Corporation
Suite 3700 – 40 King Street West
Toronto, ON, M5H 3Y2
Attn: Daniel Pollack
Email: dpollack@kingsettcapital.com

copy to:

Osler, Hoskin & Harcourt LLP
Bentall Four, 1055 Dunsmuir Street, Suite 3000
Vancouver, BC V7X 1K8

Attn: Mary Buttery, K.C. / Lucas Hodgson
Email: mbuttery@osler.com / lhodgson@osler.com

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery, if sent by electronic mail on a Business Day, shall be deemed to have been validly and effectively given on the day it was sent, and if sent by electronic mail after 5:00 p.m. on a Business Day or on a day that is not a Business Day, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was sent.

12.19 Delivery in Escrow

All documents, monies and other items required to be delivered at the Closing shall be delivered at the Closing to the Monitor's Solicitors and the Purchaser's Solicitors and shall be placed in escrow and shall not be considered as delivered until such time as the Monitor's Solicitors and the Purchaser's Solicitors shall have indicated their agreement that all the terms and conditions to be observed or performed relating to Closing have been fulfilled.

The Purchase Price shall be satisfied at Closing in accordance with Article 3, and no cash shall be payable to the Monitor on account of the Purchase Price, except as expressly provided in this Agreement. Upon confirmation that the Closing Documents have been delivered in escrow and the conditions to Closing satisfied, the Closing Documents shall be released from escrow and the credit bid component of the Purchase Price contemplated under Section 3.2 shall be deemed to have been satisfied.

12.20 Paramountcy

If any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

12.21 Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and, subject to Section 9.1, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.22 Counterparts; Electronic Transmission

This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument. This Agreement may be transmitted electronically and that the reproduction of such electronic signatures by way of will be treated as though such reproduction were executed originals.

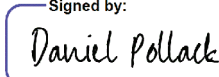
12.23 Electronic Execution

The words "execution," "signed," "signature," and words of like import in this agreement and the transactions contemplated thereby shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Transactions Act (ETA)* (British Columbia) and other similar federal or provincial laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada or its *Uniform Electronic Evidence Act*, as the case may be.

[Signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

KINGSETT MORTGAGE CORPORATION

Per:  Signed by:
31178FF3528448D...
Name: Daniel Pollack
Title: Executive Director

I/we have the authority to bind the corporation

KSV RESTRUCTURING INC., solely in its capacity as the Monitor and not in its personal, corporate or any other capacity

Per: _____
Name: Jason Knight
Title: Managing Director

I have the authority to bind the corporation

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

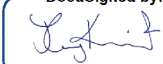
KINGSETT MORTGAGE CORPORATION

Per: _____
Name:
Title:

I/we have the authority to bind the corporation

KSV RESTRUCTURING INC., solely in its capacity as the Monitor and not in its personal, corporate or any other capacity

Per: _____
Name: Jason Knight
Title: Managing Director

DocuSigned by:

87E48B2D2D52481...

I have the authority to bind the corporation

SCHEDULE "A"

DESCRIPTION OF THE LANDS

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
8. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374
9. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382

10. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498
11. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451
12. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630
13. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664
14. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753
15. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915
16. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931
17. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-026
18. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-077

19. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-166
20. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-255
21. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-271
22. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-344
23. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-361
24. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-395
25. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-450
26. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-468
27. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-476

28. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-484
29. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-514
30. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-522
31. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-531
32. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-549
33. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-573
34. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-603
35. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-611
36. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-620

37. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-638
38. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-646
39. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-654
40. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-662
41. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-701
42. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-719
43. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-727
44. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-735
45. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743

46. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751
47. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778
48. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786
49. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794
50. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808
51. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816
52. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824
53. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-832
54. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-841

55. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-859
56. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-867
57. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-875
58. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-883
59. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-891
60. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-905
61. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-930
62. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-956
63. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-964

64. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-999
65. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-006
66. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-014
67. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-022
68. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-031
69. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-049
70. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-057
71. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-065
72. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-073

73. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-081
74. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-090
75. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-103
76. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-111
77. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-120
78. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-138
79. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-146
80. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-154
81. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-162

82. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-171
83. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-201
84. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-235
85. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-251
86. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-260
87. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-278
88. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-286
89. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-294
90. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-308

91. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-316
92. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-324
93. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-332
94. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT S SHOWN ON FORM V, PID 032-081-341
95. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-359
96. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-367
97. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-375
98. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-383
99. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA
LOT AS SHOWN ON FORM V, PID 032-081-391

100. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
101. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
102. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
103. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
104. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
105. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
106. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464
107. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472

108. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481
109. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
110. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
111. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
112. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
113. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
114. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
115. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553
116. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561

117. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588
118. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600
119. STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618

SCHEDULE “B”

PERMITTED ENCUMBRANCES

Non-Financial Encumbrances

1. Covenant CA7154281;
2. Covenant CA7154284;
3. Covenant CA7154287;
4. Covenant CA7154289;
5. Covenant CA7154291;
6. Covenant CA7154294;
7. Covenant CA7154296;
8. Covenant CA7154299;
9. Covenant CA7154302;
10. Easement CA7255352;
11. Easement CA7255358;
12. Easement CA7255362;
13. Easement CA8544983;
14. Covenant CB949987;
15. Covenant CB949990;
16. Covenant CB950012;
17. Easement CB956185;
18. Easement CB956186; and
19. Covenant CB956191.

Legal Notations

1. Easement CB950008;
2. Easement CB956187; and
3. Easement CB956189.

SCHEDULE “C”

RETAINED CONTRACTS

1. Rezoning Servicing Agreement dated October 26, 2018, between 6511 Sussex and the City of Burnaby.
2. Sales Marketing and Customer Services Agreement dated September 24, 2025, among the Receiver, Anthem Properties Group Ltd. and Anthem Realty Ltd.
3. Terms & Conditions Letter dated April 9, 2020, issued by The Guarantee Company of North America in favour of 6511 Sussex.
4. British Columbia Builder Agreement dated April 22, 2020, between The Guarantee Company of North America and 6511 Sussex, and administered by WBI Home Warranty Ltd.
5. Settlement Agreement dated May 30, 2025, among Intact Insurance Company, WBI Home Warranty Ltd., the Receiver and KingSett Real Estate Mortgage LP No. 3, as amended pursuant to a Consent and Amending Agreement dated October 28, 2025, among Intact Insurance Company, WBI Home Warranty Ltd., the Receiver and KingSett Real Estate Mortgage LP No. 3.
6. Goods and/or Services Agreement dated August 6, 2025, between Crystal Consulting Inc. and the Assignee, as assigned by Crystal Consulting Inc. to Kanin Construction Management Inc. pursuant to an Assignment Agreement dated September 16, 2025, among Crystal Consulting Inc., Kanin Construction Management Inc. and the Receiver, and amended pursuant to an Amending Agreement dated September 16, 2025, between Kanin Construction Management Inc. and the Receiver.
7. Parking Facility and Storage Lease dated October 12, 2023, between 6511 Sussex and TPC, as assigned by TPC to 6511 Sussex pursuant to an Assignment Agreement dated April 7, 2026,

between the Receiver, for and on behalf of TPC as assignor, and the Receiver, for and on behalf of 6511 Sussex, as assignee.

8. Goods and Services Agreement dated October 22, 2025, between the Receiver and Crystal Consulting (Finishes) Inc.
9. Goods and Services Agreement dated October 22, 2025, between the Receiver and The Bathtub Doctor.
10. Goods and Services Agreement dated October 22, 2025, between the Receiver and Lisi Mechanical Contractors Ltd.
11. Goods and Services Agreement dated October 22, 2025, between the Receiver and Lisi Mechanical Contractors Ltd.
12. Goods and Services Agreement dated October 22, 2025, between the Receiver and Starline Windows Ltd.
13. Goods and Services Agreement dated October 22, 2025, between the Receiver and Ozz Electric BC Inc.
14. Goods and Services Agreement dated October 22, 2025, between the Receiver and Vesta Cuisine Inc.
15. Goods and Services Agreement dated October 22, 2025, between the Receiver and Crystal Consulting Inc.
16. Goods and Services Agreement dated November 9, 2025, between the Receiver and Grandshine Limited.
17. Goods and Services Agreement dated December 22, 2025, between the Receiver and Blueline Projects Ltd.
18. Goods and Services Agreement dated February 12, 2026, between the Receiver and Nautilus Construction.
19. Goods and Services Agreement dated February 18, 2026, between the Receiver and Panoramic Services.
20. Goods and Services Agreement dated February 24, 2026, between the Receiver and Next Step Appliances Installations Inc.
21. Insurance Policy issued by Vailo Insurance Services Ltd. dated March 2026.
22. Insurance issued by Northbridge General Insurance Corporation dated March 4, 2026.
23. All Sale Agreements that are in full force and effect as of the Closing Date.

SCHEDULE “D”

BONDS

See attached.

6511 Sussex Heights Development Ltd.
Summary of Cash Security
Provided by the City of Burnaby

Development Location	Invoice #	Date	Amount	Balance	Description
6525; 6559; 6585 Sussex Avenue	INV-11814514	25-Sep-18	251,136.00	251,136.00	Bond - Planning - Transit Pass
6525; 6559; 6585 Sussex Avenue	INV-11812276	24-Sep-18	3,175,203.00	204,548.32	Bond - Engineering - Misc. Performance
6525; 6559; 6585 Sussex Avenue	INV-11814358	24-Sep-18	114,000.00	114,000.00	Bond - Engineering - Storm Water Management
6525; 6559; 6585 Sussex Avenue	INV-11814510	25-Sep-18	102,750.00	102,750.00	Bond- Planning - Pedestrian Walkways
6525; 6559; 6585 Sussex Avenue	INV-11814516	25-Sep-18	96,000.00	96,000.00	Bond - Planning - Transit Pass
6525; 6559; 6585 Sussex Avenue	INV-11814506	25-Sep-18	73,830.00	73,830.00	Bond - Planning - Electric Vehicles
6525; 6559; 6585 Sussex Avenue	INV-11814507	25-Sep-18	40,600.00	40,600.00	Bond - Planning - EV Charging Station
6525; 6559; 6585 Sussex Avenue	INV-11814358	24-Sep-18	90,000.00	18,000.00	Bond - Engineering - Storm Water Management
6559 Sussex Avenue	INV-11811754	27-Jul-18	10,000.00	10,000.00	Damage Deposit
6585 Sussex Avenue	INV-11811753	27-Jul-18	10,000.00	10,000.00	Damage Deposit
6525 Sussex Avenue	INV-11811755	27-Jul-18	10,000.00	10,000.00	Damage Deposit
6501; 6505; 6551 Sussex Avenue	INV-11832062	20-Dec-18	10,000.00	10,000.00	Damage Deposit
6501; 6505; 6551 Sussex Avenue	INV-11832060	20-Dec-18	5,000.00	5,000.00	Construction Meter Deposit Fee
6525 Sussex Avenue	INV-11811883	31-Jul-18	4,225.00	4,225.00	Bond - Building - Tree (Private Property)
Total			3,992,744.00	950,089.32	

SCHEDULE "E"

REVERSE VESTING ORDER

See attached.

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENT

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE)
) [●]/[●]/2026
JUSTICE [●])

ON THE APPLICATION of KSV Restructuring Inc., in its capacity as Court-appointed Monitor (in such capacity, the “**Monitor**”) of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”), coming on for hearing at Vancouver, British Columbia, on the [●]th day of [●], 2026; **AND ON HEARING** Andrew Froh and Joshua Foster, counsel for the Monitor and KSV, in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of 6511 Sussex in the proceedings bearing Action No. S-247664 (the “**Receivership Proceedings**”), and those other counsel listed on Schedule “B” hereto; **AND UPON READING** the Amended and Restated Initial Order of this Court dated April 17, 2026 (as may be further amended or amended and restated from time to time, the “**ARIO**”), the Second Amended and Restated Receivership Order of this Court granted in the Receivership Proceedings on October 3, 2025 (as may be further amended or amended and restated from time to time, the “**Receivership Order**”), the Discharge Order of this Court granted in the Receivership Proceedings as of the date hereof, and the material filed, including the Second Report of the Monitor dated [●], 2026 (the “**Second Report**”);

THIS COURT ORDERS AND DECLARES THAT:

NOTICE & DEFINITIONS

1. Capitalized terms used but not otherwise defined in this Order have the meaning given to them in the stalking horse agreement of purchase and sale dated April 13, 2026, between

the Monitor, for and on behalf of 6511 Sussex, and KingSett Mortgage Corporation (the “**Purchaser**”) attached as Schedule “C” hereto (the “**Sale Agreement**”) or the ARIO, as applicable.

2. The time for service of the Notice of Application and supporting materials for this Order is hereby abridged such that this Application is properly returnable today and service thereof on any interested party is hereby dispensed with.

APPROVAL AND VESTING

3. The Sale Agreement and the Transaction are hereby approved, with such minor amendments as the Monitor, for and on behalf of 6511 Sussex, and the Purchaser may deem necessary or appropriate. The Monitor is hereby authorized and directed to perform its obligations under the Sale Agreement and to take such additional steps and execute such additional articles, documents and other instruments as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Interests to the Purchaser, including, without limitation, for and on behalf of 6511 Sussex and Residual Co.
4. Notwithstanding any provision of this Order, the closing of the Transaction shall be deemed to occur in the manner and sequence set out in the Closing Sequence, with such alterations, changes or amendments as may be agreed to by the Monitor and the Purchaser, provided that such alterations, changes or amendments do not materially alter or impact the Transaction or the consideration which 6511 Sussex’s stakeholders will benefit from as part of the Transaction.
5. This Order shall constitute the only authorization required by the Monitor, 6511 Sussex and Residual Co. to proceed with and complete the Transaction and the steps contemplated thereby or incidental thereto, including, without limitation, the incorporation of Residual Co., the redemption, termination and cancellation of all of the Debtor’s Shares that are issued and outstanding immediately prior to Closing (excluding for greater certainty, the Purchased Interests), the issuance of the Purchased Interests and the rectification of 6511 Sussex’s minute book, and except as specifically provided in the Sale Agreement, no director, shareholder or other approval or action by or notice to or filing with any Governmental Authority exercising jurisdiction in respect of 6511 Sussex or Residual Co. shall be required in connection with the execution, delivery and performance by the Monitor (including for and on behalf, and in the name, of 6511 Sussex and/or Residual Co.), the Monitor’s Representative (as defined below), 6511 Sussex and Residual Co. of the Sale Agreement and the completion of the Transaction.
6. Upon the delivery of the Monitor’s certificate to the Purchaser (the “**Effective Time**”), substantially in the form attached as Schedule “D” hereto (the “**Monitor’s Certificate**”), the following shall occur and shall be deemed to have occurred in the manner and sequence set out in the Closing Sequence:
 - (a) the Purchase Price shall be satisfied in accordance with the terms of Article 3 of the Sale Agreement;

- (b) all of 6511 Sussex's right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in Residual Co. and all Claims and Encumbrances (each as defined below) other than the Retained Liabilities and Permitted Encumbrances shall continue to attach to such Excluded Assets with the same nature and priority as they had immediately prior to their transfer;
- (c) the Excluded Liabilities and the Excluded Contracts shall be transferred to, assumed by, and vest absolutely and exclusively in Residual Co. (who shall be deemed to be party to such Excluded Contracts), and shall no longer be obligations of 6511 Sussex, which, together with its Retained Assets, shall be and are forever released and discharged from such Excluded Liabilities and Excluded Contracts, and all Encumbrances other than the Permitted Encumbrances shall be expunged and discharged as against the Retained Assets;
- (d) in consideration for the Purchase Price (i) 6511 Sussex shall issue the Purchased Interests to the Purchaser, and (ii) all of the right, title and interest in and to the Purchased Interests shall vest absolutely and exclusively in the Purchaser free and clear of and from any and all claims, suits, proceedings, debts, liabilities, obligations, indebtedness, damages, penalties, judgements, costs, expenses, fines, disbursements, fees, demands, actions, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise, including any and all encumbrances, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including without limiting the generality of the foregoing: (A) any encumbrances or charges created by the ARIO, the Receivership Order or any other Order of the Court in these proceedings or the Receivership Proceedings; (B) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (British Columbia), or any other personal property registry system; and (C) the Claims listed on Schedule "E" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Retained Liabilities or the Permitted Encumbrances listed on Schedule "F" hereto), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or related to the Purchased Interests and/or the Retained Assets are hereby expunged and discharged as against the Purchased Interests and the Retained Assets in the manner and sequence set out in the Closing Sequence;
- (e) all of the Debtor's Shares that are issued and outstanding immediately prior to Closing (but for greater certainty, not including the Purchased Interests) shall be redeemed, terminated and cancelled without any payment thereon, and all of the redeemed Debtor's Shares together with any Agreement Affecting the Shares shall be deemed terminated and cancelled without any payment or consideration; and

- (f) 6511 Sussex shall cease to be party to these proceedings and shall be deemed to be released from the purview of the ARIO and all other Orders of the Court granted in these proceedings, save and except for this Order the provisions of which (as they relate to 6511 Sussex) shall continue to apply in all respects.
7. The Monitor is hereby authorized and directed to file with the Court a copy of the Monitor's Certificate and deliver a copy of the Monitor's Certificate to the Service List, in each case, forthwith after delivery thereof in connection with the Transaction.
 8. The Monitor may rely on written notice from the Purchaser or its counsel and the Monitor's counsel (which notice may be by email from counsel to the Purchaser and the Monitor) regarding the satisfaction or waiver of conditions to closing under the Sale Agreement and the Monitor shall have no liability with respect to delivery of the Monitor's Certificate.
 9. Upon delivery of the Monitor's Certificate, and upon filing or presentation of a certified copy of this Order together with any applicable registration fees, all Governmental Authorities exercising jurisdiction with respect to 6511 Sussex, the Purchased Interests, the Retained Assets, or the Excluded Assets are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges, discharge statements and conveyances as may be required to give effect to the terms of this Order and the completion of the Transaction and to discharge and release all Claims, Encumbrances, and the Excluded Liabilities against or in respect of 6511 Sussex, the Purchased Interests and the Retained Assets, and presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to do so.
 10. Without limiting the generality of paragraph 9 of this Order, upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from Bennett Jones LLP, solicitors for the Monitor, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to, having considered the interests of third parties, discharge, release, delete and expunge from title to the lands identified in Schedule "A" hereto (the "**Lands**") all of the registered Encumbrances except for those Permitted Encumbrances listed in Schedule "F" hereto.
 11. For the purposes of determining the nature and priority of Claims, from and after the Effective Time, the Purchase Price shall be allocated to the Purchased Interests in accordance with the Sale Agreement, and all Claims and Encumbrances shall attach to the Excluded Assets and the Excluded Contracts, as applicable, with the same priority as they had with respect to the Purchased Interests and the Retained Assets immediately prior to the sale, as if (i) the Purchased Interests and the Retained Assets had remained owned by and in the possession or control of the Person who owned and had possession or control immediately prior to the Effective Time, and (ii) the Excluded Contracts and the Excluded Liabilities had not been transferred to Residual Co. and remained liabilities of 6511 Sussex immediately prior to the transfer.

12. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, or section 18(10)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, as amended, each of 6511 Sussex and the Monitor, as the case may be, is authorized, permitted and directed to disclose to the Purchaser personal information of identifiable individuals to the extent required to complete the Transaction. The Purchaser shall maintain and protect the privacy of such information in accordance with Applicable Law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by 6511 Sussex.
13. At the Effective Time and without limiting the provisions of paragraph 6 of this Order, the Purchaser and 6511 Sussex shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, 6511 Sussex (provided that, such release shall not apply to: (i) Taxes in respect of the business and operations conducted by 6511 Sussex after the Effective Time; or (ii) Taxes expressly assumed as Retained Liabilities pursuant to the Sale Agreement), including, without limiting the generality of the foregoing, all Taxes that could be assessed against the Purchaser or 6511 Sussex (including their affiliates and any predecessor corporations) pursuant to section 160 or section 160.01 of the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), including as a result of any future amendments or proposed amendments to such provisions or related provisions, or any provincial equivalent, in connection with 6511 Sussex.
14. Except to the extent expressly contemplated by the Sale Agreement, all Contracts to which 6511 Sussex is a party upon the Effective Time will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no Person who is party to any such Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such Contract and no automatic termination will have any validity or effect, by reason of:
 - (a) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of 6511 Sussex or Thind Parking Corp.);
 - (b) the insolvency of 6511 Sussex or Thind Parking Corp., the fact that 6511 Sussex and Thind Parking Corp. are or were in receivership, as applicable, or the fact that 6511 Sussex sought or obtained relief under the CCAA;
 - (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Sale Agreement, the Transaction or the provisions of this Order, or any other Order of the Court in these proceedings or the Receivership Proceedings; or

- (d) any transfer or assignment, or any change of control of 6511 Sussex arising from the implementation of the Sale Agreement, the Transaction or the provisions of this Order.
- 15. For greater certainty: (i) nothing in paragraph 14 of this Order shall waive, compromise or discharge any obligations of 6511 Sussex in respect of any Retained Liabilities; (ii) the designation of any Claim as a Retained Liability is without prejudice to 6511 Sussex's and the Purchaser's rights to dispute the existence, validity or quantum of any such Retained Liability; and (iii) nothing in this Order or the Sale Agreement shall affect or waive 6511 Sussex's or the Purchaser's rights and defences, both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.
- 16. From and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of 6511 Sussex then existing or previously committed by 6511 Sussex, or caused by 6511 Sussex, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Contract, existing between such Person and 6511 Sussex arising directly or indirectly from these proceedings or the Receivership Proceedings and the implementation of the Transaction, including, without limitation, any of the matters or events listed in paragraph 14 of this Order, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect; provided that, nothing herein shall be deemed to excuse the Monitor, 6511 Sussex, or the Purchaser from performing their respective obligations under the Sale Agreement or be a waiver of defaults by the Monitor, 6511 Sussex or the Purchaser under the Sale Agreement and the related documents.
- 17. From and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against 6511 Sussex, the Purchaser, the Purchased Interests or the Retained Assets relating in any way to or in respect of any of the Excluded Assets, Excluded Contracts or Excluded Liabilities and any other Claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.
- 18. From and after the Effective Time:
 - (a) the nature of the Retained Liabilities assumed by the Purchaser or retained by 6511 Sussex, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transaction or this Order;
 - (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to Residual Co.;

- (c) any Person that prior to the Effective Time had a valid right or claim against 6511 Sussex under or in respect of any Excluded Contract and/or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against 6511 Sussex but will have an equivalent Excluded Liability Claim against Residual Co., in respect of the Excluded Contract and/or Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against Residual Co.; and
- (d) the Excluded Liability Claim of any Person against Residual Co. following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against 6511 Sussex prior to the Effective Time.

19. As of the Effective Time:

- (a) the directors and officers of 6511 Sussex shall be deemed to have resigned as directors and officers of 6511 Sussex;
- (b) Residual Co. shall be a company to which the CCAA applies; and
- (c) Residual Co. shall be added as a Respondent in these proceedings and all references in any Order of this Court in respect of these proceedings to (i) a “Respondent”, the “Respondent”, a “Debtor” or the “Debtor” shall refer to and include Residual Co., *mutatis mutandis*, and (ii) “Property” shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of Residual Co., including without limitation, the Excluded Assets vested in and to, and Excluded Contracts transferred to and assumed by, Residual Co. (collectively, the “**Residual Co. Property**”), and, for greater certainty, the Administration Charge shall constitute a charge on the Residual Co. Property.

20. Notwithstanding:

- (a) the pendency of these proceedings or the Receivership Proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) in respect of 6511 Sussex or Residual Co. and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of 6511 Sussex or Residual Co.; and
- (d) the provisions of any Applicable Law;

the Sale Agreement, the implementation of the Transaction (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to Residual Co., and the transfer and vesting of the Purchased Interests in and to the Purchaser), and any payments by the Purchaser or 6511 Sussex authorized herein or pursuant to the Sale Agreement shall be binding on any trustee in bankruptcy that may

be appointed in respect of 6511 Sussex and/or Residual Co. and shall not be void or voidable by creditors of 6511 Sussex and/or Residual Co., as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

RESIDUAL CO.

21. The Monitor is hereby authorized and directed to incorporate, or cause 6511 Sussex to incorporate, a new corporation on or before the Closing Date, being Residual Co., and to the extent required, a representative of the Monitor (the “**Monitor’s Representative**”) may be the sole director of Residual Co. and shall be permitted to resign as Residual Co.’s sole director at any time following its incorporation.
22. Without limiting the generality of paragraphs 3 and 5 of this Order, the Monitor, including for and on behalf, and in the name, of 6511 Sussex and/or Residual Co., and the Monitor’s Representative, as applicable, are hereby permitted to execute and file articles of incorporation, bylaws, and such other documents or instruments as may be required to permit or enable and effect the incorporation of Residual Co., and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under Applicable Law, including, without limitation, the *Business Corporations Act* (British Columbia), to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under Applicable Law, including, without limitation, the *Business Corporations Act* (British Columbia), to effect the incorporation of Residual Co.

MONITOR

23. Nothing in this Order, including, without limitation, the release of 6511 Sussex from the purview of these proceedings pursuant to paragraph 6(f) of this Order and the addition of Residual Co. as a “Respondent” in these proceedings, shall affect, vary, derogate from, limit or amend, and KSV shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, this Order and all other Orders made in these proceedings or otherwise, including, without limitation, any and all rights, approvals, authorizations, protections and stays of proceedings in favour of KSV in its capacity as the Monitor, all of which are expressly continued and affirmed.
24. Without limiting the generality of paragraph 23 of this Order, in performing their duties and obligations under this Order, and taking such other actions and fulfilling such other duties or obligations incidental thereto, the Monitor and the Monitor’s Representative shall:
 - (a) have the benefit of any and all rights, approvals and the protections afforded to them under Applicable Law, pursuant to the CCAA, the ARIO and any other Orders of the Court in these proceedings, or as an officer of the Court, as applicable, including the stay of proceedings in the Monitor’s favour pursuant to the ARIO;

- (b) subject to paragraph 21 of this Order, not be or deemed to be, a director, officer or employee of 6511 Sussex or Residual Co.;
 - (c) not constitute or be deemed to constitute a receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditor, or legal representative of 6511 Sussex, Residual Co., the Property or the Residual Co. Property within the meaning of Applicable Law;
 - (d) not take Possession of the Property, the Residual Co. Property, the Business or Residual Co.'s business or be deemed to have taken or maintained Possession of the Property, the Residual Co. Property, the Business or Residual Co.'s business, or any part thereof, including within the meaning of any Environmental Legislation;
 - (e) not be or deemed to be an employer or successor employer within the meaning of any Applicable Law, and shall not be liable for any employee-related liabilities, including, without limitation, wages, severance pay, termination pay, vacation pay, pension or benefits amounts relating to any employees that the Monitor may hire in accordance with the terms and conditions of such employment by the Monitor;
 - (f) incur no liability or obligation other than in respect of gross negligence or wilful misconduct;
 - (g) be entitled to rely on the books and records of 6511 Sussex and any information provided by 6511 Sussex or the Purchaser, all without independent investigation; and
 - (h) not be liable for any Claims or damages resulting from any errors or omissions in the books and records of 6511 Sussex or in any information provided by 6511 Sussex or the Purchaser, except to the extent that the Monitor has acted with gross negligence or wilful misconduct.
25. No action lies against the Monitor or the Monitor's Representative by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following an application brought on not less than fifteen (15) days' notice to the Monitor and its counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor and the Monitor's Representative under this paragraph 25.

GENERAL

26. Following the Effective Time, the Purchaser and 6511 Sussex shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Purchased Interests and the Retained Assets.
27. Following the Effective Time, the style of cause in these proceedings is hereby amended to read as follows:

“No. S-261991

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

[●]

RESPONDENT”

28. Any document filed in these proceedings after the Effective time, other than the Monitor’s Certificate, shall be filed using the style of cause set out in paragraph 27 of this Order.
29. The Monitor may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.
30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

31. Endorsement of this Order by counsel appearing on this Application, other than counsel for the Monitor, is hereby dispensed with.

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

Signature of Andrew Froh

☐ Party ☒ Lawyer for the Monitor

BY THE COURT

REGISTRAR

Schedule “A” – Description of the Lands

Lands Owned by 6511 Sussex Development Ltd.

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
8. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374
9. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382

10. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498
11. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451
12. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630
13. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664
14. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753
15. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915
16. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931
17. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-026
18. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-077

19. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-166
20. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-255
21. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-271
22. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-344
23. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-361
24. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-395
25. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-450
26. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-468
27. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-476

28. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-484
29. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-514
30. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-522
31. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-531
32. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-549
33. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-573
34. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-603
35. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-611
36. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-620

37. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-638
38. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-646
39. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-654
40. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-662
41. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-701
42. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-719
43. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-727
44. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-735
45. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743

46. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751
47. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778
48. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786
49. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794
50. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808
51. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816
52. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824
53. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-832
54. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-841

55. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-859
56. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-867
57. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-875
58. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-883
59. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-891
60. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-905
61. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-930
62. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-956
63. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-964

64. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-080-999
65. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-006
66. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-014
67. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-022
68. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-031
69. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-049
70. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-057
71. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-065
72. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-073

73. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-081
74. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-090
75. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-103
76. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-111
77. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-120
78. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-138
79. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-146
80. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-154
81. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-162

82. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-171
83. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-201
84. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-235
85. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-251
86. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-260
87. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-278
88. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-286
89. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-294
90. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-308

91. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-316
92. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-324
93. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-332
94. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-341
95. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-359
96. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-367
97. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-375
98. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT
AS SHOWN ON FORM V, PID 032-081-383
99. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391

100. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
101. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
102. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
103. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
104. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
105. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
106. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464
107. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472
108. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481

109. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
110. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
111. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
112. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
113. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
114. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
115. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553
116. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561
117. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588

118. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600

119. STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618

Schedule “B” – List of Counsel

[illegible]

Schedule “C” – Sale Agreement

See attached.

Schedule “D” – Form of Monitor’s Certificate

No. S-261991
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENT

MONITOR’S CERTIFICATE

RECITALS

A. On April 9, 2026, the Honourable Justice Masuhara of the Supreme Court of British Columbia (the “**Court**”) issued an Order (as amended and restated on April 17, 2026, and as may be further amended or amended and restated from time to time, the “**Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**” and the proceedings thereunder, the “**CCAA Proceedings**”), among other things, granting 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”) protection under the CCAA and appointing KSV Restructuring Inc. as the monitor (in such capacity, the “**Monitor**”) of 6511 Sussex, with certain enhanced powers.

B. Pursuant to an Order dated [●], 2026 (the “**Approval and Vesting Order**”) and subject to its terms, the Court, among other things: (i) approved an agreement of purchase and sale dated April 13, 2026 (the “**Sale Agreement**”), between the Monitor, for and on behalf of 6511 Sussex, and KingSett Mortgage Corporation (the “**Purchaser**”) and the Transaction contemplated thereby; (ii) added Residual Co. as a “Respondent” in the CCAA Proceedings; (iii) vested in the Purchaser all of 6511 Sussex’s right, title and interest in and to the Purchased Interests; (iv) vested in and to Residual Co. absolutely and exclusively, all of the right, title and interest of 6511 Sussex in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities; and (v) discharged all Claims and Encumbrances and the Excluded Liabilities against 6511 Sussex, the Purchased Interests and the Retained Assets other than the Permitted Encumbrances and the Retained Liabilities.

C. Unless otherwise defined herein, capitalized terms have the meanings set out in the Sale Agreement or the Approval and Vesting Order, as applicable.

THE MONITOR CERTIFIES the following:

1. The Conditions Precedent have been satisfied or waived by the Monitor and the Purchaser, as applicable, or arrangements for the satisfaction or waiver of the Conditions Precedent by the Monitor and the Purchaser, as applicable, satisfactory to the Monitor have been made.
2. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

KSV RESTRUCTURING INC., solely in its capacity as the Court-appointed monitor of 6511 Sussex Heights Development Ltd., and not in its personal, corporate or any other capacity

Per: _____

Name:

Title:

Schedule “E” - Claims to be Deleted/Expunged From Title to the Lands

[•]

Schedule “F” - Permitted Encumbrances, Easements and Restrictive Covenants

Non-Financial Encumbrances

1. Covenant CA7154281;
2. Covenant CA7154284;
3. Covenant CA7154287;
4. Covenant CA7154289;
5. Covenant CA7154291;
6. Covenant CA7154294;
7. Covenant CA7154296;
8. Covenant CA7154299;
9. Covenant CA7154302;
10. Easement CA7255352;
11. Easement CA7255358;
12. Easement CA7255362;
13. Easement CA8544983;
14. Covenant CB949987;
15. Covenant CB949990;
16. Covenant CB950012;
17. Easement CB956185;
18. Easement CB956186; and
19. Covenant CB956191.

Legal Notations

1. Easement CB950008;
2. Easement CB956187; and
3. Easement CB956189.

No. S-261991
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENT

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

Bennett Jones LLP
Suite 2500, 666 Burrard Street
Vancouver, BC V6C 2X8
Attention: Joshua Foster and Andrew Froh

Tel No.: (604) 891-7500

SCHEDULE "F"

STALKING HORSE SALE PROCEDURE

See attached.

SALE PROCEDURE

Introduction

1. Pursuant to an Order granted by the Supreme Court of British Columbia (the “**Court**”) on December 13, 2024 (as amended and restated on January 20, 2025 and October 3, 2025, and as may be further amended or amended and restated from time to time, the “**Receivership Order**”), under subsection 243(1) of the *Bankruptcy and Insolvency Act* (Canada), and section 39 of the *Law and Equity Act* (British Columbia) (the “**Receivership Proceedings**”), KSV Restructuring Inc. (“**KSV**”) was appointed as the receiver (in such capacity, the “**Receiver**”), without security, of the lands described in Schedule “A” to the Receivership Order (collectively, the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”) and Thind Parking Corp. in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (collectively, the “**Receivership Property**”). The Receivership Property owned by 6511 Sussex (collectively, the “**Highline Property**”) includes the residential strata lots in Strata Plan EPS9599 that are currently being marketed for sale within the residential strata development project known as “Highline Metrotown” pursuant to the Sale Process approved by the Court in the Receivership Proceedings (collectively, the “**Inventory Units**”).
2. On April 9, 2026, the Court granted an Order (as amended and restated on April 17, 2026, and as may be further amended or amended and restated from time to time, the “**Initial Order**”), pursuant to the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) among other things: (i) appointing KSV as the monitor of 6511 Sussex (in such capacity, the “**Monitor**”); (ii) authorizing the Monitor to (x) negotiate a stalking horse sale agreement for and on behalf of 6511 Sussex in respect of the Highline Property or the shares in the capital of 6511 Sussex, (y) develop a sale process in respect of the Highline Property or the shares in the capital of 6511 Sussex and (z) apply to the Court to approve such sale process; and (iii) declaring that the Receivership Proceedings shall remain ongoing in parallel with 6511 Sussex’s proceedings under the CCAA (the “**CCAA Proceedings**”).
3. In accordance with the Initial Order, the Monitor sought and, on April 17, 2026, obtained an Order of the Court in the CCAA Proceedings (the “**Sale Procedure Order**”), among other things: (i) approving the sale and solicitation procedures set forth herein (the “**Sale Procedure**”); (ii) authorizing the Monitor, for and on behalf of 6511 Sussex, to enter into the stalking horse agreement of purchase and sale dated April [●], 2026 (the “**Stalking Horse APS**”), between KingSett Mortgage Corporation (the “**Stalking Horse Bidder**”) and the Monitor, for and on behalf of 6511 Sussex, and approving the bid made by the Stalking Horse Bidder pursuant to the Stalking Horse APS as the stalking horse bid (the “**Stalking Horse Bid**”), in each case, solely for the purposes of the Sale Procedure; and (iii) authorizing the Monitor to conduct the Sale Procedure contemporaneously with the Sale Process. The Sale Procedure Order and the Sale Procedure govern the process for soliciting and selecting bids for the sale of all of the remaining Inventory Units and all or substantially all of the other Highline Property.

4. All dollar amounts expressed herein, unless otherwise noted, are in Canadian currency. Capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in the Stalking Horse APS.

Opportunity

5. The Sale Procedure is intended to solicit interest in, and opportunities for, a sale of all of the remaining Inventory Units and all or substantially all of the other Highline Property, including indirectly by way of a share sale (the “**Sale**”).
6. The Monitor, for and on behalf of 6511 Sussex, has entered into the Stalking Horse APS which constitutes both a Qualified LOI and Qualified Final Bid (each as defined below) for all purposes and at all times under the Sale Procedure. The purchase price under the Stalking Horse APS, exclusive of all applicable taxes, is equal to the sum of the Highline Indebtedness, the Retained Liabilities, payable on, accruing to, or arising prior to the Closing, the Receiver’s Borrowings, the Priority Payables and the Reserve, subject to certain adjustments (the “**Stalking Horse Purchase Price**”).
7. Notwithstanding the Stalking Horse APS, all interested parties are encouraged to submit Qualified LOIs and Qualified Final Bids pursuant to the Sale Procedure.

Sale Procedure

8. The Sale Procedure describes, among other things, the Highline Property available for sale, the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Highline Property, the manner in which bidders may become Phase 1 Qualified Bidders and Phase 2 Qualified Bidders (each as defined below), the receipt, review and negotiation of bids received, the ultimate selection of one or more Successful Bids (as defined below), and the approval of any Successful Bid(s) by the Court.
9. The Monitor will use reasonable efforts to complete the Sale Procedure in accordance with the timelines set out herein. Notwithstanding any other provision of the Sale Procedure, the Monitor shall be permitted to make such adjustments to the timelines set out herein that it determines are appropriate or reasonably necessary in the circumstances.

Sale Procedure Timeline

10. The Sale Procedure will be conducted in two phases and in accordance with the following milestones:

Date/Deadline	Milestone
5:00 p.m. (Pacific Time) on May 20, 2026 (the “ LOI Deadline ”)	LOI Deadline – The deadline for interested parties to submit an executed letter of intent (“ LOI ”)

Date/Deadline	Milestone
5:00 p.m. (Pacific Time) on June 19, 2026 (the “ Final Bid Deadline ”)	Final Bid Deadline – Due date for Final Bids and Deposits (each as defined below)
Commencing at 10:00 a.m. Pacific Time within five (5) Business Days of the Monitor determining and notifying the applicable Phase 2 Qualified Bidders that submitted Qualified Final Bids that the Auction (as defined below) will take place (the “ Auction Date ”)	Auction (if any), to be held virtually or at the Monitor’s option at Bennett Jones LLP, 666 Burrard Street, Suite 2500, Vancouver, British Columbia, V6C 2X8, or such other location as shall be timely communicated to all persons entitled to attend at the Auction, subject to such adjournments as the Monitor may consider appropriate
By no later than fifteen (15) Business Days following the selection (or deemed selection) of the Successful Bid(s)	Hearing – Approval Application (as defined below)
Ten (10) Business Days following the later of (i) the expiry of applicable appeal periods in respect of the order approving the transaction, and (ii) in the event of an appeal or application for leave to appeal, final determination of such appeal or application; provided that if the Approval Order (as defined below) shall not have been subject to any unresolved material objections at the Approval Application, the applicable appeal periods need not have expired, but no appeal or leave for appeal shall have been filed	Closing of the Successful Bid(s)

As Is, Where Is

11. A Sale of the Highline Property or any portion thereof will be on an “as is, where is” and “without recourse” basis and without representations, warranties, guarantees, covenants or indemnities of any kind, nature, or description by the Monitor or 6511 Sussex or any of their respective agents, representatives, partners or employees, or any of the other parties participating in the Sale Procedure, except to the extent set forth in the relevant final sale agreement between the Monitor, for and on behalf of 6511 Sussex, and a Successful Bidder (as defined below). By submitting an LOI and/or a Final Bid, each Potential Bidder (as defined below) and Phase 2 Qualified Bidder, as applicable, shall be deemed to

acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Highline Property prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Highline Property in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees of any kind, nature, or description, regarding the Highline Property, the physical condition or location of the Highline Property, or the completeness of any information provided in connection therewith, the Sale Procedure or the Auction, except as expressly stated in the Sale Procedure or as set forth in a relevant final sale agreement between the Monitor, for and on behalf of 6511 Sussex, and a Successful Bidder.

Free of any and all Claims and Interest

12. In the event of a Sale, all of the right, title and interest of 6511 Sussex in and to the Highline Property sold or transferred will, at the time of such sale or transfer, be sold or transferred free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively the “**Claims and Interests**”) pursuant to one or more approval and vesting or reverse vesting orders made by the Court (each, an “**Approval Order**”). All such Claims and Interests shall attach to the net proceeds of the sale of such Highline Property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant sale agreement with a Successful Bidder.

Solicitation of Interest

13. As soon as reasonably practicable following the granting of the Sale Procedure Order, the Monitor will:
 - (a) prepare a letter (the “**Teaser Letter**”) describing the Highline Property, outlining the Sale Procedure and inviting recipients to express their interest in submitting a Qualified LOI and making a Qualified Final Bid pursuant to the Sale Procedure, for distribution to prospective bidders (collectively, “**Known Potential Bidders**”);
 - (b) prepare, with the assistance of counsel, a non-disclosure agreement in form and substance satisfactory to the Monitor (the “**NDA**”), which shall inure to the benefit of any Successful Bidder that closes a transaction contemplated by a Successful Bid;
 - (c) establish a confidential virtual data room (the “**VDR**”) containing such due diligence materials and information relating to the Highline Property, as the Monitor deems appropriate, which VDR will be maintained and administered by the Monitor;
 - (d) cause a notice of the Sale Procedure, and such other relevant information which the Monitor considers appropriate, to be published in applicable industry publications, websites and/or forums; and

- (e) send the Teaser Letter and NDA to all Known Potential Bidders and to any other party that requests a copy of the Teaser Letter and NDA as soon as practicable after such request.

Participation Requirements

- 14. In order to participate in the Sale Procedure, an interested party (each, a “**Potential Bidder**”) must deliver to the Monitor at the address specified in Section 42 hereof (including by email): (i) the executed NDA; (ii) written confirmation of the identity of the Potential Bidder, the contact information for such Potential Bidder, and full disclosure of the direct and indirect principals and equity holders of the Potential Bidder; and (iii) such other information that will enable the Monitor to determine that such party is likely, based on the availability of financing, experience and other considerations, to be able to consummate a Sale pursuant to the Sale Procedure. No Potential Bidder will be given access to the VDR or any additional information beyond the Teaser Letter unless and until such Potential Bidder has delivered the executed NDA and the confirmation and other information described in this Section 14.
- 15. A Potential Bidder that has executed and delivered the NDA and provided the confirmation, disclosure and information described in Section 14 hereof, and who the Monitor, in its sole discretion, determines has the financial capability based on the availability of financing, experience and other considerations, to be able to consummate a Sale contemplated herein, will be deemed a “**Phase 1 Qualified Bidder**” and will be promptly notified of such decision by the Monitor. For greater certainty, no Potential Bidder shall be deemed to be a Phase 1 Qualified Bidder without the approval of the Monitor. At any time prior the LOI Deadline, the Monitor may, in its reasonable business judgment, eliminate a Phase 1 Qualified Bidder from the Sale Procedure, in which case such bidder will no longer be a “Phase 1 Qualified Bidder” for the purposes of the Sale Procedure.

Due Diligence

- 16. The Monitor shall provide any Phase 1 Qualified Bidder with access to the confidential VDR and such other due diligence materials and information relating to the Highline Property as the Monitor deems appropriate. Upon the reasonable request of a Phase 1 Qualified Bidder, on-site inspections of the Highline Property may be arranged by the Monitor in its sole discretion.
- 17. The Monitor and 6511 Sussex make no representation or warranty as to the information to be provided through the due diligence process or otherwise, regardless of whether such information is provided in written, oral or any other form, except to the extent otherwise contemplated under any definitive sale agreement with a Successful Bidder executed and delivered by the Monitor, for and on behalf of 6511 Sussex, and approved by the Court. Phase 1 Qualified Bidders must rely solely on their own independent review, investigation and/or inspection of all information relating the Highline Property in connection with their participation in the Sale Procedure and any Sale.

Submission of LOIs

18. A Phase 1 Qualified Bidder that wishes to pursue a Sale of all of the remaining Inventory Units and all or substantially all of the other Highline Property further must deliver an executed LOI identifying such bidder's interest in a Sale to the Monitor at the address specified in Section 42 hereof (including by email), so as to be received by the Monitor not later than the LOI Deadline.
19. An LOI will only constitute a "**Qualified LOI**" if all of the following conditions are satisfied (collectively, the "**Qualified LOI Requirements**"):
 - (a) it is submitted by a Phase 1 Qualified Bidder, and received by the Monitor, on or before the LOI Deadline;
 - (b) it identifies or contains, as applicable, the following:
 - (i) the aggregate purchase price, in Canadian dollars, including details of any liabilities to be assumed by the Phase 1 Qualified Bidder, key assumptions supporting the valuation, and any proposed deductions or adjustments, which purchase price must be at least equal to the Stalking Horse Purchase Price, plus \$750,000 (the "**Minimum Bid Increment**");
 - (ii) a description of the Highline Property that is expected to be subject to the Sale and any of the Highline Property, and obligations or liabilities arising in connection with the Highline Property, expected to be excluded;
 - (iii) a specific indication of the financial capability (including an analysis of the Phase 1 Qualified Bidder's current available cash liquidity, and a summary of key covenants and or restrictions on such liquidity), together with evidence of such capability, of the Phase 1 Qualified Bidder and the expected structure and financing of the transaction;
 - (iv) a detailed outline of any due diligence required to be conducted in order to submit a final and binding offer;
 - (v) an acknowledgement that any Sale will be on an "as is, where-is" basis;
 - (vi) all conditions to closing that the Phase 1 Qualified Bidder may wish to impose;
 - (vii) a description of the conditions and approvals required for a final and binding offer and the expected timeline for same; and
 - (viii) any other terms or conditions of the Sale that the Phase 1 Qualified Bidder believes are material to the proposed transaction; and
 - (c) it does not contain any requirement or provision for a break fee, termination fee, expense reimbursement or similar type of payment associated with submitting an

LOI or Final Bid, pursuing a Sale, conducting due diligence in respect of an LOI, Final Bid or a Sale, or otherwise.

20. The Monitor may waive compliance with any one or more of the Qualified LOI Requirements specified above and deem such non-compliant bid to be a Qualified LOI.
21. The Stalking Horse Bidder shall be deemed to be a Phase 1 Qualified Bidder, and the Stalking Horse APS shall be deemed to be a Qualified LOI, for all purposes of the Sale Procedure, including for purposes of the Auction (if applicable).

Assessment of Qualified LOIs

22. Following the LOI Deadline, the Monitor will assess the Qualified LOIs. If it is determined by the Monitor that a Phase 1 Qualified Bidder that has submitted a Qualified LOI has a *bona fide* interest in completing a Sale and the financial capability (based on availability of financing, experience, the financial information provided and other considerations) to consummate such a transaction, then such Phase 1 Qualified Bidder will be deemed to be a **“Phase 2 Qualified Bidder”**. Only Phase 2 Qualified Bidders shall be permitted to submit a Final Bid in the Sale Procedure. The Stalking Horse Bidder shall be deemed to be a Phase 2 Qualified Bidder.
23. If the Monitor does not receive any LOIs or any LOIs that, based on the Monitor’s assessment, constitute a Qualified LOI or are likely to result in the submission of a Phase 2 Qualified Bid (other than the Stalking Horse Bid) by the Final Bid Deadline, then the Stalking Horse APS will be deemed to be the Successful Bid and the Monitor shall take reasonable steps to perform Section 29 hereof.

Submission of Final Bids

24. A Phase 2 Qualified Bidder that wishes to make a bid for all of the remaining Inventory Units and all or substantially all of the other Highline Property must deliver to the Monitor at the address specified in Section 42 hereof (including by email), so as to be received by the Monitor not later than the Final Bid Deadline, a final, written, binding offer (each, a **“Final Bid”**) in the form of a fully executed purchase and sale agreement.
25. A Final Bid will only constitute a **“Qualified Final Bid”** if all of the following conditions are satisfied (collectively, the **“Qualified Final Bid Requirements”**):
 - (a) it is submitted by a Phase 2 Qualified Bidder, and received by the Monitor, on or before the Final Bid Deadline;
 - (b) it provides for the payment in full and in cash of at least:
 - (i) the Stalking Horse Purchase Price; and
 - (ii) the Minimum Bid Increment;

- (c) it contains a duly executed purchase and sale agreement substantially in the form of the Stalking Horse APS and a blackline of the executed purchase and sale agreement to the Stalking Horse APS;
- (d) it includes a letter stating that the Final Bid is irrevocable until there is a Successful Bid, provided that if such Phase 2 Qualified Bidder is selected as the Successful Bidder or the Backup Bidder (as defined below), its Final Bid shall remain an irrevocable offer until the earlier of (i) two (2) Business Days after the date of closing of the transaction contemplated by the Successful Bid and (ii) the Outside Date (as defined below);
- (e) it provides written evidence, satisfactory to the Monitor, of (i) a firm, irrevocable financial commitment for all required funding or financing and/or (ii) evidence of the Phase 2 Qualified Bidder's financial wherewithal to close the bid using unencumbered funds on hand;
- (f) given the ongoing Sale Process, it identifies (i) the Inventory Units that are required to be owned by 6511 Sussex as of the closing date of the transaction and (ii) any adjustments to the purchase price that may result from the sale of any of the Inventory Units prior to the closing date of the transaction;
- (g) it does not include any request for or entitlement to any expense reimbursement, termination fee, break fee or similar type of payment;
- (h) it provides for an assumption of liabilities and other economic terms that are at least as favourable in the aggregate as those in the Stalking Horse APS;
- (i) it is accompanied by a refundable deposit (the "**Deposit**" and collectively, the "**Deposits**") in the form of a wire transfer to a bank account specified by the Monitor, or such other form of payment acceptable to the Monitor, payable to the order of the Monitor, for and on behalf of 6511 Sussex, in trust, in the amount of 10.00% of the cash consideration outlined in 25(b) above (i.e., 10% of the sum of the Stalking Horse Purchase Price and the Minimum Bid Increment) to be held and dealt with in accordance with the Sale Procedure;
- (j) it is not conditional upon:
 - (i) the outcome of unperformed due diligence; and/or
 - (ii) obtaining financing;
- (k) it includes an acknowledgement and representation that the Phase 2 Qualified Bidder:
 - (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its Final Bid;

- (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, including by the Monitor or 6511 Sussex, or any of their respective advisors, except as expressly stated in the purchase and sale agreement submitted by it;
 - (iii) is a sophisticated party, capable of making its own assessments in respect of making its Final Bid; and
 - (iv) has had the benefit of independent legal advice in connection with its Final Bid; and
 - (l) it contains evidence of authorization and approval from the Phase 2 Qualified Bidder's board of directors (or comparable governing body), if applicable, and identifies each entity or person and representatives thereof who are authorized to appear and act on behalf of the Phase 2 Qualified Bidder for all purposes regarding the transaction.
26. The Monitor may, in its reasonable discretion, waive compliance with any one or more of the Qualified Final Bid Requirements specified herein, and deem such non-compliant bid to be a Qualified Final Bid in accordance with the Sale Procedure.
27. The Stalking Horse APS shall be deemed to be a Qualified Final Bid, for all purposes of the Sale Procedure, including for purposes of the Auction (if applicable).

Assessment of Qualified Final Bids

28. The Monitor shall assess all Qualified Final Bids submitted on or before the Final Bid Deadline, to determine whether the transactions contemplated by such Qualified Final Bids are likely to be consummated. Such assessments will be made as promptly as practicable.
29. If the Monitor determines that no Qualified Final Bids other than the Stalking Horse APS were received, or that at least one additional Qualified Final Bid was received but it is unlikely that the transactions contemplated in any such Qualified Final Bid(s) will be consummated, then the Stalking Horse APS will be deemed to be the Successful Bid and the Monitor shall:
- (a) forthwith terminate the Sale Procedure;
 - (b) notify each Phase 2 Qualified Bidder that submitted a Qualified Final Bid (if any) that the Sale Procedure has been terminated;
 - (c) notify the Stalking Horse Bidder that it is the Successful Bidder; and
 - (d) as soon as reasonably practicable after such termination, and in any event, no later than fifteen (15) Business Days following the selection (or deemed selection) of the

Successful Bid, file the Approval Application with the Court seeking approval, after notice and hearing, to implement the Stalking Horse APS.

30. Subject to Section 29 hereof, if one or more Qualified Final Bids (other than the Stalking Horse Bid) have been received by the Monitor on or before the Final Bid Deadline, the Monitor will proceed with an auction process to determine the Successful Bid(s) (the “**Auction**”). The successful bid selected within the Auction shall constitute the “Successful Bid”. Forthwith upon determining to proceed with an Auction, the Monitor shall provide written notice to each Phase 2 Qualified Bidder that submitted a Qualified Final Bid (including the Stalking Horse Bidder) in accordance with the terms herein, along with unredacted copies of all Qualified Final Bids and a statement by the Monitor specifying which Qualified Final Bid is the Starting Bid (as defined below).

Auction

31. If an Auction is to be held, the Monitor will conduct the Auction in accordance with the following procedures:
- (a) prior to 4:00 p.m. (Pacific Time) on the day before the Auction Date, each Phase 2 Qualified Bidder that has made a Qualified Final Bid and the Stalking Horse Bidder, must inform the Monitor whether it intends to participate in the Auction (the parties who so inform the Monitor that they intend to participate are hereinafter referred to as the “**Auction Bidders**”);
 - (b) the identity of each Auction Bidder participating in the Auction will be disclosed, on a confidential basis, to each other Auction Bidder participating in the Auction;
 - (c) only representatives of the Auction Bidders, the Monitor and such other persons as permitted by the Monitor (and the advisors to each of the foregoing entities) are entitled to attend the Auction;
 - (d) the Monitor may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances for conducting the Auction, including with respect to the ability of multiple Auction Bidders to combine to present a single bid, provided that such rules are (i) not inconsistent with the Sale Procedure, general practice in insolvency proceedings, or the Initial Order and (ii) disclosed to each Auction Bidder at the Auction;
 - (e) all Auction Bidders must have at least one individual representative with authority to bind such Auction Bidder present at the Auction;
 - (f) the Monitor may arrange to have a court reporter attend at the Auction;
 - (g) each Auction Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction, that it has not engaged in any collusion with any other person, without the express written consent of the Monitor, regarding the Sale Procedure, that has not been disclosed to all other Auction Bidders;

- (h) prior to the Auction, the Monitor will provide unredacted copies of the Qualified Final Bid(s) which the Monitor believes is/are (individually or in the aggregate) the highest or otherwise best Qualified Final Bid(s) (the “**Starting Bid**”) to the Stalking Horse Bidder and to all Phase 2 Qualified Bidders that have made a Qualified Final Bid;
- (i) bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (each, a “**Subsequent Bid**”) that the Monitor determines is (i) for the first round, a higher or otherwise better offer than the Starting Bid, and (ii) for subsequent rounds, a higher or otherwise better offer than the then current highest and best bid (the “**Leading Bid**”), in each case by at least \$750,000, or such amount as may be determined by the Monitor prior to, and announced at, the Auction;
- (j) the Stalking Horse Bidder shall be permitted, in its sole discretion, to submit Subsequent Bids, provided, however, that such Subsequent Bids are made in accordance with the Sale Procedure;
- (k) to the extent not previously provided (which shall be determined by the Monitor), an Auction Bidder submitting a Subsequent Bid must submit, at the Monitor’s discretion, as part of its Subsequent Bid, written evidence (in the form of financial disclosure or credit quality support information or enhancement reasonably acceptable to the Monitor), demonstrating such Auction Bidder’s ability to close the transaction proposed by the Subsequent Bid;
- (l) only the Auction Bidders will be entitled to make a Subsequent Bid at the Auction; provided, however, that in the event that any Phase 2 Qualified Bidder that submitted a Qualified Final Bid elects not to attend and/or participate in the Auction, such Phase 2 Qualified Bidder’s Qualified Final Bid shall nevertheless remain fully enforceable against such Phase 2 Qualified Bidder, if it is selected as the Successful Bid or the Backup Bid;
- (m) all Auction Bidders shall have the right to, at any time, request that the Monitor announce the then-current Leading Bid and, to the extent requested by any Auction Bidder, use reasonable efforts to clarify any and all questions such Auction Bidder may have regarding the Leading Bid;
- (n) the Monitor reserves the right, in its reasonable business judgment, to make one or more adjournments in the Auction to, among other things (i) facilitate discussions between the Monitor and the Auction Bidders; (ii) allow the individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and best offer at any given time in the Auction; and (iv) give Auction Bidders the opportunity to provide the Monitor with such additional evidence as the Monitor, in its reasonable business judgment, may require to determine that such Auction Bidder has sufficient internal resources to consummate the proposed transaction at the prevailing overbid amount;

- (o) if, in any round of bidding, no new Subsequent Bid is made, the Auction shall be closed; and
 - (p) no bids shall be considered after the conclusion of the Auction.
32. At the end of the Auction, the Monitor shall select the successful bid (the “**Successful Bid**”, with such bidder being the “**Successful Bidder**”). Upon selection of a Successful Bidder, the Successful Bidder shall deliver as soon as practicable an executed transaction document, which reflects its bid, and any other modifications submitted and agreed to during the Auction, prior to the filing of the application material for the hearing to consider the Approval Application.
33. If an Auction is conducted, the Auction Bidder and/or Phase 2 Qualified Bidder with the next highest or otherwise best Qualified Final Bid at the Auction or, if such Phase 2 Qualified Bidder did not participate in the Auction, submitted in the Sale Procedure, as determined by the Monitor, will be designated as the backup bidder (the “**Backup Bidder**”). The Backup Bidder shall be required to keep its Qualified Final Bid (or if the Backup Bidder submitted one or more overbids at the Auction, the Backup Bidder’s final overbid) (the “**Backup Bid**”) open until the earlier of: (i) two (2) Business Days after the date of closing of the transaction contemplated by the Successful Bid; and (ii) August 19, 2026 (the “**Outside Date**”).
34. The Monitor shall have selected the final Successful Bid(s) and the Backup Bid(s) as soon as reasonably practicable after the Auction Date and the definitive documentation in respect of the Successful Bid must be finalized and executed prior to the Auction Closing Date (as defined below), which definitive documentation shall be conditional only upon the receipt of the Approval Order and the express conditions set out therein and shall provide that the Successful Bidder shall use all reasonable efforts to close the proposed transaction by no later than ten (10) Business Days following:
- (a) expiry of applicable appeal periods in respect of the order approving the transaction, provided that if the Approval Order shall not have been subject to any unresolved material objections at the Approval Application, the applicable appeal periods need not have expired, but no appeal or leave for appeal shall have been filed;
 - (b) in the event of an appeal or application for leave to appeal, final determination of such appeal or application; or
 - (c) such longer period as shall be agreed to by the Monitor in writing,
- (each, an “**Auction Closing Date**”).

In any event, the Successful Bid must be closed by no later than the Outside Date, or such other date as may be agreed to by the Monitor in writing.

Approval of Successful Bid

35. The completion of any Sale shall be subject to the approval of the Court and the requirement of approval of the Court may not be waived. The Monitor shall apply to the Court (the “**Approval Application**”) for an Approval Order approving the Successful Bid and the Backup Bid (as applicable) and vesting title to any purchased Highline Property in the name of the Successful Bidder or the Backup Bidder (as applicable). The Approval Application will be held on a date to be scheduled by the Monitor and confirmed by the Court. Subject to Court availability, the Monitor shall use best efforts to schedule the Approval Application no later than fifteen (15) Business Days following the selection (or deemed selection) of the Successful Bid. The Approval Application may be adjourned or rescheduled by the Monitor on notice to the service list prior to the Approval Application. The Monitor shall consult with the Successful Bidder and the Backup Bidder (as applicable) regarding the application material to be filed by the Monitor for the Approval Application, which material shall be acceptable to the Successful Bidder, acting reasonably.
36. If following approval of the Successful Bid by the Court, the Successful Bidder breaches its obligations to close the applicable transaction, then such Successful Bidder will forfeit its Deposit and the Backup Bid, if there is one, will be deemed to be the Successful Bid hereunder and the Monitor shall effectuate a transaction with the Backup Bidder subject to the terms of the Backup Bid, without further order of the Court.
37. All Qualified Final Bids (other than the Successful Bid) shall be deemed rejected on the applicable Auction Closing Date.

Deposits

38. All Deposits shall be retained by the Monitor in a bank account specified by the Monitor. If there is a Successful Bid, the Deposit paid by the Successful Bidder whose bid is approved at the Approval Application shall be applied to the purchase price to be paid by the Successful Bidder upon closing of the approved transaction and will be non-refundable. The Deposit paid by the Backup Bidder shall be retained by the Monitor until two (2) Business Days after the Auction Closing Date of the Successful Bid or the Outside Date, whichever is later, or, if the Backup Bid becomes the Successful Bid, shall be released by the Monitor and applied to the purchase price to be paid upon closing of the Backup Bid.
39. All Deposits of all Phase 2 Qualified Bidders not selected as the Successful Bidder or Backup Bidder shall be returned to such bidders within five (5) Business Days of the date upon which the Successful Bid and any Backup Bid is approved by the Court. If the Auction does not take place or the Sale Procedure is terminated in accordance with the provisions hereof, all Deposits shall be returned to the applicable Phase 2 Qualified Bidders within five (5) Business Days of the date upon which it is determined that the Auction will not take place or the Sale Procedure is terminated, as applicable.
40. If an entity selected as the Successful Bidder or Backup Bidder breaches its obligations to close the applicable transaction, it shall forfeit its Deposit to the Monitor, for and on behalf

of 6511 Sussex; provided however that the forfeiture of such Deposit shall be in addition to, and not in lieu of, any other rights in law or equity that the Monitor or 6511 Sussex have against such breaching entity.

Approvals

41. For greater certainty, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by any other statute or that are otherwise required at law in order to implement a Successful Bid or Backup Bid, as the case may be.

Notice Requirements

42. Any communication, LOIs, Final Bids and all associated documentation to be given under the Sale Procedure by any person to the Monitor shall be in writing in substantially the form, if any, provided for in the Sale Procedure and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, or email addressed to:

KSV Restructuring Inc.
1165, 324 – 8th Avenue, SW
Calgary, Alberta
T2P 2Z2 Canada

Attn: Noah Goldstein / Jason Knight
Email: ngoldstein@ksvadvisory.com / jknights@ksvadvisory.com

with a copy to:

Bennett Jones LLP
666 Burrard Street, Suite 2500
Vancouver, British Columbia
V6C 2X8 Canada

Attn: Mark V. Lewis / Sean Zweig / Joshua Foster
Email: lewismv@bennettjones.com / zweigs@bennettjones.com / fosterj@bennettjones.com

Reservation of Rights

43. The Monitor may reject, at any time, any bid (other than the Stalking Horse Bid) that is inadequate or insufficient, or not in conformity with the requirements of the Sale Procedure or any orders of the Court applicable to 6511 Sussex in the Receivership Proceedings or the CCAA Proceedings, and in accordance with the terms hereof, may impose additional terms and conditions and otherwise seek to modify the Sale Procedure at any time in order to maximize the results obtained, and may accept bids not in conformity with the Sale Procedure to the extent that the Monitor determines, in its reasonable business judgment, that doing so would benefit 6511 Sussex and its stakeholders.

44. The Monitor may, in its reasonable discretion and subject to the terms of the Stalking Horse APS, extend the Final Bid Deadline, the Outside Date, the date for selection of the final Successful Bid(s) and the Backup Bid(s), the date for finalization and execution of definitive documentation in respect of the Successful Bid, and/or the date for the hearing of the Approval Application.
45. Prior to the conclusion of the Auction, the Monitor may impose such other terms and conditions, on notice to the relevant Auction Bidders, as the Monitor may determine to be in the best interests of 6511 Sussex and its stakeholders that are not inconsistent with any of the procedures in the Sale Procedure.
46. The Sale Procedure does not, and shall not be interpreted to, create any contractual or other legal relationship between the Monitor or 6511 Sussex and any Potential Bidder, Phase 1 Qualified Bidder, Phase 2 Qualified Bidder, Auction Bidder, Successful Bidder or Backup Bidder, other than as specifically set forth in definitive documentation that may be executed by the Monitor, for and on behalf of 6511 Sussex.
47. Participants in the Sale Procedure, are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any LOI, Final Bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction, including, without limitation, any actions pursuant to the Sale Procedure or within the Auction.

No Amendment

48. Subject to Sections 9 and 43-45 herein, there shall be no amendments to the Sale Procedure without the prior written consent of the Monitor and the Stalking Horse Bidder, or further order of the Court obtained on reasonable notice to the Monitor.

Further Orders and Jurisdiction of the Court

49. At any time during the Sale Procedure, the Monitor may apply to the Court for advice and directions with respect to the discharge of its powers and duties under the Sale Procedure or the interpretation or application of the Sale Procedure.
50. Except as otherwise provided in the Sale Procedure or the Stalking Horse APS, the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of the Stalking Horse APS, the Sale Procedure Order, and the Sale Procedure.

SCHEDULE “G”

STALKING HORSE SALE PROCEDURE ORDER

See attached.

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36**

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENT

ORDER MADE AFTER APPLICATION

STALKING HORSE SALE PROCEDURE ORDER

BEFORE THE HONOURABLE	)	
	)	17/April/2026
JUSTICE MASUHARA	)	

ON THE APPLICATION of KSV Restructuring Inc. (“**KSV**”), in its capacity as Court-appointed monitor (in such capacity, the “**Monitor**”) of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”), coming on for hearing at Vancouver, British Columbia, on the 17th day of April, 2026; **AND ON HEARING** Andrew Froh and Joshua Foster, counsel for the Monitor and KSV, in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of 6511 Sussex in the proceedings bearing Action No. S-247664 (the “**Receivership Proceedings**”), and those other counsel listed on Schedule “A” hereto; **AND UPON READING** the Amended and Restated Initial Order of this Court dated as of the date hereof, the Second Amended and Restated Receivership Order and Amended Sale Process Order of this Court granted in the Receivership Proceedings on October 3, 2025 and October 17, 2025, respectively, and the material filed, including the First Report of the Monitor dated April [●], 2026 (the “**First Report**”);

THIS COURT ORDERS AND DECLARES THAT:

NOTICE & DEFINITIONS

1. Capitalized terms used but not otherwise defined in this Order have the meaning given to them in the First Report, the sale and solicitation procedures attached as Schedule “B” hereto (the “**Sale Procedure**”) or the Stalking Horse APS (as defined below), as applicable.
2. The time for service of the Notice of Application and supporting materials for this Order is hereby abridged such that this Application is properly returnable today and service thereof on any interested party is hereby dispensed with.

SALE PROCEDURE APPROVAL

3. The Sale Procedure, subject to any amendments thereto that may be made in accordance therewith, be and is hereby approved. The Monitor is hereby authorized to carry out the Sale Procedure, contemporaneously with the Receiver carrying out the Sale Process, in accordance with the terms of the Sale Procedure and the terms of this Order, and to take such steps as the Monitor considers necessary or desirable in carrying out its obligations thereunder.
4. The Monitor and its assistants, affiliates, partners, directors, employees, advisors, agents and controlling persons shall have no liability or obligation with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of performing their duties under the Sale Procedure, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of the Monitor, as determined by this Court.

PIPEDA

5. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, and any similar legislation in any other applicable jurisdictions, the Monitor is hereby authorized and permitted to disclose and provide to its agents and any Phase 1 Qualified Bidder or Phase 2 Qualified Bidder in the Sale Procedure, personal information of identifiable individuals but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the Sale Procedure (each a “**Transaction**”). Each person to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Monitor, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Monitor. Any purchaser under a Transaction shall maintain and protect the privacy of such information and, upon closing of a Transaction, shall be entitled to use the personal information provided to it that is related to the business and/or the property acquired pursuant to the Sale Procedure in a manner that is in all material respects identical to the prior use of such information by 6511 Sussex, and shall return all other personal information to the Monitor or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Monitor.

STALKING HORSE APPROVAL

6. The Monitor, for and on behalf of 6511 Sussex, is hereby authorized and empowered, *nunc pro tunc*, to enter into the stalking horse agreement of purchase and sale dated April [●], 2026 (the “**Stalking Horse APS**”), between the Monitor for and on behalf of 6511 Sussex, and KingSett Mortgage Corporation (the “**Stalking Horse Bidder**”) in the form attached as Appendix “[●]” to the First Report, with such minor amendments as the Monitor, for and on behalf of 6511 Sussex, and the Stalking Horse Bidder may agree in writing, and the bid made by the Stalking Horse Bidder pursuant to the Stalking Horse APS is hereby approved as the Stalking Horse Bid; provided that, nothing herein approves the sale and vesting of the Purchased Interests to the Stalking Horse Bidder pursuant to the Stalking Horse APS, and that the approval of the sale and vesting of such Purchased Interests shall be considered by this Court on a subsequent application made to this Court following completion of the Sale Procedure if the Stalking Horse Bid is the Successful Bid.

GENERAL

7. The Monitor may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.
8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
9. Endorsement of this Order by counsel appearing on this Application, other than counsel for the Monitor, is hereby dispensed with.

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

Signature of Andrew Froh

☐ Party ☒ Lawyer for the Monitor

BY THE COURT

REGISTRAR

Schedule “A” – List of Counsel

[illegible]

Schedule “B” –Sale Procedure

See attached.

No. S-261991
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36**

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENT

ORDER MADE AFTER APPLICATION
STALKING HORSE SALE PROCEDURE ORDER

Bennett Jones LLP
Suite 2500, 666 Burrard Street
Vancouver, BC V6C 2X8
Attention: Andrew Froh and Joshua Foster

Tel No.: (604) 891-7500