

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

BEFORE THE HONOURABLE	)	
	)	27/July/2026
JUSTICE MASUHARA	)	

ON THE APPLICATION of AlixPartners Restructuring, Inc. (“**AlixPartners**”), 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 27th day of July, 2026; **AND ON HEARING** Andrew Froh, counsel for the Monitor and AlixPartners, 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 Joint Seventh Report of the Receiver and Second Report of the Monitor dated July 23, 2026 (the “**Joint 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 (“**KingSett**”), as it will be assigned by KingSett to the Permitted Assignee (the “**Purchaser**”), attached as Schedule “C” hereto (as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms and the terms of this Order, 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, as soon as reasonably practicable 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 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, Thind Parking Corp. or any Affiliate thereof);
 - (b) the insolvency of 6511 Sussex, Thind Parking Corp. or any Affiliate thereof, the fact that 6511 Sussex, Thind Parking Corp. or any Affiliate thereof are or were in receivership, as applicable, or the fact that 6511 Sussex or any Affiliate thereof 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 absolutely and forever barred, estopped, stayed, foreclosed and permanently enjoined from asserting, enforcing, exercising, 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, or relying on any rights, remedies, claims or benefits, in respect of or against the Monitor and its directors, officers, employees, counsel, advisors and representatives, 6511 Sussex, the Purchaser, the Purchased Interests or the Retained Assets in any way relating to, arising from, or in respect of:
 - (a) 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;

- (b) any and all Claims or Encumbrances and the Excluded Liabilities against or relating to 6511 Sussex, the Excluded Assets or the Retained Assets existing immediately prior to the Effective Time;
- (c) the insolvency of 6511 Sussex or Thind Parking Corp. prior to the Effective Time;
- (d) the commencement or existence of these proceedings or the Receivership Proceedings; and
- (e) the completion of the Transaction.

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.

RESERVE

23. Notwithstanding anything to the contrary in the Sale Agreement, the Monitor is hereby authorized and directed to transfer, for and on behalf of 6511 Sussex, the remaining cash in the Reserve, if any, to the Purchaser following the termination of these proceedings and the Receivership Proceedings in respect of Residual Co. and the Residual Co. Property and the completion of all incidental duties as may be required to complete the administration of these proceedings and the Receivership Proceedings to the Monitor's and the Receiver's respective satisfaction, and shall not incur any liability as a result of doing so.

DISPUTED PARKING STALLS AND STORAGE LOCKERS

(i) Role of the Monitor in the Parking Stall and Storage Locker Interest Identification and Resolution Process

24. The parking stall interest and storage locker identification and resolution procedure provided for in paragraphs 24-33 of this Order (the "**Parking Stall and Storage Interest Identification and Resolution Process**") and the forms attached as Schedules "G"- "I" of this Order are hereby approved. Notwithstanding the foregoing and in addition to the Monitor's right to update or revise the Parking Stall and Storage Interest Information (as defined below) under paragraph 30(f) of this Order, the Monitor may, from time to time, make non-substantive changes to the forms attached as Schedules "G"- "I" of this Order as the Monitor may consider necessary or desirable.
25. The Monitor is hereby authorized to: (i) use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed; (ii) where the Monitor is satisfied that a Notice of Dispute (as defined below) has been adequately proven, waive strict compliance with the requirements of the Parking Stall and Storage Interest Identification and Resolution Process as to the completion, execution and submission of such forms; (iii) request any further documentation from any strata owner (collectively, the "**Strata Owners**" and each, a "**Strata Owner**") in the development known as "Highline" (the "**Development**") that the Monitor may reasonably wish to review to enable it to consider and determine the title, interest or claim asserted in a Notice of Dispute; (iv) subject to the terms of this Order, attempt to resolve and settle any issue arising in, or in respect of, a Notice of Dispute; and (v) extend the Bar Date (as defined below) generally or in individual cases, provided that notice of any general extension to the Bar Date shall be posted on the Monitor's Website.
26. In addition to its prescribed rights, duties responsibilities and obligations under the CCAA, the ARIO, and any other Orders of the Court in these proceedings, and notwithstanding anything to the contrary herein, the Monitor is hereby authorized, directed and empowered to implement the Parking Stall and Storage Interest Identification and Resolution Process, for and on behalf of 6511 Sussex, and to take such other actions and fulfill such other roles as are contemplated by the Parking Stall and Storage Interest Identification and Resolution Process or incidental thereto, including the determination and resolution of Notices of Dispute.

27. In addition to their respective obligations under the ARIO, 6511 Sussex and its current and former employees, agents, advisors and representatives and any other Person given notice of this Order shall fully cooperate with the Monitor in the exercise of its powers and the discharge of its duties and obligations under the Parking Stall and Storage Interest Identification and Resolution Process.

(ii) Notice to Strata Owners of the Parking Stall and Storage Interest Identification and Resolution Process

28. Within five (5) Business Days following the granting of this Order, or as soon as reasonably practicable thereafter, the Monitor shall:
- (a) cause the notice to the Strata Owners substantially in the form attached as Schedule “G” (the “**Notice Letter**”) to be published once in *Burnaby NOW*;
 - (b) post a copy of this Order, the Monitor’s Application Record in respect of this Order, the Notice Letter, an instruction letter to Strata Owners substantially in the form attached hereto as Schedule “H” (the “**Instruction Letter**”) and a notice of dispute in substantially the form attached hereto as Schedule “I” (the “**Notice of Dispute**”) on the Monitor’s Website; and
 - (c) provide copies of this Order, the Notice Letter, the Instruction Letter and the Notice of Dispute to The Owners, Strata Plan EPS9599 (the “**Strata Corporation**”) and FirstService Residential BC Ltd. (“**FirstService**”) or their respective counsel for distribution to all of the Strata Owners to the last known address of each Strata Owner and the posting of the Notice Letter in one or more conspicuous locations within the Development until and including the Bar Date.
29. The Strata Corporation and FirstService are hereby authorized and directed to distribute copies of this Order, the Notice Letter, the Instruction Letter, the Notice of Dispute and any updates or revisions to the Parking Stall and Storage Interest Information made by the Monitor to all of the Strata Owners to the last known address of each Strata Owner and to post the Notice Letter in one or more conspicuous locations within the Development until and including the Bar Date. In carrying out the terms of this paragraph 29, the Strata Corporation and FirstService shall incur no liability or obligation, save and except for any gross negligence or wilful misconduct on their part.

(iii) Parking Stall and Storage Interest Information and Notices of Dispute

30. The information concerning the parking stalls located within the parkade of the Development and storage lockers located in the Development, in each case, as identified as being owned by 6511 Sussex (collectively, the “**6511 Sussex Parking Stalls**” and the “**6511 Sussex Storage Lockers**”, respectively) set out in the Instruction Letter (collectively, the “**Parking Stall and Storage Interest Information**”) shall be deemed correct and confirmed by each Strata Owner in all respects, unless a Strata Owner completes and files with the Monitor a Notice of Dispute prior to 5:00 p.m. (Pacific Time) on September 18, 2026 (as may be extended from time to time by the Monitor in accordance with paragraph 25 of this Order, the “**Bar Date**”), which shall include all

supporting documentation in respect of such Strata Owner's asserted title to, interest in, or valid claim to the applicable 6511 Sussex Parking Stall(s) and/or 6511 Sussex Storage Locker(s). If a Strata Owner completes and files with the Monitor a Notice of Dispute prior to 5:00 p.m. (Pacific Time) on the Bar Date, the Monitor shall review such Notice of Dispute and may:

- (a) request additional information from such Strata Owner;
- (b) request that such Strata Owner file a revised Notice of Dispute;
- (c) attempt to consensually resolve and settle any issue arising in a Notice of Dispute;
- (d) accept (in whole or in part) the amended Parking Stall and Storage Interest Information, as set out in the Notice of Dispute, and so notify such Strata Owner in writing (with a copy to FirstService) by email or regular mail to the address of such Strata Owner set out in its Notice of Dispute;
- (e) contest (in whole or in part) the amended Parking Stall and Storage Interest Information, as set out in the Notice of Dispute, and so notify such Strata Owner in writing (with a copy to FirstService) by email or regular mail to the address of such Strata Owner set out in its Notice of Dispute; and/or
- (f) update or revise the Parking Stall and Storage Interest Information, deliver a copy of such updated or revised Parking Stall and Storage Interest Information to the Strata Corporation and FirstService and post a copy of such updated or revised Parking Stall and Storage Interest Information on the Monitor's Website.

31. If the Monitor, in consultation with the Purchaser, determines that it is necessary to finally determine one or more Notices of Dispute and is unable to resolve such Notice of Dispute or Notices of Dispute (in each case, in whole or in part), as the case may be, with the Strata Owner(s) that filed such Notice of Dispute or Notices of Dispute, as the case may be, within a period or in a manner satisfactory to the Monitor, in consultation with the Purchaser, the Monitor shall notify such Strata Owner(s) and the Purchaser in writing. Thereafter, the Monitor shall refer the Notice of Dispute or the Notices of Dispute, as the case may be, to: (i) the Court in these proceedings; or (ii) such alternative dispute resolution as may be ordered by the Court or agreed to by the Monitor, the Purchaser and the applicable Strata Owner(s). The Court or the Person or Persons conducting the alternative dispute resolution proceeding, as the case may be, shall resolve the Notice of Dispute or Notices of Dispute, as applicable.
32. Each 6511 Sussex Parking Stall and 6511 Sussex Storage Locker in respect of which no Notice of Dispute is filed with the Monitor prior to 5:00 p.m. (Pacific Time) on the Bar Date, or a Notice of Dispute is resolved in favour of the Monitor and 6511 Sussex in accordance with paragraph 30 or paragraph 31 of this Order, shall be and shall be deemed to have been "Property" and a "Retained Asset", and all references to "Property" or "Retained Asset" in this Order or any other order of the Court in these proceedings or the Receivership Proceedings shall apply *mutatis mutandis* to such 6511 Sussex Parking Stall and such 6511 Sussex Storage Locker.

33. The Monitor is hereby authorized and directed to file with the Court a copy of the Parking Stall and Storage Interest Information as soon as reasonably practicable following the resolution of any and all Notices of Dispute.
34. The Monitor or any other Person with a material interest in the Parking Stall and Storage Interest Identification and Resolution Process may apply to this Court for advice and directions with respect to the Parking Stall and Storage Interest Identification and Resolution Process.

MONITOR'S PROTECTIONS

35. 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 AlixPartners 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 AlixPartners in its capacity as the Monitor, all of which are expressly continued and affirmed.
36. Without limiting the generality of paragraph 35 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;
 - (h) be entitled to seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Order from 6511 Sussex or any of its Affiliates, the Purchaser, the Strata Corporation and FirstService;
 - (i) be authorized to assist any Strata Owner in filing a Notice of Dispute; and
 - (j) 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.
37. 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 37.

RELEASE

38. From and after the Effective Time, the Monitor, the Monitor's legal counsel, Residual Co., and each of their respective affiliates, and current and former directors, officers, employees, agents and advisors (collectively, the "**Released Parties**" and each, a "**Released Party**"), including, without limitation, the Monitor's Representative, shall be deemed to be forever irrevocably released and discharged from any and all present and future Claims that any Person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any action or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Time in any way relating to, arising out of or in respect of these proceedings, 6511 Sussex or Residual Co. or their respective businesses, operations, assets, property or affairs, the Sale Agreement, any document, instrument, matter or transaction involving 6511 Sussex or Residual Co. arising in connection with or pursuant to any of the foregoing, and/or the Transaction or its consummation (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred, with prejudice, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any (i) Claim against a Released Party that is not permitted to be released pursuant to subsection 5.1(2) of the CCAA any claim against a Released Party with respect to any act or omission of a Released Party that is finally determined by a court of competent

jurisdiction to have constituted actual fraud, willful misconduct or gross negligence or (ii) any obligation of any of the Released Parties to the Purchaser under the Sale Agreement.

STAY OF PROCEEDINGS

39. The Stay Period is hereby extended until and including December 18, 2026.

ACTIVITY APPROVAL

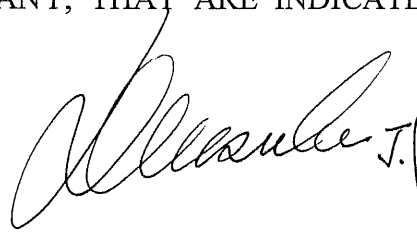
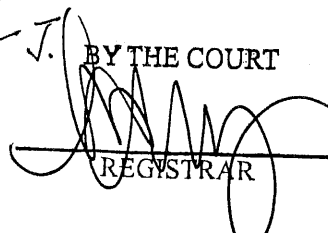
40. The activities of the Monitor, as set out in the First Report of the Monitor dated April 13, 2026 and the Joint Report, are hereby approved; provided however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

41. As at 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.
42. As at the Effective Time, the style of cause in these proceedings shall be changed by deleting 6511 Sussex as Respondent and replacing it with Residual Co. as Respondent.
43. 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 42 of this Order.
44. 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.
45. **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.
46. 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:

ENDORSEMENTS ATTACHED


BY THE COURT

REGISTRAR



A. G. Froh

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 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. 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

19. 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
20. 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
21. 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
22. 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
23. 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
24. 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
25. 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
26. 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
27. 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

28. 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
29. 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
30. 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
31. 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
32. 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
33. 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
34. 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
35. 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
36. 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

37. 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
38. 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
39. 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
40. 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
41. 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
42. 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
43. 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
44. 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
45. 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

46. 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
47. 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
48. 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
49. 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
50. 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
51. 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
52. 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
53. 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
54. 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

55. 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
56. 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
57. 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
58. 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
59. 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
60. 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
61. 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
62. 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
63. 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

64. 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
65. 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
66. 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
67. 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
68. 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
69. 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
70. 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
71. 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
72. 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

73. 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
74. 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
75. 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
76. 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
77. 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
78. 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
79. 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
80. 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
81. 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

82. 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
83. 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
84. 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
85. 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
86. 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 AlixPartners Restructuring, Inc. as the monitor (in such capacity, the “**Monitor**”) of 6511 Sussex, with certain enhanced powers.

B. Pursuant to an Order dated July 27, 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].

ALIXPARTNERS 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

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	CB1477147
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471138
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477082
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477098
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1477102

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.

Schedule “G” – Form of Notice Letter

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENT

**NOTICE LETTER FOR THE PARKING STALL AND STORAGE INTEREST
IDENTIFICATION AND RESOLUTION PROCESS**

**RE: NOTICE OF PARKING STALL AND STORAGE INTEREST IDENTIFICATION
AND RESOLUTION PROCESS AND CLAIMS BAR DATE**

This notice is being published pursuant to an Order of the Supreme Court of British Columbia dated July 27, 2026 (the “**RVO**”), in 6511 Sussex Heights Development Ltd.’s (the “**Debtor**”) proceedings under the *Companies’ Creditors Arrangement Act* (Canada).

Pursuant to the RVO, AlixPartners Restructuring, Inc., in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of 6511 Sussex Heights Development Ltd. (the “**Debtor**”), has been authorized to conduct an interest identification and resolution procedure (the “**Parking Stall and Storage Interest Identification and Resolution Process**”) with respect to any asserted title to, interest in, or valid claim to, (i) the parking stalls located within the parkade of the development known as “Highline” (the “**Development**”) and described in Schedule “A” to the Instruction Letter as being owned by the Debtor (collectively, the “**6511 Sussex Parking Stalls**”) and (ii) the storage lockers located within the Development and described in Schedule “A” to the Instruction Letter as being owned by the Debtor (collectively, the “**6511 Sussex Storage Lockers**”). Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the RVO.

The RVO, the Notice of Dispute and related materials may be accessed from the Monitor’s Website at: <https://www.ksvadvisory.com/experience/case/highline-and-minoru>.

I. SUBMISSION OF A NOTICE OF DISPUTE

All Persons that believe that they have title to, an interest in, or a valid claim to any of the 6511 Sussex Parking Stalls and/or any of the 6511 Sussex Storage Lockers, **MUST** deliver a Notice of Dispute to the Monitor at the address indicated below, together with all supporting documentation in respect of their asserted title to, interest in, or valid claim to the applicable 6511 Sussex Parking Stall(s) and/or 6511 Sussex Storage Locker(s). All Notices of Dispute must be actually received by the Monitor **before 5:00 p.m. (Pacific Time) on September 18, 2026** (as may be amended, the "**Bar Date**").

EACH 6511 SUSSEX PARKING STALL AND 6511 SUSSEX STORAGE LOCKER IN RESPECT OF WHICH NO NOTICE OF DISPUTE IS FILED WITH THE MONITOR PRIOR TO 5:00 P.M. (PACIFIC TIME) ON THE BAR DATE WILL BE AND WILL BE DEEMED TO HAVE BEEN THE PROPERTY, AND A RETAINED ASSET, OF THE DEBTOR.

All Persons that do not assert title to, an interest in, or a valid claim to, any of the 6511 Sussex Parking Stalls or any of the 6511 Sussex Storage Lockers, are not required to take any further action or to deliver a Notice of Dispute to the Monitor.

II. MONITOR CONTACT INFORMATION

The Monitor can be contacted at the following address to request a Notice of Dispute or for any other notices or enquiries with respect to the Parking Stall and Storage Interest Identification and Resolution Process:

AlixPartners Restructuring, Inc., in its capacity as Monitor of 6511 Sussex Heights Development Ltd.
Suite 1165, 324 – 8th Avenue SW
Box 129 Calgary, Alberta T2P 2Z2

Phone: [●]

Email: [●]

Schedule “H” - Form of Instruction Letter

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENT

**INSTRUCTION LETTER FOR THE PARKING STALL AND STORAGE INTEREST
IDENTIFICATION AND RESOLUTION PROCESS**

**I. PARKING STALL AND STORAGE INTEREST IDENTIFICATION AND
RESOLUTION PROCESS**

By Order of the Supreme Court of British Columbia dated July 27, 2026 (the “**RVO**”), AlixPartners Restructuring, Inc., in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of 6511 Sussex Heights Development Ltd. (the “**Debtor**”), has been authorized to conduct an interest identification and resolution procedure (the “**Parking Stall and Storage Interest Identification and Resolution Process**”) with respect to any asserted title to, interest in, or valid claim to, (i) the parking stalls located within the parkade of the development known as “Highline” (the “**Development**”) and described in Schedule “A” to the Instruction Letter as being owned by the Debtor (collectively, the “**6511 Sussex Parking Stalls**”) and (ii) the storage lockers located within the Development and described in Schedule “A” to the Instruction Letter as being owned by the Debtor (collectively, the “**6511 Sussex Storage Lockers**”)

Unless otherwise defined, all capitalized terms used herein shall have the respective meanings ascribed to them in the RVO. The RVO, the Notice of Dispute and related materials may be accessed from the Monitor’s Website at: <https://www.ksvadvisory.com/experience/case/highline-and-minoru>.

This letter provides instructions for completing a Notice of Dispute. Reference should be made to the RVO for a complete description of the Parking Stall and Storage Interest Identification and Resolution Process. The Parking Stall and Storage Interest Identification and Resolution Process is intended for any Person that asserts title to, an interest in, or a valid claim to any of the 6511 Sussex Parking Stalls and/or any of the 6511 Sussex Storage Lockers.

All Notices of Dispute and enquiries with respect to the Parking Stall and Storage Interest Identification and Resolution Process should be addressed to:

AlixPartners Restructuring, Inc., in its capacity as Monitor of 6511 Sussex Heights Development Ltd.
Suite 1165, 324 – 8th Avenue SW
Box 129 Calgary, Alberta T2P 2Z2

Phone: [●]

Email: [●]

II. SUBMITTING A NOTICE OF DISPUTE

If you believe that you have title to, an interest in, or a valid claim to any of the 6511 Sussex Parking Stalls and/or any of the 6511 Sussex Storage Lockers, you **MUST** deliver a Notice of Dispute to the Monitor at the address indicated above, together with all supporting documentation in respect of your asserted title to, interest in, or valid claim to the applicable 6511 Sussex Parking Stall(s) and/or 6511 Sussex Storage Locker(s). All Notices of Dispute must be actually received by the Monitor **before 5:00 p.m. (Pacific Time) on September 18, 2026** (as may be amended, the “**Bar Date**”).

EACH 6511 SUSSEX PARKING STALL AND 6511 SUSSEX STORAGE LOCKER IN RESPECT OF WHICH NO NOTICE OF DISPUTE IS FILED WITH THE MONITOR PRIOR TO 5:00 P.M. (PACIFIC TIME) ON THE BAR DATE WILL BE AND WILL BE DEEMED TO HAVE BEEN THE PROPERTY, AND A RETAINED ASSET, OF THE DEBTOR.

If you do not assert title to, an interest in, or a valid claim to, any of the 6511 Sussex Parking Stalls or any of 6511 Sussex Storage Lockers, you are not required to take any further action or to deliver a Notice of Dispute to the Monitor.

Schedule "A" to Instruction Letter

See attached.

Schedule "I" - Form of Notice of Dispute

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENT

NOTICE OF DISPUTE

Capitalized terms not defined herein have the meanings ascribed to them in the Order of the Supreme Court of British Columbia dated July 27, 2026 (the "**RVO**"), in 6511 Sussex Heights Development Ltd.'s (the "**Debtor**") proceedings under the *Companies' Creditors Arrangement Act* (Canada).

I. PARTICULARS OF STRATA OWNER

Full Legal Name of Strata Owner:

Full Mailing Address of Strata Owner: _____

Strata Lot Number Owned by Strata Owner: _____

Telephone Number: _____

Email Address: _____

Attention (Contact Person): _____

Have you acquired the 6511 Sussex Parking Stall(s) or 6511 Sussex Storage Locker(s) by assignment?

Yes: ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Strata Owner: _____

II. DISPUTE

The Strata Owner has received the RVO and the Instruction Letter, including the list of 6511 Sussex Parking Stalls and the 6511 Sussex Storage Lockers included in Schedule "A" thereto and hereby asserts title to, an interest in, or a valid claim to the following 6511 Sussex Parking Stall(s) and/or 6511 Sussex Storage Lockers:

6511 Sussex Parking Stall Number(s)	Nature of Title, Interest or Claim
6511 Sussex Storage Locker Number(s)	Nature of Title, Interest or Claim

III. REASONS FOR THE NOTICE OF DISPUTE

Provide full particulars below as to the basis for the Strata Owner's asserted title to, interest in, or valid claim to the above-noted 6511 Sussex Parking Stall(s) and/or 6511 Sussex Storage Locker(s), and provide all supporting documentation related thereto. This includes, without limitation, a detailed explanation of the asserted title to, interest in, or valid claim to the above-noted 6511 Sussex Parking Stall(s) and/or 6511 Sussex Storage Locker(s), and any assignment agreements, correspondence with the Debtor or Third Parking Corp. (or their respective representatives), or other evidence of your asserted title to, interest in, or valid claim to such 6511 Sussex Parking Stall(s) and/or 6511 Sussex Storage Locker(s). The particulars provided must support the Strata Owner's asserted title to, interest in, or valid claim to the 6511 Sussex Parking Stall(s) and/or 6511 Sussex Storage Locker(s) identified in the table above.

DATED this _____ day of _____, 2026.

Signature of Strata Owner or its Authorized
Signatory

If you believe that you have title to, an interest in, or a valid claim to any of the 6511 Sussex Parking Stalls and/or any of the 6511 Sussex Storage Lockers, you **MUST** deliver this Notice of Dispute to the Monitor at the address indicated below, together with all supporting documentation in respect of your asserted title to, interest in, or valid claim to the applicable 6511 Sussex Parking Stall(s) and/or 6511 Sussex Storage Locker(s). All Notices of Dispute must be actually received by the Monitor **before 5:00 p.m. (Pacific Time) on September 18, 2026** (as may be amended, the “**Bar Date**”).

This Notice of Dispute must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

AlixPartners Restructuring, Inc., in its capacity as Monitor of 6511 Sussex Heights
Development Ltd.
Suite 1165, 324 – 8th Avenue SW
Box 129 Calgary, Alberta T2P 2Z2

Phone: [●]

Email: [●]

EACH 6511 SUSSEX PARKING STALL AND 6511 SUSSEX STORAGE LOCKER IN RESPECT OF WHICH NO NOTICE OF DISPUTE IS FILED WITH THE MONITOR PRIOR TO 5:00 P.M. (PACIFIC TIME) ON THE BAR DATE WILL BE AND WILL BE DEEMED TO HAVE BEEN THE PROPERTY, AND A RETAINED ASSET, OF THE DEBTOR.

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