

SUPREME COURT  
BRITISH COLUMBIA  
VANCOUVER REGISTRY

DEC 19 2025

ENTERED



No. S-250121  
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

LUMINA ECLIPSE LIMITED PARTNERSHIP

BETA VIEW HOMES LTD.

LUMINA ECLIPSE GP LTD.

and

D-THIND DEVELOPMENT BETA LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

**LIEN REGULARIZATION AND CLAIMS REVIEW ORDER**

BEFORE THE HONOURABLE )  
JUSTICE MASUHARA ) 19/Dec/2025  
 )

**ON THE APPLICATION** of KSV Restructuring Inc., in its capacity as Court-appointed Monitor (in such capacity, the “Monitor”) of Lumina Eclipse Limited Partnership, Beta View Homes Ltd., Lumina Eclipse GP Ltd. and D-Thind Development Beta Ltd. (collectively, the “Debtors”), coming on for hearing at Vancouver, British Columbia on the 19<sup>th</sup> day of December, 2025; **AND ON HEARING** Joshua Foster, counsel for the Monitor, and those other counsel listed on Schedule “A” hereto; **AND UPON READING** the Third Amended and Restated Initial Order of this Court dated as of the date hereof (as may be amended or amended and restated from time to time, the “ARIO”), and the materials filed, including the Fifth Report of the Monitor dated December 8, 2025;

**THIS COURT ORDERS AND DECLARES THAT:**

**NOTICE & DEFINITIONS**

1. 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.
2. For the purposes of this Order, in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:
  - (a) **“Agreement”** has the meaning set out in paragraph 12 of this Order;
  - (b) **“Asserting Lien Claimant”** has the meaning set out in paragraph 9 of this Order;
  - (c) **“BIA”** means the *Bankruptcy and Insolvency Act* (Canada), as amended;
  - (d) **“BLA”** means the *Builders Lien Act* (British Columbia), as in force in relation to the Eclipse Project;
  - (e) **“Business Day”** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Vancouver, British Columbia;
  - (f) **“Charges”** has the meaning set out in the ARIQ;
  - (g) **“Court”** means the Supreme Court of British Columbia;
  - (h) **“Eclipse Project”** means the 34-story development known as “Lumina Eclipse” located on the Lands;
  - (i) **“Filing Date”** means January 8, 2025;
  - (j) **“Holdback”** means the amount required to be held back under the BLA, provided that “Holdback” shall exclude: (i) the Post-Filing Holdback Amount and any other funds held by any of the Debtors or the Monitor or its counsel, for and on behalf of the Debtors (or any of them), pursuant to the BLA; and (ii) any holdback arising under or pursuant to the SPA;
  - (k) **“Improvement”** has the meaning ascribed to “improvement” in the BLA;
  - (l) **“Information Request”** has the meaning set out in paragraph 8 of this Order;
  - (m) **“Lands”** means the lands upon which the Eclipse Project is being constructed, as legally described in Schedule “B” hereto;
  - (n) **“Lien Charge”** has the meaning set out in paragraph 10 of this Order;
  - (o) **“Lien Claims”** means the right of any Person to assert or claim a lien under the BLA in respect of the performance or provision of Work for, or the supply of

materials and/or services to, the Eclipse Project, or any combination thereof, including, without limitation, any claim of lien asserted pursuant to subsections 2(1) and 4(9) of the BLA;

- (p) **“Lien Claimant”** means any Person having a Lien Claim under the BLA;
- (q) **“Lien Notice”** has the meaning set out in paragraph 9 of this Order;
- (r) **“Lien Security”** means any bond, cash or other security posted in respect of a Vacated Lien;
- (s) **“Material”** has the meaning ascribed to “material” in the BLA;
- (t) **“Operator”** has the meaning ascribed to “operator” in the BLA;
- (u) **“Owner”** means Lumina Eclipse Limited Partnership;
- (v) **“Person”** means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other corporate, executive, legislative, judicial, regulatory or administrative entity howsoever designated or constituted, including, without limitation, any present or former shareholder, supplier, customer, employee, agent, client, contractor, lender, lessor, landlord, sub-landlord, tenant, sub-tenant, licensor, licensee, partner or advisor;
- (w) **“Post-Filing Holdback Amount”** means the aggregate amount required to be held back by any of the Debtors pursuant to the BLA in respect of Work performed or provided for, or materials and/or services supplied to, the Eclipse Project from and after the Filing Date;
- (x) **“Post-Filing Lien Claim”** means a Lien Claim in respect of the performance or provision of Work for, or the supply of materials and/or services to, the Eclipse Project from and after the Filing Date, or any combination thereof;
- (y) **“Pre-Filing Lien Claim”** means a Lien Claim in respect of the performance or provision of Work for, or the supply of materials and/or services to, the Eclipse Project prior to the Filing Date, or any combination thereof;
- (z) **“Preserved Lien Claim”** has the meaning set out in paragraph 4 of this Order;
- (aa) **“Preserved Lien Claimant”** has the meaning set out in paragraph 4 of this Order;
- (bb) **“Property”** has the meaning set out in the ARIQ;
- (cc) **“SPA”** means the *Strata Property Act* (British Columbia), as amended;
- (dd) **“Vacated Lien”** means a lien that has been vacated from title to the Lands by the posting of security either privately or pursuant to the BLA; and

(ee) “Work” has the meaning ascribed to “work” in the BLA.

## STAY OF LIEN CLAIMS

3. Except as may be specifically contemplated by this Order, no Person shall be permitted to serve or register Lien Claims, or to otherwise preserve or perfect a lien under the BLA with respect to the Eclipse Project, and any Lien Claim in respect of the Eclipse Project and any related action or proceeding be and is hereby stayed, and any Person seeking to serve or enforce such a Lien Claim shall be required to follow the procedures, and to seek the rights and remedies, set out in this Order.

## LIENS ON THE ECLIPSE PROJECT

4. Any Lien Claim preserved by any Person prior to the date of this Order in respect of the Eclipse Project (each, a “**Preserved Lien Claim**” and the holder thereof, a “**Preserved Lien Claimant**”), and which is not a Vacated Lien as of the date of this Order, be and is hereby cancelled and vacated, provided that any Preserved Lien Claimant having such a Preserved Lien Claim shall be deemed to have provided the Lien Notice referred to in paragraph 9 of this Order on the date of preservation of such Preserved Lien Claim, and shall, subject to paragraphs 10, 14 and 16 of this Order, be entitled to the Lien Charge.
5. Upon presentation in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, the British Columbia Registrar of Land Titles is hereby directed, to discharge, release, delete, expunge and cancel from title to the Lands all Lien Claims and any corresponding Certificates of Pending Litigation, including, without limitation, those Preserved Lien Clams and Certificates of Pending Litigation listed on Schedule “C” hereto, and any Lien Claims and corresponding Certificates of Pending Litigation filed on or after the date hereof in contravention of this Order and the ARIQ.
6. Any Person having a Vacated Lien as of the date of this Order shall be deemed to have provided the Lien Notice referred to in paragraph 9 of this Order on the date of registration of such Lien Claim, and shall, subject to paragraphs 10, 14 and 16 of this Order, also be entitled to the Lien Charge, provided that all Lien Claimants shall have the right to share in any Lien Security posted for any Vacated Lien in accordance with the BLA.
7. Subject to paragraphs 14 and 16 of this Order, any requirements for any Preserved Lien Claims to be perfected or set down for trial pursuant to the BLA from and after the date of this Order are hereby deemed to have been complied with.
8. Any request for information to the Debtors (or any of them) or the Monitor pursuant to the BLA, including, without limitation, any request pursuant to section 41 of the BLA and any outstanding request as of the date hereof (each, an “**Information Request**”), is hereby stayed pursuant to the terms of this Order, provided that the Monitor may provide any information in respect of an Information Request, or other request for information, as the Monitor deems appropriate.

## TREATMENT OF LIEN CLAIMS

9. Unless deemed to have delivered a Lien Notice in accordance with this Order, any Person who wishes to assert a Lien Claim (each, an “**Asserting Lien Claimant**”) in respect of the Eclipse Project, whether a Pre-Filing Lien Claim or a Post-Filing Lien Claim, shall deliver by email a notice in the form attached as Schedule “D” hereto (the “**Lien Notice**”) to the Monitor’s attention in accordance with paragraph 18 of this Order within the time frame prescribed by the BLA to preserve their Lien Claim in respect of the Eclipse Project and/or the Post-Filing Holdback Amount. Subject to paragraphs 14 and 16 of this Order, by delivery of the Lien Notice in accordance with this Order, the Asserting Lien Claimant shall be deemed to have preserved and perfected its Lien Claim. For the purposes of this Order, any Preserved Lien Claimant shall be deemed to be an Asserting Lien Claimant that has delivered a Lien Notice in accordance with this paragraph 9.
10. An Asserting Lien Claimant, upon delivering or being deemed to have delivered a Lien Notice in accordance with this Order, be and is hereby granted a charge (the “**Lien Charge**”) against the Eclipse Project where its Lien Claim is a Pre-Filing Lien Claim, or against the Eclipse Project and the Post-Filing Holdback Amount where its Lien Claim is a Post-Filing Lien Claim, in each case, equivalent to, and only to the extent of, any security granted in respect of such Lien Claim under the BLA, and in all cases subject to the quantification and verification of all such Lien Notices, the Lien Claims set out therein and the Lien Charge in accordance with paragraph 14 of this Order. Without limiting the generality of and subject to the foregoing, a Lien Charge shall attach to the following: (i) in the case of a Pre-Filing Lien Claim, any property of the Debtors other than the Post-Filing Holdback that, pursuant to the BLA, would be subject to a lien, charge or encumbrance securing the Asserting Lien Claimant’s underlying Pre-Filing Lien Claim secured by such Lien Charge; (ii) in the case of a Post-Filing Lien Claim, any property of the Debtors and any Post-Filing Holdback Amount that, pursuant to the BLA, would be subject to a lien, charge or encumbrance securing the Asserting Lien Claimant’s underlying Post-Filing Lien Claim secured by such Lien Charge; (iii) any Holdback against which the Asserting Lien Claimant’s Lien Claim described in the Lien Notice would otherwise have a lien, charge or encumbrance pursuant to, and solely to the extent of, the BLA; and (iv) any rights (if any) under any applicable Lien Security pursuant to, and solely to the extent of, the BLA. For greater certainty, a Lien Charge shall not attach to the Post-Filing Holdback Amount or any property of any Debtor or other Person, or attach to any rights in any Lien Security, unless such property or Lien Security would otherwise have been charged with or subject to the lien, charge or encumbrance underlying such Lien Claim pursuant to the BLA.
11. Subject to paragraphs 14 and 16 of this Order, a Lien Charge shall (i) with respect to other Lien Charges arising pursuant to paragraph 10 of this Order in respect of the Eclipse Project, have a priority equal to the priority granted to and among Lien Claims under the BLA, (ii) rank subordinate to the Charges, and (iii) have such priority with respect to other creditors of the Debtors as is accorded to Lien Claims under the BLA and the federal laws of Canada applicable in British Columbia.

12. The Lien Charges created by this Order shall not be rendered invalid or unenforceable, and the rights and remedies of any Asserting Lien Claimants entitled to the benefit of a Lien Charge shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings; (ii) any application(s) for bankruptcy or receivership order(s) issued in respect of any of the Debtors pursuant to the BIA or other applicable legislation, or any bankruptcy or receivership order made pursuant to any such applications; (iii) the filing of any assignments for the general benefit of creditors made by any of the Debtors pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan document, lease, sublease, offer to lease or other agreement (each, an “**Agreement**”) which binds the Monitor or any of the Debtors, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of any Lien Charge shall neither create nor be deemed to constitute a breach by the Monitor or any of the Debtors of any Agreement to which it is a party;
- (b) the granting of any Lien Charge, does not and will not constitute a preference, fraudulent conveyance, transfer at undervalue, oppressive conduct, or other challengeable or voidable transaction under any applicable law; and
- (c) any Lien Charge shall be enforceable in any bankruptcy or receivership proceedings of any Debtor with the same priority as set out in paragraph 11 of this Order as against the property secured by the Lien Charge.

#### **PROCEDURAL MATTERS AND REVIEW OF LIEN NOTICES**

13. Without limiting the generality of paragraphs 32-35 of the ARIO, all Persons shall be required to cooperate with the Monitor in carrying out the terms of this Order, and shall be required to share information with the Monitor in connection with any Lien Claim.

14. The Monitor is hereby authorized to:

- (a) use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed;
- (b) review each Lien Notice, including, without limitation, the validity and timeliness of any Lien Claim set out in any Lien Notice, the validity and quantum of the amounts of any Lien Claim set out in any Lien Notice, the entitlement of any Asserting Lien Claimant to a Lien Charge under this Order, and the attachment, quantum or priority of any Lien Charge under this Order;
- (c) demand further documentation, information or particulars from any Lien Claimant in connection with any Lien Claim, including, without limitation, as may be necessary or appropriate to assist in the exercise of the Monitor’s powers under paragraph 14(b) of this Order, and any such Lien Claimant shall provide such documentation, information and/or written particulars with respect to such Lien Claim within five (5) Business Days of delivery of a demand for same by the Monitor, or such further period of time as the Monitor may agree to;

- (d) assert and enforce any and all rights, remedies and defences in respect of the Lien Claim of any Lien Claimant, including for and on behalf of the Debtors (or any of them), which may be available to the Monitor or the Debtors (or any of them) under the BLA or otherwise at law, provided that the failure to do so shall not constitute a waiver or release by the Debtors (or any of them) of any such claim that the Debtors (or any of them) may have against such Lien Claimant;
- (e) with the consent of KingSett Mortgage Corporation, consensually resolve any dispute regarding the validity or timeliness of any Lien Claim set out in any Lien Notice, the validity and quantum of the amounts of any Lien Claim set out in any Lien Notice, the entitlement of any Asserting Lien Claimant to a Lien Charge under this Order, and the attachment, quantum or priority of any Lien Charge under this Order;
- (f) by notice in writing to the relevant Lien Claimant and with the consent of KingSett Mortgage Corporation, accept (in whole or in part) a Lien Claim asserted in a Lien Notice; and
- (g) by notice in writing to the relevant Lien Claimant, dispute (in whole or in part) a Lien Claim asserted in a Lien Notice and refer such Lien Claim, including the validity and quantum of the amounts set out in the applicable Lien Notice, the entitlement of any Asserting Lien Claimant to a Lien Charge under this Order, and the attachment, quantum or priority of any Lien Charge under this Order, to this Court for determination.

15. Subject in all respects to the stay of proceedings set out in the ARIO, as such stay may be extended from time to time, nothing in this Order shall affect:

- (a) the rights of any Person under the BLA with respect to any non-lien claims for damages or delay;
- (b) with respect to a Vacated Lien, the rights under or recourse of any Persons under the BLA to the Lien Security posted with respect to such Vacated Lien; or
- (c) the rights under or recourse of any Persons under the BLA to any Holdback.

16. Notwithstanding any other provision of this Order, neither the delivery or deemed delivery of a Lien Notice or the granting of a Lien Charge pursuant to this Order shall or shall be deemed to: (i) confer any rights or entitlements to any Lien Claimant that would not otherwise be available to such Lien Claimant under the BLA; (ii) preserve or perfect the Lien Claim of any Lien Claimant that such Lien Claimant failed to preserve or perfect prior to the date of this Order in accordance with, and as required by, the BLA; or (iii) grant a Lien Charge against any Post-Filing Holdback Amount securing any Pre-Filing Lien Claim.

## MONITOR'S PROTECTIONS

17. In performing its duties and obligations under this Order and taking such other actions and fulfilling such other duties or obligations incidental thereto, the Monitor shall: (i) have all of the protections afforded to it by the *Companies' Creditors Arrangement Act* (Canada), the ARIO 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 ARIO; (ii) incur no liability or obligation other than in respect of gross negligence or wilful misconduct on its part, as determined pursuant to a final order of this Court that is not subject to appeal or other review and in respect of which all rights to seek any such appeal or other review shall have expired; (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) or any Lien Claimant, 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 the Debtors (or any of them) or any Lien Claimant, except to the extent that the Monitor has acted with gross negligence or wilful misconduct, as determined pursuant to a final order of this Court that is not subject to appeal or other review and in respect of which all rights to seek any such appeal or other review shall have expired.

## NOTICE AND COMMUNICATION

18. Except as set out in this Order, any notice or other communication to be given under this Order by the Monitor to a Lien Claimant shall be given in accordance with paragraph 52 of the ARIO, provided that, for greater certainty, the Monitor may provide any notice or communication to a Lien Claimant by e-mail where the e-mail addresses of the Lien Claimant and/or its counsel are known by the Monitor.
19. Any notice or other communication (including, without limitation, Lien Notices) to be given under this Order by a Lien Claimant to the Monitor shall be in writing and, where applicable, substantially in the form provided for in this Order and will be sufficiently given only if given in the following manner: to the Monitor's attention: at [jknight@ksvadvisory.com](mailto:jknight@ksvadvisory.com) and [mshah@ksvadvisory.com](mailto:mshah@ksvadvisory.com), with a copy to Bennett Jones LLP, counsel to the Monitor, at [froha@bennettjones.com](mailto:froha@bennettjones.com) and [fosterj@bennettjones.com](mailto:fosterj@bennettjones.com). Any such notice or communication delivered by a Lien Claimant shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day.

## GENERAL

20. 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.
21. **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.

22. 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 Emma Arnold-Fyfe  
 Party  Lawyer for the Monitor

BY THE COURT

REGISTRAR



**Schedule "A" – List of Counsel**

**Schedule "B" – Legal Description of the Lands**

Parcel Identifier: 030-169-747

LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN  
EPP67029

**Schedule "C" – Lien Claims and Certificates of Pending Litigation to be Deleted/Expunged  
From Title to the Lands**

<b>Registered Owner(S)</b>	<b>Nature of Interest(S)</b>	<b>Registration Number</b>
SHEZMIN KURSHID ALAM KHAN	CLAIM OF BUILDERS LIEN	HB9235
CLEARBROOK IRON WORKS LTD.	CLAIM OF BUILDERS LIEN	CB1690183
MEGA CRANES LTD	CLAIM OF BUILDERS LIEN	BB1552360
SUPER SAVE FENCE RENTALS INC.	CLAIM OF BUILDERS LIEN	CB1730467
BOXX MODULAR LP	CLAIM OF BUILDERS LIEN	CB1796781
AVI MASONRY LTD.	CLAIM OF BUILDERS LIEN	CB1824318
RAM GEOTECHNICAL ENGINEERING LTD.	CLAIM OF BUILDERS LIEN	HB10643
GROUP SECURITY SERVICES LTD.	CLAIM OF BUILDERS LIEN	CB1884086
GROUP SECURITY SERVICES LTD.	CLAIM OF BUILDERS LIEN	CB1884087
HAN APPLIANCES & REFRIGERATION LTD.	CLAIM OF BUILDERS LIEN	CB2056681
MIDLAND APPLIANCE LTD.	CLAIM OF BUILDERS LIEN	CB2186190
CLEARBROOK IRON WORKS LTD.	CERTIFICATE OF PENDING LITIGATION	CB2342875
MEGA CRANE LTD.	CERTIFICATE OF PENDING LITIGATION	CB2360491
RIGHT TOUCH CONSTRUCTION LTD.	CLAIM OF BUILDERS LIEN	CB2489992

### **Schedule “D” – Form of Lien Notice**

Capitalized terms used and not otherwise defined herein have the respective meaning ascribed to them in the Lien Regularization and Claims Review Order granted by the Supreme Court of British Columbia (the “Court”) on December 19, 2025 (the “LRO”).

The LRO may be accessed from the following website maintained by KSV Restructuring Inc., in its capacity as the Court-appointed monitor of Lumina Eclipse Limited Partnership, Beta View Homes Ltd., Lumina Eclipse GP Ltd. and D-Thind Development Beta Ltd. (collectively, the “Debtors”): <https://www.ksvadvisory.com/experience/case/beta-view-homes>. Reference should be made to the LRO in connection with the completion and submission of this Lien Notice.

**Please be advised that, pursuant to the LRO, no Person is permitted to serve or register Lien Claims, or to otherwise preserve or perfect a lien under the *Builders Lien Act* (British Columbia) with respect to the Eclipse Project, except as expressly contemplated by the LRO. Rather, all Persons must comply with the provisions of the LRO to preserve or perfect a lien under the *Builders Lien Act* (British Columbia).**

Name of Lien Claimant: \_\_\_\_\_

Address for Service: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person to whom Lien Claimant supplied services or materials:

Time within which services or materials were supplied prior to January 8, 2025 (if at all):

From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_ (date supply commenced) \_\_\_\_\_ (date of most recent supply)

Time within which services or materials were supplied on or after the January 8, 2025 (if at all):

From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_ (date supply commenced) \_\_\_\_\_ (date of most recent supply)

Short description of services or materials that have been supplied:

\_\_\_\_\_

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Contract price or subcontract price: \$ \_\_\_\_\_

Amount claimed as owing in respect of services or \$ \_\_\_\_\_  
materials supplied prior to January 8, 2025 (if any) and  
which are capable of being subject to a Lien Claim:

Amount claimed as owing in respect of services or \$ \_\_\_\_\_  
materials that have been supplied on or after January 8,  
2025 (if any) and which are capable of being subject to a  
Lien Claim:

(Use **A** where the lien has attached to the Lands; use **B** where the lien has not attached to the Lands and the Lien Claim is a Pre-Filing Lien Claim; and use **C** where the lien has not attached to Lands and the Lien Claim is a Post-Filing Lien Claim).

- A. The Lien Claimant (if claimant is a personal representative or an assignee, this must be stated) asserts a Lien Claim against the Eclipse Project.
- B. The Lien Claimant (if claimant is a personal representative or an assignee, this must be stated) claims a charge against the holdbacks required to be retained under the *Builders Lien Act* (British Columbia) prior to January 8, 2025 and any additional amount owed by a payer to the contractor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the Lien Claimant in relation to the Eclipse Project.
- C. The Lien Claimant (if claimant is a personal representative or an assignee, this must be stated) claims a charge against the holdbacks required to be retained under the *Builders Lien Act* (British Columbia) on or after January 8, 2025, and any additional amount owed by a payer to the contractor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the Lien Claimant in relation to the Eclipse Project.

**[LIEN CLAIMANT]**

Per:

\_\_\_\_\_  
[Name]  
[Title]

I have authority to bind the corporation

No. S-250121  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH  
COLUMBIA

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

**BETWEEN:**

**KINGSETT MORTGAGE CORPORATION**

**PETITIONER**

**AND**

**LUMINA ECLIPSE LIMITED PARTNERSHIP**

**BETA VIEW HOMES LTD.**

**LUMINA ECLIPSE GP LTD.**

**and**

**D-THIND DEVELOPMENT BETA LTD.**

**RESPONDENTS**

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**ORDER MADE AFTER APPLICATION**

**LIEN REGULARIZATION AND CLAIMS  
REVIEW ORDER**

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

Tel No.: (604) 891-7500