



This is the second affidavit of
Daniel Pollack in this case and
was made on December 9, 2025

No. S-250121
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

LUMINA ECLIPSE LIMITED PARTNERSHIP

BETA VIEW HOMES LTD.

and

LUMINA ECLIPSE GP LTD.

RESPONDENTS

AFFIDAVIT

I, Daniel Pollack, of Toronto, in the Province of Ontario, Executive Director, SWEAR THAT:

1. I am an Executive Director, Loan & Portfolio Management at KingSett Capital. KingSett Mortgage Corporation ("**KingSett**") is a subsidiary of KingSett Capital, the Petitioner in this proceeding, and as such I have personal knowledge of the matters deposed to in this affidavit, except where I depose to a matter based on information from an informant I identify, in which case I believe that both the information from the informant and the resulting statement are true.
2. This affidavit is made in support of the orders and declarations sought by KingSett in its Application filed in this proceeding, including an order that Beta View Homes Ltd. (the

“Nominee”), Lumina Eclipse Limited Partnership (the “**Limited Partnership**”) and Lumina Eclipse GP Ltd. (the “**General Partner**”, together with the Nominee and the Limited Partnership, the “**Borrowers**”) are indebted to KingSett as of December 8, 2025 as follows:

- (a) \$136,787,820.60 with respect to the principal amount due and owing with respect to the First Mortgage Loan (as defined below), including accrued interest, late interest charges, and discharge fees;
- (b) \$60,503,538.83 with respect to the principal amount due and owing with respect to Facility 1 (as defined below) of the Second Mortgage Loan (as defined below), including accrued interest, late interest charges, discharge fees, and site visit expenses;
- (c) \$18,617,243.54 with respect to the principal amount due and owing with respect to Facility 2 (as defined below) of the Second Mortgage Loan, including accrued interest, late interest charges, discharge fees, and site visit expenses;
- (d) \$9,661,580.30 with respect to the principal amount due and owing with respect to the Cash in Lieu of Letter of Credit (as defined below), including accrued interest and late interest charges; and
- (e) \$167,164.82 in legal fees incurred, with these fees continuing to accrue

for a total of \$225,737,348.09 (the “**Indebtedness**”) due and owing to KingSett. Interest and fees, including professional fees, continue to accrue. Interest is accruing at a rate of \$25,076.59 per day with respect to the First Mortgage Loan, \$21,492.59 per day with respect to the Facility 1 of the Second Mortgage Loan, \$10,160.01 per day with respect to the Facility 2 of the Second Mortgage Loan, and \$2,275.32 per day with respect to the Cash in Lieu Letter of Credit for a total of \$59,004.51 per day for all of the Indebtedness.

A. Loan Agreement and Loan Documents

The First Mortgage Loan

3. KingSett provided the Borrowers with a first mortgage loan in the amount of \$124,000,000 (the “**First Mortgage Loan**”) pursuant to the terms of a commitment letter dated April 28, 2021, as amended by a first amending agreement dated June 22, 2021, a second amending agreement dated July 5, 2022, a third amending agreement dated May 23, 2023, a fourth amending agreement dated June 22, 2023, and a fifth amending agreement dated March 5, 2024 (as may be further amended, restated, or supplemented from time to time, the “**First Mortgage Commitment Letter**”). The First Mortgage Commitment Letter is attached as **Exhibit “E”** to my first affidavit in these proceedings, sworn on January 6, 2025 (the “**Pollack Affidavit #1**”).

4. As security for the First Mortgage Loan, pursuant to the First Mortgage Commitment Letter, the Borrowers provided the following, among other things, in favour of KingSett:
 - (a) a general security agreement (the “**First GSA**”), dated June 30, 2021, attached as **Exhibit “G”** to Pollack Affidavit #1;

 - (b) a beneficial direction, acknowledgement, and security agreement (the “**First BSA**”), dated June 30, 2021, attached as **Exhibit “I”** to Pollack Affidavit #1; and

 - (c) a mortgage package (the “**First Mortgage Package**”) composed of the following charges registered against the lands owned by the Borrowers legally described as LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029, PID 030-169-747 (the “**Property**”):
 - i a mortgage in the principal amount of \$95,000,000 registered in the New Westminster Land Title Office (the “**LTO**”) as CA9151198, together with an assignment of rents registered in the LTO as CA9151199, both attached as **Exhibit “H”** to Pollack Affidavit #1;

 - ii a mortgage in the principal amount of \$110,000,000 registered in the LTO as CB685881 attached as **Exhibit “N”** to Pollack Affidavit #1; and

 - iii a mortgage in the principal amount of \$124,000,000 registered in the LTO as CB1229026 attached as **Exhibit “N”** to Pollack Affidavit #1.

(collectively, the “**First Mortgage Security**”).

5. A true copy of the LTO search results of the Property is attached as **Exhibit “A”** to this Affidavit.
6. KingSett has registered a financing statement with respect to the First GSA and the First BSA in the British Columbia Personal Property Registry (the “**PPR**”) under registration 065925N. PPR search results for the Borrowers are attached as **Exhibit “B”** to this Affidavit.

The Second Mortgage Loan

7. KingSett provided the Borrowers with a second mortgage loan in the amount of \$65,400,000 (the “**Second Mortgage Loan**”) pursuant to a commitment letter dated April 28, 2021, as amended by a first amending agreement dated June 22, 2021, a second amending agreement dated July 5, 2022, a third amending agreement dated May 23, 2023, a fourth amending agreement dated June 22, 2023, a fifth amending agreement dated March 5, 2024, and a sixth amending agreement dated July 5, 2024 (as may be further amended, restated, or supplemented from time to time, the “**Second Mortgage Commitment Letter**”). The Second Mortgage Loan is composed of two facilities, “**Facility 1**” in the amount of \$50,000,000 and “**Facility 2**” in the amount of \$15,400,000. The Second Mortgage Commitment Letter is attached to as **Exhibit “F”** to Pollack Affidavit #1.
8. As security for the Second Mortgage Loan, pursuant to the Second Mortgage Commitment Letter, the Borrowers provided the following, among other things, in favour of KingSett:
 - (a) a general security agreement (the “**Second GSA**”), dated June 30, 2021, attached as **Exhibit “J”** to Pollack Affidavit #1;
 - (b) a beneficial direction, acknowledgement, and security agreement (the “**Second BSA**”), dated June 30, 2021, attached as **Exhibit “L”** to Pollack Affidavit #1; and

(c) a mortgage package (the “**Second Mortgage Package**”) composed of the following charges registered against the Property:

- i. a mortgage in the principal amount of \$62,500,000 registered in LTO as CA9151200, together with an assignment of rents registered in the LTO as CA9151201, both attached as **Exhibit “K”** to Pollack Affidavit #1; and
- ii. a mortgage in the principal amount of \$70,000,000 registered in the LTO as CB1524901 attached as **Exhibit “N”** to Pollack Affidavit #1.

(collectively, the “**Second Mortgage Security**”).

9. KingSett has registered a financing statement with respect to the Second GSA and the Second BSA in the PPR under registration 065937N.

The Cash in Lieu of Letter of Credit

10. In addition to the First Mortgage Loan and the Second Mortgage Loan, in connection with the Property, the Borrowers obtained cash in lieu of certain letter of credit (the “**Cash in Lieu of Letter of Credit**”) commitments from the City of Burnaby in and around September 2024. These funds released from the City of Burnaby should have been used to pay down the indebtedness owed to KingSett at the time. However, these funds were used by the Respondents to fund additional costs that were not disclosed to or approved by KingSett, increasing KingSett’s exposure.

B. The Collateral Obligations

11. As detailed in my first affidavit, the Borrowers provided certain guarantees to KingSett in connection with the obligations of other related entities:
- (a) a guarantee in connection with the obligations of 6511 Sussex Heights Development Ltd. (the “**Highline Guarantee**”); and

- (b) a guarantee in connection with the obligations of Minoru Square Development Limited Partnership, together with Minoru View Homes Ltd. (the “**Minoru Guarantee**”).
12. As security for the Highline Guarantee, the Nominee provided a collateral mortgage package composed of a mortgage and an assignment of rents registered against the Property in the LTO as CB1229020 and CB1229021 on March 26, 2024 (the “**Highline Collateral Mortgage Package**”). CB1229020 is in the principal amount of \$176,500,000.
 13. As security for the Minoru Guarantee, the Nominee provided a collateral mortgage package composed of two mortgages registered against the Property in the LTO as CA9469147 and CA9774693 (the “**Minoru Collateral Mortgage Package**”). CA9469147 is in the principal amount of \$61,000,000 and CA9774693 is in the principal amount of \$80,000,000.
 14. Both the Highline Collateral Mortgage Package and the Minoru Collateral Mortgage Package are attached as **Exhibit “N”** to the First Pollack Affidavit.

C. The CCAA Proceedings

15. On January 8, 2025, as amended and restated on January 16, 2025 and April 16, 2025, this Court granted an order (the “**ARIO**”) to appoint KSV Restructuring Inc. (the “**Monitor**”) as monitor of the business and financial affairs of the Borrowers with the powers and obligations set out in the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36. A copy of the ARIO, as amended, is attached as **Exhibit “C”** to this Affidavit.
16. In connection with the proceedings, KingSett has provided additional funding to the Borrowers to finance their working capital requirements and other general corporate purposes and expenditures. As security for these funds provided, KingSett has been granted an Interim Lender’s Charge, as defined in the ARIO. As of December 8, 2025, the Borrowers are indebted to KingSett in the amount of \$9,076,188.14 in relation to the Interim Lender’s Charge. Interest continues to accrue at a rate of \$2,729.53 per day.

17. KingSett understands that the Monitor has obtained an Order of this Court to market and sell the Property.
18. In connection with the sale of the Property, KingSett is seeking a declaration that:
- (a) each of the charges comprising the First Mortgage Package is a valid charge against the Property;
 - (b) each of the charges comprising the Second Mortgage Package is a valid charge against the Property;
 - (c) each of the charges comprising the Minoru Collateral Mortgage Package is a valid charge against the Property;
 - (d) each of the charges comprising the Highline Collateral Mortgage Package is a valid charge against the Property;
 - (e) each of the First GSA, the First BSA, the Second GSA, and the Second BSA constitute a security interest perfected with respect to the Borrowers' personal property used in connection with the Property; and
 - (f) the Borrowers are liable to KingSett for the Indebtedness.

D. Borrowers' Indebtedness

19. As of the date this Affidavit was made, the Borrowers have not repaid the Indebtedness. A copy of the payout statements with respect to the Indebtedness and the Interim Lender's Charge dated December 8, 2025 is attached as **Exhibit "D"** to this Affidavit.

E. Additional Charges on the Property

20. The Property has several additional financial charges and liens registered against it, as described in the LTO search results of the Property attached as **Exhibit "A"** to this Affidavit.

21. The charges comprising the First Mortgage Package, the Second Mortgage Package, the Minoru Collateral Mortgage Package, and the Highline Collateral Mortgage Package are in priority to all other financial charges and liens registered against the property, with the exception of a mortgage and assignment rents against the Property in the LTO as CB9317 and CB9318, respectively (the “**Westmount Charges**”) on June 16, 2022 by Westmount West Services Inc. (“**Westmount**”).

The Westmount Charges

22. KingSett has acknowledged the subordination of certain of its mortgages to the Westmount Charges as a condition required by Aviva Insurance Company of Canada in connection with its issuance of home warranty insurance for the Property.
23. Pursuant to several priority agreements registered against the Property by Westmount, the Westmount Charges rank ahead of all charges comprising the Second Mortgage Package, the Minoru Collateral Mortgage Package, and the Highline Collateral Mortgage Package.
24. With respect to the First Mortgage Package, KingSett and Westmount entered into three subordination and standstill agreements setting out the priority of these mortgages vis-à-vis the Westmount Charges. I understand that these priority agreements are attached as **Exhibits “G”, “H”, and “I”** to the first affidavit of Mr. Tom Reeves in these proceedings, sworn on January 15, 2025.
25. On March 28, 2025, KingSett, the Borrowers, Westmount, and Aviva entered into an Acknowledgement and Agreement to confirm the priorities between KingSett and Westmount (the “**Acknowledgement**”). A copy of the Acknowledgement is attached as **Exhibit “E”** to this Affidavit.
26. Together, the Acknowledgement, the priority agreements, and the subordination and standstill agreements confirm that all KingSett mortgages, save and except for CB1229026 in favour of KingSett, are subordinate to the Westmount Charges.
27. Therefore, insofar as Westmount can prove to this Court that the Westmount Charges are valid charges against the Property, the Westmount Charges will have priority over the

First Mortgage Package (with the exception of CB1229026), the Second Mortgage Package, the Highline Collateral Mortgage Package, and the Minoru Collateral Mortgage Package.

F. Conclusions

28. I know of no facts which would constitute a defence to the claim or part of the claim of KingSett against the Borrowers for payment of the Indebtedness. The Indebtedness is fully due and owing and payable to KingSett and the Borrowers have failed or neglected, and continue to fail or neglect, to pay.
29. I acknowledge the solemnity of making a sworn statement/solemn declaration and acknowledge the consequences of making an untrue statement.
30. I was not physically present before the person before whom this affidavit was sworn or affirmed but was in that person's presence using video conferencing.

AFFIRMED BEFORE ME at Vancouver,)
British Columbia, on December 9, 2025)



Lucas Hodgson, Commissioner for taking
affidavits for British Columbia)



DANIEL POLLACK

LUCAS HODGSON
BARRISTER & SOLICITOR
Osler, Hoskin & Macdonald LLP
Suite 3000, Bentall Four
1055 Dunsmuir Street
Vancouver, BC V7X 1K8
TELEPHONE: 236.486.2848

This is Exhibit "A" referred to in the
Affidavit #2 of Daniel Pollack affirmed
before me at Vancouver, BC,
this 9th day of December 2025

A handwritten signature in blue ink, appearing to be "Yusef H.", written over a horizontal line.

A Commissioner/Notary Public for the
Province of British Columbia

TITLE SEARCH PRINT

File Reference: 1263037

002
2025-12-09, 09:51:50
Requestor: Andrea Hang****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

| | |
|--|--|
| Title Issued Under | SECTION 98 LAND TITLE ACT |
| Land Title District Land Title Office | NEW WESTMINSTER NEW WESTMINSTER |
| Title Number From Title Number | CA6087246 CA6040305 CA6087240 |
| Application Received | 2017-06-22 |
| Application Entered | 2017-06-30 |
| Registered Owner in Fee Simple Registered Owner/Mailing Address: | BETA VIEW HOMES LTD., INC.NO. BC0977271 700 - 4211 KINGSWAY BURNABY, BC V5H 1Z6 |
| Taxation Authority | Burnaby, City of |
| Description of Land Parcel Identifier: Legal Description: | 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029 |
| Legal Notations | HERETO IS ANNEXED EASEMENT CA4517694 OVER LOT 22 PLAN 3343 HERETO IS ANNEXED EASEMENT CA8624136 OVER PART OF LOT 1 PLAN EPP67029 SHOWN ON PLAN EPP105881 HERETO IS ANNEXED EASEMENT CA8624139 OVER PART OF LOT 1 PLAN EPP67029 SHOWN ON PLAN EPP105881 HERETO IS ANNEXED EASEMENT CA8624142 OVER PART OF LOT 1 PLAN EPP67029 SHOWN ON PLAN EPP105881 HERETO IS ANNEXED EASEMENT CA8624145 OVER PART OF LOT 1 PLAN EPP67029 SHOWN ON PLAN EPP105881 |

TITLE SEARCH PRINT

File Reference: 1263037

003
2025-12-09, 09:51:50
Requestor: Andrea Hang

Charges, Liens and Interests

Nature: STATUTORY RIGHT OF WAY
Registration Number: BY7530
Registration Date and Time: 1974-03-14 11:21
Registered Owner: DISTRICT OF BURNABY
Remarks: INTER ALIA
PLAN 45778 ANCILLARY RIGHTS
(PART FORMERLY PARCEL "N"
PLAN WITH FEE DEPOSITED 23023F
EXCEPT PARCEL ONE (REFERENCE PLAN 7460))
MODIFIED BY BY50530

Nature: STATUTORY RIGHT OF WAY
Registration Number: BY43815
Registration Date and Time: 1976-02-06 11:15
Registered Owner: DISTRICT OF BURNABY
Remarks: INTER ALIA
PLAN 48858
ANCILLARY RIGHTS

Nature: STATUTORY RIGHT OF WAY
Registration Number: BY50530
Registration Date and Time: 1976-05-26 11:29
Remarks: INTER ALIA
MODIFICATION OF BY7530

Nature: EASEMENT
Registration Number: CA4517693
Registration Date and Time: 2015-07-07 15:44
Remarks: INTER ALIA
APPURTENANT TO LOT 22 PLAN 3343

Nature: UNDERSURFACE AND OTHER EXC & RES
Registration Number: BB4100290
Registration Date and Time: 2017-06-22 16:53
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
SECTION 50 LAND ACT AND SECTION 35 COMMUNITY
CHARTER, SEE CA6087237
RIGHT OF RESUMPTION CANCELLED BY CA6087239
ON 2017-06-22
PART IN PLAN EPP67028

Nature: COVENANT
Registration Number: CA6087252
Registration Date and Time: 2017-06-22 16:53
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

TITLE SEARCH PRINT

File Reference: 1263037

004
2025-12-09, 09:51:50
Requestor: Andrea Hang

Nature: COVENANT
Registration Number: CA6087255
Registration Date and Time: 2017-06-22 16:53
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA6087263
Registration Date and Time: 2017-06-22 16:53
Registered Owner: CITY OF BURNABY

Nature: COVENANT
Registration Number: CA6087269
Registration Date and Time: 2017-06-22 16:53
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA6087271
Registration Date and Time: 2017-06-22 16:53
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA6087285
Registration Date and Time: 2017-06-22 16:53
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA6087287
Registration Date and Time: 2017-06-22 16:53
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA6087289
Registration Date and Time: 2017-06-22 16:53
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA8624103
Registration Date and Time: 2020-12-04 15:16
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

TITLE SEARCH PRINT

File Reference: 1263037

005
2025-12-09, 09:51:50
Requestor: Andrea Hang

Nature: COVENANT
Registration Number: CA8624124
Registration Date and Time: 2020-12-04 15:16
Registered Owner: CITY OF BURNABY

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA8624127
Registration Date and Time: 2020-12-04 15:16
Registered Owner: CITY OF BURNABY

Nature: COVENANT
Registration Number: CA8624133
Registration Date and Time: 2020-12-04 15:16
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA8624148
Registration Date and Time: 2020-12-04 15:16
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: CA8624151
Registration Date and Time: 2020-12-04 15:16
Remarks: APPURTENANT TO LOT 1 PLAN EPP67029

Nature: COVENANT
Registration Number: CA9083911
Registration Date and Time: 2021-06-09 15:39
Registered Owner: CITY OF BURNABY

Nature: COVENANT
Registration Number: CA9083913
Registration Date and Time: 2021-06-09 15:39
Registered Owner: CITY OF BURNABY

Nature: MORTGAGE
Registration Number: CA9151198
Registration Date and Time: 2021-06-30 12:47
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

TITLE SEARCH PRINT

File Reference: 1263037

006
2025-12-09, 09:51:50
Requestor: Andrea Hang

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9151199
Registration Date and Time: 2021-06-30 12:47
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: MORTGAGE
Registration Number: CA9151200
Registration Date and Time: 2021-06-30 12:47
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9151201
Registration Date and Time: 2021-06-30 12:47
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: MORTGAGE
Registration Number: CA9469147
Registration Date and Time: 2021-10-29 07:20
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9469148
Registration Date and Time: 2021-10-29 07:20
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: MORTGAGE
Registration Number: CA9774693
Registration Date and Time: 2022-03-10 08:55
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: MORTGAGE
Registration Number: CB9317
Registration Date and Time: 2022-06-16 11:32
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001

Nature: ASSIGNMENT OF RENTS
Registration Number: CB9318
Registration Date and Time: 2022-06-16 11:32
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001

TITLE SEARCH PRINT

File Reference: 1263037

007
2025-12-09, 09:51:50
Requestor: Andrea Hang

Nature: PRIORITY AGREEMENT
Registration Number: CB9727
Registration Date and Time: 2022-06-16 12:22
Remarks: GRANTING CB9317 PRIORITY OVER CA9151200 AND CA9151201

Nature: PRIORITY AGREEMENT
Registration Number: CB9728
Registration Date and Time: 2022-06-16 12:22
Remarks: GRANTING CB9318 PRIORITY OVER CA9151200 AND CA9151201

Nature: PRIORITY AGREEMENT
Registration Number: CB9729
Registration Date and Time: 2022-06-16 12:22
Remarks: GRANTING CB9317 PRIORITY OVER CA9469147 AND CA9469148

Nature: PRIORITY AGREEMENT
Registration Number: CB9730
Registration Date and Time: 2022-06-16 12:22
Remarks: GRANTING CB9318 PRIORITY OVER CA9469147 AND CA9469148

Nature: PRIORITY AGREEMENT
Registration Number: CB9731
Registration Date and Time: 2022-06-16 12:22
Remarks: GRANTING CB9317 PRIORITY OVER CA9774693

Nature: PRIORITY AGREEMENT
Registration Number: CB9732
Registration Date and Time: 2022-06-16 12:22
Remarks: GRANTING CB9318 PRIORITY OVER CA9774693

Nature: MORTGAGE
Registration Number: CB685881
Registration Date and Time: 2023-06-14 09:38
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: PRIORITY AGREEMENT
Registration Number: CB686164
Registration Date and Time: 2023-06-14 10:29
Remarks: GRANTING CB685881 PRIORITY OVER CA9151200 AND CA9151201

TITLE SEARCH PRINT

File Reference: 1263037

008
2025-12-09, 09:51:50
Requestor: Andrea Hang

Nature: PRIORITY AGREEMENT
Registration Number: CB686167
Registration Date and Time: 2023-06-14 10:29
Remarks: GRANTING CB685881 PRIORITY OVER CA9469147 AND CA9469148

Nature: PRIORITY AGREEMENT
Registration Number: CB686168
Registration Date and Time: 2023-06-14 10:29
Remarks: GRANTING CB685881 PRIORITY OVER CA9774693

Nature: PRIORITY AGREEMENT
Registration Number: CB686169
Registration Date and Time: 2023-06-14 10:29
Remarks: GRANTING CB685881 PRIORITY OVER CB9317 AND CB9318

Nature: MORTGAGE
Registration Number: CB1229020
Registration Date and Time: 2024-03-26 14:49
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: ASSIGNMENT OF RENTS
Registration Number: CB1229021
Registration Date and Time: 2024-03-26 14:49
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: MORTGAGE
Registration Number: CB1229026
Registration Date and Time: 2024-03-26 14:49
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: PRIORITY AGREEMENT
Registration Number: CB1229596
Registration Date and Time: 2024-03-26 17:45
Remarks: GRANTING CB1229026 PRIORITY OVER CB9317 AND CB9318

Nature: PRIORITY AGREEMENT
Registration Number: CB1229597
Registration Date and Time: 2024-03-26 17:45
Remarks: GRANTING CB1229026 PRIORITY OVER CA9151200

TITLE SEARCH PRINT009
2025-12-09, 09:51:50

File Reference: 1263037

Requestor: Andrea Hang

Nature: PRIORITY AGREEMENT
Registration Number: CB1229598
Registration Date and Time: 2024-03-26 17:45
Remarks: GRANTING CB1229026 PRIORITY OVER CA9151201

Nature: PRIORITY AGREEMENT
Registration Number: CB1229599
Registration Date and Time: 2024-03-26 17:45
Remarks: GRANTING CB1229026 PRIORITY OVER CA9469147

Nature: PRIORITY AGREEMENT
Registration Number: CB1229600
Registration Date and Time: 2024-03-26 17:45
Remarks: GRANTING CB1229026 PRIORITY OVER CA9469148

Nature: PRIORITY AGREEMENT
Registration Number: CB1229601
Registration Date and Time: 2024-03-26 17:45
Remarks: GRANTING CB1229026 PRIORITY OVER CA9774693

Nature: PRIORITY AGREEMENT
Registration Number: CB1229602
Registration Date and Time: 2024-03-26 17:45
Remarks: GRANTING CB1229020 PRIORITY OVER CA9469147, CA9469148 AND CA9774693

Nature: PRIORITY AGREEMENT
Registration Number: CB1229603
Registration Date and Time: 2024-03-26 17:45
Remarks: GRANTING CB1229021 PRIORITY OVER CA9469147, CA9469148 AND CA9774693

Nature: PRIORITY AGREEMENT
Registration Number: CB1230794
Registration Date and Time: 2024-03-27 11:25
Remarks: GRANTING CB9317 PRIORITY OVER CB1229020 AND CB1229021

Nature: PRIORITY AGREEMENT
Registration Number: CB1230795
Registration Date and Time: 2024-03-27 11:25
Remarks: GRANTING CB9318 PRIORITY OVER CB1229020 AND CB1229021

TITLE SEARCH PRINT

File Reference: 1263037

010
2025-12-09, 09:51:50
Requestor: Andrea Hang

Nature: MORTGAGE
Registration Number: CB1524901
Registration Date and Time: 2024-08-16 13:08
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

Nature: PRIORITY AGREEMENT
Registration Number: CB1525411
Registration Date and Time: 2024-08-16 14:15
Remarks: GRANTING CB9317 PRIORITY OVER CB1524901

Nature: PRIORITY AGREEMENT
Registration Number: CB1525412
Registration Date and Time: 2024-08-16 14:15
Remarks: GRANTING CB9318 PRIORITY OVER CB1524901

Nature: PRIORITY AGREEMENT
Registration Number: CB1525439
Registration Date and Time: 2024-08-16 14:20
Remarks: GRANTING CB1524901 PRIORITY OVER CA9469147,
CA9469148, CA9774693, CB1229020 AND CB1229021

Nature: MORTGAGE
Registration Number: CB1652776
Registration Date and Time: 2024-10-15 13:36
Registered Owner: COAST CAPITAL SAVINGS FEDERAL CREDIT UNION

Nature: ASSIGNMENT OF RENTS
Registration Number: CB1652777
Registration Date and Time: 2024-10-15 13:36
Registered Owner: COAST CAPITAL SAVINGS FEDERAL CREDIT UNION

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB9235
Registration Date and Time: 2024-10-22 18:01
Registered Owner: SHEZMIN KURSHID ALAM KHAN

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1690183
Registration Date and Time: 2024-11-01 15:39
Registered Owner: CLEARBROOK IRON WORKS LTD.
INCORPORATION NO. BC0130228

TITLE SEARCH PRINT

File Reference: 1263037

011
2025-12-09, 09:51:50
Requestor: Andrea Hang

Nature: CLAIM OF BUILDERS LIEN
Registration Number: BB1552360
Registration Date and Time: 2024-11-08 09:33
Registered Owner: MEGA CRANES LTD

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1730467
Registration Date and Time: 2024-11-26 09:59
Registered Owner: SUPER SAVE FENCE RENTALS INC.

Nature: JUDGMENT
Registration Number: CB1757236
Registration Date and Time: 2024-12-09 15:04
Registered Owner: HIS MAJESTY THE KING IN RIGHT OF CANADA

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1796781
Registration Date and Time: 2025-01-03 10:51
Registered Owner: BOXX MODULAR LP
INCORPORATION NO. XP0713552

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1824318
Registration Date and Time: 2025-01-17 14:24
Registered Owner: AVI MASONRY LTD.
INCORPORATION NO. BC0401450

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB10643
Registration Date and Time: 2025-01-20 12:09
Registered Owner: RAM GEOTECHNICAL ENGINEERING LTD.
INCORPORATION NO. BC1109541
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CB1831532
Registration Date and Time: 2025-01-22 16:42
Registered Owner: 1076737 B.C. LTD.
INCORPORATION NO. BC1076737
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB1831533
Registration Date and Time: 2025-01-22 16:42
Registered Owner: 1076737 B.C. LTD.
INCORPORATION NO. BC1076737
Remarks: INTER ALIA

TITLE SEARCH PRINT

File Reference: 1263037

012
2025-12-09, 09:51:50
Requestor: Andrea Hang

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1884086
Registration Date and Time: 2025-02-20 14:33
Registered Owner: GROUP SECURITY SERVICES LTD.
INCORPORATION NO. BC0648165

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1884087
Registration Date and Time: 2025-02-20 14:33
Registered Owner: GROUP SECURITY SERVICES LTD.
INCORPORATION NO. BC0648165

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2056681
Registration Date and Time: 2025-05-22 13:06
Registered Owner: HAN APPLIANCES & REFRIGERATION LTD.
INCORPORATION NO. BC0593512

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2186190
Registration Date and Time: 2025-07-18 14:15
Registered Owner: MIDLAND APPLIANCE LTD.
INCORPORATION NO. BC1515811

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB2342875
Registration Date and Time: 2025-09-16 12:00
Registered Owner: CLEARBROOK IRON WORKS LTD.
INCORPORATION NO. BC0130228

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB2360491
Registration Date and Time: 2025-09-25 09:44
Registered Owner: MEGA CRANE LTD.
INCORPORATION NO. A0057925

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB2489992
Registration Date and Time: 2025-12-01 15:36
Registered Owner: RIGHT TOUCH CONSTRUCTION LTD.
INCORPORATION NO. BC0590197

Duplicate Infeasible Title

NONE OUTSTANDING

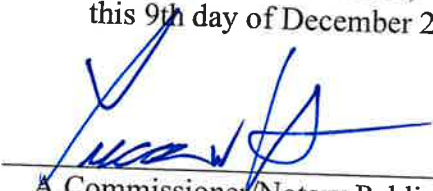
Transfers

NONE

Pending Applications

NONE

This is Exhibit "**B**" referred to in the
Affidavit #2 of Daniel Pollack affirmed
before me at Vancouver, BC,
this 9th day of December 2025



A Commissioner/Notary Public for the
Province of British Columbia

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "BETA VIEW HOMES LTD."

Search Date and Time: December 9, 2025 at 9:56:21 am Pacific time
Account Name: OSLER, HOSKIN & HARCOURT LLP
Folio Number: 1263037

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| 2 | 559388K | February 8, 2018 | * BETA VIEW HOMES LTD. | 4 |
| 3 | 559993K | February 8, 2018 | * BETA VIEW HOMES LTD. | 7 |
| 4 | 901914M | April 15, 2021 | * BETA VIEW HOMES LTD | 11 |
| 5 | 901998M | April 15, 2021 | * BETA VIEW HOMES LTD | 15 |
| 6 | 065925N | June 24, 2021 | * BETA VIEW HOMES LTD | 20 |
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PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 561209J

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | September 26, 2016 at 6:09:07 pm Pacific time |
| Current Expiry Date and Time: | September 26, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**66 WELLINGTON ST. W., STE.4400
TORONTO ON
M5K 1H6 Canada**Debtor Information****BETA VIEW HOMES LTD****Address**2245 KINGSWAY
VANCOUVER BC
V5N 2T6 Canada**Vehicle Collateral**

None

General Collateral

Base Registration General Collateral:

MONEYS OR AMOUNTS THAT MAY FROM TIME TO TIME BE ON DEPOSIT IN THE NAME OF THE DEBTOR WITH, OR OWED TO THE DEBTOR BY, THE SECURED PARTY AND IN THE DEBTOR'S RIGHTS IN THOSE MONEYS OR THOSE AMOUNTS. . , PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY AND FINANCIAL ASSETS.

Original Registering Party

**BENNETT JONES LLP, BARRISTERS
AND SOLICITORS**

Address

2200 - 1055 W. HASTINGS ST.
VANCOUVER BC
V6E 2E9 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 559388K

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | February 8, 2018 at 11:53:06 am Pacific time |
| Current Expiry Date and Time: | February 8, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information**BANK OF MONTREAL/BANQUE DE
MONTREAL****Address**2ND FLOOR, 234 SIMCOE ST.
TORONTO ON
M5T 1T4 Canada**Debtor Information****BETA VIEW HOMES LTD.****Address**700-4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**Vehicle Collateral**

None

General Collateral**Base Registration General Collateral:**

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED AS A VARIABLE RATE GUARANTEED INVESTMENT CERTIFICATE (GIC) ACCOUNT NO. 0004-9691-527 IN THE AMOUNT OF 1,047,375.00 INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS ,THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS.

Original Registering Party

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

2ND FLOOR, 234 SIMCOE ST.
TORONTO ON
M5T 1T4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: December 30, 2022 at 12:56:07 pm Pacific time
Registration Number: 277207P
Registration Life: 5 Years
New Expiration Date and Time: February 8, 2028 at 11:59:59 pm Pacific time

Registering Party Information

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 559993K

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | February 8, 2018 at 3:18:02 pm Pacific time |
| Current Expiry Date and Time: | February 8, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information**BANK OF MONTREAL/BANQUE DE
MONTREAL****Address**2ND FLOOR, 234 SIMCOE ST.
TORONTO ON
M5T 1T4 Canada**Debtor Information****BETA VIEW HOMES LTD.****Address**700-4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**Vehicle Collateral**

None

General Collateral

May 18, 2021 at 10:00:18 am Pacific time

DELETED

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED AS A VARIABLE RATE GUARANTEED INVESTMENT CERTIFICATE (GIC) ACCOUNT NO. 0004-9691-535 IN THE AMOUNT OF 2,671,898.35 INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS.

ADDED

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED AS VARIABLE RATE GUARANTEED INVESTMENT CERTIFICATE (GIC) NO. 0004-9691-535 IN THE AMOUNT OF 1,564,155.36 INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS

Base Registration General Collateral:

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED AS A VARIABLE RATE GUARANTEED INVESTMENT CERTIFICATE (GIC) ACCOUNT NO. 0004-9691-535 IN THE AMOUNT OF 2,671,898.35 INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS ,THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS.

Original Registering Party

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

2ND FLOOR, 234 SIMCOE ST.
TORONTO ON
M5T 1T4 Canada

HISTORY(Showing most recent first)

RENEWAL

Registration Date and Time: December 30, 2022 at 12:56:13 pm Pacific time
Registration Number: 277208P
Registration Life: 5 Years
New Expiration Date and Time: February 8, 2028 at 11:59:59 pm Pacific time

Registering Party Information**D + H LIMITED PARTNERSHIP****Address**

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

AMENDMENT

Registration Date and Time: May 18, 2021 at 10:00:18 am Pacific time
Registration Number: 977049M
Description: ADD GENERAL COLLATERAL DESCRIPTION. DELETE
GENERAL COLLATERAL DESCRIPTION.

General Collateral

May 18, 2021 at 10:00:18 am Pacific time

DELETED

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED AS A VARIABLE RATE GUARANTEED INVESTMENT CERTIFICATE (GIC) ACCOUNT NO. 0004-9691-535 IN THE AMOUNT OF 2,671,898.35 INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS.

ADDED

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED AS VARIABLE RATE GUARANTEED INVESTMENT CERTIFICATE (GIC) NO. 0004-9691-535 IN THE AMOUNT OF 1,564,155.36 INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

D & H LIMITED PARTNERSHIP

Address

4126 NORLAND AVENUE, SUITE 201
BURNABY BC
V5G 3S8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 901914M

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | April 15, 2021 at 9:49:37 am Pacific time |
| Current Expiry Date and Time: | April 15, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information**COAST CAPITAL SAVINGS FEDERAL
CREDIT UNION****Address**800-9900 KING GEORGE BLVD
SURREY BC
V3T 0K7 Canada**Debtor Information****LUMINA CONDO HOLDINGS
LIMITED PARTNERSHIP****Address**C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada**LUMINA CONDO HOLDINGS LTD****Address**C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada**BETA VIEW HOMES LTD****Address**C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ALL PRESENTLY OWNED AND AFTER ACQUIRED GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY, INVESTMENT PROPERTY AN ALL OTHER PERSONAL PROPERTY OF WHATSOEVER NATURE AND KIND WHICH ARE NOW OR AT ,AT ANY TIME HEREAFTER SITUATE ON THE LANDS LOCATED AT 2311 BETA AVENUE, BURNABY, BC, LEGALLY DESCRIBED AS FOLLOWS: PID 031-253-661, STRATA LOT 3 PID 031-254-659, STRATA LOT 102 PID 031-255-329, STRATA LOT 169 ,PID 031-255-779, STRATA LOT 214 PID 031-256-058, STRATA LOT 242 PID 031-256-155, STRATA LOT 274 PID 031-256-384, STRATA LOT 275 PID 031-256-414, STRATA LOT 278 ,PID 031-256-431, STRATA LOT 280 PID 031-256-449, STRATA LOT 281 PID 031-256-457, STRATA LOT 282 PID 031-256-465, STRATA LOT 283 PID 031-256-473, STRATA LOT 284 ,PID 031-256-481, STRATA LOT 285 PID 031-256-490, STRATA LOT 286 PID 031-256-503, STRATA LOT 287 PID 031-256-511, STRATA LOT 288 PID 031-256-520, STRATA LOT 289 ,ALL OF DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS6882, WHICH UNITS FORM A PART OF TOWER 1 - WATERFALL; AND PID 031-256-538, STRATA LOT 290 PID 031-256-546, STRATA LOT 291 PID 031-256-562, STRATA LOT 293 ,PID 031-256-589, STRATA LOT 295 PID 031-256-597, STRATA LOT 296 PID 031-256-601, STRATA LOT 297 PID 031-256-619, STRATA LOT 298 PID 031-256-686, STRATA LOT 305 ,PID 031-256-694, STRATA LOT 306 PID 031-256-716, STRATA LOT 308 PID 031-256-724, STRATA LOT 309 PID 031-256-759, STRATA LOT 312 PID 031-256-830, STRATA LOT 320 ,PID 031-258-492, STRATA LOT 486 PID 031-258-581, STRATA LOT 495 PID 031-258-590, STRATA LOT 496 PID 031-258-662, STRATA LOT 503 PID 031-258-671, STRATA LOT 504 ,PID 031-258-689, STRATA LOT 505 PID 031-258-697, STRATA LOT 506 PID 031-258-701, STRATA LOT 507 PID 031-258-719, STRATA LOT 508 PID 031-258-727, STRATA LOT 509 ,PID 031-258-735, STRATA LOT 510 ALL OF DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS6882, WHICH UNITS FORM A PART OF TOWER 2 - STARLING, AS SUCH LANDS AND PREMISES MAY BE DEVELOPED, CONSOLIDATED, SUBDIVIDED AND/OR STRATIFIED FROM TIME TO TIME (THE \LANDS\), OR ,WHICH ARE NOW OR AT ANY TIME MAY BE ANNEXED TO, COMPRISED IN, PERTAINING TO OR USED IN CONNECTION WITH THE LANDS AND THE PROJECT TO BE DEVELOPED AND CONSTRUCTED THREON, AND ALL PROCEEDS THEREOF AND THEREFROM, RENEWALS THEREOF, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, AND ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS RELATING ,TO THE FOREGOING, AND ALL PROCEEDS THEREOF, INCLUDING GOODS, ACCOUNTS, INSTRUMENTS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY AND MONEYS RELATING TO THE FOREGOING AND ALL PROCEEDS THEREOF.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

KOFFMAN KALEF LLP

Address

1900 - 885 W. GEORGIA STREET
VANCOUVER BC
V6C 3H4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time:

September 16, 2024 at 12:07:45 pm Pacific time

Registration Number:

638890Q

Registration Life:

3 Years

New Expiration Date and Time:

April 15, 2030 at 11:59:59 pm Pacific time

Registering Party Information

**COAST CAPITAL SAVINGS
FEDERAL CREDIT UNION**

Address

800-9900 KING GEORGE BLVD.
SURREY BC
V3T 0K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 901998M

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | April 15, 2021 at 10:04:36 am Pacific time |
| Current Expiry Date and Time: | April 15, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information**COAST CAPITAL SAVINGS FEDERAL
CREDIT UNION****Address**800-9900 KING GEORGE BLVD
SURREY BC
V3T 0K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**BETA VIEW HOMES LTD****Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

THIND PROPERTIES LTD**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

BETA VIEW HOLDINGS INC**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

YING KEI INVESTMENT INC**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

THIND, DALJIT SINGH**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

Birthdate

January 24, 1965

LIU, JUNYI**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

Birthdate

April 9, 1994

**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

LUMINA ECLIPSE GP LTD.

Address

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF LUMINA CONDO HOLDINGS LIMITED PARTNERSHIP TO ANY OF THE DEBTORS OR RECEIVED BY ANY ONE OR MORE OF THE DEBTORS FROM LUMINA CONDO HOLDINGS LIMITED PARTNERSHIP AND ALL PROCEEDS THEREOF, INCLUDING, WITHOUT LIMITATION, GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS OR MONEY (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, ANY REGULATIONS THEREUNDER ANY ANY AMENDMENTS THERETO, HAVE THOSE DEFINED MEANINGS). .

Original Registering Party

KOFFMAN KALEF LLP

Address

1900 - 885 W. GEORGIA STREET
VANCOUVER BC
V6C 3H4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: September 16, 2024 at 12:07:53 pm Pacific time
Registration Number: 638891Q
Registration Life: 3 Years
New Expiration Date and Time: April 15, 2030 at 11:59:59 pm Pacific time

Registering Party Information

**COAST CAPITAL SAVINGS
FEDERAL CREDIT UNION**

Address

800-9900 KING GEORGE BLVD.
SURREY BC
V3T 0K7 Canada

AMENDMENT

Registration Date and Time: October 24, 2023 at 12:05:59 pm Pacific time
Registration Number: 866594P
Description:

Debtor Information

**LUMINA ECLIPSE LIMITED
PARTNERSHIP**

ADDED

Address

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

LUMINA ECLIPSE GP LTD.

ADDED

Address

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

KOFFMAN KALEF LLP

Address

19TH FLOOR, 885 W GEORGIA ST
VANCOUVER BC
V6C 3H4 Canada

Base Registration Number: 065925N

| | |
|---|--|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | June 24, 2021 at 1:18:01 pm Pacific time |
| Current Expiry Date and Time: | June 24, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information

**KINGSETT MORTGAGE
CORPORATION**

Address

3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

Debtor Information

BETA VIEW HOMES LTD

Address

700-4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

LUMINA ECLIPSE GP LTD

Address

700-4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

**LUMINA ECLIPSE LIMITED
PARTNERSHIP**

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY LOCATED AT, RELATING TO, ARISING FROM OR USED IN CONNECTION WITH, OR WHICH IS NECESSARY TO THE USE AND OPERATION OF THE PROPERTY MUNICIPALLY KNOWN AS 2381 BETA AVENUE, BURNABY, BC, AND LEGALLY IDENTIFIED AS PID NO. 030-169-747; LOT 2 DISTRICT LOT 124 GROUP 1 NWD ,PLAN EPP67029 AND ALL PROCEEDS THEREFROM.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-34/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 065935N

| | |
|---|--|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | June 24, 2021 at 1:19:38 pm Pacific time |
| Current Expiry Date and Time: | June 24, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada**Debtor Information****THIND PROPERTIES LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**YING KEI INVESTMENT INC****Address**1530 - 1200 WEST 73RD AVENUE
VANCOUVER BC
V6P 6G5 Canada**BETA VIEW HOMES LTD****Address**700 - 4211 KINGSWAY
VANCOUVER BC
V5H 1Z6 Canada

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ALL RIGHT, TITLE, BENEFIT AND INTEREST IN AND TO ALL PRESENT AND AFTER ACQUIRED INVESTMENT PROPERTY IN THE CAPITAL OF LUMINA ECLIPSE GP LTD. AND LUMINA ECLIPSE LIMITED PARTNERSHIP, INCLUDING WITHOUT LIMITATION, ALL COMMON SHARES AND PARTNERSHIP UNITS NOW OR HEREAFTER HELD, DIRECTLY OR INDIRECTLY, TOGETHER WITH ALL REPLACEMENTS AND ,SUBSTITUTIONS THEREOF, AND ALL DIVIDENDS, INCOME OR OTHER DISTRIBUTIONS OF ANY NATURE OR KIND DERIVED FROM OR ARISING IN RESPECT OF SUCH INVESTMENT PROPERTY AND ALL PRESENT AND FURTHER OPTIONS, WARRANTS, AGREEMENTS AND OTHER RIGHTS BY WHICH EACH DEBTOR SHALL BE ENTITLED TO PURCHASE FROM ANY PERSON OR SUBSCRIBE FOR THE ISSUE OF ANY ,INVESTMENT PROPERTY (COLLECTIVELY, THE \COLLATERAL\), AND PROCEEDS, CASH AND NON-CASH, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND, WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, TRADE-IN GOODS, ACCOUNTS RECEIVABLE, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, AND INVESTMENT PROPERTY OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OF OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-34/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 065937N

| | |
|---|--|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | June 24, 2021 at 1:20:02 pm Pacific time |
| Current Expiry Date and Time: | June 24, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada**Debtor Information****BETA VIEW HOMES LTD****Address**700 - 4211 KINGSWAY
VANCOUVER BC
V6B 5A1 Canada**LUMINA ECLIPSE GP LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY LOCATED AT, RELATING TO, ARISING FROM OR USED IN CONNECTION WITH, OR WHICH IS NECESSARY TO THE USE AND OPERATION OF THE PROPERTY MUNICIPALLY KNOWN AS 2381 BETA AVENUE, BURNABY, BC, AND LEGALLY IDENTIFIED AS PID NO. 030-169-747; LOT 2 DISTRICT LOT 124 GROUP 1 NWD ,PLAN EPP67029 AND ALL PROCEEDS THEREFROM.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-34/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 065939N

| | |
|---|--|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | June 24, 2021 at 1:21:20 pm Pacific time |
| Current Expiry Date and Time: | June 24, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada**Debtor Information****THIND PROPERTIES LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**YING KEI INVESTMENT INC****Address**1530 - 1200 WEST 73RD AVENUE
VANCOUVER BC
V6P 6G5 Canada**BETA VIEW HOMES LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ALL RIGHT, TITLE, BENEFIT AND INTEREST IN AND TO ALL PRESENT AND AFTER ACQUIRED INVESTMENT PROPERTY IN THE CAPITAL OF LUMINA ECLIPSE GP LTD. AND LUMINA ECLIPSE LIMITED PARTNERSHIP, INCLUDING WITHOUT LIMITATION, ALL COMMON SHARES AND PARTNERSHIP UNITS NOW OR HEREAFTER HELD, DIRECTLY OR INDIRECTLY, TOGETHER WITH ALL REPLACEMENTS AND ,SUBSTITUTIONS THEREOF, AND ALL DIVIDENDS, INCOME OR OTHER DISTRIBUTIONS OF ANY NATURE OR KIND DERIVED FROM OR ARISING IN RESPECT OF SUCH INVESTMENT PROPERTY AND ALL PRESENT AND FURTHER OPTIONS, WARRANTS, AGREEMENTS AND OTHER RIGHTS BY WHICH EACH DEBTOR SHALL BE ENTITLED TO PURCHASE FROM ANY PERSON OR SUBSCRIBE FOR THE ISSUE OF ANY ,INVESTMENT PROPERTY (COLLECTIVELY, THE \COLLATERAL\), AND PROCEEDS, CASH AND NON-CASH, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND, WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, TRADE-IN GOODS, ACCOUNTS RECEIVABLE, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, AND INVESTMENT PROPERTY OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OF OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-34/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 334874N

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | October 28, 2021 at 10:15:40 am Pacific time |
| Current Expiry Date and Time: | October 28, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**6511 SUSSEX HEIGHTS
DEVELOPMENT LTD**

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND PROPERTIES LTD

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

YING KEI INVESTMENT INC

Address

1530 - 1200 WEST 73RD AVENUE
VANCOUVER BC
V6P 6G5 Canada

TPL-YK GP LTD

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

LUMINA ECLIPSE GP LTD

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

**LUMINA ECLIPSE LIMITED
PARTNERSHIP**

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

BETA VIEW HOMES LTD

Address

SUITE 700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

BETA VIEW HOLDINGS INC**Address**

SUITE 700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND, DALJIT**Address**

3138 WEST 51ST AVENUE
VANCOUVER BC
V6P 4X2 Canada

Birthdate

January 24, 1965

LIU, RUIQIAN**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 1, 1965

LIU, JUNYI**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 9, 1994

**SURREY CENTRE DISTRICT NW GP
LTD.****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

**DISTRICT NORTHWEST LIMITED
PARTNERSHIP****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST MINORU VIEW HOMES LTD., MINORU SQUARE DEVELOPMENT GP LTD., AND MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTIES MUNICIPALLY KNOWN AS: 5740, 5760 AND 5800 MINORU BOULEVARD, RICHMOND, BRITISH COLUMBIA, AND LEGALLY IDENTIFIED AS (I) PID NO. 003-640-591; LOT 47 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 34383; (II) PID NO. 006-638-741 LOT 26 EXCEPT: EAST 10 FEET, SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 32135; AND (III) PID NO. 017-151-694 LOT A SECTION 5 BLOCK 4 NORTH, RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN NWP88228 (COLLECTIVELY, THE \PROPERTIES\) AND TO THE BUSINESS CARRIED ON AT THOSE PROPERTIES.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-75/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: March 8, 2022 at 11:57:36 am Pacific time
Registration Number: 582992N
Description:

Debtor Information

SURREY CENTRE DISTRICT NW GP LTD.

ADDED

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

DISTRICT NORTHWEST LIMITED PARTNERSHIP

ADDED

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Registering Party Information

**BENNETT JONES LLP
(O'GRADY/59445-75/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 740059N

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | May 18, 2022 at 1:38:55 pm Pacific time |
| Current Expiry Date and Time: | May 18, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information

| | |
|-------------------------------------|--|
| WESTMOUNT WEST SERVICES INC. | Address 1130 WEST PENDER STREET, SUITE 520 VANCOUVER BC V6E 4A4 Canada |
|-------------------------------------|--|

Debtor Information

| | |
|-----------------------------|---|
| BETA VIEW HOMES LTD. | Address 700 - 401 WEST GEORGIA STREET VANCOUVER BC V6B 5A1 Canada |
|-----------------------------|---|

| | |
|---|---|
| LUMINA ECLIPSE LIMITED PARTNERSHIP | Address 700 - 401 WEST GEORGIA STREET VANCOUVER BC V6B 5A1 Canada |
|---|---|

| | |
|-------------------------------|---|
| LUMINA ECLIPSE GP LTD. | Address 700 - 401 WEST GEORGIA STREET VANCOUVER BC V6B 5A1 Canada |
|-------------------------------|---|

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED RIGHT, TITLE AND INTEREST OF EACH DEBTOR IN AND TO ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY AND INVESTMENT PROPERTY NOW OR HEREAFTER SITUATE UPON, AFFIXED TO, USED IN CONNECTION WITH, PERTAINING TO OR ARISING OUT OF THOSE LANDS AND PREMISES AS FOLLOWS:

2381 BETA AVENUE, BURNABY, BC AND LEGALLY DESCRIBED AS
PID: 030-169-747, LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

OR ANY LANDS THAT ARE CREATED BY WAY OF SUBDIVISION, CONSOLIDATION AND/OR STRATIFICATION THEREFROM.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

Original Registering Party**LAWSON LUNDELL****Address**

925 WEST GEORGIA STREET
SUITE 1600
VANCOUVER BC
V6C 3L2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 276858Q

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | March 27, 2024 at 11:48:12 am Pacific time |
| Current Expiry Date and Time: | March 27, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:21 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST, SCOTIA PLAZA
TORONTO ON
M5H 3Y2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**BETA VIEW HOMES LTD.****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**MINORU VIEW HOMES LTD.****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**THIND, DALJIT****Address**3138 WEST 51ST AVENUE
VANCOUVER BC
V6N 4H4 Canada**Birthdate**

January 24, 1965

LIU, RUIQIAN**Address**6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada**Birthdate**

April 1, 1965

LUMINA ECLIPSE GP LTD.**Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**MINORU SQUARE DEVELOPMENTS
GP LTD.**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

LUMINA CONDO HOLDINGS LTD.

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**LUMINA CONDO HOLDINGS
LIMITED PARTNERSHIP**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTY MUNICIPALLY KNOWN AS 6505 SUSSEX AVENUE, BURNABY, BC, 6511 SUSSEX AVENUE, BURNABY, BC, 4490 BERESFORD STREET, BURNABY, BC, and 4498 BERESFORD STREET, BURNABY, BC AND LEGALLY IDENTIFIED AS PID NOS.

032-077-564, 032-077-572, 032-077-581, 032-077-661, 032-077-670, 032-077-688, 032-077-696, 032-077-700, 032-077-718, 032-077-726, 032-077-734, 032-077-742, 032-077-751, 032-077-769, 032-077-777, 032-077-785, 032-077-793, 032-077-807, 032-077-815, 032-077-823, 032-077-831, 032-077-840, 032-077-858, 032-077-866, 032-077-874, 032-077-882, 032-077-891, 032-077-904, 032-077-912, 032-077-921, 032-077-939, 032-077-947, 032-077-955, 032-077-963, 032-077-971, 032-077-980, 032-077-998, 032-078-005, 032-078-013, 032-078-021, 032-078-030, 032-078-048, 032-078-056, 032-078-064, 032-078-072, 032-078-307, 032-078-315, 032-078-323, 032-078-331, 032-078-340, 032-078-358, 032-078-366, 032-078-374, 032-078-382, 032-078-498, 032-078-676, 032-079-125, 032-079-214, 032-079-303, 032-079-362, 032-079-397, 032-079-451, 032-079-486, 032-079-575, 032-079-630, 032-079-664, 032-079-737, 032-079-753, 032-079-842, 032-079-915, 032-079-931, 032-080-026, 032-080-077, 032-080-093, 032-080-166, 032-080-182, 032-080-191, 032-080-255, 032-080-271, 032-080-344, 032-080-361, 032-080-379, 032-080-387, 032-080-395, 032-080-409, 032-080-417, 032-080-425, 032-080-433, 032-080-441, 032-080-450, 032-080-468, 032-080-476, 032-080-484, 032-080-492, 032-080-506, 032-080-514, 032-080-522, 032-080-531, 032-080-549, 032-080-557, 032-080-565, 032-080-573, 032-080-581, 032-080-590, 032-080-603, 032-080-611, 032-080-620, 032-080-638, 032-080-646, 032-080-654, 032-080-662, 032-080-671, 032-080-689, 032-080-697, 032-080-701, 032-080-719, 032-080-727, 032-080-735, 032-080-743, 032-080-751, 032-080-760, 032-080-778, 032-080-786, 032-080-794, 032-080-808, 032-080-816, 032-080-824, 032-080-832, 032-080-841, 032-080-859, 032-080-867, 032-080-875, 032-080-883, 032-080-891, 032-080-905, 032-080-913, 032-080-921, 032-080-930, 032-080-956, 032-080-964, 032-080-972, 032-080-981, 032-080-999, 032-081-006, 032-081-014, 032-081-022, 032-081-031, 032-081-049, 032-081-057, 032-081-065, 032-081-073, 032-081-081, 032-081-090, 032-081-103, 032-081-111, 032-081-120, 032-081-138, 032-081-146, 032-081-154, 032-081-162, 032-081-171, 032-081-189, 032-081-197, 032-081-201, 032-081-219, 032-081-227, 032-081-235, 032-081-243, 032-081-251, 032-081-260, 032-081-278, 032-081-286, 032-081-294, 032-081-308, 032-081-316, 032-081-324, 032-081-332, 032-081-341, 032-081-359, 032-081-367, 032-081-375, 032-081-383, 032-081-391, 032-081-405, 032-081-413, 032-081-421, 032-081-430, 032-081-448, 032-081-456, 032-081-464, 032-081-472, 032-081-481,

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

032-081-499, 032-081-502, 032-081-511, 032-081-529, 032-081-537, 032-081-545, 032-081-553,
032-081-561, 032-081-570, 032-081-588, 032-081-596, 032-081-600, 032-081-618.

Original Registering Party

**BENNETT JONES LLP
(TWEEDLIÉ/59445-41/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "LUMINA ECLIPSE LIMITED PARTNERSHIP"

Search Date and Time: December 9, 2025 at 9:55:43 am Pacific time
Account Name: OSLER, HOSKIN & HARCOURT LLP
Folio Number: 1263037

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| 3 | 065937N | June 24, 2021 | * LUMINA ECLIPSE LIMITED PARTNERSHIP | 9 |
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PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 901998M

Registration Description:

PPSA SECURITY AGREEMENT

Act:

PERSONAL PROPERTY SECURITY ACT

Base Registration Date and Time:

April 15, 2021 at 10:04:36 am Pacific time

Current Expiry Date and Time:

April 15, 2030 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

Trust Indenture:

No

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:55:43 am Pacific time)

Secured Party Information

**COAST CAPITAL SAVINGS FEDERAL
CREDIT UNION**

Address

800-9900 KING GEORGE BLVD
SURREY BC
V3T 0K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**BETA VIEW HOMES LTD****Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

THIND PROPERTIES LTD**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

BETA VIEW HOLDINGS INC**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

YING KEI INVESTMENT INC**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

THIND, DALJIT SINGH**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

Birthdate

January 24, 1965

LIU, JUNYI**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

Birthdate

April 9, 1994

**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

LUMINA ECLIPSE GP LTD.

Address

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF LUMINA CONDO HOLDINGS LIMITED PARTNERSHIP TO ANY OF THE DEBTORS OR RECEIVED BY ANY ONE OR MORE OF THE DEBTORS FROM LUMINA CONDO HOLDINGS LIMITED PARTNERSHIP AND ALL PROCEEDS THEREOF, INCLUDING, WITHOUT LIMITATION, GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS OR MONEY (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, ANY REGULATIONS THEREUNDER ANY ANY AMENDMENTS THERETO, HAVE THOSE DEFINED MEANINGS). .

Original Registering Party

KOFFMAN KALEF LLP

Address

1900 - 885 W. GEORGIA STREET
VANCOUVER BC
V6C 3H4 Canada

HISTORY

(Showing most recent first)

RENEWAL

| | |
|-------------------------------|--|
| Registration Date and Time: | September 16, 2024 at 12:07:53 pm Pacific time |
| Registration Number: | 638891Q |
| Registration Life: | 3 Years |
| New Expiration Date and Time: | April 15, 2030 at 11:59:59 pm Pacific time |

Registering Party Information

COAST CAPITAL SAVINGS
FEDERAL CREDIT UNION

Address

800-9900 KING GEORGE BLVD.
SURREY BC
V3T 0K7 Canada

AMENDMENT

| | |
|-----------------------------|--|
| Registration Date and Time: | October 24, 2023 at 12:05:59 pm Pacific time |
| Registration Number: | 866594P |
| Description: | |

Debtor Information

LUMINA ECLIPSE LIMITED
PARTNERSHIP

ADDED

Address

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

LUMINA ECLIPSE GP LTD.

ADDED

Address

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

KOFFMAN KALEF LLP

Address

19TH FLOOR, 885 W GEORGIA ST
VANCOUVER BC
V6C 3H4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 065925N

| | |
|---|--|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | June 24, 2021 at 1:18:01 pm Pacific time |
| Current Expiry Date and Time: | June 24, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:55:43 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada**Debtor Information****BETA VIEW HOMES LTD****Address**700-4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**LUMINA ECLIPSE GP LTD****Address**700-4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY LOCATED AT, RELATING TO, ARISING FROM OR USED IN CONNECTION WITH, OR WHICH IS NECESSARY TO THE USE AND OPERATION OF THE PROPERTY MUNICIPALLY KNOWN AS 2381 BETA AVENUE, BURNABY, BC, AND LEGALLY IDENTIFIED AS PID NO. 030-169-747; LOT 2 DISTRICT LOT 124 GROUP 1 NWD ,PLAN EPP67029 AND ALL PROCEEDS THEREFROM.

Original Registering Party

BENNETT JONES LLP
(O'GRADY/59445-34/OD)

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 065937N

| | |
|---|--|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | June 24, 2021 at 1:20:02 pm Pacific time |
| Current Expiry Date and Time: | June 24, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:55:43 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada**Debtor Information****BETA VIEW HOMES LTD****Address**700 - 4211 KINGSWAY
VANCOUVER BC
V6B 5A1 Canada**LUMINA ECLIPSE GP LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY LOCATED AT, RELATING TO, ARISING FROM OR USED IN CONNECTION WITH, OR WHICH IS NECESSARY TO THE USE AND OPERATION OF THE PROPERTY MUNICIPALLY KNOWN AS 2381 BETA AVENUE, BURNABY, BC, AND LEGALLY IDENTIFIED AS PID NO. 030-169-747; LOT 2 DISTRICT LOT 124 GROUP 1 NWD ,PLAN EPP67029 AND ALL PROCEEDS THEREFROM.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-34/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 334874N

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | October 28, 2021 at 10:15:40 am Pacific time |
| Current Expiry Date and Time: | October 28, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:55:43 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**6511 SUSSEX HEIGHTS
DEVELOPMENT LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**THIND PROPERTIES LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**YING KEI INVESTMENT INC****Address**1530 - 1200 WEST 73RD AVENUE
VANCOUVER BC
V6P 6G5 Canada**TPL-YK GP LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**LUMINA ECLIPSE GP LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**BETA VIEW HOMES LTD****Address**SUITE 700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

BETA VIEW HOLDINGS INC**Address**SUITE 700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**THIND, DALJIT****Address**3138 WEST 51ST AVENUE
VANCOUVER BC
V6P 4X2 Canada**Birthdate**

January 24, 1965

LIU, RUIQIAN**Address**6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada**Birthdate**

April 1, 1965

LIU, JUNYI**Address**6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada**Birthdate**

April 9, 1994

**SURREY CENTRE DISTRICT NW GP
LTD.****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**DISTRICT NORTHWEST LIMITED
PARTNERSHIP****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**Vehicle Collateral**

None

General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST MINORU VIEW HOMES LTD., MINORU SQUARE DEVELOPMENT GP LTD., AND MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTIES MUNICIPALLY KNOWN AS: 5740, 5760 AND 5800 MINORU BOULEVARD, RICHMOND, BRITISH COLUMBIA, AND LEGALLY IDENTIFIED AS (I) PID NO. 003-640-591; LOT 47 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 34383; (II) PID NO. 006-638-741 LOT 26 EXCEPT: EAST 10 FEET, SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 32135; AND (III) PID NO. 017-151-694 LOT A SECTION 5 BLOCK 4 NORTH, RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN NWP88228 (COLLECTIVELY, THE \PROPERTIES\) AND TO THE BUSINESS CARRIED ON AT THOSE PROPERTIES.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-75/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: March 8, 2022 at 11:57:36 am Pacific time
Registration Number: 582992N
Description:

Debtor Information

SURREY CENTRE DISTRICT NW GP LTD.

ADDED

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

DISTRICT NORTHWEST LIMITED PARTNERSHIP

ADDED

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Registering Party Information

**BENNETT JONES LLP
(O'GRADY/59445-75/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 740059N

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | May 18, 2022 at 1:38:55 pm Pacific time |
| Current Expiry Date and Time: | May 18, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:55:43 am Pacific time)

Secured Party Information

| | |
|-------------------------------------|--|
| WESTMOUNT WEST SERVICES INC. | Address 1130 WEST PENDER STREET, SUITE 520 VANCOUVER BC V6E 4A4 Canada |
|-------------------------------------|--|

Debtor Information

| | |
|-----------------------------|---|
| BETA VIEW HOMES LTD. | Address 700 – 401 WEST GEORGIA STREET VANCOUVER BC V6B 5A1 Canada |
|-----------------------------|---|

| | |
|---|---|
| LUMINA ECLIPSE LIMITED PARTNERSHIP | Address 700 – 401 WEST GEORGIA STREET VANCOUVER BC V6B 5A1 Canada |
|---|---|

| | |
|-------------------------------|---|
| LUMINA ECLIPSE GP LTD. | Address 700 – 401 WEST GEORGIA STREET VANCOUVER BC V6B 5A1 Canada |
|-------------------------------|---|

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED RIGHT, TITLE AND INTEREST OF EACH DEBTOR IN AND TO ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY AND INVESTMENT PROPERTY NOW OR HEREAFTER SITUATE UPON, AFFIXED TO, USED IN CONNECTION WITH, PERTAINING TO OR ARISING OUT OF THOSE LANDS AND PREMISES AS FOLLOWS:

2381 BETA AVENUE, BURNABY, BC AND LEGALLY DESCRIBED AS
PID: 030-169-747, LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

OR ANY LANDS THAT ARE CREATED BY WAY OF SUBDIVISION, CONSOLIDATION AND/OR STRATIFICATION THEREFROM.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET
SUITE 1600
VANCOUVER BC
V6C 3L2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 276858Q

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | March 27, 2024 at 11:48:12 am Pacific time |
| Current Expiry Date and Time: | March 27, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:55:43 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST, SCOTIA PLAZA
TORONTO ON
M5H 3Y2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**BETA VIEW HOMES LTD.****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**MINORU VIEW HOMES LTD.****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**THIND, DALJIT****Address**3138 WEST 51ST AVENUE
VANCOUVER BC
V6N 4H4 Canada**Birthdate**

January 24, 1965

LIU, RUIQIAN**Address**6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada**Birthdate**

April 1, 1965

LUMINA ECLIPSE GP LTD.**Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**MINORU SQUARE DEVELOPMENTS
GP LTD.****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**LUMINA CONDO HOLDINGS LTD.****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**LUMINA CONDO HOLDINGS
LIMITED PARTNERSHIP****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**Vehicle Collateral**

None

General Collateral**Base Registration General Collateral:**

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTY MUNICIPALLY KNOWN AS 6505 SUSSEX AVENUE, BURNABY, BC, 6511 SUSSEX AVENUE, BURNABY, BC, 4490 BERESFORD STREET, BURNABY, BC, and 4498 BERESFORD STREET, BURNABY, BC AND LEGALLY IDENTIFIED AS PID NOS.

032-077-564, 032-077-572, 032-077-581, 032-077-661, 032-077-670, 032-077-688, 032-077-696, 032-077-700, 032-077-718, 032-077-726, 032-077-734, 032-077-742, 032-077-751, 032-077-769, 032-077-777, 032-077-785, 032-077-793, 032-077-807, 032-077-815, 032-077-823, 032-077-831, 032-077-840, 032-077-858, 032-077-866, 032-077-874, 032-077-882, 032-077-891, 032-077-904, 032-077-912, 032-077-921, 032-077-939, 032-077-947, 032-077-955, 032-077-963, 032-077-971, 032-077-980, 032-077-998, 032-078-005, 032-078-013, 032-078-021, 032-078-030, 032-078-048, 032-078-056, 032-078-064, 032-078-072, 032-078-307, 032-078-315, 032-078-323, 032-078-331, 032-078-340, 032-078-358, 032-078-366, 032-078-374, 032-078-382, 032-078-498, 032-078-676, 032-079-125, 032-079-214, 032-079-303, 032-079-362, 032-079-397, 032-079-451, 032-079-486, 032-079-575, 032-079-630, 032-079-664, 032-079-737, 032-079-753, 032-079-842, 032-079-915, 032-079-931, 032-080-026, 032-080-077, 032-080-093, 032-080-166, 032-080-182, 032-080-191, 032-080-255, 032-080-271, 032-080-344, 032-080-361, 032-080-379, 032-080-387, 032-080-395, 032-080-409, 032-080-417, 032-080-425, 032-080-433, 032-080-441, 032-080-450, 032-080-468, 032-080-476, 032-080-484, 032-080-492, 032-080-506, 032-080-514, 032-080-522, 032-080-531, 032-080-549, 032-080-557, 032-080-565, 032-080-573, 032-080-581, 032-080-590, 032-080-603, 032-080-611, 032-080-620, 032-080-638, 032-080-646, 032-080-654, 032-080-662, 032-080-671, 032-080-689, 032-080-697, 032-080-701, 032-080-719, 032-080-727, 032-080-735, 032-080-743, 032-080-751, 032-080-760, 032-080-778, 032-080-786, 032-080-794, 032-080-808, 032-080-816, 032-080-824, 032-080-832, 032-080-841, 032-080-859, 032-080-867, 032-080-875, 032-080-883, 032-080-891, 032-080-905, 032-080-913, 032-080-921, 032-080-930, 032-080-956, 032-080-964, 032-080-972, 032-080-981, 032-080-999, 032-081-006, 032-081-014, 032-081-022, 032-081-031, 032-081-049, 032-081-057, 032-081-065, 032-081-073, 032-081-081, 032-081-090, 032-081-103, 032-081-111, 032-081-120, 032-081-138, 032-081-146, 032-081-154, 032-081-162, 032-081-171, 032-081-189, 032-081-197, 032-081-201, 032-081-219, 032-081-227, 032-081-235, 032-081-243, 032-081-251, 032-081-260, 032-081-278, 032-081-286, 032-081-294, 032-081-308, 032-081-316, 032-081-324, 032-081-332, 032-081-341, 032-081-359, 032-081-367, 032-081-375, 032-081-383, 032-081-391, 032-081-405, 032-081-413, 032-081-421, 032-081-430, 032-081-448, 032-081-456, 032-081-464, 032-081-472, 032-081-481,

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

032-081-499, 032-081-502, 032-081-511, 032-081-529, 032-081-537, 032-081-545, 032-081-553,
032-081-561, 032-081-570, 032-081-588, 032-081-596, 032-081-600, 032-081-618.

Original Registering Party

**BENNETT JONES LLP
(TWEEDLIE/59445-41/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "LUMINA ECLIPSE GP LTD."

Search Date and Time: December 9, 2025 at 9:56:58 am Pacific time
Account Name: OSLER, HOSKIN & HARCOURT LLP
Folio Number: 1263037

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| 3 | 065937N | June 24, 2021 | * LUMINA ECLIPSE GP LTD | 9 |
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| 5 | 740059N | May 18, 2022 | * LUMINA ECLIPSE GP LTD. | 16 |
| 6 | 276858Q | March 27, 2024 | * LUMINA ECLIPSE GP LTD. | 18 |

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 901998M

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | April 15, 2021 at 10:04:36 am Pacific time |
| Current Expiry Date and Time: | April 15, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:58 am Pacific time)

Secured Party Information**COAST CAPITAL SAVINGS FEDERAL
CREDIT UNION****Address**800-9900 KING GEORGE BLVD
SURREY BC
V3T 0K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**BETA VIEW HOMES LTD****Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

THIND PROPERTIES LTD**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

BETA VIEW HOLDINGS INC**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

YING KEI INVESTMENT INC**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

THIND, DALJIT SINGH**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

Birthdate

January 24, 1965

LIU, JUNYI**Address**

C/O 700 - 401 WEST GEORGIA ST
VANCOUVER BC
V6B 4A1 Canada

Birthdate

April 9, 1994

**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

LUMINA ECLIPSE GP LTD.

Address

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF LUMINA CONDO HOLDINGS LIMITED PARTNERSHIP TO ANY OF THE DEBTORS OR RECEIVED BY ANY ONE OR MORE OF THE DEBTORS FROM LUMINA CONDO HOLDINGS LIMITED PARTNERSHIP AND ALL PROCEEDS THEREOF, INCLUDING, WITHOUT LIMITATION, GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS OR MONEY (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, ANY REGULATIONS THEREUNDER ANY ANY AMENDMENTS THERETO, HAVE THOSE DEFINED MEANINGS). .

Original Registering Party

KOFFMAN KALEF LLP

Address

1900 - 885 W. GEORGIA STREET
VANCOUVER BC
V6C 3H4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: September 16, 2024 at 12:07:53 pm Pacific time
Registration Number: 638891Q
Registration Life: 3 Years
New Expiration Date and Time: April 15, 2030 at 11:59:59 pm Pacific time

Registering Party Information

**COAST CAPITAL SAVINGS
FEDERAL CREDIT UNION**

Address

800-9900 KING GEORGE BLVD.
SURREY BC
V3T 0K7 Canada

AMENDMENT

Registration Date and Time: October 24, 2023 at 12:05:59 pm Pacific time
Registration Number: 866594P
Description:

Debtor Information

**LUMINA ECLIPSE LIMITED
PARTNERSHIP**

ADDED

Address

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

LUMINA ECLIPSE GP LTD.

ADDED

Address

C/O 700-401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

KOFFMAN KALEF LLP

Address

19TH FLOOR, 885 W GEORGIA ST
VANCOUVER BC
V6C 3H4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 065925N

Registration Description:

Act:

Base Registration Date and Time:

Current Expiry Date and Time:

Trust Indenture:

PPSA SECURITY AGREEMENT

PERSONAL PROPERTY SECURITY ACT

June 24, 2021 at 1:18:01 pm Pacific time

June 24, 2027 at 11:59:59 pm Pacific time

Expiry date includes subsequent registered renewal(s)

No

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:58 am Pacific time)

Secured Party Information

KINGSETT MORTGAGE CORPORATION

Address

3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

Debtor Information

BETA VIEW HOMES LTD

Address

700-4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

LUMINA ECLIPSE GP LTD

Address

700-4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

LUMINA ECLIPSE LIMITED PARTNERSHIP

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY LOCATED AT, RELATING TO, ARISING FROM OR USED IN CONNECTION WITH, OR WHICH IS NECESSARY TO THE USE AND OPERATION OF THE PROPERTY MUNICIPALLY KNOWN AS 2381 BETA AVENUE, BURNABY, BC, AND LEGALLY IDENTIFIED AS PID NO. 030-169-747; LOT 2 DISTRICT LOT 124 GROUP 1 NWD ,PLAN EPP67029 AND ALL PROCEEDS THEREFROM.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-34/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

Base Registration Number: 065937N

| | |
|---|--|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | June 24, 2021 at 1:20:02 pm Pacific time |
| Current Expiry Date and Time: | June 24, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION
(as of December 9, 2025 at 9:56:58 am Pacific time)

Secured Party Information

**KINGSETT MORTGAGE
CORPORATION**

Address

3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

Debtor Information

BETA VIEW HOMES LTD

Address

700 - 4211 KINGSWAY
VANCOUVER BC
V6B 5A1 Canada

LUMINA ECLIPSE GP LTD

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

**LUMINA ECLIPSE LIMITED
PARTNERSHIP**

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY LOCATED AT, RELATING TO, ARISING FROM OR USED IN CONNECTION WITH, OR WHICH IS NECESSARY TO THE USE AND OPERATION OF THE PROPERTY MUNICIPALLY KNOWN AS 2381 BETA AVENUE, BURNABY, BC, AND LEGALLY IDENTIFIED AS PID NO. 030-169-747; LOT 2 DISTRICT LOT 124 GROUP 1 NWD ,PLAN EPP67029 AND ALL PROCEEDS THEREFROM.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-34/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 334874N

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | October 28, 2021 at 10:15:40 am Pacific time |
| Current Expiry Date and Time: | October 28, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:58 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**6511 SUSSEX HEIGHTS
DEVELOPMENT LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**THIND PROPERTIES LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**YING KEI INVESTMENT INC****Address**1530 - 1200 WEST 73RD AVENUE
VANCOUVER BC
V6P 6G5 Canada**TPL-YK GP LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**LUMINA ECLIPSE GP LTD****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada**BETA VIEW HOMES LTD****Address**SUITE 700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

BETA VIEW HOLDINGS INC**Address**

SUITE 700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND, DALJIT**Address**

3138 WEST 51ST AVENUE
VANCOUVER BC
V6P 4X2 Canada

Birthdate

January 24, 1965

LIU, RUIQIAN**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 1, 1965

LIU, JUNYI**Address**

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 9, 1994

**SURREY CENTRE DISTRICT NW GP
LTD.****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

**DISTRICT NORTHWEST LIMITED
PARTNERSHIP****Address**

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST MINORU VIEW HOMES LTD., MINORU SQUARE DEVELOPMENT GP LTD., AND MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTIES MUNICIPALLY KNOWN AS: 5740, 5760 AND 5800 MINORU BOULEVARD, RICHMOND, BRITISH COLUMBIA, AND LEGALLY IDENTIFIED AS (I) PID NO. 003-640-591; LOT 47 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 34383; (II) PID NO. 006-638-741 LOT 26 EXCEPT: EAST 10 FEET, SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 32135; AND (III) PID NO. 017-151-694 LOT A SECTION 5 BLOCK 4 NORTH ,RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN NWP88228 (COLLECTIVELY, THE \PROPERTIES\) AND TO THE BUSINESS CARRIED ON AT THOSE PROPERTIES.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-75/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: March 8, 2022 at 11:57:36 am Pacific time
Registration Number: 582992N
Description:

Debtor Information

SURREY CENTRE DISTRICT NW GP LTD.

ADDED

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

DISTRICT NORTHWEST LIMITED PARTNERSHIP

ADDED

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Registering Party Information

**BENNETT JONES LLP
(O'GRADY/59445-75/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 740059N

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | May 18, 2022 at 1:38:55 pm Pacific time |
| Current Expiry Date and Time: | May 18, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:58 am Pacific time)

Secured Party Information**WESTMOUNT WEST SERVICES INC.****Address**1130 WEST PENDER STREET, SUITE 520
VANCOUVER BC
V6E 4A4 Canada**Debtor Information****BETA VIEW HOMES LTD.****Address**700 - 401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**700 - 401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada**LUMINA ECLIPSE GP LTD.****Address**700 - 401 WEST GEORGIA STREET
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED RIGHT, TITLE AND INTEREST OF EACH DEBTOR IN AND TO ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY AND INVESTMENT PROPERTY NOW OR HEREAFTER SITUATE UPON, AFFIXED TO, USED IN CONNECTION WITH, PERTAINING TO OR ARISING OUT OF THOSE LANDS AND PREMISES AS FOLLOWS:

2381 BETA AVENUE, BURNABY, BC AND LEGALLY DESCRIBED AS
PID: 030-169-747, LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

OR ANY LANDS THAT ARE CREATED BY WAY OF SUBDIVISION, CONSOLIDATION AND/OR STRATIFICATION THEREFROM.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

Original Registering Party**LAWSON LUNDELL****Address**

925 WEST GEORGIA STREET
SUITE 1600
VANCOUVER BC
V6C 3L2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 276858Q

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | March 27, 2024 at 11:48:12 am Pacific time |
| Current Expiry Date and Time: | March 27, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of December 9, 2025 at 9:56:58 am Pacific time)

Secured Party Information**KINGSETT MORTGAGE
CORPORATION****Address**3700-40 KING STREET WEST, SCOTIA PLAZA
TORONTO ON
M5H 3Y2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**LUMINA ECLIPSE LIMITED
PARTNERSHIP****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**BETA VIEW HOMES LTD.****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**MINORU SQUARE DEVELOPMENT
LIMITED PARTNERSHIP****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**MINORU VIEW HOMES LTD.****Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada**THIND, DALJIT****Address**3138 WEST 51ST AVENUE
VANCOUVER BC
V6N 4H4 Canada**Birthdate**

January 24, 1965

LIU, RUIQIAN**Address**6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada**Birthdate**

April 1, 1965

LUMINA ECLIPSE GP LTD.**Address**700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**MINORU SQUARE DEVELOPMENTS
GP LTD.**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

LUMINA CONDO HOLDINGS LTD.

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

**LUMINA CONDO HOLDINGS
LIMITED PARTNERSHIP**

Address

700 - 401 GEORGIA ST W
VANCOUVER BC
V6B 5A1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTY MUNICIPALLY KNOWN AS 6505 SUSSEX AVENUE, BURNABY, BC, 6511 SUSSEX AVENUE, BURNABY, BC, 4490 BERESFORD STREET, BURNABY, BC, and 4498 BERESFORD STREET, BURNABY, BC AND LEGALLY IDENTIFIED AS PID NOS.

032-077-564, 032-077-572, 032-077-581, 032-077-661, 032-077-670, 032-077-688, 032-077-696, 032-077-700, 032-077-718, 032-077-726, 032-077-734, 032-077-742, 032-077-751, 032-077-769, 032-077-777, 032-077-785, 032-077-793, 032-077-807, 032-077-815, 032-077-823, 032-077-831, 032-077-840, 032-077-858, 032-077-866, 032-077-874, 032-077-882, 032-077-891, 032-077-904, 032-077-912, 032-077-921, 032-077-939, 032-077-947, 032-077-955, 032-077-963, 032-077-971, 032-077-980, 032-077-998, 032-078-005, 032-078-013, 032-078-021, 032-078-030, 032-078-048, 032-078-056, 032-078-064, 032-078-072, 032-078-307, 032-078-315, 032-078-323, 032-078-331, 032-078-340, 032-078-358, 032-078-366, 032-078-374, 032-078-382, 032-078-498, 032-078-676, 032-079-125, 032-079-214, 032-079-303, 032-079-362, 032-079-397, 032-079-451, 032-079-486, 032-079-575, 032-079-630, 032-079-664, 032-079-737, 032-079-753, 032-079-842, 032-079-915, 032-079-931, 032-080-026, 032-080-077, 032-080-093, 032-080-166, 032-080-182, 032-080-191, 032-080-255, 032-080-271, 032-080-344, 032-080-361, 032-080-379, 032-080-387, 032-080-395, 032-080-409, 032-080-417, 032-080-425, 032-080-433, 032-080-441, 032-080-450, 032-080-468, 032-080-476, 032-080-484, 032-080-492, 032-080-506, 032-080-514, 032-080-522, 032-080-531, 032-080-549, 032-080-557, 032-080-565, 032-080-573, 032-080-581, 032-080-590, 032-080-603, 032-080-611, 032-080-620, 032-080-638, 032-080-646, 032-080-654, 032-080-662, 032-080-671, 032-080-689, 032-080-697, 032-080-701, 032-080-719, 032-080-727, 032-080-735, 032-080-743, 032-080-751, 032-080-760, 032-080-778, 032-080-786, 032-080-794, 032-080-808, 032-080-816, 032-080-824, 032-080-832, 032-080-841, 032-080-859, 032-080-867, 032-080-875, 032-080-883, 032-080-891, 032-080-905, 032-080-913, 032-080-921, 032-080-930, 032-080-956, 032-080-964, 032-080-972, 032-080-981, 032-080-999, 032-081-006, 032-081-014, 032-081-022, 032-081-031, 032-081-049, 032-081-057, 032-081-065, 032-081-073, 032-081-081, 032-081-090, 032-081-103, 032-081-111, 032-081-120, 032-081-138, 032-081-146, 032-081-154, 032-081-162, 032-081-171, 032-081-189, 032-081-197, 032-081-201, 032-081-219, 032-081-227, 032-081-235, 032-081-243, 032-081-251, 032-081-260, 032-081-278, 032-081-286, 032-081-294, 032-081-308, 032-081-316, 032-081-324, 032-081-332, 032-081-341, 032-081-359, 032-081-367, 032-081-375, 032-081-383, 032-081-391, 032-081-405, 032-081-413, 032-081-421, 032-081-430, 032-081-448, 032-081-456, 032-081-464, 032-081-472, 032-081-481,

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

032-081-499, 032-081-502, 032-081-511, 032-081-529, 032-081-537, 032-081-545, 032-081-553,
032-081-561, 032-081-570, 032-081-588, 032-081-596, 032-081-600, 032-081-618.

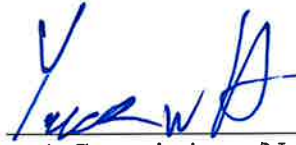
Original Registering Party

**BENNETT JONES LLP
(TWEEDLIE/59445-41/OD)**

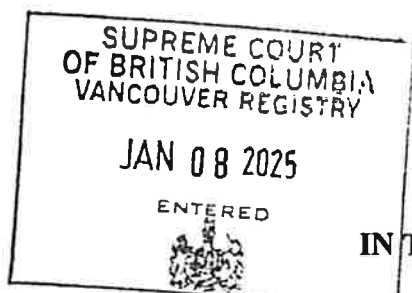
Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

This is Exhibit "C" referred to in the
Affidavit #2 of Daniel Pollack affirmed
before me at Vancouver, BC,
this 9th day of December 2025

A handwritten signature in blue ink, appearing to be 'Y. W. A.', written over a horizontal line.

A Commissioner/Notary Public for the
Province of British Columbia



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

and

BETA VIEW HOMES LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

INITIAL ORDER

BEFORE THE HONOURABLE JUSTICE)
MASUHARA) 2025/01/08
)

THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia, on January 8, 2025 (the "**Order Date**"); AND ON HEARING Emma Newbery, counsel for the Petitioner and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the First Affidavit of Daniel Pollack sworn January 5, 2025 (the "**First Pollack Affidavit**"), the Pre-Filing Report of the proposed monitor, KSV Restructuring Inc. ("**KSV**"), and the consent of KSV to act as monitor (in such capacity, the "**Monitor**") of Beta View Homes Ltd. and Lumina Eclipse Limited Partnership (together, the "**Respondents**" and each, a "**Respondent**"); AND UPON BEING ADVISED that the secured creditors and others who are likely to be affected by the charges created herein were given notice; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the

British Columbia Supreme Court Civil Rules, BC Reg 168/2009 and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

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

JURISDICTION

2. Beta View Homes Ltd. is a company to which the CCAA applies. Lumina Eclipse Limited Partnership shall enjoy the benefits of the protections and authorizations provided by this Order.

SUBSEQUENT HEARING DATE

3. The hearing of the Petitioner’s application for an extension of the Stay Period (as defined in paragraph 11 of this Order) and for any ancillary relief shall be held at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at 10 a.m. on JANUARY 16, 2025 or such other date as this Court may order.

POSSESSION OF PROPERTY AND OPERATIONS

4. Subject to this Order and any further Order of this Court, the Respondents shall remain in possession and control of their current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), and continue to carry on their business (the “**Business**”) in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Respondents shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel, construction managers, project managers, contractors, subcontractors, trades, engineers, quantity surveyors, appraisers, real estate brokers, auditors, managers and such other persons (collectively, “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as the Respondents deem reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

5. Subject to the Definitive Documents (as hereinafter defined), the Respondents shall be entitled, but not required, to pay the following expenses which may have been incurred prior to, on or after the Order Date:

- (a) all outstanding wages, salaries, employee and pension benefits (including long and short-term disability payments), vacation pay and expenses (but excluding severance pay) payable before, on or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively, “Wages”);
- (b) with the prior consent of the Interim Lender (as hereinafter defined), amounts owing for goods and services actually supplied to the Respondents (or either of them) prior to the Order Date up to a maximum aggregate amount of \$250,000, if, in the opinion of the Monitor (i) the applicable supplier or service provider is essential to the Business and the payment is required to ensure ongoing supply, (ii) making such payment will preserve, protect or enhance the value of the Property or the Business, or (iii) making such payment is required to address environmental, safety or regulatory concerns; and
- (c) the fees and disbursements of any Assistants retained or employed by the Respondents (or either of them) which are related to the Respondents’ restructuring, at their standard rates and charges.

6. Except as otherwise provided herein and subject to the Definitive Documents, the Respondents shall be entitled to pay all expenses reasonably incurred by the Respondents in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services;
- (b) all obligations incurred by the Respondents (or either of them) after the Order Date, including without limitation, with respect to goods and services actually supplied

to the Respondents (or either of them) following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Respondents' (or either of their) obligations incurred prior to the Order Date); and

- (c) fees and disbursements of the kind referred to in paragraph 6(b) which may be incurred after the Order Date.

7. The Respondents are authorized to remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Respondents (or either of them) in connection with the sale of goods and services by the Respondents (or either of them), but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.

8. Except as specifically permitted herein, including in paragraph 14 hereof, and in the Definitive Documents, the Respondents are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Respondents (or either of them) to any of their creditors as of the Order Date except as authorized by this Order;
- (b) to make no payments in respect of any financing leases which create security interests;
- (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of their Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;
- (d) to not grant credit except in the ordinary course of the Business only to their customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by the Respondents (or either of them) to such customers as of the Order Date;
- (e) to not incur liabilities except in the ordinary course of Business; and
- (f) to perform all of their obligations under the Strata Lot Purchase Agreements (defined below) and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transactions subject to the Strata Lot Purchase Agreements and for the conveyance of the purchased assets contemplated thereunder.

RESTRUCTURING

9. Subject to such requirements as are imposed by the CCAA, and such covenants as may be contained in the Definitive Documents, the Respondents shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of their Business or operations and commence marketing efforts in respect of any of their redundant or non-material assets and to dispose of redundant or non-material assets; and
- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate,

all of the foregoing to permit the Respondents to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

10. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable (the “**Relevant Enactment**”), the Respondents (or either of them), in the course of these proceedings, are permitted to, and hereby shall, disclose personal information of identifiable individuals in their possession or control to stakeholders, their advisors, prospective investors, financiers, buyers or strategic partners (collectively, “**Third Parties**”), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Respondents binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Monitor or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Respondents.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

11. Until and including January 18, 2025, or such later date as this Court may order (the “**Stay Period**”), no action, suit or proceeding in any court or tribunal (each, a “**Proceeding**”) against or in respect of the Respondents (or either of them) or the Monitor, or their respective employees, advisors, counsel and other representatives acting in such capacities, or affecting the Business or the Property, shall be commenced or continued except with the prior written consent of the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Respondents (or either of them) or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Monitor.

12. During the Stay Period, the Superintendent of Real Estate shall not require the Respondents (or either of them) to file a new disclosure statement under subsection 16(2) of the *Real Estate Development Marketing Act*, S.B.C. 1004, c. 41 (“**REDMA**”) nor take any steps that would otherwise trigger a purchaser’s right of rescission under REDMA, and any rights and remedies of purchasers to rescind pre-sale contracts with the Respondents (or either of them) are stayed and suspended.

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

14. Notwithstanding the Stay Period or any other provision of this Order or the Definitive Documents, the Respondents are expressly authorized and empowered to complete the sales of the following properties in the ordinary course of Business:

- (a) Strata Lot 291: PID 031-256-546, STRATA LOT 291 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS6882 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN

PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V;

- (b) Strata Lot 293: PID 031-256-562, STRATA LOT 293, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V;
- (c) Strata Lot 296: PID 031-256-597, STRATA LOT 296, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V; and
- (d) Strata Lot 510: PID: 031-258-735, STRATA LOT 510, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V,

(collectively, the “**Exempt Lots**”)

pursuant to the applicable purchase and sale agreements negotiated and executed prior to the Order Date (the “**Strata Lot Purchase Agreements**”). For greater certainty, the Monitor and the Interim Lender consent to the Strata Lot Purchase Agreements.

15. Nothing in this Order, including paragraphs 11 and 13, shall: (i) empower the Respondents (or either of them) to carry on any business which the Respondents (or either of them) are not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions

of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Respondents (or either of them).

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

18. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Respondents (or either of them) on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. During the Stay Period, and except as permitted by Section 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of the Respondents (or either of them) with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Respondents (or either of them) whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Respondents, if one is filed, is sanctioned by this Court or is refused by the creditors of the Respondents or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of the Respondents (or either of them) that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

APPOINTMENT OF MONITOR AND MONITOR'S POWERS

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

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

- (a) monitor the Respondents' receipts and disbursements, the Business and dealings with the Property, and implement such measures and controls as the Monitor deems reasonably necessary to monitor the Respondents' receipts and disbursements, the Business and dealings with the Property;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to these proceedings;
- (c) assist in the dissemination to the Interim Lender and its counsel of financial and other information as agreed to between the Monitor and the Interim Lender, which may be used in these proceedings including reporting on a basis to be agreed with the Interim Lender;
- (d) prepare the Respondents' cash flow statements, including such reporting as may be required by the Interim Lender, which information shall be delivered to the Interim Lender and its counsel on a periodic basis, or as otherwise agreed to by the Interim Lender;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Respondents (collectively, the "**Books and Records**"), to the extent that is necessary to adequately assess the Respondents' Business and financial affairs or to perform its duties arising under this Order;
- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (g) perform such other duties as are required by this Order or by this Court from time to time.

22. In addition to the powers and duties of the Monitor set out in paragraph 21 of this Order, the CCAA and applicable law, the Monitor, for and on behalf of and in the name of the Respondents, is hereby authorized and empowered, but not required, to exercise any powers which may be properly exercised by a board of directors or any officers of the Respondents (or either of them), as the Monitor deems appropriate, including without limitation to:

- (a) perform any and all actions or take any steps, and execute, assign, issue and endorse all agreements, instructions, documents and writings, for and on behalf of, and in the name of, the Respondents (or either of them), in order to facilitate the performance of any or all of the Respondents' powers or obligations under this Order, any other Order of this Court or otherwise, and to carry out the Monitor's duties under this Order or any other Order of this Court in these proceedings;
- (b) execute administrative filings as may be required for and on behalf of each of the Respondents;
- (c) take control of the Respondents' existing accounts and the funds credited thereto or deposited therein in such manner as the Monitor, in its sole discretion, deems necessary or appropriate, including, without limitation, transferring any funds received into such accounts to accounts held in the name of the Monitor, effecting any disbursement from the accounts permitted by this Order or any other Order of this Court in these proceedings, and adding or removing any Persons having signing authority with respect to any account or directing the closing of any account, provided that nothing in this Order shall create any obligation or liability on the part of the Monitor in respect of any amounts owing by the Respondents in connection with any of the accounts;
- (d) engage, retain, or terminate or cause the Respondents (or either of them) to engage, retain or terminate the services of any officer, employee, consultant, agent, representative, advisor, construction manager, project manager, contractor, subcontractor, trade, engineer, quantity surveyor, appraiser, real estate broker, expert, auditor, accountant, manager or other Persons or entities from time to time

on whatever basis, including, without limitation, on a temporary basis, as the Monitor deems necessary or appropriate to assist with the exercise of its powers and duties or those of the Respondents (or either of them) or to facilitate or assist in the Restructuring, the continuation of the Business, bringing the Property or any part thereof into compliance with applicable laws and building codes, and/or the preservation, protection or maintenance of the Property and the Business or any part thereof. For greater certainty, any such officer, employee, consultant, agent, representative, advisor, construction manager, project manager, contractor, subcontractor, trade, engineer, quantity surveyor, appraiser, real estate broker, expert, auditor, accountant, manager or other Persons or entities engaged or retained pursuant to this paragraph 22(d) shall thereafter be deemed to be Assistants under this Order;

- (e) conduct, supervise and direct the continuation or commencement of any process or effort to collect, preserve or recover any Property or other assets of the Respondents (or either of them), including, without limitation, any accounts receivable or cash;
- (f) meet and consult with the current or former management of the Respondents (or either of them) and/or their affiliates, or any of their respective advisors, with respect to carrying out its powers and obligations under this Order or any other Order of this Court in these proceedings;
- (g) perform or cause the Respondents (or either of them) to perform such other functions or duties, and enter into or cause the Respondents (or either of them) to enter into any agreements or incur any obligations, as the Monitor considers necessary or desirable in order to facilitate or assist in the Restructuring or the continuation of the Business, including, without limitation, the construction, maintenance, or completion of any strata lots, development projects or properties owned by the Respondents, or any other related activities;
- (h) exercise any rights or powers of the Respondents (or either of them), including, without limitation, any contractual, shareholder, partnership, or joint venture rights

or powers of the Respondents (or either of them) and/or any right or power of the Respondents set out in this Order;

- (i) apply for permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Monitor, in the name of the Respondents (or either of them);
- (j) deal with any taxing or regulatory authority, including to execute any appointment or authorization form on behalf of the Respondents that any taxing or regulatory authority may require, in order to confirm the appointment of an authorized representative of the Respondents (or either of them), which may be a representative of the Monitor, for such purposes;
- (k) claim any and all insurance proceeds or refunds or tax refunds to which the Respondents (or either of them) are entitled for and on behalf of the Respondents (or either of them);
- (l) file, or take such actions necessary for the preparation and filing of, for and on behalf of and in the name of the Respondents (or either of them), (i) any tax returns, and (ii) the Respondents' (or either of their) employee-related remittances, T4 statements and records of employment for the Respondents' (or either of their) former employees, in either case, based solely upon the information in the Books and Records and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such returns, remittances, statements, records or other documents;
- (m) cause the Respondents (or either of them) to perform such functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Respondents (or either of them) in dealing with the Property and the Business or any part thereof, the Restructuring, or preserving and protecting the Property and the Business or any part thereof; and

- (n) take any steps reasonably incidental to the exercise by the Monitor of the powers listed above or the performance of any statutory obligations,

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

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

24. Notwithstanding anything contained in this Order, the Monitor is not and shall not be deemed to be a director, officer or employee of the Respondents (or either of them).

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

26. Subject to the employees’ right to terminate their employment, all employees of the Respondents (or either of them) shall remain the employees of the applicable Respondent until such time as the Monitor, on the applicable Respondent’s behalf, may terminate the employment of such employees. The Monitor shall not be liable for any employee-related liabilities of the Respondents (or either of them), including, without limitation, any successor employer liabilities as provided for in Section 11.8(1) of the CCAA or Section 14.06(1.2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “BIA”). Nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever, and the Monitor shall not be liable for any employee-related liabilities including, without limitation, wages, severance pay, termination pay, vacation pay, pension or benefits amounts relating to any employees that the Monitor may hire in accordance with the terms and conditions of such employment by the Monitor.

27. Nothing herein contained shall require or allow the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant,

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

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

29. In addition to the rights and protections afforded the Monitor under the CCAA, as an officer of this Court or otherwise at law, neither the Monitor nor its employees, advisors or other representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor’s appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Without limiting the generality of the foregoing, in exercising any powers granted to it hereunder: (i) neither the Monitor nor its employees, advisors or other representatives acting in such capacities shall incur any liability or obligation under or in connection with the Definitive Documents, any construction management contracts or other agreements, including, without limitation, the performance, actions omissions or negligence by or of any Assistants, and all other persons acting on their behalf, save and except for any gross negligence or wilful misconduct on its part; and (ii) the Monitor shall be entitled to rely on the Books and Records of the Respondents without independent investigation. Nothing in this Order

shall derogate from the rights and protections afforded the Monitor by the CCAA, as an officer of this Court or any applicable legislation.

30. Nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors, or legal representative of the Respondents (or either of them) or the Property within the meaning of applicable legislation.

ADMINISTRATION CHARGE

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

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

33. The Monitor and counsel to the Monitor shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$250,000, unless permitted by further Order of this Court, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Respondents’ restructuring. The Administration Charge shall have the priority set out in paragraphs 40 and 42 hereof.

INTERIM FINANCING

34. The Respondents are hereby authorized and empowered to obtain and borrow under an interim credit facility from the Petitioner (in such capacity, the “**Interim Lender**”) in order to finance the Respondents’ working capital requirements and other general corporate purposes and

capital expenditures, provided that borrowings under such interim credit facility shall not exceed \$700,000 under this Order, plus interest, fees and expenses, unless permitted by further Order of this Court.

35. Such interim credit facility shall be on the terms and subject to the conditions set forth in the interim financing credit agreement between the Respondents and the Interim Lender attached as Exhibit “U” to the First Pollack Affidavit (the “**Interim Financing Term Sheet**”), to be executed by the Monitor for and on behalf of the Respondents in accordance with the terms of this Order.

36. The Monitor, for and on behalf of the Respondents, is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the Interim Financing Term Sheet, the “**Definitive Documents**”), as are contemplated by the Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Monitor, for and on behalf of the Respondents, is hereby authorized and directed to pay and perform all of the Respondents’ indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to any of the Definitive Documents (collectively, the “**Interim Financing Obligations**”) as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

37. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the “**Interim Lender’s Charge**”) on the Property as security for the Interim Financing Obligations, which Interim Lender’s Charge shall not exceed the aggregate amount of \$700,000, plus interest, fees, and expenses, unless permitted by further Order of this Court. The Interim Lender’s Charge shall not secure an obligation that exists before this Order is made. The Interim Lender’s Charge shall have the priority set out in paragraphs 40 and 42 hereof.

38. Notwithstanding any other provision of this Order:

- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender’s Charge or any of the Definitive Documents;

- (b) upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon five (5) business days' notice to the Monitor, may exercise any and all of its rights and remedies against the Respondents or the Property under or pursuant to any of the Definitive Documents and the Interim Lender's Charge, including without limitation, to cease making advances to the Respondents and set off and/or consolidate any amounts owing by the Interim Lender to the Respondents (or either of them) against the obligations of the Respondents to the Interim Lender under any of the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Respondents (or either of them) and for the appointment of a trustee in bankruptcy of the Respondents (or either of them); and
- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Respondents or the Property.

39. Unless agreed to by the Interim Lender, the Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Monitor, for and on behalf of the Respondents, under the CCAA, or any proposal filed by the Monitor, for and on behalf of the Respondents, under the BIA, with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF THE CHARGES CREATED BY THIS ORDER

40. The priorities of the Administration Charge and the Interim Lender's Charge (together, the "Charges"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$250,000); and

Second – Interim Lender's Charge (to the maximum amount of \$700,000, plus interest, fees and expenses).

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

42. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property, save and except for the Exempt Lots, and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”), in favour of any Person, save and except:

- (a) those claims contemplated by Section 11.8(8) of the CCAA;
- (b) any Person with a properly perfected charge under the *Personal Property Security Act* (British Columbia) or such other applicable legislation that has not been served with the Application materials; and
- (c) any Person with a properly perfected charge under the *Land Title Act* (British Columbia) or such other applicable legislation that has not been served with the Application materials.

43. Except as otherwise expressly provided herein, or as may be approved by this Court, the Respondents shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with any of the Charges, unless the Respondents obtain the prior written consent of the Monitor and the beneficiaries of the Charges.

44. The Charges, and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) and/or the Interim Lender shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors

made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Respondents (or either of them); and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any of the Definitive Documents shall create or be deemed to constitute a breach by the Respondents (or either of them) of any Agreement to which the Respondents (or either of them) are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Monitor, for and on behalf of the Respondents, entering into the Interim Financing Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Respondents (or either of them) pursuant to this Order or the Definitive Documents and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

45. Any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Respondents' interest in such real property leases.

SERVICE AND NOTICE

46. The Monitor shall (i) without delay, publish in the *Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Respondents of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the

prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of the individuals who are creditors publicly available.

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

48. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "**Service List**") to be maintained by the Monitor. The Monitor shall post and maintain an up-to-date form of the Service List on its website at: <https://www.ksvadvisory.com/experience/case/beta-view-homes> (the "**Monitor's Website**").

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

50. Notwithstanding paragraphs 47 and 49 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia, Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

GENERAL

51. Notwithstanding paragraph 58 of this Order, each of the Monitor or the Petitioner, including in its capacity as the Interim Lender, may from time to time apply to this Court for directions in the discharge of their powers and duties hereunder.

52. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Respondents (or either of them), the Business or the Property.

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

54. The Monitor, for and on behalf of each of the Respondents, be at liberty and is hereby authorized to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of each of the Respondents to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C., §§ 101 – 1532, as amended.

55. The Monitor, for and on behalf of the Respondents (or either of them) may (subject to the provisions of the CCAA and the BIA), at any time file a voluntary assignment in bankruptcy or a proposal pursuant to the commercial reorganization provisions of the BIA if and when the Monitor,

for and on behalf of the Respondents (or either of them), determines that such a filing is appropriate.

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

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

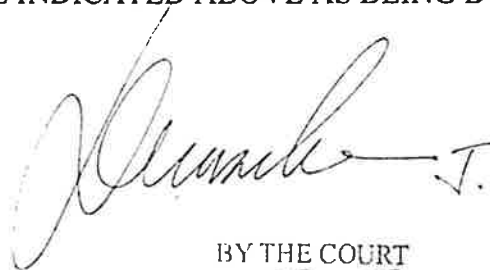
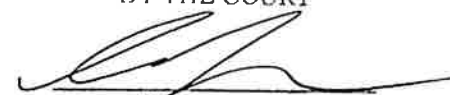
58. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order, provided, however,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

59. Endorsement of this Order by counsel appearing on this application, other than counsel for the Respondents is hereby dispensed with.

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

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

ENDORSEMENTS ATTACHED


BY THE COURT

REGISTRAR

123
S- 250121
Vancouver Registr

Signature of

☐ Party ☒ Lawyer for the Petitioner

Emma Herby for
Mary Buttery, K.C.

Signature of

☐ Party ☐ Lawyer for <name of party(ies)>

Name

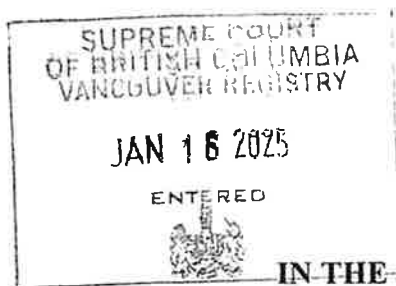
BY THE COURT

REGISTRAR

Schedule "A"

Appearance List

| NAME | APPEARING FOR |
|--|------------------------|
| Emma Newbery & Lucas Hodgson & Mary Buttery, K.C. | Petitioner |
| Sean Zweig & Andrew Froh | KSV Restructuring Inc. |
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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

and

BETA VIEW HOMES LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

AMENDED AND RESTATED INITIAL ORDER

BEFORE THE HONOURABLE JUSTICE)
MASUHARA) 2025/01/16
)

THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia, on January 16, 2025; AND ON HEARING Mary Buttery, K.C., counsel for the Petitioner and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the First Affidavit of Daniel Pollack sworn January 5, 2025 (the "**First Pollack Affidavit**"), the Pre-Filing Report of the proposed monitor, KSV Restructuring Inc. ("**KSV**"), the consent of KSV to act as monitor (in such capacity, the "**Monitor**") of Beta View Homes Ltd. (the "**Nominee**"), Lumina Eclipse GP Ltd. and Lumina Eclipse Limited Partnership (collectively, the "**Respondents**" and each, a "**Respondent**"), and the First Report of the Monitor; AND UPON BEING ADVISED that the secured creditors and others who are likely to be affected by the charges created herein were given notice; AND pursuant to the *Companies' Creditors*

Arrangement Act, R.S.C. 1985 c. C-36 as amended (the “CCAA”), the British Columbia Supreme Court Civil Rules, BC Reg 168/2009 and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

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

JURISDICTION

2. Each of Beta View Homes Ltd. and Lumina Eclipse GP Ltd. is a company to which the CCAA applies. Lumina Eclipse Limited Partnership shall enjoy the benefits of the protections and authorizations provided by this Order.

POSSESSION OF PROPERTY AND OPERATIONS

3. Subject to this Order and any further Order of this Court, the Respondents shall remain in possession and control of their current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), and continue to carry on their business (the “**Business**”) in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Respondents shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel, construction managers, project managers, contractors, subcontractors, trades, engineers, quantity surveyors, appraisers, real estate brokers, auditors, managers and such other persons (collectively, “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as the Respondents deem reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

4. Subject to the Definitive Documents (as defined below), the Respondents shall be entitled, but not required, to pay the following expenses which may have been incurred prior to, on or after January 8, 2025 (the “**Order Date**”):

- (a) all outstanding wages, salaries, employee and pension benefits (including long and short-term disability payments), vacation pay and expenses (but excluding

severance pay) payable before, on or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively, “**Wages**”);

- (b) with the prior consent of the Interim Lender (as defined below), amounts owing for goods and services actually supplied to the Respondents (or any of them) prior to the Order Date, if, in the opinion of the Monitor (i) the applicable supplier or service provider is essential to the Business and the payment is required to ensure ongoing supply, (ii) making such payment will preserve, protect or enhance the value of the Property or the Business, or (iii) making such payment is required to address environmental, safety or regulatory concerns; and
- (c) the fees and disbursements of any Assistants retained or employed by the Respondents (or any of them) which are related to the Respondents’ restructuring, at their standard rates and charges.

5. Except as otherwise provided herein and subject to the Definitive Documents, the Respondents shall be entitled to pay all expenses reasonably incurred by the Respondents in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

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

6. The Respondents are authorized to remit, in accordance with legal requirements, or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;
 - (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Respondents (or any of them) in connection with the sale of goods and services by the Respondents (or any of them), but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and
 - (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.
7. Except as specifically permitted herein, including in paragraph 13 hereof, and in the Definitive Documents, the Respondents are hereby directed, until further Order of this Court:
- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Respondents (or any of them) to any of their creditors as of the Order Date except as authorized by this Order;
 - (b) to make no payments in respect of any financing leases which create security interests;
 - (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of their Property, nor become a guarantor or surety, nor

otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;

- (d) to not grant credit except in the ordinary course of the Business only to their customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by the Respondents (or any of them) to such customers as of the Order Date; and
- (e) to not incur liabilities except in the ordinary course of Business.

RESTRUCTURING

8. Subject to such requirements as are imposed by the CCAA, and such covenants as may be contained in the Definitive Documents, the Respondents shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of their Business or operations and commence marketing efforts in respect of any of their redundant or non-material assets and to dispose of redundant or non-material assets;
- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate;
- (c) take such steps and execute such additional documentation as may be necessary or desirable to facilitate the completion of the development property known as “Brentwood Tower C” (the “**Brentwood Project**”);
- (d) subject to further Order of this Court, market or caused to be marketed for sale using a form of agreement of purchase and sale acceptable to the Monitor (the “**Sale Agreements**”), any part or parts of the Property comprising the Brentwood Project (other than, for greater certainty, the Exempt Lots (as defined below)) and the exclusive use of any and all parking stalls and/or storage lockers, in each case, in the ordinary course of Business and consistent with past practice and the Respondents’ current marketing arrangements, subject to such amendments acceptable to the Monitor, and

- to take such additional steps and execute such additional documentation as may be necessary or desirable in connection with such marketing;
- (e) subject to further Order of this Court, complete closings in respect of part or parts of the Property comprising the Brentwood Project (other than, for greater certainty, the Exempt Lots) and the exclusive use of any and all parking stalls and/or storage lockers pursuant to existing agreements of purchase and sale to which the Respondents (or any of them) are party, subject to such amendments as the Monitor and the applicable purchaser(s) may agree upon (the “**Existing Sale Agreements**”) and the Sale Agreements, in each case, in the ordinary course of Business and consistent with past practice, and to take such additional steps and execute such additional documentation as may be necessary or desirable for the completion of the transactions contemplated under the Existing Sale Agreements; and
 - (f) pursue all avenues of refinancing, restructuring, selling or reorganizing the Business or Property, in whole or in part, subject to prior approval of this Court being obtained before any material refinancing, restructuring or reorganization or any sale outside of the ordinary course of Business,

all of the foregoing to permit the Respondents to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

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

as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Monitor or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Respondents.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

10. Until and including April 4th, 2025, or such later date as this Court may order (the “**Stay Period**”), no action, suit or proceeding in any court or tribunal (each, a “**Proceeding**”) against or in respect of the Respondents (or any of them) or the Monitor, or their respective employees, advisors, counsel and other representatives acting in such capacities, or affecting the Business or the Property, shall be commenced or continued except with the prior written consent of the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Respondents (or any of them) or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Monitor.

11. During the Stay Period, the Superintendent of Real Estate shall not require the Respondents (or any of them) to file a new disclosure statement under subsection 16(2) of the *Real Estate Development Marketing Act*, S.B.C. 1004, c. 41 (“**REDMA**”) nor take any steps that would otherwise trigger a purchaser’s right of rescission under REDMA, and any rights and remedies of purchasers to rescind pre-sale contracts with the Respondents (or any of them) are stayed and suspended.

12. During the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Respondents (or any of them) or the Monitor, or their respective employees, advisors, counsel and other

representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the prior written consent of the Monitor or leave of this Court.

13. Notwithstanding the Stay Period or any other provision of this Order or the Definitive Documents, the Respondents are expressly authorized and empowered to complete the sales of the following properties in the ordinary course of Business (collectively, the “**Exempt Lots**”):

| | Municipal Address | PID | Legal Description |
|----|--|-------------|---|
| 1. | 3702-2311 BETA AVE BURNABY V5C 0M1 | 031-256-449 | STRATA LOT 281, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 2. | 3703-2311 BETA AVE BURNABY V5C 0M1 | 031-256-457 | STRATA LOT 282, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 3. | 3803-2311 BETA AVE BURNABY V5C 0M1 | 031-256-503 | STRATA LOT 287, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 4. | TH101-2351 BETA AVE BURNABY V5C 0M2 | 031-256-538 | STRATA LOT 290, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 5. | TH102-2351 BETA AVE BURNABY V5C 0M2 | 031-256-546 | STRATA LOT 291, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 6. | TH104-2351 BETA AVE BURNABY V5C 0M2 | 031-256-562 | STRATA LOT 293, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 7. | TH106-2351 BETA AVE BURNABY V5C 0M2 | 031-256-597 | STRATA LOT 296, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |

| | Municipal Address | PID | Legal Description |
|-----|---|-------------|---|
| 8. | 2601-2351 BETA AVE BURNABY V5C 0M2 | 031-258-662 | STRATA LOT 503, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 9. | 2603-2351 BETA AVE BURNABY V5C 0M2 | 031-258-689 | STRATA LOT 505, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 10. | 2604-2351 BETA AVE BURNABY V5C 0M2 | 031-258-697 | STRATA LOT 506, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 11. | 2702-2351 BETA AVE BURNABY V5C 0M2 | 031-258-719 | STRATA LOT 508, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 12. | 2703-2351 BETA AVE BURNABY V5C 0M2 | 031-258-727 | STRATA LOT 509, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 13. | 2704-2351 BETA AVE BURNABY V5C 0M2 | 031-258-735 | STRATA LOT 510, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |

14. Notwithstanding any provision of this Order, nothing in this Order, the Definitive Documents, or the Interim Financing Obligations affects Coast Capital Savings Federal Credit Union's security over, or interest, in the Exempt Lots and related personal property, or attaches to the Exempt Lots and related personal property, including, without limitation, the Monitor's Powers (as defined below), the stays of proceedings, or the Charges (as defined below).

15. Nothing in this Order, including paragraphs 10 and 12, shall: (i) empower the Respondents (or any of them) to carry on any business which the Respondents (or any of them) are not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory

body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Respondents (or any of them).

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

18. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Respondents (or any of them) on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

NO PRE-FILING VERSUS POST-FILING SET-OFF

19. No Person shall be entitled to set off any amounts that (i) are or may become due to the Respondents (or any of them) in respect of obligations arising prior to the Order Date with any amounts that are or may become due from the Respondents (or any of them) in respect of obligations arising on or after the Order Date, or (ii) are or may become due from any of the Respondents (or any of them) in respect of obligations arising prior to Order Date with any amounts that are or may become due the Respondents (or any of them) in respect of obligations arising on or after the Order Date, in each case without the prior written consent of the Monitor or further Order of this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. During the Stay Period, and except as permitted by Section 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of the Respondents (or any of them) with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Respondents (or any of them) whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Respondents, if one is filed, is sanctioned by this Court or is refused by the creditors of the Respondents or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of the Respondents (or any of them) that might otherwise be barred or extinguished by the effluxion of

time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

APPOINTMENT OF MONITOR AND MONITOR'S POWERS

21. KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Business and financial affairs of the Respondents with the powers and obligations set out in the CCAA or set forth herein, and that the Respondents and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Respondents (or any of them) pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions. For certainty, notwithstanding any other provision of this Order, the Monitor and each of its employees, advisors and other representatives acting in such capacities shall have ~~no~~ ^{limited} duties or obligations under this Order, the CCAA or applicable law, or incur any liability, of any nature or kind, and the Monitor's Powers shall not extend to nor apply, in respect of the Exempt Lots.

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

- (a) monitor the Respondents' receipts and disbursements, the Business and dealings with the Property, and implement such measures and controls as the Monitor deems reasonably necessary to monitor the Respondents' receipts and disbursements, the Business and dealings with the Property;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to these proceedings;
- (c) assist in the dissemination to the Interim Lender and its counsel of financial and other information as agreed to between the Monitor and the Interim Lender, which may be used in these proceedings including reporting on a basis to be agreed with the Interim Lender;

- (d) prepare the Respondents' cash flow statements, including such reporting as may be required by the Interim Lender, which information shall be delivered to the Interim Lender and its counsel on a periodic basis, or as otherwise agreed to by the Interim Lender;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Respondents (collectively, the "**Books and Records**"), to the extent that is necessary to adequately assess the Respondents' Business and financial affairs or to perform its duties arising under this Order;
- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (g) perform such other duties as are required by this Order or by this Court from time to time.

23. In addition to the powers and duties of the Monitor set out in paragraph 22 of this Order, the CCAA and applicable law, the Monitor, for and on behalf of and in the name of the Respondents, is hereby authorized and empowered, but not required, to exercise any powers which may be properly exercised by a board of directors or any officers of the Respondents (or any of them), as the Monitor deems appropriate, including without limitation to:

- (a) perform any and all actions or take any steps, and execute, assign, issue and endorse all agreements, instructions, documents and writings, for and on behalf of, and in the name of, the Respondents (or any of them), in order to facilitate the performance of any or all of the Respondents' powers or obligations under this Order, any other Order of this Court or otherwise, and to carry out the Monitor's duties under this Order or any other Order of this Court in these proceedings;
- (b) execute administrative filings as may be required for and on behalf of each of the Respondents;

- (c) take control of the Respondents' existing accounts and the funds credited thereto or deposited therein in such manner as the Monitor, in its sole discretion, deems necessary or appropriate, including, without limitation, transferring any funds received into such Accounts to accounts held in the name of the Monitor, effecting any disbursement from the Accounts permitted by this Order or any other Order of this Court in these proceedings, and adding or removing any Persons having signing authority with respect to any Account or directing the closing of any Account, provided that nothing in this Order shall create any obligation or liability on the part of the Monitor in respect of any amounts owing by the Respondents in connection with any of the Accounts;
- (d) engage, retain, or terminate or cause the Respondents (or any of them) to engage, retain or terminate the services of any officer, employee, consultant, agent, representative, advisor, construction manager, project manager, contractor, subcontractor, trade, engineer, quantity surveyor, appraiser, real estate broker, expert, auditor, accountant, manager or other Persons or entities from time to time on whatever basis, including, without limitation, on a temporary basis, as the Monitor deems necessary or appropriate to assist with the exercise of its powers and duties or those of the Respondents or to facilitate or assist in the Restructuring, the continuation of the Respondents' Business, bringing the Property or any part thereof into compliance with applicable laws and building codes, the preservation, protection or maintenance of the Property and the Business or any part thereof. For greater certainty, any such officer, employee, consultant, agent, representative, advisor, construction manager, project manager, contractor, subcontractor, trade, engineer, quantity surveyor, appraiser, real estate broker, expert, auditor, accountant, manager or other Persons or entities engaged or retained pursuant to this paragraph 23(d) shall thereafter be deemed to be Assistants under this Order;
- (e) conduct, supervise and direct the continuation or commencement of any process or effort to collect, preserve or recover any Property or other assets of the Respondents (or any of them), including, without limitation, any accounts receivable or cash,

and to market, sell and/or dispose of such Property or other assets in accordance with this Order, any other Order of this Court in these proceedings and the CCAA;

- (f) meet and consult with the current or former management of the Respondents (or any of them) and/or their affiliates, or any of their respective advisors, with respect to carrying out its powers and obligations under this Order or any other Order of this Court in these proceedings;
- (g) disclaim, in accordance with the CCAA, any contracts of the Respondents (or any of them);
- (h) perform or cause the Respondents (or any of them) to perform such other functions or duties, and enter into or cause the Respondents (or any of them) to enter into any agreements or incur any obligations, as the Monitor considers necessary or desirable in order to facilitate or assist in the Restructuring, including, without limitation, the realization and/or sale of all or any part of the Respondents' Property in accordance with this Order, any other Order of this Court in these proceedings and the CCAA (including the sale and closing of any or all parts of the Property comprising the Brentwood Project and the sale or assignment of the exclusive use of any and all parking stalls and/or storage lockers, in each case, in the ordinary course of Business), the collection and distribution of any net proceeds of the Property (the "**Proceeds**"), the construction, maintenance, completion or delivery of any strata lots, development projects, including the Brentwood Project, or properties owned by the Respondents, the continuation of the Respondents' Business, or any other related activities;
- (i) exercise any rights or powers of the Respondents (or any of them), including, without limitation, any contractual, shareholder, partnership, or joint venture rights or powers of the Respondents (or any of them) and/or any right or power of the Respondents set out in this Order;

- (j) initiate, defend, continue, settle or compromise any and all Proceedings now pending or hereafter instituted with respect to the Respondents (or any of them), any of the Property or Proceeds, including such appeals or applications for judicial review in respect of any order or judgment pronounced in any such Proceeding;
- (k) deal with any lien claims, that have been or may be registered, as the case may be, or which arise in respect of the Property, including any part or parts thereof and, with the approval of this Court, to make any required distribution(s) to any contractor or subcontractor of the Respondents (or any of them);
- (l) apply for permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Monitor, in the name of the Respondents (or any of them);
- (m) deal with any taxing or regulatory authority, including to execute any appointment or authorization form on behalf of the Respondents that any taxing or regulatory authority may require, in order to confirm the appointment of an authorized representative of the Respondents (or any of them), which may be a representative of the Monitor, for such purposes;
- (n) claim any and all insurance proceeds or refunds or tax refunds to which any of the Respondents is entitled on behalf of such Respondent;
- (o) file, or take such actions necessary for the preparation and filing of, on behalf of and in the name of the Respondents (or any of them), (i) any tax returns, and (ii) the Respondents' employee-related remittances, T4 statements and records of employment for the Respondents' former employees, in either case, based solely upon the information in the Books and Records and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such returns, remittances, statements, records or other documents;

- (p) cause the Respondents (or any of them) to perform such functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Respondents in dealing with the Property and the Business or any part thereof, the Restructuring and the Proceeds, or preserving and protecting the Property and the Business or any part thereof;
- (q) subject to paragraph 11, cause the Respondents (or any of them) to take such steps as the Monitor determines may be reasonably necessary or appropriate to comply with REDMA;
- (r) apply to this Court for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order of this Court granted in these proceedings, including, without limitation, for (i) approval of the distribution and/or allocation of the Proceeds, (ii) any vesting or other orders the Monitor deems necessary or desirable to convey the Property or any part thereof, and (iii) advice and directions with respect to any matter; and
- (s) take any steps reasonably incidental to the exercise by the Monitor of the powers listed above or the performance of any statutory obligations,

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

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

25. Notwithstanding anything contained in this Order, the Monitor is not and shall not be deemed to be a director, officer or employee of the Respondents (or any of them).

26. Notwithstanding anything contained in this Order, the Monitor shall not take possession of the Property or Business and shall not, by fulfilling its obligations hereunder, or by inadvertence

in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession of the Business or Property, or any part thereof.

27. Subject to the employees' right to terminate their employment, all employees of the Respondents (or any of them) shall remain the employees of the applicable Respondent until such time as the Monitor, on the applicable Respondent's behalf, may terminate the employment of such employees. The Monitor shall not be liable for any employee-related liabilities of the Respondents (or any of them), including, without limitation, any successor employer liabilities as provided for in Section 11.8(1) of the CCAA or Section 14.06(1.2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"). Nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever, and the Monitor shall not be liable for any employee-related liabilities including, without limitation, wages, severance pay, termination pay, vacation pay, pension or benefits amounts relating to any employees that the Monitor may hire in accordance with the terms and conditions of such employment by the Monitor.

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

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

30. In addition to the rights and protections afforded the Monitor under the CCAA, as an officer of this Court or otherwise at law, neither the Monitor nor its employees, advisors or other representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor's appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Without limiting the generality of the foregoing, in exercising any powers granted to it hereunder: (i) neither the Monitor nor its employees, advisors or other representatives acting in such capacities shall incur any liability or obligation under or in connection with the Definitive Documents, any construction management contracts or other agreements, or the performance, actions omissions or negligence by or of any Assistants, and all other persons acting on their behalf, save and except for any gross negligence or wilful misconduct on its part; and (ii) the Monitor shall be entitled to rely on the Books and Records of the Respondents without independent investigation. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA, as an officer of this Court or any applicable legislation.

31. Nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors, or legal representative of the Respondents (or any of them) or the Property within the meaning of applicable legislation.

ADMINISTRATION CHARGE

32. The Monitor and counsel to the Monitor shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the Order Date, by the Respondents as part of the cost of these proceedings. The

Respondents are hereby authorized and directed to pay the accounts of the Monitor and counsel to the Monitor on a periodic basis.

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

34. The Monitor and counsel to the Monitor shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$500,000, unless permitted by further Order of this Court, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Respondents’ restructuring. The Administration Charge shall have the priority set out in paragraphs 41 and 43 hereof.

INTERIM FINANCING

35. The Respondents are hereby authorized and empowered to obtain and borrow under an interim credit facility from the Petitioner (in such capacity, the “**Interim Lender**”) in order to finance the Respondents’ working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such interim credit facility shall not exceed \$18,000,000 under this Order, plus interest, fees and expenses, unless permitted by further Order of this Court.

36. Such interim credit facility shall be on the terms and subject to the conditions set forth in the interim financing credit agreement between the Respondents and the Interim Lender attached as Exhibit “U” to the First Pollack Affidavit (the “**Interim Financing Term Sheet**”), and executed by the Monitor for and on behalf of the Respondents in accordance with the terms of this Order.

37. The Monitor, for and on behalf of the Respondents, is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the Interim Financing

Term Sheet, the “**Definitive Documents**”), as are contemplated by the Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Monitor, for and on behalf of the Respondents, is hereby authorized and directed to pay and perform all of the Respondents’ indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to any of the Definitive Documents (collectively, the “**Interim Financing Obligations**”) as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

38. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the “**Interim Lender’s Charge**”) on the Property as security for the Interim Financing Obligations, which Interim Lender’s Charge shall not exceed the aggregate amount of \$18,000,000, plus interest, fees, and expenses, unless permitted by further Order of this Court. The Interim Lender’s Charge shall not secure an obligation that exists before this Order is made. The Interim Lender’s Charge shall have the priority set out in paragraphs 41 and 43 hereof.

39. Notwithstanding any other provision of this Order:

- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender’s Charge, the Interim Lender, upon five (5) business days’ notice to the Monitor, may exercise any and all of its rights and remedies against the Respondents or the Property under or pursuant to any of the Definitive Documents and the Interim Lender’s Charge, including without limitation, to cease making advances to the Respondents and set off and/or consolidate any amounts owing by the Interim Lender to the Respondents (or any of them) against the obligations of the Respondents to the Interim Lender under any of the Definitive Documents or the Interim Lender’s Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the

Respondents (or any of them) and for the appointment of a trustee in bankruptcy of the Respondents (or any of them); and

- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Respondents or the Property.

40. Unless agreed to by the Interim Lender, the Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Monitor, for and on behalf of the Respondents, under the CCAA, or any proposal filed by the Monitor, for and on behalf of the Respondents, under the BIA, with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF THE CHARGES CREATED BY THIS ORDER

41. The priorities of the Administration Charge and the Interim Lender's Charge (together, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000); and

Second – Interim Lender's Charge (to the maximum amount of \$18,000,000, plus interest, fees and expenses).

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

43. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property, save and except for the Exempt Lots, and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, save and except those claims contemplated by Section 11.8(8) of the CCAA.

44. Except as otherwise expressly provided herein, or as may be approved by this Court, the Respondents shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with any of the Charges, unless the Respondents obtain the prior written consent of the Monitor and the beneficiaries of the Charges.

45. The Charges, and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “Chargees”) and/or the Interim Lender shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an “Agreement”) which binds the Respondents (or any of them); and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any of the Definitive Documents shall create or be deemed to constitute a breach by the Respondents (or any of them) of any Agreement to which the Respondents (or any of them) are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Monitor, for and on behalf of the Respondents, entering into the Interim Financing Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Respondents (or any of them) pursuant to this Order or the Definitive Documents and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

46. Any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Respondents' interest in such real property leases.

SERVICE AND NOTICE

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

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

49. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "**Service List**") to be maintained by the Monitor. The Monitor shall post and maintain an up-to-date form of the Service List on its website at: <https://www.ksvadvisory.com/experience/case/beta-view-homes> (the "**Monitor's Website**").

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

51. Notwithstanding paragraphs 48 and 50 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia, Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

GENERAL

52. The style of cause in these proceedings shall be amended to read as follows:

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.

and

LUMINA ECLIPSE GP LTD.

RESPONDENTS

53. Neither the Petitioner nor the Monitor shall be required to amend the Petition filed in these proceedings or to serve copies of the Petition or other filed materials on Lumina Eclipse GP Ltd.

54. Notwithstanding paragraph 61 of this Order, each of the Monitor or the Petitioner, including in its capacity as the Interim Lender, may from time to time apply to this Court for directions in the discharge of their powers and duties hereunder.

55. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Respondents (or any of them), the Business or the Property.

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

57. The Monitor, for and on behalf of each of the Respondents, be at liberty and is hereby authorized to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of each of the Respondents to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C., §§ 101 – 1532, as amended.

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

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

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

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

62. Endorsement of this Order by counsel appearing on this application, other than counsel for the Respondents is hereby dispensed with.

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

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

☐ Party ☒ Lawyer for the Petitioner

Mary Buttery, K.C.

Signature of

☐ Party ☐ Lawyer for <name of party(ies)>

Name

MF

BY THE COURT

REGISTRAR

Form
CHECKED
MF

Schedule "A"**Appearance List**

| NAME | APPEARING FOR |
|-------------------------------------|--|
| Mary Buttery, K.C. Lucas Hodgson | KingSett Mortgage Corporation |
| Annalise MacDonald | Coast Capital Savings Federal Credit Union |
| Bryan Gibbons Candace Formosa | Westmount West Services Inc. |
| David Gruber | KSV Restructuring Inc. |
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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.

and

LUMINA ECLIPSE GP LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

SECOND AMENDED AND RESTATED INITIAL ORDER

BEFORE THE HONOURABLE JUSTICE)
MASUHARA) 2025/04/16
)

THE APPLICATION of KSV Restructuring Inc. ("KSV"), in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**") of Beta View Homes Ltd., Lumina Eclipse GP Ltd., Lumina Eclipse Limited Partnership and D-Third Development Beta Ltd. (collectively, the "**Respondents**" and each, a "**Respondent**") coming on for hearing at Vancouver, British Columbia, on April 16, 2025; AND ON HEARING Sean Zweig, counsel for the Monitor, and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the First Affidavit of Daniel Pollack sworn January 5, 2025 (the "**First Pollack Affidavit**"), the Pre-Filing Report of KSV, in its capacity as the proposed monitor, dated January 7, 2025, the consents of KSV to act as the Monitor of the Respondents, the First Report of the

Monitor dated January 14, 2025, and the Second Report of the Monitor dated April 8, 2025; AND UPON BEING ADVISED that the secured creditors and others who are likely to be affected by the charges created herein were given notice; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCAA"), the British Columbia Supreme Court Civil Rules, BC Reg 168/2009 and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

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

JURISDICTION

2. Each of Beta View Homes Ltd., Lumina Eclipse GP Ltd. and D-Third Development Beta Ltd. is a company to which the CCAA applies. Lumina Eclipse Limited Partnership shall enjoy the benefits of the protections and authorizations provided by this Order.

POSSESSION OF PROPERTY AND OPERATIONS

3. Subject to this Order and any further Order of this Court, the Respondents shall remain in possession and control of their current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), and continue to carry on their business (the "**Business**") in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Respondents shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel, construction managers, project managers, contractors, subcontractors, trades, engineers, quantity surveyors, appraisers, real estate brokers, auditors, managers and such other persons (collectively, "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as the Respondents deem reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

4. Subject to the Definitive Documents (as defined below), the Respondents shall be entitled, but not required, to pay the following expenses which may have been incurred prior to, on or after January 8, 2025 (the “**Order Date**”):

- (a) all outstanding wages, salaries, employee and pension benefits (including long and short-term disability payments), vacation pay and expenses (but excluding severance pay) payable before, on or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively, “**Wages**”);
- (b) with the prior consent of the Interim Lender (as defined below), amounts owing for goods and services actually supplied to the Respondents (or any of them) prior to the Order Date, if, in the opinion of the Monitor (i) the applicable supplier or service provider is essential to the Business and the payment is required to ensure ongoing supply, (ii) making such payment will preserve, protect or enhance the value of the Property or the Business, or (iii) making such payment is required to address environmental, safety or regulatory concerns; and
- (c) the fees and disbursements of any Assistants retained or employed by the Respondents (or any of them) which are related to the Respondents’ restructuring, at their standard rates and charges.

5. Except as otherwise provided herein and subject to the Definitive Documents, the Respondents shall be entitled to pay all expenses reasonably incurred by the Respondents in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services;
- (b) all obligations incurred by the Respondents (or any of them) after the Order Date, including without limitation, with respect to goods and services actually supplied to the Respondents (or any of them) following the Order Date (including those

under purchase orders outstanding at the Order Date but excluding any interest on the Respondents' (or any of their) obligations incurred prior to the Order Date); and

- (c) fees and disbursements of the kind referred to in paragraph 5(b) which may be incurred after the Order Date.

6. The Respondents are authorized to remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Respondents (or any of them) in connection with the sale of goods and services by the Respondents (or any of them), but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.

7. Except as specifically permitted herein, including in paragraph 13 hereof, and in the Definitive Documents, the Respondents are hereby directed, until further Order of this Court:

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

RESTRUCTURING

8. Subject to such requirements as are imposed by the CCAA, and such covenants as may be contained in the Definitive Documents, the Respondents shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of their Business or operations and commence marketing efforts in respect of any of their redundant or non-material assets and to dispose of redundant or non-material assets;
- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate;

- (c) take such steps and execute such additional documentation as may be necessary or desirable to facilitate the completion of the development property known as “Brentwood Tower C” (the “**Brentwood Project**”);
- (d) subject to further Order of this Court, market or cause to be marketed for sale using a form of agreement of purchase and sale acceptable to the Monitor (the “**Sale Agreements**”), any part or parts of the Property comprising the Brentwood Project (other than, for greater certainty, the Exempt Lots (as defined below)) and the exclusive use of any and all parking stalls and/or storage lockers, in each case, in the ordinary course of Business and consistent with past practice and the Respondents’ current marketing arrangements, subject to such amendments acceptable to the Monitor, and to take such additional steps and execute such additional documentation as may be necessary or desirable in connection with such marketing;
- (e) subject to further Order of this Court, complete closings in respect of part or parts of the Property comprising the Brentwood Project (other than, for greater certainty, the Exempt Lots) and the exclusive use of any and all parking stalls and/or storage lockers pursuant to existing agreements of purchase and sale to which the Respondents (or any of them) are party, subject to such amendments as the Monitor and the applicable purchaser(s) may agree upon (the “**Existing Sale Agreements**”) and the Sale Agreements, in each case, in the ordinary course of Business and consistent with past practice, and to take such additional steps and execute such additional documentation as may be necessary or desirable for the completion of the transactions contemplated under the Existing Sale Agreements; and
- (f) pursue all avenues of refinancing, restructuring, selling or reorganizing the Business or Property, in whole or in part, subject to prior approval of this Court being obtained before any material refinancing, restructuring or reorganization or any sale outside of the ordinary course of Business,

all of the foregoing to permit the Respondents to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

9. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable (the “**Relevant Enactment**”), the Respondents (or any of them), in the course of these proceedings, are permitted to, and hereby shall, disclose personal information of identifiable individuals in their possession or control to stakeholders, their advisors, prospective investors, financiers, buyers or strategic partners (collectively, “**Third Parties**”), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Respondents binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Monitor or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Respondents.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

10. Until and including July 18th, 2025, or such later date as this Court may order (the “**Stay Period**”), no action, suit or proceeding in any court or tribunal (each, a “**Proceeding**”) against or in respect of the Respondents (or any of them) or the Monitor, or their respective employees, advisors, counsel and other representatives acting in such capacities, or affecting the Business or the Property, shall be commenced or continued except with the prior written consent of the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Respondents (or any of them) or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Monitor.

11. During the Stay Period, the Superintendent of Real Estate shall not require the Respondents (or any of them) to file a new disclosure statement under subsection 16(2) of the *Real Estate Development Marketing Act*, S.B.C. 1004, c. 41 (“REDMA”) nor take any steps that would otherwise trigger a purchaser’s right of rescission under REDMA, and any rights and remedies of purchasers to rescind pre-sale contracts with the Respondents (or any of them) are stayed and suspended save and except for the exercise of purchasers’ rights of rescission under subsections 21(2)(a) and 21(2)(b)(i) of REDMA in connection with the Sale Agreements.

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

13. Notwithstanding the Stay Period or any other provision of this Order or the Definitive Documents, the Respondents are expressly authorized and empowered to complete the sales of the following properties in the ordinary course of Business (collectively, the “Exempt Lots”):

| | Municipal Address | PID | Legal Description |
|----|---|-------------|---|
| 1. | 3702-2311 BETA AVE BURNABY V5C 0M1 | 031-256-449 | STRATA LOT 281, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 2. | 3703-2311 BETA AVE BURNABY V5C 0M1 | 031-256-457 | STRATA LOT 282, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 3. | 3803-2311 BETA AVE BURNABY V5C 0M1 | 031-256-503 | STRATA LOT 287, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |

| | Municipal Address | PID | Legal Description |
|-----|--|-------------|---|
| 4. | TH101-2351 BETA AVE BURNABY V5C 0M2 | 031-256-538 | STRATA LOT 290, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 5. | TH102-2351 BETA AVE BURNABY V5C 0M2 | 031-256-546 | STRATA LOT 291, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 6. | TH104-2351 BETA AVE BURNABY V5C 0M2 | 031-256-562 | STRATA LOT 293, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 7. | TH106-2351 BETA AVE BURNABY V5C 0M2 | 031-256-597 | STRATA LOT 296, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 8. | 2601-2351 BETA AVE BURNABY V5C 0M2 | 031-258-662 | STRATA LOT 503, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 9. | 2603-2351 BETA AVE BURNABY V5C 0M2 | 031-258-689 | STRATA LOT 505, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 10. | 2604-2351 BETA AVE BURNABY V5C 0M2 | 031-258-697 | STRATA LOT 506, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 11. | 2702-2351 BETA AVE BURNABY V5C 0M2 | 031-258-719 | STRATA LOT 508, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |

| | Municipal Address | PID | Legal Description |
|-----|---|-------------|---|
| 12. | 2703-2351 BETA AVE BURNABY V5C 0M2 | 031-258-727 | STRATA LOT 509, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |
| 13. | 2704-2351 BETA AVE BURNABY V5C 0M2 | 031-258-735 | STRATA LOT 510, PLAN EPS6882, DISTRICT LOT 124, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V |

14. Notwithstanding any provision of this Order, nothing in this Order, the Definitive Documents, or the Interim Financing Obligations affects Coast Capital Savings Federal Credit Union's security over, or interest in, the Exempt Lots and related personal property, or attaches to the Exempt Lots and related personal property, including, without limitation, the Monitor's Powers (as defined below), the stays of proceedings, or the Charges (as defined below).

15. Nothing in this Order, including paragraphs 10 and 12, shall: (i) empower the Respondents (or any of them) to carry on any business which the Respondents (or any of them) are not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Respondents (or any of them).

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

18. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Respondents (or any of them) on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

NO PRE-FILING VERSUS POST-FILING SET-OFF

19. No Person shall be entitled to set off any amounts that (i) are or may become due to the Respondents (or any of them) in respect of obligations arising prior to the Order Date with any amounts that are or may become due from the Respondents (or any of them) in respect of

obligations arising on or after the Order Date, or (ii) are or may become due from any of the Respondents (or any of them) in respect of obligations arising prior to Order Date with any amounts that are or may become due to the Respondents (or any of them) in respect of obligations arising on or after the Order Date, in each case without the prior written consent of the Monitor or further Order of this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. During the Stay Period, and except as permitted by Section 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of the Respondents (or any of them) with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Respondents (or any of them) whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Respondents, if one is filed, is sanctioned by this Court or is refused by the creditors of the Respondents or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of the Respondents (or any of them) that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

APPOINTMENT OF MONITOR AND MONITOR'S POWERS

21. KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Business and financial affairs of the Respondents with the powers and obligations set out in the CCAA or set forth herein, and that the Respondents and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Respondents (or any of them) pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions. For certainty, notwithstanding any other provision of this Order, the Monitor and each of its employees, advisors and other representatives acting in such capacities shall have no duties or obligations under this

Order, the CCAA or applicable law, or incur any liability, of any nature or kind, and the Monitor's Powers shall not extend to nor apply, in respect of the Exempt Lots.

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

- (a) monitor the Respondents' receipts and disbursements, the Business and dealings with the Property, and implement such measures and controls as the Monitor deems reasonably necessary to monitor the Respondents' receipts and disbursements, the Business and dealings with the Property;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to these proceedings;
- (c) assist in the dissemination to the Interim Lender and its counsel of financial and other information as agreed to between the Monitor and the Interim Lender, which may be used in these proceedings including reporting on a basis to be agreed with the Interim Lender;
- (d) prepare the Respondents' cash flow statements, including such reporting as may be required by the Interim Lender, which information shall be delivered to the Interim Lender and its counsel on a periodic basis, or as otherwise agreed to by the Interim Lender;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Respondents, and any books, records, data, including data in electronic form, documents, securities, contracts, orders, corporate and accounting records, contents, and any other papers, records and information of any kind related to the Business, the Brentwood Project or affairs of the Respondents, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Books and Records**"), to the extent

necessary to adequately assess the Respondents' Business and financial affairs or to perform its duties arising under this Order;

- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (g) perform such other duties as are required by this Order or by this Court from time to time.

23. In addition to the powers and duties of the Monitor set out in paragraph 22 of this Order, the CCAA and applicable law, the Monitor, for and on behalf of and in the name of the Respondents, is hereby authorized and empowered, but not required, to exercise any powers which may be properly exercised by a board of directors or any officers of the Respondents (or any of them), as the Monitor deems appropriate, including without limitation to:

- (a) perform any and all actions or take any steps, and execute, assign, issue and endorse all agreements, instructions, documents and writings, for and on behalf of, and in the name of, the Respondents (or any of them), in order to facilitate the performance of any or all of the Respondents' powers or obligations under this Order, any other Order of this Court or otherwise, and to carry out the Monitor's duties under this Order or any other Order of this Court in these proceedings;
- (b) execute administrative filings as may be required for and on behalf of each of the Respondents;
- (c) take control of the Respondents' existing accounts and the funds credited thereto or deposited therein in such manner as the Monitor, in its sole discretion, deems necessary or appropriate, including, without limitation, transferring any funds received into such Accounts to accounts held in the name of the Monitor, effecting any disbursement from the Accounts permitted by this Order or any other Order of this Court in these proceedings, and adding or removing any Persons having signing authority with respect to any Account or directing the closing of any Account,

provided that nothing in this Order shall create any obligation or liability on the part of the Monitor in respect of any amounts owing by the Respondents in connection with any of the Accounts;

- (d) engage, retain, or terminate or cause the Respondents (or any of them) to engage, retain or terminate the services of any officer, employee, consultant, agent, representative, advisor, construction manager, project manager, contractor, subcontractor, trade, engineer, quantity surveyor, appraiser, real estate broker, expert, auditor, accountant, manager or other Persons or entities from time to time on whatever basis, including, without limitation, on a temporary basis, as the Monitor deems necessary or appropriate to assist with the exercise of its powers and duties or those of the Respondents or to facilitate or assist in the Restructuring, the continuation of the Respondents' Business, bringing the Property or any part thereof into compliance with applicable laws and building codes, the preservation, protection or maintenance of the Property and the Business or any part thereof. For greater certainty, any such officer, employee, consultant, agent, representative, advisor, construction manager, project manager, contractor, subcontractor, trade, engineer, quantity surveyor, appraiser, real estate broker, expert, auditor, accountant, manager or other Persons or entities engaged or retained pursuant to this paragraph 23(d) shall thereafter be deemed to be Assistants under this Order;
- (e) conduct, supervise and direct the continuation or commencement of any process or effort to collect, preserve or recover any Property or other assets of the Respondents (or any of them), including, without limitation, any accounts receivable or cash, and to market, sell and/or dispose of such Property or other assets in accordance with this Order, any other Order of this Court in these proceedings and the CCAA;
- (f) meet and consult with the current or former management of the Respondents (or any of them) and/or their affiliates, or any of their respective advisors, with respect to carrying out its powers and obligations under this Order or any other Order of this Court in these proceedings;

- (g) disclaim, in accordance with the CCAA, any contracts of the Respondents (or any of them);
- (h) perform or cause the Respondents (or any of them) to perform such other functions or duties, and enter into or cause the Respondents (or any of them) to enter into any agreements or incur any obligations, as the Monitor considers necessary or desirable in order to facilitate or assist in the Restructuring, including, without limitation, the realization and/or sale of all or any part of the Respondents' Property in accordance with this Order, any other Order of this Court in these proceedings and the CCAA (including the sale and closing of any or all parts of the Property comprising the Brentwood Project and the sale or assignment of the exclusive use of any and all parking stalls and/or storage lockers, in each case, in the ordinary course of Business), the collection and distribution of any net proceeds of the Property (the "**Proceeds**"), the construction, maintenance, completion or delivery of any strata lots, development projects, including the Brentwood Project, or properties owned by the Respondents, the continuation of the Respondents' Business, or any other related activities;
- (i) exercise any rights or powers of the Respondents (or any of them), including, without limitation, any contractual, shareholder, partnership, or joint venture rights or powers of the Respondents (or any of them) and/or any right or power of the Respondents set out in this Order;
- (j) initiate, defend, continue, settle or compromise any and all Proceedings now pending or hereafter instituted with respect to the Respondents (or any of them), any of the Property, the Brentwood Project, the Assistants or the Proceeds, including, without limitation, such appeals or applications for judicial review in respect of any order or judgment pronounced in any such Proceeding;
- (k) deal with any lien claims, that have been or may be registered, as the case may be, or which arise in respect of the Property, including any part or parts thereof and,

with the approval of this Court, to make any required distribution(s) to any contractor or subcontractor of the Respondents (or any of them);

- (l) apply for permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Monitor, in the name of the Respondents (or any of them);
- (m) deal with any taxing or regulatory authority, including to execute any appointment or authorization form on behalf of the Respondents that any taxing or regulatory authority may require, in order to confirm the appointment of an authorized representative of the Respondents (or any of them), which may be a representative of the Monitor, for such purposes;
- (n) claim any and all insurance proceeds or refunds or tax refunds to which any of the Respondents is entitled on behalf of such Respondent;
- (o) file, or take such actions necessary for the preparation and filing of, on behalf of and in the name of the Respondents (or any of them), (i) any tax returns, and (ii) the Respondents' employee-related remittances, T4 statements and records of employment for the Respondents' former employees, in either case, based solely upon the information in the Books and Records and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such returns, remittances, statements, records or other documents;
- (p) cause the Respondents (or any of them) to perform such functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Respondents in dealing with the Property and the Business or any part thereof, the Restructuring and the Proceeds, or preserving and protecting the Property and the Business or any part thereof;

- (q) subject to paragraph 11, cause the Respondents (or any of them) to take such steps as the Monitor determines may be reasonably necessary or appropriate to comply with REDMA;
- (r) apply to this Court for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order of this Court granted in these proceedings, including, without limitation, for (i) approval of the distribution and/or allocation of the Proceeds, (ii) any vesting or other orders the Monitor deems necessary or desirable to convey the Property or any part thereof, and (iii) advice and directions with respect to any matter; and
- (s) take any steps reasonably incidental to the exercise by the Monitor of the powers listed above or the performance of any statutory obligations,

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

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

25. Notwithstanding anything contained in this Order, the Monitor is not and shall not be deemed to be a director, officer or employee of the Respondents (or any of them).

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

27. Subject to the employees’ right to terminate their employment, all employees of the Respondents (or any of them) shall remain the employees of the applicable Respondent until such time as the Monitor, on the applicable Respondent’s behalf, may terminate the employment of such employees. The Monitor shall not be liable for any employee-related liabilities of the

Respondents (or any of them), including, without limitation, any successor employer liabilities as provided for in Section 11.8(1) of the CCAA or Section 14.06(1.2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “BIA”). Nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever, and the Monitor shall not be liable for any employee-related liabilities including, without limitation, wages, severance pay, termination pay, vacation pay, pension or benefits amounts relating to any employees that the Monitor may hire in accordance with the terms and conditions of such employment by the Monitor.

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

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

30. In addition to the rights and protections afforded the Monitor under the CCAA, as an officer of this Court or otherwise at law, neither the Monitor nor its employees, advisors or other representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor's appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Without limiting the generality of the foregoing, in exercising any powers granted to it hereunder: (i) neither the Monitor nor its employees, advisors or other representatives acting in such capacities shall incur any liability or obligation under or in connection with the Definitive Documents, any construction management contracts or other agreements, or the performance, actions omissions or negligence by or of any Assistants, and all other persons acting on their behalf, save and except for any gross negligence or wilful misconduct on its part; and (ii) the Monitor shall be entitled to rely on the Books and Records of the Respondents without independent investigation. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA, as an officer of this Court or any applicable legislation.

31. Nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors, or legal representative of the Respondents (or any of them) or the Property within the meaning of applicable legislation.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR

32. Each of (i) the Respondents; (ii) all of the Respondents' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf; and (iii) all other Persons having notice of this Order shall forthwith advise the Monitor of the existence of any Property in such Person's possession or control, shall grant the Monitor immediate and continued access to the Property, and shall deliver all such Property (excluding any Property that is subject to liens, the validity of which depends on maintaining possession) to the Monitor upon the Monitor's request.

33. All Persons, including, without limitation, Procore Technologies, Inc., other than governmental authorities, shall forthwith advise the Monitor of the existence of any of the Books and Records in that Person's possession or control. Upon request, governmental authorities shall

advise the Monitor of the existence of any of the Books and Records in that Person's possession or control.

34. Upon request, all Persons, including, without limitation, Procore Technologies, Inc. and all Assistants, shall provide to the Monitor or permit the Monitor to make, retain and take away copies of the Books and Records and grant to the Monitor unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 33, 34, or 35 of this Order shall require the delivery of the Books and Records, or the granting of access to the Books and Records, which may not be disclosed or provided to the Monitor due to ~~solicitor~~ *AF* ~~client~~ privilege or statutory provisions prohibiting such disclosure.

35. If any of the Books and Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Books and Records shall forthwith give unfettered access to the Monitor for the purpose of allowing the Monitor to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Monitor in its discretion deems expedient, and shall not alter, erase or destroy any of the Books and Records without the prior written consent of the Monitor. Further, for the purposes of this paragraph, all Persons, including, without limitation, Procore Technologies, Inc. and all Assistants, shall provide the Monitor with all such assistance in gaining immediate access to the information in the Books and Records as the Monitor may require including, without limitation, providing the Monitor with instructions on the use of any computer or other system and providing the Monitor with any and all access codes, account names and account numbers that may be required to gain access to the information.

ADMINISTRATION CHARGE

36. The Monitor and counsel to the Monitor shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the Order Date, by the Respondents as part of the cost of these proceedings. The

Respondents are hereby authorized and directed to pay the accounts of the Monitor and counsel to the Monitor on a periodic basis.

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

38. The Monitor and counsel to the Monitor shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$500,000, unless permitted by further Order of this Court, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Respondents’ restructuring. The Administration Charge shall have the priority set out in paragraphs 45 and 47 hereof.

INTERIM FINANCING

39. The Respondents are hereby authorized and empowered to obtain and borrow under an interim credit facility from the Petitioner (in such capacity, the “**Interim Lender**”) in order to finance the Respondents’ working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such interim credit facility shall not exceed \$18,000,000 under this Order, plus interest, fees and expenses, unless permitted by further Order of this Court.

40. Such interim credit facility shall be on the terms and subject to the conditions set forth in the interim financing credit agreement between the Respondents and the Interim Lender attached as Exhibit “U” to the First Pollack Affidavit (as amended on April 7, 2025 and as of April 16, 2025, and as may be further amended from time to time, the “**Interim Financing Term Sheet**”), and executed by the Monitor for and on behalf of the Respondents in accordance with the terms of this Order.

41. The Monitor, for and on behalf of the Respondents, is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the Interim Financing Term Sheet, the “**Definitive Documents**”), as are contemplated by the Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Monitor, for and on behalf of the Respondents, is hereby authorized and directed to pay and perform all of the Respondents’ indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to any of the Definitive Documents (collectively, the “**Interim Financing Obligations**”) as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

42. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the “**Interim Lender’s Charge**”) on the Property as security for the Interim Financing Obligations, which Interim Lender’s Charge shall not exceed the aggregate amount of \$18,000,000, plus interest, fees, and expenses, unless permitted by further Order of this Court. The Interim Lender’s Charge shall not secure an obligation that exists before this Order is made. The Interim Lender’s Charge shall have the priority set out in paragraphs 45 and 47 hereof.

43. Notwithstanding any other provision of this Order:

- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender’s Charge, the Interim Lender, upon five (5) business days’ notice to the Monitor, may exercise any and all of its rights and remedies against the Respondents or the Property under or pursuant to any of the Definitive Documents and the Interim Lender’s Charge, including without limitation, to cease making advances to the Respondents and set off and/or consolidate any amounts owing by the Interim Lender to the Respondents (or any of them) against the obligations of the Respondents to the Interim Lender under any of the Definitive

Documents or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Respondents (or any of them) and for the appointment of a trustee in bankruptcy of the Respondents (or any of them); and

- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Respondents or the Property.

44. Unless agreed to by the Interim Lender, the Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Monitor, for and on behalf of the Respondents, under the CCAA, or any proposal filed by the Monitor, for and on behalf of the Respondents, under the BIA, with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF THE CHARGES CREATED BY THIS ORDER

45. The priorities of the Administration Charge and the Interim Lender's Charge (together, the "Charges"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000); and

Second – Interim Lender's Charge (to the maximum amount of \$18,000,000, plus interest, fees and expenses).

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

47. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property, save and except for the Exempt Lots, and such Charges shall

rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”), in favour of any Person, save and except:

- (a) those claims contemplated by Section 11.8(8) of the CCAA; and
- (b) solely as it relates to the Property of D-Third Development Beta Ltd. and subject to further Order of this Court, any Person with a properly perfected charge under the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 or any other personal property registry system.

48. Except as otherwise expressly provided herein, or as may be approved by this Court, the Respondents shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with any of the Charges, unless the Respondents obtain the prior written consent of the Monitor and the beneficiaries of the Charges.

49. The Charges, and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) and/or the Interim Lender shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Respondents (or any of them); and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any of the Definitive Documents shall create or be deemed to constitute a breach by the Respondents (or any of them) of any Agreement to which the Respondents (or any of them) are a party;

- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Monitor, for and on behalf of the Respondents, entering into the Interim Financing Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Respondents (or any of them) pursuant to this Order or the Definitive Documents and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

50. Any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Respondents' interest in such real property leases.

SERVICE AND NOTICE

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

52. The Respondents and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the (including by email) to the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after

mailing. For greater certainty, any such service or distribution shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of Section 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

53. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the “**Service List**”) to be maintained by the Monitor. The Monitor shall post and maintain an up-to-date form of the Service List on its website at: <https://www.ksvadvisory.com/experience/case/beta-view-homes> (the “**Monitor’s Website**”).

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

55. Notwithstanding paragraphs 52 and 54 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia, Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

GENERAL

56. The style of cause in these proceedings shall be amended to read as follows:

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

57. Neither the Petitioner nor the Monitor shall be required to amend the Petition filed in these proceedings or to serve copies of the Petition or other filed materials on Lumina Eclipse GP Ltd. or D-Thind Development Beta Ltd.

58. Notwithstanding paragraph 65 of this Order, each of the Monitor or the Petitioner, including in its capacity as the Interim Lender, may from time to time apply to this Court for directions in the discharge of their powers and duties hereunder.

59. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Respondents (or any of them), the Business or the Property.

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

61. The Monitor, for and on behalf of each of the Respondents, be at liberty and is hereby authorized to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of each of the Respondents to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C., §§ 101 – 1532, as amended.

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

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

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

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

66. Endorsement of this Order by counsel appearing on this application, other than counsel for the Respondents is hereby dispensed with.

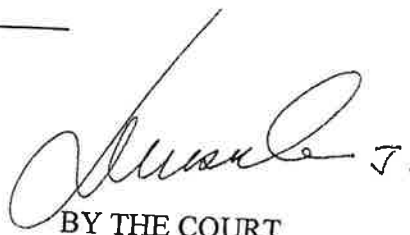
67. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the date of this Order.

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



Signature of Andrew Froh

☐ Party ☒ Lawyer for the Monitor



BY THE COURT



REGISTRAR




Schedule "A"

Appearance List

[illegible]

This is Exhibit "**D**" referred to in the
Affidavit #2 of Daniel Pollack affirmed
before me at Vancouver, BC,
this 9th day of December 2025



A Commissioner/Notary Public for the
Province of British Columbia

December 8, 2025



MORTGAGE LOAN FULL DISCHARGE STATEMENT - LEGAL PURPOSES

Lumina Eclipse Limited Partnership

| | | | |
|------------------------------------|------------------|--------------------------------|------------------------------------|
| Mortgage No.: | In5037 | Borrower: | Lumina Eclipse Limited Partnership |
| Payout Date: | December 8, 2025 | Project/Loan Name: | Brentwood Tower C - 1st Mtg |
| Maturity Date: | January 1, 2025 | Property Address: | 2381 Beta Avenue Burnaby BC |
| Interest Rate Type: | Variable | Payment Type: | Interest Only |
| Floor Rate (if applicable): | 4.70% | Variable Interest Rate: | 6.70% |
| Variable Rate Spread: | 2.25% | | |
| Prime Rate: | 4.45% | | |

The total balance outstanding under the above noted mortgage loan is detailed below:

| | | | | |
|---|-------------------|----|--------------------|---------------------------------|
| Date of Last Payment*: | | | | August 16, 2024 |
| Outstanding Principal Balance as at Date of Last Payment: | | | | 123,478,041.48 |
| Outstanding Interest (August): | August 1, 2024 | to | August 31, 2024 | \$ 938,602.26 |
| Outstanding Interest (September): | September 1, 2024 | to | September 30, 2024 | \$ 886,335.53 |
| Outstanding Interest (October): | October 1, 2024 | to | October 31, 2024 | \$ 898,852.48 |
| Outstanding Interest (November): | November 1, 2024 | to | November 30, 2024 | \$ 832,208.17 |
| Outstanding Interest (December): | December 1, 2024 | to | December 31, 2024 | \$ 826,118.84 |
| Outstanding Interest (January): | January 1, 2025 | to | January 31, 2025 | \$ 805,821.08 |
| Outstanding Interest (February): | February 1, 2025 | to | February 28, 2025 | \$ 705,685.46 |
| Outstanding Interest (March): | March 1, 2025 | to | March 31, 2025 | \$ 765,637.41 |
| Outstanding Interest (April): | April 1, 2025 | to | April 30, 2025 | \$ 733,808.22 |
| Outstanding Interest (May): | May 1, 2025 | to | May 31, 2025 | \$ 758,268.49 |
| Outstanding Interest (June): | June 1, 2025 | to | June 30, 2025 | \$ 733,808.22 |
| Outstanding Interest (July): | July 1, 2025 | to | July 31, 2025 | \$ 758,268.49 |
| Outstanding Interest (August): | August 1, 2025 | to | August 31, 2025 | \$ 758,268.49 |
| Outstanding Interest (September): | September 1, 2025 | to | September 30, 2025 | \$ 722,767.12 |
| Outstanding Interest (October): | October 1, 2025 | to | October 31, 2025 | \$ 730,241.10 |
| Outstanding Interest (November): | November 1, 2025 | to | November 30, 2025 | \$ 682,849.32 |
| Accrued Interest: | December 1, 2025 | to | December 8, 2025 | \$ 159,331.51 |
| Late Interest Charges: | | | | \$ 611,906.91 |
| Discharge Fee: | | | | \$ 1,000.00 |
| Total Amount Required for Full Discharge on Payout Date by 1:00 PM EST*: | | | | \$ 136,787,820.60 |
| Notes: | | | | Interest Per Diem: \$ 25,076.59 |

Fees and expenses may continue to be incurred and may be subject to change. Any such fees and expenses are the sole responsibility of the borrower.

*The total amount including any applicable per diem must be received in order to obtain a full discharge of the mortgage

This statement has been prepared on the assumption that all payments up to and including the Payout Date have been made and honoured and on the assumption that no further advances or repayments through to the Payout Date have been or will be made.

If the above noted loan has a variable rate, any rate changes occurring prior to the Payout Date will require a new statement to be issued.

Funds received after **1:00 PM EST** shall be deemed to be made and received on the next business day and additional per diem to the next business day will be deemed earned.**Certified funds** are to be delivered by EFT, direct deposit or bank draft to the following account including the reference particulars noted below:

| | | |
|---------------------|-------------------------------|---|
| Beneficiary: | KingSett Mortgage Corporation | Scotia Plaza, 40 King Street West, Suite 3700, PO Box 110, Toronto, ON M5H 3Y2 |
| Bank: | Royal Bank of Canada | |
| Transit No: | 00010 | 1025 W. Georgia Street Vancouver, BC V6E 3N9 |
| Reference: | ID: In5037 | Account No: 119-844-9 |
| | | Bank No: 003 |
| | | SWIFT: ROYCCAT2 |

This statement is only valid up to: **December 11, 2025**

Repayments received after this date will require a new statement.

E & O.E.

Authorization:

Tanya Lee - Executive Director, Mortgage Operations

Daniel Pollack (Dec 8, 2025 16:58:32 EST)

Daniel Pollack - Executive Director, Loans and Portfolio Management

MORTGAGE LOAN FULL DISCHARGE STATEMENT - LEGAL PURPOSES

Lumina Eclipse Limited Partnership
c/o Arriva Welath Services
City Square - East Tower
555 West 12th Avenue, Suite 585
Vancouver BC
V5X 3X9

| | | | |
|------------------------------------|------------------|--------------------------------|--|
| Mortgage No.: | In5038 | Borrower: | Lumina Eclipse Limited Partnership |
| Payout Date: | December 8, 2025 | Project/Loan Name: | Brentwood Tower C - 2nd Mtg |
| Maturity Date: | July 1, 2024 | Property Address: | 6525, 6559, and 6585 Sussex Avenue, Burnaby BC |
| Interest Rate Type: | Variable | Variable Rate Spread: | 8.55% |
| Floor Rate (if applicable): | 11.00% | Prime Rate: | 4.45% |
| | | Payment Type: | Interest Only |
| | | Variable Interest Rate: | 13.00% |

The total balance outstanding under the above noted mortgage loan is detailed below:

| | | | |
|--|-------------------|-----------------------|------------------|
| Date of Last Payment*: | | | October 17, 2024 |
| Outstanding Principal Balance as at Payout date: | | | |
| Outstanding Partial Interest (August): | August 1, 2024 | to August 31, 2024 | \$ 50,275,478.44 |
| Outstanding Interest (September): | September 1, 2024 | to September 30, 2024 | \$ 594,802.74 |
| Outstanding Interest (October): | October 1, 2024 | to October 31, 2024 | \$ 617,808.22 |
| Outstanding Interest (November): | November 1, 2024 | to November 30, 2024 | \$ 631,506.85 |
| Outstanding Interest (December): | December 1, 2024 | to December 31, 2024 | \$ 595,890.41 |
| Outstanding Interest (January): | January 1, 2025 | to January 31, 2025 | \$ 602,054.79 |
| Outstanding Interest (February): | February 1, 2025 | to February 28, 2025 | \$ 593,835.62 |
| Outstanding Interest (March): | March 1, 2025 | to March 31, 2025 | \$ 527,397.26 |
| Outstanding Interest (April): | April 1, 2025 | to April 30, 2025 | \$ 577,496.22 |
| Outstanding Interest (May): | May 1, 2025 | to May 31, 2025 | \$ 554,889.60 |
| Outstanding Interest (June): | June 1, 2025 | to June 30, 2025 | \$ 573,419.90 |
| Outstanding Interest (July): | July 1, 2025 | to July 31, 2025 | \$ 554,953.30 |
| Outstanding Interest (August): | August 1, 2025 | to August 31, 2025 | \$ 573,451.74 |
| Outstanding Interest (September): | September 1, 2025 | to September 30, 2025 | \$ 573,451.74 |
| Outstanding Interest (October): | October 1, 2025 | to October 31, 2025 | \$ 550,499.97 |
| Outstanding Interest (November): | November 1, 2025 | to November 30, 2025 | \$ 562,147.14 |
| Accrued Interest: | December 1, 2025 | to December 8, 2025 | \$ 534,822.04 |
| Late Interest Charges: | | | \$ 125,344.34 |
| Discharge Fee: | | | \$ 875,788.60 |
| Site Visit Expenses Paid by KingSett: | | | \$ 1,000.00 |
| | | | \$ 7,499.90 |
| Total Amount Required for Full Discharge on Payout Date by 1:00 PM EST *: | | | \$ 60,503,538.83 |
| Notes: | | Interest Per Diem: | \$ 21,492.59 |

Fees and expenses may continue to be incurred and may be subject to change. Any such fees and expenses are the sole responsibility of the borrower.

*The total amount including any applicable per diem must be received in order to obtain a full discharge of the mortgage

This statement has been prepared on the assumption that all payments up to and including the Payout Date have been made and honoured and on the assumption that no further advances or repayments through to the Payout Date have been or will be made.

If the above noted loan has a variable rate, any rate changes occurring prior to the Payout Date will require a new statement to be issued.

Funds received after **1:00 PM EST** shall be deemed to be made and received on the next business day and additional per diem to the next business day will be deemed earned.

Certified funds are to be delivered by EFT, direct deposit or bank draft to the following account including the reference particulars noted below:

| | | | | |
|---------------------|--|-----------------------------|--|------------------------|
| Beneficiary: | KingSett Real Estate Mortgage LP No. 3 | | Scotia Plaza, 40 King Street West, Suite 3700, PO Box 110, Toronto, ON M5H 3Y2 | |
| Bank: | Royal Bank of Canada | | 200 Bay Street, Main Floor, Toronto, ON M5J 2J5 | |
| Transit No: | 00002 | Account No: | 107-171-1 | Bank No: 00003 |
| Reference: | ID: In5038 | Brentwood Tower C - 2nd Mtg | | SWIFT: ROYCCAT2 |

This statement is only valid up to: **December 11, 2025**

Repayments received after this date will require a new statement.

E & O.E.

Authorization:

Tanya Lee - Executive Director, Mortgage Operations

Daniel Pollack (Dec 8, 2025 17:44:11 EST)

Daniel Pollack - Executive Director, Loans and Portfolio Management

December 8, 2025



MORTGAGE LOAN FULL DISCHARGE STATEMENT - LEGAL PURPOSES

Lumina Eclipse Limited Partnership
c/o Arriva Welath Services
City Square - East Tower
555 West 12th Avenue, Suite 585
Vancouver BC
V5X 3X9

| | | | |
|------------------------------------|------------------|--------------------------------|--|
| Mortgage No.: | In5649 | Borrower: | Lumina Eclipse Limited Partnership |
| Payout Date: | December 8, 2025 | Project/Loan Name: | Brentwood Tower C 2nd Mtg – Facility 2 |
| Maturity Date: | July 1, 2024 | Property Address: | 6525, 6559, and 6585 Sussex Avenue, Burnaby BC |
| Interest Rate Type: | Variable | Variable Rate Spread: | 13.05% |
| Interest Rate Type: | Variable | Payment Type: | Interest Only |
| Floor Rate (if applicable): | 20.00% | Prime Rate: | 4.45% |
| | | Variable Interest Rate: | 20.00% |

The total balance outstanding under the above noted mortgage loan is detailed below:

| | | | | |
|---|-------------------|----|--------------------|------------------|
| Date of Last Payment*: | | | | N/A |
| Outstanding Principal Balance as at Payout Date: | | | | \$ 14,654,867.59 |
| Outstanding Interest (August): | August 1, 2024 | to | August 31, 2024 | \$ 74,204.49 |
| Outstanding Interest (September): | September 1, 2024 | to | September 30, 2024 | \$ 139,133.42 |
| Outstanding Interest (October): | October 1, 2024 | to | October 31, 2024 | \$ 143,904.57 |
| Outstanding Interest (November): | November 1, 2024 | to | November 30, 2024 | \$ 178,330.53 |
| Outstanding Interest (December): | December 1, 2024 | to | December 31, 2024 | \$ 251,760.13 |
| Outstanding Interest (January): | January 1, 2025 | to | January 31, 2025 | \$ 250,939.06 |
| Outstanding Interest (February): | February 1, 2025 | to | February 28, 2025 | \$ 224,841.80 |
| Outstanding Interest (March): | March 1, 2025 | to | March 31, 2025 | \$ 248,932.00 |
| Outstanding Interest (April): | April 1, 2025 | to | April 30, 2025 | \$ 240,901.93 |
| Outstanding Interest (May): | May 1, 2025 | to | May 31, 2025 | \$ 248,932.00 |
| Outstanding Interest (June): | June 1, 2025 | to | June 30, 2025 | \$ 240,901.93 |
| Outstanding Interest (July): | July 1, 2025 | to | July 31, 2025 | \$ 248,932.00 |
| Outstanding Interest (August): | August 1, 2025 | to | August 31, 2025 | \$ 248,932.00 |
| Outstanding Interest (September): | September 1, 2025 | to | September 30, 2025 | \$ 240,901.93 |
| Outstanding Interest (October): | October 1, 2025 | to | October 31, 2025 | \$ 248,932.00 |
| Outstanding Interest (November): | November 1, 2025 | to | November 30, 2025 | \$ 240,901.93 |
| Accrued Interest: | December 1, 2025 | to | December 8, 2025 | \$ 56,210.45 |
| Late Interest Charges: | | | | \$ 430,671.30 |
| Site Visit Expenses Paid by KingSett: | | | | \$ 14,431.70 |
| Trust Fund Balance: | | | | \$ (10,319.22) |
| Total Amount Required for Full Discharge on Payout Date by 1:00 PM EST *: | | | | \$ 18,617,243.54 |
| Interest Per Diem: | | | | \$ 10,160.01 |

Notes:

Fees and expenses may continue to be incurred and may be subject to change. Any such fees and expenses are the sole responsibility of the borrower.

*The total amount including any applicable per diem must be received in order to obtain a full discharge of the mortgage

This statement has been prepared on the assumption that all payments up to and including the Payout Date have been made and honoured and on the assumption that no further advances or repayments through to the Payout Date have been or will be made.

If the above noted loan has a variable rate, any rate changes occurring prior to the Payout Date will require a new statement to be issued.

Funds received after **1:00 PM EST** shall be deemed to be made and received on the next business day and additional per diem to the next business day will be deemed earned.

Certified funds are to be delivered by EFT, direct deposit or bank draft to the following account including the reference particulars noted below:

| | | | | | | | |
|--------------|--|--|-----------|--|-------|--------|----------|
| Beneficiary: | KingSett Real Estate Mortgage LP No. 3 | | | Scotia Plaza, 40 King Street West, Suite 3700, PO Box 110, Toronto, ON M5H 3Y2 | | | |
| Bank: | Royal Bank of Canada | | | 200 Bay Street, Main Floor, Toronto, ON M5J 2J5 | | | |
| Transit No: | 00002 | Account No: | 107-171-1 | Bank No: | 00003 | SWIFT: | ROYCCAT2 |
| Reference: | ID: In5649 | Brentwood Tower C 2nd Mtg – Facility 2 | | | | | |

This statement is only valid up to: **December 11, 2025**

Repayments received after this date will require a new statement.

E & O.E.

Authorization:

Tanya Lee - Executive Director, Mortgage Operations

Daniel Pollack (Dec 9, 2025 08:57:01 EST)

Daniel Pollack - Executive Director, Loans and Portfolio Management



December 8, 2025

MORTGAGE LOAN FULL DISCHARGE STATEMENT - LEGAL PURPOSES

Beta View Homes Ltd.
C/O Abacus North Capital Ltd
322-1080 Mainland St
Vancouver, BC
V6B 2T4

| | | | |
|------------------------------------|------------------|--------------------------------|-------------------------------|
| Mortgage No.: | In0398 | Borrower: | Beta View Homes |
| Payout Date: | December 8, 2025 | Project/Loan Name: | Brentwood Park 3 Cash in Lieu |
| Maturity Date: | January 1, 2024 | Property Address: | 2425 Beta Avenue |
| Interest Rate Type: | Variable | Variable Rate Spread: | 4.16% |
| Floor Rate (if applicable): | 7.36% | Prime Rate: | 4.45% |
| | | Payment Type: | Interest Only |
| | | Variable Interest Rate: | 8.61% |

The total balance outstanding under the above noted mortgage loan is detailed below:

| | |
|--|---|
| Date of Last Payment*: | August 16, 2024 |
| Outstanding Principal Balance as at Date of Last Payment: | \$ 8,500,000.00 |
| Outstanding Interest (August): | August 1, 2024 to August 31, 2024 |
| Outstanding Interest (September): | September 1, 2024 to September 30, 2024 |
| Outstanding Interest (October): | October 1, 2024 to October 31, 2024 |
| Outstanding Interest (November): | November 1, 2024 to November 30, 2024 |
| Outstanding Interest (December): | December 1, 2024 to December 31, 2024 |
| Outstanding Interest (January): | January 1, 2025 to January 31, 2025 |
| Outstanding Interest (February): | February 1, 2025 to February 28, 2025 |
| Outstanding Interest (March): | March 1, 2025 to March 31, 2025 |
| Outstanding Interest (April): | April 1, 2025 to April 30, 2025 |
| Outstanding Interest (May): | May 1, 2025 to May 31, 2025 |
| Outstanding Interest (June): | June 1, 2025 to June 30, 2025 |
| Outstanding Interest (July): | July 1, 2025 to July 31, 2025 |
| Outstanding Interest (August): | August 1, 2025 to August 31, 2025 |
| Outstanding Interest (September): | September 1, 2025 to September 30, 2025 |
| Outstanding Interest (October): | October 1, 2025 to October 31, 2025 |
| Outstanding Interest (November): | November 1, 2025 to November 30, 2025 |
| Accrued Interest: | December 1, 2025 to December 8, 2025 |
| Late Interest Charges: | |
| Total Amount Required for Full Discharge on Payout Date by 1:00 PM EST *: | \$ 9,661,580.30 |
| Interest Per Diem: | \$ 2,275.32 |

Notes:

Fees and expenses may continue to be incurred and may be subject to change. Any such fees and expenses are the sole responsibility of the borrower.

*The total amount including any applicable per diem must be received in order to obtain a full discharge of the mortgage

This statement has been prepared on the assumption that all payments up to and including the Payout Date have been made and honoured and on the assumption that no further advances or repayments through to the Payout Date have been or will be made.

If the above noted loan has a variable rate, any rate changes occurring prior to the Payout Date will require a new statement to be issued.

Funds received after **1:00 PM EST** shall be deemed to be made and received on the next business day and additional per diem to the next business day will be deemed earned.

Certified funds are to be delivered by EFT, direct deposit or bank draft to the following account including the reference particulars noted below:

| | | |
|---------------------|-------------------------------|--|
| Beneficiary: | KingSett Mortgage Corporation | Scotia Plaza, 40 King Street West, Suite 3700, PO Box 110, Toronto, ON M5H 3Y2 |
| Bank: | Royal Bank of Canada | 200 Bay Street, Main Floor, Toronto, ON M5J 2J5 |
| Transit No: | 00002 | Account No: 115-548-0 |
| Reference: | ID: In0398 | Bank No: 00003 SWIFT: ROYCCAT2 |

This statement is only valid up to: **December 11, 2025**

Repayments received after this date will require a new statement.

E & O.E.

Authorization:

Tanya Lee - Executive Director, Mortgage Operations

Daniel Pollack (Dec 8, 2025 17:31:21 EST)

Daniel Pollack - Executive Director, Loans and Portfolio Management



December 8, 2025

MORTGAGE LOAN FULL DISCHARGE STATEMENT - LEGAL PURPOSES

Lumina Eclipse Limited Partnership

| | | | |
|------------------------------------|------------------|--------------------------------|---|
| Mortgage No.: | In5695 | Borrower: | Beta View Homes Ltd. and Lumina Eclipse Limited Partnership |
| Payout Date: | December 8, 2025 | Project/Loan Name: | Brentwood Tower C – DIP Facility |
| Maturity Date: | June 1, 2025 | Property Address: | 2381 Beta Avenue |
| Interest Rate Type: | Variable | Variable Rate Spread: | 6.55% |
| Floor Rate (if applicable): | 9.50% | Prime Rate: | 4.45% |
| | | Payment Type: | Interest Only |
| | | Variable Interest Rate: | 11.00% |

The total balance outstanding under the above noted mortgage loan is detailed below:

| | |
|--|------------------|
| Date of Last Payment*: | December 1, 2025 |
| Outstanding Principal Balance as at Date of Last Payment: | \$ 9,057,081.42 |
| Accrued Interest: December 1, 2025 to December 8, 2025 | \$ 19,106.72 |
| Total Amount Required for Full Discharge on Payout Date by 1:00 PM EST *: | \$ 9,076,188.14 |
| Interest Per Diem: | \$ 2,729.53 |

Notes:

Professional fees and expenses will continue to be incurred and may not be included in the above statement. Any such fees and expenses are the sole responsibility of the borrower.

*The total amount including any applicable per diem must be received in order to obtain a full discharge of the mortgage

This statement has been prepared on the assumption that all payments up to and including the Payout Date have been made and honoured and on the assumption that no further advances or repayments through to the Payout Date have been or will be made.

If the above noted loan has a variable rate, any rate changes occurring prior to the Payout Date will require a new statement to be issued.

Funds received after **1:00 PM EST** shall be deemed to be made and received on the next business day and additional per diem to the next business day will be deemed earned.

Certified funds are to be delivered by EFT, direct deposit or bank draft to the following account including the reference particulars noted below:

| | | |
|---------------------|--|--|
| Beneficiary: | KingSett Real Estate Mortgage LP No. 3 | Scotia Plaza, 40 King Street West, Suite 3700, PO Box 110, Toronto, ON M5H 3Y2 |
| Bank: | Royal Bank of Canada | 200 Bay Street, Main Floor, Toronto, ON M5J 2J5 |
| Transit No: | 00002 | Account No: 107-171-1 |
| Reference: | ID: In5695 | Bank No: 00003 SWIFT: ROYCCAT2 |
| | | Brentwood Tower C – DIP Facility |

This statement is only valid up to: **December 11, 2025**

Repayments received after this date will require a new statement.

E & O.E.

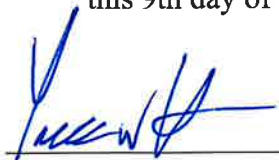
Authorization:

Tanya Lee - Executive Director, Mortgage Operations

Daniel Pollack (Dec 9, 2025 08:56:47 EST)

Daniel Pollack - Executive Director, Loans and Portfolio Management

This is Exhibit "E" referred to in the
Affidavit #2 of Daniel Pollack affirmed
before me at Vancouver, BC,
this 9th day of December 2025

A handwritten signature in blue ink, appearing to be "Y. W. H.", written over a horizontal line.

A Commissioner/Notary Public for the
Province of British Columbia

ACKNOWLEDGEMENT AND AGREEMENT

THIS AGREEMENT dated for reference March 28, 2025.

BETWEEN:

KINGSETT MORTGAGE CORPORATION

(“**Kingsett**”)

AND:

LUMINA ECLIPSE LIMITED PARTNERSHIP

(the “**Beneficial Owner**”)

AND:

BETA VIEW HOMES

(the “**Registered Owner**”)

AND:

AVIVA INSURANCE COMPANY OF CANADA

(“**Aviva**”)

AND:

WESTMOUNT WEST SERVICES INC.

(“**Westmount**”)

WHEREAS:

- A. The Registered Owner is the registered owner of the lands and premises municipally described as 231 Beta Avenue, Burnaby, British Columbia, and presently legally described as PID: 030-169-747, LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029 (the “**Project Lands**”), and has granted certain mortgages and assignments of rent in favour of Kingsett and Westmount, registered in the British Columbia Land Title Office against the Project Lands, respectively, under Charge Nos. CB9317 and CB9318 (collectively, the “**Westmount Mortgage**”) and Charge Nos. CA9151198, CA9151199, CA9151200, CA9151201, CA9469147, CA9469148, CA9774693, CB685881, CB1229020, CB1229021, CB1524901 and CB1229026 (collectively, the “**Kingsett Mortgages**”).
- B. By a terms and conditions letter dated March 11, 2025 (the “**Home Warranty T&C Letter**”) issued to the Registered Owner, the Beneficial Owner and Kingsett Real Estate Mortgage LP No. 3 (the “**Kingsett Indemnitor**”), by Aviva, by its agent Hub Warranty Ltd. operating as National Home Warranty Services (the “**Program**”), Aviva has agreed to provide home warranty insurance (“**Home Warranty Insurance**”) for the 329 residential strata units (the “**Units**”) being constructed on the Project Lands (collectively, the “**Project**”).

C. As a condition of Aviva's issuance of Home Warranty Insurance under the Home Warranty T&C Letter:

- (i) Kingsett has agreed to acknowledge the subordination of certain Kingsett Mortgages to the Westmount Mortgage; and
- (ii) each of Kingsett, the Beneficial Owner and the Registered Owner have agreed to acknowledge the priority of payment from the Net Sale Proceeds (as herein defined) to Aviva in satisfaction of the Home Warranty Cash Collateral (as defined in the Home Warranty T&C Letter).

NOW THEREFORE in consideration of the sum of \$1.00 now paid by each of the parties to the other, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Priority Acknowledgement.** Kingsett hereby irrevocably acknowledges, covenants and agrees with Westmount that:
 - (a) all Kingsett Mortgages save and except for Mortgage No. CB1229026 in favour of Kingsett registered against title to the Project Lands on March 26, 2024 is subordinate to the Westmount Mortgage; and
 - (b) Mortgage No. CB1229026 has priority over the Westmount Mortgage for up to the principal amount of \$124,000,000 plus interest and expenses, all as set out in the Priority Agreement registered in the British Columbia Land Title Office on March 26, 2024 under CB1229596.
2. **Home Warranty Cash Collateral Acknowledgement.** Each of Kingsett, the Beneficial Owner and the Registered Owner hereby acknowledge and agree that the first \$2,500,000 of net sales proceeds derived from sales of Units (the "**Net Sale Proceeds**") will be paid in priority to Aviva to satisfy the Home Warranty Cash Collateral, irrespective of Kingsett's current or future requirements for application of the Net Sale Proceeds against amounts outstanding under the Kingsett Mortgages.
3. **Independent Legal Advice.** Each party represents and agrees that it has been provided with the opportunity to seek independent legal advice with respect to this Agreement, that it understands the nature and effect of this Agreement and that the entering into of this Agreement and performance of the terms hereof is not contrary to any law governing the parties nor to any other agreement by which the parties are bound.
4. **Limitation.** Notwithstanding any other provision of this Agreement, the parties hereto acknowledge and agree that in all matters pertaining to this Agreement, including, without limitation, in its execution, KSV Restructuring Inc. (the "**Monitor**") has acted and is acting solely in its capacity as the Court-appointed monitor of the Registered Owner, the Beneficial Owner and Lumina Eclipse GP Ltd. and not in its personal, corporate or any other capacity, and the Monitor and its directors, officers, partners, shareholders, employees, advisors and agents shall have no personal, corporate or other liability under or as a result of this Agreement, or otherwise in connection therewith.
5. **Amendments.** No modification of this Agreement will be effective unless it is in writing and signed by each of the parties hereto.

6. **Time.** Time will be of the essence of this Agreement.
7. **Enurement.** This Agreement will bind the parties hereto and their respective successors and assigns and will enure to the benefit of the parties and their respective successors and assigns.
8. **Governing Law.** This Agreement will be governed by and construed in accordance with British Columbia law and the applicable Canadian laws and will be treated in all respects as a British Columbia contract.
9. **Notices.** Any communication to be given under this Agreement will be in writing and delivered by hand, registered mail, or e-mail transmission to the registered and records office of the applicable corporate entity or to such other address or e-mail address as either party may designate in the manner set out above. Any communication will be deemed to have been given and received on the day of hand delivery or e-mail transmission, or on the third business day after registered mailing. In the event of a disruption or an impending or threatened disruption in the postal service, every communication will be delivered by hand or sent by e-mail transmission.
10. **Severability.** If any term of this Agreement is partially or wholly invalid or unenforceable, the remainder of this Agreement will not be affected, and each remaining term will be separately valid and enforceable.
11. **Execution.** This Agreement may be executed electronically (including by way of DocuSign or similar electronic signature technology) and in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the actual date of execution, shall be deemed to bear the date first written above.

[Signature Page Follows]

The parties are signing this Agreement as of the date first set out above.


Daniel Pollack

KINGSETT MORTGAGE CORPORATION, by its authorized signatory:



Name: Scott Coates
Title: President

LUMINA ECLIPSE LIMITED PARTNERSHIP, by its general partner, **LUMINA ECLIPSE GP LTD.**, by an authorized signatory of **KSV RESTRUCTURING INC.**, solely in its capacity as Court-appointed monitor of **LUMINA ECLIPSE LIMITED PARTNERSHIP**

Name: Jason Knight
Title: Managing Director

BETA VIEW HOMES LTD., by an authorized signatory of **KSV RESTRUCTURING INC.**, solely in its capacity as Court-appointed monitor of **BETA VIEW HOMES LTD.**

Name: Jason Knight
Title: Managing Director

[Signature Page 1 of 2]

The parties are signing this Agreement as of the date first set out above.

KINGSETT MORTGAGE CORPORATION, by its authorized signatory:

Name:

Title:

LUMINA ECLIPSE LIMITED PARTNERSHIP, by its general partner, **LUMINA ECLIPSE GP LTD.**, by an authorized signatory of **KSV RESTRUCTURING INC.**, solely in its capacity as Court-appointed monitor of **LUMINA ECLIPSE LIMITED PARTNERSHIP**

DocuSigned by:



Name: Jason Knight

Title: Managing Director

BETA VIEW HOMES LTD., by an authorized signatory of **KSV RESTRUCTURING INC.**, solely in its capacity as Court-appointed monitor of **BETA VIEW HOMES LTD.**

DocuSigned by:

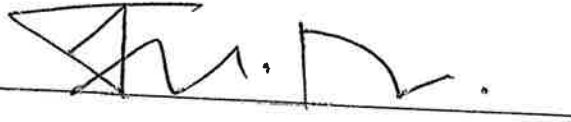


Name: Jason Knight

Title: Managing Director

[Signature Page 1 of 2]

AVIVA INSURANCE COMPANY OF CANADA, by
its authorized signatory

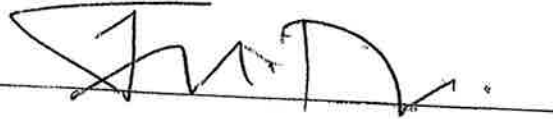


Name:

Title:

Tom Reeves
Aviva Insurance Company of Canada

WESTMOUNT WEST SERVICES INC., by its
authorized signatory



Name:

Title:

Tom Reeves
Westmount West Services Inc.

[Signature Page 2 of 2]