No. S-250121
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

LUMINA ECLIPSE LIMITED PARTNERSHIP

BETA VIEW HOMES LTD.

LUMINA ECLIPSE GP LTD.

and

D-THIND DEVELOPMENT BETA LTD.

RESPONDENTS

NOTICE OF APPLICATION

NAME OF APPLICANT: AlixPartners Restructuring, Inc.,[1] in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**" or the "**Applicant**") of Beta View Homes Ltd. ("**Beta View**"), Lumina Eclipse GP Ltd. ("**Lumina GP**"), Lumina Eclipse Limited Partnership ("**Lumina LP**") and D-Thind Development Beta Ltd. ("**D-Thind Beta**" and collectively with Beta View, Lumina GP and Lumina LP, the "**Debtors**").

TO: the Service List, attached hereto as Schedule "A".

TAKE NOTICE that an application will be made by the Applicant to the Honourable Justice Masuhara at the courthouse at 800 Smithe Street, Vancouver, BC on July 27, 2026, at 10:00 a.m. for the orders set out in Part 1 below.

[1] Effective June 1, 2026, AlixPartners Restructuring, Inc. was substituted in place of KSV Restructuring Inc. as the Court Officer in these proceedings pursuant to an order dated May 29, 2026, issued by this Court. The professionals involved in this mandate from the outset remain unchanged.

The Applicant estimates that the application will take 30 minutes.

☐ This matter is within the jurisdiction of an associate judge.

☒ This matter is not within the jurisdiction of an associate judge.

Part 1: ORDERS SOUGHT

1. An order (the "**Stay Extension Order**"), substantially in the form attached hereto as Schedule "B", among other things:

(a) abridging the time for service of the within application;

(b) extending the Stay of Proceedings (as defined below) to and including January 31, 2027; and

(c) approving the activities of the Monitor, as set out in the Seventh Report of the Monitor dated May 4, 2026 (the "**Seventh Report**"), and the Eighth Report of the Monitor to be filed (the "**Eighth Report**" and together with the Seventh Report, the "**Reports**").

2. Such other relief as this Honourable Court deems just.

Part 2: FACTUAL BASIS

Background

3. The Debtors consist of Beta View, Lumina GP, Lumina LP and D-Thind Beta, each of which is a single purpose entity. The Debtors share common ownership and management.

4. Lumina LP and Beta View (together, the "**Initial Debtors**") are the beneficial and registered owners, respectively, of a 34-story development (the "**Eclipse Project**") located at 2381 Beta Ave, Burnaby, BC, intended to comprise 329 units (collectively, the "**Eclipse Units**"). At the commencement of these proceedings, 232 units within the Eclipse Project had been sold pursuant to pre-sale contracts (collectively, the "**Presale Agreements**") with third-party purchasers (collectively, the "**Presale Purchasers**").

5. In connection with the Eclipse Project, the Initial Debtors entered into the following commitment letters:

(a) a commitment letter dated April 28, 2021 (as amended by a first amending agreement dated June 22, 2021, second amending agreement dated July 5, 2022, third amending agreement dated May 23, 2023, fourth amending agreement dated June 22, 2023, and a fifth amending agreement dated March 5, 2024) among, *inter alios*, Lumina GP, in its capacity as the general partner for and on behalf of Lumina LP, as borrower, Beta View, as nominee, and KingSett Mortgage Corporation ("**KingSett**"), as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of $124,000,000 (the "**First KingSett Loan**"); and

(b) a commitment letter dated April 28, 2021 (as amended by a first amending agreement dated June 22, 2021, second amending agreement dated July 5, 2022, third amending agreement dated May 23, 2023, fourth amending agreement dated June 22, 2023, fifth amending agreement dated March 5, 2024, and a sixth amending agreement dated July 5, 2024) among, *inter alios*, Lumina GP, in its capacity as the general partner for and on behalf of Lumina LP, as borrower, Beta View, as nominee, and KingSett, as lender, pursuant to which KingSett provided a second mortgage loan comprising two facilities in the aggregate principal amount of $65,400,000 (the "**Second KingSett Loan**").

6. As at December 8, 2025, the total indebtedness to KingSett was approximately $225,737,348, plus interest and costs, which continue to accrue.

7. The Initial Debtors' obligations in respect of the First KingSett Loan are secured by, among other things:

(a) a site-specific general security agreement dated June 30, 2021, granted by Beta View over its personal property in connection with the Eclipse Project;

(b) a mortgage and assignment of rents dated March 14, 2024, in the principal amount of $124,000,000; and

(c) a beneficial owner's direction, acknowledgment, and security agreement dated March 2024, granted by the Initial Debtors in favour of KingSett.

8. The Initial Debtors' obligations in respect of the Second KingSett Loan are secured by, among other things:

(a) a general security agreement dated June 30, 2021, granted by Beta View over its personal property in connection with the Eclipse Project;

(b) a mortgage dated August 7, 2024, in the principal amount of $70,000,000; and

(c) a beneficial owner's direction, acknowledgment, and security agreement dated August 16, 2024, granted by the Initial Debtors in favour of KingSett.

9. In connection with the Eclipse Project and the Presale Agreements, the Initial Debtors and Lumina GP (collectively, the "**Developer**") also obtained a $50,000,000 deposit protection contract facility (the "**Deposit Protection Facility**") from Westmount West Services Inc. ("**Westmount**"), as agent for and on behalf of Aviva Insurance Company of Canada ("**Aviva**") and Liberty Mutual Insurance Company (together with Aviva, the "**Surety**").

10. The Developer's obligations under the Deposit Protection Facility are secured by, among other things:

(a) an indemnity agreement dated May 20, 2022, granted by the Developer, among others, in favour of Westmount and the Surety;

(b) a mortgage and assignment of rents dated June 16, 2022, in the principal amount of $50,000,000;

(c) an equitable mortgage and estoppel agreement dated May 20, 2022, granted by the Initial Debtors in favour of Westmount; and

(d) a location specific security agreement dated May 20, 2022, executed by the Initial Debtors in favour of Westmount.

The Monitor's Appointment

11. On January 8, 2025, KingSett obtained an initial order (the "**Initial Order**") in respect of the Initial Debtors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

12. Among other things, the Initial Order:

(a) granted a stay of proceedings in favour of the Initial Debtors (the "**Stay of Proceedings**") to and including January 18, 2025;

(b) approved the Interim Financing Term Sheet dated as of January 6, 2025 (as amended, the "**Interim Financing Term Sheet**"), between the Monitor, for and on behalf of the Initial Debtors, and KingSett, and granted a charge over the Initial Debtors' property up to the maximum amount of $700,000, plus interest, fees and expenses, to secure all amounts advanced under the Interim Financing Term Sheet (the "**Interim Lender's Charge**");

(c) granted a charge over the Initial Debtors' property up to the maximum amount of $250,000, to secure the fees and disbursements of the Monitor and its counsel (the "**Administration Charge**" and together with the Interim Lender's Charge, the "**Charges**");

(d) relieved the Initial Debtors of any obligation to file a new disclosure statement under subsection 16(2) of the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended ("**REDMA**"), and stayed any rights and remedies of Presale Purchasers to rescind their Presale Agreements; and

(e) appointed AlixPartners Restructuring, Inc. as the Monitor with certain enhanced powers (the "**Initial Enhanced Powers**").

13. The Initial Order was subsequently amended and restated pursuant to orders granted on January 16, 2025, April 16, 2025, and December 19, 2025 (the "**TARIO**"), to, among other things:

(a) expand the Initial Enhanced Powers;

(b) extend the Stay of Proceedings to and including July 31, 2026;

(c) add Lumina GP and D-Thind Beta as respondents in these proceedings;

(d) increase the maximum amount of the Administration Charge to $500,000;

(e) approve amendments to the Interim Financing Term Sheet, which extended the Maturity Date (as defined in the Interim Financing Term Sheet) to July 31, 2026, and increased the maximum permitted borrowings under the Interim Financing Term Sheet to $25,750,000, plus interest, fees and expenses; and

(f) increase the Interim Lender's Charge to the maximum aggregate amount of $25,750,000, plus interest, fees and expenses.

14. The stated purposes of these proceedings, since inception, have been to stabilize the Debtors' operations and management, secure necessary interim financing, complete construction of the Eclipse Project and ensure the Presale Agreements can be closed.

The Amended Sale Process

15. On October 17, 2025, the Monitor obtained an order (the "**Amended Sale Process Order**"), among other things:

(a) authorizing and empowering the Monitor, *nunc pro tunc*, to enter into the Service Agreement dated as of September 26, 2025, between the Monitor and McNeill, Lalonde and Associates Inc. (the "**Sales Agent**") in the form attached as Appendix "D" to the Fourth Report of the Monitor dated September 30, 2025 (the "**Fourth Report**");

(b) approving the amended sale process, substantially as described in the Fourth Report (the "**Amended Sale Process**"); and

(c) subject to the filing of a disclosure statement amendment pursuant to REDMA, authorizing the Monitor and the Sales Agent to carry out the Amended Sale Process in accordance with its terms and the terms of the Amended Sale Process Order, and to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder, including, without limitation, to enter into sale agreements arising from the Amended Sale Process that satisfy the sale conditions enumerated in the Fourth Report (collectively, the "**Sale Conditions**").

16. To facilitate the Amended Sale Process and the closing of the Eclipse Units and the distribution of the proceeds thereof, the Monitor obtained the following orders on April 8, 2026:

(a) an order (the "**Approval and Vesting Order**"), among other things:

(i) authorizing the Monitor to sell, pursuant to any Presale Agreements or any sale agreements (each, a "**New Sale Agreement**") arising from the Amended Sale Process that satisfy the Sale Conditions (each such New Sale Agreement or Presale Agreement being a "**Sale Agreement**"), any and all of the strata lots that comprise the lands described in Schedule "B" to the Approval and Vesting Order, including all fixtures and chattels, in each case, as designated and described in the applicable Sale Agreement (each, a "**Purchased Unit**"), and to partially assign the parking and storage lease with respect to any parking stalls and/or storage lockers in connection therewith;

(ii) upon delivery by the Monitor to the applicable purchaser(s) (each, a "**Purchaser**") of a certificate substantially in the form attached as Schedule "C" to the Approval and Vesting Order (in each case, the "**Monitor's Certificate**"), vesting the Purchased Unit described in such Monitor's Certificate in such Purchaser(s) free and clear of any and all claims and encumbrances; and

(iii) authorizing and directing Richards Buell Sutton LLP to release and transfer all deposits and interest thereon currently held in trust by it, as trustee or stakeholder, in connection with the Presale Agreements to Bennett Jones LLP, in trust; and

(b) an order (the "**Distribution Order**"), among other things, authorizing and directing the Monitor and its counsel and other agents to make or cause to be made, for and on behalf of the applicable Debtors, one or more distributions, payments or adjustments (collectively, the "**Distributions**"), as applicable from the purchase price paid for each Purchased Unit approved pursuant to the Approval and Vesting Order, any interest earned on the deposits paid by the applicable Purchaser(s) of each Purchased Unit, and any deposit forfeited by any Purchaser(s) party to a Sale Agreement, free and clear of all claims and encumbrances, subject to such holdbacks as the Monitor considers necessary or appropriate to satisfy the Debtors' incurred and estimated post-filing obligations and any claims that rank in priority to the Charges, and to fund these proceedings.

17. Following the issuance of the Approval and Vesting Order and the occupancy permit for the Eclipse Project, the Monitor caused completion notices to be delivered to certain Presale Purchasers beginning April 11, 2026, in accordance with the Presale Agreements. 162 Purchased Units have closed, and 97 Eclipse Units remain to be marketed in the Amended Sale Process.

The Applications of Certain Presale Purchasers

18. On April 22 and 28, 2026, two groups of Presale Purchasers (collectively, the "**Opposing Presale Purchasers**") representing approximately 39 Purchased Units with aggregate purchase prices of approximately $31.42 million filed applications (together, the "**Opposing Presale Purchasers' Applications**") for orders:

(a) declaring that the Opposing Presale Purchasers' respective Presale Agreements are not enforceable against them by the Developer; and

(b) awarding the Opposing Presale Purchasers costs.

19. The Opposing Presale Purchasers' Applications were predicated on alleged breaches of REDMA, substantially all of which were based on events that preceded the commencement of these proceedings and were apparent no later than January 6, 2025. Neither of the Opposing Presale Purchasers' Applications sought to lift the Stay of Proceedings, and both were opposed by the Monitor, KingSett and Westmount.

20. Following a four-day hearing of the Opposing Presale Purchasers' Applications, this Court reserved judgment. As of the date hereof, the outcome of the Opposing Presale Purchasers' Applications is pending.

The Proposed Stay Extension

21. With the benefit of the breathing room afforded by the Stay of Proceedings and the liquidity provided under the Interim Financing Term Sheet to date, the Monitor has, among other things:

(a) reinstated the home warranty insurance on the common property and Eclipse Units and the building permit for the Eclipse Project;

(b) retained and paid critical trades and vendors;

(c) filed a strata plan for the Eclipse Project;

(d) advanced the construction of the Eclipse Project to substantial completion and occupancy;

(e) closed 162 Purchased Units in accordance with the Approval and Vesting Order; and

(f) made Distributions in accordance with the Distribution Order, including to the Canada Revenue Agency, the Sales Agent and numerous cooperating brokerages, and to KingSett.

22. The Stay of Proceedings currently expires July 31, 2026. The Monitor now seeks to extend the Stay of Proceedings to and including January 31, 2027 (the "**Stay Extension**") pursuant to the proposed Stay Extension Order.

23. The proposed Stay Extension will allow the Monitor to advance the Amended Sale Process, continue to close the Purchased Units and attend to post-closing matters, explore other means of monetizing the Debtors' assets, and make further Distributions, in each case, with a view to preserving and maximizing the value of the Debtors' assets and achieving the objectives of these proceedings in an efficient and timely manner. The proposed Stay Extension will enable the Monitor to do so absent the value-destructive and destabilizing exercise of rights or remedies, or the commencement of proceedings, against, in respect of or affecting the Debtors or their business or property.

24. The cash flow forecast included in the Eighth Report demonstrates that the Debtors will have sufficient liquidity throughout the proposed Stay Extension.

Approval of the Monitor's Activities

25. Since the date of the Sixth Report of the Monitor dated March 30, 2026, the Monitor, with the assistance of its counsel, has continued to diligently advance these proceedings honestly and in good faith, pursue value-maximizing means of monetizing the Debtors' assets and comply with its duties. Pursuant to the proposed Stay Extension Order, the Monitor is now seeking approval of such activities, as described in the Reports.

Part 3: LEGAL BASIS

26. The Monitor relies on:

(a) the CCAA, the *Interpretation Act*, R.S.C. 1985, c. I-21, and the *Supreme Court Civil Rules*, BC Reg. 241/2010;

(b) the inherent and equitable jurisdiction of this Court; and

(c) such further and other legal basis as counsel may advise and this Court may allow.

The Stay of Proceedings Should be Extended

27. The stay of proceedings under the CCAA is the primary tool that "allows the *CCAA* to achieve its restructuring objective". Courts have therefore taken a "large and liberal approach in interpreting the scope of the rights and remedies that can be included in a stay order" and made clear that exceptions to the stay of proceedings "must be read restrictively in order to achieve its remedial purpose."

Interpretation Act, R.S.C. 1985, c. I-21, as amended s 12.
Montréal (City) v Deloitte Restructuring Inc., 2021 SCC 53 at para 55 [*Montréal City*].
Canwest Global Communications Corp. (Re), 2009 CanLII 70508 (ON SC) at para 28 [*Canwest*].
Re Timminco Limited, 2012 ONSC 2515 at para 15 [*Timminco*]
Canadian Airlines Corp. (Re), [2000] A.J. No. 1692 at paras 17-19 [*Canadian Airlines*].
Canwest Global Communications Corp., 2010 ONSC 3530 at para 30.
1057863 B.C. Ltd. (Re), 2020 BCSC 1359 at para 118 [*105*].
Re Teal-Jones Group, 2025 BCSC 919 at para 23.

28. The term "remedy" covers "any kind of attempt at recovery, judicial or extrajudicial", "any remedial right" and the "means by which a right is enforced or the violation of a right is prevented,

redressed or compensated". The term "proceeding" captures any step to "be taken vis-à-vis the insolvent company for a creditor to enforce its rights", which may include "judicial and extrajudicial debt-collection steps." A stay of proceedings under section 11.02 of the CCAA also extends to "conduct which could seriously impair" a debtor company's ability to effectuate a restructuring, and "to effect the position of a company's secured and unsecured creditors as well as other parties who could potentially jeopardize the success of" such restructuring.

Montréal City, *supra* at paras 54-55.
Canwest, *supra* at para 28.
Timminico, *supra* at para 15.
Re Blade Energy Services Corp, 2024 ABKB 100 at para 14.
Re Nortel Networks Corporation, 2010 ONSC 1304 at paras 37-42.
Re Air Canada, [2003] 28 CBR (5th) 52 at para 12.
Campeau v Olympia & York Developments Ltd., [1992] O.J. No. 1946 at para 20.
Chef Ready Foods Ltd. v Hongkong Bank of Canada, [1990] B.C.J. No. 2384 (C.A.) at paras 10-11.
Stelco Inc. (Re), [2005] O.J. No. 4733 (C.A.) at para 18.
Air Canada, Re, [2004] 47 CBR (4th) 177 at para 6.

29. Subsection 11.02(2) of the CCAA expressly authorizes this Court to grant an extension of a stay of proceedings for "any period the court considers necessary". To grant such an extension in proceedings in which a "super-Monitor" has been appointed, this Court must be satisfied that circumstances exist that make the order appropriate and that the Monitor has acted, and is acting, in good faith and with due diligence.

Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended s 11.02(2)-(3) [CCAA].
105, *supra* at para 117.
Canwest, *supra* at para 27.
North American Tungsten Corp. (Re), 2015 BCSC 1376 at paras 24-25 [*North American*].
In the Matter of a Compromise or Arrangement of Balboa Inc. et. al (July 31, 2024), Toronto, CV-2400713245-00CL (Endorsement) (ONSC) at para 4.

30. The jurisdiction of Courts to stay proceedings under section 11.02 should be "construed broadly to accomplish the legislative purposes of the CCAA". Namely, to provide "for timely, efficient and impartial resolution of a debtor's insolvency", afford a debtor "breathing room during which to negotiate with its creditors", preserve and maximize "the value of a debtor's assets", prevent "any creditors from gaining an advantage" or maneuvering "for positioning", ensure the "fair and equitable treatment of the claims against a debtor", and protect the public interest,

including the "public interest in maximizing recovery in an insolvency". Accordingly, an extension to a stay of proceedings will be appropriate where it maintains the *status quo* and provides a debtor with breathing room to achieve these objectives, including by arranging a "sale of assets in order to maximize recovery for stakeholders."

North American, *supra* at paras 25, 27-28.
105, *supra* at para 118.
Canadian Airlines, *supra* at paras 17-19.
Timminco, *supra* at para 15.
Canwest, *supra* at para 28.
9354-9186 Québec inc. v Callidus Capital Corp., 2020 SCC 10 at para 40 [*Callidus*].
Inca One Gold Corp. (Re), 2024 BCSC 1478 at para 66.
Re Danier Leather, 2016 ONSC 1044 at para 84.
Canwest Global Communications Corp, 2011 ONSC 2215 at paras 24-25 [*Canwest Global*].

31. Having regard to the foregoing, the Monitor submits that the proposed Stay Extension is appropriate in the circumstances given that:

(a) the Monitor has acted and continues to act in good faith and with due diligence, and has caused the Debtors to similarly act in good faith and with due diligence, including by, among other things, advancing the construction of the Eclipse Project to the stage of substantial completion and occupancy, delivering Purchased Units to Presale Purchasers, making Distributions to the Debtors' creditors and other stakeholders, complying with the numerous orders granted by this Court, responding to the Opposing Presale Purchasers' Applications and facilitating the realization strategy implemented in these proceedings;

(b) the proposed Stay Extension will enable the Monitor to efficiently oversee the implementation and conduct of the Amended Sale Process, explore further monetization and restructuring options, continue to close Purchased Units and make the Distributions in accordance with the Approval and Vesting Order and the Distribution Order, respectively, and preserve the value of the 70 remaining Presale Agreements, including those of the Opposing Presale Purchasers (subject to the final determination of the Opposing Presale Purchasers' Applications), in each case, with a view to achieving the purposes of these proceedings and maximizing the value of the Debtors' assets and recovery to their stakeholders;

(c) the proposed Stay Extension will further the CCAA's remedial purposes by facilitating the timely, efficient and impartial resolution of these proceedings, preserving the value of the Debtors' assets, preventing the value-destructive and destabilizing exercise of rights or remedies or the commencement of proceedings against, in respect or affecting the Debtors or their business or property, and affording the Debtors and the Monitor the breathing room necessary to maximize the value of the Debtors' assets for the benefit of the Debtors' creditors – an objective that the Supreme Court of Canada has observed "may take centre stage" in proceedings involving the sale or liquidation of a debtor company's assets or inventory;

(d) any potential prejudice to the Opposing Presale Purchasers occasioned by the proposed Stay Extension "should not affect the court's exercise of its authority to grant a stay of proceedings under the CCAA because this affect is offset by the benefit to all creditors and to the company", and, in any event, is substantially outweighed by the prejudice to the Debtors and their other stakeholders by declining to grant the proposed Stay Extension, given that:

(i) contrary to the purposes of the CCAA, the failure to extend the proposed Stay Extension will protract these proceedings, undermine the numerous orders granted in these proceedings to date, disrupt the breathing room and stability afforded to the Monitor and the Debtors, give rise to uncoordinated enforcement steps and creditor and stakeholder maneuvering for advantage, and ultimately erode stakeholder recoveries;

(ii) the Opposing Presale Purchasers' Applications have been heard on their merits and are awaiting this Court's final determination, including as to the scope and application of the Stay of Proceedings and the appropriateness of granting relief from the Stay of Proceedings in the circumstances, and should not now be rendered moot based on alleged prejudice the Opposing Presale Purchasers have had ample opportunity to establish; and

(iii) the Monitor remains of the view that the Presale Agreements represent a significant component of the value of the Eclipse Project and that, subject to the final determination of the Opposing Presale Purchasers' Applications, completing them is the best means of maximizing the value of the Debtors' property, while minimizing additional interest expense, professional fees, and carrying costs for Eclipse Units owned by the Debtors;

(e) the cash flow forecast attached to the Eighth Report demonstrates that the Debtors will be able to fund their obligations and the costs of these proceedings through the proposed Stay Extension; and

(f) KingSett is supportive of the proposed Stay Extension.

Callidus, *supra* at paras 40-46.
Air Canada, *supra* at para 12.
Canwest, *supra* at para 28.
Canwest Global, *supra* at para 25.
Eighth Report of the Monitor, to be filed.

The Monitor's Activities Should be Approved

32. Courts frequently approve the activities of Court-appointed monitors in CCAA proceedings pursuant to their jurisdiction under section 11 of the CCAA to make any order considered "appropriate in the circumstances". In fact, it is now well recognized that "there are good policy and practical reasons" for doing so, including that such approval:

(a) allows the monitor to move forward with the next steps in the CCAA proceedings;

(b) brings the monitor's activities before the Court;

(c) allows an opportunity for the concerns of the stakeholders to be addressed, and any problems to be rectified;

(d) enables the Court to satisfy itself that the monitor's activities have been conducted in a prudent and diligent manner;

(e) provides protection for the monitor not otherwise provided by the CCAA; and

(f) protects creditors from the delay and disruption that would be caused by (i) the re-litigation of steps taken to date, and (ii) potential indemnity claims by the monitor.

CCAA, *supra* s 11.
Re Target Canada Co, 2015 ONSC 7574 at paras 1-2.
Laurentian University of Sudbury, 2022 ONSC 5850 at para 17.

33. Given the aforementioned benefits, the customary limitations imposed upon reliance on such approval under the proposed Stay Extension Order, and the Monitor's diligent and good faith performance of its activities in compliance with the CCAA and the orders of this Court, the Monitor submits that it is appropriate to approve its activities, as described in the Reports.

Part 4:MATERIAL TO BE RELIED ON

34. The Seventh Report of the Monitor dated May 4, 2026.

35. The Eighth Report of the Monitor, to be filed.

36. Such further and other material as counsel may advise and this Court may permit.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

(a) file an application response in Form 33,

(b) file the original of every affidavit, and of every other document, that

(i) you intend to refer to at the hearing of this application, and

(ii) has not already been filed in the proceeding, and

(c) serve on the Applicant, 2 copies of the following, and on every other party of record one copy of the following:

(i) a copy of the filed application response;

(ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person; and

(iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: July 21, 2026

Andrew Froh

Signature of Andrew Froh
Lawyer for the Monitor

To be completed by the court only:

Order made

[ ] in the terms requested in paragraphs .... of Part 1 of this notice of application

[ ] with the following variations and additional terms:

....

....

....

Date: ....[*dd/mmm/yyyy*]........

....

Signature of [ ] Judge [ ] Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

SCHEDULE "A"
SERVICE LIST

See attached.

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.
LUMINA ECLIPSE GP LTD.
and
D-THIND DEVELOPMENT BETA LTD.

RESPONDENTS

SERVICE LIST
(As of July 21, 2026)

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The Owners of Strata Plan EPS6882 400 – 11950 80th Avenue Delta, BC V4C 1Y2 With a copy to: **Dwell Property Management** Suite 170, 4311 Viking Way Richmond, BC V6V 2K9	**Counsel for The Owners, Strata Plan EPS6882** **Bleay Both Uppal LLP** 700 – 1155 West Pender Street Vancouver, BC V6E 2P4 **Jamie A. Bleay** Direct: 604.801.6029 Email: jbleay@bbulaw.ca
Shezmin Kurshid Alam Khan 3508 – 1372 Seymour Street Vancouver, BC V6B 0L1	**Mega Cranes Ltd.** 6330 148 Street Surrey, BC V3S 3C4 Attn: Arthur Thornhill Email: paralegal@megacranes.com
Super Save Fence Rentals Inc. 19395 Langley Bypass Surrey, BC V3S 6K1	**Counsel for the Superintendent of Real Estate** **BC Financial Services Authority** 600 – 750 West Pender Street Vancouver, BC V6C 2T8 **Kyle Ferguson** Direct: 778.725.0755 Email: kyle.ferguson@bcfsa.ca
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Counsel to Bank of Montreal **Lawson Lundell LLP** Suite 1600, Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2 **William L. Roberts** Direct: 604.631.9163 Email: wroberts@lawsonlundell.com	**Right Touch Construction Ltd.** PO Box 2569 STN A Abbotsford, BC V2T 6R3 **Attention: Kewal Singh Gill**

Daljit Thind Tel. No.: 604.451.7780 Email: daljit@thind.ca *A Director of the Respondents*	**Mingkang Hu** Airport Square Unit 1530 - 1200 West 73rd Ave. Vancouver, BC V6P 6G5 *A Former Director of Beta View Homes Ltd. and Current Director of Lumina Eclipse GP Ltd.*
Counsel to Certain Purchasers **ATAC Law Corporation** 308 – 8988 Fraserton Court Burnaby, BC V5J 5H8 **James Un** Tel: 604.519.0660 Email: james@ataclaw.ca service@ataclaw.ca	**Counsel to Certain Purchasers** **Harper Grey LLP** 3200 – 650 West Georgia Street Vancouver, British Columbia V6B 4P7 **Bryan G. Baynham, K.C.** Direct: 604.895.2802 Email: bbaynham@harpergrey.com **Daniel L. R. Yaverbaum** Direct: 604.895.2933 Email: dyaverbaum@harpergrey.com

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SCHEDULE "B"
STAY EXTENSION ORDER

See attached.

No. S-250121
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

LUMINA ECLIPSE LIMITED PARTNERSHIP

BETA VIEW HOMES LTD.

LUMINA ECLIPSE GP LTD.

and

D-THIND DEVELOPMENT BETA LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

STAY EXTENSION ORDER

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

ON THE APPLICATION of AlixPartners Restructuring, Inc., in its capacity as Court-appointed Monitor (in such capacity, the "**Monitor**") of Lumina Eclipse Limited Partnership, Beta View Homes Ltd., Lumina Eclipse GP Ltd. and D-Thind Development Beta Ltd., coming on for hearing at Vancouver, British Columbia, on the 27th day of July, 2026; **AND ON HEARING** Andrew Froh, counsel for the Monitor, and those other counsel listed on Schedule "A" hereto; **AND UPON READING** the materials filed, including the Seventh Report of the Monitor dated May 4, 2026, and the Eighth Report of the Monitor dated July [●], 2026 (together, the "**Reports**");

THIS COURT ORDERS AND DECLARES THAT:

NOTICE

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

STAY EXTENSION

2. The Stay Period (as defined in the Third Amended and Restated Initial Order of this Court dated December 19, 2025) is hereby extended until and including January 31, 2027.

ACTIVITY APPROVAL

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

GENERAL

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

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

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

____

Signature of Andrew Froh
☐ Party ☑ Lawyer for the Monitor

BY THE COURT

____

REGISTRAR

Schedule "A" – List of Counsel

Name	**Party**
Andrew Froh and Joshua Foster	AlixPartners Restructuring, Inc.
Emma Newbery	KingSett Mortgage Corporation

No. S-250121
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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BETWEEN:

KINGSETT MORTGAGE CORPORATION

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AND

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BETA VIEW HOMES LTD.

LUMINA ECLIPSE GP LTD.

and

D-THIND DEVELOPMENT-BETA LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

STAY EXTENSION ORDER

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

Tel No.: (604) 891-7500