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, AS AMENDED

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

# EIGHTH REPORT OF ALIXPARTNERS RESTRUCTURING, INC.
# AS MONITOR

July 23, 2026

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## 1.0 Introduction

1. Pursuant to an initial order (the "**Initial Order**") pronounced by the Supreme Court of British Columbia (the "**Court**") on January 8, 2025 (the "**Filing Date**"), Lumina Eclipse Limited Partnership ("**Lumina LP**") and Beta View Homes Ltd. ("**Beta View**", and together with Lumina LP, the "**Initial Debtors**") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and AlixPartners Restructuring, Inc.[1] ("**AlixPartners**") was appointed as monitor of the Initial Debtors, with certain enhanced powers (in such capacity, the "**Monitor**").

2. These proceedings were initiated by KingSett Mortgage Corporation ("**KingSett**"), the Initial Debtors' largest secured and fulcrum creditor, which was then-owed in excess of $189 million (the "**KingSett Indebtedness**"), as a result of KingSett's concerns regarding the Initial Debtors' financial mismanagement and operational failures. The Initial Order was sought to stabilize the Initial Debtors' operations and management, secure necessary interim financing, complete construction of the Initial Debtors' most valuable asset, a 34-story development known as "Lumina Eclipse" (the "**Eclipse Project**") located at 2381 Beta Ave, Burnaby, British Columbia[2] (the "**Lands**"), and ensure the Pre-Sale Contracts (as defined below) related to the Eclipse Project could be closed as intended.

3. Pursuant to the Initial Order, the Court, among other things:

    a) granted a broad stay of proceedings (the "**Stay of Proceedings**") in favour of the Monitor and the Initial Debtors and their business and Property (as defined in the Initial Order) to and including January 18, 2025;

    b) ordered that during the Stay of Proceedings, no persons shall, among other things, fail to honour, alter, interfere with, repudiate, terminate, rescind or

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[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 the Court.The professionals involved in this mandate from the outset remain unchanged.

[2] Legal Description: LOT2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029; PID: 030-169-747.

cease to perform any contract or agreement in favour of or held by the Initial Debtors, except with the prior written consent of the Monitor or leave of the Court;

c) approved the terms of a non-revolving interim financing credit facility made available by KingSett (in such capacity, the "**Interim Lender**") in the amount of $18 million (the "**Interim Financing Facility**"), pursuant to the terms set out in the interim financing term sheet dated January 6, 2025 (the "**Interim Financing Term Sheet**");

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**") or take any steps that would otherwise trigger a pre-sale purchaser's (collectively, the "**Pre-Sale Purchasers**") right of recission under REDMA, and stayed any rights and remedies of Pre-Sale Purchasers to rescind their pre-sale contracts with the Initial Debtors (collectively, the "**Pre-Sale Contracts**");

e) granted certain enhanced powers and oversight to the Monitor (the "**Initial Enhanced Powers**"); and

f) granted the following charges on all of the Initial Debtors' Property other than the Exempt Lots (as defined below), in the following amounts and priority:

   i. first, a charge in the amount of $250,000 (the "**Administration Charge**") to secure the fees and disbursements of the Monitor and its legal counsel, Bennett Jones LLP ("**Bennett Jones**"); and

   ii. second, a charge up to the maximum principal amount of $700,000, plus interest, fees, and expenses thereon, in favour of the Interim Lender to secure advances made under the Interim Financing Facility (the "**Interim Lender's Charge**" and together with the Administration Charge, the "**Charges**").

4. The Initial Order was subsequently amended and restated pursuant to orders granted by the Court on January 16, 2025 (the "**ARIO**"), April 16, 2025 (the

"**SARIO**"), and December 19, 2025 (the "**TARIO**"), that, among other things:

a) extended the Stay of Proceedings to and including July 31, 2026;[3]

b) included the following parties as respondents in these proceedings:

   i. Lumina Eclipse GP Ltd. ("**Lumina GP**", and together with the Initial Debtors, the "**Developer**"), Lumina LP's general partner; and

   ii. D-Thind Development Beta Ltd. ("**D-Thind Beta**" and together with the Developer, the "**Debtors**"), the related-party general contractor of the Eclipse Project;

c) increased the maximum amount of the Administration Charge to $500,000;

d) approved 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 Facility to $25,750,000, plus interest, fees and expenses;

e) increased the Interim Lender's Charge to the maximum aggregate amount of $25,750,000, plus interest, fees and expenses;

f) lifted the Stay of Proceedings with respect to 13 strata lots[4] (collectively, the "**Exempt Lots**") and authorized the sale and marketing of the Exempt Lots in the ordinary course of business;

g) included additional provisions to enhance the Monitor's access to the Property and Books and Records (each as defined in the TARIO); and

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[3] The Stay of Proceedings had previously been extended to January 23, 2026 pursuant to an order granted on July 15, 2025.

[4] Municipal Addresses: (i) 2311 Beta Ave, Burnaby, BC – Units 3702, 3703, 3803; Parcel Identifiers: 031-256-449, 031-256-457, 031-256-503; and (ii) 2351 Beta Ave, Burnaby, BC – Units TH101, TH102, TH104, TH106, 2601, 2603, 2604, 2702, 2703, 2704; Parcel Identifiers: 031-256-538, 031-256-546, 031-256-562, 031-256-597,031-258-662, 031-258-689, 031-258-697, 031-258-719, 031-258-727, 031-258-735.

h) expanded the Initial Enhanced Powers (the "**Enhanced Powers**"),[5] including to authorize the Monitor to, among other things:

i. market, sell and/or dispose of the Property, including any part or parts of the Property comprising the Eclipse Project and the exclusive use of any and all parking stalls and/or storage lockers, in accordance with the ARIO, the SARIO and the TARIO, as applicable, or any subsequent order of the Court;

ii. cause the Developer to take such steps as the Monitor determines may be reasonably necessary or appropriate to comply with REDMA;

iii. subject to further order of the Court, complete closings in respect of part or parts of the Property comprising the Eclipse Project and the exclusive use of any and all parking stalls and/or storage lockers;

iv. disclaim, in accordance with the CCAA, any contracts of the Debtors; and

v. perform or cause the Developer to perform such functions, duties, and obligations, and enter into agreements as the Monitor deems necessary for the Debtors' restructuring, including, but not limited to, the sale of the Property (including the sale and closing of any or all parts of the Property comprising the Eclipse Project and the sale or assignment of the exclusive use of any and all parking stalls and/or storage lockers), the collection and distribution of Proceeds (as defined in the TARIO), and the continuation of the Developer's business and development projects.

5. In addition to granting the SARIO, the Court granted the following orders on April 16, 2025:

a) an order (the "**Sale Process Order**"), among other things:

[5] The Enhanced Powers and the Monitor's duties and obligations under the TARIO, the CCAA or applicable law do not extend to the Exempt Lots.

i. authorizing and empowering the Monitor to enter into the Letter Agreement dated as of April 16, 2025, among the Monitor, Rennie Marketing Systems, by its partners Rennie Project Marketing Corporation and 541823 B.C. Ltd. (collectively, "**RMS**"), and Rennie & Associates Realty Ltd. (together with RMS, "**Rennie**") in the form attached as Appendix "B" (the "**Rennie Agreement**") to the Second Report of the Monitor dated April 8, 2025 (the "**Second Report**");

ii. approving the sale process, substantially as described in the Second Report (the "**Sale Process**"); and

iii. subject to the filing of a disclosure statement amendment pursuant to REDMA, authorizing the Monitor and Rennie to carry out the Sale Process in accordance with its terms and the terms of the Sale Process Order; and

b) an order sealing the Confidential Supplement to the Second Report of the Monitor dated April 8, 2025 (the "**Confidential Supplement**"), pending the filing of a Monitor's certificate evidencing the closing of the unit transaction for the last Eclipse Unit.

6. Following the Monitor's termination of the Rennie Agreement effective July 26, 2025, and the implementation of a request for proposal process, the Monitor sought and, on October 17, 2025, 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**" or "**MLA**") 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 (the "**Amended Sale Process**"), substantially as described in Section 5 of the Fourth Report; 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, including, entering into sale agreements arising from the Amended Sale Process (each, a "**New Sale Agreement**") that satisfy the following conditions (collectively, the "**Sale Conditions**"):

i. the Monitor is satisfied with the purchase price and other terms of the applicable New Sale Agreement;

ii. the purchase price is not less than the applicable minimum price for the applicable Eclipse Unit, as outlined in the pricing schedule included in the report prepared by Rennie and attached to the Confidential Supplement (the "**Minimum Prices**"), subject to the Monitor's limited authority to adjust the Minimum Prices;

iii. the applicable New Sale Agreement is entered into within eighteen (18) months from the filing of the disclosure statement amendment filed by the Monitor under REDMA, which Fifth Amendment to the Disclosure Statement was filed on November 25, 2025; and

iv. KingSett consents to each New Sale Agreement.

7. In addition to granting the TARIO, on December 19, 2025, the Court granted, among other orders, an order (the "**Ancillary Order**") authorizing the Monitor to take certain steps required to facilitate the subdivision, sale, and closing of the Pre-Sale Units and the Remaining Units (each as defined below) during these proceedings, including:

a) incorporating the Parking Tenant (as defined in the Seventh Report) under the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCA**"), and to the extent required, permitting a representative of the Monitor to act as the Parking Tenant's sole director;

b) executing a parking and storage lease agreement, substantially in the form attached to the Fifth Report of the Monitor dated December 8, 2025 (the "**Fifth Report**"); and

c) filing the Strata Plan (as defined in the Seventh Report) to subdivide the Lands into strata lots (collectively, the "**Strata Lots**" and each, a "**Strata**

**Lot**") and common property (the "**Common Property**") with the Land Title Office (the "**LTO**").

8. In anticipation of the Occupancy Permit (as defined below) and to facilitate the closing of the Pre-Sale Units and the Remaining Units and the distribution of the proceeds thereof, the Monitor obtained the following orders on April 8, 2026:

   a) an order (the "**AVO**"), among other things:

      i. authorizing the Monitor to sell, pursuant to any Pre-Sale Contracts or any New Sale Agreements that satisfy the Sale Conditions (each such New Sale Agreement or Pre-Sale Contract being referred to as a "**Sale Agreement**" and each transaction, a "**Unit Transaction**" and collectively, the "**Unit Transactions**"), any and all of the Strata Lots that comprise the Lands, including all fixtures and chattels, in each case, as designated and described in the applicable Sale Agreement (each, a "**Purchased Unit**" and collectively, the "**Purchased Units**"), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith;

      ii. upon delivery by the Monitor to the applicable purchaser(s) (each, a "**Purchaser**" and collectively, the "**Purchasers**") of a certificate substantially in the form attached as Schedule "C" to the AVO (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 (each as defined in the AVO);

      iii. authorizing and directing Richards Buell Sutton LLP ("**RBS**") to release and transfer all deposits and interest thereon currently held in trust by it, as trustee or stakeholder, in connection with the Pre-Sale Contracts (collectively, the "**Deposits**") to Bennett Jones, in trust; and

      iv. authorizing and directing Bennett Jones to release and transfer the Deposits received from RBS in accordance with subsection 18(2) of REDMA, and any further order of the Court; and

b) an order (the "**Distribution Order**"), among other things, authorizing and directing the Monitor to make one or more distributions, payments or adjustments (collectively, "**Distributions**") from the purchase price paid for each Purchased Unit approved pursuant to the AVO, 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.

9. Additional information regarding the TARIO, the Ancillary Order, the AVO and the Distribution Order is included in the Fifth Report and the Sixth Report of the Monitor dated March 30, 2026 (the "**Sixth Report**"). Copies of the TARIO, the Ancillary Order, the AVO the Distribution Order, the Fifth Report (without Appendices) and the Sixth Report (without Appendices) are attached as Appendices **"A"**, **"B"**, **"C"**, **"D"**, **"E"** and **"F"**, respectively.

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

a) declaring that the Opposing Pre-Sale Purchasers' respective Pre-Sale Contracts are not enforceable against them by the Developer; and

b) awarding the Opposing Pre-Sale Purchasers costs.

c) Following a four-day hearing of the Opposing Pre-Sale Purchasers' Applications, this Court reserved judgment. Neither of the Opposing Pre-Sale Purchasers' Applications sought to lift the Stay of Proceedings, and both were opposed by the Monitor, KingSett and Westmount (as defined below). As of the date of this eighth report (this "**Eighth Report**"), the outcome of the Opposing Pre-Sale Purchasers' Applications is pending.

d) Additional background regarding the Opposing Pre-Sale Purchasers' Applications is set out in the Monitor's Seventh Report dated May 4, 2026 (the "**Seventh Report**") and is not repeated herein. A copy of the Seventh Report (without Appendices) is attached as **Appendix "G"**.

## 1.1 Purposes of this Eighth Report

1. The purposes of this Eighth Report are to:

   a) provide an update on these proceedings and the Eclipse Project;

   b) report on the Debtors' interim statement of receipts and disbursements for the period January 8, 2025 to July 21, 2026 (the "**Interim SRD**");

   c) report on the Debtors' cash flow forecast for the period July 31, 2026 to January 31, 2027 (the "**Fifth Cash Flow Forecast**");

   d) summarize the Monitor's activities since the Seventh Report; and

   e) provide the Monitor's recommendations in respect of its application for an order (the "**Stay Extension Order**"):

      i. extending the Stay of Proceedings to and including January 31, 2027 (the "**Stay Extension**"); and

      ii. approving the activities of the Monitor, as set out in the Seventh Report and this Eighth Report.

## 1.2 Scope and Terms of Reference

1. In preparing this Eighth Report, the Monitor has relied upon: (i) certain unaudited financial information, books and records, and other information provided by KingSett, Brasfield Builders Limited ("**Brasfield**"), MLA, and representatives of Thind Properties Ltd. ("**Thind**"), an entity related to the Debtors; (ii) publicly available information; and (iii) discussions with KingSett, representatives of Thind, MLA, and Brasfield.

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

### 1.3 Currency

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

### 1.4 Court Materials

1. Affidavit #1 of Daniel Pollack made January 6, 2025 in support of KingSett's CCAA petition (the "**First Pollack Affidavit**"), together with the report to Court prepared by AlixPartners in its then-capacity as proposed Monitor dated January 7, 2025, the First Report of the Monitor dated January 14, 2025, the Second Report, the Supplement to the Second Report of the Monitor dated April 15, 2025, the Third Report of the Monitor dated July 9, 2025, the Fourth Report, the Fifth Report, the Sixth Report, and the Seventh Report (collectively, the "**Previous Reports**"), provide additional background information regarding the Debtors and their businesses, as well as the reasons for the commencement of, and the significant developments in, these proceedings. Court materials filed in these proceedings, including the First Pollack Affidavit and the Previous Reports, are available on the Monitor's website at www.ksvadvisory.com/experience/case/beta-view-homes (the "**Case Website**").

# 2.0 Background

1. The Debtors consist of Beta View, Lumina LP, Lumina GP, and D-Thind Beta, each of which is a single-purpose entity that shares common management. Beta View, Lumina GP, and D-Thind Beta are corporations incorporated pursuant to the BCA. Lumina LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended, of which Lumina GP is the general partner.

## 2.1 The Eclipse Project

1. Lumina LP and Beta View are the beneficial and registered owners, respectively, of the Eclipse Project, a 34-story development intended to comprise 329 strata units (collectively, the "**Eclipse Units**").

2. At the date of the Initial Order, construction was approximately 95% complete, with approximately 232 of the Eclipse Units being subject to Pre-Sale Contracts (collectively, the "**Pre-Sale Units**"). The remaining 97 Eclipse Units are not subject to agreements of purchase and sale (collectively, the "**Remaining Units**"). The original outside date under each of the Pre-Sale Contracts was December 17, 2025, which date was permitted to be, upon notice to the Pre-Sale Purchasers, extended by Lumina LP by up to 250 days, and thereafter, by up to an additional 110 days.

3. On October 31, 2024, KingSett learned that WBI Home Warranty Ltd., the new home warranty insurer for the Eclipse Project, would no longer provide the mandatory 1-2-5-10 home warranty insurance on the Common Property and the Eclipse Units ("**New Home Warranty Insurance**") considering the Developer's financial condition. As a result of the New Home Warranty Insurance being suspended, on November 14, 2024, the City of Burnaby suspended the building permit for the Eclipse Project (the "**Building Permit**"), halting construction.

4. Since the issuance of the ARIO, the Monitor, in consultation with KingSett, and with the support of Brasfield, has expended substantial resources and undertaken numerous activities that successfully culminated in the

recommencement and completion of the Eclipse Project, including, among other things:

a) reinstating the Building Permit and the New Home Warranty Insurance as of April 11, 2025, which involved registering the Eclipse Project with BC Housing, submitting the required documents and fees to the City of Burnaby, and entering into the following agreements:

   i. a Terms and Conditions Letter dated March 11, 2025, outlining the terms and conditions on which Aviva Insurance Company of Canada ("**Aviva**") would provide the New Home Warranty Insurance on the Common Property and Eclipse Units;

   ii. a Builder Agreement and Indemnity dated March 13, 2025 (the "**Builder Agreement**"), which outlined the obligations of the Monitor, Aviva, and KingSett under the New Home Warranty Insurance policy; and

   iii. an Acknowledgement and Agreement dated March 28, 2025 (the "**Acknowledgement Agreement**"), wherein the Monitor and KingSett acknowledged and agreed that the first $2,500,000 of net sales proceeds derived from sales of Purchased Units will be paid in priority to Aviva, to be held as cash collateral (the "**Home Warranty Cash Collateral**"), pursuant to the terms of the Builder Agreement;

b) obtaining access to critical information regarding the Eclipse Project;

c) negotiating and entering into agreements with various critical trades, suppliers, consultants, and other subcontractors (collectively, the "**Subcontractors**") required to complete construction on the Eclipse Project;

d) recommencing and completing construction on the Eclipse Project; and

e) obtaining the occupancy permit for the Eclipse Project (the "**Occupancy Permit**").

5. Each of the foregoing critical activities are described in detail in the Seventh Report. Those details are not repeated herein.

## 2.2 Creditors

1. As detailed in the Previous Reports, the Debtors' creditors include:

   a) **KingSett** – the Debtors' primary secured and fulcrum creditor owed, as of December 8, 2025, approximately $225.7 million, plus interest and costs, pursuant to:

      i. a first mortgage loan in the principal amount of $124 million (the "**KingSett First Mortgage Loan**"), which is secured by, among various other security, a site-specific general security agreement dated June 30, 2021, granted by Beta View over its personal property in connection with the Eclipse Project, a mortgage and assignment of rents dated March 14, 2024, in the principal amount of $124 million, registered against the Lands (the "**KingSett First Mortgage**"), and a beneficial owner's direction, acknowledgment, and security agreement dated March 2024, granted by the Initial Debtors, in favour of KingSett;[6]

      ii. a second mortgage loan comprising two facilities in the aggregate principal amount of $65.4 million (the "**KingSett Second Mortgage Loan**"), which is secured by, among various other security, a general security agreement dated June 30, 2021, granted by Beta View over its personal property in connection with the Eclipse Project, a mortgage dated August 7, 2024, in the principal amount of $70 million, registered against the Lands (the "**KingSett Second Mortgage**"), and a beneficial owner's direction, acknowledgment, and security agreement dated August 16, 2024, granted by the Initial Debtors, in favour of KingSett;[7] and

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[6] As described in the Affidavit of Daniel Pollack made December 9, 2025, interest was then accruing on the KingSett First Mortgage Loan at a rate of $25,076.59 per day.

[7] As described in the Affidavit of Daniel Pollack made December 9, 2025, interest was then accruing on the KingSett Second Mortgage Loan at a rate of $31,652.60 per day.

iii. cash in lieu of letter of credit commitments in the approximate amount of $9.7 million;[8]

b) **Canada Revenue Agency** – owed approximately $12 million pursuant to a judgment obtained by the Canada Revenue Agency on June 30, 2023, and registered against the Lands on or about December 16, 2024; and

c) **Other creditors** – owed a total of approximately $8.59 million (based on the Debtors' records), consisting of: (i) approximately $5.95 million owing to Subcontractors that had performed or provided work for, or supplied materials and/or services to, the Eclipse Project;[9] and (ii) approximately $2.64 million owing to realtors and various other suppliers and vendors.

2. In addition, Westmount West Services Inc. ("**Westmount**") has a mortgage and assignment of rents registered against the Lands in the principal amount of $50 million (the "**Westmount Mortgage**"), in connection with a deposit protection contract facility (the "**Deposit Protection Facility**" and the obligations thereunder, the "**Westmount Indebtedness**") from Westmount, as agent for and on behalf of Aviva and Liberty Mutual Insurance Company (together with Aviva, the "**Surety**"), which Westmount Mortgage also secures the indebtedness, liabilities and obligations arising under or in connection with the New Home Warranty Insurance. The Westmount Indebtedness is also secured by an indemnity agreement dated May 20, 2022, granted by the Developer, among others, in favour of Westmount and the Surety, an equitable mortgage and estoppel agreement dated May 20, 2022, granted by the Initial Debtors in favour of Westmount and a location specific security agreement dated May 20, 2022, executed by the Initial Debtors in favour of Westmount.

3. The priority among the KingSett First Mortgage, the Westmount Mortgage and the KingSett Second Mortgage is governed by a third amended and restated subordination and standstill agreement dated March 19, 2024 (the "**Subordination Agreement**"), among, *inter alios*, KingSett and Westmount,

[8] As described in the Affidavit of Daniel Pollack made December 9, 2025, interest was then accruing on the cash in lieu of letter of credit commitments at a rate of $2,275.32 per day.

[9] Approximately $3,222,000 of the $5,950,000 outstanding relates to holdbacks owing to Subcontractors, which amounts were not retained by the Debtors in a holdback account (or otherwise) as contemplated under the BLA.

and the Acknowledgement Agreement. Subject to the terms of the Subordination Agreement and the Acknowledgement Agreement, the Westmount Mortgage is subordinate to the KingSett First Mortgage, and the KingSett Second Mortgage is subordinate to the Westmount Mortgage.

### 2.2.1 Security Opinion and Judgment

1. As set out in the Fifth Report, Sixth Report and the Seventh Report, the Monitor's independent counsel[10] conducted a review of the security granted by Lumina LP, Beta View, and/or Lumina GP, as applicable, in favour of KingSett and Westmount in respect of the KingSett Indebtedness and the Westmount Indebtedness, respectively. Subject to the customary qualifications and assumptions set out therein, the Monitor's independent counsel has provided written opinions that:

    a) the security granted by Lumina LP, Beta View, and/or Lumina GP, as applicable, in favour of KingSett and Westmount, respectively, constitutes valid security, enforceable in accordance with its terms, perfected, where necessary by registration;

    b) each of the applicable mortgages in favor of KingSett securing the KingSett First Mortgage Loan and the KingSett Second Mortgage Loan, including the KingSett First Mortgage and the KingSett Second Mortgage, as well as the Westmount Mortgage constitutes a valid, fixed, and specific charge on the Lands as of the date of the opinion;

    c) subject to the Subordination Agreement and the Acknowledgement Agreement, the security granted in favour of KingSett securing the KingSett First Mortgage Loan has priority over the security granted in favour of Westmount securing the Deposit Protection Facility; and

    d) the Westmount Mortgage has priority over, among other mortgages granted in favour of KingSett (collectively, the "**Collateral Mortgages**"),

[10] Bennett Jones was involved in registering KingSett's security for the KingSett Indebtedness. To avoid any potential conflicts, the Monitor therefore retained Redpoint Law LLP to provide the security opinions discussed herein.

the KingSett Second Mortgage.

2. On December 19, 2025, the Court granted an order (the "**Judgment Order**"), among other things:

   a) confirming the validity and priority of certain of the security granted in connection with the KingSett Indebtedness and the relevant legal priorities among the Charges, the KingSett First Mortgage, the Westmount Mortgage, and the KingSett Second Mortgage; and

   b) granting judgment against the Developer in favour of KingSett.

3. A copy of the Judgment Order is attached **Appendix "H"**.

4. Provided the Purchased Units close as and when intended, the proceeds of the Purchased Units are expected to be sufficient to satisfy, among other indebtedness, the obligations under the Interim Financing Term Sheet, the KingSett First Mortgage Loan, and the Deposit Protection Facility. The KingSett Second Mortgage Loan, however, is anticipated to suffer a shortfall. As a result, no recovery for subordinate creditors, including lien claimants (save for the Post-Filing Holdback Parties (as defined in the Fifth Report)), or KingSett in respect of any of the Collateral Mortgages, is expected.

5. For the reasons described in the Seventh Report, the shortfall to be suffered by KingSett will be exacerbated if the as yet unclosed Pre-Sale Units do not close and thus must be remarketed.

# 3.0 Update on the Eclipse Project

## 3.1 Update on Unit Closings

1. As described in the Sixth Report and the Seventh Report, following the issuance of the AVO and the Occupancy Permit, the Monitor commenced the conveyancing process for the Pre-Sale Units. Since the filing of the Seventh Report, the Monitor's efforts have primarily focused on completing Unit Transactions, administering the distribution of sale proceeds in accordance with

the Distribution Order, and managing the transition of the Eclipse Project from construction to an operational strata development.

2. As noted in the Seventh Report, following the issuance of the AVO, the Monitor caused MLA to distribute Notices of Completion Date (the "**Completion Notices**") to certain Pre-Sale Purchasers beginning on April 11, 2026. The Completion Notices advised:

   a) that the City of Burnaby has issued the Occupancy Permit, the Pre-Sale Unit is "Ready to be Occupied", and the title to the Strata Lot has been issued by the LTO;

   b) of the Completion Date pursuant to the Pre-Sale Contract; and

   c) of the steps required by the Pre-Sale Purchaser to complete the Unit Transaction, including the delivery of closing funds and execution of closing documents.

3. As of July 21, 2026, one hundred and sixty-two (162) Unit Transactions have closed relating to Pre-Sale Contracts. Unit Transactions commenced on April 27, 2026 and have continued on an ongoing basis. As of July 21, 2026, seventy (70) Unit Transactions related to Pre-Sale Contracts remain to be completed, including the Pre-Sale Units that are the subject of the Opposing Pre-Sale Purchasers' Applications (collectively, the "**Remaining Pre-Sale Unit Transactions**").

4. The Monitor continues to work with the remaining Pre-Sale Purchasers and their legal counsel to facilitate the completion of the Remaining Pre-Sale Unit Transactions. While many of the Remaining Pre-Sale Unit Transactions are expected to proceed in the ordinary course, certain Pre-Sale Purchasers have advised the Monitor that they may be unable or unwilling to complete their respective transactions or have otherwise raised issues in connection with closing. The Monitor has been actively engaging with those Pre-Sale Purchasers and their legal counsel to understand the circumstances of each matter and to facilitate completion of the applicable Unit Transactions, including by preparing and executing addendums to the Pre-Sale Contracts, for and on behalf of Lumina LP, where appropriate (such as, for instance, to provide a brief extension to the

applicable completion date). The Monitor intends to continue to administer the Unit Transactions in accordance with the applicable Pre-Sale Contracts and the orders of this Court, including any final order granted in connection with the Opposing Pre-Sale Purchasers' Applications.

### 3.2 Sixth and Seventh Amendments to the Disclosure Statement

1. The Monitor, in consultation with Bennett Jones, caused a Sixth Amendment to the Disclosure Statement (the "**Sixth Amendment**") and Seventh Amendment to the Disclosure Statement (the "**Seventh Amendment**") to be prepared and filed on May 11, 2026 and June 30, 2026, respectively. Copies of the Sixth Amendment and the Seventh Amendment (each without Exhibits) are attached as **Appendices "I"** and **"J"**, respectively.

2. Pursuant to REDMA, the filing of the Seventh Amendment triggered a statutory waiting period during which marketing and sales of the remaining Eclipse Units could not recommence (the "**Waiting Period**"). Following the expiry of the Waiting Period on July 22, 2026, the Monitor resumed the Remaining Pre-Sale Unit Transactions.

### 3.3 Subcontractor Holdback Releases

1. In addition to the TARIO and the Ancillary Order, and as described in the Sixth Report, the Court also granted an LRO and Holdback Release Order (each as defined in the Sixth Report) on December 19, 2025. Copies of the LRO and the Holdback Release Order are attached as **Appendices "K"** and **"L"**, respectively.

2. Among other things, the Holdback Release Order:

   a) authorized the Monitor to pay, for and on behalf of the applicable Debtor: (i) the Post-Filing Holdback Amount (as defined in the Fifth Report) to the Post-Filing Holdback Parties in the amounts set out in Appendix "Q" to the Fifth Report or such other amounts as may be agreed by the Monitor, KingSett and the Post-Filing Holdback Parties; and (ii) any additional holdback amount pursuant to the *Builders Lien Act*, S.B.C. 1997, c. 45, as amended (the "**BLA**") owing to a Post-Filing Holdback Party for the period following the Filing Date, where such Post-Filing Holdback Party has fully completed its scope of work in relation to the Eclipse Project, as determined by the Monitor, such Post-Filing Holdback Party is not required by the Debtors' construction manager, Brasfield, for continued construction of the Eclipse Project, and the Holdback Release Conditions (as defined in the Fifth Report) have been satisfied, including the execution of the Holdback Release Agreement substantially in the form attached as Appendix "R" to the Fifth Report (the "**Holdback Release Agreement**"); and

b) upon payment of the Post-Filing Holdback Amount to the Post-Filing Holdback Parties, deemed all of the requirements of the BLA, and all of the obligations of the Monitor and the Debtors, in respect of, or in connection with, the Post-Filing Holdback Amount, any other holdback required to be retained by the Monitor or any of the Debtors (or any of them) under the BLA, or any holdback required under the *Strata Property Act*, S.B.C. 1998, c. 43, as amended in respect the Eclipse Project, to have been complied with.

3. In connection with the granting of the Holdback Release Order, the Monitor undertook a comprehensive review of the amounts owing to the Subcontractors. This process included reviewing statutory holdback obligations, outstanding subcontract balances and pre-filing construction claims relating to each Subcontractor. It also included identifying various categories of Subcontractors involved in the Eclipse Project that would be required to execute the Holdback Release Agreement in accordance with the Holdback Release Order, including:

a) Subcontractors retained prior to the commencement of these proceedings that remained owed pre-filing amounts, including statutory holdbacks that ought to have been retained pursuant to the BLA;

b) Subcontractors retained prior to the commencement of these proceedings that had received partial payment of their pre-filing claims;

c) Subcontractors retained prior to the commencement of these proceedings that were only entitled to payment of post-filing statutory holdbacks; and

d) Subcontractors retained by the Monitor following the commencement of these proceedings.

4. Prior to authorizing the release of any holdback funds, the Monitor required each Subcontractor to execute the Holdback Release Agreement, subject to any minor revisions that were required, and satisfy the other conditions prescribed by both the Holdback Release Order and the applicable Holdback Release Agreement. Accordingly, each Subcontractor was required to, among other things:

   a) confirm that the applicable subcontract work had been fully completed and that the applicable lien periods under the BLA had expired;

   b) deliver all applicable warranties, operating manuals, maintenance manuals and related close-out documentation;

   c) provide a CCDC 9B Statutory Declaration confirming payment of all accounts for labour, materials, subcontractors and suppliers;

   d) provide evidence of good standing with WorkSafeBC;

   e) confirm that there were no outstanding liens, Lien Notices (as defined in the LRO) or unresolved claims relating to the applicable subcontract; and

   f) execute comprehensive releases in favor of the Debtors, the Monitor, KingSett, Brasfield and other released parties, together with appropriate indemnities and assignments of warranty rights.

5. Following the receipt and review of the documentation required pursuant to the Holdback Release Order and the applicable Holdback Release Agreement, and upon the Monitor’s satisfaction that all conditions precedent to payment had been fulfilled, the Monitor authorized the release of the applicable holdback funds in accordance with the Holdback Release Order. Holdback funds were only released to Subcontractors that had submitted all required documentation and otherwise satisfied the applicable requirements.

## 4.0 Distributions Pursuant to the Distribution Order

1. As described in the Seventh Report and above, the Distribution Order authorized and directed the Monitor to make or cause to be made one or more Distributions from the purchase price paid in connection with each Purchased Unit approved pursuant to the AVO, subject to such holdbacks as the Monitor considered necessary or appropriate to satisfy priority claims against the applicable Purchased Unit and to fund these proceedings, including, without limitation, the Home Warranty Cash Collateral, the Monitor's fees and the fees of its counsel, including:

   a) to the CRA in respect of any GST required to be remitted by the Monitor in connection with the closing of each Purchased Unit;

   b) to the applicable parties in respect of administration fees, property tax arrears, strata fees, special levies and other customary closing disbursements incurred in connection with the closing of each Purchased Unit;

   c) to MLA in respect of the commission and other fees payable pursuant to the MLA Agreement in connection with each Purchased Unit, together with any applicable GST;

   d) to MLA and Rennie (collectively, the "**Former Sales Agents**") and the brokerages representing purchasers under the Pre-Sale Contracts (the "**Cooperating Brokerages**") in respect of commissions payable in connection with each Purchased Unit, together with any applicable GST, provided that the Monitor received such information, documentation and declarations as it considered necessary or appropriate to confirm the commission payable in connection with the applicable Purchased Unit; and

   e) to KingSett, Westmount and Aviva in accordance with the priorities established under the Distribution Order.

### 4.1 Distributions to Aviva

1. As described in Section 2.2 of this Eighth Report, the Acknowledgement Agreement provides that the first $2.5 million of net sale proceeds derived from the sale of Purchased Units is to be paid in priority to Aviva to establish the

Home Warranty Cash Collateral pursuant to the Builder Agreement. Following the commencement of Unit Transactions, the Monitor tracked the net sale proceeds realized from completed Unit Transactions and, in accordance with the Acknowledgement Agreement and the Distribution Order, applied the first $2.5 million of such proceeds toward funding the Home Warranty Cash Collateral.

### 4.2 Distributions to Former Sales Agents and Cooperating Brokerages

1. The Distribution Order required the Monitor to verify the commissions payable in connection with each Purchased Unit prior to making any Distribution to the Former Sales Agents or the applicable Cooperating Brokerage. Given the significant number of Unit Transactions, the passage of time between execution of the Pre-Sale Contracts and closing, the transition between project sales brokerages and the incomplete nature of certain of the Debtors' books and records, the Monitor determined that a comprehensive review and reconciliation of each commission payable (each, a "**Commission Claim**" and collectively, the "**Commission Claims**") was necessary before authorizing payment.

2. Since the granting of the Distribution Order, the Monitor has undertaken a detailed review of each Commission Claim relating to completed Unit Transactions. The Monitor's review has been conducted on a unit-by-unit basis and has included, among other things:

   a) reviewing the applicable SRRFs, Pre-Sale Contracts and the Debtors' records to determine the commission payable and identify any partial commission payments previously made by the Debtors;

   b) reconciling commission invoices submitted by brokerages against the Monitor's calculations and following up with the applicable brokerages where discrepancies were identified;

   c) obtaining additional supporting documentation where required, including brokerage transfer agreements, amendments to SRRFs and other documentation necessary to substantiate the applicable Commission Claim;

   d) where a brokerage had previously received partial commission payments or bonuses from the Debtors, confirming whether all Unit Transactions associated with those payments had completed and, where applicable, adjusting the commissions payable to account for partial payments relating to Unit Transactions that had not yet closed; and

e) obtaining payment instructions from each brokerage and written confirmation that the payment instructions were accurate and that the brokerage would remit the applicable commission amounts to the respective selling realtors in accordance with the applicable contractual arrangements.

3. The Monitor has authorized payment of Commission Claims only after completing the foregoing review procedures and satisfying itself that the amounts claimed were supported by the available documentation and were payable in accordance with the applicable Pre-Sale Contracts, SRRFs, and the Distribution Order. Where additional information or supporting documentation has been required, the Monitor has deferred payment until the outstanding issues have been resolved.

4. The Monitor continues to review the remaining Commission Claims associated with the Remaining Pre-Sale Unit Transactions and will administer future commission payments in accordance with the Distribution Order.

### 4.3 Distribution to KingSett

1. Following completion of each Unit Transaction, the Monitor and its counsel reviewed the applicable closing documentation and statements of adjustments to verify the amounts payable in connection with the applicable Purchased Unit, including GST, customary closing disbursements, commissions and other authorized Distributions. The Monitor also confirmed that appropriate holdbacks and reserves had been established to satisfy priority claims and fund the ongoing administration of these proceedings. After doing so, the Monitor distributed the remaining net sale proceeds to KingSett in accordance with the priorities established under the Distribution Order. The Monitor will continue to administer future Distributions arising from the Remaining Unit Transactions in accordance with the Distribution Order.

# 5.0 Interim Statement of Receipts and Disbursements

1. The Interim SRD is attached as **Appendix "M"**, a summary of which is as follows:

| Description | Notes | Amount ($) |
|---|---|---|
| **Receipts** | | |
| Purchased Unit proceeds | | 113,203,567 |
| Interim financing facility advances | | 24,053,346 |
| Other receipts | A | 208,238 |
| **Total Receipts** | | **137,465,151** |
| **Disbursements** | | |
| Distributions to KingSett | | 73,037,075 |
| Repayment of Interim Financing Facility | B | 24,053,346 |
| Construction expenses | C | 14,277,497 |
| Administrative expenses | D | 10,425,832 |
| Sales taxes | E | 1,458,348 |
| Legal fees and disbursements | F | 1,176,131 |
| Monitor's fees and disbursements | G | 912,917 |
| Property taxes | H | 863,058 |
| New Home Warranty and BC Housing fees | I | 505,709 |
| **Total Disbursements** | | **126,709,913** |
| **Balance in Monitor's account** | | **10,755,238** |

2. The Monitor notes the following regarding the Interim SRD:

   A. Other receipts: primarily consist of rebates received under the TELUS incentive program in connection with the Eclipse Project, pre-sale purchaser assignment fees, and interest earned on funds held in the Monitor's account;

   B. Repayment of Interim Financing Facility: represents repayment of advances previously made by KingSett pursuant to the Interim Financing Facility;

   C. Construction expenses: include Brasfield's fees, amounts paid to Subcontractors, and equipment rental costs;

D. Administrative expenses: include insurance, software license costs, marketing expenses, security for the Eclipse Project site, permit costs, monthly strata fees and other administration expenses;

E. Sales taxes: include GST, PST, and HST paid on disbursements;

F. Legal fees and disbursements: represent legal fees and disbursements incurred by the Monitor's legal counsel, Bennett Jones LLP, for the period from January 8, 2025 to March 31, 2026;

G. Monitor's fees and disbursements: represent the professional fees and disbursements of the Monitor for the period from January 8, 2025 to March 31, 2026;

H. Property taxes: represent payment of all outstanding property tax arrears relating to the Eclipse Project, together with 2026 property taxes; and

I. New Home Warranty and BC Housing fees: represent premiums and fees paid to reinstate the New Home Warranty, including BC Housing fees.

## 6.0 Fifth Cash Flow Forecast

1. The Monitor, in conjunction with KingSett, has prepared a Fifth Cash Flow Forecast for the period July 31, 2026, to February 5, 2027 (the "**Cash Flow Period**"). The Fifth Cash Flow Forecast is attached as **Appendix "N"**.[11] The Fifth Cash Flow Forecast contemplates that the Debtors can fund their business during the Cash Flow Period.

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

2. A summary of the Fifth Cash Flow Forecast[12] is provided below:

| (Unaudited; CAD; $000s) | Note | July 31, 2026 to February 5, 2027 |
|---|---|---|
| Purchased Unit sales | A | 23,776 |
| Other receipts | B | 760 |
| | | 24,536 |
| Disbursements | | |
| Purchased Unit Distributions | C | (4,152) |
| Construction expenses | D | (400) |
| Administrative and marketing | E | (1,880) |
| Contingency | F | (825) |
| Professional fees | G | (1,700) |
| | | (8,957) |
| Net cash flow | | 15,579 |
| | | |
| Opening cash balance | | 10 |
| Net cash flow | | 15,579 |
| **Ending cash balance** | | **15,589** |

3. The Monitor notes the following regarding the Fifth Cash Flow Forecast:

A. Purchased Unit sales: represents estimated gross proceeds from the closing of the Remaining Pre-Sale Unit Transactions during the Cash Flow Period. The forecast assumes that certain of the Remaining Pre-Sale Unit Transactions will close in accordance with the anticipated closing schedule;

B. Other receipts: include post-Filing Date GST refunds and other miscellaneous receipts;

C. Purchased Unit Distributions: represents Distributions expected to be made from the proceeds of Unit Transactions, including amounts payable in respect of GST, customary closing disbursements, commissions, and other amounts payable in connection with the closing of Unit Transactions;

D. Construction expenses: represents estimated costs associated with the completion of remaining construction and project close-out activities, including the administration of the Holdback Release Order;

[12] The notes to the Fifth Cash Flow Forecast provide the underlying assumptions, including a description of each line item.

E. Administrative and marketing: includes sales taxes, insurance, permit costs, license fees, sales and marketing costs, property taxes, strata fees, and other administration expenses;

F. Contingency: accounts for any unforeseen construction or other expenses; and

G. Professional fees: includes fees of the Monitor and Bennett Jones.

4. Based on the Monitor's review of the Fifth Cash Flow Forecast, the assumptions appear reasonable. The Monitor's statutory report on the Fifth Cash Flow Forecast is attached as **Appendix "O"**.

## 7.0 Stay Extension and Related Relief

1. The Stay of Proceedings currently expires on July 31, 2026. The Monitor is requesting an extension of the Stay of Proceedings to and including January 31, 2027, pursuant to the proposed Stay Extension Order. The Monitor is of the view that the proposed Stay Extension is appropriate for the following reasons, among others:

a) in the context of a CCAA proceeding in which a "super-monitor" has been appointed, it is appropriate that the monitor is held to the good faith standard. As "super-monitor" in these proceedings, the Monitor believes that it has and is currently discharging its duties and obligations in good faith and with due diligence, and that it has caused the Debtors to do the same, including by, among other things, advancing the construction of the Eclipse Project to the stage of substantial completion and occupancy, delivering Pre-Sale Unit to Pre-Sale Purchasers, making Distributions to the Debtors' creditors and other stakeholders, complying with the numerous orders granted by this Court, responding to the Opposing Pre-Sale 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 AVO and the Distribution Order, respectively, and preserve the value of the 70 remaining Pre-Sale Contracts, including those of the Opposing Pre-Sale Purchasers (subject to the final determination of the Opposing Pre-Sale 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, in the Monitor's view, 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;

d) any potential prejudice to the Opposing Pre-Sale Purchasers occasioned by the proposed Stay Extension is substantially outweighed by the benefits to be realized for the Debtors and their creditors and other stakeholders, and the prejudice to the Debtors and their creditors and other stakeholders by declining to grant the proposed Stay Extension, given that:

    i. 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 Pre-Sale Purchasers' Applications have been heard on their merits and are awaiting this Court's 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 Pre-Sale Purchasers have had ample opportunity to establish;

iii. the Monitor remains of the view, as described in the Seventh Report, that the Pre-Sale Contracts represent a significant component of the value of the Eclipse Project and that, subject to the final determination of the Opposing Pre-Sale 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; and

iv. the Monitor has to date and, subject to the final determination of the Opposing Pre-Sale Purchasers' Applications, intends to continue to, voluntarily refrain from exercising certain rights and remedies of the Debtors and the Monitor to avoid prejudicing the Opposing Pre-Sale Purchasers, while preserving and reserving the rights and remedies of the Monitor and the Debtors – the most recent reflection of such efforts appears in the correspondence attached as **Appendix "P"**[13] from counsel to the Monitor to counsel to the majority of the Opposing Pre-Sale Purchasers;

e) the Fifth Cash Flow Forecast reflects that the Debtors are projected to have sufficient liquidity to fund their operations and the costs of these CCAA proceedings during the Stay Extension;

f) if the proposed Stay Extension is granted, it will, among other things, have the effect of continuing to relieve the Debtors of any obligation to file a new disclosure statement under subsection 16(2) of REDMA, thereby facilitating the preservation of the Pre-Sale Contracts, together with the other protections afforded to the Debtors under the TARIO; and

g) KingSett, as the Debtors' largest and fulcrum secured creditor, is supportive of the proposed Stay Extension.

[13] The Monitor notes that substantially similar correspondence was provided to counsel to the remaining Opposing Pre-Sale Purchasers on July 23, 2026.

## 8.0 Monitor’s Activities

1. Since the Seventh Report, in addition to the items described above, the Monitor has, among other things:

   a) corresponded regularly with the Debtors’ management team and representatives of Thind to obtain information concerning the Debtors and the Eclipse Project;

   b) corresponded extensively with Bennett Jones, KingSett, and Brasfield regarding all aspects of these proceedings and the Eclipse Project;

   c) with the assistance of Brasfield, engaged in extensive discussions with the Subcontractors regarding the Eclipse Project;

   d) corresponded extensively with MLA regarding the Amended Sale Process and the closings of the Pre-Sale Units;

   e) engaged in extensive correspondence with various Pre-Sale Purchasers regarding the status of the Eclipse Project and these proceedings;

   f) responded to the Opposing Pre-Sale Purchasers’ Applications;

   g) maintained the Case Website; and

   h) prepared this Eighth Report.

## 9.0 Conclusion and Recommendation

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

* * *

All of which is respectfully submitted,

**ALIXPARTNERS RESTRUCTURING, INC.,**
solely in its capacity as Court-appointed monitor of
**Beta View Homes Ltd., Lumina Eclipse GP Ltd.,**
**Lumina Eclipse Limited Partnership and D-Thind Development Beta Ltd.,** and
not in its personal or corporate capacity

Per: Jason Knight
Managing Director

# <u>APPENDIX A</u>

## [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**

THIRD AMENDED AND RESTATED INITIAL ORDER

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

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-Thind Development Beta Ltd. (collectively, the "**Respondents**" and each, a "**Respondent**") coming on for hearing at Vancouver, British Columbia, on December 19, 2025; AND ON HEARING Joshua Foster, 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, the Second Report of the Monitor dated April 8, 2025, and the Fifth Report of the Monitor dated December 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-Thind 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 31st, 2026, or such later date as this Court may order (the "**Stay Period**"), no action, suit or proceeding in any court or tribunal (each, a "**Proceeding**") against or in respect of the 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; or (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).

## 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 Order Date 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 save and except for any such Proceeding commenced or continued by the Canada Revenue Agency solely as against such directors or officers. 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 unless such Proceeding is commenced or continued by the Canada Revenue Agency.

## 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 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 $25,750,000 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, April 16, 2025, July 9, 2025 and December 8, 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 $25,750,000, 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 the Order Date. 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 $25,750,000, 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 those claims contemplated by Section 11.8(8) of the CCAA.

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. Notwithstanding paragraph 63 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

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

65. 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 Emma Arnold-Fyfe
☐ Party ☑ Lawyer for the Monitor

J.

BY THE COURT

REGISTRAR

CHECKED

**Schedule "A"**

**Appearance List**

| NAME | APPEARING FOR |
|---|---|
| Joshua Foster and Emma Arnold-Fyfe | KSV Restructuring Inc. |
| Mary Buttery, K.C. and Lucas Hodgson | KingSett Mortgage Corporation |
| Nikhil Pandey | Attorney General of Canada |
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# APPENDIX B

## [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**

**ANCILLARY ORDER**

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

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

September 30, 2025 (the "**Fourth Report**") and the Fifth Report of the Monitor dated December 8, 2025 (the "**Fifth Report**");

**THIS COURT ORDERS AND DECLARES THAT:**

**NOTICE & DEFINITIONS**

1. Capitalized terms used but not otherwise defined in this Order have the meaning given to them in the Fifth Report or the Initial Order, as applicable.

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

**PARKING TENANT**

3. The Monitor is hereby authorized and directed to incorporate, or cause the applicable Debtor(s) to incorporate, as a subsidiary of one of Lumina Eclipse Limited Partnership, Beta View Homes Ltd. or Lumina Eclipse GP Ltd., a company (the "**Parking Tenant**") under the *Business Corporations Act* (British Columbia) (the "**BCA**"), and to the extent required, a representative of the Monitor (the "**Monitor's Representative**") may be the sole director of the Parking Tenant and shall be permitted to resign as the Parking Tenant's sole director at any time following its incorporation.

4. The Monitor and the Monitor's Representative, as applicable, are hereby authorized and directed to cause the applicable Debtors and the Parking Tenant to execute a parking and storage lease agreement (the "**Parking & Storage Lease**"), substantially in the form attached as Appendix "O" to the Fifth Report, and to perform their respective obligations thereunder.

5. The Monitor and the Monitor's Representative, as applicable, including for and on behalf of, and in the name of, the applicable Debtors and/or the Parking Tenant, are hereby permitted to execute and/or file articles of incorporation, bylaws, and such other documents or instruments as may be required to permit or enable and effect the incorporation of the Parking Tenant, the execution of the Parking & Storage Lease and the transactions contemplated under the Parking & Storage Lease, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under any applicable law, including, without limitation, the BCA, to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under applicable law, including, without limitation, the BCA, to effect the incorporation of the Parking Tenant.

**STRATA LOTS**

6. The Monitor is hereby authorized to complete and file, or cause the applicable Debtors to complete and file, a strata plan for the Development (the "**Strata Plan**") to subdivide the lands described in Schedule "B" hereto (collectively, the "**Lands**") into strata lots (collectively, the "**Strata Lots**") and common property with the Land Title Office for the

Land Title District of New Westminster, and to execute and/or file such other documents or instruments as may be required to permit or enable and effect the completion and filing of the Strata Plan and the subdivision of the Lands into the Strata Lots and common property, including, without limitation, for and on behalf of, and in the name of, the applicable Debtors.

**MONITOR'S PROTECTIONS**

7. In performing its duties and obligations under this Order, and taking such other actions and fulfilling such other duties or obligations incidental thereto, including, without limitation, the incorporation and administration of the Parking Tenant, the Monitor and its directors, officers, employees, partners, management, agents and advisors and the Monitor's Representative shall: (i) have the benefit of any and all rights, approvals and the protections afforded to them under applicable law, pursuant to the CCAA, the Initial Order and any other Orders of this Court in these proceedings, or as an officer of the Court, including the stay of proceedings in its favour pursuant to the Initial Order; (ii) incur no liability or obligation other than in respect of gross negligence or wilful misconduct on the part of such parties; (iii) be entitled to rely on the books and records of the Debtors or any of them and any information provided by the Debtors or any of them, all without independent investigation; and (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, except to the extent that the Monitor has acted with gross negligence or wilful misconduct.

8. No action lies against the Monitor or the Monitor's Representative by reason of this Order or the performance of any act authorized by this Order, except with leave of this Court following an application brought on not less than fifteen (15) days' notice to the Monitor and its counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel, other advisors retained or employed by the Monitor, and the Monitor's Representative) shall benefit from the protection granted to the Monitor under this paragraph 8.

**ACTIVITY APPROVAL**

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

**GENERAL**

10. The Monitor may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.

11. **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.

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

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

Signature of Emma Arnold-Fyfe
☐ Party ☑ Lawyer for the Monitor

J

BY THE COURT

REGISTRAR

FORM CHECKED

**Schedule "A" – List of Counsel**

| **Name** | **Party** |
|---|---|
| Joshua Foster and Emma Arnold-Fyfe | KSV Restructuring Inc. |
| Mary Buttery, K.C. and Lucas Hodgson | KingSett Mortgage Corporation |
| Nikhil Pandey | Attorney General of Canada |
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**Schedule "B" – Description of the Lands**

Parcel Identifier: 030-169-747
LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

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**

**ANCILLARY ORDER**

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

Tel No.: (604) 891-7500

# <u>APPENDIX C</u>

## [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**

**APPROVAL AND VESTING ORDER**

| | | |
|---|---|---|
| BEFORE THE HONOURABLE | ) | |
| | ) | 08/April/2026 |
| JUSTICE MASUHARA | ) | |

**ON THE APPLICATION** of KSV Restructuring Inc., in its capacity as Court-appointed Monitor (in such capacity, the "**Monitor**") of Lumina Eclipse Limited Partnership, Beta View Homes Ltd., Lumina Eclipse GP Ltd. and D-Thind Development Beta Ltd. (collectively, the "**Debtors**"), coming on for hearing at Vancouver, British Columbia, on the 8th day of April, 2026; **AND ON HEARING** Andrew Froh, counsel for the Monitor, and those other counsel listed on Schedule "A" hereto; **AND UPON READING** the Amended Sale Process Order of this Court dated October 17, 2025 (as may be amended or amended and restated from time to time, the "**Sale Process Order**"), the Third Amended and Restated Initial Order of this Court dated December 19, 2025 (as may be amended or amended and restated from time to time, the "**Initial Order**"), the Lien

Regularization and Claims Review Order of this Court dated December 19, 2025 (as may be amended or amended and restated from time to time, the "**LRO**"), the Distribution Order of this Court dated as of the date hereof (the "**Distribution Order**"), and the material filed, including the Sixth Report of the Monitor dated March 30, 2026 (the "**Sixth Report**");

**THIS COURT ORDERS AND DECLARES THAT:**

**NOTICE & DEFINITIONS**

1. Capitalized terms used but not otherwise defined in this Order have the meaning given to them in the Initial Order, the LRO or the Sixth Report, as applicable.

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

**APPROVAL OF UNIT TRANSACTIONS & VESTING OF PURCHASED UNITS**

3. The Monitor is hereby authorized to sell, pursuant to any sale agreements arising from the Amended Sale Process that satisfy the Sale Conditions (each, a "**New Sale Agreement**") or any Pre-Sale Contracts (each such New Sale Agreement or Pre-Sale Contract being hereinafter referred to as a "**Sale Agreement**" and each transaction contemplated thereunder, a "**Unit Transaction**"), any and all of the strata lots (collectively, the "**Strata Lots**" and each, a "**Strata Lot**") that comprise the lands described in Schedule "B" hereto (collectively, the "**Lands**"), including all fixtures and chattels, in each case, as designated and described in the applicable Sale Agreement (each, a "**Purchased Unit**" and collectively, the "**Purchased Units**"), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith.

4. The execution of any Sale Agreement by the Monitor, for and on behalf of Lumina Eclipse Limited Partnership, is hereby authorized and approved, with such minor amendments as the Monitor may deem necessary. The Monitor and its counsel are hereby authorized and directed to take such additional steps and execute and/or file such additional documents, amendments, addenda, assignments or instruments as may be necessary or desirable for the completion of any Unit Transaction, the satisfaction of the obligations of the Vendor and the Vendor's Solicitors (each as defined in each Sale Agreement) under each Sale Agreement (regardless of whether the Vendor's Solicitors are identified as Richards Buell Sutton LLP), the transfer, transmission and/or conveyance of any Purchased Unit to the purchaser(s) thereof (each, a "**Purchaser**" and collectively, the "**Purchasers**"), and the assignment of any parking stalls and/or storage lockers to the Purchaser(s) thereof, including, without limitation, for and on behalf of, and in the name of, the applicable Debtor(s). This Order shall constitute the only authorization required by the Monitor and the Debtors to proceed with each Unit Transaction and no shareholder or other approvals shall be required in connection therewith.

5. Upon delivery by the Monitor to the applicable Purchaser of a certificate substantially in the form attached as Schedule "C" hereto (in each case, the "**Monitor's Certificate**"), all of Lumina Eclipse Limited Partnership's and Beta View Homes Ltd.'s right, title and

interest in and to the Purchased Unit described in such Monitor's Certificate shall vest absolutely in the Purchaser specified in such Monitor's Certificate in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing (i) any encumbrances or charges created by the Initial Order or the LRO (including, without limitation, any current or future Lien Charge), (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system, and (iii) those Claims listed on column 2 of Schedule "D" hereto pertaining to the applicable Purchased Unit (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on column 3 of Schedule "D" hereto (collectively, the "**Permitted Encumbrances**")), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to such Purchased Unit are hereby expunged and discharged as against such Purchased Unit.

6. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from Bennett Jones LLP, solicitors for the Monitor, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:

   (a) enter the Purchaser specified in the applicable Monitor's Certificate as the owner of the Purchased Unit identified therein, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

   (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Purchased Unit identified in the applicable Monitor's Certificate all of the registered Encumbrances except for those Permitted Encumbrances listed on column 3 of Schedule "D" hereto.

7. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of each Purchased Unit (collectively, the "**Sale Proceeds**") shall, subject to the Distribution Order, stand in the place and stead of such Purchased Unit, and from and after the delivery of the Monitor's Certificate all Claims and Encumbrances, other than any Lien Claims or Lien Charge (which shall not attach to the Sale Proceeds, including, without limitation, any holdback contemplated under any Sale Agreement, the *Strata Property Act*

(British Columbia) or the *Builders Lien Act* (British Columbia)), shall attach to the Sale Proceeds with the same priority as they had with respect to such Purchased Unit immediately prior to the sale, as if such Purchased Unit had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

8. The Monitor is to file with the Court a copy of each Monitor's Certificate as soon as practicable after delivery thereof.

9. Subject to the terms of the applicable Sale Agreement, vacant possession of a Purchased Unit, including any real property, shall be delivered by the Monitor, for and on behalf of Lumina Eclipse Limited Partnership, to the Purchaser at 12:00 noon on the Possession Date (in each case, as defined within the applicable Sale Agreement as the second business day following the Completion Date (as defined in the Sale Agreement)), subject to the Permitted Encumbrances as set out in the applicable Sale Agreement and listed on column 3 of Schedule "D" hereto.

10. The Monitor, with the consent of the applicable Purchaser, shall be at liberty to extend the applicable Completion Date to such later date as those parties may agree without the necessity of a further Order of this Court provided that all closing conditions continue to be satisfied.

11. Notwithstanding:

    (a) these proceedings;

    (b) any applications for a bankruptcy or receivership order in respect of the Debtors (or any of them) now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* (Canada) or other applicable legislation, and any bankruptcy or receivership order issued pursuant to any such applications;

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

    (d) any provision of any federal or provincial legislation,

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

## TRANSFER OF DEPOSITS

12. Richards Buell Sutton LLP is hereby authorized and directed to release and transfer all deposits and interest thereon currently held in trust by it, as trustee, in connection with the Pre-Sale Contracts to Bennett Jones LLP, in trust (collectively, the "**Deposits**"). Bennett Jones LLP is hereby authorized and directed to release, transfer and/or deal with the Deposits received from Richards Buell Sutton LLP in accordance with subsection 18(2) of *Real Estate Development Marketing Act* (British Columbia), the Sale Agreements and/or any further Order of this Court.

## MONITOR'S PROTECTIONS

13. In performing its duties and obligations under this Order, and taking such other actions and fulfilling such other duties or obligations incidental thereto, including, without limitation, with respect to the sale, transfer, transmission or conveyance of each Purchased Unit, the Monitor and its directors, officers, employees, partners, management, agents and advisors shall: (i) have the benefit of any and all rights, approvals and the protections afforded to them under applicable law, pursuant to the CCAA, the Initial Order and any other Orders of this Court in these proceedings, or as an officer of the Court, including the stay of proceedings in its favour pursuant to the Initial Order; (ii) incur no liability or obligation other than in respect of gross negligence or wilful misconduct on the part of such parties; (iii) be entitled to rely on the books and records of the Debtors or any of them and any information provided by the Debtors or any of them or any Purchaser, all without independent investigation; and (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any Purchaser, except to the extent that the Monitor has acted with gross negligence or wilful misconduct.

14. No action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except with leave of this Court following an application brought on not less than fifteen (15) days' notice to the Monitor and its counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel, other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under this paragraph 14.

## GENERAL

15. The Monitor may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.

16. **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.

17. 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

J.
BY THE COURT

REGISTRAR

Certified a true copy according to the records of the Supreme Court at Vancouver, B.C.
DATED: APR 09 2026

Authorized Signing Officer
MICHAEL CHAN

CHECKED

**Schedule "A" – List of Counsel**

| Name | Party |
|---|---|
| Andrew Froh and Joshua Foster | KSV Restructuring Inc. |
| Mary Buttery, K.C. and Lucas Hodgson | KingSett Mortgage Corporation |
| James Un | Chung Hei Wong, Liping Ding, and Wai Thing Nicole Wong |
| Bryan Gibbons | Westmount West Services Inc. |
| Daniel Yavenbaum and Bryan Baynham | Various Presale Purchasers |
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**Schedule "B" – Description of the Lands**

1. PARCEL IDENTIFIER: 032-801-297, STRATA LOT 1 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

2. PARCEL IDENTIFIER: 032-801-301, STRATA LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

3. PARCEL IDENTIFIER: 032-801-319, STRATA LOT 3 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

4. PARCEL IDENTIFIER: 032-801-327, STRATA LOT 4 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

5. PARCEL IDENTIFIER: 032-801-335, STRATA LOT 5 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

6. PARCEL IDENTIFIER: 032-801-343, STRATA LOT 6 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

7. PARCEL IDENTIFIER: 032-801-351, STRATA LOT 7 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

8. PARCEL IDENTIFIER: 032-801-360, STRATA LOT 8 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

9. PARCEL IDENTIFIER: 032-801-378, STRATA LOT 9 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

10. PARCEL IDENTIFIER: 032-801-386, STRATA LOT 10 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

11. PARCEL IDENTIFIER: 032-801-394, STRATA LOT 11 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

12. PARCEL IDENTIFIER: 032-801-408, STRATA LOT 12 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

13. PARCEL IDENTIFIER: 032-801-416, STRATA LOT 13 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

14. PARCEL IDENTIFIER: 032-801-424, STRATA LOT 14 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

15. PARCEL IDENTIFIER: 032-801-432, STRATA LOT 15 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

16. PARCEL IDENTIFIER: 032-801-441, STRATA LOT 16 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

17. PARCEL IDENTIFIER: 032-801-459, STRATA LOT 17 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

18. PARCEL IDENTIFIER: 032-801-467, STRATA LOT 18 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

19. PARCEL IDENTIFIER: 032-801-475, STRATA LOT 19 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

20. PARCEL IDENTIFIER: 032-801-483, STRATA LOT 20 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

21. PARCEL IDENTIFIER: 032-801-491, STRATA LOT 21 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

22. PARCEL IDENTIFIER: 032-801-505, STRATA LOT 22 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

23. PARCEL IDENTIFIER: 032-801-513, STRATA LOT 23 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

24. PARCEL IDENTIFIER: 032-801-521, STRATA LOT 24 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

25. PARCEL IDENTIFIER: 032-801-530, STRATA LOT 25 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

26. PARCEL IDENTIFIER: 032-801-548, STRATA LOT 26 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

27. PARCEL IDENTIFIER: 032-801-556, STRATA LOT 27 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

28. PARCEL IDENTIFIER: 032-801-564, STRATA LOT 28 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

29. PARCEL IDENTIFIER: 032-801-572, STRATA LOT 29 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

30. PARCEL IDENTIFIER: 032-801-581, STRATA LOT 30 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

31. PARCEL IDENTIFIER: 032-801-599, STRATA LOT 31 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

32. PARCEL IDENTIFIER: 032-801-602, STRATA LOT 32 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

33. PARCEL IDENTIFIER: 032-801-611, STRATA LOT 33 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

34. PARCEL IDENTIFIER: 032-801-629, STRATA LOT 34 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

35. PARCEL IDENTIFIER: 032-801-637, STRATA LOT 35 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

36. PARCEL IDENTIFIER: 032-801-645, STRATA LOT 36 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

37. PARCEL IDENTIFIER: 032-801-653, STRATA LOT 37 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

38. PARCEL IDENTIFIER: 032-801-661, STRATA LOT 38 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

39. PARCEL IDENTIFIER: 032-801-670, STRATA LOT 39 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

40. PARCEL IDENTIFIER: 032-801-688, STRATA LOT 40 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

41. PARCEL IDENTIFIER: 032-801-696, STRATA LOT 41 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

42. PARCEL IDENTIFIER: 032-801-700, STRATA LOT 42 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

43. PARCEL IDENTIFIER: 032-801-718, STRATA LOT 43 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

44. PARCEL IDENTIFIER: 032-801-726, STRATA LOT 44 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

45. PARCEL IDENTIFIER: 032-801-734, STRATA LOT 45 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

46. PARCEL IDENTIFIER: 032-801-742, STRATA LOT 46 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

47. PARCEL IDENTIFIER: 032-801-751, STRATA LOT 47 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

48. PARCEL IDENTIFIER: 032-801-769, STRATA LOT 48 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

49. PARCEL IDENTIFIER: 032-801-777, STRATA LOT 49 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

50. PARCEL IDENTIFIER: 032-801-785, STRATA LOT 50 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

51. PARCEL IDENTIFIER: 032-801-793, STRATA LOT 51 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

52. PARCEL IDENTIFIER: 032-801-807, STRATA LOT 52 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

53. PARCEL IDENTIFIER: 032-801-815, STRATA LOT 53 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

54. PARCEL IDENTIFIER: 032-801-823, STRATA LOT 54 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

55. PARCEL IDENTIFIER: 032-801-831, STRATA LOT 55 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

56. PARCEL IDENTIFIER: 032-801-840, STRATA LOT 56 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

57. PARCEL IDENTIFIER: 032-801-858, STRATA LOT 57 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

58. PARCEL IDENTIFIER: 032-801-866, STRATA LOT 58 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

59. PARCEL IDENTIFIER: 032-801-874, STRATA LOT 59 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

60. PARCEL IDENTIFIER: 032-801-882, STRATA LOT 60 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

61. PARCEL IDENTIFIER: 032-801-891, STRATA LOT 61 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

62. PARCEL IDENTIFIER: 032-801-904, STRATA LOT 62 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

63. PARCEL IDENTIFIER: 032-801-912, STRATA LOT 63 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

64. PARCEL IDENTIFIER: 032-801-921, STRATA LOT 64 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

65. PARCEL IDENTIFIER: 032-801-939, STRATA LOT 65 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

66. PARCEL IDENTIFIER: 032-801-947, STRATA LOT 66 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

67. PARCEL IDENTIFIER: 032-801-955, STRATA LOT 67 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

68. PARCEL IDENTIFIER: 032-801-963, STRATA LOT 68 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

69. PARCEL IDENTIFIER: 032-801-971, STRATA LOT 69 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

70. PARCEL IDENTIFIER: 032-801-980, STRATA LOT 70 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

71. PARCEL IDENTIFIER: 032-801-998, STRATA LOT 71 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

72. PARCEL IDENTIFIER: 032-802-005, STRATA LOT 72 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

73. PARCEL IDENTIFIER: 032-802-013, STRATA LOT 73 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

74. PARCEL IDENTIFIER: 032-802-021, STRATA LOT 74 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

75. PARCEL IDENTIFIER: 032-802-030, STRATA LOT 75 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

76. PARCEL IDENTIFIER: 032-802-048, STRATA LOT 76 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

77. PARCEL IDENTIFIER: 032-802-056, STRATA LOT 77 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

78. PARCEL IDENTIFIER: 032-802-064, STRATA LOT 78 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

79. PARCEL IDENTIFIER: 032-802-072, STRATA LOT 79 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

80. PARCEL IDENTIFIER: 032-802-081, STRATA LOT 80 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

81. PARCEL IDENTIFIER: 032-802-099, STRATA LOT 81 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

82. PARCEL IDENTIFIER: 032-802-102, STRATA LOT 82 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

83. PARCEL IDENTIFIER: 032-802-111, STRATA LOT 83 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

84. PARCEL IDENTIFIER: 032-802-129, STRATA LOT 84 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

85. PARCEL IDENTIFIER: 032-802-137, STRATA LOT 85 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

86. PARCEL IDENTIFIER: 032-802-145, STRATA LOT 86 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

87. PARCEL IDENTIFIER: 032-802-153, STRATA LOT 87 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

88. PARCEL IDENTIFIER: 032-802-161, STRATA LOT 88 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

89. PARCEL IDENTIFIER: 032-802-170, STRATA LOT 89 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

90. PARCEL IDENTIFIER: 032-802-188, STRATA LOT 90 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

91. PARCEL IDENTIFIER: 032-802-196, STRATA LOT 91 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

92. PARCEL IDENTIFIER: 032-802-200, STRATA LOT 92 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

93. PARCEL IDENTIFIER: 032-802-218, STRATA LOT 93 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

94. PARCEL IDENTIFIER: 032-802-226, STRATA LOT 94 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

95. PARCEL IDENTIFIER: 032-802-234, STRATA LOT 95 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

96. PARCEL IDENTIFIER: 032-802-242, STRATA LOT 96 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

97. PARCEL IDENTIFIER: 032-802-251, STRATA LOT 97 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

98. PARCEL IDENTIFIER: 032-802-269, STRATA LOT 98 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

99. PARCEL IDENTIFIER: 032-802-277, STRATA LOT 99 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

100. PARCEL IDENTIFIER: 032-802-285, STRATA LOT 100 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

101. PARCEL IDENTIFIER: 032-802-293, STRATA LOT 101 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

102. PARCEL IDENTIFIER: 032-802-307, STRATA LOT 102 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

103. PARCEL IDENTIFIER: 032-802-315, STRATA LOT 103 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

104. PARCEL IDENTIFIER: 032-802-323, STRATA LOT 104 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

105. PARCEL IDENTIFIER: 032-802-331, STRATA LOT 105 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

106. PARCEL IDENTIFIER: 032-802-340, STRATA LOT 106 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

107. PARCEL IDENTIFIER: 032-802-358, STRATA LOT 107 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

108. PARCEL IDENTIFIER: 032-802-366, STRATA LOT 108 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

109. PARCEL IDENTIFIER: 032-802-374, STRATA LOT 109 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

110. PARCEL IDENTIFIER: 032-802-382, STRATA LOT 110 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

111. PARCEL IDENTIFIER: 032-802-391, STRATA LOT 111 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

112. PARCEL IDENTIFIER: 032-802-404, STRATA LOT 112 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

113. PARCEL IDENTIFIER: 032-802-412, STRATA LOT 113 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

114. PARCEL IDENTIFIER: 032-802-421, STRATA LOT 114 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

115. PARCEL IDENTIFIER: 032-802-439, STRATA LOT 115 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

116. PARCEL IDENTIFIER: 032-802-447, STRATA LOT 116 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

117. PARCEL IDENTIFIER: 032-802-455, STRATA LOT 117 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

118. PARCEL IDENTIFIER: 032-802-463, STRATA LOT 118 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

119. PARCEL IDENTIFIER: 032-802-471, STRATA LOT 119 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

120. PARCEL IDENTIFIER: 032-802-480, STRATA LOT 120 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

121. PARCEL IDENTIFIER: 032-802-498, STRATA LOT 121 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

122. PARCEL IDENTIFIER: 032-802-501, STRATA LOT 122 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

123. PARCEL IDENTIFIER: 032-802-510, STRATA LOT 123 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

124. PARCEL IDENTIFIER: 032-802-528, STRATA LOT 124 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

125. PARCEL IDENTIFIER: 032-802-536, STRATA LOT 125 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

126. PARCEL IDENTIFIER: 032-802-544, STRATA LOT 126 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

127. PARCEL IDENTIFIER: 032-802-552, STRATA LOT 127 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

128. PARCEL IDENTIFIER: 032-802-561, STRATA LOT 128 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

129. PARCEL IDENTIFIER: 032-802-579, STRATA LOT 129 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

130. PARCEL IDENTIFIER: 032-802-587, STRATA LOT 130 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

131. PARCEL IDENTIFIER: 032-802-595, STRATA LOT 131 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

132. PARCEL IDENTIFIER: 032-802-609, STRATA LOT 132 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

133. PARCEL IDENTIFIER: 032-802-617, STRATA LOT 133 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

134. PARCEL IDENTIFIER: 032-802-625, STRATA LOT 134 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

135. PARCEL IDENTIFIER: 032-802-633, STRATA LOT 135 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

136. PARCEL IDENTIFIER: 032-802-641, STRATA LOT 136 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

137. PARCEL IDENTIFIER: 032-802-650, STRATA LOT 137 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

138. PARCEL IDENTIFIER: 032-802-668, STRATA LOT 138 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

139. PARCEL IDENTIFIER: 032-802-676, STRATA LOT 139 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

140. PARCEL IDENTIFIER: 032-802-684, STRATA LOT 140 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

141. PARCEL IDENTIFIER: 032-802-692, STRATA LOT 141 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

142. PARCEL IDENTIFIER: 032-802-706, STRATA LOT 142 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

143. PARCEL IDENTIFIER: 032-802-714, STRATA LOT 143 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

144. PARCEL IDENTIFIER: 032-802-722, STRATA LOT 144 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

145. PARCEL IDENTIFIER: 032-802-731, STRATA LOT 145 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

146. PARCEL IDENTIFIER: 032-802-749, STRATA LOT 146 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

147. PARCEL IDENTIFIER: 032-802-757, STRATA LOT 147 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

148. PARCEL IDENTIFIER: 032-802-765, STRATA LOT 148 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

149. PARCEL IDENTIFIER: 032-802-773, STRATA LOT 149 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

150. PARCEL IDENTIFIER: 032-802-781, STRATA LOT 150 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

151. PARCEL IDENTIFIER: 032-802-790, STRATA LOT 151 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

152. PARCEL IDENTIFIER: 032-802-803, STRATA LOT 152 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

153. PARCEL IDENTIFIER: 032-802-811, STRATA LOT 153 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

154. PARCEL IDENTIFIER: 032-802-820, STRATA LOT 154 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

155. PARCEL IDENTIFIER: 032-802-838, STRATA LOT 155 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

156. PARCEL IDENTIFIER: 032-802-846, STRATA LOT 156 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

157. PARCEL IDENTIFIER: 032-802-854, STRATA LOT 157 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

158. PARCEL IDENTIFIER: 032-802-862, STRATA LOT 158 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

159. PARCEL IDENTIFIER: 032-802-871, STRATA LOT 159 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

160. PARCEL IDENTIFIER: 032-802-889, STRATA LOT 160 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

161. PARCEL IDENTIFIER: 032-802-897, STRATA LOT 161 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

162. PARCEL IDENTIFIER: 032-802-901, STRATA LOT 162 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

163. PARCEL IDENTIFIER: 032-802-919, STRATA LOT 163 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

164. PARCEL IDENTIFIER: 032-802-927, STRATA LOT 164 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

165. PARCEL IDENTIFIER: 032-802-935, STRATA LOT 165 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

166. PARCEL IDENTIFIER: 032-802-943, STRATA LOT 166 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

167. PARCEL IDENTIFIER: 032-802-951, STRATA LOT 167 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

168. PARCEL IDENTIFIER: 032-802-960, STRATA LOT 168 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

169. PARCEL IDENTIFIER: 032-802-978, STRATA LOT 169 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

170. PARCEL IDENTIFIER: 032-802-986, STRATA LOT 170 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

171. PARCEL IDENTIFIER: 032-802-994, STRATA LOT 171 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

172. PARCEL IDENTIFIER: 032-803-001, STRATA LOT 172 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

173. PARCEL IDENTIFIER: 032-803-010, STRATA LOT 173 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

174. PARCEL IDENTIFIER: 032-803-028, STRATA LOT 174 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

175. PARCEL IDENTIFIER: 032-803-036, STRATA LOT 175 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

176. PARCEL IDENTIFIER: 032-803-044, STRATA LOT 176 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

177. PARCEL IDENTIFIER: 032-803-052, STRATA LOT 177 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

178. PARCEL IDENTIFIER: 032-803-061, STRATA LOT 178 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

179. PARCEL IDENTIFIER: 032-803-079, STRATA LOT 179 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

180. PARCEL IDENTIFIER: 032-803-087, STRATA LOT 180 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

181. PARCEL IDENTIFIER: 032-803-095, STRATA LOT 181 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

182. PARCEL IDENTIFIER: 032-803-109, STRATA LOT 182 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

183. PARCEL IDENTIFIER: 032-803-117, STRATA LOT 183 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

184. PARCEL IDENTIFIER: 032-803-125, STRATA LOT 184 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

185. PARCEL IDENTIFIER: 032-803-133, STRATA LOT 185 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

186. PARCEL IDENTIFIER: 032-803-141, STRATA LOT 186 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

187. PARCEL IDENTIFIER: 032-803-150, STRATA LOT 187 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

188. PARCEL IDENTIFIER: 032-803-168, STRATA LOT 188 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

189. PARCEL IDENTIFIER: 032-803-176, STRATA LOT 189 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

190. PARCEL IDENTIFIER: 032-803-184, STRATA LOT 190 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

191. PARCEL IDENTIFIER: 032-803-192, STRATA LOT 191 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

192. PARCEL IDENTIFIER: 032-803-206, STRATA LOT 192 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

193. PARCEL IDENTIFIER: 032-803-214, STRATA LOT 193 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

194. PARCEL IDENTIFIER: 032-803-222, STRATA LOT 194 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

195. PARCEL IDENTIFIER: 032-803-231, STRATA LOT 195 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

196. PARCEL IDENTIFIER: 032-803-249, STRATA LOT 196 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

197. PARCEL IDENTIFIER: 032-803-257, STRATA LOT 197 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

198. PARCEL IDENTIFIER: 032-803-265, STRATA LOT 198 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

199. PARCEL IDENTIFIER: 032-803-273, STRATA LOT 199 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

200. PARCEL IDENTIFIER: 032-803-281, STRATA LOT 200 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

201. PARCEL IDENTIFIER: 032-803-290, STRATA LOT 201 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

202. PARCEL IDENTIFIER: 032-803-303, STRATA LOT 202 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

203. PARCEL IDENTIFIER: 032-803-311, STRATA LOT 203 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

204. PARCEL IDENTIFIER: 032-803-320, STRATA LOT 204 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

205. PARCEL IDENTIFIER: 032-803-338, STRATA LOT 205 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

206. PARCEL IDENTIFIER: 032-803-346, STRATA LOT 206 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

207. PARCEL IDENTIFIER: 032-803-354, STRATA LOT 207 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

208. PARCEL IDENTIFIER: 032-803-362, STRATA LOT 208 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

209. PARCEL IDENTIFIER: 032-803-371, STRATA LOT 209 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

210. PARCEL IDENTIFIER: 032-803-389, STRATA LOT 210 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

211. PARCEL IDENTIFIER: 032-803-397, STRATA LOT 211 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

212. PARCEL IDENTIFIER: 032-803-401, STRATA LOT 212 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

213. PARCEL IDENTIFIER: 032-803-419, STRATA LOT 213 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

214. PARCEL IDENTIFIER: 032-803-427, STRATA LOT 214 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

215. PARCEL IDENTIFIER: 032-803-435, STRATA LOT 215 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

216. PARCEL IDENTIFIER: 032-803-443, STRATA LOT 216 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

217. PARCEL IDENTIFIER: 032-803-451, STRATA LOT 217 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

218. PARCEL IDENTIFIER: 032-803-460, STRATA LOT 218 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

219. PARCEL IDENTIFIER: 032-803-478, STRATA LOT 219 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

220. PARCEL IDENTIFIER: 032-803-486, STRATA LOT 220 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

221. PARCEL IDENTIFIER: 032-803-494, STRATA LOT 221 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

222. PARCEL IDENTIFIER: 032-803-508, STRATA LOT 222 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

223. PARCEL IDENTIFIER: 032-803-516, STRATA LOT 223 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

224. PARCEL IDENTIFIER: 032-803-524, STRATA LOT 224 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

225. PARCEL IDENTIFIER: 032-803-532, STRATA LOT 225 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

226. PARCEL IDENTIFIER: 032-803-541, STRATA LOT 226 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

227. PARCEL IDENTIFIER: 032-803-559, STRATA LOT 227 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

228. PARCEL IDENTIFIER: 032-803-567, STRATA LOT 228 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

229. PARCEL IDENTIFIER: 032-803-575, STRATA LOT 229 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

230. PARCEL IDENTIFIER: 032-803-583, STRATA LOT 230 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

231. PARCEL IDENTIFIER: 032-803-591, STRATA LOT 231 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

232. PARCEL IDENTIFIER: 032-803-605, STRATA LOT 232 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

233. PARCEL IDENTIFIER: 032-803-613, STRATA LOT 233 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

234. PARCEL IDENTIFIER: 032-803-621, STRATA LOT 234 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

235. PARCEL IDENTIFIER: 032-803-630, STRATA LOT 235 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

236. PARCEL IDENTIFIER: 032-803-648, STRATA LOT 236 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

237. PARCEL IDENTIFIER: 032-803-656, STRATA LOT 237 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

238. PARCEL IDENTIFIER: 032-803-664, STRATA LOT 238 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

239. PARCEL IDENTIFIER: 032-803-672, STRATA LOT 239 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

240. PARCEL IDENTIFIER: 032-803-681, STRATA LOT 240 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

241. PARCEL IDENTIFIER: 032-803-699, STRATA LOT 241 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

242. PARCEL IDENTIFIER: 032-803-702, STRATA LOT 242 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

243. PARCEL IDENTIFIER: 032-803-711, STRATA LOT 243 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

244. PARCEL IDENTIFIER: 032-803-729, STRATA LOT 244 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

245. PARCEL IDENTIFIER: 032-803-737, STRATA LOT 245 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

246. PARCEL IDENTIFIER: 032-803-745, STRATA LOT 246 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

247. PARCEL IDENTIFIER: 032-803-753, STRATA LOT 247 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

248. PARCEL IDENTIFIER: 032-803-761, STRATA LOT 248 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

249. PARCEL IDENTIFIER: 032-803-770, STRATA LOT 249 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

250. PARCEL IDENTIFIER: 032-803-788, STRATA LOT 250 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

251. PARCEL IDENTIFIER: 032-803-796, STRATA LOT 251 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

252. PARCEL IDENTIFIER: 032-803-800, STRATA LOT 252 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

253. PARCEL IDENTIFIER: 032-803-818, STRATA LOT 253 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

254. PARCEL IDENTIFIER: 032-803-826, STRATA LOT 254 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

255. PARCEL IDENTIFIER: 032-803-834, STRATA LOT 255 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

256. PARCEL IDENTIFIER: 032-803-842, STRATA LOT 256 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

257. PARCEL IDENTIFIER: 032-803-851, STRATA LOT 257 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

258. PARCEL IDENTIFIER: 032-803-869, STRATA LOT 258 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

259. PARCEL IDENTIFIER: 032-803-877, STRATA LOT 259 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

260. PARCEL IDENTIFIER: 032-803-885, STRATA LOT 260 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

261. PARCEL IDENTIFIER: 032-803-893, STRATA LOT 261 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

262. PARCEL IDENTIFIER: 032-803-907, STRATA LOT 262 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

263. PARCEL IDENTIFIER: 032-803-915, STRATA LOT 263 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

264. PARCEL IDENTIFIER: 032-803-923, STRATA LOT 264 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

265. PARCEL IDENTIFIER: 032-803-931, STRATA LOT 265 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

266. PARCEL IDENTIFIER: 032-803-940, STRATA LOT 266 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

267. PARCEL IDENTIFIER: 032-803-958, STRATA LOT 267 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

268. PARCEL IDENTIFIER: 032-803-966, STRATA LOT 268 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

269. PARCEL IDENTIFIER: 032-803-974, STRATA LOT 269 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

270. PARCEL IDENTIFIER: 032-803-982, STRATA LOT 270 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

271. PARCEL IDENTIFIER: 032-803-991, STRATA LOT 271 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

272. PARCEL IDENTIFIER: 032-804-008, STRATA LOT 272 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

273. PARCEL IDENTIFIER: 032-804-016, STRATA LOT 273 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

274. PARCEL IDENTIFIER: 032-804-024, STRATA LOT 274 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

275. PARCEL IDENTIFIER: 032-804-032, STRATA LOT 275 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

276. PARCEL IDENTIFIER: 032-804-041, STRATA LOT 276 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

277. PARCEL IDENTIFIER: 032-804-059, STRATA LOT 277 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

278. PARCEL IDENTIFIER: 032-804-067, STRATA LOT 278 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

279. PARCEL IDENTIFIER: 032-804-075, STRATA LOT 279 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

280. PARCEL IDENTIFIER: 032-804-083, STRATA LOT 280 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

281. PARCEL IDENTIFIER: 032-804-091, STRATA LOT 281 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

282. PARCEL IDENTIFIER: 032-804-105, STRATA LOT 282 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

283. PARCEL IDENTIFIER: 032-804-113, STRATA LOT 283 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

284. PARCEL IDENTIFIER: 032-804-121, STRATA LOT 284 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

285. PARCEL IDENTIFIER: 032-804-130, STRATA LOT 285 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

286. PARCEL IDENTIFIER: 032-804-148, STRATA LOT 286 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

287. PARCEL IDENTIFIER: 032-804-156, STRATA LOT 287 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

288. PARCEL IDENTIFIER: 032-804-164, STRATA LOT 288 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

289. PARCEL IDENTIFIER: 032-804-172, STRATA LOT 289 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

290. PARCEL IDENTIFIER: 032-804-181, STRATA LOT 290 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

291. PARCEL IDENTIFIER: 032-804-199, STRATA LOT 291 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

292. PARCEL IDENTIFIER: 032-804-202, STRATA LOT 292 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

293. PARCEL IDENTIFIER: 032-804-211, STRATA LOT 293 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

294. PARCEL IDENTIFIER: 032-804-229, STRATA LOT 294 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

295. PARCEL IDENTIFIER: 032-804-237, STRATA LOT 295 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

296. PARCEL IDENTIFIER: 032-804-245, STRATA LOT 296 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

297. PARCEL IDENTIFIER: 032-804-253, STRATA LOT 297 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

298. PARCEL IDENTIFIER: 032-804-261, STRATA LOT 298 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

299. PARCEL IDENTIFIER: 032-804-270, STRATA LOT 299 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

300. PARCEL IDENTIFIER: 032-804-288, STRATA LOT 300 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

301. PARCEL IDENTIFIER: 032-804-296, STRATA LOT 301 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

302. PARCEL IDENTIFIER: 032-804-300, STRATA LOT 302 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

303. PARCEL IDENTIFIER: 032-804-318, STRATA LOT 303 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

304. PARCEL IDENTIFIER: 032-804-326, STRATA LOT 304 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

305. PARCEL IDENTIFIER: 032-804-334, STRATA LOT 305 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

306. PARCEL IDENTIFIER: 032-804-342, STRATA LOT 306 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

307. PARCEL IDENTIFIER: 032-804-351, STRATA LOT 307 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH

AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

308. PARCEL IDENTIFIER: 032-804-369, STRATA LOT 308 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

309. PARCEL IDENTIFIER: 032-804-377, STRATA LOT 309 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

310. PARCEL IDENTIFIER: 032-804-385, STRATA LOT 310 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

311. PARCEL IDENTIFIER: 032-804-393, STRATA LOT 311 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

312. PARCEL IDENTIFIER: 032-804-407, STRATA LOT 312 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

313. PARCEL IDENTIFIER: 032-804-415, STRATA LOT 313 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

314. PARCEL IDENTIFIER: 032-804-423, STRATA LOT 314 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

315. PARCEL IDENTIFIER: 032-804-431, STRATA LOT 315 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

316. PARCEL IDENTIFIER: 032-804-440, STRATA LOT 316 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH

AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

317. PARCEL IDENTIFIER: 032-804-458, STRATA LOT 317 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

318. PARCEL IDENTIFIER: 032-804-466, STRATA LOT 318 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

319. PARCEL IDENTIFIER: 032-804-474, STRATA LOT 319 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

320. PARCEL IDENTIFIER: 032-804-482, STRATA LOT 320 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

321. PARCEL IDENTIFIER: 032-804-491, STRATA LOT 321 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

322. PARCEL IDENTIFIER: 032-804-504, STRATA LOT 322 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

323. PARCEL IDENTIFIER: 032-804-512, STRATA LOT 323 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

324. PARCEL IDENTIFIER: 032-804-521, STRATA LOT 324 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

325. PARCEL IDENTIFIER: 032-804-539, STRATA LOT 325 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH

AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

326. PARCEL IDENTIFIER: 032-804-547, STRATA LOT 326 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

327. PARCEL IDENTIFIER: 032-804-555, STRATA LOT 327 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

328. PARCEL IDENTIFIER: 032-804-563, STRATA LOT 328 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

329. PARCEL IDENTIFIER: 032-804-571, STRATA LOT 329 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**<u>Schedule "C" – Form of Monitor's Certificate</u>**

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**

**<u>MONITOR'S CERTIFICATE</u>**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Masuhara of the Supreme Court of British Columbia (the "**Court**") dated January 8, 2025 (as amended and restated on January 16, 2025, April 16, 2025, and December 19, 2025, and as may be further amended or amended and restated from time to time, the "**Initial Order**"), KSV Restructuring Inc. was appointed as the monitor (in such capacity, the "**Monitor**") of Beta View Homes Ltd., Lumina Eclipse GP Ltd., Lumina Eclipse Limited Partnership and D-Thind Development Beta Ltd.

B. Pursuant to an Order dated April 8, 2026 (as amended or amended and restated from time to time, the "**Approval and Vesting Order**"), the Court, among other things: (i) authorized the Monitor to sell, pursuant to the Sale Agreement dated [DATE] with [NAME(S) OF PURCHASER] (the "**Purchaser**"), the Purchased Unit, as designated and described in the Sale

Agreement; and (ii) provided for the vesting in the Purchaser of all of Lumina Eclipse Limited Partnership's and Beta View Homes Ltd.'s right, title and interest in and to the Purchased Unit.

C. The vesting of Lumina Eclipse Limited Partnership's and Beta View Homes Ltd.'s right, title and interest in and to the Purchased Unit is to be effective upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the name of the Purchaser to which title is to be vested; (ii) the legal description of the Purchased Unit to be vested; (iii) the payment by the Purchaser of the Purchase Price for the Purchased Unit; and (iv) the transaction has been completed to the satisfaction of the Monitor.

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

**THE MONITOR CERTIFIES** the following:

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

   ______________ [DATE].

**KSV RESTRUCTURING INC.**, solely in its capacity as the Court-appointed monitor of Lumina Eclipse Limited Partnership, Beta View Homes Ltd., Lumina Eclipse GP Ltd. and D-Thind Development Beta Ltd., and not in its personal, corporate or any other capacity

Per: ______________________________

Name:

Title:

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

| Column 1<br>Legal Description | Column 2<br>Claims to be Deleted/Expunged From Title | Column 3<br>Permitted Encumbrances, Easements and Restrictive Covenants |
|---|---|---|
| PARCEL IDENTIFIER: 032-801-297, STRATA LOT 1 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-301, STRATA LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-319, STRATA LOT 3 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-327, STRATA LOT 4 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-335, STRATA LOT 5 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN | See Exhibit "A" | See Exhibit "B" |

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| EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-801-343, STRATA LOT 6 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-351, STRATA LOT 7 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-360, STRATA LOT 8 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-378, STRATA LOT 9 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-386, STRATA LOT 10 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-801-394, STRATA LOT 11 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-408, STRATA LOT 12 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-416, STRATA LOT 13 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-424, STRATA LOT 14 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-432, STRATA LOT 15 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-441, STRATA LOT 16 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-801-459, STRATA LOT 17 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-467, STRATA LOT 18 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-475, STRATA LOT 19 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-483, STRATA LOT 20 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-491, STRATA LOT 21 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-505, STRATA LOT 22 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-801-513, STRATA LOT 23 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-521, STRATA LOT 24 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-530, STRATA LOT 25 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-548, STRATA LOT 26 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-556, STRATA LOT 27 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-564, STRATA LOT 28 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-801-572, STRATA LOT 29 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-581, STRATA LOT 30 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-599, STRATA LOT 31 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-602, STRATA LOT 32 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-611, STRATA LOT 33 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-801-629, STRATA LOT 34 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-637, STRATA LOT 35 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-645, STRATA LOT 36 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-653, STRATA LOT 37 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-661, STRATA LOT 38 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-801-670, STRATA LOT 39 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-688, STRATA LOT 40 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-696, STRATA LOT 41 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-700, STRATA LOT 42 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-718, STRATA LOT 43 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-726, STRATA LOT 44 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-801-734, STRATA LOT 45 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-742, STRATA LOT 46 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-751, STRATA LOT 47 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-769, STRATA LOT 48 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-777, STRATA LOT 49 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-785, STRATA LOT 50 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-801-793, STRATA LOT 51 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-807, STRATA LOT 52 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-815, STRATA LOT 53 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-823, STRATA LOT 54 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-831, STRATA LOT 55 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-840, STRATA LOT 56 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-801-858, STRATA LOT 57 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-801-866, STRATA LOT 58 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-801-874, STRATA LOT 59 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-801-882, STRATA LOT 60 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-801-891, STRATA LOT 61 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |

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| PARCEL IDENTIFIER: 032-801-904, STRATA LOT 62 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-912, STRATA LOT 63 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-921, STRATA LOT 64 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-939, STRATA LOT 65 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-947, STRATA LOT 66 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-955, STRATA LOT 67 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-801-963, STRATA LOT 68 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-971, STRATA LOT 69 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-980, STRATA LOT 70 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-801-998, STRATA LOT 71 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-005, STRATA LOT 72 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-013, STRATA LOT 73 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-021, STRATA LOT 74 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-030, STRATA LOT 75 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-048, STRATA LOT 76 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-056, STRATA LOT 77 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-064, STRATA LOT 78 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-072, STRATA LOT 79 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-081, STRATA LOT 80 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-099, STRATA LOT 81 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-102, STRATA LOT 82 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-111, STRATA LOT 83 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-129, STRATA LOT 84 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-802-137, STRATA LOT 85 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-145, STRATA LOT 86 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-153, STRATA LOT 87 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-161, STRATA LOT 88 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-170, STRATA LOT 89 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-188, STRATA LOT 90 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-196, STRATA LOT 91 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-200, STRATA LOT 92 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-218, STRATA LOT 93 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-226, STRATA LOT 94 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-234, STRATA LOT 95 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-242, STRATA LOT 96 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-251, STRATA LOT 97 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-269, STRATA LOT 98 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-277, STRATA LOT 99 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-285, STRATA LOT 100 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-293, STRATA LOT 101 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-307, STRATA LOT 102 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-315, STRATA LOT 103 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-802-323, STRATA LOT 104 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-802-331, STRATA LOT 105 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-802-340, STRATA LOT 106 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-802-358, STRATA LOT 107 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |

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| PARCEL IDENTIFIER: 032-802-366, STRATA LOT 108 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-374, STRATA LOT 109 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-382, STRATA LOT 110 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-391, STRATA LOT 111 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-404, STRATA LOT 112 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-412, STRATA LOT 113 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-421, STRATA LOT 114 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-439, STRATA LOT 115 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-447, STRATA LOT 116 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-455, STRATA LOT 117 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-463, STRATA LOT 118 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-471, STRATA LOT 119 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-480, STRATA LOT 120 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-498, STRATA LOT 121 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-501, STRATA LOT 122 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-510, STRATA LOT 123 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-528, STRATA LOT 124 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-536, STRATA LOT 125 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-544, STRATA LOT 126 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-552, STRATA LOT 127 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-561, STRATA LOT 128 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-579, STRATA LOT 129 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-587, STRATA LOT 130 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-802-595, STRATA LOT 131 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-609, STRATA LOT 132 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-617, STRATA LOT 133 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-625, STRATA LOT 134 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-633, STRATA LOT 135 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-641, STRATA LOT 136 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-650, STRATA LOT 137 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-668, STRATA LOT 138 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-676, STRATA LOT 139 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-684, STRATA LOT 140 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-692, STRATA LOT 141 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-706, STRATA LOT 142 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-714, STRATA LOT 143 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-722, STRATA LOT 144 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-731, STRATA LOT 145 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-749, STRATA LOT 146 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-757, STRATA LOT 147 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-765, STRATA LOT 148 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-773, STRATA LOT 149 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-781, STRATA LOT 150 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-790, STRATA LOT 151 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-803, STRATA LOT 152 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-811, STRATA LOT 153 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-802-820, STRATA LOT 154 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-838, STRATA LOT 155 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-846, STRATA LOT 156 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-854, STRATA LOT 157 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-862, STRATA LOT 158 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-871, STRATA LOT 159 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-889, STRATA LOT 160 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-897, STRATA LOT 161 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-901, STRATA LOT 162 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-919, STRATA LOT 163 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-927, STRATA LOT 164 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-935, STRATA LOT 165 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-802-943, STRATA LOT 166 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-951, STRATA LOT 167 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-960, STRATA LOT 168 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-978, STRATA LOT 169 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-986, STRATA LOT 170 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-802-994, STRATA LOT 171 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-001, STRATA LOT 172 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-010, STRATA LOT 173 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-028, STRATA LOT 174 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-036, STRATA LOT 175 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-044, STRATA LOT 176 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-803-052, STRATA LOT 177 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-061, STRATA LOT 178 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-079, STRATA LOT 179 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-087, STRATA LOT 180 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-095, STRATA LOT 181 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-109, STRATA LOT 182 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-117, STRATA LOT 183 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-125, STRATA LOT 184 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-133, STRATA LOT 185 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-141, STRATA LOT 186 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-150, STRATA LOT 187 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-168, STRATA LOT 188 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-176, STRATA LOT 189 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-184, STRATA LOT 190 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-192, STRATA LOT 191 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-206, STRATA LOT 192 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-214, STRATA LOT 193 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-222, STRATA LOT 194 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-231, STRATA LOT 195 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-249, STRATA LOT 196 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-257, STRATA LOT 197 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-265, STRATA LOT 198 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-273, STRATA LOT 199 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-803-281, STRATA LOT 200 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-290, STRATA LOT 201 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-303, STRATA LOT 202 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-311, STRATA LOT 203 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-320, STRATA LOT 204 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-338, STRATA LOT 205 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-346, STRATA LOT 206 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-354, STRATA LOT 207 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-362, STRATA LOT 208 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-371, STRATA LOT 209 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-389, STRATA LOT 210 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-397, STRATA LOT 211 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-401, STRATA LOT 212 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-419, STRATA LOT 213 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-427, STRATA LOT 214 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-435, STRATA LOT 215 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-443, STRATA LOT 216 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-451, STRATA LOT 217 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-460, STRATA LOT 218 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-478, STRATA LOT 219 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-486, STRATA LOT 220 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-494, STRATA LOT 221 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-508, STRATA LOT 222 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-803-516, STRATA LOT 223 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-524, STRATA LOT 224 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-532, STRATA LOT 225 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-541, STRATA LOT 226 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-559, STRATA LOT 227 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-567, STRATA LOT 228 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-575, STRATA LOT 229 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-583, STRATA LOT 230 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-591, STRATA LOT 231 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-605, STRATA LOT 232 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-613, STRATA LOT 233 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-621, STRATA LOT 234 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-630, STRATA LOT 235 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-648, STRATA LOT 236 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-656, STRATA LOT 237 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-664, STRATA LOT 238 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-672, STRATA LOT 239 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-681, STRATA LOT 240 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-699, STRATA LOT 241 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-803-702, STRATA LOT 242 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-803-711, STRATA LOT 243 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-803-729, STRATA LOT 244 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-803-737, STRATA LOT 245 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |

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| PARCEL IDENTIFIER: 032-803-745, STRATA LOT 246 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-753, STRATA LOT 247 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-761, STRATA LOT 248 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-770, STRATA LOT 249 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-788, STRATA LOT 250 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-796, STRATA LOT 251 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-800, STRATA LOT 252 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-818, STRATA LOT 253 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-826, STRATA LOT 254 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-834, STRATA LOT 255 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-842, STRATA LOT 256 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-851, STRATA LOT 257 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-869, STRATA LOT 258 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-877, STRATA LOT 259 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-885, STRATA LOT 260 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-893, STRATA LOT 261 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-907, STRATA LOT 262 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-915, STRATA LOT 263 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-803-923, STRATA LOT 264 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-931, STRATA LOT 265 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-940, STRATA LOT 266 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-958, STRATA LOT 267 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-966, STRATA LOT 268 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-803-974, STRATA LOT 269 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-982, STRATA LOT 270 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-803-991, STRATA LOT 271 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-008, STRATA LOT 272 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-016, STRATA LOT 273 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-024, STRATA LOT 274 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-804-032, STRATA LOT 275 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-041, STRATA LOT 276 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-059, STRATA LOT 277 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-067, STRATA LOT 278 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-075, STRATA LOT 279 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-083, STRATA LOT 280 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-804-091, STRATA LOT 281 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-105, STRATA LOT 282 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-113, STRATA LOT 283 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-121, STRATA LOT 284 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-130, STRATA LOT 285 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-148, STRATA LOT 286 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-804-156, STRATA LOT 287 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-164, STRATA LOT 288 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-172, STRATA LOT 289 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-181, STRATA LOT 290 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-199, STRATA LOT 291 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-804-202, STRATA LOT 292 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-211, STRATA LOT 293 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-229, STRATA LOT 294 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-237, STRATA LOT 295 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-245, STRATA LOT 296 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-253, STRATA LOT 297 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-804-261, STRATA LOT 298 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-804-270, STRATA LOT 299 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-804-288, STRATA LOT 300 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-804-296, STRATA LOT 301 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-804-300, STRATA LOT 302 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit “A” | See Exhibit “B” |
| PARCEL IDENTIFIER: 032-804-318, STRATA LOT 303 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit “A” | See Exhibit “B” |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-804-326, STRATA LOT 304 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-334, STRATA LOT 305 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-342, STRATA LOT 306 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-351, STRATA LOT 307 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-369, STRATA LOT 308 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-377, STRATA LOT 309 DISTRICT LOT 124 GROUP 1 NEW | See Exhibit "A" | See Exhibit "B" |

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| WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-804-385, STRATA LOT 310 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-393, STRATA LOT 311 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-407, STRATA LOT 312 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-415, STRATA LOT 313 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-423, STRATA LOT 314 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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| PARCEL IDENTIFIER: 032-804-431, STRATA LOT 315 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-440, STRATA LOT 316 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-458, STRATA LOT 317 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-466, STRATA LOT 318 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-474, STRATA LOT 319 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-482, STRATA LOT 320 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT | See Exhibit "A" | See Exhibit "B" |

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|---|---|---|
| OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-804-491, STRATA LOT 321 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-504, STRATA LOT 322 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-512, STRATA LOT 323 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-521, STRATA LOT 324 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-539, STRATA LOT 325 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-547, STRATA LOT 326 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST | See Exhibit "A" | See Exhibit "B" |

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| IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | | |
| PARCEL IDENTIFIER: 032-804-555, STRATA LOT 327 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-563, STRATA LOT 328 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |
| PARCEL IDENTIFIER: 032-804-571, STRATA LOT 329 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS12234 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | See Exhibit "A" | See Exhibit "B" |

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

| REGISTERED OWNER(S) | NATURE OF INTEREST(S) | REGISTRATION NUMBER |
|---|---|---|
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | MORTGAGE | CA9151198 |
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | ASSIGNMENT OF RENTS | CA9151199 |
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | MORTGAGE | CA9151200 |
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | ASSIGNMENT OF RENTS | CA9151201 |
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | MORTGAGE | CA9469147 |
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | ASSIGNMENT OF RENTS | CA9469148 |
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | MORTGAGE | CA9774693 |
| WESTMOUNT WEST SERVICES INC. (Inc. No. BC1195001) | MORTGAGE | CB9317 |
| WESTMOUNT WEST SERVICES INC. (Inc. No. BC1195001) | ASSIGNMENT OF RENTS | CB9318 |
| | PRIORITY AGREEMENT | CB9727 |
| | PRIORITY AGREEMENT | CB9728 |
| | PRIORITY AGREEMENT | CB9729 |
| | PRIORITY AGREEMENT | CB9730 |
| | PRIORITY AGREEMENT | CB9731 |
| | PRIORITY AGREEMENT | CB9732 |
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | MORTGAGE | CB685881 |
| | PRIORITY AGREEMENT | CB686164 |
| | PRIORITY AGREEMENT | CB686167 |
| | PRIORITY AGREEMENT | CB686168 |
| | PRIORITY AGREEMENT | CB686169 |

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|---|---|---|
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | MORTGAGE | CB1229020 |
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | ASSIGNMENT OF RENTS | CB1229021 |
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | MORTGAGE | CB1229026 |
| | PRIORITY AGREEMENT | CB1229596 |
| | PRIORITY AGREEMENT | CB1229597 |
| | PRIORITY AGREEMENT | CB1229598 |
| | PRIORITY AGREEMENT | CB1229599 |
| | PRIORITY AGREEMENT | CB1229600 |
| | PRIORITY AGREEMENT | CB1229601 |
| | PRIORITY AGREEMENT | CB1229602 |
| | PRIORITY AGREEMENT | CB1229603 |
| | PRIORITY AGREEMENT | CB1230794 |
| | PRIORITY AGREEMENT | CB1230795 |
| KINGSETT MORTGAGE CORPORATION (Inc. No. A0081500) | MORTGAGE | CB1524901 |
| | PRIORITY AGREEMENT | CB1525411 |
| | PRIORITY AGREEMENT | CB1525412 |
| | PRIORITY AGREEMENT | CB1525439 |
| COAST CAPITAL SAVINGS FEDERAL CREDIT UNION | MORTGAGE | CB1652776 |
| COAST CAPITAL SAVINGS FEDERAL CREDIT UNION | ASSIGNMENT OF RENTS | CB1652777 |
| 1076737 B.C. LTD. (Inc. No. BC1076737) | MORTGAGE | CB1831532 |
| 1076737 B.C. LTD. (Inc. No. BC1076737) | ASSIGNMENT OF RENTS | CB1831533 |
| | PRIORITY AGREEMENT | CB2689298 |
| | PRIORITY AGREEMENT | CB2689299 |
| | PRIORITY AGREEMENT | CB2689300 |
| | PRIORITY AGREEMENT | CB2689301 |
| | PRIORITY AGREEMENT | CB2689303 |

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| | PRIORITY AGREEMENT | CB2689304 |
| | PRIORITY AGREEMENT | CB2689305 |
| | PRIORITY AGREEMENT | CB2689306 |
| | PRIORITY AGREEMENT | CB2689308 |
| | PRIORITY AGREEMENT | CB2689309 |
| | PRIORITY AGREEMENT | CB2689310 |
| | PRIORITY AGREEMENT | CB2689311 |

## Exhibit "B" – Permitted Encumbrances, Easements and Restrictive Covenants Related to the Lands

**Non-Financial Encumbrances**

1. STATUTORY RIGHT OF WAY BY7530;
2. STATUTORY RIGHT OF WAY BY43815;
3. STATUTORY RIGHT OF WAY BY50530;
4. EASEMENT CA4517693;
5. UNDERSURFACE AND OTHER EXC & RES BB4100290;
6. COVENANT CA6087252;
7. COVENANT CA6087255;
8. COVENANT CA6087263;
9. COVENANT CA6087269;
10. COVENANT CA6087271;
11. COVENANT CA6087285;
12. COVENANT CA6087287;
13. COVENANT CA6087289;
14. COVENANT CA8624103;
15. COVENANT CA8624133;
16. COVENANT CA8624148;
17. EASEMENT CA8624151;
18. COVENANT CA9083913;
19. COVENANT CB2689297;
20. COVENANT CB2689302; and
21. STATUTORY RIGHT OF WAY CB2689307.

**Legal Notations**

1. EASEMENT CA8624136;
2. EASEMENT CA8624139;
3. EASEMENT CA8624142; and
4. EASEMENT CA8624145.

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**

**<u>ORDER MADE AFTER APPLICATION</u>**

**APPROVAL AND VESTING ORDER**

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

Tel No.: (604) 891-7500

# APPENDIX D

## [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:**

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**BETA VIEW HOMES LTD.**

**LUMINA ECLIPSE GP LTD.**

**and**

**D-THIND DEVELOPMENT BETA LTD.**

**RESPONDENTS**

**ORDER MADE AFTER APPLICATION**

**DISTRIBUTION ORDER**

| | | |
|---|---|---|
| BEFORE THE HONOURABLE | ) | |
| | ) | 08/April/2026 |
| JUSTICE MASUHARA | ) | |

**ON THE APPLICATION** of KSV Restructuring Inc., in its capacity as Court-appointed Monitor (in such capacity, the "**Monitor**") of Lumina Eclipse Limited Partnership, Beta View Homes Ltd., Lumina Eclipse GP Ltd. and D-Thind Development Beta Ltd. (collectively, the "**Debtors**"), coming on for hearing at Vancouver, British Columbia on the 8th day of April, 2026; **AND ON HEARING** Andrew Froh and Joshua Foster, counsel for the Monitor, and those other counsel listed on Schedule "A" hereto; **AND UPON READING** the Third Amended and Restated Initial Order of this Court dated December 19, 2025 (as may be amended or amended and restated from time to time, the "**Initial Order**"), the Amended Sale Process Order of this Court dated October 17, 2025 (as may be amended or amended and restated from time to time, the "**Sale Process**

**Order**"), the Approval and Vesting Order of this Court dated as of the date hereof (as may be amended or amended and restated from time to time, the "**AVO**"), and the materials filed, including the Sixth Report of the Monitor dated March 30, 2026 (the "**Sixth Report**");

**THIS COURT ORDERS AND DECLARES THAT:**

**NOTICE & DEFINITIONS**

1. Capitalized terms used but not otherwise defined in this Order have the meaning given to them in the Sixth Report, the Initial Order, the Sale Process Order or the AVO, as applicable.

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

**APPROVAL OF DISTRIBUTIONS**

3. Subject to 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, including, without limitation, the Monitor's fees and the fees of its counsel, the Monitor and its counsel and other agents are hereby authorized and directed 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**" and each, a "**Distribution**"), as applicable, from the purchase price paid for each Purchased Unit approved pursuant to the AVO, 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 (collectively, the "**Available Proceeds**") as follows:

   (a) to the Canada Revenue Agency in respect of any GST required to be paid by the Monitor in connection with the closing of each Purchased Unit;

   (b) to such parties as are applicable in respect of any administration fees, property tax arrears, strata fees and/or special levies (subject to sections 108 and 109 of the *Strata Property Act* (British Columbia)), and such other customary disbursements for a transaction of a similar nature, in each case, in connection with the closing of each Purchased Unit;

   (c) to the Sales Agent in respect of the commission and other fees payable pursuant to the Marketing Agreement in connection with each Purchased Unit, and any GST thereon;

   (d) to either Former Sales Agent, if and as applicable, and/or any cooperating brokerage in respect of the commission payable in connection with each Purchased Unit and any GST thereon, provided that, in each case, the Monitor has received such information, documentation or declaration as the Monitor considers necessary or appropriate to confirm the commission payable in connection with such Purchased Unit; and

(e) to the extent of the Available Proceeds following the satisfaction of the amounts set out in paragraphs 3(a)-(d) of this Order:

(i) first, to KingSett Mortgage Corporation up to the full amount of the Interim Financing Obligations;

(ii) second, to KingSett Mortgage Corporation in respect of the Loan Obligations (as defined in the Express Mortgage Terms executed by Beta View Homes Ltd. on March 14, 2024) secured by, among other things, the mortgage granted by Beta View Homes Ltd. in favour of KingSett Mortgage Corporation registered in the New Westminster Land Title Office under registration number CB1229026 (the "**KingSett First Mortgage**"), up to the maximum principal amount of $124,000,000, plus all interest, costs and expenses secured by such KingSett First Mortgage, as confirmed in the order for judgment made in these proceedings on December 19, 2025 in favour of KingSett Mortgage Corporation (the "**KingSett Judgment Order**");

(iii) third, to Westmount West Services Inc. and/or Aviva Insurance Company of Canada, as the case may be, up to the full amount of the Indebtedness (as defined in the Equitable Mortgage and Estoppel Agreement dated May 20, 2022, among Beta View Homes Ltd., Lumina Eclipse Limited Partnership and Westmount West Services Inc. (the "**Mortgage and Estoppel Agreement**")), including, without limitation, the indebtedness, liabilities and obligations arising under or in connection with the New Home Warranty Insurance, secured by, among other things, the mortgage granted by Beta View Homes Ltd. in favour of Westmount West Services Inc. registered in the New Westminster Land Title Office under registration number CB9317; and

(iv) fourth and subject to such further holdbacks as the Monitor and Westmount West Services Inc., each acting reasonably, consider necessary or appropriate to satisfy the Indebtedness (as defined in the Mortgage and Estoppel Agreement) estimated to arise in connection with any known but unresolved dispute concerning one or more Purchased Units the Monitor is advised of by Westmount West Services Inc., to KingSett Mortgage Corporation in respect of the Loan Indebtedness (as defined in the Express Mortgage Terms executed by Beta View Homes Ltd. on August 7, 2024) secured by, among other things, the mortgage granted by Beta View Homes Ltd. in favour of KingSett Mortgage Corporation registered in the New Westminster Land Title Office under registration number CB1524901 (the "**KingSett Second Mortgage**"), up to the maximum principal amount of $70,000,000, plus all interest, costs and expenses secured by such KingSett Second Mortgage, as confirmed in the KingSett Judgment Order.

4. The Monitor, its counsel and other agents are hereby authorized to take all reasonably necessary steps and actions to effect each of the Distributions in accordance with, and subject to, the terms of this Order.

5. Notwithstanding:

(a) these proceedings;

(b) any applications for a bankruptcy or receivership order in respect of the Debtors (or any of them) now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* (Canada) or other applicable legislation and any bankruptcy or receivership order issued pursuant to any such applications;

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

(d) any provision of any federal or provincial legislation,

each of the Distributions shall be made free and clear of all Claims and Encumbrances, including, without limitation, the Charges and any Lien Charge, shall be final and irreversible and shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors (or any of them) and shall not be void or voidable by creditors of the Debtors (or any of them), nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. The Monitor and any other person facilitating the Distributions pursuant to this Order shall be entitled to deduct and withhold from any Distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

7. The Distributions shall not constitute a "distribution" and the Monitor shall not constitute a "legal representative", "responsible representative" or "representative" of the Debtors (or any of them) or "other person" for the purposes of section 20 of the of the *Corporation Capital Tax Act* (British Columbia), section 23 of the *Canada Pension Plan Act* (Canada), sections 159, 227.1 and 227(5) of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), sections 46 and 86 of the *Employment Insurance Act* (Canada), section 97.39 of the *Customs Act* (Canada), or any other similar applicable federal, provincial or territorial tax legislation (collectively, the "**Statutes**"). Without limiting the generality of the foregoing, in making the Distributions in accordance with this Order, the Monitor is not "distributing", nor shall it be considered to have "distributed", funds or assets for the purposes of the Statutes, and the Monitor shall not incur any liability under the Statutes in

respect of the Distributions or failing to withhold amounts, ordered or permitted hereunder, and shall not have any liability for any of the Debtors' tax liabilities regardless of how or when such liabilities may have arisen, and is hereby forever released, remised and discharged from any claims against it under or pursuant to the Statutes or otherwise at law, arising in respect of or as a result of the Distributions made by it in accordance with this Order and any claims of this nature are hereby forever barred.

8. In performing its duties and obligations under this Order, including, without limitation, making any Distribution, and taking such other actions and fulfilling such other duties or obligations incidental thereto, the Monitor shall: (i) have all of the protections afforded to it by the *Companies' Creditors Arrangement Act* (Canada), the Initial Order and any other Orders of the Court in these proceedings, or as an officer of the Court, including the stay of proceedings in its favour pursuant to the Initial Order; (ii) incur no liability or obligation other than in respect of gross negligence or wilful misconduct; (iii) be entitled to rely on the books and records of the Debtors or any of them and any information provided by the Debtors or any of them or any Purchaser, all without independent investigation; and (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any Purchaser, except to the extent that the Monitor has acted with gross negligence or wilful misconduct.

**ACTIVITY APPROVAL**

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

**GENERAL**

10. The Monitor may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.

11. **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.

12. 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

J.

BY THE COURT

REGISTRAR

CHECKED

## Schedule "A" – List of Counsel

| Name | Party |
|---|---|
| Andrew Froh and Joshua Foster | KSV Restructuring Inc. |
| Mary Buttery, K.C. and Lucas Hodgson | KingSett Mortgage Corporation |
| James Un | Chung Hei Wong, Liping Ding, and Wai Thing Nicole Wong |
| Bryan Gibbons | Westmount West Services Inc. |
| Daniel Yavenbaum and Bryan Baynham | Various Presale Purchasers |
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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.**

**LUMINA ECLIPSE GP LTD.**

**and**

**D-THIND DEVELOPMENT BETA LTD.**

**RESPONDENTS**

**ORDER MADE AFTER APPLICATION**

**DISTRIBUTION ORDER**

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

Tel No.: (604) 891-7500

# APPENDIX E

## [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, AS AMENDED**

**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**

# FIFTH REPORT OF KSV RESTRUCTURING INC. AS MONITOR

**December 8, 2025**

## Contents Page

| **Appendix** | **Tab** |
| --- | --- |

## 1.0 Introduction

1. Pursuant to an initial order (the "**Initial Order**") pronounced by the Supreme Court of British Columbia (the "**Court**") on January 8, 2025 (the "**Filing Date**"), Lumina Eclipse Limited Partnership ("**Lumina LP**") and Beta View Homes Ltd. ("**Beta View**", and together with Lumina LP, the "**Initial Debtors**") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and KSV Restructuring Inc. ("**KSV**") was appointed as monitor of the Initial Debtors, with certain enhanced powers (in such capacity, the "**Monitor**").

2. These CCAA proceedings were initiated by KingSett Mortgage Corporation ("**KingSett**"), the Initial Debtors' largest secured lender, owed in excess of $189 million (the "**KingSett Indebtedness**"), as a result of KingSett's concerns regarding the Initial Debtors' financial mismanagement and operational failures. The Initial Order was sought to stabilize the Initial Debtors' operations and management, secure necessary interim financing, complete construction of the Initial Debtors' most valuable asset, a 34-story development known as "Lumina Eclipse" (the "**Eclipse Project**" or the "**Development**") located at 2381 Beta Ave, Burnaby, BC[1] (the "**Lands**"), and ensure the Pre-Sale Contracts (as defined below) related to the Eclipse Project can be closed as intended.

3. Pursuant to the Initial Order, the Court, among other things:

   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 terms of a non-revolving interim financing credit facility made available by KingSett (in such capacity, the "**Interim Lender**") in the amount of $18 million (the "**Interim Financing Facility**"), pursuant to the terms set out in the interim financing term sheet dated January 6, 2025 (the "**Interim Financing Term Sheet**");

   c) 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 pre-sale purchasers (the "**Pre-Sale Purchasers**") to rescind their pre-sale contracts with the Initial Debtors (the "**Pre-Sale Contracts**");

[1] Legal Description: LOT2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029; PID: 030-169-747.

d) granted certain enhanced powers and oversight to the Monitor (the "**Initial Enhanced Powers**"); and

e) granted the following charges on all of the Initial Debtors' Property (as defined in the Initial Order) other than the Exempt Lots (as defined below), in the following amounts and priority:

   i. first, a charge in the amount of $250,000 (the "**Administration Charge**") to secure the fees and disbursements of the Monitor and its legal counsel, Bennett Jones LLP ("**Bennett Jones**"); and

   ii. second, a charge up to the maximum principal amount of $700,000, plus interest, fees, and expenses thereon, in favour of the Interim Lender to secure advances made under the Interim Financing Facility (the "**Interim Lender's Charge**", together with the Administration Charge, the "**Charges**").

4. On January 16, 2025, on application by KingSett, the Court granted an amended and restated Initial Order (the "**ARIO**"), among other things:

   a) extending the Stay of Proceedings to and including April 16, 2025;

   b) adding Lumina Eclipse GP Ltd. ("**Lumina GP**"), Lumina LP's general partner, to these CCAA proceedings;

   c) increasing the maximum principal amount that can be borrowed under the Interim Financing Facility to $18 million and granting a corresponding increase in the Interim Lender's Charge;

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

   e) lifting the Stay of Proceedings with respect to 13 strata lots[2] (collectively, the "**Exempt Lots**") and authorizing the Initial Debtors and Lumina GP (collectively, the "**Developer**") to continue the sale and marketing of the Exempt Lots in the ordinary course of business; and

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[2] Municipal Addresses: (i) 2311 Beta Ave, Burnaby, BC – Units 3702, 3703, 3803; Parcel Identifiers: 031-256-449, 031-256-457, 031-256-503; and (ii) 2351 Beta Ave, Burnaby, BC – Units TH101, TH102, TH104, TH106, 2601, 2603, 2604, 2702, 2703, 2704; Parcel Identifiers: 031-256-538, 031-256-546, 031-256-562, 031-256-597,031-258-662, 031-258-689, 031-258-697, 031-258-719, 031-258-727, 031-258-735.

f) expanding the Initial Enhanced Powers (the "**Enhanced Powers**"),[3] authorizing the Monitor to:

   i. market, sell and/or dispose of the Property (as defined in the ARIO) in accordance with the ARIO or any subsequent order of the Court; and

   ii. perform or cause the Developer to perform such functions, duties, and obligations, and enter into agreements as the Monitor deems necessary for the restructuring, including, but not limited to, the sale of the Property (as defined in the ARIO), collection and distribution of Proceeds (as defined in the ARIO), and the continuation of the Developer's business and development projects.

5. On April 16, 2025, on application by the Monitor, the Court granted the following orders to facilitate the orderly completion of the Eclipse Project and the sale of the units therein that are not subject to Pre-Sale Contracts or that are subject to Pre-Sale Contracts but fail to close (collectively, the "**Units**" and each, a "**Unit**"):

   a) a second amended and restated Initial Order (the "**SARIO**"), a copy of which is attached as **Appendix "A"**, among other things:

      i. including D-Thind Development Beta Ltd. ("**D-Thind Beta**" and together with the Developer, the "**Debtors**") as a respondent in these proceedings and extending to it the benefits of the protections and authorizations provided under the SARIO;

      ii. including additional provisions to enhance the Monitor's access to the Property and Books and Records (each as defined in the SARIO); and

      iii. extending the Stay of Proceedings from April 16 to July 18, 2025;

[3] The Enhanced Powers and the Monitor's duties and obligations under the ARIO, the CCAA or applicable law do not extend to the Exempt Lots.

b) an order (the "**Sale Process Order**"), among other things:

i. authorizing and empowering the Monitor, for and on behalf of the Debtors, to enter into the letter agreement dated as of April 16, 2025 (the "**Rennie Agreement**"), among the Monitor, Rennie Marketing Systems, by its partners, Rennie Project Marketing Corporation and 541823 B.C. Ltd., and Rennie & Associates Realty Ltd. (collectively, "**Rennie**");

ii. approving a sale process (the "**Sale Process**") substantially as described in the Second Report of the Monitor dated April 8, 2025 (the "**Second Report**"); and

iii. subject to the filing of a disclosure statement amendment pursuant to REDMA, authorizing the Monitor and Rennie to carry out the Sale Process in accordance with its terms and the terms of the Sale Process Order; and

c) an order, among other things, sealing the Confidential Supplement to the Second Report dated April 8, 2025, pending the filing of a Monitor's certificate evidencing the closing of the unit transaction for the last Unit.

6. On June 27, 2025, the Monitor, in consultation with KingSett, sent a notice terminating Rennie's appointment in accordance with Section 8.2 of the Rennie Agreement. The Termination Date (as defined in the Rennie Agreement) was 30 days from the date of such notice, being July 27, 2025.

7. On July 15, 2025, on application by the Monitor, the Court granted an order (the "**Stay Extension Order**"), among other things, extending the Stay of Proceedings from July 18, 2025 to January 23, 2026. A copy of the Stay Extension Order is attached as **Appendix "B"**.

8. On October 17, 2025, on application by the Monitor, the Court granted 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 September 26, 2025 (the "**MLA Agreement**"), between the Monitor and McNeill, Lalonde and Associates Inc. ("**MLA**");

b) authorizing the Monitor to make the payments contemplated under the MLA Agreement when earned and payable in accordance with its terms and conditions;

c) approving the amended sale process (the "**Amended Sale Process**"), substantially as described in Section 5 of the Fourth Report of the Monitor dated September 30, 2025 (the "**Fourth Report**"); and

d) subject to the filing of a disclosure statement amendment pursuant to REDMA, authorizing the Monitor and MLA 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 for the Units arising from the Amended Sale Process that satisfy the Sale Conditions (as defined in the Fourth Report).

9. A copy of the Amended Sale Process Order is attached as **Appendix "C"**.

## 1.1 Purposes of this Fifth Report[4]

1. The purposes of this fifth report (this "**Fifth Report**") are to:

a) provide an update on the status of these CCAA proceedings;

b) provide an update on the Eclipse Project;

c) report on the Debtors' interim statement of receipts and disbursements for the period January 8 to November 30, 2025 (the "**Interim SRD**");

d) report on the Debtors' cash flow forecast for the period December 8, 2025 to August 2, 2026 (the "**Fourth Cash Flow Forecast**");

e) summarize the Monitor's activities since the Fourth Report; and

f) provide the Monitor's recommendations in respect of its application for the following relief:

i. an order (the "**Ancillary Order**"), among other things:

[4] All capitalized terms not defined in this section are defined in the sections below.

1. authorizing and directing the Monitor and the Debtors, and each of their respective contractors, subcontractors, employees, agents, servants, workmen, and permittees (collectively, the "**Authorized Personnel**") to, among other things: (i) enter over, on, in and under the Site Instruction attached as **Appendix "D"** (the "**Applicable Common Area**"), and conduct surveys, studies, tests and examinations, strictly for the purposes of carrying out all acts reasonably necessary to connect the fire alarm system to be installed on the Lands to the fire alarm system already existing on the lands (the "**Starling/Waterfall Lands**") located at 2311 and 2351 Beta Avenue, Burnaby, BC[5] (the "**Permitted Works**"), as was originally contemplated for the "Lumina Brentwood" development; and (ii) carry out, perform, construct, install, place, remove, repair, alter, or do all such acts, matters and things as may be reasonably necessary to complete the Permitted Works;

2. authorizing and directing: (i) the Monitor to incorporate, or cause the applicable Debtor to incorporate, as a subsidiary of one of Lumina LP, Beta View or Lumina GP, a company (the "**Parking Tenant**") under the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCA**"), and to the extent required, permitting a representative of the Monitor (the "**Monitor's Representative**") to act as the Parking Tenant's sole director; and (ii) the Monitor and the Monitor's Representative, as applicable, to cause the applicable Debtor(s) and the Parking Tenant to execute a parking and storage lease agreement (the "**Parking & Storage Lease**"), and to perform their respective obligations thereunder;

3. authorizing the Monitor to complete and file, or cause the applicable Debtor to complete and file, a strata plan (the "**Strata Plan**") for the Development to subdivide the Lands into strata lots (collectively, the "**Strata Lots**") and common property with the Land Title Office for the Land Title District of New Westminster (the "**Land Title Office**"); and

4. approving the activities of the Monitor, as set out in the Fourth Report and this Fifth Report;

[5] Legal Description: Strata Lots 1 – 510 District Lot 124 Group 1 New Westminster District Strata Plan EPS 6882.

ii. an order (the "**LRO**"), among other things:

1. staying the rights of any person with a claim (each, a "**Lien Claimant**") under the *Builders Lien Act*, S.B.C. 1997, c. 45, as amended (the "**BLA**"), for the performance or provision of work for, or supply of materials and/or services to, the Eclipse Project, including, without limitation, any claim of lien asserted pursuant to subsections 2(1) and 4(9) of the BLA (each, a "**Lien Claim**"), from serving or registering a Lien Claim or preserving or perfecting a lien under the BLA with respect to the Eclipse Project, except in accordance with the procedures set out in the LRO;

2. requiring that any Lien Claimant that wishes to assert a Lien Claim (each, an "**Asserting Lien Claimant**") in respect of the Eclipse Project deliver by email a notice in the form attached as Schedule "D" to the LRO (the "**Lien Notice**") to the Monitor's attention within the time frame prescribed by the BLA to preserve its Lien Claim in respect of the Eclipse Project and/or the Post-Filing Holdback Amount;

3. granting a charge (the "**Lien Charge**") against: (i) the Eclipse Project in favour of any Asserting Lien Claimant that has delivered or is deemed to have delivered a Lien Notice in respect of a Lien Claim that is a Pre-Filing Lien Claim (as defined in the LRO); and (ii) the Eclipse Project and the Post-Filing Holdback Amount in favour of any Asserting Lien Claimant that has delivered or is deemed to have delivered a Lien Notice in respect of a Lien Claim that is a Post-Filing Lien Claim (as defined in the LRO), in each case, equivalent to, and only to the extent of, any security granted in respect of such Lien Claim under the BLA; and

4. declaring that the priority of any Lien Charge shall: (i) with respect to other Lien Charges arising under the LRO, have priority equal to the priority granted to and among Lien Claims under the BLA; (ii) rank subordinate to the Charges; and (iii) have such priority with respect to other creditors of the Debtors as is accorded to Lien Claims under the BLA and the federal laws of Canada applicable in British Columbia;

iii. an order (the “**Holdback Release Order**”), among other things:

1. authorizing the Monitor to pay, for and on behalf of the applicable Debtor: (i) the Post-Filing Holdback Amount to the Post-Filing Holdback Parties in the amounts set out in the Post-Filing Holdback Schedule, or such other amounts as may be agreed by the Monitor, KingSett and the Post-Filing Holdback Parties where the Holdback Release Conditions have been satisfied; and (ii) any additional holdback amount pursuant to the BLA owing to a Post-Filing Holdback Party for the period following the Filing Date, where such Post-Filing Holdback Party has fully completed its scope of work in relation to the Eclipse Project, as determined by the Monitor, such Post-Filing Holdback Party is not required by the Debtors' construction manager, Brasfield Builders Ltd. (“**Brasfield**”), for continued construction of the Eclipse Project, and the Holdback Release Conditions have been satisfied; and

2. upon payment of the Post-Filing Holdback Amount to the Post-Filing Holdback Parties, deeming all of the requirements of the BLA, and all of the obligations of the Monitor and the Debtors, in respect of, or in connection with, the Post-Filing Holdback Amount, any other holdback required to be retained by the Monitor or any of the Debtors (or any of them) under the BLA, or any holdback required under the *Strata Property Act*, S.B.C. 1998, c. 43, as amended (the “**SPA**”) in respect the Eclipse Project, to have been complied with; and

iv. a third amended and restated initial order (the “**TARIO**”), among other things:

1. extending the Stay of Proceedings to and including July 31, 2026 (the “**Stay Extension**”);

2. consistent with the LRO, staying 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;

3. permitting the Canada Revenue Agency (the "**CRA**") to commence or continue proceedings solely as against the directors or officers of the Debtors with respect to any claim against such directors or officers that arose before the date of the Initial Order and that relates to any obligations of the Debtors;

4. increasing the maximum permitted borrowings under the Interim Financing Term Sheet from $18,000,000 to $25,750,000, plus interest, fees and expenses, and granting a corresponding increase in the Interim Lender's Charge; and

5. elevating the priority of the Charges as it relates to the Property (as defined in the TARIO) of D-Thind Beta above any properly perfected encumbrances registered against such Property under the *Personal Property Security Act*, R.S.B.C. 1996, c. 359, as amended, or any other personal property registry system, in favour of any other person.

## 1.2 Scope and Terms of Reference

1. In preparing this Fifth Report, the Monitor has relied upon: (i) certain unaudited financial information, books and records, and other information provided by KingSett, Brasfield, MLA, and representatives of Thind Properties Ltd. ("**Thind**"), an entity related to the Debtors; (ii) publicly available information; and (iii) discussions with KingSett, representatives of Thind, MLA, and Brasfield.

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

## 1.3 Currency

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

### 1.4 Court Materials

1. Affidavit #1 of Daniel Pollack sworn January 6, 2025 (the "**Affidavit**") in support of KingSett's CCAA petition, together with the report to Court prepared by KSV in its capacity as proposed Monitor dated January 7, 2025 (the "**Pre-Filing Report**"), the First Report of the Monitor dated January 14, 2025, the Second Report, the Supplement to the Second Report of the Monitor dated April 15, 2025, the Third Report of the Monitor dated July 9, 2025 (the "**Third Report**"), and the Fourth Report (collectively, the "**Previous Reports**"), provide additional background information regarding the Debtors and their businesses, as well as the reasons for the commencement of these CCAA proceedings. Court materials filed in these CCAA proceedings, including the Affidavit and the Previous Reports are available on the Monitor's website at www.ksvadvisory.com/experience/case/beta-view-homes (the "**Case Website**").

2. For ease of reference, a copy of the Fourth Report (without appendices) is attached as **Appendix "E"**.

## 2.0 Background

1. The Debtors consist of Beta View, Lumina LP, Lumina GP and D-Thind Beta, each of which is a single-purpose entity that shares common management. Beta View, Lumina GP and D-Thind Beta are corporations incorporated pursuant to the BCA. Lumina LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended, of which Lumina GP is the general partner.

### 2.1 The Eclipse Project

1. Lumina LP and Beta View are the beneficial and registered owners, respectively, of the Eclipse Project, a 34-story development intended to comprise 329 strata units (collectively, the "**Eclipse Units**"). At the date of the Initial Order, construction was approximately 95% complete, with approximately 232 of the Eclipse Units being subject to Pre-Sale Contracts. The remaining 97 Eclipse Units are not subject to agreements of purchase and sale. The original outside date under each of the Pre-Sale Contracts was December 17, 2025 (the "**Outside Date**"), which date was permitted to be, upon notice to the Pre-Sale Purchasers, extended by Lumina LP by up to 250 days, and thereafter by up to an additional 110 days. The form of Pre-Sale Contract appended to the Second Amendment to the Disclosure Statement dated May 24, 2024, filed by the Developer in respect of the Eclipse Project is attached as **Appendix "F"**.

2. The Eclipse Project is one of three towers in what was originally envisaged as a phased, master planned development known as "Lumina Brentwood". The first completed components of this development were "Lumina Waterfall" (Phase 1A) and "Lumina Starling" (Phase 1B), each to be situated on the Starling/Waterfall Lands (together, the "**Original Development**", together with the Eclipse Project, the "**Lumina Development**")

3. Positioned immediately beside the Original Development, the Eclipse Project is physically linked to "Lumina Waterfall" through their shared underground parking facilities. The respective rights and responsibilities of the Developer and The Owners, Strata Plan EPS 6882 (the "**Strata Corporation**") relating to the Lands and the Starling/Waterfall Lands, and their respective use and enjoyment of same, are governed, in part, by an agreement comprising access, public art, parking and other easements together with covenants registered under section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended (the "**Master Easement Agreement**").

4. On October 31, 2024, KingSett learned that WBI Home Warranty Ltd. ("**WBI**"), the new home warranty insurer for the Eclipse Project, would no longer provide the mandatory 1-2-5-10 home warranty insurance on the common property and single dwelling units for the Eclipse Project ("**New Home Warranty Insurance**") considering the Developer's financial condition. As a result of the New Home Warranty Insurance being suspended, on November 14, 2024, the City of Burnaby suspended the building permit for the Eclipse Project (the "**Building Permit**"), halting construction.

## 2.2 Creditors

1. As detailed in the Pre-Filing Report, the Debtors' creditors include:

   a) <u>**KingSett**</u> – the Debtors' primary secured creditor owed approximately $189 million, plus interest and costs, pursuant to:

      i. a first mortgage loan in the principal amount of $124 million (the "**KingSett First Mortgage Loan**"), which is secured by, among various other security, a site-specific general security agreement dated June 30, 2021, granted by Beta View over its personal property in connection with the Eclipse Project, a mortgage and assignment of rents dated March 14, 2024, in the principal amount of $124,000,000, registered against the Lands (the "**KingSett First Mortgage**"), and a beneficial owner's direction, acknowledgment, and security agreement dated March 2024, granted by the Initial Debtors, in favour of KingSett; and

ii. a second mortgage loan comprising two facilities in the aggregate principal amount of $65.4 million (the "**KingSett Second Mortgage Loan**"), which is secured by, among various other security, a general security agreement dated June 30, 2021, granted by Beta View over its personal property in connection with the Eclipse Project, a mortgage dated August 7, 2024, in the principal amount of $70,000,000, registered against the Lands (the "**KingSett Second Mortgage**"), and a beneficial owner's direction, acknowledgment, and security agreement dated August 16, 2024, granted by the Initial Debtors, in favour of KingSett;

b) **<u>CRA</u>** – owed approximately $12 million pursuant to a judgment obtained on June 30, 2024, and registered against the Lands on or about December 16, 2024;

c) **<u>Other creditors</u>** – owed a total of approximately $8.59 million (based on the Debtors' records), consisting of:

i. approximately $5.95 million owing to 70 trades, suppliers, consultants, and other subcontractors that had performed or provided work for, or supplied materials and/or services to, the Eclipse Project (collectively, the "**Existing Subcontractors**"). Approximately $3,222,000 of the $5,950,000 outstanding relates to holdbacks owing to 29 Existing Subcontractors, which amounts were not retained by the Debtors in a holdback account (or otherwise) as contemplated under the BLA; and

ii. approximately $2.64 million owing to realtors and various other suppliers and vendors.

2. In addition, Westmount West Services Inc. ("**Westmount**") has a mortgage and assignment of rents registered against the Lands in the principal amount of $50,000,000 (the "**Westmount Mortgage**"), in connection with a deposit protection contract facility (the "**Deposit Protection Facility**" and the obligations thereunder, the "**Westmount Indebtedness**") from Westmount, as agent for and on behalf of Aviva Insurance Company of Canada ("**Aviva**") and Liberty Mutual Insurance Company. The payment and performance of the Westmount Indebtedness are also secured by, among other security, an equitable mortgage and estoppel agreement dated May 20, 2022, granted by the Initial Debtors in favour of Westmount and a location specific security agreement dated May 20, 2022, executed by the Initial Debtors in favour of Westmount.

3. As described in greater detail in the third amended and restated subordination and standstill agreement dated March 19, 2024 (the "**Subordination Agreement**"), among, *inter alios*, KingSett and Westmount, and subject to its terms (including with respect to the priority of claims concerning Deposit Monies (as defined in the Subordination Agreement), the Westmount Mortgage is subordinate to the KingSett First Mortgage, and the KingSett Second Mortgage is subordinate to the Westmount Mortgage.

4. In anticipation of the sale and closing of the Purchased Units (as defined below), the proceeds of which are not expected to be sufficient to repay the KingSett Indebtedness in full, the Monitor requested that its independent counsel[6] conduct a review of the security granted by Lumina LP, Beta View and/or Lumina GP, as applicable, in favour of KingSett and Westmount in respect of the KingSett Indebtedness and the Westmount Indebtedness, respectively. Subject to the customary qualifications and assumptions set out therein, the Monitor's independent counsel has provided written opinions that:

   a) the security granted by Lumina LP, Beta View and/or Lumina GP, as applicable, in favour of KingSett and Westmount, respectively, constitutes valid security, enforceable in accordance with its terms, perfected, where necessary by registration;

   b) each of the applicable mortgages in favor of KingSett securing the KingSett First Mortgage Loan and the KingSett Second Mortgage Loan, including the KingSett First Mortgage and the KingSett Second Mortgage, as well as the Westmount Mortgage constitutes a valid, fixed, and specific charge on the Lands as of the date of the opinion;

   c) subject to the Subordination Agreement (including with respect to the priority of claims concerning Deposit Monies) and the acknowledgement and agreement dated March 28, 2025, among, *inter alios*, KingSett and Westmount, the security granted in favour of KingSett securing the KingSett First Mortgage Loan has priority over the security granted in favour of Westmount securing the Deposit Protection Facility; and

   d) the Westmount Mortgage has priority over, among other mortgages granted in favour of KingSett, the KingSett Second Mortgage.

[6] Bennett Jones was involved in registering KingSett's security for the KingSett Indebtedness. To avoid any potential conflicts, the Monitor therefore retained Redpoint Law LLP to provide the security opinions discussed herein.

## 3.0 Update on the Eclipse Project

1. As detailed in the Previous Reports, in mid-April 2025, after extensive efforts by the Monitor, and with the support of Brasfield, the New Home Warranty Insurance and Building Permit were successfully reinstated.

2. Upon the issuance of the SARIO, the Monitor began negotiating and entering into agreements with various critical trades, suppliers, consultants, and other subcontractors (collectively, the "**Subcontractors**") required to complete construction on the Eclipse Project, including:

   a) approximately 35 of the Existing Subcontractors deemed essential for the completion of the Eclipse Project (collectively, the "**Existing Critical Subcontractors**"); and

   b) approximately 17 new Subcontractors that had not previously been retained by the Debtors, who were essential to the completion of the Eclipse Project (the "**New Subcontractors**").

3. Since the Fourth Report, the following progress has been achieved:

   a) **Units and common areas** – Units are progressing through their final finishes, including flooring, painting, and fixture installation, while common areas such as the lobbies, corridors, and amenity spaces are also moving through the final phases of interior completion;

   b) **Building systems** – mechanical, electrical and plumbing systems are nearing completion, with inspection, testing, and commissioning activities underway; and

   c) **Exterior work** – landscaping, paving, and civil finishing has also progressed significantly, with remaining items expected to be completed in alignment with the Eclipse Project's overall schedule.

4. As noted in the Previous Reports, substantial completion of the Eclipse Project was initially estimated to occur in December 2025. Although, construction at the Eclipse Project has moved into its final stages, with work focused on completing the remaining Units, finalizing building systems, and preparing the building for occupancy, the Monitor understands that final occupancy and Pre-Sale Purchaser turnover will not occur until the end of January or early-February 2026 (the "**Revised Completion Date**"), which is subject to typical construction variables and potential unforeseen delays, including the Fire Alarm Tie-in (as defined and described in Section 5 below). The Pre-Sale Purchasers have been notified by the Monitor, by way of the Fifth Amendment (as defined below), that substantial completion of the Eclipse Project will occur between January 15 and April 14, 2026.

5. The Monitor continues to review progress claims prepared by Concost Consultants Inc., the quantity surveyor retained by the Monitor, to effectively oversee construction progress, address potential delays, and track costs against the Eclipse Project budget.

### 3.1 Pre-Sale Purchasers

1. As a result of the revised construction timeline, the Monitor, for and on behalf of Lumina LP, exercised the option to extend the Outside Date for all Pre-Sale Contracts by 250 days to August 24, 2026, by way of a notice to Pre-Sale Purchasers dated November 24, 2025 (the "**November 24$^{th}$ Notice**"), and distributed by MLA on December 1, 2025. A copy of the November 24$^{th}$ Notice is attached as **Appendix "G"**.

2. As contemplated by the Amended Sale Process, the Monitor, for and on behalf of the Developer, filed a fifth amendment to the Disclosure Statement (the "**Fifth Amendment**") on November 25, 2025. A copy of the Fifth Amendment (without exhibits) is attached as **Appendix "H"**.

## 4.0 Amended Sale Process

1. To facilitate the Amended Sale Process and the administration of these proceedings, the Monitor intends to bring an application in the near term for, among other things:

a) an order (the "**AVO**") prospectively authorizing the Monitor to sell, pursuant to any Pre-Sale Contracts or any sale agreements arising from the Amended Sale Process that satisfy the Sale Conditions (each such agreement or Pre-Sale Contract being a "**Sale Agreement**"), any and all of the Strata Lots, including all fixtures and chattels, in each case, as designated and described in the applicable Sale Agreement (each, a "**Purchased Unit**"), to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith, and to transfer, transmit and/or convey legal title to each Purchased Unit, free and clear of all claims and encumbrances; and

b) an order (the "**Distribution Order**") authorizing the Monitor to make or cause to be made, for and on behalf of the Debtors, one or more distributions or payments from the purchase price paid for each Purchased Unit and any interest earned on the deposits paid by the applicable purchaser thereof, subject to such holdbacks as the Monitor considers necessary or appropriate, including to:

   i. the CRA in respect of any GST required to be paid by the Monitor in connection with the closing of such Purchased Unit;

   ii. such parties as are applicable in respect of any administration fees, property tax arrears, strata fees and/or special levies (subject to sections 108 and 109 of the SPA), and such other customary disbursements for a transaction of a similar nature, in each case, in connection with the closing of such Purchased Unit;

   iii. MLA in respect of the commission and other fees payable pursuant to the MLA Agreement in connection with such Purchased Unit, and any GST thereon; and

   iv. KingSett, Westmount, and Aviva.

2. The effective implementation of the AVO and the Distribution Order and continuation of the Amended Sale Process, require:

   a) an occupancy permit to be issued for the Eclipse Project (the "**Occupancy Permit**");

   b) the Strata Plan to be filed;

   c) the Parking Tenant be formed and the Parking & Storage Lease to be entered into;

   d) a process for the preservation and review of Lien Claims that obviate their registration against the Lands; and

e) a process for the payment of the Post-Filing Holdback Parties.

## 5.0 Completing the Fire Alarm Tie-in to Obtain the Occupancy Permit

1. As a condition to issuing the Occupancy Permit, the City of Burnaby requires that the Permitted Works be completed to connect the fire alarm system for the Eclipse Project to the fire alarm system already existing on the Starling/Waterfall Lands (the "**Fire Alarm Tie-in**").

2. The Monitor understands that the Lumina Development is considered one building under the British Columbia Building Code, and that each of the three towers were approved by the City of Burnaby on this basis. Consistent with a single building, the plans and specifications for the Lumina Development prepared prior to its construction suggest that a two-hour fire-rated vertical shaft was to be constructed in the Original Development and connected to the Eclipse Project using a conduit. Pursuant to a Building Code Alternative Solutions Report dated November 28, 2016, and revised December 21, 2017 (the "**Alternative Solutions Report**"), and an Alternative Solution Submission and Sign Off dated October 4, 2018 (the "**Alternative Solution Sign-Off**"), the City of Burnaby approved the use of a modified single-stage fire alarm system to serve the entire Lumina Development. Similarly, the disclosure statement for the Original Development dated July 5, 2017, which would have been provided to all applicable pre-sale purchasers, and the building permits for the "Lumina Starling" and "Lumina Waterfall" towers indicated that a subsequent phase, being the Eclipse Project, was to be developed and that the Original Development and the Eclipse Project would share use and maintenance of certain infrastructure on an integrated basis. Copies of the Alternative Solutions Report and Alternative Solution Sign-Off are attached as **Appendices "I"** and **"J"**, respectively.

3. For practical reasons and to reduce the need for the complete evacuation of all floors in all towers due to a false alarm condition, the fire alarm system has been subdivided into several evacuation zones. The fire alarm panels for "Lumina Waterfall" and "Lumina Starling" were previously interconnected as part of the overall fire alarm design. The Monitor understands that the final step is now to interconnect the fire alarm panel in "Lumina Waterfall" with the fire alarm panel in the Eclipse Project. In fact, after discussions with, among others, GHL Consultants Ltd. ("**GHL**"), the code consultant retained in respect of the Eclipse Project, the Monitor has been advised that there is no alternative available to the Fire Alarm Tie-in, in part, based on the fire rating of various components of the Eclipse Project having been premised on a single interconnected fire alarm system for the Lumina Development.

4. Given its significance to the completion of the Eclipse Project and the absence of available alternatives, the Monitor, Brasfield, and/or KingSett, as applicable, corresponded extensively and provided various information to Tribe Management Inc. ("**Tribe**"), the strata manager for the Strata Corporation at the time, between June 2025 and September 2025, to obtain the Strata Corporation's cooperation to complete the Fire Alarm Tie-in. Notably, this was not the first occasion on which Tribe was contacted in connection with the Fire Alarm Tie-in. Rather, it appears, based on correspondence provided to the Monitor, that the Debtors had been in discussions with Tribe regarding the Fire Alarm Tie-in as early as September 2024.

5. After being unable to make any significant progress on the issue, on September 19, 2025, representatives from the Monitor, Brasfield, KingSett, the Strata Corporation, and Tribe attended a call to discuss the interconnectedness of the fire alarm system for the Lumina Development and the work required for the Fire Alarm Tie-in. At the conclusion of the call, the Monitor advised that it would prepare a letter summarizing the Monitor's position and provide the various documentation supporting same.

6. By letter to Tribe dated October 10, 2025, a copy of which (without exhibits) is attached as **Appendix "K"**[7], the Monitor:

a) summarized the Monitor's position regarding the interconnectedness of the fire alarm system for the Lumina Development and the work required for the Fire Alarm Tie-in;

b) provided various documentation to support the Monitor's position; and

c) requested access to certain portions of the Starling/Waterfall Lands to complete the Fire Alarm Tie-in.

7. By letter dated November 19, 2025 (the "**November Letter**"), the Strata Corporation, through its counsel, raised several concerns with respect to the Monitor's request to access limited portions of the Starling/Waterfall Lands to complete the Fire Alarm Tie-in, and disagreed that the Master Easement Agreement permitted such access. Among other things, the Strata Corporation's concerns related to:

a) the practicality of integrating the Original Development's existing fire alarm system with the Eclipse Project;

b) the potential need to reconfigure entry fobs and relocate fob entry locking mechanisms;

c) ensuring that the Strata Corporation would be indemnified in connection with the completion of the Permitted Works, and that the Monitor would cause the Developer to obtain appropriate insurance coverage, in each case, in accordance with the Master Easement Agreement;

d) the future sharing of responsibilities with respect to the integrated fire alarm system, including the potential need for additional easements and covenants; and

e) the provision of WorkSafeBC clearance letters in respect of any contractors retained to complete the Permitted Works.

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[7] In addition to the Site Instruction dated June 30, 2025, the Alternative Solutions Report, and Alternative Solutions Sign-Off attached to this Fifth Report, the letter included: (i) the Disclosure Statement dated July 5, 2017 (and the amendments) for the Original Development; (ii) two additional Alternative Solution Submission and Sign Offs issued by the City of Burnaby in 2018 and 2021; (iii) two additional Approach to Building Code Compliance and Alternative Solutions Reports issued by GHL in 2018 and 2020; and (iv) the Easements Agreement dated November 30, 2020 (collectively, the "**Additional Exhibits**"). Given their voluminous nature, the Monitor has not attached the Additional Exhibits to this Fifth Report; however, copies of same can be provided if requested by the Court.

8. A copy of the November Letter is attached as **Appendix "L"**.

9. To address the Strata Corporation's concerns and ensure that it did not incur costs as a result of the Permitted Works, the Monitor, through its counsel, advised that it would provide proof of insurance and proposed that:

   a) the Monitor, for and on behalf of the Developer, would pay $50,000 to the Strata Corporation as consideration for granting limited access rights to complete the Permitted Works;

   b) the immediate access rights required to complete the Permitted Works would be documented in a license agreement, while the long-term access rights and cost-sharing arrangements would be reflected in an easement in registerable form, both of which were to be negotiated by the Monitor and the Strata Corporation, through their respective legal counsel, at the Developer's sole cost;

   c) the Monitor, for and on behalf of the Developer, would pay any and all costs associated with the reprogramming of key fobs and other security-related expenses arising directly from the Permitted Works and the need for ongoing rights of access; and

   d) the Monitor will bear responsibility for confirming that the existing fire alarm system is capable of accommodating the addition of the Eclipse Project.

10. Considering the significant passage of time since its discussions began and the substantial costs associated with delaying the issuance of the Occupancy Permit, the Monitor, through its counsel, advised the Strata Corporation's legal counsel that it cannot engage in protracted negotiations and would pursue other avenues, including the Court's intervention, if necessary.

11. On December 4, 2025, the Strata Corporation, through its counsel, advised that it was not in a position to continue discussions regarding the Fire Alarm Tie-in and the Permitted Works. The correspondence between the Monitor's and the Strata Corporation's respective counsel in this regard is attached as **Appendix "M"**.

12. Based on its discussions to date and the assurances it has made clear it is prepared to provide, the Monitor is concerned that the Strata Corporation's refusal to engage further on the Fire Alarm Tie-in is improperly motivated. Specifically, the Monitor is concerned that such refusal is animated, in large part (if not exclusively), by frustrations with the developer of the Starling/Waterfall Lands – a related party to the Debtors – for, among other things, construction deficiencies, and a desire to extract a material payment from the Debtors to defray the costs of remedying such deficiencies.

13. Givin that the Fire Alarm Tie-in, in accordance with the Alternative Solutions Report, is required to obtain the Occupancy Permit and the Strata Corporation's non-cooperation to accommodate same, the Monitor is seeking authorization and direction to complete the Permitted Works pursuant to the proposed Ancillary Order.

### 5.1 Recommendation Regarding Fire-Alarm Tie-in and Permitted Works

1. The Monitor is of the view that the relief requested in connection with the Fire Alarm Tie-in and the Permitted Works pursuant to the proposed Ancillary Order is appropriate in the circumstances and recommends that the Court grant the relief for the following reasons:

    a) the circumstances facing the Debtors dictate are unique, threaten to jeopardize these proceedings and the substantial value of the Pre-Sale Contracts and unsold Units, and require, absent the Strata Corporation's cooperation, a Court-ordered solution to resolve;

    b) the completion of the Permitted Works and Firm Alarm Tie-in are consistent with:

        i. the original intention of the Lumina Development;

        ii. the long-held expectation that each of the "Lumina Eclipse", "Lumina Waterfall" and "Lumina Starling" towers would share and maintain certain infrastructure as part of an integrated, phased and master planned development;

        iii. the disclosure made to the original purchasers of units in the "Lumina Eclipse", "Lumina Waterfall" and "Lumina Starling" towers;

        iv. the Alternative Solutions Report and Alternative Solution Sign-Off, which contemplated the use of a modified single-stage fire alarm system to serve the entirety of the Lumina Development; and

v. the existing integration of the fire alarm system between the “Lumina Waterfall” and “Lumina Starling” towers;

c) SRC Engineering Consultants Ltd. (“**SRC**”), the mechanical and electrical engineer for the Eclipse Project, issued a letter dated November 21, 2025, confirming that the fire alarm system for the “Lumina Waterfall” and “Lumina Starling” towers can be connected to the Eclipse Project and such connection complies with the Alternative Solutions Report and Alternative Solution Sign-Off. A copy of the letter issued by SRC is attached as **Appendix “N”**;

d) the completion of the Permitted Works and Firm Alarm Tie-in is a condition precedent to the issuance of the Occupancy Permit, absent which the Developer cannot convey the Purchased Units to purchasers in accordance with the Sale Agreements (or at all), to the detriment of such purchasers and the Debtors and their creditors;

e) Brasfield has advised that the Permitted Works to complete the Fire Alarm Tie-in is estimated to take approximately 5 to 7 weeks (i.e., 3 to 4 weeks for the physical work plus 2 to 3 weeks to complete the required testing). As a result, any further delay in commencing the Permitted Works will result in a delay in the Revised Completion Date;

f) based on discussions with the code consultant retained in respect of the Eclipse Project, there is no available alternative to the Fire-Alarm Tie-in;

g) the Monitor, with the assistance of its counsel, Brasfield, and KingSett, has already:

   i. engaged in several good faith discussions with the Strata Corporation;

   ii. proposed a commercially reasonable solution to completing the Permitted Works and obtaining long-term access rights;

   iii. sought to forthrightly address the Strata Corporation’s articulated concerns;

   iv. offered meaningful consideration for short-term access rights;

   v. confirmed that it will provide proof of insurance before undertaking the Permitted Works; and

vi. agreed to cover the Strata Corporation's legal costs associated with a short-term license agreement and long-term easement and any costs associated with the reprogramming of key fobs and other security-related expenses arising directly from the Permitted Works and the need for ongoing rights of access;

h) absent any cogent explanation and despite the assurances by the Monitor and the long-standing expectation of the completion of, and the urgency and necessity for, the Fire Alarm Tie-in, the Strata Corporation has advised that it is not prepared to engage further with the Monitor at this time;

i) based on discussions between the parties' respective counsel to date, the Monitor is concerned that the Strata Corporation's refusal to engage further on a commercial resolution to the Fire Alarm Tie-in is animated by improper motivations and a desire to obtain a grossly disproportionate settlement of the Debtors' short- and long-term access rights to defray other (entirely unrelated) costs facing the Strata Corporation;

j) the Strata Corporation's refusal to engage further on a commercial resolution to the Fire Alarm Tie-in is jeopardizing the purpose and success of these proceedings, which depend entirely on the completion of the Eclipse Project and the sale and closing of each of the Purchased Units, which are estimated to generate proceeds in excess of $225 million;

k) any delay in obtaining the Occupancy Permit and therefore the closing of the Purchased Units, will expose the Debtors to substantial additional costs, including the accrual of interest on the KingSett Indebtedness and Interim Financing Facility in the aggregate amount of approximately $1 million per month, to the significant detriment of the Debtors' creditors, which are already expected to incur a shortfall;

l) in addition to the financial implications of any further delay in obtaining the Occupancy Permit, the Monitor is concerned that delaying the installation of a fully functioning, legally compliant, integrated fire-alarm and suppression system may present a material risk to public safety, due to potential delays in fire detection, impaired emergency response coordination between the interconnected parkade structures, and smoke migration;

m) the Monitor is of the view that there is no prejudice to the Strata Corporation to complete the Permitted Works. However, to mitigate any potential prejudice imposed on the Strata Corporation by the completion of the Permitted Works, the proposed Ancillary Order, among other things:

   i. requires the Monitor take out and keep in full force and effect at all times during the performance and completion of the Permitted Works, for and on behalf of the Debtors, comprehensive general liability insurance with respect to the Applicable Common Area;

   ii. requires the Debtors to indemnify and save the Strata Corporation harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and damage to property arising from or out of any occurrence in or upon the Applicable Common Area or the Starling/Waterfall Lands in any way related to the performance or completion of the Permitted Works;

   iii. orders that each of the Authorized Personnel shall be responsible for all fees, permits and construction expenses of any kind whatsoever for the Permitted Works; and

   iv. requires that the Permitted Works be undertaken in accordance with all applicable laws, and in compliance with all applicable safety standards, including any applicable regulations issued by WorkSafeBC;

n) given the protections provided under the proposed Ancillary Order, the relative prejudice to the parties markedly favours the Debtors;

o) in light of the integration of the Lumina Development and the proximity among the "Lumina Eclipse", "Lumina Waterfall" and "Lumina Starling" towers, the absence of the Fire Alarm Tie-in may pose a risk to the public in the event of a fire at the Eclipse Project; and

p) since the commencement of these proceedings, 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.

## 6.0 Parking Tenant and Strata Plan

1. The Monitor is seeking the proposed Ancillary Order that, among other things, authorizes the Monitor to:

   a) incorporate the Parking Tenant to administer parking and storage rights required for the closing of the transactions under the Sale Agreements, with the Monitor's Representative to act as the Parking Tenant's sole director;

   b) cause the applicable Debtor(s) and Parking Tenant to execute the Parking & Storage Lease; and

   c) following the execution of the Parking & Storage Lease, complete and file the Strata Plan to subdivide the Lands into the Strata Lots and common property and create the strata corporation (the "**Strata Corporation**").

### 6.1 Parking Tenant

1. In administering the sale of each Purchased Unit, the Monitor must ensure that the exclusive use of the parking stalls and storage lockers contemplated in the Sale Agreements can be properly assigned to purchasers. Because these areas will form part of the common property following registration of the Strata Plan, a separate legal entity is required to administer, allocate, and assign these interests in a manner that is consistent, enforceable, and legally compliant. To achieve this, the Monitor is requesting authorization of the Court to:

   a) incorporate the Parking Tenant, as a wholly-owned subsidiary of the applicable Debtor(s), who will then enter into the Parking & Storage Lease, a copy of which is attached as **Appendix "O"**, which grants the necessary rights to the parking and storage areas until such rights can be partially assigned to a purchaser upon closing; and

   b) for the Monitor's Representative to act as the sole director of the Parking Tenant:

      i. for incorporation purposes;

      ii. to execute all corporate documents required under the BCA;

iii. to oversee the partial assignments of the Parking & Storage Lease to individual purchasers as appropriate;

iv. to cause the assignment to the Strata Corporation of any remaining interest in the Parking & Storage Lease held by it following such partial assignments; and

v. to cause the dissolution of the Parking Tenant at the appropriate time thereafter.

2. The Monitor is of the view that the relief requested is consistent with industry practice and the Monitor's Enhanced Powers, and appropriate in the circumstances as it will allow the Monitor to administer, allocate, and assign the parking stalls and storage lockers without the need of involvement from the directors of the Debtors.

### 6.2 Strata Plan

1. The subdivision of the Lands into the Strata Lots is a critical milestone in advancing the marketing and sale of the Purchased Units. The Strata Plan will formalize the legal boundaries of each Strata Lot, the common property, and the allocation of limited common property areas. Completion of this process is essential to permit title to individual Strata Lots to be transferred to the Pre-Sale Purchasers and future Unit purchasers. Accordingly, the Monitor is seeking the proposed Ancillary Order, authorizing the Monitor to:

   a) complete and file, or cause the applicable Debtors to complete and file, the Strata Plan together with all related documents, instruments, declarations, and filings necessary to effect subdivision and registration with the Land Title Office; and

   b) sign such documents or instruments as may be required to permit or enable and effect the completion and filing of the Strata Plan on behalf of the applicable Debtors.

2. The Monitor is satisfied that completing the registration of the Strata Plan at this stage is appropriate, consistent with industry practice and the Monitor's Enhanced Powers, and essential to preserving value by ensuring that the sale and closing of each Purchased Unit can proceed efficiently following notification by the Monitor to purchasers of the respective completion dates under their Sale Agreements.

# 7.0 The Lien Regularization Process[8]

1. As a result of the Debtors' failure to pay their respective arrears, prior to and after the Filing Date, 12 of the Existing Subcontractors filed Lien Claims against the Lands.

2. The continued registration of Lien Claims against the Lands is likely to impair the Amended Sale Process, render the anticipated AVO unworkable, and expose the Debtors to significant professional costs in obtaining amendments to the AVO or otherwise discharging Lien Claims against the Lands. The potential for the Amended Sale Process and anticipated AVO to be frustrated and additional professional costs to be incurred are particularly concerning in the circumstances, given that KingSett is expected to incur a substantial shortfall and no proceeds are anticipated to be available to fund distributions to subordinate Lien Claimants other than the uniquely situated Post-Filing Holdback Parties (as discussed below).

## 7.1 Purpose of LRO

1. To facilitate the future sale of each Purchased Unit on an efficient basis, while preserving the Debtors' resources and the rights of potential Lien Claimants, the Monitor is seeking the proposed LRO. The key features of the LRO are summarized below. Parties are strongly encouraged to read the LRO in its entirety.

## 7.2 Stay of Lien Claims and Lien Related Actions

1. The LRO provides that, except as expressly permitted under its terms, no person may register, serve, preserve, perfect or enforce a Lien Claim or lien against the Eclipse Project. Further, the LRO stays any Lien Claim or related action or proceeding and BLA information request, which must proceed exclusively in accordance with the LRO.

## 7.3 Cancellation of Existing Liens

1. All Lien Claims preserved on title prior to the date of the LRO, other than Lien Claims previously vacated, will be cancelled and vacated pursuant to the LRO. Lien Claimants that have preserved their Lien Claims on title prior to the date of the LRO will be deemed to have delivered a Lien Notice as of the date their Lien Claim was first preserved or registered, subject to the terms of the LRO.

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[8] All capitalized terms not defined in this section have the meanings ascribed to them in the LRO.

## 7.4 Lien Notice Requirement and Lien Charge

1. In lieu of a conventional lien under the BLA, the proposed LRO affords Asserting Lien Claimants a Lien Charge equivalent to, and only to the extent of, any security granted in respect of the applicable Lien Claim under the BLA, and in all cases subject to the quantification and verification of all Lien Notices. Unless deemed to have delivered a Lien Notice in accordance with the LRO, any Asserting Lien Claimant must deliver a Lien Notice to the Monitor via email within the timelines prescribed by the BLA, but without registering anything on title to the Lands. Subject to the terms of the LRO, the delivery or deemed delivery of a Lien Notice will preserve and perfect a Lien Claim for all purposes.

2. Upon the delivery or deemed delivery of a Lien Notice in accordance with and subject to the LRO, the applicable Asserting Lien Claimant will receive a Lien Charge over the property that would have secured the lien under the BLA, as follows:

   a) **Pre-Filing Lien Claims** – a charge over the Eclipse Project and property that would be subject to the lien under the BLA (excluding the Post-Filing Holdback Amount); and

   b) **Post-Filing Lien Claims** – a charge over the Eclipse Project, any property that would be subject to the lien under the BLA and the Post-Filing Holdback Amount.

3. All Lien Charges will rank *pari passu* among themselves in accordance with the BLA, will be subordinate to the Charges, and will have such priorities with respect to other creditors of the Debtors as are accorded to Lien Claims under the BLA and the federal laws of Canada applicable in British Columbia.

4. Importantly, nothing in the LRO nor the delivery or deemed delivery of a Lien Notice or the granting of a Lien Charge will:

   a) confer any rights or entitlements to any Lien Claimant that would not otherwise be available to such Lien Claimant under the BLA;

   b) preserve or perfect the Lien Claim of any Lien Claimant that such Lien Claimant failed to preserve or perfect prior to the date of the LRO in accordance with, and as required by, the BLA; or

   c) grant a Lien Charge against any Post-Filing Holdback Amount securing any Pre-Filing Lien Claim.

### 7.5 Monitor's Review and Determination Powers

1. The LRO grants the Monitor broad authority to administer and determine lien matters, including the power to:

    a) review all Lien Notices for validity, timeliness, and quantum;

    b) request further documentation and particulars;

    c) assert BLA rights and defences on behalf of the Debtors;

    d) consensually resolve lien disputes with the consent of KingSett;

    e) accept or dispute any Lien Claim; and

    f) refer disputed Lien Claims to the Court for determination.

### 7.6 Recommendation Regarding the LRO

1. The Monitor is of the view that the proposed LRO is appropriate in the circumstances and recommends that the Court grant it for the following reasons:

    a) the uncoordinated registration of Lien Claims against the Lands is likely to impair the Amended Sale Process, jeopardize the viability of any prospective AVO, require multiple costly Court applications to clear title prior to the conveyance of any Purchased Unit, and undermine the Monitor's ability to maximize recoveries for the Debtors' stakeholders;

    b) the LRO creates an efficient, flexible and fair mechanism for Lien Claimants to preserve and protect their rights against the Eclipse Project (or the Eclipse Project and the Post-Filing Holdback Amount, as applicable), which is reflective of the priorities in favour of Lien Claimants and the Debtors' mortgagees, and the Debtors' failure to retain a holdback prior to the Filing Date;

    c) the LRO grants the Monitor authority to examine and accept, dispute or otherwise resolve all Lien Claims, consistent with the Monitor's power to "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" under the SARIO;

d) in the Monitor's view, centralizing the filing, preservation, review and resolution of Lien Claims within these CCAA proceedings aligns with the single-proceeding model, which favours the resolution of claims in one forum and avoids the inefficiencies and disruption that would result from parallel or uncoordinated recovery efforts;

e) the LRO affords each Asserting Lien Claimant that files a Lien Notice with the benefit of a Lien Charge against the Eclipse Project (or the Eclipse Project and the Post-Filing Holdback Amount, as applicable), in each case, equivalent to, and only to the extent of, any security granted in respect of such Lien Claim under the BLA, and in all cases subject to the quantification and verification of all Lien Notices in accordance with the LRO;

f) each Lien Charge:

   i. together with all other Lien Charges arising under the LRO will have equal priority, consistent with the priority of Lien Claims under the BLA;

   ii. will rank subordinate to the Charges, which, pursuant to the SARIO, prime all "other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise", and

   iii. with respect to other creditors of the Debtors, will have the priority afforded to Lien Claims under the BLA and the federal laws of Canada applicable in British Columbia;

g) subject to the Stay of Proceedings, the proposed LRO does not affect the rights of any person under the BLA with respect to any non-lien claims for damages or delays, any Lien Security, or any holdback retained by a subcontractor;

h) as soon as reasonably practicable after the filing of this Fifth Report, the Monitor intends to send a notice (the "**Subcontractor Notice**") substantially in the form attached as **Appendix "P"** to the 70 Existing Subcontractors that may be impacted by the proposed LRO, among other things: (i) providing notice of the Monitor's application scheduled for December 19, 2025; (ii) summarizing the terms of the LRO and the impact of same on the rights of Existing Subcontractors to register liens against the Eclipse Project; and (iii) apprising Existing Subcontractors of the anticipated recoveries (or lack thereof) for Lien Claimants in these CCAA proceedings;

i) KingSett is supportive of the proposed LRO; and

j) the LRO is substantially similar to lien regularization orders granted in other Canadian insolvency proceedings, subject to having been tailored to the circumstances of this case to avoid disturbing the existing priority structure between Lien Claimants and the Debtors' mortgagees. In particular, the proposed LRO recognizes that:

   i. the Debtors failed to retain the required statutory holdback prior to the Filing Date, which would otherwise have provided security for Pre-Filing Lien Claims;

   ii. since its appointment, the Monitor has, for and on behalf of the applicable Debtors, directed the retention of the Post-Filing Holdback Amount strictly in connection with the Post-Filing Work, which may be charged by Post-Filing Lien Claims; and

   iii. all Lien Claims and any holdback required under the SPA are subordinate to the claims of KingSett and Westmount, the former of which is expected to incur a material shortfall and has neither advanced funds since the filing of the first Lien Claim that remains registered against the Lands nor consented to alternative treatment that might permit the payment of Pre-Filing Lien Claims.

## 8.0 Holdback Release

1. Following the granting of the SARIO, the Monitor, with the assistance of Brasfield, identified the 35 Existing Critical Subcontractors and 17 New Subcontractors who were essential to the completion of the Eclipse Project.

2. To ensure the return and remobilization of the Existing Critical Subcontractors and mitigate the substantial costs and delay that would result from replacing the Critical Existing Subcontractors, the Monitor, for and on behalf of the Debtors, with the consent of KingSett, agreed to pay the Critical Existing Subcontractors for all goods and services provided to the Eclipse Project:

   a) following the Filing Date (collectively, the "**Post-Filing Work**"), subject to such holdbacks as are required under the BLA in respect of such Post-Filing Work (the "**Post-Filing Holdback**"); and

b) prior to the Filing Date in accordance with the SARIO, including, without limitation, any arrears held back but not retained by the applicable Debtors, provided that such Critical Existing Subcontractors complied with their then existing contractual arrangements and completed the Post-Filing Work (the "**Critical Subcontractor Pre-Filing Amounts**").

3. Pursuant to the SARIO, the Monitor, for and on behalf of the Debtors, agreed to pay the New Subcontractors for the Post-Filing Work and the Post-Filing Holdbacks. The Existing Critical Subcontractors and New Subcontractors whose Post-Filing Work is subject to a Post-Filing Holdback are collectively referred to as the "**Post-Filing Holdback Parties**" and each, a "**Post-Filing Holdback Party**".

4. As the Post-Filing Work is expected to be completed shortly, the Monitor seeks the proposed Holdback Release Order to ensure the timely payment of the Post-Filing Holdback in the amount of $488,671 as at December 5, 2025, (the "**Post-Filing Holdback Amount**") to the Post-Filing Holdback Parties as set out in the schedule attached as **Appendix "Q"** (the "**Post-Filing Holdback Schedule**"), and any additional holdback amount pursuant to the BLA owing to a Post-Filing Holdback Party for the period following the Filing Date, where such Post-Filing Holdback Party has fully completed its scope of work in relation to the Eclipse Project (collectively, the "**Holdback Payments**").

5. The Holdback Payments are proposed to be conditional upon the satisfaction of the following conditions (the "**Holdback Release Conditions**"):

   a) the Occupancy Permit has been issued by the City of Burnaby;

   b) the work of the respective Post-Filing Holdback Party has passed the inspection of Brasfield, the Eclipse Project consultants and, as applicable, municipal authorities;

   c) no Lien Notice has been filed or been deemed to have been filed to enforce a Post-Filing Lien Claim against the Post-Filing Holdback Amount in accordance with the LRO that has not been withdrawn, reviewed and consensually resolved by the Monitor or determined by this Court; and

   d) the respective Post-Filing Holdback Party has executed the Holdback Release Agreement substantially in the form attached as **Appendix "R"**.

## 8.1 Recommendation Regarding the Holdback Release Order

1. The Monitor is of the view that the proposed Holdback Release Order is appropriate in the circumstances and recommends that the Court grant it for the following reasons:

   a) the Post-Filing Holdback Parties consist of: (i) the New Subcontractors necessary to complete the Eclipse Project; and (ii) the Critical Existing Subcontractors necessary to complete the Eclipse Project that agreed to remobilize to complete the Post-Filing Work, and thereby eliminate the substantial time and cost that would have attended their replacement and maximize value for the benefit of the Debtors' creditors;

   b) under the SARIO, the Monitor, for and on behalf of the Debtors, was and remains authorized to pay the Post-Filing Holdback Parties for Post-Filing Work and said parties are likewise entitled to seek immediate payment pursuant to the SARIO and section 11.01 of the CCAA;

   c) the proposed Holdback Release Order enables the fair and efficient distribution of the Post-Filing Holdback Amount earned by the Post-Filing Holdback Parties in connection with the critical Post-Filing Work performed or provided following the Filing Date, and the timely conclusion of the Debtors' or the Monitor's arrangements with such Post-Filing Holdback Parties;

   d) the Holdback Release Conditions ensure that:

      i. each subcontractor's Post-Filing Work has been satisfactorily completed as confirmed by Brasfield, the Eclipse Project consultants, and any municipal authorities;

      ii. no distribution occurs until any Post-Filing Lien Claims asserted within the minimum fifty-five-day statutory holdback period under the BLA have been withdrawn or resolved; and

      iii. any claims the Post-Filing Holdback Parties may have against the Post-Filing Holdback Amount are fully and finally settled;

e) the proposed distribution of the Post-Filing Holdback Amount solely to the Post-Filing Holdback Parties appropriately reflects the Debtors' failure to maintain a holdback prior to the Filing Date, and the critical Post-Filing Work performed or provided by the Post-Filing Holdback Parties, and is, in the Monitor's view, consistent with the CCAA's objectives of preserving the *status quo* and ensuring the equitable (which does not always translate to equal) treatment of creditors;

f) as at the date of this Fifth Report, the Monitor is not aware of any persons other than the Post-Filing Holdback Parties who should be entitled to receive any portion of the Post-Filing Holdback Amount in the circumstances; and

g) KingSett is supportive of the proposed Holdback Release Order.

## 9.0 Interim Statement of Receipts and Disbursements

1. As at the date of this Fifth Report, the Monitor, for and on behalf of the Debtors, has borrowed $8,995,533 under the Interim Financing Facility. The Interim SRD is attached as **Appendix "S"**, a summary of which is as follows:

| Description | Note | Amount ($) |
|---|---|---|
| Receipts | | |
| Interim Financing Facility advances | | 8,995,533 |
| Other receipts | | 9,512 |
| | | 9,005,045 |
| Disbursements[9] | | |
| New Home Warranty & BC Housing fees | A | (7,127,178) |
| Construction expenses | B | (728,887) |
| Administrative expenses | C | (628,481) |
| Sales taxes | D | (510,472) |
| | | (8,995,018) |
| **Ending cash balance** | | **10,027** |

2. The Monitor notes the following regarding the Interim SRD:

A. New Home Warranty and BC Housing fees: represent premiums and fees paid to reinstate the New Home Warranty, including BC Housing fees;

[9] As at the date of this Fifth Report, no fees or disbursements have been paid to the Monitor or its legal counsel, and such fees continue to accrue.

B. Construction expenses: include Brasfield's fees, amounts paid to subcontractors and consultants, and equipment rental costs;

C. Administrative expenses: include insurance, software license costs, security for the Eclipse Project site, permit costs, and other administration expenses; and

D. Sales taxes: includes GST, PST, and HST paid on disbursements.

## 10.0 Fourth Cash Flow Forecast

1. The Monitor, in conjunction with KingSett, has prepared a Fourth Cash Flow Forecast for the period December 8, 2025 to August 2, 2026 (the "**Cash Flow Period**"). The Cash Flow Forecast was largely developed based on the most recent construction budget provided by Brasfield. The Fourth Cash Flow Forecast is attached as **Appendix "T"**.[10] The Fourth Cash Flow Forecast contemplates that the Debtors can fund their business within the confines of the Interim Financing Facility during the Cash Flow Period, provided the TARIO is granted.

2. A summary of the Fourth Cash Flow Forecast[11] is provided below:

| **(Unaudited; CAD; $000s)** | **Note** | **Dec 8, 2025 to Aug 2, 2026** |
|---|---|---|
| Purchased Unit sales | A | - |
| Other receipts | B | 760 |
| | | |
| Disbursements | | |
| Construction expenses | C | (11,670) |
| Administrative and marketing | D | (2,647) |
| Contingency | E | (825) |
| Professional fees | F | (2,275) |
| | | (17,417) |
| Net cash flow | | (16,657) |
| | | |
| Opening cash balance | | 10 |
| Net cash flow | | (16,657) |
| Interim Financing Facility advances | G | 16,657 |
| **Ending cash balance** | | **10** |

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

[11] The notes to the Fourth Cash Flow Forecast provide the underlying assumptions, including a description of each line item.

3. The Monitor notes the following regarding the Fourth Cash Flow Forecast:

   A. Purchased Unit sales: although Purchased Unit sales are expected to begin to close in early-February 2026, for the purposes of the Fourth Cash Flow Forecast, proceeds from Purchased Unit sales have not been included during the Cash Flow Period;

   B. Other receipts: include post-Filing Date GST refunds and other miscellaneous receipts;

   C. Construction expenses: represent the estimated costs to complete the Eclipse Project, based on the most recent construction budget provided by Brasfield and KingSett, which includes: (i) the remaining Post-Filing Work; (ii) the Post-Filing Holdback Amount; (iii) any additional holdback amount pursuant to the BLA owing to a Post-Filing Holdback Party for the period following the Filing Date; and (iv) the Critical Subcontractor Pre-Filing Amounts;

   D. Administrative and marketing: includes sales taxes, insurance, permit costs, license fees, sales and marketing costs, property taxes, strata fees, and other administration expenses;

   E. Contingency: accounts for any unforeseen construction or other expenses;

   F. Professional fees: includes fees of the Monitor and Bennett Jones; and

   G. Interim Financing Facility advances: represents the forecasted advances under the Interim Financing Facility.

2. Based on the Monitor's review of the Fourth Cash Flow Forecast, the assumptions appear reasonable. The Monitor's statutory report on the Fourth Cash Flow Forecast is attached as **Appendix "U"**.

### 10.1 Interim Financing Term Sheet Amendments

1. Pursuant to an amendment to the Interim Financing Term Sheet dated July 9, 2025 (the "**Third Amendment**"), the Interim Financing Facility is to be repaid on the earlier of, among other occurrences, January 26, 2026, or such later date as the Interim Lender in its sole discretion may agree to in writing with the Monitor, for and on behalf of the Debtors, acting reasonably. A copy of the Third Amendment was attached to the Third Report as Appendix "E" and is attached to this Fifth Report as **Appendix "V"**.

2. On December 8, 2025, the Interim Lender and the Monitor, for and on behalf of the Debtors, entered into the Fourth Amendment to the Interim Financing Term Sheet (the "**Fourth Amendment**" and together with the Third Amendment, the "**DIP Amendments**"), a copy of which is attached as **Appendix "W"**, among other things:

   a) extending the maturity dated from January 26, 2026 to July 31, 2026; and

   b) increasing the maximum permitted borrowings under the Interim Financing Facility from $18 million to $25.75 million (i.e., an increase of $7.75 million), resulting in an increase in the remaining availability under the Interim Financing Facility from $9.01 million to $16.76 million.

3. The Monitor recommends the Court approve the DIP Amendments to the Interim Financing Term Sheet, authorize the proposed increase to the borrowings available under the Interim Financing Facility, and approve the corresponding increase in the Interim Lender's Charge for the following reasons:

   a) as set out in the Fourth Cash Flow Forecast, the Debtors require approximately $16.66 million during the Cash Flow Period;

   b) without additional funding and a corresponding increase in the Interim Lender's Charge, the Monitor, on behalf of the Debtors, will not be able to complete construction of the Eclipse Project or meaningfully advance these CCAA proceedings, including the Amended Sale Process;

   c) as previously set out in the Pre-Filing Report, the Monitor is of the view that the terms of the Interim Financing Facility are reasonable;

   d) the Monitor, who has been and remains in control of the Debtors' business and financial affairs, negotiated the DIP Amendments and is of the view that they are commercially reasonable, will assist in maximizing the value of the Eclipse Project and are in the best interests of the Debtors and their stakeholders;

   e) as reflected in the Fourth Amendment, the Interim Lender is not prepared to provide further financing without the benefit of the proposed increase in the Interim Lender's Charge;

f) creditors with registered personal property security interests or who have registered encumbrances against the Lands will be provided with notice of the increase to the Interim Lender's Charge and its elevation, as with the Administration Charge, over the encumbrances registered against D-Thind Beta's Property; and

g) no stakeholder should be prejudiced by the increased borrowing capacity.

## 11.0 Stay Extension and Related Relief

1. The Stay of Proceedings currently expires on January 23, 2026. The Monitor is requesting an extension of the Stay of Proceedings to and including July 31, 2026, and is of the view that such extension is appropriate for the following reasons, among others:

   a) in the context of a CCAA proceeding in which a "super-monitor" has been appointed, it is appropriate that the monitor is held to the good faith standard. As "super-monitor" in these CCAA proceedings, the Monitor believes that it has and is currently discharging its duties and obligations in good faith and with due diligence, and that it has caused the Debtors to do the same;

   b) the proposed Stay Extension will allow the Monitor, for and on behalf of the Debtors, to advance construction of the Eclipse Project, continue the Amended Sale Process, and facilitate the continuation of the Pre-Sale Contracts in anticipation of closing the transactions thereunder;

   c) the Monitor does not believe that any creditor will be materially prejudiced by the Stay Extension;

   d) as of the date of this Fifth Report, the Monitor is not aware of any party opposed to the Stay Extension;

   e) the Fourth Cash Flow Forecast reflects that, subject to the TARIO being issued, the Debtors are projected to have sufficient liquidity to fund their operations and the costs of these CCAA proceedings during the Stay Extension; and

   f) if the proposed Stay Extension is granted, it will, among other things, have the effect of continuing to relieve the Debtors of any obligation to file a new disclosure statement under subsection 16(2) of REDMA, thereby preserving the Pre-Sale Contracts.

2. At the request of the CRA, the Stay Extension does not apply to the Debtors' directors and officers. The Monitor understands that the CRA's request is intended to allow it to pursue director's liabilities assessments against the directors of three of the Debtors in respect of obligations arising prior to the date of the Initial Order for which they may be jointly liable.

## 12.0 Monitor's Activities

1. Since the Fourth Report, the Monitor has, among other things:

   a) corresponded regularly with the Debtors' management team and representatives of Thind to obtain information concerning the Debtors and the Eclipse Project;

   b) corresponded extensively with Bennett Jones, KingSett, and Brasfield regarding all aspects of these CCAA proceedings and the Eclipse Project;

   c) with the assistance of Brasfield, engaged in extensive discussions with the Existing Critical Subcontractors and New Subcontractors regarding the Eclipse Project;

   d) negotiated and entered into agreements with certain of the New Subcontractors;

   e) negotiated and entered into change orders with various Existing Critical Subcontractors and New Subcontractors;

   f) filed the Fifth Amendment;

   g) corresponded extensively with MLA regarding the Amended Sale Process, the Fifth Amendment, and the contract of purchase and sale to be included with the Fifth Amendment;

   h) corresponded with MLA and KingSett regarding the proposed media relations and communications strategy for the Eclipse Project;

   i) engaged in extensive correspondence with various Pre-Sale Purchasers regarding the status of the Eclipse Project and these CCAA proceedings;

   j) corresponded with the CRA with respect to tax accounts and remittances;

   k) sought and obtained the Amended Sale Process Order;

l) worked with Bennett Jones to prepare the materials in respect of the relief sought by the Monitor on the within application;

m) maintained the Case Website; and

n) prepared this Fifth Report.

## 13.0 Conclusion and Recommendation

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

* * *

All of which is respectfully submitted,

**KSV RESTRUCTURING INC.,**
**solely in its capacity as Court-appointed monitor of**
**Beta View Homes Ltd., Lumina Eclipse GP Ltd.,**
**Lumina Eclipse Limited Partnership and D-Thind Development Beta Ltd., and**
**not in its personal or corporate capacity**

Per: Jason Knight
Managing Director

# APPENDIX F

## [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, AS AMENDED

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

# SIXTH REPORT OF KSV RESTRUCTURING INC.
# AS MONITOR

March 30, 2026

## Contents Page

## Appendix Tab

# 1.0 Introduction

1. Pursuant to an initial order (the "**Initial Order**") pronounced by the Supreme Court of British Columbia (the "**Court**") on January 8, 2025 (the "**Filing Date**"), Lumina Eclipse Limited Partnership ("**Lumina LP**") and Beta View Homes Ltd. ("**Beta View**", and together with Lumina LP, the "**Initial Debtors**") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and KSV Restructuring Inc. ("**KSV**") was appointed as monitor of the Initial Debtors, with certain enhanced powers (in such capacity, the "**Monitor**").

2. These CCAA proceedings were initiated by KingSett Mortgage Corporation ("**KingSett**"), the Initial Debtors' largest secured lender, which was then-owed in excess of $189 million (the "**KingSett Indebtedness**"), as a result of KingSett's concerns regarding the Initial Debtors' financial mismanagement and operational failures. The Initial Order was sought to stabilize the Initial Debtors' operations and management, secure necessary interim financing, complete construction of the Initial Debtors' most valuable asset, a 34-story development known as "Lumina Eclipse" (the "**Eclipse Project**" or the "**Development**") located at 2381 Beta Ave, Burnaby, BC[1] (the "**Lands**"), and ensure the Pre-Sale Contracts (as defined below) related to the Eclipse Project can be closed as intended.

3. Pursuant to the Initial Order, the Court, among other things:

   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 terms of a non-revolving interim financing credit facility made available by KingSett (in such capacity, the "**Interim Lender**") in the amount of $18 million (the "**Interim Financing Facility**"), pursuant to the terms set out in the interim financing term sheet dated January 6, 2025 (the "**Interim Financing Term Sheet**");

   c) 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 pre-sale purchasers (the "**Pre-Sale Purchasers**") to rescind their pre-sale contracts with the Initial Debtors (the "**Pre-Sale Contracts**");

[1] Legal Description: LOT2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029; PID: 030-169-747.

d) granted certain enhanced powers and oversight to the Monitor (the "**Initial Enhanced Powers**"); and

e) granted the following charges on all of the Initial Debtors' Property (as defined in the Initial Order) other than the Exempt Lots (as defined below), in the following amounts and priority:

   i. first, a charge in the amount of $250,000 (the "**Administration Charge**") to secure the fees and disbursements of the Monitor and its legal counsel, Bennett Jones LLP ("**Bennett Jones**"); and

   ii. second, a charge up to the maximum principal amount of $700,000, plus interest, fees, and expenses thereon, in favour of the Interim Lender to secure advances made under the Interim Financing Facility (the "**Interim Lender's Charge**", together with the Administration Charge, the "**Charges**").

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

a) extended the Stay of Proceedings to and including July 31, 2026;

b) included the following parties as respondents in these proceedings:

   i. Lumina Eclipse GP Ltd. ("**Lumina GP**", and together with the Initial Debtors, the "**Developer**"), Lumina LP's general partner; and

   ii. D-Thind Development Beta Ltd. ("**D-Thind Beta**" and together with the Developer, the "**Debtors**"), the related-party general contractor of the Eclipse Project;

c) increased the maximum amount of the Administration Charge to $500,000;

d) approved 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 Facility to $25,750,000, plus interest, fees and expense;

e) increased the Interim Lender's Charge to the maximum aggregate amount of $25,750,000, plus interest, fees and expenses;

f) lifted the Stay of Proceedings with respect to 13 strata lots[2] (collectively, the "**Exempt Lots**") and authorized the sale and marketing of the Exempt Lots in the ordinary course of business;

g) included additional provisions to enhance the Monitor's access to the Property and Books and Records (each as defined in the TARIO); and

h) expanded the Initial Enhanced Powers (the "**Enhanced Powers**"),[3] which authorized the Monitor to, among other things:

   i. market, sell and/or dispose of the Property in accordance with the TARIO or any subsequent order of the Court;

   ii. cause the Developer to take such steps as the Monitor determines may be reasonably necessary or appropriate to comply with REDMA; and

   iii. perform or cause the Developer to perform such functions, duties, and obligations, and enter into agreements as the Monitor deems necessary for the restructuring, including, but not limited to, the sale of the Property, the collection and distribution of Proceeds (as defined in the TARIO), and the continuation of the Developer's business and development projects.

5. On October 17, 2025, the Court granted 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 September 26, 2025 (the "**MLA Agreement**"), between the Monitor and McNeill, Lalonde and Associates Inc. ("**MLA**");

[2] Municipal Addresses: (i) 2311 Beta Ave, Burnaby, BC – Units 3702, 3703, 3803; Parcel Identifiers: 031-256-449, 031-256-457, 031-256-503; and (ii) 2351 Beta Ave, Burnaby, BC – Units TH101, TH102, TH104, TH106, 2601, 2603, 2604, 2702, 2703, 2704; Parcel Identifiers: 031-256-538, 031-256-546, 031-256-562, 031-256-597,031-258-662, 031-258-689, 031-258-697, 031-258-719, 031-258-727, 031-258-735.

[3] The Enhanced Powers and the Monitor's duties and obligations under the TARIO, the CCAA or applicable law do not extend to the Exempt Lots.

b) approving the amended sale process (the "**Amended Sale Process**"), substantially as described in Section 5 of the Fourth Report of the Monitor dated September 30, 2025 (the "**Fourth Report**"); and

c) subject to the filing of a disclosure statement amendment pursuant to REDMA, authorizing the Monitor and MLA to carry out the Amended Sale Process in accordance with its terms and the terms of the Amended Sale Process Order, including, authorizing the Monitor to enter into sale agreements arising from the Amended Sale Process (each, a "**New Sale Agreement**") that satisfy the following conditions (collectively, the "**Sale Conditions**"):

   i. the Monitor is satisfied with the purchase price and other terms of the applicable New Sale Agreement;

   ii. the purchase price is not less than the applicable minimum price for the applicable unit, as outlined in the pricing schedule included in the report dated April 8, 2025 prepared by Rennie Project Marketing Corporation, 541823 B.C. Ltd., and Rennie & Associates Realty Ltd. (collectively, "**Rennie**") and attached to the Confidential Supplement to the Second Report of the Monitor dated April 8, 2025 (the "**Minimum Prices**"), subject to the Monitor's limited authority to adjust the Minimum Prices;

   iii. the applicable New Sale Agreement is entered into within eighteen months (18) months from the filing of the disclosure statement amendment filed by the Monitor under REDMA, which fifth amendment to the Disclosure Statement was filed on November 25, 2025 (the "**Fifth Amendment**"); and

   iv. KingSett consents to each New Sale Agreement.

6. Additional information on the Amended Sale Process and the Amended Sale Process Order is provided in the Fourth Report. Copies of the Amended Sale Process Order, the Fourth Report (without appendices) and the Fifth Amendment (without exhibits) are attached as **Appendices "A"**, **"B"** and **"C"**, respectively.

7. In addition to granting the TARIO on December 19, 2025, the Court granted the following orders to facilitate the Amended Sale Process and administration of these proceedings:

a) an order (the "**Ancillary Order**"), among other things:

i. authorizing and directing the Monitor to incorporate, or cause the applicable Debtor(s) to incorporate, as a subsidiary of one of Lumina LP, Beta View or Lumina GP, the Parking Tenant (as defined below) under the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCA**"), and to the extent required, permitting a representative of the Monitor (the "**Monitor's Representative**") to act as the Parking Tenant's sole director;

ii. authorizing and directing the Monitor and the Monitor's Representative, as applicable, to cause the applicable Debtor(s) and the Parking Tenant to execute a parking and storage lease agreement (the "**Parking and Storage Lease**"), substantially in the form attached to the Fifth Report of the Monitor dated December 8, 2025 (the "**Fifth Report**"); and

iii. authorizing the Monitor to complete and file, or cause the applicable Debtor to complete and file, the Strata Plan (as defined below) for the Eclipse Project to subdivide the Lands into strata lots (collectively, the "**Strata Lots**" and each, a "**Strata Lot**") and common property (the "**Common Property**") with the Land Title Office for the Land Title District of New Westminster (the "**LTO**");

b) an order (the "**LRO**"), among other things:

i. staying the rights of any person with a claim (each, a "**Lien Claimant**") under the *Builders Lien Act*, S.B.C. 1997, c. 45, as amended (the "**BLA**"), for the performance or provision of work for, or supply of materials and/or services to, the Eclipse Project, including, without limitation, any claim of lien asserted pursuant to subsections 2(1) and 4(9) of the BLA (each, a "**Lien Claim**"), from serving or registering a Lien Claim or preserving or perfecting a lien under the BLA with respect to the Eclipse Project, except in accordance with the procedures set out in the LRO;

ii. requiring that any Lien Claimant that wishes to assert a Lien Claim (each, an "**Asserting Lien Claimant**") in respect of the Eclipse Project deliver by email a notice in the form attached as Schedule "D" to the LRO (the "**Lien Notice**") within the time frame prescribed by the BLA to preserve its Lien Claim in respect of the Eclipse Project and/or the Post-Filing Holdback Amount (as defined in the LRO);

iii. granting a charge (the "**Lien Charge**") against: (1) the Eclipse Project in favour of any Asserting Lien Claimant that has delivered or is deemed to have delivered a Lien Notice in respect of a Lien Claim that is a Pre-Filing Lien Claim (as defined in the LRO); and (2) the Eclipse Project and the Post-Filing Holdback Amount in favour of any Asserting Lien Claimant that has delivered or is deemed to have delivered a Lien Notice in respect of a Lien Claim that is a Post-Filing Lien Claim (as defined in the LRO), in each case, equivalent to, and only to the extent of, any security granted in respect of such Lien Claim under the BLA; and

iv. declaring that the priority of any Lien Charge shall: (1) with respect to other Lien Charges arising under the LRO, have priority equal to the priority granted to and among Lien Claims under the BLA; (2) rank subordinate to the Administration Charge and Interim Lender's Charge; and (3) have such priority with respect to other creditors of the Debtors as is accorded to Lien Claims under the BLA and the federal laws of Canada applicable in British Columbia; and

c) an order (the "**Holdback Release Order**"), among other things:

i. authorizing the Monitor to pay, for and on behalf of the applicable Debtor: (1) the Post-Filing Holdback Amount to the Post-Filing Holdback Parties (as defined in the Fifth Report) in the amounts set out in Appendix "Q" to the Fifth Report or such other amounts as may be agreed by the Monitor, KingSett and the Post-Filing Holdback Parties; and (2) any additional holdback amount pursuant to the BLA owing to a Post-Filing Holdback Party for the period following the Filing Date, where such Post-Filing Holdback Party has fully completed its scope of work in relation to the Eclipse Project, as determined by the Monitor, such Post-Filing Holdback Party is not required by the Debtors' construction manager, Brasfield Builders Ltd. ("**Brasfield**"), for continued construction of the Eclipse Project, and satisfaction of the Holdback Release Conditions (as defined in the Fifth Report); and

ii. upon payment of the Post-Filing Holdback Amount to the Post-Filing Holdback Parties, deeming all of the requirements of the BLA, and all of the obligations of the Monitor and the Debtors, in respect of, or in connection with, the Post-Filing Holdback Amount, any other holdback required to be retained by the Monitor or any of the Debtors (or any of them) under the BLA, or any holdback required under the *Strata Property Act*, S.B.C. 1998, c. 43, as amended (the "**SPA**") in respect the Eclipse Project, to have been complied with.

8. Additional information regarding the Ancillary Order, the LRO, the Holdback Release Order, and the TARIO is included in the Fifth Report. Copies of the TARIO, the Ancillary Order, the LRO, the Holdback Release Order, and the Fifth Report (without appendices) are attached as **Appendices "D"**, **"E"**, **"F"**, **"G"**, and **"H"**, respectively

## 1.1 Purposes of this Sixth Report

1. The purposes of this Sixth report (this "**Sixth Report**") are to:

   a) provide an update on the status of these proceedings and the Eclipse Project;

   b) report on the Debtors' interim statement of receipts and disbursements for the period January 8, 2025 to March 30, 2026 (the "**Interim SRD**");

   c) summarize the Monitor's activities since the Fifth Report; and

   d) provide the Monitor's recommendations in respect of its application for the following relief:

      i. an order (the "**AVO**"), among other things:

         1. authorizing the Monitor to sell, pursuant to any Pre-Sale Contracts or any New Sale Agreements that satisfy the Sale Conditions (each such New Sale Agreement or Pre-Sale Contract being referred to as a "**Sale Agreement**" and each transaction, a "**Unit Transaction**" and collectively, the "**Unit Transactions**"), any and all of the Strata Lots that comprise the Lands, including all fixtures and chattels, in each case, as designated and described in the applicable Sale Agreement (each, a "**Purchased Unit**" and collectively, the "**Purchased Units**"), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith;

2. upon delivery by the Monitor to the applicable purchaser(s) (each, a "**Purchaser**" and collectively, the "**Purchasers**") of a certificate substantially in the form attached as Schedule "C" to the AVO (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 (each as defined in the AVO);

3. authorizing and directing Richards Buell Sutton LLP ("**RBS**") to release and transfer all deposits and interest thereon currently held in trust by it, as trustee or stakeholder, in connection with the Pre-Sale Contracts (collectively, the "**Deposits**") to Bennett Jones, in trust; and

4. authorizing and directing Bennett Jones to release and transfer the Deposits received from RBS in accordance with subsection 18(2) of REDMA, and any further Order of the Court; and

ii. an order (the "**Distribution Order**"), among other things:

1. subject to such holdbacks as the Monitor considers necessary or appropriate to satisfy the Debtors' incurred and estimated post-filing obligations and any clams that rank in priority to the Charges, and to fund these proceedings, authorizing and directing the Monitor to make one or more distributions, payments or adjustments (collectively, the "**Distributions**") from the purchase price paid for each Purchased Unit approved pursuant to the AVO, 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; and

2. approving the activities of the Monitor, as set out in this Sixth Report.

## 1.2 Scope and Terms of Reference

1. In preparing this Sixth Report, the Monitor has relied upon: (i) certain unaudited financial information, books and records, and other information provided by KingSett, Brasfield, MLA, and representatives of Thind Properties Ltd. ("**Thind**"), an entity related to the Debtors; (ii) publicly available information; and (iii) discussions with KingSett, representatives of Thind, MLA, and Brasfield.

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

### 1.3 Currency

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

### 1.4 Court Materials

1. Affidavit #1 of Daniel Pollack sworn January 6, 2025 (the "**Affidavit**") in support of KingSett's CCAA petition, together with the report to Court prepared by KSV in its capacity as proposed Monitor dated January 7, 2025, the First Report of the Monitor dated January 14, 2025, the Second Report of the Monitor dated April 8, 2025, the Supplement to the Second Report of the Monitor dated April 15, 2025, the Third Report of the Monitor dated July 9, 2025, the Fourth Report, and the Fifth Report (collectively, the "**Previous Reports**"), provide additional background information regarding the Debtors and their businesses, as well as the reasons for the commencement of these proceedings. Court materials filed in these proceedings, including the Affidavit and the Previous Reports are available on the Monitor's website at www.ksvadvisory.com/experience/case/beta-view-homes (the "**Case Website**").

## 2.0 Background

1. The Debtors consist of Beta View, Lumina LP, Lumina GP, and D-Thind Beta, each of which is a single-purpose entity that shares common management. Beta View, Lumina GP, and D-Thind Beta are corporations incorporated pursuant to the BCA. Lumina LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended, of which Lumina GP is the general partner.

## 2.1 The Eclipse Project

1. Lumina LP and Beta View are the beneficial and registered owners, respectively, of the Eclipse Project, a 34-story development intended to comprise 329 strata units (collectively, the "**Eclipse Units**"). At the date of the Initial Order, construction was approximately 95% complete, with approximately 232 of the Eclipse Units being subject to Pre-Sale Contracts. The remaining 97 Eclipse Units are not subject to agreements of purchase and sale. The original outside date under each of the Pre-Sale Contracts was December 17, 2025 (the "**Outside Date**"), which date was permitted to be, upon notice to the Pre-Sale Purchasers, extended by Lumina LP by up to 250 days, and thereafter, by up to an additional 110 days.

2. On October 31, 2024, KingSett learned that WBI Home Warranty Ltd., the new home warranty insurer for the Eclipse Project, would no longer provide the mandatory 1-2-5-10 home warranty insurance on the Common Property and the Units ("**New Home Warranty Insurance**") considering the Developer's financial condition. As a result of the New Home Warranty Insurance being suspended, on November 14, 2024, the City of Burnaby suspended the building permit for the Eclipse Project (the "**Building Permit**"), halting construction.

### 2.1.1 Recommencement of Construction

1. As outlined in the Previous Reports, to reinstate the Building Permit, the Monitor, KingSett Real Estate Mortgage LP No. 3, and National Home Warranty Services, on behalf of Aviva Insurance Company of Canada ("**Aviva**"), entered into the following agreements:

   a) a Terms and Conditions Letter dated March 11, 2025, outlining the terms and conditions (the "**New Home Warranty Conditions**") on which Aviva would provide the New Home Warranty Insurance on the Common Property and Units;

   b) a Builder Agreement and Indemnity dated March 13, 2025 (the "**Builder Agreement**"), which outlined the obligations of the Monitor, Aviva, and KingSett under the New Home Warranty Insurance policy; and

   c) an Acknowledgement and Agreement dated March 28, 2025 (the "**Acknowledgement Agreement**"), wherein the Monitor and KingSett acknowledged and agreed that the first $2,500,000 of net sales proceeds derived from sales of Purchased Units will be paid in priority to Aviva, to be held as cash collateral (the "**Home Warranty Cash Collateral**"), pursuant to the terms of the Builder Agreement.

2. After extensive efforts and following the satisfaction of the New Home Warranty Conditions, the New Home Warranty Insurance and Building Permit were reinstated on April 11, 2025.

3. After obtaining the New Home Warranty Insurance and reinstating the Building Permit, and upon the issuance of the SARIO, the Monitor, with the assistance of Brasfield, began negotiating and entering into agreements with various critical trades, suppliers, consultants, and other subcontractors (collectively, the "**Subcontractors**") required to complete construction on the Eclipse Project.

### 2.1.2 Extension of Outside Date

1. As noted in the Fifth Report, although construction at the Eclipse Project had advanced significantly by early-December 2025, substantial completion of the Eclipse Project would not occur in December 2025. As a result, the Monitor, for and on behalf of the Developer, exercised the option to extend the Outside Date for all Pre-Sale Contracts by 250 days to August 24, 2026, by way of a notice to Pre-Sale Purchasers dated November 24, 2025 (the "**November 24th Notice**").

2. The November 24th Notice was distributed by MLA on December 1, 2025. A copy of the November 24th Notice is attached as **Appendix "I"**.

## 2.2 Creditors

1. As detailed in the Fifth Report, the Debtors' creditors include:

   a) **KingSett** – the Debtors' primary secured creditor owed, as of December 8, 2025, approximately $225.7 million, plus interest and costs, pursuant to:

      i. a first mortgage loan in the principal amount of $124 million (the "**KingSett First Mortgage Loan**"), which is secured by, among various other security, a site-specific general security agreement dated June 30, 2021, granted by Beta View over its personal property in connection with the Eclipse Project, a mortgage and assignment of rents dated March 14, 2024, in the principal amount of $124 million, registered against the Lands (the "**KingSett First Mortgage**"), and a beneficial owner's direction, acknowledgment, and security agreement dated March 2024, granted by the Initial Debtors, in favour of KingSett;[4]

[4] As described in the Affidavit of Daniel Pollack sworn December 9, 2025, interest accrues on the KingSett First Mortgage Loan at a rate of $25,076.59 per day.

ii. a second mortgage loan comprising two facilities in the aggregate principal amount of $65.4 million (the "**KingSett Second Mortgage Loan**"), which is secured by, among various other security, a general security agreement dated June 30, 2021, granted by Beta View over its personal property in connection with the Eclipse Project, a mortgage dated August 7, 2024, in the principal amount of $70 million, registered against the Lands (the "**KingSett Second Mortgage**"), and a beneficial owner's direction, acknowledgment, and security agreement dated August 16, 2024, granted by the Initial Debtors, in favour of KingSett;[5] and

iii. cash in lieu of letter of credit commitments in the approximate amount of $9.7 million;[6]

b) **Canada Revenue Agency** – owed approximately $12 million pursuant to a judgment obtained by the Canada Revenue Agency (the "**CRA**") on June 30, 2024, and registered against the Lands on or about December 16, 2024; and

c) **Other creditors** – owed a total of approximately $8.59 million (based on the Debtors' records), consisting of: (i) approximately $5.95 million owing to Subcontractors that had performed or provided work for, or supplied materials and/or services to, the Eclipse Project;[7] and (ii) approximately $2.64 million owing to realtors and various other suppliers and vendors.

2. In addition, Westmount West Services Inc. ("**Westmount**") has a mortgage and assignment of rents registered against the Lands in the principal amount of $50 million (the "**Westmount Mortgage**"), in connection with a deposit protection contract facility (the "**Deposit Protection Facility**" and the obligations thereunder, the "**Westmount Indebtedness**") from Westmount, as agent for and on behalf of Aviva and Liberty Mutual Insurance Company. The payment and performance of the Westmount Indebtedness are also secured by, among other security, an equitable mortgage and estoppel agreement dated May 20, 2022, granted by the Initial Debtors in favour of Westmount and a location specific security agreement dated May 20, 2022, executed by the Initial Debtors in favour of Westmount.

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[5] As described in the Affidavit of Daniel Pollack sworn December 9, 2025, interest accrues on the KingSett Second Mortgage Loan at a rate of $31,652.60 per day.

[6] As described in the Affidavit of Daniel Pollack sworn December 9, 2025, interest accrues on the cash in lieu of letter of credit commitments at a rate of $2,275.32 per day.

[7] Approximately $3,222,000 of the $5,950,000 outstanding relates to holdbacks owing to Subcontractors, which amounts were not retained by the Debtors in a holdback account (or otherwise) as contemplated under the BLA.

3. As described in greater detail in the third amended and restated subordination and standstill agreement dated March 19, 2024 (the "**Subordination Agreement**"), among, *inter alios*, KingSett and Westmount, and subject to its terms (including with respect to the priority of claims concerning Deposit Monies (as defined in the Subordination Agreement), the Westmount Mortgage is subordinate to the KingSett First Mortgage, and the KingSett Second Mortgage is subordinate to the Westmount Mortgage.

### 2.3 Security Opinion and Judgment

1. As set out in the Fifth Report, the Monitor's independent counsel[8] conducted a review of the security granted by Lumina LP, Beta View, and/or Lumina GP, as applicable, in favour of KingSett and Westmount in respect of the KingSett Indebtedness and the Westmount Indebtedness, respectively. Subject to the customary qualifications and assumptions set out therein, the Monitor's independent counsel has provided written opinions that:

   a) the security granted by Lumina LP, Beta View, and/or Lumina GP, as applicable, in favour of KingSett and Westmount, respectively, constitutes valid security, enforceable in accordance with its terms, perfected, where necessary by registration;

   b) each of the applicable mortgages in favor of KingSett securing the KingSett First Mortgage Loan and the KingSett Second Mortgage Loan, including the KingSett First Mortgage and the KingSett Second Mortgage, as well as the Westmount Mortgage constitutes a valid, fixed, and specific charge on the Lands as of the date of the opinion;

   c) subject to the Subordination Agreement (including with respect to the priority of claims concerning Deposit Monies) and the Acknowledgement Agreement, the security granted in favour of KingSett securing the KingSett First Mortgage Loan has priority over the security granted in favour of Westmount securing the Deposit Protection Facility; and

   d) the Westmount Mortgage has priority over, among other mortgages granted in favour of KingSett, the KingSett Second Mortgage.

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[8] Bennett Jones was involved in registering KingSett's security for the KingSett Indebtedness. To avoid any potential conflicts, the Monitor therefore retained Redpoint Law LLP to provide the security opinions discussed herein.

2. On December 19, 2025, the Court granted an order (the "**Judgment Order**") confirming the validity and priority of certain of the security granted in connection with the KingSett Indebtedness and the relevant legal priorities among the Charges, the KingSett First Mortgage, the Westmount Mortgage, and the KingSett Second Mortgage. Further, the Court granted judgment against the Developer in favour of KingSett in the amount of $225,737,348.09. A copy of the Judgment Order is attached as **Appendix "J"**.

3. At this time, the proceeds of the Purchased Units are expected to be sufficient to satisfy, among other indebtedness, the obligations under the Interim Financing Term Sheet, the KingSett First Mortgage Loan, and the Deposit Protection Facility. The KingSett Second Mortgage Loan, however, is only anticipated to be partially repaid. As a result, no recovery for subordinate creditors, including Lien Claimants (save for the Post-Filing Holdback Parties), is expected.

# 3.0 Update on the Eclipse Project

1. As noted in the Fifth Report, the effective implementation of the AVO and the Distribution Order and continuation of the Amended Sale Process, requires:

   a) the Parking Tenant be formed and the Parking and Storage Lease (as defined below) to be entered into;

   b) the Strata Plan to be filed; and

   c) an occupancy permit to be issued for the Eclipse Project (the "**Occupancy Permit**").

## 3.1 Parking Tenant and Parking and Storage Lease

1. As described in the Fifth Report, the creation of the Parking Tenant was required to provide an orderly and legally workable structure through which the parking stalls (the "**Stalls**") and the storage lockers (the "**Lockers**") within the underground parking facility of the Development could be dealt with in connection with the closing of Unit Transactions. In accordance with the Ancillary Order, the Monitor therefore:

   a) incorporated 1572588 B.C. Ltd. (the "**Parking Tenant**") on January 13, 2026, to administer the parking and storage rights required for the closing of the Unit Transactions, with the Monitor's Representative acting as the Parking Tenant's sole director for the purpose of executing the Parking and Storage Lease; and

b) entered into the Parking and Storage Lease with the Parking Tenant on March 16, 2026 (the "**Parking and Storage Lease**"), with respect to the Stalls and Lockers.

2. Copies of the Parking Tenant's Certificate of Incorporation and the Parking and Storage Lease are attached as **Appendices** "**K**" and **"L"**, respectively.

### 3.2 Strata Plan

1. As described in the Fifth Report, the filing of a strata plan is necessary to: (i) subdivide the Lands into the Strata Lots and Common Property; and (ii) create a strata corporation for the Eclipse Project. The subdivision of the Lands into the Strata Lots and Common Property and the creation of a strata corporation for the Eclipse Project are both required to facilitate the closing of Unit Transactions.

2. Since the granting of the Ancillary Order, the Monitor, with the assistance of Bennett Jones, and in consultation with the City of Burnaby and KingSett, has taken steps to advance the preparation and filing of the strata plan. These steps have included coordinating the preparation of the strata subdivision package, addressing the City of Burnaby and LTO requirements, and working with relevant parties to ensure that the documentation is in a form suitable for filing.

3. On March 20, 2026, following receipt of the required municipal approvals and executed documentation from the City of Burnaby, the strata subdivision application (the "**Subdivision Application**") was filed with the LTO to subdivide the Lands by registration of strata plan EPS12234 (the "**Strata Plan**") pursuant to the SPA. The current estimated examination date for the Strata Plan by the LTO is April 1, 2026. The Monitor understands that the LTO may issue a notice identifying one or more defects in connection with the Strata Plan, which, if applicable, will need to be resolved prior to registration. A copy of the Subdivision Application is attached as **Appendix "M"**.

4. In connection with the foregoing, the Monitor has also taken steps to establish the operational framework for the strata corporation known as "The Owners, Strata Plan EPS12234" (the "**Strata Corporation**"). These steps have included, among others, finalizing or working to finalize the following documents:

a) an Assignment and Assumption of Parking Lease between the Strata Corporation and the Monitor, for and on behalf of the Developer, pursuant to which the Monitor, for and on behalf of the Initial Debtors, will assign the Parking and Storage Lease to the Strata Corporation;

b) an Appointment, appointing the Monitor's Representative to exercise the powers and duties of the strata council of the Strata Corporation until the first annual general meeting;

c) an Assumption Agreement between the Strata Corporation and Beta View (the "**Assumption Agreement**"), pursuant to which the Strata Corporation will agree to assume the duties and obligations of Beta View under the encumbrances listed in Schedule "A" to the Assumption Agreement, with respect to the Common Property;

d) an Assignment and Assumption Agreement among the Strata Corporation, Beta View and the City of Burnaby, pursuant to which the Strata Corporation will agree to assume the duties and obligations of Beta View under the Alternative Transportation Covenant previously registered on title in respect of the Lands and expected, upon subdivision, to be registered on title to the Strata Lots and the Common Property;

e) an Assignment and Assumption Agreement among the Strata Corporation, Beta View, and the City of Burnaby, pursuant to which the Strata Corporation will agree to assume the duties and obligations of Beta View under the Public Art Covenant registered on title in respect of the Lands and expected, upon subdivision, to be registered on title to the Strata Lots and the Common Property;

f) a Marketing License Agreement between the Strata Corporation and the Monitor, for and on behalf of Lumina LP, pursuant to which the Strata Corporation has agreed to grant to the Monitor, for and on behalf of Lumina LP, and its affiliates, a license to carry out certain activities within the Eclipse Project, including the Common Property;

g) a Car Share Agreement between the Strata Corporation and Modo Co-operative whereby Modo Co-operative will provide the use of a car-share vehicle to the Strata Corporation for a period of five years;

h) a Car Share Reimbursement Agreement among the Strata Corporation, the City of Burnaby, and the Monitor, for and on behalf of Beta View, to establish the mechanism by which the persons who occupy the Strata Lots will be reimbursed for their use of a car-share vehicle;

i) a Transit Fare Reimbursement Agreement among the Strata Corporation, the City of Burnaby, and the Monitor, for and on behalf of Beta View, to establish the mechanism by which the persons who occupy the Strata Lots will be reimbursed for a portion or all of the fares incurred by them in purchasing transit passes for a set period;

j) an Agency Agreement between Tribe Management Inc. ("**Tribe**") and the Strata Corporation, pursuant to which Tribe will act as the strata manager for the Strata Corporation upon the first conveyance of a Strata Lot; and

k) the Strata Corporation's bylaws and interim budget.

5. The Monitor intends to continue to advance the documentation required to subdivide the Lands and create the Strata Corporation. The subdivision of the Lands and the creation of the Strata Lots is currently expected to be completed on or before April 8, 2026.

### 3.3 Occupancy Permit

1. On or around March 17, 2026, construction at the Eclipse Project was deemed to be substantially complete. Since then, Brasfield has been working diligently with the Subcontractors and the City of Burnaby to address the remaining items required for occupancy, including:

   a) performing final deficiency work;

   b) testing and commissioning building systems;

   c) completing outstanding municipal requirements; and

   d) submitting the necessary schedules and documentation required by the City of Burnaby to issue the Occupancy Permit.

2. As at the date of this Sixth Report, the Monitor understands that the final inspection from the City of Burnaby is scheduled for April 2, 2026. The issuance of the Occupancy Permit is contingent on the City of Burnaby confirming that all building, life safety, and related requirements have been satisfied. Brasfield will continue to work diligently with the City of Burnaby and the relevant Subcontractors to address these matters.

## 4.0 Prospective Approval and Vesting of Purchased Units

1. Under the proposed AVO, the Monitor is seeking prospective approval to sell the Purchased Units pursuant to the existing Pre-Sale Contracts and any New Sale Agreements arising from the Amended Sale Process, in each case, free and clear of all Claims and Encumbrances.

2. Prospectively approving the sale of, and vesting all Claims and Encumbrances from, the Purchased Units will obviate the need for the Monitor to bring hundreds of individual sale approval applications and significantly reduce the professional expenses incurred, and judicial resources exhausted, in these proceedings. Any savings in the professional expenses incurred in these proceedings, which are secured by the Administration Charge, will accrue to the Debtors' creditors.

3. The Monitor recommends that this Court issue the proposed AVO, prospectively approving each Unit Transaction and vesting all Claims and Encumbrances from each Purchased Unit upon the delivery of the applicable Monitor's Certificate, for the following reasons:

   a) consistent with the purposes of these proceedings, the TARIO expressly authorizes and empowers the Monitor to, among other things:

      i. cause the Debtors, subject to further order of the Court, to complete closings in respect of any part of parts of the Property comprising the Eclipse Project and the exclusive use of any and all parking stalls and/or storage lockers, and perform or cause the Debtors to perform such other functions or duties and enter or cause the Debtors to enter into any agreements or incur any obligations, as the Monitor considers necessary or desirable to facilitate or assist in such realization and/or sale of the Property; and

      ii. apply for any vesting or other orders the Monitor deems necessary or desirable to convey the Property or any part thereof;

b) each Sale Agreement and Unit Transaction is or will be, as applicable, the product of:

   i. the Developer and the Developer's former marketing agents, MLA and Rennie (together, in such capacities, the "**Former Sales Agents**"), marketing efforts prior to the commencement of these proceedings, which marketing efforts achieved an average price per square foot for the Eclipse Units higher than those reasonably achievable at this time; or

   ii. the Amended Sale Process, which was previously approved by this Court and provides a flexible, efficient and fair process for canvassing the market for potential purchasers and maximizing the value of the Eclipse Units that are not subject to Pre-Sale Contracts or that are subject to Pre-Sale Contracts but fail to close (collectively, the "**Remaining Units**");

c) as the proposed Amended Sale Process requires that all offers for the Remaining Units be submitted in substantially the same form of Sale Agreement and satisfy the Sale Conditions, all of the bids will conform, and be fairly compared relative to, standard criteria satisfactory to the Monitor;

d) the Minimum Prices required by the Sale Conditions, which were approved by this Court, will ensure the providence of each Unit Transaction and that the purchase prices paid for each Remaining Unit are commensurate with their market value;

e) the Sale Conditions' requirement to obtain the consent of KingSett – the Debtors' senior secured and fulcrum creditor, which is incentivized to obtain fair market value for each of the Remaining Units – to each Unit Transaction, and to enter into each Sale Agreement within eighteen months (18) of the filing of the Fifth Amendment, provide additional safeguards to ensure the efficacy, fairness and integrity of the Amended Sale Process from which the Unit Transactions in respect of the Remaining Units will materialize;

f) the prospective approval of the Unit Transactions will reduce the accrual of the substantial carrying costs associated with the Eclipse Project,[9] the professional costs of these proceedings and the use of judicial resources, will facilitate the efficient sale of the Remaining Units, for the benefit of the Debtors' creditors, and, in the Monitor's view, will provide a superior result to that which could be achieved in a bankruptcy;

g) each Purchaser will reasonably expect to receive their Purchased Unit free and clear of all Claims and Encumbrances, except for certain permitted encumbrances, as is customary;

h) as set out in the notice to Pre-Sale Purchasers dated September 18, 2025 (the "**September 18th Notice**") attached as **Appendix "N"**, all Pre-Sale Purchasers have been advised of the Monitor's intention to obtain an order from the Court authorizing the Monitor, for and on behalf of the applicable Debtors, to transfer each Purchased Unit free and clear of Claims and Encumbrances. In addition, the Monitor intends to send a further notice to the Pre-Sale Purchasers, as soon as practicable following the issuance of this Sixth Report, among other things:

    i. providing a brief update on the Eclipse Project; and

    ii. advising of the Monitor's application scheduled for April 8, 2026;

i) the proposed AVO does not extinguish the Claims and Encumbrances and instead orders that such Claims and Encumbrances (other than any Lien Claims or Lien Charge) will attach to the net proceeds from the sale of each Purchased Unit;

j) subject to the Stay of Proceedings and other protections granted under the TARIO, the proposed AVO preserves all of the rights of Purchasers, the applicable Debtors, and the Monitor in respect of the Sale Agreements; and

k) the mortgagees with an economic interest in the net proceeds of sale of the Purchased Units have been provided with notice of the within application and do not oppose the granting of the proposed AVO.

[9] As noted above, as of December 2025, the KingSett Indebtedness alone accrues interest at a rate of approximately $59,005 per day, being approximately $413,032 per week or $1,770,150 per month.

## 5.0 Deposits

1. As of the date of the Initial Order, the Pre-Sale Purchasers had paid Deposits in the aggregate amount of approximately $24,512,254, of which approximately $21,022,002 was funded into the Eclipse Project and approximately $3,490,252 was (and remains) held in trust by RBS.

2. To facilitate the closing of the Unit Transactions, the proposed AVO authorizes and directs:

   a) RBS to transfer the Deposits and all interest thereon to Bennett Jones, in trust; and

   b) Bennett Jones to release, transfer, and/or deal with the Deposits received from RBS in accordance with subsection 18(2) of REDMA, the Sale Agreements, and any further order of the Court.

3. The Monitor submits that it is appropriate for this Court to authorize and direct the transfer of the Deposits as proposed under the AVO, given that:

   a) subsection 18(2)(h) of REDMA expressly authorizes a trustee, such as RBS, to release deposits held by it for the applicable developer and purchaser "in accordance with a court order";

   b) RBS is not opposed to the transfer of the Deposits;

   c) the Deposits and all interest thereon will be transferred to Bennett Jones, in trust, and will only be released in accordance with REDMA, the Sale Agreements, or further order of this Court;

   d) the proposed transfer of the Deposits and all interest thereon will facilitate the closing of each Unit Transaction and the Distributions;

   e) the Pre-Sale Contracts do not expressly prohibit RBS from complying with a Court order authorizing the transfer of the Deposits and all interest thereon in accordance with REDMA; and

   f) it avoids the need for the Monitor to use separate legal counsel (i.e., RBS) to administer the Deposits.

## 6.0 Distributions

1. The Monitor is seeking the proposed Distribution Order, authorizing and directing the Monitor, its counsel and other agents to make or cause to be made one or more Distributions from the purchase price paid for each Purchased Unit approved pursuant to the AVO, subject to such holdbacks as the Monitor considers necessary or appropriate to satisfy priority claims against each Purchased Unit and/or to fund these proceedings, including, without limitation, the Home Warranty Cash Collateral, the Monitor's fees and the fees of its counsel, as follows:

   a) to the CRA in respect of any GST required to be paid by the Monitor in connection with the closing of each Purchased Unit;

   b) to such parties as are applicable in respect of any administration fees, property tax arrears, strata fees and/or special levies (subject to sections 108 and 109 of the SPA), and such other customary disbursements for a transaction of a similar nature, in each case, in connection with the closing of each Purchased Unit;

   c) to MLA in respect of the commission and other fees payable pursuant to the MLA Agreement in connection with each Purchased Unit (the "**Compensation**"), and any GST thereon;

   d) to the Former Sales Agents and/or any cooperating brokerage (each, a "**Cooperating Brokerage**") in respect of the commission payable in connection with each Purchased Unit and any GST thereon, provided that, in each case, the Monitor has received such information, documentation or declaration as the Monitor considers necessary or appropriate to confirm the commission payable in connection with such Purchased Unit; and

   e) to KingSett, Westmount, and/or Aviva, in the order of priority, and in respect of the obligations, set out in the proposed Distribution Order.

2. The Monitor determined, in consultation with KingSett, that the cooperation of the Former Sales Agents and Cooperating Brokerages would be required to seamlessly close the Unit Transactions contemplated under the Pre-Sale Contracts and incentivize the participation of the Cooperating Brokerages in the Amended Sale Process. Accordingly, the Monitor obtained KingSett's consent – who by providing such consent is eroding its (and, as the fulcrum creditor, only its) recovery – to the making of Distributions to the Former Sales Agents and Cooperating Brokerages engaged in connection with the Pre-Sale Contracts pursuant to the proposed Distribution Order.

3. The Monitor recommends that the Court issue the proposed Distribution Order authorizing the Distributions, subject to and in accordance with the terms thereof, for the following reasons:

   a) the Distributions will facilitate the closing of the Unit Transactions approved and implemented pursuant to the AVO, reduce certain of the Debtors' material indebtedness and interest accrual and ensure the efficient administration of the Debtors' estates;

   b) each of the Distributions, other than those payable to the Former Sales Agents and any Cooperating Brokerage engaged in connection with a Pre-Sale Contract:

      i. is in respect of an obligation that is required to close a Unit Transaction;

      ii. is entitled to be paid or benefits from relevant legal priorities, including as they were determined pursuant to the Judgment Order; or

      iii. in the case of the Compensation to MLA and commission payable to Cooperating Brokerages in respect of any New Sale Agreement, is commensurate with the MLA Agreement;

   c) the Distributions to the Former Sales Agents and Cooperating Brokerages engaged in connection with the Pre-Sale Contracts will ensure their respective cooperation in the closing of the Unit Transactions contemplated under the Pre-Sale Contracts and avoid stymying Cooperating Brokerages' participation in the Amended Sale Process. KingSett, the Debtors' fulcrum creditor through the KingSett Second Mortgage Loan, will, in effect, be the party bearing and paying these amounts and is supportive of such Distributions;

d) pursuant to the proposed Distribution Order, the Monitor will be entitled to hold back such amounts as it considers necessary or appropriate to satisfy the Debtors' incurred and estimated post-filing obligations and any clams that rank in priority to the Charges, and to fund these proceedings and, as a result, will have access to sufficient monies to advance these proceedings; and

e) consistent with the Acknowledgement Agreement attached as **Appendix "O"**, the Monitor will direct the first $2,500,000 of net sales proceeds derived from sales of Purchased Units to Aviva to satisfy the Home Warranty Cash Collateral.

## 7.0 Interim Statement of Receipts and Disbursements

1. As at the date of this Sixth Report, the Monitor, for and on behalf of the Debtors, has borrowed $17,667,532 under the Interim Financing Facility. The Interim SRD is attached as **Appendix "P"**, a summary of which is as follows:

| Description | Note | Amount ($) |
|---|---|---|
| Receipts | | |
| Interim Financing Facility advances | | 17,667,532 |
| Other receipts | | 44,661 |
| | | **17,712,193** |
| Disbursements | | |
| Construction expenses | A | 12,447,356 |
| Professional fees | B | 1,403,096 |
| Sales taxes | C | 972,975 |
| Administrative expenses | D | 930,167 |
| Property taxes | E | 863,058 |
| New Home Warranty & BC Housing fees | F | 695,702 |
| | | **17,312,354** |
| **Ending cash balance** | | **399,839** |

2. The Monitor notes the following regarding the Interim SRD:

A. Construction expenses: include Brasfield's fees, amounts paid to Subcontractors, and other construction materials and costs;

B. Professional fees: includes fees of the Monitor and Bennett Jones up to October 31, 2025 and November 30, 2025, respectively;

C. Sales taxes: include GST, PST, and/or HST paid on disbursements;

D. <u>Administrative expenses</u>: include insurance, software license costs, security for the Eclipse Project site, permit costs, and other administration expenses;

E. <u>Property taxes</u>: relate to the payment of outstanding property taxes; and

F. <u>New Home Warranty and BC Housing fees:</u> represent premiums and fees paid to reinstate the New Home Warranty, including BC Housing fees.

## 8.0 Monitor's Activities

1. Since the Fifth Report, in addition to the items described above, the Monitor has, among other things:

   a) corresponded regularly with the Debtors' management team and representatives of Thind to obtain information concerning the Debtors and the Eclipse Project;

   b) corresponded extensively with Bennett Jones, KingSett, and Brasfield regarding all aspects of these proceedings and the Eclipse Project;

   c) with the assistance of Brasfield, engaged in extensive discussions with the Subcontractors regarding the Eclipse Project;

   d) negotiated and entered into change orders with various Subcontractors;

   e) corresponded extensively with MLA regarding the Amended Sale Process;

   f) engaged in extensive correspondence with various Pre-Sale Purchasers regarding the status of the Eclipse Project and these proceedings;

   g) corresponded with the CRA with respect to tax accounts and remittances;

   h) sought and obtained the Ancillary Order, the LRO, the Holdback Release Order, and the TARIO;

   i) worked with Bennett Jones to prepare the materials in respect of the relief sought by the Monitor on the within application;

   j) maintained the Case Website; and

   k) prepared this Sixth Report.

## 9.0 Conclusion and Recommendation

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

* * *

All of which is respectfully submitted,

**KSV RESTRUCTURING INC.,**
**solely in its capacity as Court-appointed monitor of**
**Beta View Homes Ltd., Lumina Eclipse GP Ltd.,**
**Lumina Eclipse Limited Partnership and D-Thind Development Beta Ltd., and**
**not in its personal or corporate capacity**

Per: Jason Knight
Managing Director

# APPENDIX G

## [ATTACHED]

ksv advisory inc.



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, AS AMENDED

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

# SEVENTH REPORT OF KSV RESTRUCTURING INC.
# AS MONITOR

May 4, 2026

## Contents Page

| Appendix | Tab |
|---|---|

## 1.0 Introduction

1. Pursuant to an initial order (the "**Initial Order**") pronounced by the Supreme Court of British Columbia (the "**Court**") on January 8, 2025 (the "**Filing Date**"), Lumina Eclipse Limited Partnership ("**Lumina LP**") and Beta View Homes Ltd. ("**Beta View**", and together with Lumina LP, the "**Initial Debtors**") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and KSV Restructuring Inc. ("**KSV**") was appointed as monitor of the Initial Debtors, with certain enhanced powers (in such capacity, the "**Monitor**").

2. These proceedings were initiated by KingSett Mortgage Corporation ("**KingSett**"), the Initial Debtors' largest secured and fulcrum creditor, which was then-owed in excess of $189 million (the "**KingSett Indebtedness**"), as a result of KingSett's concerns regarding the Initial Debtors' financial mismanagement and operational failures. The Initial Order was sought to stabilize the Initial Debtors' operations and management, secure necessary interim financing, complete construction of the Initial Debtors' most valuable asset, a 34-story development known as "Lumina Eclipse" (the "**Eclipse Project**" or the "**Development**") located at 2381 Beta Ave, Burnaby, British Columbia[1] (the "**Lands**"), and ensure the Pre-Sale Contracts (as defined below) related to the Eclipse Project could be closed as intended.

3. Pursuant to the Initial Order, the Court, among other things:

   a) granted a broad stay of proceedings (the "**Stay of Proceedings**") in favour of the Monitor and the Initial Debtors and their business and Property (as defined in the Initial Order) to and including January 18, 2025;

   b) ordered that during the Stay of Proceedings, no persons shall, among other things, fail to honour, alter, interfere with, repudiate, terminate, rescind or cease to perform any contract or agreement in favour of or held by the Initial Debtors, except with the prior written consent of the Monitor or leave of the Court;

[1] Legal Description: LOT2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029; PID: 030-169-747.

c) approved the terms of a non-revolving interim financing credit facility made available by KingSett (in such capacity, the "**Interim Lender**") in the amount of $18 million (the "**Interim Financing Facility**"), pursuant to the terms set out in the interim financing term sheet dated January 6, 2025 (the "**Interim Financing Term Sheet**");

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**") or take any steps that would otherwise trigger a pre-sale purchaser's (collectively, the "**Pre-Sale Purchasers**") right of recission under REDMA, and stayed any rights and remedies of Pre-Sale Purchasers to rescind their pre-sale contracts with the Initial Debtors (collectively, the "**Pre-Sale Contracts**");

e) granted certain enhanced powers and oversight to the Monitor (the "**Initial Enhanced Powers**"); and

f) granted the following charges on all of the Initial Debtors' Property other than the Exempt Lots (as defined below), in the following amounts and priority:

   i. first, a charge in the amount of $250,000 (the "**Administration Charge**") to secure the fees and disbursements of the Monitor and its legal counsel, Bennett Jones LLP ("**Bennett Jones**"); and

   ii. second, a charge up to the maximum principal amount of $700,000, plus interest, fees, and expenses thereon, in favour of the Interim Lender to secure advances made under the Interim Financing Facility (the "**Interim Lender's Charge**" and together with the Administration Charge, the "**Charges**").

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

a) extended the Stay of Proceedings to and including July 31, 2026;[2]

[2] The Stay of Proceedings had previously been extended to January 23, 2026 pursuant to an order (the "**Stay Extension Order**") granted on July 15, 2025.

b) included the following parties as respondents in these proceedings:

i. Lumina Eclipse GP Ltd. ("**Lumina GP**", and together with the Initial Debtors, the "**Developer**"), Lumina LP's general partner; and

ii. D-Thind Development Beta Ltd. ("**D-Thind Beta**" and together with the Developer, the "**Debtors**"), the related-party general contractor of the Eclipse Project;

c) increased the maximum amount of the Administration Charge to $500,000;

d) approved 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 Facility to $25,750,000, plus interest, fees and expenses;

e) increased the Interim Lender's Charge to the maximum aggregate amount of $25,750,000, plus interest, fees and expenses;

f) lifted the Stay of Proceedings with respect to 13 strata lots[3] (collectively, the "**Exempt Lots**") and authorized the sale and marketing of the Exempt Lots in the ordinary course of business;

g) included additional provisions to enhance the Monitor's access (the "**Enhanced Access Provisions**") to the Property and Books and Records (each as defined in the TARIO); and

h) expanded the Initial Enhanced Powers (the "**Enhanced Powers**"),[4] including to authorize the Monitor to, among other things:

i. market, sell and/or dispose of the Property, including any part or parts of the Property comprising the Eclipse Project and the exclusive use of any and all parking stalls and/or storage lockers, in accordance with the ARIO, the SARIO and the TARIO, as applicable, or any subsequent order of the Court;

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[3] Municipal Addresses: (i) 2311 Beta Ave, Burnaby, BC – Units 3702, 3703, 3803; Parcel Identifiers: 031-256-449, 031-256-457, 031-256-503; and (ii) 2351 Beta Ave, Burnaby, BC – Units TH101, TH102, TH104, TH106, 2601, 2603, 2604, 2702, 2703, 2704; Parcel Identifiers: 031-256-538, 031-256-546, 031-256-562, 031-256-597,031-258-662, 031-258-689, 031-258-697, 031-258-719, 031-258-727, 031-258-735.

[4] The Enhanced Powers and the Monitor's duties and obligations under the TARIO, the CCAA or applicable law do not extend to the Exempt Lots.

ii. cause the Developer to take such steps as the Monitor determines may be reasonably necessary or appropriate to comply with REDMA;

iii. subject to further order of the Court, complete closings in respect of part or parts of the Property comprising the Eclipse Project and the exclusive use of any and all parking stalls and/or storage lockers;

iv. disclaim, in accordance with the CCAA, any contracts of the Debtors; and

v. perform or cause the Developer to perform such functions, duties, and obligations, and enter into agreements as the Monitor deems necessary for the Debtors' restructuring, including, but not limited to, the sale of the Property (including the sale and closing of any or all parts of the Property comprising the Eclipse Project and the sale or assignment of the exclusive use of any and all parking stalls and/or storage lockers), the collection and distribution of Proceeds (as defined in the TARIO), and the continuation of the Developer's business and development projects.

5. In addition to granting the SARIO, the Court granted the following orders on April 16, 2025:

a) an order (the "**Sale Process Order**"), among other things:

i. authorizing and empowering the Monitor to enter into the Letter Agreement dated as of April 16, 2025, among the Monitor, Rennie Marketing Systems, by its partners Rennie Project Marketing Corporation and 541823 B.C. Ltd. (collectively, "**RMS**"), and Rennie & Associates Realty Ltd. (together with RMS, "**Rennie**") in the form attached as Appendix "B" (the "**Rennie Agreement**") to the Second Report of the Monitor dated April 8, 2025 (the "**Second Report**");

ii. approving the sale process, substantially as described in the Second Report (the "**Sale Process**"); and

iii. subject to the filing of a disclosure statement amendment pursuant to REDMA, authorizing the Monitor and Rennie to carry out the Sale Process in accordance with its terms and the terms of the Sale Process Order; and

b) an order (the "**Sealing Order**") sealing the Confidential Supplement to the Second Report of the Monitor dated April 8, 2025 (the "**Confidential Supplement**"), pending the filing of a Monitor's certificate evidencing the closing of the unit transaction for the last Eclipse Unit.

6. Following the Monitor's termination of the Rennie Agreement effective July 26, 2025, and the implementation of a request for proposal process, the Monitor sought and, on October 17, 2025, 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**" or "**MLA**") 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 (the "**Amended Sale Process**"), substantially as described in Section 5 of the Fourth Report; 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, including, entering into sale agreements arising from the Amended Sale Process (each, a "**New Sale Agreement**") that satisfy the following conditions (collectively, the "**Sale Conditions**"):

      i. the Monitor is satisfied with the purchase price and other terms of the applicable New Sale Agreement;

      ii. the purchase price is not less than the applicable minimum price for the applicable Eclipse Unit, as outlined in the pricing schedule included in the report prepared by Rennie and attached to the Confidential Supplement (the "**Minimum Prices**"), subject to the Monitor's limited authority to adjust the Minimum Prices;

      iii. the applicable New Sale Agreement is entered into within eighteen (18) months from the filing of the disclosure statement amendment filed by the Monitor under REDMA, which fifth amendment to the Disclosure Statement was filed on November 25, 2025 (the "**Fifth Amendment**"); and

      iv. KingSett consents to each New Sale Agreement.

7. In addition to granting the TARIO, on December 19, 2025, the Court granted, among other orders, an order (the "**Ancillary Order**") authorizing the Monitor to take certain steps required to facilitate the subdivision, sale, and closing of the Pre-Sale Units and the Remaining Units (each as defined below) during these proceedings, including:

a) incorporating the Parking Tenant (as defined below) under the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCA**"), and to the extent required, permitting a representative of the Monitor (the "**Monitor's Representative**") to act as the Parking Tenant's sole director;

b) executing a parking and storage lease agreement (the "**Parking and Storage Lease**"), substantially in the form attached to the Fifth Report of the Monitor dated December 8, 2025 (the "**Fifth Report**"); and

c) filing the Strata Plan (as defined below) to subdivide the Lands into strata lots (collectively, the "**Strata Lots**" and each, a "**Strata Lot**") and common property (the "**Common Property**") with the Land Title Office (the "**LTO**").

8. In anticipation of the Occupancy Permit (as defined below) and to facilitate the closing of the Pre-Sale Units and the Remaining Units and the distribution of the proceeds thereof, the Monitor obtained the following orders on April 8, 2026:

a) an order (the "**AVO**"), among other things:

i. authorizing the Monitor to sell, pursuant to any Pre-Sale Contracts or any New Sale Agreements that satisfy the Sale Conditions (each such New Sale Agreement or Pre-Sale Contract being referred to as a "**Sale Agreement**" and each transaction, a "**Unit Transaction**" and collectively, the "**Unit Transactions**"), any and all of the Strata Lots that comprise the Lands, including all fixtures and chattels, in each case, as designated and described in the applicable Sale Agreement (each, a "**Purchased Unit**" and collectively, the "**Purchased Units**"), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith;

ii. upon delivery by the Monitor to the applicable purchaser(s) (each, a "**Purchaser**" and collectively, the "**Purchasers**") of a certificate substantially in the form attached as Schedule "C" to the AVO (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 (each as defined in the AVO);

iii. authorizing and directing Richards Buell Sutton LLP ("**RBS**") to release and transfer all deposits and interest thereon currently held in trust by it, as trustee or stakeholder, in connection with the Pre-Sale Contracts (collectively, the "**Deposits**") to Bennett Jones, in trust; and

iv. authorizing and directing Bennett Jones to release and transfer the Deposits received from RBS in accordance with subsection 18(2) of REDMA, and any further order of the Court; and

b) an order (the "**Distribution Order**"), among other things, authorizing and directing the Monitor to make one or more distributions, payments or adjustments from the purchase price paid for each Purchased Unit approved pursuant to the AVO, 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.

9. No party or other stakeholder in these proceedings has opposed or has sought to vary, amend or appeal the Initial Order, the ARIO, the SARIO, the TARIO, the Sale Process Order, the Sealing Order, the Amended Sale Process Order, the Ancillary Order or the Distribution Order or sought to lift the Stay of Proceedings. Copies of the Initial Order, the ARIO, the SARIO, the Stay Extension Order, the TARIO, the Sale Process Order, the Sealing Order, the Amended Sale Process Order, the Ancillary Order, the AVO and the Distribution Order are attached as **Appendices "A"** to **"K"**, respectively.

10. This seventh report (this "**Seventh Report**") is filed in connection with applications brought by two groups of Pre-Sale Purchasers (the "**ATAC Applicants**" and the "**HG Applicants**", and collectively, the "**Applicants**") seeking, among other things, a declaration that their respective Pre-Sale Contracts are unenforceable against the Applicants by the Developer (together, the "**Purchasers' Applications**").

### 1.1 Purposes of this Seventh Report

1. The purposes of this Seventh Report are to provide an update regarding these proceedings, provide the Court with information regarding the practical, commercial, and economic implications of the relief sought by the Applicants, and the Monitor's recommendation that the Purchasers' Applications be denied. To that end, this Seventh Report:

a) provides background information regarding the Debtors and the Eclipse Project, and these proceedings, including the purposes for which they were commenced;

b) summarizes the efforts taken by the Monitor to recommence and complete construction of the Eclipse Project;

c) provides an update on the Eclipse Project and the completion of the Pre-Sale Contracts;

d) summarizes the Monitor's communications with the Pre-Sale Purchasers regarding the status of the Eclipse Project during these proceedings; and

e) provides the Monitor's views on, and reasons for opposing, the Purchasers' Applications.

## 1.2 Scope and Terms of Reference

1. In preparing this Seventh Report, the Monitor has relied upon: (i) certain unaudited financial information, books and records, and other information provided by KingSett, Brasfield Builders Limited ("**Brasfield**"), MLA, and representatives of Thind Properties Ltd. ("**Thind**"), an entity related to the Debtors; (ii) publicly available information; and (iii) discussions with KingSett, representatives of Thind, MLA, and Brasfield.

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

## 1.3 Currency

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

## 1.4 Court Materials

1. Affidavit #1 of Daniel Pollack made January 6, 2025 in support of KingSett's CCAA petition (the "**First Pollack Affidavit**"), together with the report to Court prepared by KSV in its then-capacity as proposed Monitor dated January 7, 2025 (the "**Pre-Filing Report**"), the First Report of the Monitor dated January 14, 2025, the Second Report, the Supplement to the

Second Report of the Monitor dated April 15, 2025, the Third Report of the Monitor dated July 9, 2025, the Fourth Report, the Fifth Report, and the Sixth Report of the Monitor dated March 30, 2026 (collectively, the "**Previous Reports**"), provide additional background information regarding the Debtors and their businesses, as well as the reasons for the commencement of these proceedings. Court materials filed in these proceedings, including the First Pollack Affidavit and the Previous Reports, are available on the Monitor's website at www.ksvadvisory.com/experience/case/beta-view-homes (the "**Case Website**").

## 2.0 Background

1. The Debtors consist of Beta View, Lumina LP, Lumina GP, and D-Thind Beta, each of which is a single-purpose entity that shares common management. Beta View, Lumina GP, and D-Thind Beta are corporations incorporated pursuant to the BCA. Lumina LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended, of which Lumina GP is the general partner.

### 2.1 Creditors

1. As detailed in the Previous Reports, the Debtors' creditors include:

   a) **KingSett** – the Debtors' primary secured and fulcrum creditor owed, as of December 8, 2025, approximately $225.7 million, plus interest and costs, pursuant to:

      i. a first mortgage loan in the principal amount of $124 million (the "**KingSett First Mortgage Loan**"), which is secured by, among various other security, a site-specific general security agreement dated June 30, 2021, granted by Beta View over its personal property in connection with the Eclipse Project, a mortgage and assignment of rents dated March 14, 2024, in the principal amount of $124 million, registered against the Lands (the "**KingSett First Mortgage**"), and a beneficial owner's direction, acknowledgment, and security agreement dated March 2024, granted by the Initial Debtors, in favour of KingSett;[5]

[5] As described in the Affidavit of Daniel Pollack made December 9, 2025, interest accrues on the KingSett First Mortgage Loan at a rate of $25,076.59 per day.

ii. a second mortgage loan comprising two facilities in the aggregate principal amount of $65.4 million (the "**KingSett Second Mortgage Loan**"), which is secured by, among various other security, a general security agreement dated June 30, 2021, granted by Beta View over its personal property in connection with the Eclipse Project, a mortgage dated August 7, 2024, in the principal amount of $70 million, registered against the Lands (the "**KingSett Second Mortgage**"), and a beneficial owner's direction, acknowledgment, and security agreement dated August 16, 2024, granted by the Initial Debtors, in favour of KingSett;[6] and

iii. cash in lieu of letter of credit commitments in the approximate amount of $9.7 million;[7]

b) **<u>Canada Revenue Agency</u>** – owed approximately $12 million pursuant to a judgment obtained by the Canada Revenue Agency on June 30, 2023, and registered against the Lands on or about December 16, 2024 (the "**CRA Judgement**"); and

c) **<u>Other creditors</u>** – owed a total of approximately $8.59 million (based on the Debtors' records), consisting of: (i) approximately $5.95 million owing to Subcontractors (as defined below) that had performed or provided work for, or supplied materials and/or services to, the Eclipse Project;[8] and (ii) approximately $2.64 million owing to realtors and various other suppliers and vendors.

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[6] As described in the Affidavit of Daniel Pollack made December 9, 2025, interest accrues on the KingSett Second Mortgage Loan at a rate of $31,652.60 per day.

[7] As described in the Affidavit of Daniel Pollack made December 9, 2025, interest accrues on the cash in lieu of letter of credit commitments at a rate of $2,275.32 per day.

[8] Approximately $3,222,000 of the $5,950,000 outstanding relates to holdbacks owing to Subcontractors, which amounts were not retained by the Debtors in a holdback account (or otherwise) as contemplated under the BLA.

2. In addition, Westmount West Services Inc. ("**Westmount**") has a mortgage and assignment of rents registered against the Lands in the principal amount of $50 million (the "**Westmount Mortgage**"), in connection with a deposit protection contract facility (the "**Deposit Protection Facility**" and the obligations thereunder, the "**Westmount Indebtedness**") from Westmount, as agent for and on behalf of Aviva Insurance Company of Canada ("**Aviva**") and Liberty Mutual Insurance Company (together with Aviva, the "**Surety**"), which Westmount Mortgage also secures the indebtedness, liabilities and obligations arising under or in connection with the New Home Warranty Insurance (as defined below). The Westmount Indebtedness is also secured by an indemnity agreement dated May 20, 2022, granted by the Developer, among others, in favour of Westmount and the Surety, an equitable mortgage and estoppel agreement dated May 20, 2022, granted by the Initial Debtors in favour of Westmount and a location specific security agreement dated May 20, 2022, executed by the Initial Debtors in favour of Westmount.

3. The priority among the KingSett First Mortgage, the Westmount Mortgage and the KingSett Second Mortgage is governed by a third amended and restated subordination and standstill agreement dated March 19, 2024 (the "**Subordination Agreement**"), among, *inter alios*, KingSett and Westmount, and an acknowledgment and agreement dated March 28, 2025 (the "**Acknowledgement Agreement**"), among KingSett, the Initial Debtors, Aviva and Westmount. Subject to the terms of the Subordination Agreement and the Acknowledgement Agreement, the Westmount Mortgage is subordinate to the KingSett First Mortgage, and the KingSett Second Mortgage is subordinate to the Westmount Mortgage.

### 2.1.1 Security Opinion and Judgment

1. As set out in the Fifth Report, the Monitor's independent counsel[9] conducted a review of the security granted by Lumina LP, Beta View, and/or Lumina GP, as applicable, in favour of KingSett and Westmount in respect of the KingSett Indebtedness and the Westmount Indebtedness, respectively. Subject to the customary qualifications and assumptions set out therein, the Monitor's independent counsel has provided written opinions that:

   a) the security granted by Lumina LP, Beta View, and/or Lumina GP, as applicable, in favour of KingSett and Westmount, respectively, constitutes valid security, enforceable in accordance with its terms, perfected, where necessary by registration;

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[9] Bennett Jones was involved in registering KingSett's security for the KingSett Indebtedness. To avoid any potential conflicts, the Monitor therefore retained Redpoint Law LLP to provide the security opinions discussed herein.

b) each of the applicable mortgages in favor of KingSett securing the KingSett First Mortgage Loan and the KingSett Second Mortgage Loan, including the KingSett First Mortgage and the KingSett Second Mortgage, as well as the Westmount Mortgage constitutes a valid, fixed, and specific charge on the Lands as of the date of the opinion;

c) subject to the Subordination Agreement and the Acknowledgement Agreement, the security granted in favour of KingSett securing the KingSett First Mortgage Loan has priority over the security granted in favour of Westmount securing the Deposit Protection Facility; and

d) the Westmount Mortgage has priority over, among other mortgages granted in favour of KingSett (collectively, the "**Collateral Mortgages**"), the KingSett Second Mortgage.

2. On December 19, 2025, the Court granted an order (the "**Judgment Order**"), among other things:

   a) confirming the validity and priority of certain of the security granted in connection with the KingSett Indebtedness and the relevant legal priorities among the Charges, the KingSett First Mortgage, the Westmount Mortgage, and the KingSett Second Mortgage; and

   b) granting judgment against the Developer in favour of KingSett.

3. A copy of the Judgment Order is attached **Appendix "L"**.

4. Provided the Purchased Units close as and when intended, the proceeds of the Purchased Units are expected to be sufficient to satisfy, among other indebtedness, the obligations under the Interim Financing Term Sheet, the KingSett First Mortgage Loan, and the Deposit Protection Facility. The KingSett Second Mortgage Loan, however, is anticipated to suffer a shortfall. As a result, no recovery for subordinate creditors, including Lien Claimants (save for the Post-Filing Holdback Parties (as defined in the Fifth Report)), or KingSett in respect of any of the Collateral Mortgages, is expected.

## 3.0 Eclipse Project

1. Lumina LP and Beta View are the beneficial and registered owners, respectively, of the Eclipse Project, a 34-story development intended to comprise 329 strata units (collectively, the "**Eclipse Units**").

2. At the date of the Initial Order, being January 8, 2025, construction of the Eclipse Project was approximately 95% complete, with approximately 232 of the Eclipse Units being subject to Pre-Sale Contracts (collectively, the "**Pre-Sale Units**"). The remaining 97 Eclipse Units were not then (and are not now) subject to agreements of purchase and sale (collectively, the "**Remaining Units**"). The original outside date under each of the Pre-Sale Contracts was December 17, 2025 (the "**Outside Date**"), which date was permitted to be, upon notice to the Pre-Sale Purchasers, extended by Lumina LP by up to 250 days (i.e., until August 24, 2026), and thereafter, by up to an additional 110 days (i.e., until December 11, 2026).

3. On October 31, 2024, KingSett learned that WBI Home Warranty Ltd., the new home warranty insurer for the Eclipse Project, would no longer provide the mandatory 1-2-5-10 home warranty insurance on the Common Property and the Eclipse Units ("**New Home Warranty Insurance**") considering the Developer's financial condition. As a result of the New Home Warranty Insurance being suspended, on November 14, 2024, the City of Burnaby suspended the building permit for the Eclipse Project (the "**Building Permit**"), halting construction.

4. As detailed in the Previous Reports, since the issuance of the ARIO, the Monitor, in consultation with KingSett, and with the support of Brasfield, has undertaken the following key activities to recommence and complete construction of the Eclipse Project to deliver the Pre-Sale Units to the Pre-Sale Purchasers:

   a) reinstating the Building Permit, which involved: (i) securing the New Home Warranty Insurance; (ii) registering the Eclipse Project with BC Housing; and (iii) submitting the required documents and fees to the City of Burnaby;

   b) obtaining access to critical information regarding the Eclipse Project;

   c) recommencing construction on the Eclipse Project; and

   d) completing construction of the Eclipse Project and obtaining the Occupancy Permit.

5. These critical activities are described in greater detail below.

### 3.1 Building Permit

1. As outlined in the Previous Reports, to reinstate the Building Permit, the Monitor, KingSett Real Estate Mortgage LP No. 3, and National Home Warranty Services, on behalf of Aviva, entered into the following agreements:

a) a Terms and Conditions Letter dated March 11, 2025, outlining the terms and conditions (the "**New Home Warranty Conditions**") on which Aviva would provide the New Home Warranty Insurance on the Common Property and Eclipse Units;

b) a Builder Agreement and Indemnity dated March 13, 2025 (the "**Builder Agreement**"), which outlined the obligations of the Monitor, Aviva, and KingSett under the New Home Warranty Insurance policy; and

c) the Acknowledgment Agreement, wherein the Monitor and KingSett acknowledged and agreed that the first $2,500,000 of net sales proceeds derived from sales of the Purchased Units will be paid in priority to Aviva, to be held as cash collateral, pursuant to the terms of the Builder Agreement.

2. After extensive efforts and following the satisfaction of the New Home Warranty Conditions, the New Home Warranty Insurance and Building Permit were reinstated on April 11, 2025.

### 3.2 Eclipse Data

1. Prior to the commencement of these proceedings, the Debtors utilized construction management software provided by Procore Technologies, Inc. ("**Procore**") to manage the Eclipse Project. The Procore software included data related to the Eclipse Project (the "**Eclipse Data**") that is critical to completing the Eclipse Project.

2. As a result of the Enhanced Access Provisions included in the SARIO, Procore and the Monitor, for and on behalf of the Debtors, entered into a Subscription and Services Agreement dated April 30, 2025, that, among other things, granted the Monitor access to the Eclipse Data.

### 3.3 Recommencement of Construction

1. After reinstating the New Home Warranty Insurance and the Building Permit, and obtaining the SARIO, the Monitor, in consultation with KingSett, and with the assistance of Brasfield, took the following steps to recommence construction on the Eclipse Project:

a) identifying outstanding issues required to be resolved to restart construction activities;

b) determining amounts outstanding for work performed prior to the Initial Order;

c) negotiating and entering into agreements with various critical trades, suppliers, consultants, and other subcontractors (collectively, the "**Subcontractors**") required to complete construction on the Eclipse Project, including:

i. approximately 35 Subcontractors previously retained by the Debtors who were deemed essential for the completion of the Eclipse Project; and

ii. approximately 17 new Subcontractors that had not previously been retained by the Debtors, who were essential to the completion of the Eclipse Project;

d) finalizing remobilization timelines and schedules with each of the Subcontractors; and

e) reviewing progress claims prepared by Concost Consultants Inc., the quantity surveyor retained by the Monitor, to oversee construction progress, address potential delays, and track costs against the Eclipse Project budget.

### 3.4 Completion of Construction and Occupancy

1. As detailed in the Fifth Report, after the issuance of the Ancillary Order, the Monitor, in consultation with KingSett, and with the assistance of Brasfield and Bennett Jones, performed the following activities, among others, that were required to obtain the occupancy permit for the Eclipse Project (the "**Occupancy Permit**") and begin closing the Unit Transactions:

   a) incorporating 1572588 B.C. Ltd. (the "**Parking Tenant**") on January 13, 2026, with the Monitor's Representative acting as the Parking Tenant's sole director;

   b) entering into the Parking and Storage Lease with the Parking Tenant on March 16, 2026, with respect to the parking stalls and storage lockers;

   c) following receipt of the required municipal approvals and executed documentation from the City of Burnaby, filing the strata subdivision application with the LTO to subdivide the Lands by registration of strata plan EPS12234 (the "**Strata Plan**") pursuant to the *Strata Property Act*, S.B.C. 1998, c. 43, as amended;

   d) establishing the operational framework for the strata corporation known as "The Owners, Strata Plan EPS12234" (the "**Strata Corporation**"), including entering into numerous agreements and creating the Strata Corporation's bylaws and interim budget; and

   e) entering into an Agency Agreement between Tribe Management Inc. ("**Tribe**") and the Strata Corporation, pursuant to which Tribe will act as the strata manager for the Strata Corporation upon the first conveyance of a Strata Lot.

2. On or around March 17, 2026, construction at the Eclipse Project was deemed to be substantially complete.

3. On April 10, 2026, after conducting its final inspection on April 2, 2026, the City of Burnaby issued the Occupancy Permit.

### 3.5 Construction and Administrative Costs

1. As at the date of this Seventh Report, the Monitor, for and on behalf of the Debtors, has borrowed $18,661,750 under the Interim Financing Facility to complete construction of the Eclipse Project and administer these proceedings, as summarized in the table below:

| **Description** | **Note** | **Amount ($)** |
|---|---|---|
| Construction expenses | A | 13,275,211 |
| Administrative expenses | B | 2,052,409 |
| Professional fees | C | 1,380,858 |
| Sales taxes | D | 1,004,993 |
| New Home Warranty & BC Housing fees | E | 717,939 |
| Total expenses | | 18,431,410 |
| **Remaining balance** | F | **230,340** |

2. The Monitor notes the following regarding the above table:

   A. Construction expenses: include Brasfield's fees, amounts paid to Subcontractors and consultants, and equipment rental costs;

   B. Administrative expenses: include insurance, software license costs, property taxes, security for the Eclipse Project site, permit costs, and other administration expenses;

   C. Professional fees: include the fees and disbursements of the Monitor and Bennett Jones;

   D. Sales taxes: includes GST, PST, and HST paid on disbursements;

   E. New Home Warranty and BC Housing fees: represent premiums and fees paid to reinstate the New Home Warranty Insurance, including BC Housing fees; and

   F. Remaining balance: represents amounts advanced under the Interim Financing Facility and held by Monitor for any unexpected construction or development related costs.

2. Copies of the Interim Financing Term Sheet and each amendment thereto are attached to the Agreed Statement of Facts between the HG Applicants and the Monitor, as exhibited to Affidavit #1 of Karen Buquet made April 28, 2026 (the "**Agreed Statement of Facts**"), as Documents #31-35.

## 4.0 Completion of Unit Transactions

1. Following the issuance of the AVO, the Monitor caused MLA to distribute Notices of Completion Date (the "**Completion Notices**") to certain Pre-Sale Purchasers beginning on April 11, 2026. Principally, the Completion Notices advise:

   a) that the City of Burnaby has issued the Occupancy Permit, the Pre-Sale Unit is "Ready to be Occupied", and the title to the Strata Lot has been issued by the LTO;

   b) of the Completion Date pursuant to the Pre-Sale Contract; and

   c) of the steps required by the Pre-Sale Purchaser to complete the Unit Transaction, including the delivery of closing funds and execution of closing documents.

2. The Monitor, in consultation with MLA, Bennett Jones, and KingSett, has continued to correspond with Pre-Sale Purchasers regarding the steps required to complete the Unit Transactions since the issuance of the initial Completion Notices.

3. Unit Transactions began closing on April 27, 2026, and have continued to the date of this Seventh Report. As of May 1, 2026, a total of 66 Pre-Sale Units have closed,[10] with aggregate Net Purchase Prices[11] of $48,762,394, resulting in aggregate net sale proceeds of approximately $46,683,684, summarized as follows:

| | Amount ($) |
|---|---|
| Aggregate Net Purchase Prices | 48,762,394 |
| Add: Aggregate adjustments[12] | 133,894 |
| Less: Aggregate commissions payable[13] | (2,212,604) |
| | (2,078,710) |
| **Aggregate Net Sale Proceeds** | **46,683,684** |

[10] A further 123 Unit Transactions are scheduled to close by the date of the hearing of the Purchasers' Applications, being May 11, 2026.

[11] Net Purchase Price = Purchase Price + Unit Upgrades – Purchaser Credits.

[12] Includes adjustments for property taxes, water utility fees, sewer use utility fees, a deposit administration fee payable to RBS and fees and interest associated with extensions granted to certain Pre-Sale Purchasers.

[13] Includes estimated commissions payable to Rennie, MLA, and cooperating brokerages.

## 5.0 Communications with Pre-Sale Purchasers

1. During these proceedings, the Monitor has corresponded extensively with the Pre-Sale Purchasers, including the Applicants, regarding the status of these proceedings and the anticipated completion and closing process for the Eclipse Project, including by way of:

   a) issuing and posting on the Case Website five (5) notices to Pre-Sale Purchasers (collectively, the "**Pre-Sale Purchaser Notices**"); and

   b) numerous communications issued by MLA, on behalf of the Monitor.

2. Pursuant to the Pre-Sale Purchaser Notices, the Monitor:

   a) advised on January 11, 2025 that: (i) the Initial Order, including the Stay of Proceedings, had been granted; (ii) the primary purposes of these proceedings were to stabilize the Initial Debtors, and provide the necessary funding to complete the Eclipse Project and deliver the Eclipse Units pursuant to the Pre-Sale Contracts; (iii) KingSett had committed to provide the Interim Financing Facility; (iv) all Pre-Sale Contracts remained valid and enforceable; and (v) the hearing of KingSett's application for the ARIO had been scheduled for January 16, 2025;

   b) advised on June 9, 2025 that: (i) the New Home Warranty Insurance and the Building Permit had been reinstated; (ii) substantial completion of the Development was expected within five to six months, subject to typical construction variables; and (iii) the Pre-Sale Contracts remained valid and enforceable and could not be terminated or rescinded absent the prior written consent of the Monitor or the Court;

   c) advised on September 18, 2025 that: (i) the Eclipse Project remained on track for substantial completion in December 2025, subject to typical construction variables; (ii) the Pre-Sale Contracts could not be terminated or rescinded absent the prior written consent of the Monitor or the Court; and (iii) the Monitor intended to seek an order authorizing the Monitor, on behalf of the Developer, to transfer each Purchased Unit free and clear of Claims and Encumbrances;

d) advised on November 24, 2025 that: (i) construction of the Development remained active and was progressing well; (ii) the Monitor had engaged MLA Canada Realty and MLA Fraser Valley Realty to manage completion support for all Pre-Sale Purchasers; and (iii) the Monitor, for and on behalf of Lumina LP, was exercising the option to extend the Outside Date of all Pre-Sale Contracts to August 24, 2026 (the "**November Pre-Sale Purchaser Notice**"); and

e) advised on March 31, 2026 that: (i) subject to the full registration of the Strata Plan and the issuance of the Occupancy Permit, Purchased Unit completions were expected to begin on or around April 24, 2026; and (ii) the Monitor intended to seek the AVO on April 8, 2026.

3. Copies of the Pre-Sale Purchaser Notices are attached to the Agreed Statement of Facts as Documents #16-20.

## 5.1 Fifth Amendment and Extension of the Outside Date

1. As noted in the First Report, by letter dated January 9, 2025 addressed to the Debtors' counsel, with a copy to the Monitor's counsel (the "**January 9 Letter**"), the British Columbia Financial Services Authority (the "**BCFSA**") requested that the Developer deliver a cease marketing undertaking by January 16, 2025, confirming that all marketing has ceased and will not resume until after an amendment to the disclosure statement has been filed. A copy of the January 9 Letter was attached to the First Report as Appendix "J".

2. On January 14, 2025, the Monitor's counsel acknowledged receipt of the January 9 Letter and confirmed that, subject to the granting of the ARIO and paragraph 11 thereof, the Monitor had no issue in principle with exercising its enhanced powers to cause the Developer to provide a cease marketing undertaking until an amendment to the disclosure statement was filed. A copy of the Monitor's counsel's correspondence with the BCFSA in this regard is attached to the Agreed Statement of Facts as Document #14.

3. On January 23, 2025, following the granting of the ARIO, the Monitor, for and on behalf of the Developer, delivered a cease marketing undertaking (the "**Cease Marketing Undertaking**") to the BCFSA, which was accepted by the BCFSA on January 24, 2025. A copy of the Cease Marketing Undertaking is attached to the Agreed Statement of Facts as Document #15.

4. As contemplated by the Amended Sale Process Order, the Monitor executed and filed the Fifth Amendment to the disclosure statement with the BCFSA, for and on behalf of the Developer, on November 25, 2025. A copy of the Fifth Amendment is attached to the Agreed Statement of Facts as Document #21.

5. Consistent with the Cease Marketing Undertaking and the direction of the BCFSA in the January 9 Letter, the Monitor caused the Developer to refrain from marketing the Eclipse Project between January 23, 2025, and November 25, 2025. During that time, the BCFSA did not request any further undertakings nor the earlier filing of a disclosure statement amendment, and no party or other stakeholder, including the Pre-Sale Purchasers and the BCFSA raised this as an issue before the Court at any hearings.

6. As noted in the Previous Reports, by mid-November 2025, although construction at the Eclipse Project had moved into its final stages, with work focused on completing the remaining Eclipse Units, finalizing building systems, and preparing the building for occupancy, the Monitor was advised that final occupancy and Pre-Sale Purchaser turnover would not occur by the then-current Outside Date. Accordingly, the Monitor, for and on behalf of the Developer:

   a) notified the Pre-Sale Purchasers, by way of the Fifth Amendment, that completion of construction would occur between January 15 and April 14, 2026; and

   b) exercised the option to extend the Outside Date for all Pre-Sale Contracts by 250 days to August 24, 2026, by way of the November Pre-Sale Purchaser Notice, which was distributed by MLA on December 1, 2025.

## 5.2 The Applicants’ First Outreach to the Monitor

1. Counsel to the ATAC Applicants and the HG Applicants first contacted the Monitor by letters dated December 29, 2025, and February 3, 2026 (the “**Initial Letters**”), respectively – approximately 12 and 13 months after the commencement of these proceedings. The Initial Letters principally asserted that the Applicants’ Pre-Sale Contracts were unenforceable and demanded the return of their Deposits.

2. Counsel to the Monitor responded to each of the Initial Letters by letters dated January 7, 2026 (the “**January Responding Letter**”) and February 9, 2026 (the “**February Responding Letter**”), advising that:

a) the Monitor was concerned that such Initial Letter and the allegations raised therein were veiled attempts to avoid the applicable Applicants' obligations under their respective Pre-Sale Contracts;

b) the TARIO prohibits the commencement or continuation of any action, suit or proceeding in any court or tribunal against or in respect of the Debtors or affecting their business or Property absent the prior written consent of the Monitor or leave of the Court;

c) the TARIO stays and suspends the exercise of all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entity, against or in respect of the Debtors or the Monitor, or affecting the Debtors' business or Property absent the prior written consent of the Monitor or leave of the Court; and

d) the TARIO precludes all persons from accelerating, suspending, discontinuing, failing to honour, altering, interfering with, repudiating, terminating, rescinding or ceasing to perform any right, renewal right, contract, agreement, licence, authorization or permit in favour of or held by the Debtors, absent the prior written consent of the Monitor or leave of the Court.

3. A copy of the January Responding Letter is attached as **Appendix "M"**. A copy of the February Responding Letter is attached to the Agreed Statement of Facts as Document #26.

4. The Monitor's counsel subsequently corresponded with counsel to the ATAC Applicants and the HG Applicants in advance of the Monitor's application for the AVO. In the case of the HG Applicants, the Monitor's counsel delivered a letter dated March 27, 2026 (the "**March Responding Letter**"), among other things:

a) reiterating the Monitor's view that the HG Applicants' ability to obtain a declaration under section 23 of REDMA that their respective Pre-Sale Contracts are unenforceable or to otherwise rely on section 23 of REDMA to avoid their respective obligations under such Pre-Sale Contracts is subject to the Stay of Proceedings and other protections granted under the TARIO;

b) confirming that the Monitor had not consented, and did not intend to consent, to the exercise of any right or remedy that the HG Applicants may have under REDMA or the commencement of any proceeding to enforce any such right or remedy;

c) advising that should the HG Applicants wish to rely on section 23 of REDMA, they must first seek leave of the Court to lift the Stay of Proceedings, which application for leave could be brought contemporaneously with an application for a declaration under section 23 of REDMA as to the enforceability of the HG Applicants' respective Pre-Sale Contracts; and

d) noting that the Monitor would vigorously oppose any application that imperils the success of these proceedings to the detriment of the Debtors and their creditors.

5. A copy of the March Responding Letter is attached to the Agreed Statement of Facts as Document #29.

## 6.0 The Purchasers' Applications

1. Following the hearing of the Monitor's application for the AVO, and the parties' agreement as to the appropriate time, forum and means of resolving the Applicants' asserted issues, the Applicants filed the Purchasers' Applications.

2. The Purchasers' Applications seek:

   a) a declaration that the Pre-Sale Contracts entered into by the Applicants are not enforceable against them by the Developer; and

   b) costs.

3. The Purchasers' Applications do <u>not</u> seek to lift the Stay of Proceedings, despite the Monitor advising the Applicants on the operation of, and therefore the need to seek an order lifting, the Stay of Proceedings. The Monitor has not provided its consent to lift the Stay of Proceedings.

4. The Purchasers' Applications are predicated on alleged breaches of REDMA that purportedly render the Applicants' Pre-Sale Contracts unenforceable, including alleged failures to disclose or amend the Developer's disclosure statement in respect of:

   a) the CRA Judgment;

   b) the Developer's financial condition;

   c) the Developer's alleged misuse or misappropriation of certain funds – allegations contained in the First Pollack Affidavit but, never substantiated;

d) the suspension of the New Home Warranty Insurance;

e) the suspension of the Building Permit; and

f) delays in the estimated completion of construction.

5. Substantially all such alleged breaches are based on events that preceded the commencement of these proceedings and were apparent by no later than January 6, 2025. Following the granting of the ARIO, the Monitor delivered the Cease Marketing Undertaking and complied with its terms as requested by the BCFSA.

6. The Purchasers' Applications are supported by Affidavit #1 of Chung Hei Wong, Affidavit #1 of Liping Ding and Affidavit #1 of Wai Thing Nicole Wong, each made April 7, 2026, and the Affidavit #2 of Liping Ding made April 30, 2026, in the case of the ATAC Applicants and, in the case of the HG Applicants, by Affidavit #1 of Masaki Matsumoto, Affidavit #1 of Mohammed Nadali, and Affidavit #1 of Nazila Ghorbani, each made April 24, 2026 (collectively, the "**Purchaser Affidavits**").

7. This Seventh Report does not, and does not intend to, address each allegation asserted in the Purchaser Affidavits, and to the extent any allegation is not addressed herein, it does not mean that the Monitor agrees with or accepts it. Instead, this Section 6.0 focuses on the Monitor's views on the appropriateness of the relief sought by the Applicants, having regard to:

a) the stated purposes of these proceedings since their inception – to stabilize the Debtors' operations and management, secure necessary interim financing, complete construction of the Eclipse Project, and ensure the Pre-Sale Contracts can be closed – and the CCAA more generally;

b) the scope and purposes of the Stay of Proceedings, which precludes the exercise of any right or remedy against or in respect of the Debtors or affecting the Debtors' business or Property, and enjoins all persons from accelerating, suspending, discontinuing, failing to honour, altering, interfering with, repudiating, terminating, rescinding or ceasing to perform any contract or agreement in favour of or held by the Debtors;

c) the status of and substantial progress made in these proceedings, which, following approximately 15 months of extensive effort and numerous orders of the Court, have culminated in the completion of the Eclipse Project and the commencement of the Unit Transactions' closings;

d) the purposes of the orders granted by the Court in these proceedings, including to facilitate the stabilization of the Debtors' business, the preservation of the Debtors' assets and the Pre-Sale Contracts, the marketing and realization of the Remaining Units, and to afford protection from the highly disruptive exercise of rights or remedies or the commencement or continuation of any proceedings against the Debtors or affecting their business or Property, and terminations or recissions or the failure to perform or honour contracts to which the Debtors are party, which orders have been relied upon by the Debtors, the Monitor, and the Debtors' creditors, including the Interim Lender; and

e) the relative prejudice to the parties and the practical and economic consequences of the relief sought on the Debtors' estates and creditors given that, as described in greater detail below:

   i. the purchase prices under the Pre-Sale Contracts exceed current market value and the marketing of any Pre-Sale Units that fail to close (collectively referred to as "**Unsold Pre-Sale Units**") would be constrained by current market conditions and inventory levels;

   ii. KingSett will suffer a shortfall on the KingSett Second Mortgage Loan before accounting for any exposure under the Deposit Protection Facility;

   iii. all Pre-Sale Purchasers are expected to receive the benefit of their contractual bargain;

   iv. closing the existing Pre-Sale Contracts presents the best means of maximizing the value of the Debtors' Property and preventing the incurrence of additional interest expense, professional and other fees, and other carrying costs; and

   v. if granted, the relief sought by the Applicants is likely to encourage other Pre-Sale Purchasers to refuse to close Unit Transactions and thereby destabilize these proceedings at a critical juncture and precipitate further value erosion to the significant detriment of the Debtors' creditors.

8. As demonstrated in Section 3.0 above, and consistent with the purposes of these proceedings and the various orders granted to date, the Monitor has worked extensively to complete the Eclipse Project, maximize the value of the Debtors' Property for the benefit of creditors and deliver the Purchased Units to Pre-Sale Purchasers pursuant to the Pre-Sale Contracts. The Purchasers' Applications, if granted, would, in the Monitor's view, undermine the purposes of these proceedings as well as the Monitor's efforts and the orders granted by the Court to date by converting valuable Pre-Sale Contracts into Unsold Pre-Sale Units that must be remarketed in the context of a challenging real estate market and insolvency – exacerbating the costs of, and protracting, these proceedings to the significant detriment of the Debtors and their creditors.

### 6.1 Current Market Conditions

1. The Monitor has considered the current expected value of the Pre-Sale Units (inclusive of any credits provided), in consultation with MLA, and in view of the pricing analysis and Minimum Prices set out in the Confidential Supplement.

2. The Pre-Sale Contracts were entered into at various times beginning in 2021, during a materially different market environment. At that time:

   a) pre-sale demand in the Greater Vancouver Area, including Burnaby, was materially stronger;

   b) interest rates were materially lower than current levels;

   c) purchaser financing conditions were more favourable; and

   d) investor and end-user demand for pre-sale condominium units was more robust.

3. As acknowledged in the Agreed Statement of Facts, the real estate market in Burnaby has deteriorated since the Pre-Sale Contracts were entered into. The current market is materially more challenging, particularly for completed or near-completed condominium inventory where purchasers have greater choice, financing affordability is constrained, and competing projects are offering incentives or price adjustments to attract buyers.

4. As demonstrated above, and as advised in the Previous Reports, the Developer's pre-filing marketing efforts achieved an average price per square foot for the Pre-Sale Units that is higher than those reasonably achievable at this time. Had that not been the case, the Monitor would have considered and if necessary, sought directions from the Court to disclaim the Pre-Sale Contracts. Accordingly, the economic benefit of the Pre-Sale Contracts is significant, as they preserve sale prices that, in the Monitor's view, cannot presently be replicated in the Amended Sale Process.

5. In addition, based on its discussions with MLA, the Monitor does not believe that the market in Burnaby can absorb a substantial number of additional units at pricing equivalent to the Pre-Sale Contracts without meaningful delay, purchaser incentives, and/or price reductions. If the Pre-Sale Units subject to the Purchasers' Applications were to be marketed and listed for sale, the Monitor expects that the aggregate proceeds ultimately realized from those Pre-Sale Units would be materially lower than the aggregate purchase prices under the applicable Pre-Sale Contracts. The resulting losses would be exacerbated by the additional costs and interest expense incurred while such Unsold Pre-Sale Units are remarketed and sold.

### 6.2 Impact on Recoveries and on KingSett's Indebtedness

1. The Purchasers' Applications create material risk for recoveries in these proceedings. KingSett is the Debtors' senior secured and fulcrum creditor and is expected to suffer a shortfall, before accounting for any exposure under the Deposit Protection Facility. The shortfall to be suffered by KingSett would be increased if the relief sought by the Applicants is granted as it would result in:

   a) **Reduced sale proceeds** – as discussed in Section 6.1 above, the completion of the Pre-Sale Contracts is expected to generate proceeds materially in excess of what the Monitor believes could be achieved through remarketing any Unsold Pre-Sale Units pursuant to the Amended Sale Process in the current market;

   b) **Increased accrued interest** – the Monitor has previously reported that the KingSett Indebtedness accrues interest at approximately $59,005 per day. Delays in closings directly increase the amount of the KingSett Indebtedness and reduce recoveries. Even where a Pre-Sale Unit is ultimately resold, the delay between a failed closing and a replacement closing, in and of itself, will result in interest and carrying costs and materially erode any sale proceeds; and

c) **Increased professional, administrative, and carrying costs** – in addition to accrued interest, the continuation of these proceedings results in ongoing costs, including, professional fees of the Monitor and Bennett Jones, costs associated with MLA and the Amended Sale Process, insurance, and property-related expenses related to any Unsold Pre-Sale Units and Remaining Units (i.e., strata fees, utilities, repairs and maintenance, and other costs required to preserve value). The risk is particularly significant where many Pre-Sale Units are affected. If the Purchasers' Applications result in their 32 Pre-Sale Units, among potentially others, being returned to inventory, the Monitor expects that those Pre-Sale Units could not all be sold quickly without very significant purchaser incentives and/or discounted pricing. In that time, the Debtors' estates would bear the cost of holding such Pre-Sale Units while the Amended Sale Process for the Unsold Pre-Sale Units and Remaining Units proceeds, New Sale Agreements are negotiated, and Unit Transactions are ultimately closed.

2. The reduction in sale proceeds and the contemporaneous increase in interest, professional administrative and carrying costs will adversely affect the Debtors' creditors – namely, KingSett as the Debtors' fulcrum creditor. It will do so notwithstanding that KingSett as the Interim Lender, through its provision of the Interim Financing Facility, has supported and made possible the Eclipse Project's completion, and thereby ensured the delivery of the Pre-Sale Units to Pre-Sale Purchasers, as bargained for, and the maximization of the value of the Debtors' Property.

### 6.3 Completion of the Pre-Sale Contracts

1. The Purchaser Affidavits allege that the Applicants would not have entered into, accepted assignments of, or continued with their Pre-Sale Contracts had certain matters been disclosed to them before the commencement of these proceedings. However, from the perspective of the current administration of the Debtors' estates, the Monitor believes that the Pre-Sale Purchasers are expected to receive the essential benefit of their bargain (i.e., their Pre-Sale Unit within the time period contemplated by their Pre-Sale Contract).

2. The Pre-Sale Contracts contemplated that Pre-Sale Purchasers would acquire residential strata units in the Eclipse Project. The Monitor has worked to complete the Eclipse Project and to deliver completed Pre-Sale Units to the Pre-Sale Purchasers. The AVO provides a mechanism for title to be conveyed free and clear of Claims and Encumbrances, except for permitted encumbrances, and, as demonstrated in Section 3.0 above, the Monitor has taken significant steps to ensure that parking, storage, strata, New Home Warranty Insurance, Deposit and closing mechanics are all addressed in an orderly manner.

3. The Eclipse Project has been substantially completed, the necessary construction and closing framework has been advanced, and the Monitor is working to facilitate closings in accordance with the AVO. In the Monitor's view, this outcome is materially better for Pre-Sale Purchasers as a group than an insolvency outcome in which the Eclipse Project remained incomplete, the Pre-Sale Contracts were not completed, and Pre-Sale Purchasers were left to assert claims against insolvent entities or under the Deposit Protection Facility.

### 6.4 The Monitor's Opposition to the Purchasers' Applications

1. For the reasons set out above and below, the Monitor opposes the relief sought in the Purchasers' Applications. In this regard, the Monitor notes that:

    a) in granting the Initial Order, the Court recognized the importance of providing parties, including the Debtors, the Monitor and the Interim Lender, with further certainty (in addition to already broad Stay of Proceedings) as to the value destructive risk of the exercise of certain rights or remedies or the imposition of certain obligations under REDMA;

    b) the practical effect of the Purchasers' Applications is, notwithstanding the broad Stay of Proceedings granted by the Court, to permit the Applicants to terminate, repudiate, avoid, cease to perform or fail to honour their respective obligations under the Pre-Sale Contracts to the detriment of the Debtors and their creditors;

    c) despite being apprised of the Monitor's position as to the application of the Stay of Proceedings, the Applicants have not sought to lift the Stay of Proceedings;

    d) the Pre-Sale Contracts represent a significant component of the value of the Eclipse Project and are expected to generate proceeds substantially above what could be achieved for the same Pre-Sale Units in the current market;

    e) the marketing of Unsold Pre-Sale Units will be, at best, challenging given current market conditions, existing inventory, purchaser financing constraints and the need to preserve market confidence in the Eclipse Project;

    f) KingSett is already expected to suffer a shortfall before accounting for any exposure under the Deposit Protection Facility, which will be exacerbated by reductions in the sale proceeds, delays in Pre-Sale Unit closings, and the increase interest, professional, administrative and other costs that will invariably attend re-marketing the Unsold Pre-Sale Units;

g) the potential engagement of the Deposit Protection Facility would not create value for the Debtors' estates and would instead add claims, including indemnity claims against the Debtors, complexity, and delay;

h) Pre-Sale Purchasers are expected to receive completed Eclipse Units in accordance with their respective Pre-Sale Contracts, with title conveyed through the Court-approved AVO free and clear of Claims and Encumbrances (save and except for permitted encumbrances);

i) notwithstanding that substantially all of the alleged breaches of REDMA were apparent by no later than January 2025, and despite being apprised of the Monitor's views as to the enforceability of the Pre-Sale Contracts as early as January 11, 2025, the ATAC Applicants and HG Applicants waited approximately 12 and 13 months, respectively, to assert that their Pre-Sale Contracts were unenforceable by the Developer and in that time, had the benefit of determining whether the real estate market would improve prior to electing to rely on section 23 of REDMA;

j) completing the existing Pre-Sale Contracts is the best means of maximizing the value of the Debtors' Property, while minimizing additional interest expense, professional fees, and carrying costs for units owned by the Debtors;

k) the Monitor is not aware of any principled reason why the Applicants should receive different treatment from the Debtors' other stakeholders, who have and continue to be precluded from exercising rights and remedies (whether statutory, contractual or otherwise) against, or terminating, repudiating, ceasing to performing or failing to honour contracts with, the Debtors, pursuant to the Stay of Proceedings;

l) as of May 1, 2026, the Monitor, for and on behalf of the Developer, had completed 66 Pre-Sale Unit Transactions; and

m) granting the relief sought by the Applicants will undermine the Court-approved realization strategy, encourage further challenges to closings by other Pre-Sale Purchasers, resulting in additional value erosion, disrupt and destabilize these proceedings at a critical juncture, result in an event of default under the Interim Financing Term Sheet, and introduce uncertainty for the Debtors and their creditors, which have relied upon the numerous steps taken, and orders obtained in, these proceedings to date.

2. The Monitor believes that the dismissal of the Purchasers' Applications, is necessary to protect and maximize the value of the Eclipse Project, avoid material prejudice to the Debtors' estates and stakeholders and is appropriate in the circumstances.

## 7.0 Monitor's Activities

1. Since the Sixth Report, in addition to the items described above, the Monitor has, among other things:

   a) corresponded regularly with the Debtors' management team and representatives of Thind to obtain information concerning the Debtors and the Eclipse Project;

   b) corresponded extensively with Bennett Jones, KingSett, and Brasfield regarding all aspects of these proceedings and the Eclipse Project;

   c) with the assistance of Brasfield, engaged in extensive discussions with the Subcontractors regarding the Eclipse Project;

   d) finalized the Strata Plan and coordinated the establishment and operational transition of the strata corporation, including working with the strata manager to ensure readiness for closings of the Pre-Sale Units;

   e) corresponded extensively with MLA regarding the Amended Sale Process and the closings of the Pre-Sale Units;

   f) engaged in extensive correspondence with various Pre-Sale Purchasers regarding the status of the Eclipse Project and these proceedings;

   g) sought and obtained the AVO and the Distribution Order;

   h) worked with Bennett Jones to prepare the materials in response to the Purchasers' Application;

   i) maintained the Case Website; and

   j) prepared this Seventh Report.

## 8.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that the Court:

   a) dismiss the Purchasers' Applications; and

   b) award the Monitor, for the benefit of the Debtors and their creditors, its costs of responding to the Purchasers' Applications.

* * *

All of which is respectfully submitted,

**KSV RESTRUCTURING INC.,**
**solely in its capacity as Court-appointed monitor of**
**Beta View Homes Ltd., Lumina Eclipse GP Ltd.,**
**Lumina Eclipse Limited Partnership and D-Thind Development Beta Ltd., and**
**not in its personal or corporate capacity**

Per: Jason Knight
Managing Director

# APPENDIX H

## [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

APPLICATION FOR JUDGMENT

| | | | |
|---|---|---|---|
| BEFORE | THE HONOURABLE JUSTICE MASUHARA | ) | 2025/12/19 |

ON THE APPLICATION of the Petitioner, coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on December 19, 2025.

AND ON READING Affidavit #1 of Daniel Pollack made on January 6, 2025 and Affidavit #2 of Daniel Pollack made on December 9, 2025; AND ON HEARING Mary Buttery, K.C. and Lucas Hodgson, counsel for KingSett Mortgage Corporation and those other counsel as set out in **Schedule "A"**.

**THIS COURT ORDERS AND DECLARES that:**

1. The mortgage registered in the New Westminster Land Title Office (the "**LTO**") as CB1229026 on March 26, 2024 (the "**First Mortgage**") granted by Beta View Homes Ltd. (the "**Nominee**") in favour of KingSett Mortgage Corporation ("**KingSett**"), constitutes a valid charge in favour of KingSett in priority to the interest therein or claims thereto of all Respondents and all persons claiming by, through, or under them, against the following lands legally described as LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029, PID 030-169-747 and municipally described as 2381 Beta Avenue, Burnaby, BC (the "**Property**"), subject only to the Administration Charge, as defined and granted in the Initial Order granted in these proceedings on January 8, 2025, as amended and restated on January 16, 2025 and April 16, 2025 (the "**ARIO**"), the Interim Lender's Charge, as defined and granted in the ARIO.

2. Notwithstanding paragraph 1 of this Order, the First Mortgage shall rank in priority to the mortgage and assignment of rents registered in the LTO as CB9317 and CB9318 against the Property on June 16, 2022 in favour of Westmount West Services Inc. (the "**Westmount Charges**"), with the exception, solely with respect to all deposit monies received from time to time from purchasers of residential units and accrued interest thereon (the "**Deposit Moneys**"), the Westmount Charges shall have priority for so long as, and only to the extent that, such Deposit Moneys are required to be retained in a designated trust account in the name of Richards Buell Sutton LLP, in which case the First Mortgage shall constitute a second charge and security interest in and to the Deposit Moneys only. At such time that any Deposit Moneys (or a portion thereof) are no longer required to be retained (the "**Releasable Deposits**"), then unless such funds (i) are released to the Nominee, Lumina Eclipse Limited Partnership and Lumina Eclipse GP Ltd. (collectively, the "**Borrowers**") to pay project costs as permitted by Westmount West Services Inc. pursuant to its deposit contract protection facility, or (ii) are repaid to purchasers whose

agreements of purchase and sale have been released or terminated, the Releasable Deposits shall be applied to KingSett's indebtedness as secured by the First Mortgage.

3. The mortgage and assignment of rents registered in the LTO as CA9151198 and CA9151199 on June 30, 2021, as supplemented by the mortgage registered in the LTO as CB685881 on June 14, 2023 (the "**First Mortgage Package (2021-2023)**") granted by the Nominee in favour of KingSett constitutes a valid charge in favour of KingSett in priority to the interest therein or claims thereto of all Respondents and all persons claiming by, through, or under them, against the Property, subject only to:

    (a) the Administration Charge;

    (b) the Interim Lender's Charge;

    (c) the First Mortgage; and

    (d) the Westmount Charges (in so far as the Westmount Charges are found by this Court to be valid charges against the Property).

4. The mortgage and assignment of rents registered in the LTO as CA9151200 and CA9151201 on June 30, 2021, as supplemented by the mortgage registered in the LTO as CB1524901 on August 16, 2024 (collectively, the "**Second Mortgage Package**") each constitute a valid charge in favour of KingSett in priority to the interest therein or claims thereto of all Respondents and all persons claiming by, through, or under them, against the Property, subject only to the Administration Charge, the Interim Lender's Charge, the First Mortgage, the Westmount Charges (in so far as the Westmount Charges are found by this Court to be valid charges against the Property) and the First Mortgage Package (2021-2023).

5. The mortgage and assignment of rents registered in the LTO as CA9469147 and CA9469148 on October 19, 2021, as supplemented by the mortgage registered in the LTO as CA9774693 on March 10, 2022 (collectively, the "**Minoru Collateral Mortgage Package**") each constitute a valid charge in favour of KingSett in priority to the interest therein or claims thereto of all Respondents and all persons claiming by, through, or under them, against the Property, subject only to the Administration Charge, the Interim Lender's

Charge, the First Mortgage, the Westmount Charges (in so far as the Westmount Charges are found by this Court to be valid charges against the Property), the First Mortgage Package (2021-2023) and the Second Mortgage Package.

6. The mortgage and assignment of rents registered in the LTO as CB1229020 and CB1229021 on March 26, 2024 (collectively, the "**Highline Collateral Mortgage Package**") each constitute a valid charge in favour of KingSett in priority to the interest therein or claims thereto of all Respondents and all persons claiming by, through, or under them, against the Property, subject only to the Administration Charge, the Interim Lender's Charge, the First Mortgage, the Westmount Charges (in so far as the Westmount Charges are found by this Court to be valid charges against the Property), the First Mortgage Package (2021-2023), the Second Mortgage Package and the Minoru Collateral Mortgage Package.

7. The general security agreement, dated June 30, 2021 (the "**First GSA**") granted by the Nominee in favour of KingSett in respect of which a financing statement was filed in the British Columbia Personal Property Registry (the "**PPR**") against the Nominee under base registration number 065925N on June 24, 2021, constitutes a valid charge in favour of KingSett on all present and after acquired personal property of the Nominee located at, relating to, arising from, or used in connection with or which is necessary to the use and operation of the Property in priority to the interest therein or claims thereto of all Respondents and all persons claiming by, through, or under them, subject only to the Administration Charge and the Interim Lender's Charge.

8. The beneficial direction, acknowledgement, and security agreement, dated June 30, 2021 (the "**First BSA**") granted by the Borrowers in favour of KingSett in respect of which a financing statement was filed in the PPR against the Borrowers under base registration number 065925N on June 24, 2021, constitutes a valid charge in favour of KingSett on all present and after acquired personal property of the Borrowers located at, relating to, arising from, or used in connection with, or which is necessary to the use and operation of the Property in priority to the interest therein or claims thereto of all Respondents and all persons claiming by, through, or under them, subject only to the Administration Charge and the Interim Lender's Charge.

9. The general security agreement, dated June 30, 2021 granted by the Nominee in favour of KingSett in respect of which a financing statement was filed in the PPR against the Nominee under base registration number 065937N on June 24, 2021, constitutes a valid charge in favour of KingSett on all present and after acquired personal property of the Nominee located at, relating to, arising from, or used in connection with or which is necessary to the use and operation of the Property in priority to the interest therein or claims thereto of all Respondents and all persons claiming by, through, or under them, subject only to the Administration Charge and the Interim Lender's Charge, the First GSA and the First BSA.

10. The beneficial direction, acknowledgement, and security agreement, dated June 30, 2021 granted by the Nominee and Lumina Eclipse Limited Partnership in favour of KingSett in respect of which a financing statement was filed in the PPR against the Borrowers under base registration number 065937N on June 24, 2021, constitutes a valid charge in favour of KingSett on all present and after acquired personal property of the Borrowers located at, relating to, arising from, or used in connection with, or which is necessary to the use and operation of the Property in priority to the interest therein or claims thereto of all Respondents and all persons claiming by, through, or under them, subject only to the Administration Charge and the Interim Lender's Charge, the First GSA and the First BSA.

11. The first mortgage loan advanced by KingSett to the Borrowers in the amount of $124,000,000 (the "**First 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, is in default.

12. The Borrowers are indebted to KingSett for their default of the First Mortgage Loan in the amount of $136,787,820.60 as of December 8, 2025 (plus interest and fees that continue to accrue), and this amount is justly due and owing.

13. The second mortgage loan (the "**Second Mortgage Loan**") advanced by KingSett to the Borrowers in the amount of $65,400,000, composed of a first facility in the amount of $50,000,000 ("**Facility 1**") and a second facility in the amount of $15,400,000 ("**Facility**

2"), 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, and a fifth amending agreement dated March 5, 2024, is in default.

14. The Borrowers are indebted to KingSett for their default of the Second Mortgage Loan in the amount of:

    (a) $60,503,538.83 as of December 8, 2025 with respect to the Second Mortgage Loan Facility 1 (plus interest and fees that continue to accrue) and this amount is justly due and owing; and

    (b) $18,617,243.54 as of December 8, 2025 with respect to the Second Mortgage Loan Facility 2 (plus interest and fees that continue to accrue) and this amount is justly due and owing.

15. KingSett is hereby granted judgment against the Borrowers, jointly and severally, in the amount of $225,737,348.09, composed of:

    (a) $136,787,820.60 as of December 8, 2025 with respect to the First Mortgage Loan, plus interest on the principal amount from and after the date of this Order at the rate of the Royal Bank of Canada's Prime Rate plus 2.25% (with a floor rate of 4.70%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, or in the alternative, pursuant to the *Court Order Interest Act,* RSBC 1996, c 79;

    (b) $60,503,538.83 as of December 8, 2025 with respect to the Second Mortgage Loan Facility 1, plus interest on the principal amount from and after the date of this Order at the rate of the Royal Bank of Canada's Prime Rate plus 8.55% (with a floor rate of 11.00%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, or in the alternative, pursuant to the *Court Order Interest Act,* RSBC 1996, c 79;

    (c) $18,617,243.54 as of December 8, 2025 with respect to the Second Mortgage Loan Facility 2, plus interest on the principal amount from and after the date of this Order at the rate of the Royal Bank of Canada's Prime Rate plus 13.05% (floor rate of 20.00%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, or in the alternative, pursuant to the *Court Order Interest Act,* RSBC 1996, c 79; and

(d) $9,661,580.30 as of December 8, 2025, with respect to the cash in lieu of letter of credit commitments owed by the Borrowers, plus interest on the principal amount from and after the date of this Order at the rate of the Royal Bank of Canada's Prime Rate plus 4.16% (floor rate of 7.36%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, or in the alternative, pursuant to the *Court Order Interest Act,* RSBC 1996, c 79; and

(e) $167,164.82 in legal fees incurred as of December 9, 2025, plus additional legal fees continuing to accrue.

16. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

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

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

APPROVED BY:

Signature of Mary Buttery, K.C. / Lucas Hodgson, lawyers for the Applicant

J.

BY THE COURT REGISTRAR

Form CHECKED

**Schedule "A"**

**Counsel Appearing**

| Counsel | Party Represented |
|---|---|
| Mary Buttery, KC and Lucas Hodgson | KingSett Mortgage Corporation |
| Nikhil Pandey | AG of Canada |
| Joshua Foster and Emmons Arnold-Fyfe | KSV Restructuring Inc. |
| Bryan Gibbons | Westmount West Services Inc |
| | |

# APPENDIX I

**[ATTACHED]**

# DISCLOSURE STATEMENT - SIXTH AMENDMENT

*Real Estate Development Marketing Act* (British Columbia)

## LUMINA ECLIPSE

| | |
|---|---|
| **Date of Disclosure Statement:** | September 24, 2021 |
| **Date of First Amendment:** | June 17, 2022 |
| **Date of Second Amendment:** | May 24, 2024 |
| **Date of Third Amendment:** | September 16, 2024 |
| **Date of Fourth Amendment:** | December 3, 2024 |
| **Date of Fifth Amendment:** | November 23, 2025 |
| **Date of Sixth Amendment:** | May 11, 2026 |
| **DEVELOPER:** | **LUMINA ECLIPSE GP LTD.**<br>**LUMINA ECLIPSE LIMITED PARTNERSHIP**<br>**BETA VIEW HOMES LTD.** |
| **ADDRESS FOR SERVICE:** | 700 - 401 West Georgia Street<br>Vancouver, BC V6B 5A1 |
| **BUSINESS ADDRESS:** | 700 - 4211 Kingsway<br>Burnaby, BC V5H 1Z6 |
| **REAL ESTATE BROKERAGE:** | **MLA Canada Realty**<br>**100 - 856 Homer Street, Vancouver, B.C.**<br><br>**MLA Fraser Valley Realty**<br>**B210 - 20689 Willoughby Town Centre Dr., Langley, B.C.** |

The Developer reserves the right to appoint additional or replacement brokerage(s) and reserves the right to allow the brokerage to assign the broker's rights with respect to the marketing and sale of the Development to an affiliate or related party of the brokerage. The Developer may also use its own staff members to market the Strata Lots, who are not licensed under the *Real Estate Services Act*. None of the Developer's agent(s) or staff members will be acting on behalf of the Purchaser.

**This Sixth Amendment to Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in this Sixth Amendment to Disclosure Statement, or whether this Sixth Amendment to Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act.* It is the responsibility of the Developer to disclose plainly all material facts, without misrepresentation.**

The Disclosure Statement dated September 24, 2021, as amended by the First Amendment to Disclosure Statement dated June 17, 2022, Second Amendment to Disclosure Statement dated May 24, 2024, Third Amendment to Disclosure Statement dated September 16, 2024, Fourth Amendment to Disclosure Statement dated December 3, 2024, and Fifth Amendment to Disclosure Statement dated November 23, 2025, is amended as follows:

1.0 The front page of the Disclosure Statement is amended by deleting the last paragraph in its entirety.

2.0 Page 4, titled "EXHIBITS TO THIS DISCLOSURE STATEMENT", is amended by deleting the list of exhibits in its entirety and replacing it with the following:

"A Final Strata Plan

B Zoning Bylaw Excerpt: CD Comprehensive Development District

C Form V – Schedule of Unit Entitlement

D Form Y – Owner Developer's Notice of Different Bylaws

E Parking & Storage Lease

F Interim Budget

G Monthly Strata Fee Schedule

H Intentionally deleted

I Developer's Contract of Purchase and Sale

J Monitor's Contract of Purchase and Sale

K Building Permit

L Deposit Protection Contract

M Order

N Legal Descriptions of Strata Lots

O Marketing Licence Agreement".

3.0 Section 1.1(a) is amended by deleting the words "of the of the" in the third paragraph and replacing them with "of the".

4.0 Section 1.2 is amended by deleting the words "Limited Partner" in the first paragraph and replacing them with "Limited Partnership".

5.0 Section 1.3 is deleted in its entirety and replaced with the following:

"The registered office of the Limited Partnership, and the registered and records offices of the General Partner and Registered Owner are as follows:

| | **Name** | **Registered Office/ Registered & Records Office** |
|---|---|---|
| Limited Partnership | Lumina Eclipse Limited Partnership | 700 - 401 West Georgia Street, Vancouver, BC V6B 5A1 |
| General Partner | Lumina Eclipse GP Ltd. | 2500 - 666 Burrard St., Vancouver, BC V6C 2X8 |
| Registered Owner | Beta View Homes Ltd. | 2500 - 666 Burrard St., Vancouver, BC V6C 2X8 |

6.0 Section 1.4(b) is deleted in its entirety and replaced with the following:

"Provided that the Monitor has signed the Fifth and Sixth Amendments to this Disclosure Statement for and on behalf of the Developer, the following directors would otherwise be required to sign this Disclosure Statement pursuant to Section 14 of the Real Estate Development Marketing Act and section 9 of the regulations to that Act:

(a) Daljit Thind.".

7.0 Section 1.5(iv) is amended as follows:

(a) deleting subparagraph (iv) and replacing it with "Intentionally deleted";

(b) by deleting "January 16, 2025" in subparagraph (c) and replacing it with "January 16, 2025, April 16, 2025 and December 19, 2025" and adding "and the AVO (as defined below)" immediately after "amended sale process order made by the Court on October 17, 2025; and

(c) by deleting the second-to-last paragraph in its entirety and replacing it with the following:

"To the best of the Monitor's knowledge, Daljit Thind is currently a director and a principal holder of three other developers who have each had a receiver appointed over its respective assets.".

8.0 Section 1.6 is amended as follows:

(a) by deleting the subparagraph (a) and replacing it with the following:

"(a) Parking Tenant

Pursuant to a long-term lease (as more particularly described in Section 3.6, the "**Parking & Storage Lease**"), 1572588 B.C. Ltd. (the "**Parking Tenant**") currently holds, as lessee and tenant, with the Strata Corporation, as successor in title to the Limited Partnership and the Registered Owner, as landlord, for the purpose of the Monitor's allocation, for and on behalf of the Developer, of the parking stalls and storage lockers being offered for sale. The form of Parking & Storage Lease is attached to this Disclosure Statement as Exhibit E.

The parking stalls (each a "**Parking Stall**" and, collectively, the "**Parking Stalls**") and the bicycle storage lockers (each a "**Storage Locker**" and, collectively, the "**Storage Lockers**"), located within the parking levels of the Development, are all subject to the Parking & Storage Lease. The Monitor, for and on behalf of the Developer, or the Developer, as applicable, will cause the Parking Tenant to grant partial assignments of the Parking & Storage Lease to certain purchasers of the Strata Lots to facilitate the allocation of Parking Stalls and Storage Lockers in accordance with the terms of each purchaser's Contract. The Developer's obligations under the Parking & Storage Lease, including, in particular, the obligation to maintain the Parking Stalls and Storage Lockers, have been assumed by the Strata Corporation, as landlord.

Upon the sale of all of the Strata Lots, the Developer will assign the Parking & Storage Lease to the strata corporation (the "**Strata Corporation**") and, upon doing so, the Parking Tenant will no longer be involved in the allocation or administration of the parking stalls."; and

(b) by inserting the following immediately following the new subsection (a):

"(b) Marketing Licence

The Developer has caused the Strata Corporation to enter into a marketing licence agreement, in the form attached hereto as Exhibit "O" (the "**Marketing Licence**"), granting the Monitor, for and on behalf of the Developer, and its affiliates the right to use parts of the Common Property of the Development, including Parking Stalls, for marketing purposes for projects marketed by the Developer and its affiliates. The term of the Marketing Licence will terminate on December 31, 2027.".

9.0 Section 2.1(c) is amended by deleting the second sentence thereof.

10.0 Section 2.1(e) is deleted in its entirety and replaced with the following**:**

"The layout, dimensions and location of the Development, including the Strata Lots, Common Property (as defined in Section 3.3) and Limited Common Property (as defined in Section 3.4) are shown on the final strata plan (the "**Final Strata Plan**"), attached as EXHIBIT A.

For additional information, purchasers are strongly encouraged to review Sections 3 (Strata Information), 4 (Title and Legal Matters) and EXHIBIT A (Final Strata Plan).".

11.0 Section 2.1(f) is amended by deleting the words "also creates" and replacing them with "created".

12.0 Section 2.2 is amended by the deleting the word "City's" in the first sentence and replacing it with "City of Burnaby's (the "**City**")".

13.0 Section 3.1 is amended by deleting the second, third, fourth and fifth paragraphs in their entirety and replacing them with the following:

"The unit entitlement figures for the Strata Lots are set out in Form V (Schedule of Unit Entitlement) under the Act, which is attached hereto as Exhibit “C” to this Disclosure Statement and is based on the actual configuration of the Strata Lots.".

14.0 Section 3.3 is amended as follows:

(a) by inserting the word "is" following the word "which" in subparagraph (b)(i); and

(b) by deleting the words "Strata lot" in subparagraph (b)(xiv)(A)(2) and replacing them with "Strata Lot".

15.0 Section 3.4 is amended by deleting the first paragraph of subparagraph (a) and replacing it with the following:

"The Developer designated Limited Common Property for one or more Strata Lots as shown on the Strata Plan upon depositing the Final Strata Plan in the Land Title Office. Such designation may only be removed by the unanimous resolution of the members of the Strata Corporation.".

16.0 Section 3.5 is deleted in its entirety and replaced with the following:

"The bylaws for the Strata Corporation (the "**Bylaws**") are those contained in the Form Y Owner Developers’ Notice of Different Bylaws ("**Form Y**") attached hereto as EXHIBIT D. The Form Y was registered at the time the Final Strata Plan was filed at the Land Title Office.

The Bylaws do not create Sections or Types pursuant to the *Strata Property Act*.

Prospective purchasers should carefully review the Bylaws, which govern certain affairs of owners of Strata Lots and the Strata Corporation, and provide for the control, management, administration, use and enjoyment of the Strata Lots and the Common Property. Without limiting the significance of other provisions of the Bylaws, the Bylaws impose certain restrictions regarding pets and the use and resale of the Strata Lots, and other certain matters, which are generally summarized as follows:

(a) <u>Age of Occupants</u>

There are no restrictions in the Bylaws with respect to the age of occupants.

(b) <u>Use of Strata Lots</u>

Bylaw 2.3 provides that an owner, tenant, occupant or visitor must not use a Strata Lot, the Common Property or common assets of the Strata Corporation in a way that causes a nuisance or hazard to another person, causes unreasonable smell, vibration or glare, causes unreasonable traffic or noise during night hours or encourages loitering on the Strata Lot or Common Property, unreasonably interferes with the rights of other persons to use and enjoy the Common Property, common assets of the Strata Corporation, or another Strata Lot, is illegal, causes undue risk of damage to the Common Property, common assets of the Strata Corporation, or another Strata Lot, or is contrary to the purpose for which the Strata Lot or Common Property is intended as shown expressly or by necessary implication on or by the Final Strata Plan.

An owner of a Strata Lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her Strata Lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Bylaw 7.1 provides that Owners must not engage in activities creating undue traffic or noise between 10:30 p.m. and 7:00 a.m., cause undue noise, smell, vibration or similar disturbance, use equipment that interferes with other occupants' comfort, cause obstruction or misuse of common areas, use any non-approved barbecues (must be propane/electric and comply with rules); dispose of items from balconies/windows; engage in any activities increasing fire risk or insurance cost; allow any unsanitary conditions or excessive water use or engage in feeding wildlife from strata lots or common property. Additionally, Owners must not allow non-uniform window coverings to be visible from outside, must not hang laundry or visible items from the exterior of Strata Lots, must not install exterior equipment or structures without approval and must not place signage or advertising in a manner visible outside their Strata Lot.

(c) Pets

Bylaw 2.9 provides that an owner, tenant or occupant must not keep any pets on or in a Strata Lot other than as follows:

(i) any number of fish or birds; and/or

(ii) two cats or two dogs or one cat and one dog,

(each a "**Permitted Pet**")

provided that, with the exception of fish and birds, no more than two Permitted Pets may be kept on or in any Strata Lot. Where a dog or cat is kept in or on a Strata Lot, the resident of that Strata Lot is responsible for registering such pet with the strata council.

Bylaw 2.9 provides that a Strata Lot owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the Common Property or on land that is a common asset of the Strata Corporation, must not feed a Permitted Pet on the Common Property or on land that is a common asset of the Strata Corporation, must ensure that any animal, including a Permitted Pet, is kept quiet, controlled and clean, and must not keep a Permitted Pet which is a nuisance on a Strata Lot.

(d) Sale of Strata Lots

There are no restrictions on the sale of Strata Lots.".

17.0 Section 3.6 is amended as follows:

(a) by deleting the words "parking stalls (the "**Parking Stalls**")" in subparagraph (a) of the first paragraph and replacing them with "Parking Stalls";

(b) by deleting the words "bicycle/storage lockers (the "**Storage Lockers**")" in subparagraph (b) of the first paragraph and replacing them with "Storage Lockers";

(c) by deleting the words "(defined below)" from the fourth paragraph;

(d) by deleting the fifth paragraph in its entirety and replacing it with the following:

"As set out at Section 1.6(a), the Parking Tenant has entered into the Parking & Storage Lease, generally in the form attached to this Disclosure Statement as EXHIBIT E, for the lease of all of the Parking Stalls and Storage Lockers in the Development.";

(e) by deleting the words "The Developer" in the sixth paragraph and replacing them with "The Monitor, for and on behalf of the Developer, or the Developer, as applicable,";

(f) by deleting the words ", including the right to assign Parking Stalls and Storage Lockers to owners in the Adjacent Development" in the seventh paragraph; and

(g) by deleting the fourth-to-last and third-to-last paragraphs (including all subparagraphs thereto) in their entirety and replacing them with the following:

"The Monitor, for and on behalf of the Developer and the Registered Owner, reserves the right to register the Parking & Storage Lease in the Land Title Office, and to amend the terms of the Parking & Storage Lease with the consent of the Strata Corporation.".

18.0 Section 3.7 is amended by deleting the first paragraph thereof and replacing it with the following:

"Each of the Strata Lots is intended to be equipped with a fridge, a gas cooktop, an oven, a hood fan, a microwave, a dishwasher, window coverings, a washer and a dryer.".

19.0 Section 3.8 is amended by deleting the word "include" and replacing it with "includes".

20.0 Section 3.10 is amended as follows:

(a) by deleting the first paragraph and replacing it with the following:

"The Monitor, for and on behalf of the Developer, has caused the Strata Corporation to enter into a contract with Tribe Management Inc., a licenced property management firm (the "**Manager**"), to manage the Strata Corporation."; and

(b) by deleting the first sentence of the third paragraph and replacing it with the following:

"The Monitor, for and on behalf of the Developer, or the Developer, as applicable, or the strata property manager may enter into, or cause the Strata Corporation to enter into, agreements that the Developer or strata property manager believes are for the benefit of the Strata Corporation and the Development in general."

21.0 Section 3.11 is amended by:

(a) deleting the second and third paragraphs and replacing them with the following:

"The Monitor, for and on behalf of the Developer, has caused the Strata Corporation to place insurance on:

(a) Common Property of the Strata Corporation;

(b) common assets of the Strata Corporation;

(c) the buildings shown on the Final Strata Plan; and

(d) the fixtures being supplied by the Developer to the Strata Lots, which are items attached to the buildings, including floor and wall coverings and electrical and plumbing fixtures."; and

(b) deleting the fifth paragraph thereof in its entirety.

22.0 Section 4.1 is deleted in its entirety and replaced with the following:

"The Development lands are located on the land formerly legally described as:

Parcel Identifier ("PID"): 030-169-747

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

(the "**Lands**").

Upon completion of construction of the Development, the Lands were subdivided by registration of the Final Strata Plan in the Land Title Office, and the legal descriptions of the Strata Lots are as follows:

Parcel Identifiers: Various

Strata Lots 1 to 329 District Lot 124 Group 1 New Westminster District Strata Plan EPS12234

The Parcel Identifiers and full legal descriptions for the Strata Lots are set out in Exhibit "N" – Legal Descriptions of Strata Lots attached hereto.".

23.0 Section 4.2 is amended by deleting the first paragraph in its entirety and replacing it with the following:

"The Registered Owner is the registered owner of each of the unsold Strata Lots and the Limited Partnership is the beneficial owner of each of the unsold Strata Lots.".

24.0 Section 4.3 is amended as follows:

(a) by deleting the first paragraph and replacing it with the following:

"The following legal notations and encumbrances set out at subparagraph (a), (b) and (c) below are presently registered against title to the Strata Lots comprising the Lands, and the following legal notations and encumbrances set out at subparagraphs (b) and (c) are presently registered on the common property record in respect of the Common Property:";

(b) subparagraph (b)(xv) is deleted in its entirety and replaced with "Intentionally deleted.";

(c) subparagraph (b)(xvi) is deleted in its entirety and replaced with "Intentionally deleted.";

(d) subparagraph (b)(xx) is deleted in its entirety and replaced with "Intentionally deleted.";

(e) each of subparagraphs (b)(xxiv) – (xxxvi) inclusive is deleted in its entirety and replaced with "Intentionally deleted.";

(f) the following is inserted as a new subparagraph (b)(xxxvii):

"(xxxvii) Covenant CB2683902, a Section 219 covenant in favour of the City, providing that the Development will contain the following: (i) bicycle storage areas; (ii) bicycle workstation and trailer storage areas; (iii) 52 parking stalls designated for electric vehicles; (iv) four visitor parking stalls designated for electric vehicles, (v) two car share parking spaces (collectively, the "Alternative Transportation Areas"). The owner of the Lands is required to maintain the Alternative Transportation Areas and maintain sufficient funds in trust or a contingency fund to carry out its maintenance obligations. The use of the Alternative Transportation Areas is restricted as set out in covenant, including that they cannot be allocated to the sole or exclusive use of any person, subject to certain exceptions. The car share parking spaces must be accessible to the public. The Alternative Transportation Areas are designated and must remain in perpetuity as Common Property, and they must remain under the control and management of the Strata Corporation.

Priority Agreement CB2689303, CB2689304, CB2689305 and CB2689306 grant this covenant priority over the financial charges disclosed in section 4.3(a);";

(g) the following is inserted as a new subparagraph (b)(xxxviii):

"(xxxviii) Statutory Right of Way CB2689307 a Section 218 statutory right of way in favour of the City pursuant to which the City is granted the right of way and easement for: (i) the City to inspect the car share parking spaces and access routes for compliance with the agreement and to rectify defaults; and (ii) public access to the car share vehicles and parking spaces

Priority Agreement CB2689308, CB26899309, CB2689310 and CB2689311 grant this statutory right of way priority over the financial charges disclosed in section 4.3(a); and"; and

(h) the following is inserted as a new subparagraph (b)(xxxix):

"(xxxix) <u>Covenant CB2689297</u>, a Section 219 covenant in favour of the City providing for five vehicle parking spaces being allocated for the sole use of disabled persons, with such spaces being allocated such that two of the vehicle parking spaces will be located in the "Overall Floor Plan -P2" of the Drawings attached to the covenant as Schedule "A", one of the vehicle parking spaces will be located in the "Overall Plan-L1" of the Drawings attached to the covenant as Schedule "A", and two of the vehicle parking spaces will be located in the "Overall Floor Plan -L2" of the Drawings attached to the covenant as Schedule "A". These spaces must: be marked as being for the exclusive use of physically disabled persons; be maintained and provided for the exclusive use of physically disabled persons; be designated and remain designated as Common Property under the care, control and management of the strata council and shall not be registered as limited common property, and shall not by lease, easement, licence, contract or otherwise be allocated to the sole use of the owner or occupier of any Strata Lot or any person other than a physically disabled owner or occupier of a Strata Lot. The owner of the Lands will indemnify and save the City harmless from all loss, damage, cost, and liability arising out of any breach, violation or non-performance of this covenant.

Priority Agreement CB2689298, CB2689299, CB2689300and CV2689301 grant this covenant priority over the financial charges disclosed in section 4.3(a).".

**24.2** Section 4.4 is amended by deleting the first and second paragraphs in their entirety and replacing them with the following:

"The Monitor anticipates that a legal notation will be created on the Common Property record whereby the Common Property will have the benefit of an easement over the Adjacent Development granting the owners of the Strata Lots the right of entry onto the common property of the Adjacent Development for the purposes of works relating to an interconnected fire alarm system operating on each of the Development and the development on the Adjacent Lands.

The Monitor does not anticipate any new charges, liens or other interests to be registered against title to the Strata Lots that will remain on title after sale to Purchasers.".

25.0 Section 4.5 is amended by:

(a) deleting the reference to "Fifth Amendment" in the first paragraph and replacing it with "Sixth Amendment";

(b) deleting the words "for which the Monitor intends to apply to the Court for an Approval and Vesting Order (as may be amended or amended and restated from time to time, the "**AVO**") in order to vest off title to the Development" from subparagraph (a) and replacing them with "in respect of which the Monitor obtained a Lien Regularization and Clients Review Order from the Court on December 19, 2025 (as may be amended or amended and restated from time to time, the "**LRO**") and an Approval and Vesting Order from the Court on April 8, 2026 (as may be amended or amended and restated from time to time, the "**AVO**") to vest them off title to the Development"; and

(c) deleting the words "are expected to be vested off titles pursuant to the AVO" from subparagraph (c) and replacing them with "have been or are expected to be vested off title pursuant to the LRO and/or the AVO".

26.0 Section 5.1 is amended by deleting the third, fourth, fifth and sixth paragraphs thereto and replacing them with the following:

"Completion of construction occurred on April 10, 2026.

Purchasers should also review Section 7.2 and the Purchase Agreement for more information on the anticipated completion date, and extensions thereof, and related terms set out in the Purchase Agreement.".

27.0 Section 7.1 is amended by deleting the first paragraph in its entirety and replacing it with the following:

"Subject to legal remedies in respect of defaults under the Purchase Agreement (as defined in Section 7.2), and except as otherwise provided in this Section 7.1, where required under the *Real Estate Development Marketing Act*, all deposits and other monies received from a purchaser of a Strata Lot will be held by the Monitor's lawyers, Bennett Jones LLP, in trust, or such other lawyer, real estate brokerage, or notary public as the Monitor, for and on behalf of the Developer, may choose in its sole discretion, in trust, in the manner required by *Real Estate Development Marketing Act* until such time as an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office. Any deposit and other monies previously paid to Richards Buell Sutton LLP pursuant to the Developer's Contract of Purchase and Sale (as defined and further described in Section 7.2) have been transferred to Bennett Jones LLP and will be held on the terms described in this Section 7.1.".

28.0 Section 7.2 is amended as follows:

(a) by deleting the word "Developer" in the third paragraph and replacing it with "Monitor";

(b) by deleting the sixth paragraph thereof;

(c) by deleting the word "Developer" in the first sentence of subparagraph (a) and replacing it with "Monitor";

(d) by deleting the second paragraph of subparagraph (a) in its entirety;

(e) by deleting the last paragraph of subparagraph (a) in its entirety and replacing it with the following:

"Pursuant to the terms of paragraph 10.5 of Addendum "A" of the Purchase Agreement, the Monitor may in its sole discretion terminate a Contract if the AVO has not been obtained, or the Appointment Order or the AVO has been stayed, made subject to appeal or leave to appeal, amended or varied in a manner adverse to the Monitor, Lumina Eclipse Limited Partnership or the Developer, or vacated, or an application, motion or other proceeding has been commenced seeking the same, which has not been fully dismissed or withdrawn or otherwise resolved in a manner satisfactory to the Monitor, acting reasonably, and the Monitor will not be liable for any damages, expenses, liabilities, obligations or costs of any nature or kind whatsoever incurred by any purchaser, directly or indirectly, as a result of any termination by the Monitor pursuant to Section 10.5 including, without limitation, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship.";

(f) by deleting the first paragraph of subparagraph (b) and replacing it with the following:

"Pursuant to the terms of the Purchase Agreement, the time for completing the sale of a Strata Lot may be extended at the Monitor's option if all payments on account of the Purchase Price and any other monies payable by the Purchaser under the Purchase Agreement are not paid when due in accordance with paragraph 9.1 of Addendum "A" of the Purchase Agreement.";

(g) by deleting the word "Developer's" in the first sentence of subparagraph (c) and replacing it with "Monitor's";

(h) by deleting the second-to-last paragraph of subparagraph (c) in its entirety and replacing it with the following:

"Pursuant to paragraph 8.1 of Addendum "A" of the Purchase Agreement, the Purchaser can only assign its interest in the Strata Lot or Purchase Agreement where such assignment is necessary for the Purchaser to secure financing for the payment of the Purchase Price, and such assignment is subject to the Monitor's written consent. As a condition for the Monitor agreeing to an assignment and for any associated legal and administrative costs, the Purchaser must pay an administration fee equal to 3% of the greater of the purchase price under the Purchase Agreement and the amount paid by the assignee (plus GST) except that the administration fee will be a flat fee of $1,500.00 (plus GST) if the assignee is the Purchaser's spouse, parent, child, sibling, grandparent, grandchild or a company beneficially owned and controlled by the Purchaser. The Purchaser shall also pay to the Monitor the assignment registry reporting fee applicable at the time of the assignment, plus applicable GST, for the purposes of the Monitor reporting the assignment to the Province of British Columbia."

(i) by deleting the word "Developer" in the last paragraph of subparagraph (c) and replacing it with "Monitor";

(j) by deleting subparagraph (d) in its entirety and replacing it with the following:

"Any interest accrued on the Deposit shall be for the benefit of the Monitor, for and on behalf of the Developer."; and

(k) by deleting subparagraph (e) in its entirety and replacing it with "Intentionally deleted.".

29.0 Section 7.3(b) is amended as follows:

(a) by deleting the reference to "covenant CA8624124" and replacing it with "covenant CB2683902"; and

(b) by deleting the words "Section 4.3(b)(xv)" and replacing them with "Section 4.3(b)(xxxvii)".

30.0 Section 7.4(a) is amended as follows:

(a) by inserting the following as a new first paragraph:

"The Developer has caused the Strata Corporation to enter into the Marketing Licence granting the Developer and its affiliates the right to use parts of the Common Property of the Development, including parking stalls, for marketing purposes for projects marketed by the Developer and its affiliates. The term of the Marketing Licence will terminate no later than December 31, 2027."; and

(b) by deleting the first sentence in its entirety and replacing it with the following:

"Pursuant to the Marketing Licence and during the term thereof, the Developer is entitled to place and keep on the Common Property for so long as the Developer continues to market any Strata Lots in the Development, or the Adjacent Development, such signage and display suites as required by the Developer in its absolute discretion.".

31.0 Section 7.4(b) is amended by inserting the following as a new second and third paragraph thereof:

"As outlined in section 4.4 hereof, the Monitor anticipates that the Common Property will have the benefit of an easement over the Adjacent Development granting the owners of the Strata Lots the right of entry onto the common property of the Adjacent Development for the purposes of works relating to an interconnected fire alarm system operating on each of the Development and the development on the Adjacent Lands.

As more completely outlined in section 4.3(b)(xix) and in section 4.3(c)(ii), (iii), (iv) and (v), both the Common Property and the common property of the Adjacent Development are subject to certain reciprocal easements granting non-exclusive access rights in respect thereof."

32.0 Exhibit "A" – Preliminary Strata Plan is deleted in its entirety and replaced with Exhibit "A" – Final Strata Plan, attached hereto.

33.0 Exhibit "C" – Preliminary Form V Schedule of Unit Entitlement is deleted in its entirety and replaced with Exhibit "C" – Form V Schedule of Unit Entitlement, attached hereto.

34.0 Exhibit "D" – Form Y – Owner Developer's Notice of Different Bylaws is deleted in its entirety and replaced with Exhibit "D" – Form Y – Owner Developer's Notice of Different Bylaws, attached hereto.

35.0 Exhibit "E" -- Parking & Storage Lease is deleted in its entirety and replaced with the revised Exhibit "E" – Parking & Storage Lease, attached hereto.

36.0 Exhibit "F" – Estimated Interim Operating Budget is deleted in its entirety and replaced with Exhibit "F" –Interim Operating Budget, attached hereto.

37.0 Exhibit "J" – Monitor's Contract of Purchase and Sale is deleted in its entirety and replaced with Exhibit "J" – Monitor's Contract of Purchase and Sale, attached hereto.

38.0 A new Exhibit "N" – Legal Descriptions of Strata Lots, attached hereto, is inserted immediately following Exhibit "M".

39.0 A new Exhibit "O" – Marketing Licence Agreement, attached hereto, is inserted immediately following the new Exhibit "N".

**DEEMED RELIANCE**

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Sixth Amendment to Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Sixth Amendment to Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Sixth Amendment to Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

**DECLARATION**

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of May 11, 2026.

**Monitor:**

**KSV RESTRUCTURING INC.**, solely in its capacity as the Court-appointed monitor of Lumina Eclipse GP Ltd., Lumina Eclipse Limited Partnership and Beta View Homes Ltd., and not in any other capacity by its authorized signatory:

By: DocuSigned by: 07FC5B52A0B74D7...
Name: Noah Goldstein
Title: Managing Director

This Sixth Amendment to Disclosure Statement is executed by all of the **Directors of KSV Restructuring Inc.**, on May 11, 2026 in their personal capacity.

By: DocuSigned by: 07FC5B52A0B74D7...
Noah Goldstein

By: Signed by: David Sieradzki F9879D414A9B468...
David Sieradzki

By: DocuSigned by: Peter Farkas 669C3AA42A584F7...
Peter Farkas

By: Signed by: Bobby Kofman 5A47C1CCA4F9445...
Robert Kofman

By: DocuSigned by: Mitch Vininsky ACEC26DE2134466...
Mitch Vininsky

# APPENDIX J

## [ATTACHED]

# DISCLOSURE STATEMENT - SEVENTH AMENDMENT

*Real Estate Development Marketing Act* (British Columbia)

**LUMINA ECLIPSE**

| | |
|---|---|
| **Date of Disclosure Statement:** | September 24, 2021 |
| **Date of First Amendment:** | June 17, 2022 |
| **Date of Second Amendment:** | May 24, 2024 |
| **Date of Third Amendment:** | September 16, 2024 |
| **Date of Fourth Amendment:** | December 3, 2024 |
| **Date of Fifth Amendment:** | November 23, 2025 |
| **Date of Sixth Amendment:** | May 11, 2026 |
| **Date of Seventh Amendment:** | June 30, 2026 |
| **DEVELOPER:** | **LUMINA ECLIPSE GP LTD.**<br>**LUMINA ECLIPSE LIMITED PARTNERSHIP**<br>**BETA VIEW HOMES LTD.** |
| **ADDRESS FOR SERVICE:** | 700 - 401 West Georgia Street<br>Vancouver, BC V6B 5A1 |
| **BUSINESS ADDRESS:** | 700 - 4211 Kingsway<br>Burnaby, BC V5H 1Z6 |
| **REAL ESTATE BROKERAGE:** | **MLA Canada Realty**<br>**100 - 856 Homer Street, Vancouver, B.C.**<br><br>**MLA Fraser Valley Realty**<br>**B210 - 20689 Willoughby Town Centre Dr., Langley, B.C.** |

The Developer reserves the right to appoint additional or replacement brokerage(s) and reserves the right to allow the brokerage to assign the broker's rights with respect to the marketing and sale of the Development to an affiliate or related party of the brokerage. The Developer may also use its own staff members to market the Strata Lots, who are not licensed under the *Real Estate Services Act*. None of the Developer's agent(s) or staff members will be acting on behalf of the Purchaser.

**This Seventh Amendment to Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in this Seventh Amendment to Disclosure Statement, or whether this Seventh Amendment to Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act.* It is the responsibility of the Developer to disclose plainly all material facts, without misrepresentation.**

The Disclosure Statement dated September 24, 2021, as amended by the First Amendment to Disclosure Statement dated June 17, 2022, Second Amendment to Disclosure Statement dated May 24, 2024, Third Amendment to Disclosure Statement dated September 16, 2024, Fourth Amendment to Disclosure Statement dated December 3, 2024, Fifth Amendment to Disclosure Statement dated November 23, 2025, and Sixth Amendment to Disclosure Statement dated May 11, 2026, is amended as follows:

1.0 Section 1.5(c) is amended by inserting the following sentence at the end of the first paragraph thereof:

"Effective June 1, 2026, KSV changed its name to AlixPartners Restructuring, Inc. ("**AlixPartners**"). On June 2, 2026, the Office of the Superintendent of Bankruptcy Canada approved that the corporate trustee licence previously held in the name of KSV is now to be held in the name of AlixPartners.".

2.0 Section 2.1(d) is amended by deleting the second-to-last paragraph thereof and replacing it with the following:

"The Developer reserves the right, in its sole discretion, to sell all or any number of the unsold Strata Lots and may retain some for rental or own use purposes. However, currently it is the Developer's intention to sell all of the unsold Strata Lots.".

3.0 Section 4.3 is amended by deleting the words "Strata Lots" from the first sentence thereof and replacing them with "unsold Strata Lots".

4.0 Section 4.3(b) is amended as follows:

(a) by deleting the word "and" from the end of subparagraph (xxxix);

(b) by deleting the period from the end of subparagraph (xxxix) and replacing it with "; and"; and

(c) by inserting the following as a new subparagraph (xl):

"Lien CB2824773, filed by Bert's Electric (2001) Ltd. and currently registered on title to all of the unsold Strata Lots except strata lot 142, which lien is currently pending discharge with the Land Title Office and, in any event, which lien the Developer or the Monitor, for and on behalf of the Developer, will cause to be discharged from title to the relevant Strata Lots prior to the conveyance of the relevant Strata Lots to purchasers.".

5.0 Section 7.2 is amended by deleting the words "Strata Lots" in the first sentence thereof and replacing them with "unsold Strata Lots".

6.0 Section 7.3 is amended by deleting the words "Strata Lots" and replacing them with "unsold Strata Lots".

7.0 Section 7.4(c) is amended by inserting the following sentence at the end of the first paragraph thereof:

"Effective June 1, 2026, KSV changed its name to AlixPartners Restructuring, Inc.".

8.0 Exhibit J – Monitor's Contract of Purchase and Sale is deleted in its entirety and replaced with the attached Exhibit J – Monitor's Contract of Purchase and Sale.

9.0 All references to "KSV Restructuring Inc." and "KSV" are deleted and replaced with "AlixPartners Restructuring, Inc." and "AlixPartners", respectively.

**DEEMED RELIANCE**

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Seventh Amendment to Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Seventh Amendment to Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Seventh Amendment to Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

**DECLARATION**

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of June 30, 2026.

**Monitor:**

**ALIXPARTNERS RESTRUCTURING, INC.**, solely in its capacity as the Court-appointed monitor of Lumina Eclipse GP Ltd., Lumina Eclipse Limited Partnership and Beta View Homes Ltd., and not in any other capacity by its authorized signatory:

By: Signed by: Noah Goldstein 7100EDC0D13A4E6...
Name: Noah Goldstein
Title: Managing Director

This Seventh Amendment to Disclosure Statement is executed by all of the **Directors of AlixPartners Restructuring, Inc.**, on June 30, 2026 in their personal capacity.

By: Signed by: Noah Goldstein 7100EDC0D13A4E6...
Noah Goldstein

By: Signed by: David Sieradzki C45D6DB18E03488...
David Sieradzki

By: Signed by: Mitch Vininsky 2E174482EB1A439...
Mitch Vininsky

By: Signed by: Robert Kofman 89D097DCF2284F6...
Robert Kofman

# APPENDIX K

## [ATTACHED]

SUPREME COURT
BRITISH COLUMBIA
VANCOUVER REGISTRY

DEC 19 2025

ENTERED

No. S-250121
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

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

**BETWEEN:**

**KINGSETT MORTGAGE CORPORATION**

**PETITIONER**

**AND**

**LUMINA ECLIPSE LIMITED PARTNERSHIP**

**BETA VIEW HOMES LTD.**

**LUMINA ECLIPSE GP LTD.**

**and**

**D-THIND DEVELOPMENT BETA LTD.**

**RESPONDENTS**

**ORDER MADE AFTER APPLICATION**

**LIEN REGULARIZATION AND CLAIMS REVIEW ORDER**

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

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

**THIS COURT ORDERS AND DECLARES THAT:**

**NOTICE & DEFINITIONS**

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

2. For the purposes of this Order, in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

   (a) "**Agreement**" has the meaning set out in paragraph 12 of this Order;

   (b) "**Asserting Lien Claimant**" has the meaning set out in paragraph 9 of this Order;

   (c) "**BIA**" means the *Bankruptcy and Insolvency Act* (Canada), as amended;

   (d) "**BLA**" means the *Builders Lien Act* (British Columbia), as in force in relation to the Eclipse Project;

   (e) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Vancouver, British Columbia;

   (f) "**Charges**" has the meaning set out in the ARIO;

   (g) "**Court**" means the Supreme Court of British Columbia;

   (h) "**Eclipse Project**" means the 34-story development known as "Lumina Eclipse" located on the Lands;

   (i) "**Filing Date**" means January 8, 2025;

   (j) "**Holdback**" means the amount required to be held back under the BLA, provided that "Holdback" shall exclude: (i) the Post-Filing Holdback Amount and any other funds held by any of the Debtors or the Monitor or its counsel, for and on behalf of the Debtors (or any of them), pursuant to the BLA; and (ii) any holdback arising under or pursuant to the SPA;

   (k) "**Improvement**" has the meaning ascribed to "improvement" in the BLA;

   (l) "**Information Request**" has the meaning set out in paragraph 8 of this Order;

   (m) "**Lands**" means the lands upon which the Eclipse Project is being constructed, as legally described in Schedule "B" hereto;

   (n) "**Lien Charge**" has the meaning set out in paragraph 10 of this Order;

   (o) "**Lien Claims**" means the right of any Person to assert or claim a lien under the BLA in respect of the performance or provision of Work for, or the supply of materials and/or services to, the Eclipse Project, or any combination thereof, including, without limitation, any claim of lien asserted pursuant to subsections 2(1) and 4(9) of the BLA;

(p) "**Lien Claimant**" means any Person having a Lien Claim under the BLA;

(q) "**Lien Notice**" has the meaning set out in paragraph 9 of this Order;

(r) "**Lien Security**" means any bond, cash or other security posted in respect of a Vacated Lien;

(s) "**Material**" has the meaning ascribed to "material" in the BLA;

(t) "**Operator**" has the meaning ascribed to "operator" in the BLA;

(u) "**Owner**" means Lumina Eclipse Limited Partnership;

(v) "**Person**" means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other corporate, executive, legislative, judicial, regulatory or administrative entity howsoever designated or constituted, including, without limitation, any present or former shareholder, supplier, customer, employee, agent, client, contractor, lender, lessor, landlord, sub-landlord, tenant, sub-tenant, licensor, licensee, partner or advisor;

(w) "**Post-Filing Holdback Amount**" means the aggregate amount required to be held back by any of the Debtors pursuant to the BLA in respect of Work performed or provided for, or materials and/or services supplied to, the Eclipse Project from and after the Filing Date;

(x) "**Post-Filing Lien Claim**" means a Lien Claim in respect of the performance or provision of Work for, or the supply of materials and/or services to, the Eclipse Project from and after the Filing Date, or any combination thereof;

(y) "**Pre-Filing Lien Claim**" means a Lien Claim in respect of the performance or provision of Work for, or the supply of materials and/or services to, the Eclipse Project prior to the Filing Date, or any combination thereof;

(z) "**Preserved Lien Claim**" has the meaning set out in paragraph 4 of this Order;

(aa) "**Preserved Lien Claimant**" has the meaning set out in paragraph 4 of this Order;

(bb) "**Property**" has the meaning set out in the ARIO;

(cc) "**SPA**" means the *Strata Property Act* (British Columbia), as amended;

(dd) "**Vacated Lien**" means a lien that has been vacated from title to the Lands by the posting of security either privately or pursuant to the BLA; and (ee) "**Work**" has the meaning ascribed to "work" in the BLA.

**STAY OF LIEN CLAIMS**

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

**LIENS ON THE ECLIPSE PROJECT**

4. Any Lien Claim preserved by any Person prior to the date of this Order in respect of the Eclipse Project (each, a "**Preserved Lien Claim**" and the holder thereof, a "**Preserved Lien Claimant**"), and which is not a Vacated Lien as of the date of this Order, be and is hereby cancelled and vacated, provided that any Preserved Lien Claimant having such a Preserved Lien Claim shall be deemed to have provided the Lien Notice referred to in paragraph 9 of this Order on the date of preservation of such Preserved Lien Claim, and shall, subject to paragraphs 10, 14 and 16 of this Order, be entitled to the Lien Charge.

5. Upon presentation in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, the British Columbia Registrar of Land Titles is hereby directed, to discharge, release, delete, expunge and cancel from title to the Lands all Lien Claims and any corresponding Certificates of Pending Litigation, including, without limitation, those Preserved Lien Clams and Certificates of Pending Litigation listed on Schedule "C" hereto, and any Lien Claims and corresponding Certificates of Pending Litigation filed on or after the date hereof in contravention of this Order and the ARIO.

6. Any Person having a Vacated Lien as of the date of this Order shall be deemed to have provided the Lien Notice referred to in paragraph 9 of this Order on the date of registration of such Lien Claim, and shall, subject to paragraphs 10, 14 and 16 of this Order, also be entitled to the Lien Charge, provided that all Lien Claimants shall have the right to share in any Lien Security posted for any Vacated Lien in accordance with the BLA.

7. Subject to paragraphs 14 and 16 of this Order, any requirements for any Preserved Lien Claims to be perfected or set down for trial pursuant to the BLA from and after the date of this Order are hereby deemed to have been complied with.

8. Any request for information to the Debtors (or any of them) or the Monitor pursuant to the BLA, including, without limitation, any request pursuant to section 41 of the BLA and any outstanding request as of the date hereof (each, an "**Information Request**"), is hereby stayed pursuant to the terms of this Order, provided that the Monitor may provide any information in respect of an Information Request, or other request for information, as the Monitor deems appropriate.

## TREATMENT OF LIEN CLAIMS

9. Unless deemed to have delivered a Lien Notice in accordance with this Order, any Person who wishes to assert a Lien Claim (each, an "**Asserting Lien Claimant**") in respect of the Eclipse Project, whether a Pre-Filing Lien Claim or a Post-Filing Lien Claim, shall deliver by email a notice in the form attached as Schedule "D" hereto (the "**Lien Notice**") to the Monitor's attention in accordance with paragraph 18 of this Order within the time frame prescribed by the BLA to preserve their Lien Claim in respect of the Eclipse Project and/or the Post-Filing Holdback Amount. Subject to paragraphs 14 and 16 of this Order, by delivery of the Lien Notice in accordance with this Order, the Asserting Lien Claimant shall be deemed to have preserved and perfected its Lien Claim. For the purposes of this Order, any Preserved Lien Claimant shall be deemed to be an Asserting Lien Claimant that has delivered a Lien Notice in accordance with this paragraph 9.

10. An Asserting Lien Claimant, upon delivering or being deemed to have delivered a Lien Notice in accordance with this Order, be and is hereby granted a charge (the "**Lien Charge**") against the Eclipse Project where its Lien Claim is a Pre-Filing Lien Claim, or against the Eclipse Project and the Post-Filing Holdback Amount where its Lien Claim is a Post-Filing Lien Claim, in each case, equivalent to, and only to the extent of, any security granted in respect of such Lien Claim under the BLA, and in all cases subject to the quantification and verification of all such Lien Notices, the Lien Claims set out therein and the Lien Charge in accordance with paragraph 14 of this Order. Without limiting the generality of and subject to the foregoing, a Lien Charge shall attach to the following: (i) in the case of a Pre-Filing Lien Claim, any property of the Debtors other than the Post-Filing Holdback that, pursuant to the BLA, would be subject to a lien, charge or encumbrance securing the Asserting Lien Claimant's underlying Pre-Filing Lien Claim secured by such Lien Charge; (ii) in the case of a Post-Filing Lien Claim, any property of the Debtors and any Post-Filing Holdback Amount that, pursuant to the BLA, would be subject to a lien, charge or encumbrance securing the Asserting Lien Claimant's underlying Post-Filing Lien Claim secured by such Lien Charge; (iii) any Holdback against which the Asserting Lien Claimant's Lien Claim described in the Lien Notice would otherwise have a lien, charge or encumbrance pursuant to, and solely to the extent of, the BLA; and (iv) any rights (if any) under any applicable Lien Security pursuant to, and solely to the extent of, the BLA. For greater certainty, a Lien Charge shall not attach to the Post-Filing Holdback Amount or any property of any Debtor or other Person, or attach to any rights in any Lien Security, unless such property or Lien Security would otherwise have been charged with or subject to the lien, charge or encumbrance underlying such Lien Claim pursuant to the BLA.

11. Subject to paragraphs 14 and 16 of this Order, a Lien Charge shall (i) with respect to other Lien Charges arising pursuant to paragraph 10 of this Order in respect of the Eclipse Project, have a priority equal to the priority granted to and among Lien Claims under the BLA, (ii) rank subordinate to the Charges, and (iii) have such priority with respect to other creditors of the Debtors as is accorded to Lien Claims under the BLA and the federal laws of Canada applicable in British Columbia.

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

(a) the creation of any Lien Charge shall neither create nor be deemed to constitute a breach by the Monitor or any of the Debtors of any Agreement to which it is a party;

(b) the granting of any Lien Charge, does not and will not constitute a preference, fraudulent conveyance, transfer at undervalue, oppressive conduct, or other challengeable or voidable transaction under any applicable law; and

(c) any Lien Charge shall be enforceable in any bankruptcy or receivership proceedings of any Debtor with the same priority as set out in paragraph 11 of this Order as against the property secured by the Lien Charge.

**PROCEDURAL MATTERS AND REVIEW OF LIEN NOTICES**

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

14. The Monitor is hereby authorized to:

(a) use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed;

(b) review each Lien Notice, including, without limitation, the validity and timeliness of any Lien Claim set out in any Lien Notice, the validity and quantum of the amounts of any Lien Claim set out in any Lien Notice, the entitlement of any Asserting Lien Claimant to a Lien Charge under this Order, and the attachment, quantum or priority of any Lien Charge under this Order;

(c) demand further documentation, information or particulars from any Lien Claimant in connection with any Lien Claim, including, without limitation, as may be necessary or appropriate to assist in the exercise of the Monitor's powers under paragraph 14(b) of this Order, and any such Lien Claimant shall provide such documentation, information and/or written particulars with respect to such Lien Claim within five (5) Business Days of delivery of a demand for same by the Monitor, or such further period of time as the Monitor may agree to;

(d) assert and enforce any and all rights, remedies and defences in respect of the Lien Clam of any Lien Claimant, including for and on behalf of the Debtors (or any of them), which may be available to the Monitor or the Debtors (or any of them) under the BLA or otherwise at law, provided that the failure to do so shall not constitute a waiver or release by the Debtors (or any of them) of any such claim that the Debtors (or any of them) may have against such Lien Claimant;

(e) with the consent of KingSett Mortgage Corporation, consensually resolve any dispute regarding the validity or timeliness of any Lien Claim set out in any Lien Notice, the validity and quantum of the amounts of any Lien Claim set out in any Lien Notice, the entitlement of any Asserting Lien Claimant to a Lien Charge under this Order, and the attachment, quantum or priority of any Lien Charge under this Order;

(f) by notice in writing to the relevant Lien Claimant and with the consent of KingSett Mortgage Corporation, accept (in whole or in part) a Lien Claim asserted in a Lien Notice; and

(g) by notice in writing to the relevant Lien Claimant, dispute (in whole or in part) a Lien Claim asserted in a Lien Notice and refer such Lien Claim, including the validity and quantum of the amounts set out in the applicable Lien Notice, the entitlement of any Asserting Lien Claimant to a Lien Charge under this Order, and the attachment, quantum or priority of any Lien Charge under this Order, to this Court for determination.

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

(a) the rights of any Person under the BLA with respect to any non-lien claims for damages or delay;

(b) with respect to a Vacated Lien, the rights under or recourse of any Persons under the BLA to the Lien Security posted with respect to such Vacated Lien; or

(c) the rights under or recourse of any Persons under the BLA to any Holdback.

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

**MONITOR'S PROTECTIONS**

17. In performing its duties and obligations under this Order and taking such other actions and fulfilling such other duties or obligations incidental thereto, the Monitor shall: (i) have all of the protections afforded to it by the *Companies' Creditors Arrangement Act* (Canada), the ARIO and any other Orders of the Court in these proceedings, or as an officer of the Court, including the stay of proceedings in its favour pursuant to the ARIO; (ii) incur no liability or obligation other than in respect of gross negligence or wilful misconduct on its part, as determined pursuant to a final order of this Court that is not subject to appeal or other review and in respect of which all rights to seek any such appeal or other review shall have expired; (iii) be entitled to rely on the books and records of the Debtors (or any of them) and any information provided by the Debtors (or any of them) or any Lien Claimant, all without independent investigation; and (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by the Debtors (or any of them) or any Lien Claimant, except to the extent that the Monitor has acted with gross negligence or wilful misconduct, as determined pursuant to a final order of this Court that is not subject to appeal or other review and in respect of which all rights to seek any such appeal or other review shall have expired.

**NOTICE AND COMMUNICATION**

18. Except as set out in this Order, any notice or other communication to be given under this Order by the Monitor to a Lien Claimant shall be given in accordance with paragraph 52 of the ARIO, provided that, for greater certainty, the Monitor may provide any notice or communication to a Lien Claimant by e-mail where the e-mail addresses of the Lien Claimant and/or its counsel are known by the Monitor.

19. Any notice or other communication (including, without limitation, Lien Notices) to be given under this Order by a Lien Claimant to the Monitor shall be in writing and, where applicable, substantially in the form provided for in this Order and will be sufficiently given only if given in the following manner: to the Monitor's attention: at jknight@ksvadvisory.com and mshah@ksvadvisory.com, with a copy to Bennett Jones LLP, counsel to the Monitor, at froha@bennettjones.com and fosterj@bennettjones.com. Any such notice or communication delivered by a Lien Claimant shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day.

**GENERAL**

20. The Monitor may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.

21. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make

such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

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

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

Signature of Emma Arnold-Fyfe
☐ Party ☑ Lawyer for the Monitor

J.

BY THE COURT

REGISTRAR

CHECKED

**Schedule "A" – List of Counsel**

| **Name** | **Party** |
|---|---|
| Joshua Foster and Emma Arnold-Fyfe | KSV Restructuring Inc. |
| Mary Buttery, K.C. and Lucas Hodgson | KingSett Mortgage Corporation |
| Nikhil Pandey | Attorney General of Canada |
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**Schedule "B" – Legal Description of the Lands**

Parcel Identifier: 030-169-747
LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

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

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

## Schedule "D" – Form of Lien Notice

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

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

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

Name of Lien Claimant: ______________________________

Address for Service: ______________________________

Name of Owner: ______________________________

Address: ______________________________

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

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

From: __________________ (date supply commenced) To: __________________ (date of most recent supply)

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

From: __________________ (date supply commenced) To: __________________ (date of most recent supply)

Short description of services or materials that have been supplied:

________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

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

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

A. The Lien Claimant (if claimant is a personal representative or an assignee, this must be stated) asserts a Lien Claim against the Eclipse Project.

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

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

**[LIEN CLAIMANT]**

Per: ______________________________
[Name]
[Title]

I have authority to bind the corporation

No. S-250121
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

**BETWEEN:**

**KINGSETT MORTGAGE CORPORATION**

**PETITIONER**

**AND**

**LUMINA ECLIPSE LIMITED PARTNERSHIP**

**BETA VIEW HOMES LTD.**

**LUMINA ECLIPSE GP LTD.**

**and**

**D-THIND DEVELOPMENT BETA LTD.**

**RESPONDENTS**

**ORDER MADE AFTER APPLICATION**

**LIEN REGULARIZATION AND CLAIMS REVIEW ORDER**

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

Tel No.: (604) 891-7500

# APPENDIX L

## [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**

**HOLDBACK RELEASE ORDER**

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

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

Claims Review Order of this Court dated as of the date hereof (as may be amended or amended and restated from time to time, the "**LRO**") and the materials filed, including the Fifth Report of the Monitor dated December 8, 2025 (the "**Fifth Report**");

**THIS COURT ORDERS AND DECLARES THAT:**

**NOTICE & DEFINITIONS**

1. Capitalized terms used but not otherwise defined in this Order have the meaning given to them in the LRO, the AVO or the Fifth Report, as applicable.

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

**APPROVAL OF HOLDBACK RELEASE**

3. The Monitor is hereby authorized to pay, for and on behalf of, the applicable Debtor, (i) the Post-Filing Holdback Amount to the Post-Filing Holdback Parties in the amounts set out in Appendix "Q" to the Fifth Report or such other amounts as may be agreed by the Monitor, KingSett Mortgage Corporation and the Post-Filing Holdback Parties, and (ii) any additional holdback amount pursuant to the BLA owing to a Post-Filing Holdback Party for the period following the Filing Date, where such Post-Filing Holdback Party has fully completed its scope of work in relation to the Eclipse Project, as determined by the Monitor, and such Post-Filing Holdback Party is not required by Brasfield Builders Ltd. ("**Brasfield**") for continued construction of the Eclipse Project ((i)-(ii) being hereinafter referred to as the "**Holdback Payments**" and each, a "**Holdback Payment**"), in each case subject to the following conditions being satisfied or waived, as determined by the Monitor in its sole and absolute discretion:

   (a) an occupancy permit has been issued by the City of Burnaby in respect of the Eclipse Project;

   (b) the work of the respective Post-Filing Holdback Party has passed the inspection of Brasfield, the Eclipse Project consultants and, as applicable, municipal authorities;

   (c) no Lien Notice has been filed or been deemed to have been filed to enforce a Post-Filing Lien Claim against the Post-Filing Holdback Amount in accordance with the LRO that has not been withdrawn, reviewed and consensually resolved by the Monitor or determined by this Court; and

   (d) the respective Post-Filing Holdback Party has executed the Holdback Release Agreement substantially in the form attached as Appendix "R" to the Fifth Report.

4. The Monitor, its counsel and other agents are hereby authorized to take all reasonably necessary steps and actions to make each of the Holdback Payments in accordance with, and subject to, the terms of this Order.

5. Upon making the Holdback Payments as contemplated by this Order, all of the requirements of the BLA, and all of the obligations of the Monitor and the Debtors (or any of them), in respect of, or in connection with, the Post-Filing Holdback Amount (or any portion thereof), any other holdback required to be retained by the Monitor or any of the Debtors (or any of them) under the BLA whatsoever or any holdback required under the SPA in respect the Eclipse Project, shall be deemed to have been complied with. Except for the payments of the Post-Filing Holdback Amount to the Post-Filing Holdback Parties contemplated by this Order, all Persons shall be permanently and forever barred, estopped, stayed and enjoined from making, asserting or enforcing any claim (including, without limitation, any deficiency or trust claim), right, title, demand, interest, remedy or other entitlement whatsoever in respect of or to the Post-Filing Holdback Amount (or any portion thereof), or on account of any alleged deficiency in the Post-Filing Holdback Amount (or any portion thereof), any other holdback required to be retained by the Monitor or any of the Debtors (or any of them) under the BLA or any holdback required under the SPA in respect the Eclipse Project, or to funds or entitlements in the place of the Post-Filing Holdback Amount (or any portion thereof), any other holdback required to be retained by the Monitor or any of the Debtors (or any of them) under the BLA or any holdback required under the SPA in respect the Eclipse Project, or otherwise in connection with any of the Holdback Payments, any other holdback amount required to be retained by the Monitor or any of the Debtors (or any of them) under the BLA or any holdback required under the SPA in respect the Eclipse Project.

6. By making the Holdback Payments, for and on behalf of the applicable Debtor, in accordance with this Order, neither the Monitor nor any of the Debtors shall be deemed to be breaching any trust obligation nor affirming or assuming any agreement or mandate for the supply of goods and/or services to the Monitor, the Debtors, Brasfield and/or the Eclipse Project, and the Monitor shall have no personal liability for any trust obligation or payments or other obligations under any such agreement or mandate.

7. Notwithstanding:

   (a) these proceedings;

   (b) any applications for a bankruptcy or receivership order in respect of the Debtors (or any of them) now or hereafter made pursuant to the BIA or other applicable legislation and any bankruptcy or receivership order issued pursuant to any such applications;

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

   (d) any provision of any federal or provincial legislation,

   each of the Holdback Payments shall be made free and clear of all Claims and Encumbrances, including, without limitation, any trust or breach of trust claims under the BLA or the Charges, shall be final and irreversible and shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors (or any of them) and shall not be void or voidable by creditors of the Debtors (or any of them), nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute conduct which is oppressive, unfairly prejudicial to or which unfairly disregards the interests of any Person pursuant to any applicable federal or provincial legislation.

8. The Holdback Payments shall not constitute a "distribution" and the Monitor shall not constitute a "legal representative", "responsible representative" or "representative" of the Debtors (or any of them) or "other person" for the purposes of section 20 of the of the *Corporation Capital Tax Act* (British Columbia), section 23 of the *Canada Pension Plan Act* (Canada), sections 159, 227.1 and 227(5) of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), sections 46 and 86 of the *Employment Insurance Act* (Canada), section 97.39 of the *Customs Act* (Canada), or any other similar applicable federal, provincial or territorial tax legislation (collectively, the "**Statutes**"). Without limiting the generality of the foregoing, in making the Holdback Payments in accordance with this Order, the Monitor is not "distributing", nor shall it be considered to have "distributed", funds or assets for the purposes of the Statutes, and the Monitor shall not incur any liability under the Statutes in respect of the Holdback Payments or failing to withhold amounts, ordered or permitted hereunder, and shall not have any liability for any of the Debtors' tax liabilities regardless of how or when such liabilities may have arisen, and is hereby forever released, remised and discharged from any claims against it under or pursuant to the Statutes or otherwise at law, arising in respect of or as a result of the Holdback Payments made by it in accordance with this Order and any claims of this nature are hereby forever barred.

9. In performing its duties and obligations under this Order, including, without limitation, making any Holdback Payment, and taking such other actions and fulfilling such other duties or obligations incidental thereto, the Monitor shall: (i) have all of the protections afforded to it by the CCAA, the ARIO and any other Orders of the Court in these proceedings, or as an officer of the Court, including the stay of proceedings in its favour pursuant to the ARIO; (ii) incur no liability or obligation other than in respect of gross negligence or wilful misconduct on its part, as determined pursuant to a final order of this Court that is not subject to appeal or other review and in respect of which all rights to seek any such appeal or other review shall have expired; (iii) be entitled to rely on the books and records of the Debtors (or any of them) and any information provided by the Debtors (or any of them) or any Post-Filing Holdback Party, all without independent investigation; and (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by the Debtors (or any of them) or any Post-Filing Holdback Party, except to the extent that the Monitor has acted with gross negligence or wilful misconduct, as determined pursuant to a final order of this Court that is not subject to appeal or other review and in respect of which all rights to seek any such appeal or other review shall have expired.

**GENERAL**

10. The Monitor may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.

11. **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.

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

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

______________________________

Signature of Emma Arnold-Fyfe
☐ Party ☑ Lawyer for the Monitor

J.

BY THE COURT

______________________________

REGISTRAR

FORM CHECKED

## Schedule "A" – List of Counsel

| **Name** | **Party** |
|---|---|
| Joshua Foster and Emma Arnold-Fyfe | KSV Restructuring Inc. |
| Mary Buttery, K.C. and Lucas Hodgson | KingSett Mortgage Corporation |
| Nikhil Pandey | Attorney General of Canada |
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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.**

**LUMINA ECLIPSE GP LTD.**

**and**

**D-THIND DEVELOPMENT BETA LTD.**

**RESPONDENTS**

**ORDER MADE AFTER APPLICATION**

**HOLDBACK RELEASE ORDER**

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

Tel No.: (604) 891-7500

# APPENDIX M

## [ATTACHED]

**Beta View Homes Ltd., Lumina Eclipse Limited Partnership, Lumina Eclipse GP Ltd., and D-Thind Development Beta Ltd.**
Interim Statement of Receipts and Disbursements
For the Period January 8, 2025 to July 21, 2026
($; unaudited)

| **Description** | **Amount ($)** |
|---|---|
| *Receipts* | |
| Purchased Unit proceeds | 113,203,567.24 |
| Interim Financing Facility advances | 24,053,346.36 |
| TELUS rebate program | 86,362.50 |
| Other receipts | 71,926.63 |
| Pre-Sale Purchaser assignment receipts | 49,948.50 |
| *Total Receipts* | 137,465,151.23 |
| | |
| *Disbursements* | |
| Distributions to KingSett | 73,037,075.25 |
| Repayment of Interim Financing Facility | 24,053,346.36 |
| Subcontractors and consultants | 10,699,163.82 |
| Subcontractor holdback releases | 4,218,681.05 |
| Insurance | 3,169,044.77 |
| Construction manager fees and costs | 3,016,170.75 |
| Commissions paid | 1,849,465.74 |
| GST/HST/PST paid | 1,458,347.51 |
| Legal fees and disbursements | 1,176,131.20 |
| Monitor's fees and disbursements | 912,916.62 |
| Property taxes | 863,058.44 |
| New home warranty fees and premiums | 505,709.00 |
| Other operating expenses | 380,926.15 |
| Monthly strata fees | 338,560.09 |
| Equipment rental | 302,252.72 |
| Security services | 264,830.21 |
| BC Housing fees | 259,910.00 |
| Software services | 129,015.96 |
| Marketing expense | 43,067.00 |
| Administrative expenses | 22,059.55 |
| Newspaper advertisement | 10,181.60 |
| *Total Disbursements* | 126,709,913.79 |
| **Balance in Monitor's account** | **10,755,237.44** |

# APPENDIX N

## [ATTACHED]

Lumina Eclipse Limited Partnership, Lumina Eclipse GP Ltd., Beta View Homes Ltd., and D-Thind Development Beta Ltd.
**Projected Weekly Cash Flow Statement (Consolidated)**
July 31, 2026 to February 5, 2027
(Unaudited; $CAD Thousands)

| | Note | Jul-31 | Aug-07 | Aug-14 | Aug-21 | Aug-28 | Sep-04 | Sep-11 | Sep-18 | Sep-25 | Oct-02 | Oct-09 | Oct-16 | Oct-23 | Oct-30 | Nov-06 | Nov-13 | Nov-20 | Nov-27 | Dec-04 | Dec-11 | Dec-18 | Dec-25 | Jan-01 | Jan-08 | Jan-15 | Jan-22 | Jan-29 | Feb-05 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **RECEIPTS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Proceeds from unit sales | 2 | 1,486 | - | - | - | - | 3,715 | - | - | - | 3,715 | - | - | - | 3,715 | - | - | - | 3,715 | - | - | - | - | 3,715 | - | - | - | 3,715 | - | 23,776 |
| Other receipts | 3 | - | - | - | - | - | 250 | - | - | - | 175 | - | 0 | - | 150 | - | - | 0 | 100 | - | - | - | - | 50 | - | - | - | 35 | - | 760 |
| | | 1,486 | - | - | - | - | 3,965 | - | - | - | 3,890 | - | - | - | 3,865 | - | - | - | 3,815 | - | - | - | - | 3,765 | - | - | - | 3,750 | - | 24,536 |
| **DISBURSEMENTS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating disbursements | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Purchased Unit Distributions | 4 | (100) | - | - | - | - | (592) | | | | (692) | | | | (692) | | | | (692) | | | | | (692) | | | | (692) | | (4,152) |
| Construction expenses | 5 | - | - | - | - | - | (250) | - | - | - | (100) | - | - | - | (50) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | (400) |
| Administrative & marketing | 6 | (30) | - | - | - | - | (400) | - | - | - | (450) | - | - | - | (550) | - | - | - | (250) | - | - | - | - | (100) | - | - | - | (100) | - | (1,880) |
| Contingency | 7 | - | - | - | - | - | (150) | - | - | - | (150) | - | - | - | (150) | - | - | - | (125) | - | - | - | - | (125) | - | - | - | (125) | - | (825) |
| | | (130) | - | - | - | - | (1,392) | - | - | - | (1,392) | - | - | - | (1,442) | - | - | - | (1,067) | - | - | - | - | (917) | - | - | - | (917) | - | (7,257) |
| Professional fees | 8 | - | - | - | - | - | (1,250) | - | - | - | - | - | - | - | - | - | - | - | (275) | - | - | - | - | - | - | - | - | (175) | - | (1,700) |
| Total disbursements | | (130) | - | - | - | - | (2,642) | - | - | - | (1,392) | - | - | - | (1,442) | - | - | - | (1,342) | - | - | - | - | (917) | - | - | - | (1,092) | - | (8,957) |
| **Net Cash Flow** | | 1,356 | - | - | - | - | 1,323 | - | - | - | 2,498 | - | - | - | 2,423 | - | - | - | 2,473 | - | - | - | - | 2,848 | - | - | - | 2,658 | - | 15,579 |
| Opening cash balance | 9 | 10 | 1,366 | 1,366 | 1,366 | 1,366 | 1,366 | 2,689 | 2,689 | 2,689 | 2,689 | 5,187 | 5,187 | 5,187 | 5,187 | 7,610 | 7,610 | 7,610 | 7,610 | 10,083 | 10,083 | 10,083 | 10,083 | 10,083 | 12,931 | 12,931 | 12,931 | 12,931 | 15,589 | 10 |
| Net cash flow | | 1,356 | - | - | - | - | 1,323 | - | - | - | 2,498 | - | - | - | 2,423 | - | - | - | 2,473 | - | - | - | - | 2,848 | - | - | - | 2,658 | - | 15,579 |
| **Ending cash balance** | | **1,366** | **1,366** | **1,366** | **1,366** | **1,366** | **2,689** | **2,689** | **2,689** | **2,689** | **5,187** | **5,187** | **5,187** | **5,187** | **7,610** | **7,610** | **7,610** | **7,610** | **10,083** | **10,083** | **10,083** | **10,083** | **10,083** | **12,931** | **12,931** | **12,931** | **12,931** | **15,589** | **15,589** | **15,589** |

Lumina Eclipse Limited Partnership, Lumina Eclipse GP Ltd., Beta View Homes Ltd., and D-Thind Development Beta Ltd.
**Notes to Projected Weekly Cash Flow Statement (Consolidated)**
July 31, 2026 to February 5, 2027
(Unaudited; $CAD Thousands)

**Purpose and General Assumptions**

1. The purpose of the projection is to present a cash flow forecast (the "**Fifth Cash Flow Forecast**") of Lumina Eclipse Limited Partnership, Lumina Eclipse GP Ltd., Beta View Homes Ltd., and D-Thind Development Beta Ltd. (collectively, the "**Debtors**") from July 31, 2026 to February 5, 2027 (the " **Cash Flow Period**") in respect of the proceedings under the Companies' Creditors Arrangement Act. Capitalized terms not defined herein have the meanings ascribed to them in the Monitor's Eighth Report to Court dated July 23, 2026.

   The Fifth Cash Flow Forecast has been prepared based on hypothetical and most probable assumptions.

**Hypothetical**

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

**Most Probable**

2. Represents estimated gross proceeds from the closing of the Remaining Pre-Sale Unit Transactions during the Cash Flow Period. The forecast assumes that certain of the Remaining Pre-Sale Unit Transactions will close in accordance with the anticipated closing schedule

3. Includes post-Filing Date GST refunds and other miscellaneous receipts.

4. Represents Distributions expected to be made from the proceeds of Unit Transactions, including amounts payable in respect of GST, customary closing disbursements, commissions, and other amounts payable in connection with the closing of Unit Transactions

5. Represent the estimated costs to complete the Eclipse Project, based on the most recent construction budget provided by Brasfield and KingSett, which includes: (i) the remaining Post-Filing Work; (ii) the Post-Filing Holdback Amount; (iii) any additional holdback amount pursuant to the BLA owing to a Post-Filing Holdback Party for the period following the Filing Date; and (iv) the Critical Subcontractor Pre-Filing Amounts.

6. Includes sales taxes, insurance, permit costs, license fees, sales and marketing costs, property taxes, strata fees, and other administration expenses.

8. Includes fees of the monitor and its counsel.

9. Represents the cash balance in the Monitor's trust account as at July 23, 2026.

# APPENDIX O

## [ATTACHED]

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

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

**IN THE MATTER OF**
**BETA VIEW HOMES LTD., LUMINA ECLIPSE LIMITED PARTNERSHIP, LUMINA ECLIPSE GP LTD. AND D-THIND DEVELOPMENT BETA LTD.**

**MONITOR'S REPORT ON CASH FLOW STATEMENT**
(paragraph 23(1)(b) of the CCAA)

On January 8, 2025, on application by KingSett Mortgage Corporation ("**KingSett**"), the Supreme Court of British Columbia granted an initial order (as amended and restated on January 16, 2025, the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") (the "**CCAA Proceedings**") in respect of Beta View Homes Ltd. and Lumina Eclipse Limited Partnership (collectively, the "**Initial Debtors**") and appointed AlixPartners Restructuring, Inc. (formerly, KSV Restructuring Inc.) as monitor, with enhanced powers (in such capacity, the "**Monitor**"), in the CCAA Proceedings.

On January 16, 2025, the Court granted an amended and restated Initial Order (the "**ARIO**"), that among other things, added Lumina Eclipse GP Ltd. ("**Lumina GP**") as a respondent in the CCAA Proceedings and extended the protections and authorizations provided under the ARIO to Lumina GP.

On April 16, 2025, the Court granted a second amended and restated Initial Order (the "**SARIO**") that, among other things, added D-Thind Development Beta Ltd. ("**D-Thind Beta**" and together with the Initial Debtors and Lumina GP, the "**Debtors**") as a respondent in the CCAA Proceedings and extended the protections and authorizations provided under the SARIO to D-Thind Beta.

The attached statement of projected cash flow of the Debtors, as of the 23rd day of July, 2026, consisting of a weekly projected cash flow statement for the period July 24, 2026 to February 5, 2027 (the "**Cash Flow**") has been prepared by the Monitor for the purpose described in Note 1, using the probable and hypothetical assumptions set out in the notes to the Cash Flow.

Our review consisted of inquiries, analytical procedures, and discussions related to information supplied by: (i) KingSett; (ii) Concost Consultants Inc. ("**Concost**"), the quantity surveyor retained by the Monitor; and (iii) Brasfield Builders Limited ("**Brasfield**"), the construction manager retained by the Debtors. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow. We have also reviewed the support provided by KingSett, Concost, and Brasfield for the probable assumptions and the preparation and presentation of the Cash Flow.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

a) the hypothetical assumptions are not consistent with the purpose of the Cash Flow;

b) as at the date of this report, the probable assumptions are not suitably supported and consistent with the plans the Monitor, or do not provide a reasonable basis for the Cash Flow, given the hypothetical assumptions; or

c) the Cash Flow does not reflect the probable and hypothetical assumptions.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report, or relied upon in preparing this report.

The Cash Flow has been prepared solely for the purpose described in Note 1 of the Cash Flow and readers are cautioned that it may not be appropriate for other purposes.

Dated at Calgary, Alberta this 23rd day of July, 2026.

*AlixPartners Restructuring, Inc.*

**ALIXPARTNRS RESTRUCTURING, INC.,**
**IN ITS CAPACITY AS THE CCAA MONITOR OF**
**BETA VIEW HOMES LTD., LUMINA ECLIPSE GP LTD.,**
**LUMINA ECLIPSE LIMITED PARTNERSHIP,**
**AND D-THIND DEVELOPMENT BETA LTD.,**
**AND NOT IN ITS PERSONAL CAPACITY**

# APPENDIX P

## [ATTACHED]

**From:** Joshua Foster <FosterJ@bennettjones.com>
**Sent:** Wednesday, July 22, 2026 4:52 PM
**To:** Daniel Yaverbaum; Bryan Baynham; Roselle Wu
**Cc:** Sean Zweig; Mark V. Lewis; Andrew Froh
**Subject:** RE: KingSett Mortgage Corporation v. Lumina Eclipse Limited Partnership et al. under the Companies' Creditors Arrangement Act – Court File No. S-250121

Daniel,

We are writing further to our discussion and in connection with your clients' (collectively, the "**HG Applicants**") yet undetermined application (the "**Application**") for an order, among other things, declaring that the HG Applicants' respective Contracts of Purchase and Sale (collectively, the "**Presale Agreements**") are not enforceable against them by Lumina Eclipse Limited Partnership (the "**Vendor**"), Beta View Homes Ltd. and Lumina Eclipse GP Ltd. (collectively with the Vendor, the "**Developer**"). We do so with a view to continuing to preserve the rights of the Vendor, the HG Applicants, and AlixPartners Restructuring, Inc., in its capacity as the Court-appointed monitor of the Developer (in such capacity, the "**Monitor**"), pending the final determination of the Application, including the expiration of any applicable appeal period or, in the event of an appeal or application for leave to appeal, the final determination of such appeal and/or application (being hereinafter referred to as a "**Final Determination**").

As you are aware, the Monitor has voluntarily refrained from issuing notices of completion to the HG Applicants that originally retained your office. Further, the Monitor has previously agreed to:

(a) withdraw certain notices of completion issued to four HG Applicants that retained your office in April 2026, subject to certain reservations and terms; and
(b) hold any of the HG Applicants' deposits to be transferred to, or then held in trust by, Bennett Jones LLP (collectively, the "**Retained Deposits**"), in trust until the resolution of the Application, the agreement of the parties or further order of the Court, subject to certain reservations and terms, including as it relates to the HG Applicants that subsequently retained your office and were brought to our attention in June 2026.

As you are also aware, absent an extension agreed between the Vendor and the HG Applicants, the completion dates under the Presale Agreements are to occur prior to the current outside date of August 24, 2026 (the "**Outside Date**"). For that reason, the Monitor cannot continue to voluntarily withhold issuing notices of completion to the HG Applicants that have not yet received same or that previously received them and agreed they had been withdrawn on a without prejudice basis and subject to certain reservation of rights (collectively, the "**HG Applicants Without Notice**") indefinitely without irreparably prejudicing the rights of the Monitor, the Vendor and the Developer's creditors. To preserve such rights while protecting those of the HG Applicants, the Monitor, for and on behalf of the Vendor, intends to issue notices of completion to the HG Applicants Without Notice setting out completion dates (the "**Completion Dates**") prior to the Outside Date, provided that:

(a) the Monitor will, consistent with its prior agreement, continue to hold the Retained Deposits in trust until a Final Determination of the Application, the agreement of the parties or further order of the Court, regardless, for greater certainty, of whether the applicable Completion Dates pass prior to a Final Determination of the Application;

(b) the Monitor, for and on behalf of the Vendor, will refrain from exercising any right of termination under the Presale Agreements with the HG Applicants Without Notice until a Final Determination of the Application, regardless, for greater certainty, of whether the applicable Completion Dates pass prior to a Final Determination of the Application;

(c) the Monitor, for and on behalf of the Vendor, will negotiate the terms of an Addendum to the Presale Agreements with the HG Applicants that elect to do so, in good faith and in form and substance satisfactory to the Monitor, acting reasonably, extending the applicable Completion Date to a date satisfactory to the Monitor, acting reasonably, in the event that the original Completion Date passes prior to a Final Determination of the Application; and

(d) if preferable to the HG Applicants Without Notice, the Monitor, for and on behalf of the Vendor, will instead continue to voluntarily refrain from issuing notices of completion to the HG Applicants Without Notice that, by no later than 5:00 p.m. (PT) on July 29, 2026 advise of their election to accept such option and by no later than 5:00 p.m. (PT) on August 5, 2026, execute and deliver to the Monitor an Addendum to the Presale Agreements, in form and substance satisfactory to the Monitor, acting reasonably, providing for automatic one-month extensions to the Outside Date, provided that the Outside Date shall not be later than December 24, 2028.

Please note that the Monitor's foregoing offer to continue to temporarily accommodate the HG Applicants and forbear from exercising certain of the Monitor's and the Vendor's rights and remedies shall not constitute or be deemed to constitute or be construed as:

(a) an admission or acknowledgement that:
   i. the Monitor or the Vendor are not entitled to enforce the Presale Agreements; or
   ii. any of the HG Applicants that have received notices of completion are not in breach or default of their respective Presale Agreements and are not obligated to pay the balance of the purchase price and complete their respective Presale Agreements;

(b) a satisfaction, novation or release of the Presale Agreements; or

(c) other than as expressly provided herein, a waiver by the Monitor or the Vendor of any breach, default or event of default under the Presale Agreements or the Monitor's and the Vendor's respective rights and remedies at law or in equity or arising under or in connection with the Presale Agreements or the orders granted by the Court in the Developer's proceedings under the *Companies' Creditors Arrangement Act* (Canada), all of which are expressly reserved, including, without limitation:
   i. the right to rely on prior correspondence provided by the Monitor or its counsel or agents to any of the HG Applicants or their counsel;
   ii. the right to enforce the Presale Agreements and require the HG Applicants to complete their respective purchases and pay the balance of the purchase price in accordance with the terms of their respective Presale Agreements following a Final Determination of the Application;
   iii. the right to terminate the Presale Agreements and retain the applicable HG Applicants' deposits, including any applicable Retained Deposits, as a result of any existing or future breach, default or event of default under the Presale Agreements following a Final Determination of the Application; and
   iv. the right to claim and pursue damages for any existing or future breach, default or event of default under the Presale Agreements following a Final Determination of the Application.

We believe that the foregoing adequately balances and protects the rights and interests of the Monitor, the Vendor, and the Developer's stakeholders, including the HG Applicants, in the circumstances. However, if you believe that any terms may have been missed or wish to discuss the above, including any preference that the HG Applicants Without Notice may have to proceed as proposed under "(d)" above, please let us know. Please note that if the HG Applicants Without Notice do not advise of their election to proceed as proposed under "(d)" above before 5:00 p.m. (PT) on July 29, 2026, the Monitor will proceed as proposed under the first "(a)" – "(c)" referenced above.

Kind regards,

Josh

**Joshua Foster**
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