



No. S-246994  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND:

**DISTRICT NORTHWEST LIMITED PARTNERSHIP  
AND  
105 UNIVERSITY VIEW HOMES LTD.  
AND  
SURREY CENTRE DISTRICT NW GP LTD.**

RESPONDENTS

**NOTICE OF APPLICATION**

**NAME OF APPLICANT:** KSV Restructuring Inc. (“**KSV**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**” or the “**Applicant**”) of 105 University View Homes Ltd. (“**105 University**”), District Northwest Limited Partnership (“**District LP**”) and Surrey Centre District NW GP Ltd. (“**District GP**” and collectively with 105 University and District LP, the “**Debtors**”).

**TO:** the service list attached hereto as Schedule “A”.

**TAKE NOTICE** that an application will be made by the Applicant to the Honourable Justice Masuhara at the courthouse at 800 Smithe Street, Vancouver, BC on June 24, 2025, at 10:00 a.m. for the orders set out in Part 1 below.

The Applicant estimates that the application will take 120 minutes.

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

## PART 1: ORDERS SOUGHT

1. An order (the “**Interim Distribution & Ancillary Order**”), substantially in the form attached hereto as Schedule “B”, among other things:
  - (a) abridging the time for service of the within application;
  - (b) authorizing and directing the Receiver to distribute by way of one or more distributions (collectively, the “**Distributions**”) to KingSett Mortgage Corporation (“**KingSett**”) all interest accrued and that will continue to accrue prior to the applicable Distribution (collectively, the “**Accrued Interest**”) on all of the deposits (collectively, the “**Deposits**”) provided in connection with pre-sale contracts (collectively, the “**Pre-Sale Contracts**”) rescinded by the pre-sale purchasers (collectively, the “**Pre-Sale Purchasers**”) party thereto in accordance with the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended (“**REDMA**”) and the *Real Estate Development Marketing Regulation*, B.C. Reg. 505/2004, as amended (“**REDMR**”), subject to such holdbacks as the Receiver considers necessary or appropriate to fund these proceedings, including, without limitation, the Receiver’s fees and the fees of its counsel;
  - (c) approving the activities of the Receiver, as set out in the First Report of the Receiver dated January 21, 2025 (the “**First Report**”), the Second Report of the Receiver dated March 24, 2025 (the “**Second Report**”), and the Third Report of the Receiver dated June 18, 2025 (the “**Third Report**” and collectively with the First Report and the Second Report, the “**Reports**”); and
  - (d) authorizing Richards Buell Sutton LLP (“**RBS**”) to release the Administration Fees (as defined below) currently held in trust by it, and to pay such Administration Fees to itself.
2. An order (the “**Amended Sale Process Order**”), substantially in the form attached hereto as Schedule “C”, among other things:
  - (a) abridging the time for service of the within application; and

- (b) approving the amended sale process, substantially as described in the Third Report (the “**Amended Sale Process**”), including the proposed retention of Jones Lang LaSalle Real Estate Services, Inc. as listing agent (the “**Sales Agent**”), and authorizing the Receiver 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.
3. Such other relief as this Honourable Court deems just.

## **PART 2: FACTUAL BASIS**

### **Background**

4. The Debtors consist of 105 University, District GP and District LP. 105 University and District GP are corporations incorporated pursuant to the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended. District LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended, of which District GP is the general partner.
5. District LP and 105 University are the beneficial and registered owners, respectively, of the property located at LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP111526, PID: 031-746-667 (the “**Lands**”). Prior to the commencement of these proceedings, the Debtors were rezoning and obtaining permits to develop a mixed-use development project on the Lands consisting of two towers with 1,023 units known as “District Northwest” (the “**District Project**”).
6. In connection with the District Project, certain of the Debtors entered into a commitment letter dated February 14, 2022 (as amended on October 16, 2023, January 30, 2024, and March 19, 2024, the “**Commitment Letter**”), among, *inter alios*, District LP, as borrower, 105 University, as nominee, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$79,912,500 (the “**KingSett Loan**”).
7. As at January 6, 2025, the total indebtedness to KingSett, under the KingSett Loan (the “**KingSett Indebtedness**”) was approximately \$88,730,000, accruing interest at a rate of approximately \$30,293.47 per day.

8. The payment and performance of the KingSett Indebtedness is secured by various security, including, among other things:
  - (a) a general security agreement dated February 24, 2022, between 105 University, as grantor, and KingSett, as grantee;
  - (b) a direction, acknowledgement, and security agreement dated February 24, 2022, granted by 105 University and District LP in favour of KingSett;
  - (c) a first mortgage/charge in the principal amount of \$70,000,000 and an assignment of rents registered against the Lands in favour of KingSett; and
  - (d) a second mortgage/charge in the principal amount of \$99,890,625 registered against the Lands in favour of KingSett.

#### **The Receiver's Appointment and the Purpose of these Proceedings**

9. On November 8, 2024, KingSett obtained an order of this Court (the “**Receivership Order**”) pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended (the “**LEA**”), appointing KSV as the Receiver of the Lands and all right, title, and interest of 105 University and District LP in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including the proceeds thereof (the “**Property**”).
10. The principal purpose of these proceedings is to create a stabilized environment in which the Property and the District GP Property (as defined below) can be sold, and the proceeds arising therefrom can be distributed for the benefit of the Debtors' stakeholders. In furtherance of such purpose, the Receiver sought and, on April 2, 2025, obtained the following orders:
  - (a) an order (the “**Amended and Restated Receivership Order**”), among other things:

- (i) expanding the scope of the receivership by appointing KSV as the receiver, without security, of all of District GP's presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including the proceeds thereof (the "**District GP Property**");
  - (ii) authorizing and directing RBS to release and transfer all deposits (collectively, the "**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, exclusive of all applicable administration fees and taxes to be remitted by RBS on such administration fees (collectively, the "**Administration Fees**"); and
  - (iii) directing RBS to retain the Administration Fees until further order of this Court; and
- (b) an order (the "**Sale Process Order**"), among other things:
- (i) approving the sale process attached as Schedule "B" to the proposed Sale Process Order (the "**Sale Process**") and authorizing the Receiver to carry out the Sale Process in accordance with its terms and the terms of the Sale Process Order; and
  - (ii) authorizing and empowering the Receiver, *nunc pro tunc*, to enter into the stalking horse purchase agreement dated March 12, 2025 (the "**Stalking Horse APS**"), between the Receiver and 1419195 B.C. Ltd. (the "**Stalking Horse Bidder**"), solely for the purposes of acting as the stalking horse bid in the Sale Process (the "**Stalking Horse Bid**").

### **The Sale Process**

11. The Sale Process was developed by the Receiver, in consultation with the Stalking Horse Bidder, to solicit interest in, and opportunities for, a sale of the Property and the District GP Property (together, the "**Receivership Property**"). The Sale Process is intended to provide a flexible, efficient and fair process for canvassing the market for potential

purchasers and maximizing the value of the Receivership Property and recovery for the Debtors' creditors.

12. The Sale Process comprises two phases. The first phase of the Sale Process, which is now complete, required the submission of non-binding letters of intent and executed non-disclosure agreements by potential bidders by no later than 5:00 p.m. (Pacific Time) on May 9, 2025. The second phase of the Sale Process originally required the submission by Qualified Bidders (as defined in the Sale Process) of binding offers by no later than 5:00 p.m. (Pacific Time) on June 13, 2025 (the "**Final Bid Deadline**").
13. As of the date hereof, the Sale Process remains ongoing, albeit it is no longer underpinned by the Stalking Horse APS, which was mutually terminated on May 30, 2025, in accordance with its terms. As a result of the mutual termination of the Stalking Horse APS, the Receiver has, among other things:
  - (a) extended the Final Bid Deadline to June 27, 2025; and
  - (b) advised potential bidders of its authority to seek to modify the Sale Process, including by applying to this Court for an order amending the Sale Process, notwithstanding the extension of the Final Bid Deadline.
14. As referenced above and described below, the Receiver now seeks to modify the Sale Process in the form of the proposed Amended Sale Process to maximize the value of the Receivership Property.

#### **The Distribution of the Accrued Interest**

15. In connection with, and as contemplated by, the Sale Process, the Receiver, among other things:
  - (a) filed the New Disclosure Statement (as defined in the Stalking Horse APS) with the BC Financial Services Authority in accordance with REDMA; and
  - (b) provided or caused to be provided the New Disclosure Statement, including the Addendum to Pre-Sale Contract (as defined in the Stalking Horse APS), to Pre-sale

Purchasers, together with a notice apprising the Pre-Sale Purchasers of the Sale Process, the New Disclosure Statement, the Addendum to Pre-Sale Contract, the Stalking Horse Bid, and their rights of rescission under REDMA (the “**Pre-Sale Purchaser Notice**”).

16. Since the filing of the New Disclosure Statement and the delivery of the Pre-Sale Purchaser Notice, the Receiver has received numerous notices of rescission – exceeding the maximum amount contemplated under the Stalking Horse APS – from Pre-Sale Purchasers wishing to rescind their Pre-Sale Contracts. Such Pre-Sale Purchasers that have validly rescinded their Pre-Sale Contracts in accordance with REDMA and REDMR are entitled to the return of, and have been receiving, their Deposits, less any applicable Administration Fees and Accrued Interest.
17. Pursuant to the Pre-Sale Contracts and as Pre-Sale Purchasers have been advised, no Accrued Interest is payable to Pre-Sale Purchasers that elect to rescind their Pre-Sale Contracts. Rather, such Accrued Interest is the Property of District LP.
18. To reduce the Debtors’ significant interest obligations and facilitate the efficient and timely administration of their estates, the Receiver is now seeking authorization to distribute the Accrued Interest payable to District LP to KingSett by way of the Distributions in partial satisfaction of the KingSett Indebtedness.
19. Subject to the Receiver’s Charge and the Receiver’s Borrowings Charge (each as defined in the Amended and Restated Receivership Order), KingSett has the senior ranking interest in the Accrued Interest on all of the Deposits provided in connection with the Pre-Sale Contracts voluntarily rescinded by Pre-Sale Purchasers.

#### **The Approval of the Receiver’s Activities**

20. Since the granting of the Receivership Order, the Receiver, with the assistance of its counsel, has diligently advanced these proceedings, pursued value-maximizing means of monetizing the Debtors’ assets and complied with its duties. Pursuant to the proposed Interim Distribution & Ancillary Order, the Receiver is now seeking approval of such activities, as described in the Reports.

### **The Release of the Administration Fees**

21. As referenced above, the Amended and Restated Receivership Order authorized and directed RBS to transfer the Deposits and all interest thereon to Bennett Jones LLP, in trust, exclusive of the Administration Fees, which Pre-Sale Purchasers acknowledged under the Pre-Sale Contracts RBS was entitled to charge and deduct from each payment made comprising a Deposit. To afford Pre-Sale Purchasers with additional notice of their retention, the Amended and Restated Receivership also directed RBS to hold the Administration Fees in trust until further order of this Court.
22. Having apprised Pre-Sale Purchasers of the Administration Fees' retention, the Receiver now seeks authorization for RBS to release the Administration Fees from trust and pay such Administration Fees to itself as contemplated under the Pre-Sale Contracts pursuant to the proposed Interim Distribution & Ancillary Order.

### **The Sales Agent's Retention**

23. To enhance the efficacy of the Amended Sale Process, the Receiver proposes to engage the Sales Agent. The Sales Agent is a leading national brokerage, with the requisite experience and expertise to market the Receivership Property, including extensive knowledge of the Greater Vancouver Area real estate market.
24. In connection with the provision of its services and in accordance with the proposed Amended Sales Process, the Sales Agent will be entitled to a commission of 1.00% plus GST, subject to certain customary conditions and carveouts.

### **The Amended Sale Process**

25. The Receiver developed the Amended Sale Process, in consultation with the Sales Agent, to solicit interest in the Receivership Property. The Amended Sale Process is intended to be a flexible, efficient and fair process for canvassing the market for potential purchasers and maximizing the value of the Receivership Property and recovery for the Debtors' creditors.
26. Principally, the proposed Amended Sale Process consists of the following steps:



- (a) within twenty days of the granting of the proposed Amended Sale Process Order, the Sales Agent will, among other things, prepare a teaser letter and confidential information memorandum and populate a virtual data room in respect of the Receivership Property, develop a master prospects list, and have pre-marketing discussions with certain targeted prospects;
- (b) during a four to six week period following the commencement of the Amended Sale Process, the Sales Agent will, among other things, send an offering summary and the approved marketing materials to its client base, if requested by the Receiver, offer the Receivership Property for sale on an unpriced basis or post the Receivership Property for sale on a Multiple Listing Service for \$1.00, directly canvass likely prospects and facilitate the diligence process for interested parties;
- (c) within six weeks of the commencement of the Amended Sale Process (the “**Bid Deadline**”), prospective purchasers will be required to submit a purchase and sale agreement in the form prepared by the Receiver and its counsel, together with a blackline reflecting any proposed revisions thereto;
- (d) one week from the Bid Deadline, among other things:
  - (i) the Sales Agent will collect and summarize all of the offers received by the Bid Deadline;
  - (ii) the Receiver may request that prospective purchasers improve their offers and invite prospective purchasers to participate in as many rounds of bidding as needed to maximize the consideration offered and minimize risks associated with closing;
  - (iii) the Receiver will select the successful bidder(s) (each, a “**Successful Bidder**”), having regard to, among other things: (A) the total consideration; (B) the form of consideration being offered; (C) any third-party approvals required; and (D) any conditions to closing and the time required to satisfy or waive same; and

- (iv) within thirty days of their selection, the Successful Bidder(s) shall address any of the outstanding diligence conditions to which its or their bids, as applicable, are subject (each, a “**Successful Bid**”); and
- (e) following the execution of the applicable transaction documents, the Receiver will seek Court approval of the Successful Bid(s).

### **PART 3: LEGAL BASIS**

27. The Receiver relies on:

- (a) the BIA, LEA and the *Supreme Court Civil Rules*, BC Reg. 241/2010;
- (b) the inherent and equitable jurisdiction of this Court; and
- (c) such further and other legal basis as counsel may advise and this Court may allow.

### **The Distributions Should be Authorized**

28. Distributions, including interim distributions, are frequently authorized in insolvency proceedings. The power to authorize a Court-appointed receiver to make distributions is “implicit in the *BLA*”, “practically necessary for the accomplishment of the objectives of the legislation”, and frequently incorporated in receivership orders, as it is here.

*Forjay Management Ltd. v 625536 B.C. Ltd.*, 2019 BCCA 368 at paras 26, 31.  
*Forjay Management Ltd. v 0981478 Ltd.*, 2019 BCSC 1129 at para 8.  
*HSBC Bank Canada v Maple Leaf Loading Ltd.*, 2014 BCSC 2245 at paras 3(c), 8.  
*KingSett Mortgage Corporation v 6511 Sussex Heights Development Ltd. et al.*  
(January 20, 2025), Vancouver, S-247764 (Order) BCSC at para 12 [Amended  
and Restated Receivership Order].

29. When determining whether to authorize an interim distribution to a senior ranking secured creditor, Courts have considered, among other things:

- (a) the validity and enforceability of such creditor’s security;
- (b) whether the debtor/estate will have sufficient liquidity subsequent to the distribution;

- (c) the economy to be achieved by the proposed distribution; and
- (d) whether any objecting creditor has an economic interest in the assets that gave rise to the proceeds to be distributed.

*Windsor Machine & Stamping Ltd., Re* (2009), 179 ACWS (3d) 513 at paras 13-14.

*Re AbitibiBowater*, 2009 QCCS 6461 at paras 70-75.

*First Source Financial Management v Chacon Strawberry Fields Inc.*, 2024 ONSC 7229 at para 45 [*First Source*].

*KingSett Mortgage Corporation v Churchill Lands United Inc.*, 2024 ONSC 7127 at paras 43-44 [*Churchill*].

30. The application of the foregoing considerations in this case makes clear that the proposed Distributions are appropriate in the circumstances. Namely:

- (a) as set out in the Second Report, the Receiver's independent counsel has provided a written opinion that the security granted by 105 University and District LP in favour of KingSett constitutes valid security, enforceable in accordance with its terms, and perfected, where necessary by registration. More importantly, the validity, enforceability and senior priority of such security, subject to the Receiver's Charge and the Receiver's Borrowings Charge, has been determined by this Court pursuant to an order dated January 30, 2025 (the "**Judgement Order**"), including as it relates to all of 105 University's and District LP's present and after acquired personal property;
- (b) pursuant to the proposed Interim Distribution & Ancillary Order, the Receiver will be entitled to hold back such amounts from the Accrued Interest on the Deposits provided in connection with the Pre-Sale Contracts rescinded by Presale Purchasers prior to making any Distributions. The Receiver is therefore confident that it will have access to sufficient monies to advance these proceedings while making the Distributions;
- (c) the Distributions will reduce the KingSett Indebtedness, resulting in a corresponding reduction in 105 University's and District LP's substantial interest obligations;

- (d) based on the terms of the Pre-Sale Contracts, all Accrued Interest on the Deposits provided in connection with the Pre-Sale Contracts voluntarily rescinded by Pre-Sale Purchasers constitutes Property of District LP. As noted above, KingSett has the senior ranking interest in such Property, subject only to the Receiver's Charge and the Receiver's Borrowings Charge; and
- (e) while certain Pre-Sale Purchasers have expressed a preference to be paid Accrued Interest upon the voluntary rescission of their Pre-Sale Contracts, the Receiver has not received any formal objection to District LP's retention of the Accrued Interest.

Third Report of the Receiver dated June 18, 2025, s 5.0 at para 4 [Third Report].

### **The Receiver's Activities Should be Approved**

31. This Court has inherent jurisdiction to approve a Court-appointed receiver's present and past activities. Such activity approval is routinely granted in the context of receivership proceedings, recognizing that it:
- (a) brings the receiver's activities before the Court;
  - (a) enables the Court to satisfy itself that the receiver's activities have been conducted prudently and diligently;
  - (b) allows the concerns of stakeholders to be considered and addressed;
  - (c) provides stakeholders with an opportunity to bring to the fore any concerns they may have regarding the receiver's diligence and prudence;
  - (d) provides protection for the receiver not otherwise provided by statute;
  - (e) permits the receiver to move forward with the next steps in the proceedings; and
  - (f) protects creditors from the delay and expense that would be caused by:
    - (i) the re-litigation of the steps taken in the proceedings to date; and
    - (ii) potential indemnity claims by the receiver.

*Leslie & Irene Dube Foundation Inc. v P218 Enterprises Ltd.*, 2014 BCSC 1855 at para 54.

*Re Hanfeng Evergreen Inc.*, 2017 ONSC 7161 at paras 15-17, 21 [*Evergreen*].

*Triple-I Capital Partners Limited v 12411300 Canada Inc.*, 2023 ONSC 3400 at paras 65-66.

*First Source, supra* at para 55.

*Churchill, supra* at para 45.

32. Given the aforementioned benefits of approving a Court-appointed receiver's activities and the reasonableness and prudence of its conduct to date, having regard to its mandate, the Receiver submits that it is appropriate for this Court to exercise its jurisdiction to approve its activities, as described in the Reports.

### **The Administration Fees Should be Released From Trust and Paid to RBS**

33. The proposed Interim Distribution & Ancillary Order authorizes RBS to release the Administration Fees currently held in trust by it, and to pay such Administration Fees to itself.
34. The Receiver submits that it is appropriate for this Court to authorize the release of the Administration Fees as proposed under the Interim Distribution & Ancillary Order given that:
- (a) under the Pre-Sale Contracts, all Pre-Sale Purchasers acknowledged that RBS was entitled to charge and deduct the Administration Fees from each payment made comprising a Deposit;
  - (b) this Court has previously approved the retention and payment of an administration fee by and to a vendor's legal counsel in accordance with a pre-sale contract of purchase containing, in relevant part, substantially similar terms as those set out in the Pre-Sale Contracts;
  - (c) the Receiver has provided Pre-Sale Purchasers with additional notice of RBS' proposed retention of the Administration Fees, as contemplated by the Pre-Sale Contracts; and

- (d) the Receiver is not aware of any objection to the Administration Fees' retention by, and payment to, RBS as contemplated by the Pre-Sale Contracts.

Third Report, *supra* s 6.0 at paras 1-2.  
*Sethna v 350 Kingsway Development Ltd.*, 2010 BCSC 351 at paras 17, 69.

### **The Amended Sale Process and the Sales Agent's Engagement Should be Approved**

35. To achieve the purposes of receiverships, including the enhancement and facilitation of the realization of a debtor's assets for the benefit of creditors, courts routinely exercise their discretion under subsection 243(1)(c) of the BIA to grant orders authorizing the marketing and sale of such assets. Relying on subsection 243(1)(c) of the BIA, Courts also frequently approve "the engagement by the Receiver of a real estate broker and [...] broker agreements" to facilitate the marketing of a debtor's assets.

*Peace River Hydro Partners v Petrowest Corp.*, 2022 SCC 41 at paras 56-57, 148.  
*Third Eye Capital Corporation v. Ressources Dianor Inc./Dianor Resources Inc.*, 2019 ONCA 508 at para 73.  
*KEB Hana Bank v Mizrahi Commercial (The One) LP et al.*, 2024 ONSC 3739 at para 42 [KEB].

36. Here, the Amended and Restated Receivership Order expressly authorizes and empowers the Receiver to, among other things:
- (a) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time on whatever basis to assist with the exercise of the Receiver's powers and duties; and
  - (b) market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate.

Amended and Restated Receivership Order, *supra* at paras 2(d), 2(k).

37. Consistent with its powers, the Receiver now seeks approval of the Amended Sale Process, including the Sales Agent's engagement, and to conduct the Amended Sale Process to fairly, efficiently and effectively maximize the value of the Receivership Property.
38. When determining whether to approve a sale process, Courts should consider the following factors:
- (a) the fairness, transparency and integrity of the proposed process;
  - (b) the commercial efficacy of the proposed process in light of the specific circumstances facing the receiver; and
  - (c) whether the sale process will optimize the chances, in the particular circumstances, of securing the best possible price for the assets up for sale.

*CCM Master Qualified Fund v Bluetip Power Technologies*, 2012 ONSC 1750 at para 6.  
*KEB, supra* at para 59.

39. The aforementioned factors applicable to the approval of a sale process are also frequently considered in light of the principles applicable to the approval of a sale transaction enumerated in *Royal Bank of Canada v Soundair Corp.* Namely:
- (a) whether the receiver made a sufficient effort to obtain the best price and to not act improvidently;
  - (b) the interests of all parties;
  - (c) the efficacy and integrity of the process by which the receiver obtained the offers; and
  - (d) whether the working out of the process was unfair.

*Royal Bank v Soundair Corp.*, [1991] 46 OAC 321 at para 16.  
*Royal Bank of Canada v 2668144 Ontario Inc. et al.*, 2024 ONSC 1680 at para 10.  
*Ontario Securities Commission v Bridging Finance Inc.*, 2021 ONSC 5338 at paras 7-8.  
*KEB, supra* at paras 59-60.

40. The business judgment, expertise and recommendations of Court-appointed receivers with respect to proposed sale processes are entitled to substantial deference.

*Marchant Realty Partners Inc. v 2407553 Ontario Inc.*, 2021 ONCA 375 at paras 15, 19.  
*Ontario Securities Commission v Bridging Finance Inc.*, 2022 ONSC 1857 at paras 43-45.  
*KEB, supra* at para 63.

41. The Receiver submits that the factors applicable to the approval of a sale process, viewed in light of those applicable to a sale transaction, support the proposed Amended Sale Process' approval given that:

- (a) the proposed Amended Sale Process was developed by the Receiver in consultation with the Sales Agent, with a view to providing a flexible, efficient and fair process for canvassing the market for potential purchasers and maximizing the value of the Receivership Property and recovery for the Debtors' creditors;
- (b) the Amended Sale Process is consistent with other insolvency sale processes approved by this Court for real property;
- (c) the proposed Amended Sale Process will be conducted and overseen by the Receiver and the Sales Agent. Given its significant expertise and experience in marketing similar properties, as well as its familiarity with the Receivership Property and commission structure, the commercial efficacy of the proposed Amended Sale Process will be enhanced by the Sales Agent's retention;
- (d) the proposed Amended Sale Process will enable the Receiver and the Sales Agent to broadly market the Receivership Property and optimize the chances of securing the maximum purchase price for the Receivership Property available in the circumstances, while preventing the undue accrual of additional interest; and
- (e) the proposed Amended Sale Process is in the best interests of the Debtors' stakeholders and is supported by the Debtors' largest and senior secured creditor, KingSett.



Third Report, *supra* s 4.5 at para 1.


**PART 4: MATERIAL TO BE RELIED ON**

1. The First Report;
2. The Second Report;
3. The Third Report;
4. The Amended and Restated Receivership Order;
5. The Judgement Order; and
6. Such further and other material as counsel may advise.

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

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed application response;
  - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
  - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Date: June 18, 2025

  
\_\_\_\_\_  
Signature of Joshua Foster  
Lawyer for the Receiver

To be completed by the court only:

Order made

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

☐ with the following variations and additional terms:

.....  
.....  
.....

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

.....  
Signature of ☐ Judge ☐ Associate Judge

## APPENDIX

### THIS APPLICATION INVOLVES THE FOLLOWING:

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

**SCHEDULE "A"**  
**SERVICE LIST**

See attached.

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND:

**DISTRICT NORTHWEST LIMITED PARTNERSHIP  
AND  
105 UNIVERSITY VIEW HOMES LTD.  
AND  
SURREY CENTRE DISTRICT NW GP LTD.**

RESPONDENTS

**Service List**  
(As of June 18, 2025)

<p>Osler, Hoskin &amp; Harcourt LLP Suite 3000, Bentall Four 1055 Dunsmuir Street Vancouver, BC V7X 1K8</p> <p><b>Attention: Mary Buttery, Emma Newbery and Lucas Hodgson</b></p> <p>Tel. No.: (778) 785-3000</p> <p>Email: <a href="mailto:mbuttery@osler.com">mbuttery@osler.com</a> <a href="mailto:enewbery@osler.com">enewbery@osler.com</a> <a href="mailto:lhodgson@osler.com">lhodgson@osler.com</a></p> <p><i>Counsel to the Petitioner, KingSett Mortgage Corporation</i></p>	<p>Bennett Jones LLP Suite 2500, 666 Burrard Street Vancouver, BC V6C 2X8</p> <p><b>Attention: Sean Zweig, Joshua Foster and Andrew Froh</b></p> <p>Tel. No.: (604) 891-7500</p> <p>Email: <a href="mailto:zweigs@bennettjones.com">zweigs@bennettjones.com</a> <a href="mailto:fosterj@bennettjones.com">fosterj@bennettjones.com</a> <a href="mailto:froha@bennettjones.com">froha@bennettjones.com</a></p> <p><i>Counsel to the Court-appointed Receiver, KSV Restructuring Inc.</i></p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>KSV Restructuring Inc. 220 Bay Street, 13<sup>th</sup> Floor, PO Box 20 Toronto, ON M5J 2W4</p> <p><b>Attention: Noah Goldstein, Jason Knight and Maha Shah</b></p> <p>Tel. No.: (416) 932-6262</p> <p>Email: <a href="mailto:ngoldstein@ksvadvisory.com">ngoldstein@ksvadvisory.com</a> <a href="mailto:jknight@ksvadvisory.com">jknight@ksvadvisory.com</a> <a href="mailto:mshah@ksvadvisory.com">mshah@ksvadvisory.com</a></p> <p><i>The Court-appointed Receiver</i></p>	<p>Richards Buell Sutton LLP Suite 700, 401 West Georgia Street Vancouver, BC V6B 5A1</p> <p><b>Attention: Daniel D. Nugent and Ryan A. Shaw</b></p> <p>Tel. No.: (604) 682-3664</p> <p>Email: <a href="mailto:dnugent@rbs.ca">dnugent@rbs.ca</a> <a href="mailto:rshaw@rbs.ca">rshaw@rbs.ca</a></p> <p><i>Counsel to the Respondents, District Northwest Limited Partnership, 105 University View Homes Ltd. and Surrey Centre District NW GP Ltd.</i></p>
<p>District Northwest Limited Partnership, 105 University View Homes Ltd. and Surrey Centre District NW GP Ltd. c/o Thind Properties Ltd. Unit 700 – 4211 Kingsway Burnaby, BC V5H 1Z6</p> <p><b>Attention: Paul Thind and Daljit Thind</b></p> <p>Tel. No.: (604) 451-7780</p> <p>Email: <a href="mailto:paul@thind.ca">paul@thind.ca</a> <a href="mailto:daljit@thind.ca">daljit@thind.ca</a></p> <p><i>The Respondents</i></p>	<p>Webster Hudson &amp; Coombe LLP Suite 510, 1040 West Georgia Street Vancouver, BC V6E 4H1</p> <p><b>Attention: Richard B. Pearce</b></p> <p>Tel. No.: (604) 682-3488</p> <p>Email: <a href="mailto:rbp@whclaw.ca">rbp@whclaw.ca</a></p> <p><i>Counsel to the Subordinate Secured Creditors, R.A.R. Consultants Ltd., Garmeco Canada Consultants Ltd., IHI Developments Ltd. and IHI Holdings Ltd.</i></p>

<p>Department of Justice Canada British Columbia Regional Office Suite 900, 840 Howe Street Vancouver, BC V6Z 2S9</p> <p><b>Attention: Jessica Ko and Mariam Assadi</b></p> <p>Email: <a href="mailto:Jessica.Ko@justice.gc.ca">Jessica.Ko@justice.gc.ca</a> <a href="mailto:Mariam.Assadi@justice.gc.ca">Mariam.Assadi@justice.gc.ca</a></p> <p><i>Counsel for His Majesty the King in Right of Canada</i></p>	<p>Ministry of Attorney General (British Columbia) Legal Services Branch, Ministry of Attorney General PO Box 9280 Stn Prov Govt Victoria, BC V8W 9J7</p> <p><b>Attention: Andrea Glen</b></p> <p>Email: <a href="mailto:aaron.welch@gov.bc.ca">aaron.welch@gov.bc.ca</a>; <a href="mailto:AGLSBRevTaxInsolvency@gov.bc.ca">AGLSBRevTaxInsolvency@gov.bc.ca</a></p>
<p>BC Financial Services Authority 600 – 750 West Pender Street Vancouver, BC V6C 2T8</p> <p><b>Attention: Kyle Ferguson</b></p> <p>Tel. No.: (778) 725-0755</p> <p>Email: <a href="mailto:kyle.ferguson@bcfsa.ca">kyle.ferguson@bcfsa.ca</a></p> <p><i>Counsel for the Superintendent of Real Estate</i></p>	<p>Irina Almasan and Ovidiu Almasan</p> <p>Email: <a href="mailto:irina.almasan@gmail.com">irina.almasan@gmail.com</a> <a href="mailto:oviai@hotmail.com">oviai@hotmail.com</a></p> <p><i>Unit Purchasers</i></p>
<p>Raman Mann* PREC 1576 212 Street Langley, BC V2Z 1T2</p> <p><b>Attention: Ramandeep Mann</b></p> <p>Email: <a href="mailto:ramanmann@sutton.com">ramanmann@sutton.com</a></p> <p><i>Unsecured Creditor</i></p>	<p>Sportschuetz &amp; Company Law Corporation Suite 315, 63 West 6th Avenue Vancouver, BC V5Y 1K2</p> <p><b>Attention: Adrian D. Greer</b></p> <p>Tel. No.: (604) 262-3791</p> <p>Email: <a href="mailto:adrian@sportschuetz.ca">adrian@sportschuetz.ca</a></p> <p><i>Counsel to A &amp; B Tool Rentals Ltd.</i></p>

<p>Fasken Martineau DuMoulin LLP Suite 2900, 550 Burrard Street Vancouver, BC V6C 0A3</p> <p><b>Attention: Kareem Jetha and Mishaal Gill</b></p> <p>Tel. No.: (604) 631-3131</p> <p>Email: <a href="mailto:kjetha@fasken.com">kjetha@fasken.com</a> <a href="mailto:mgill@fasken.com">mgill@fasken.com</a></p> <p><i>Counsel to the Former Stalking Horse Bidder</i></p>	<p>Watson Goepel LLP Suite 1200, 1075 West Georgia Street Vancouver, BC V6E 3C9</p> <p><b>Attention: Elias Notopoulos</b></p> <p>Direct Tel.: (604) 609-3091</p> <p>Email: <a href="mailto:enotopoulos@watsongoepel.com">enotopoulos@watsongoepel.com</a></p> <p><i>Counsel to 1076737 B.C. Ltd</i></p>
<p>Mohmed Salim Contractor 20 – 12585 72 Avenue Surrey, BC V3W 4E8</p> <p>Email: <a href="mailto:cwics.team@yahoo.ca">cwics.team@yahoo.ca</a></p> <p>Tel. No.: (604) 817-3022</p> <p><i>Purchaser</i></p>	<p>Ali Tariq</p> <p>Email: <a href="mailto:alihashmi0231@gmail.com">alihashmi0231@gmail.com</a></p> <p>Tel. No.: (778) 245-0231</p> <p><i>Purchaser</i></p>
<p>Muhammad Yousuf 15878 29A Avenue Surrey, BC V3Z 0N3</p> <p>Email: <a href="mailto:oceanpk007@yahoo.com">oceanpk007@yahoo.com</a></p> <p>Tel. No.: (778) 554-8251</p> <p><i>Purchaser</i></p>	<p>Shanaz Ali Email: <a href="mailto:mohammed_sidik@msn.com">mohammed_sidik@msn.com</a> Tel. No.: (778) 689-4495</p> <p>Neha Sidik Email: <a href="mailto:nehasidik6@gmail.com">nehasidik6@gmail.com</a> Tel. No.: (778) 712-0102</p> <p>Rahinuma Ali Email: <a href="mailto:kundru99@gmail.com">kundru99@gmail.com</a> Tel. No.: (604) 551-9306</p> <p>10955 131 Street Surrey, BC V3T 3P7</p> <p><i>Purchaser</i></p>



<p>Core Creative &amp; Strategy Inc. 10731 Canso Crescent Richmond, BC V7E 5B6</p> <p><b>Attention: Dao Wai David Tsai</b></p> <p>Email: <a href="mailto:info@corecreate.co">info@corecreate.co</a></p> <p><i>A Lien Claimant</i></p>	<p>BOXX Modular GP Inc. 21690 Smith Crescent Langley, BC V2Y 0W6</p> <p><b>Nancy Jarman</b></p> <p>Email: <a href="mailto:njarman@blackdiamondgroup.com">njarman@blackdiamondgroup.com</a></p> <p><i>A Lien Claimant</i></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### Email Distribution List

[mattery@osler.com](mailto:mattery@osler.com); [enewbery@osler.com](mailto:enewbery@osler.com); [lhodgson@osler.com](mailto:lhodgson@osler.com); [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com);  
[fosterj@bennettjones.com](mailto:fosterj@bennettjones.com); [froha@bennettjones.com](mailto:froha@bennettjones.com); [morenoe@bennettjones.com](mailto:morenoe@bennettjones.com);  
[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com); [jknight@ksvadvisory.com](mailto:jknight@ksvadvisory.com); [mshah@ksvadvisory.com](mailto:mshah@ksvadvisory.com);  
[dnugent@rbs.ca](mailto:dnugent@rbs.ca); [rshaw@rbs.ca](mailto:rshaw@rbs.ca); [paul@thind.ca](mailto:paul@thind.ca); [daljit@thind.ca](mailto:daljit@thind.ca); [rbp@whclaw.ca](mailto:rbp@whclaw.ca);  
[Jessica.Ko@justice.gc.ca](mailto:Jessica.Ko@justice.gc.ca); [Marlam.Assadi@justice.gc.ca](mailto:Marlam.Assadi@justice.gc.ca); [aaron.welch@gov.bc.ca](mailto:aaron.welch@gov.bc.ca);  
[AGLSBRevTaxInsolvency@gov.bc.ca](mailto:AGLSBRevTaxInsolvency@gov.bc.ca); [kyle.ferguson@bcfsa.ca](mailto:kyle.ferguson@bcfsa.ca); [irina.almasan@gmail.com](mailto:irina.almasan@gmail.com);  
[oviai@hotmail.com](mailto:oviai@hotmail.com); [ramanmann@sutton.com](mailto:ramanmann@sutton.com); [adrian@sportschuetz.ca](mailto:adrian@sportschuetz.ca); [kjetha@fasken.com](mailto:kjetha@fasken.com);  
[mgiill@fasken.com](mailto:mgiill@fasken.com); [enotopoulos@watsongoepel.com](mailto:enotopoulos@watsongoepel.com); [cwics.team@yahoo.ca](mailto:cwics.team@yahoo.ca);  
[alhashmi0231@gmail.com](mailto:alhashmi0231@gmail.com); [oceanpk007@yahoo.com](mailto:oceanpk007@yahoo.com); [mohammed\\_sidik@msn.com](mailto:mohammed_sidik@msn.com);  
[nehasidik6@gmail.com](mailto:nehasidik6@gmail.com); [kundru99@gmail.com](mailto:kundru99@gmail.com); [info@corecreate.co](mailto:info@corecreate.co);  
[njarman@blackdiamondgroup.com](mailto:njarman@blackdiamondgroup.com)

**SCHEDULE “B”  
INTERIM DISTRIBUTION & ANCILLARY ORDER**

See attached.

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND:

**DISTRICT NORTHWEST LIMITED PARTNERSHIP**

**AND**

**105 UNIVERSITY VIEW HOMES LTD.**

**AND**

**SURREY CENTRE DISTRICT NW GP LTD.**

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**INTERIM DISTRIBUTION & ANCILLARY ORDER**

BEFORE THE HONOURABLE JUSTICE     )     2025/June/24  
MASUHARA                                 )

**ON THE APPLICATION** of KSV Restructuring Inc., in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the property located at LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP111526, PID: 031-746-667 (the “**Lands**”) and all right, title and interest of 105 University View Homes Ltd., District Northwest Limited Partnership and Surrey Centre District NW GP Ltd. (collectively, the “**Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including all proceeds thereof, coming on for hearing at Vancouver, British Columbia, on the 24<sup>th</sup> day of June, 2025; **AND ON HEARING** Joshua Foster, counsel for the Receiver, and those other counsel listed on Schedule “A” hereto; **AND UPON READING** the material filed, including the First Report of the Receiver dated January 21, 2025, the Second Report of the Receiver dated March 24, 2025, and the Third Report of the Receiver dated June 18, 2025 (the “**Third Report**” and collectively with the First Report and the Second Report, the “**Reports**”);

**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 Third Report or the Amended and Restated Receivership Order of this Court dated April 2, 2025, 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.

### INTERIM DISTRIBUTION

3. The Receiver is hereby authorized and directed to distribute by way of one or more distributions (collectively, the “**Distributions**” and each, a “**Distribution**”) to KingSett Mortgage Corporation (“**KingSett**”) all interest accrued (and that will continue to accrue prior to the applicable Distribution) on all of the deposits provided in connection with the Pre-Sale Contracts rescinded by Pre-Sale Purchasers in accordance with the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended and the *Real Estate Development Marketing Regulation*, B.C. Reg. 505/2004, as amended, subject to such holdbacks as the Receiver considers necessary or appropriate to fund these proceedings, including, without limitation, the Receiver’s fees and the fees of its counsel. Each Distribution shall be in respect of the indebtedness owing to KingSett under its first mortgage registered against the Lands.
4. The Receiver and its counsel and other agents are hereby authorized to take all reasonably necessary steps and actions to effect the Distributions in accordance with, and subject to, the terms of this Order.
5. Notwithstanding:
  - (a) these proceedings;
  - (b) any applications for a bankruptcy order in respect of the Debtors (or any of them) now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and any bankruptcy order issued pursuant to any such applications; and
  - (c) any assignment in bankruptcy made by or in respect of the Debtors (or any of them),

each Distribution shall be made 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 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 oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. The Receiver and any other person facilitating the Distributions pursuant to this Order shall be entitled to deduct and withhold from the Distributions 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.

#### **ACTIVITY APPROVAL**

7. The activities of the Receiver, as set out in the Reports, are hereby approved; provided however, that only the Receiver, 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.

#### **RELEASE OF ADMINISTRATION FEES**

8. Richards Buell Sutton LLP is hereby authorized to release the Administration Fees currently held in trust by it, and to pay such Administration Fees to itself.

#### **GENERAL**

9. The Receiver 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.
10. **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 Receiver 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
11. Endorsement of this Order by counsel appearing on this Application, other than counsel for the Receiver, 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 Receiver

BY THE COURT

---

REGISTRAR

### **Schedule “A” – List of Counsel**

[illegible]



No. S-246994  
Vancouver Registry

---

IN THE SUPREME COURT OF BRITISH COLUMBIA

---

BETWEEN:

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND:

**DISTRICT NORTHWEST LIMITED PARTNERSHIP**

**AND**

**105 UNIVERSITY VIEW HOMES LTD.**

**AND**

**SURREY CENTRE DISTRICT NW GP LTD.**

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**INTERIM DISTRIBUTION & ANCILLARY ORDER**

---

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

Tel No.: (604) 891-7500

**SCHEDULE “C”  
AMENDED SALE PROCESS ORDER**

See attached.

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND:

**DISTRICT NORTHWEST LIMITED PARTNERSHIP**

**AND**

**105 UNIVERSITY VIEW HOMES LTD.**

**AND**

**SURREY CENTRE DISTRICT NW GP LTD.**

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**AMENDED SALE PROCESS ORDER**

BEFORE THE HONOURABLE JUSTICE     )  
MASUHARA                                     )     2025/June/24

**ON THE APPLICATION** of KSV Restructuring Inc., in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the property located at LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP111526, PID: 031-746-667 (the “**Lands**”) and all right, title and interest of 105 University View Homes Ltd., District Northwest Limited Partnership and Surrey Centre District NW GP Ltd. (collectively, the “**Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including all proceeds thereof, coming on for hearing at Vancouver, British Columbia, on the 24<sup>th</sup> day of June, 2025; **AND ON HEARING** Joshua Foster, counsel for the Receiver, and those other counsel listed on Schedule “A” hereto; **AND UPON READING** the material filed, including the Third Report of the Receiver dated June 18, 2025 (the “**Third 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 Third Report.

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.

#### **AMENDED SALE PROCESS APPROVAL**

3. The amended sale process, substantially as described in the Third Report, subject to any amendments thereto that may be made in accordance therewith, be and is hereby approved (the “**Amended Sale Process**”). The Receiver and the Sales Agent are hereby authorized to carry out the Amended Sale Process in accordance with its terms and the terms of this Order, and to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder.
4. The Receiver and the Sales Agent and each of their respective assistants, affiliates, partners, directors, employees, advisors, agents and controlling persons shall have no liability or obligation with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of performing their duties under the Amended Sale Process, as applicable, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of the Receiver or the Sales Agent, as applicable, as determined by this Court.

#### **PIPEDA**

5. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, and any similar legislation in any other applicable jurisdictions, the Receiver is hereby authorized and permitted to disclose and provide to its agents, including, without limitation, the Sales Agent, and any potential purchasers in the Amended Sale Process, personal information of identifiable individuals but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the Amended Sale Process (each a “**Transaction**”). Each person to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Receiver, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Receiver. Any purchaser under a Transaction shall maintain and protect the privacy of such information and, upon closing of a Transaction, shall be entitled to use the personal information provided to it that is related to the business and/or the property acquired pursuant to the Amended Sale Process in a manner that is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Receiver.

## GENERAL

6. The Receiver 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.
7. **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 Receiver 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
8. Endorsement of this Order by counsel appearing on this Application, other than counsel for the Receiver, 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 Receiver

BY THE COURT

---

REGISTRAR

**Schedule “A” – List of Counsel**

[illegible]

No. S-246994  
Vancouver Registry

---

IN THE SUPREME COURT OF BRITISH COLUMBIA

---

BETWEEN:

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND:

**DISTRICT NORTHWEST LIMITED PARTNERSHIP**

**AND**

**105 UNIVERSITY VIEW HOMES LTD.**

**AND**

**SURREY CENTRE DISTRICT NW GP LTD.**

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**AMENDED SALE PROCESS ORDER**

---

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

Tel No.: (604) 891-7500