



No. S-261991
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:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

RESPONDENT

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
)
)

17/April/2026

JUSTICE MASUHARA

THE APPLICATION of KSV Restructuring Inc. (“KSV”), in its capacity as the Court-appointed monitor (in such capacity, the “Monitor”) of the Respondent coming on for hearing at Vancouver, British Columbia, on the 17th day of April, 2026; AND ON HEARING Andrew Froh and Joshua Foster, counsel for the Monitor and KSV, in its capacity as the Court-appointed receiver (in such capacity, the “Receiver”) of the Respondent, and those other counsel listed on Schedule “A” hereto; AND UPON READING the Second Amended and Restated Receivership Order of this Court granted on October 3, 2025 (as may be further amended or amended and restated from time to time, the “Receivership Order”), in the proceedings bearing Action No. S-247664 (the “Receivership Proceedings”) and the material filed, including the First Affidavit of Daniel Pollack sworn March 18, 2026, the Joint Sixth Report of the Receiver and the Pre-Filing Report of KSV, in its capacity as the proposed monitor, dated March 31, 2026, the consent of KSV to act as the Monitor, and the First Report of the Monitor dated April 13, 2026; AND UPON BEING ADVISED that the secured creditors and others who are likely to be affected by the charge 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 Notice of Application 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. The Respondent is a company to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

3. Subject to the Receivership Order, this Order and any other Order of this Court granted in the Receivership Proceedings or these proceedings, the Respondent shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), and continue to carry on its business (the "**Business**") in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Respondent shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel, construction managers, contractors and such other persons (collectively, "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

4. Subject to the Receivership Order and any other Order of this Court granted in the Receivership Proceedings, the Respondent shall be entitled, but not required, to pay the fees and disbursements of any Assistants retained or employed by the Respondent which are related to the Respondent's restructuring, at their standard rates and charges, whether incurred prior to, on or after April 9, 2026 (the "**Order Date**").

5. Except as otherwise provided herein and subject to the Receivership Order and any other Order of this Court granted in the Receivership Proceedings, the Respondent shall be entitled to pay all expenses reasonably incurred by the Respondent 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 Respondent after the Order Date, including without limitation, with respect to goods and services actually supplied to the Respondent following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Respondent's obligations incurred prior to the Order Date); and
- (c) fees and disbursements of the kind referred to in paragraph 4 which may be incurred after the Order Date.

6. The Respondent is authorized to remit, in accordance with legal requirements, or pay:

- (a) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Respondent in connection with the sale of goods and services by the Respondent but, unless otherwise permitted under the Receivership Order or any other Order of this Court granted in the Receivership Proceedings, 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
- (b) 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 or in the Receivership Order or any other Order of this Court granted in the Receivership Proceedings, the Respondent is 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 Respondent to any of its creditors as of the Order Date;
- (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 the Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other Person (as defined below);
- (d) to not grant credit except in the ordinary course of the Business to its 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 Respondent 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 any requirements, restrictions, authorizations, approvals or directions in any other Order of this Court granted in the Receivership Proceedings or these proceedings, the Respondent shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of its Business or operations, commence marketing efforts in respect of any of its redundant or non-material assets and to dispose of its redundant or non-material assets;

- (b) take such steps or actions and execute such additional documentation as may be necessary or desirable to: (i) comply with its obligations under the Receivership Order and any other Order of this Court granted in the Receivership Proceedings; (ii) cooperate in, or facilitate the performance of, the Receiver's obligations and duties in the Receivership Proceedings; and (iii) cooperate in, and facilitate the conduct of, any Sale Process (as defined below); and
- (c) pursue all avenues of marketing and selling the Business or Property, in whole or in part, subject to prior approval of this Court being obtained before any sale of all or substantially all of the Business or Property,

all of the foregoing to permit the Respondent 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 Respondent, in the course of these proceedings, is permitted to, and hereby shall, disclose personal information of identifiable individuals in its possession or control to stakeholders, its 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 Respondent 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 Respondent.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

10. Until and including July 24, 2026, or such later date as this Court may order (the “**Stay Period**”), no action, suit or proceeding in any court or tribunal, excluding, for greater certainty, the Receivership Proceedings (each, a “**Proceeding**”), against or in respect of the Respondent 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 Respondent 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 Respondent or the Monitor, for and on behalf of the Respondent, to file a new disclosure statement under subsection 16(2) of the *Real Estate Development Marketing Act*, S.B.C. 1004, c. 41, as amended (“**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 purchase agreements with the Respondent or the Monitor, for and on behalf of the Respondent, 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.

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 Respondent 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. Nothing in this Order, including paragraphs 10 and 12, shall: (i) empower the Respondent to carry on any business which the Respondent is not lawfully entitled to carry on; (ii) affect such

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

NO INTERFERENCE WITH RIGHTS

14. 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 Respondent, except with the prior written consent of the Monitor or leave of this Court.

CONTINUATION OF SERVICES

15. During the Stay Period, all Persons having oral or written agreements or arrangements with the Respondent 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 services, security services, insurance, transportation services, utility or other services to the Business or the Respondent, 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 the Respondent or exercising any other remedy provided under the agreements or arrangements, and that the Respondent 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 the Respondent in accordance with normal payment practices of the 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

16. 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 Respondent on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

APPOINTMENT OF MONITOR AND MONITOR'S POWERS

17. 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 Respondent with the powers and obligations set out in the CCAA or set forth herein, and that the Respondent and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Respondent 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.

18. 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 Respondent's receipts and disbursements;
- (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) prepare the Respondent's cash flow statements;
- (d) 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 Respondent (collectively, the "**Books and Records**"), to the extent that is necessary to adequately assess the Respondent's Business and financial affairs or

to perform its duties arising under this Order or any further Order of this Court in these proceedings;

- (e) 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
- (f) perform such other duties as are required by this Order or by this Court from time to time.

19. In addition to the powers and duties of the Monitor set out in paragraph 18 of this Order, the CCAA, and applicable law, the Monitor, for and on behalf of, and in the name of, the Respondent, is hereby authorized and empowered, but not required, to exercise any power which may be properly exercised by a board of directors or any officer of the Respondent, 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 Respondent, in order to facilitate the performance of the Respondent's powers or obligations under this Order, any other Order of this Court in the Receivership Proceedings or these proceedings 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 the Respondent;
- (c) take control, or assist the Receiver in taking control, of the Respondent's existing accounts and the funds credited thereto or deposited therein in such manner as the Monitor, in consultation with the Receiver, deems necessary or appropriate, including, without limitation, transferring any funds received into such accounts to accounts held in the name of the Monitor or the Receiver, effecting any

disbursement from such accounts permitted by this Order or any other Order of this Court in the Receivership Proceedings or these proceedings, and adding or removing any Persons having signing authority with respect to any such account or directing the closing of any such 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 Respondent in connection with any of its accounts;

- (d) engage, retain, or terminate or cause the Respondent 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 Respondent or to facilitate or assist in the Restructuring, the continuation of the Respondent's Business, bringing the Property or any part thereof into compliance with applicable laws and building codes, or the preservation, protection or maintenance of the Property and the Business or any part thereof. For greater certainty, any such officer, employee, consultant, agent, representative, advisor, construction manager, project manager, contractor, subcontractor, trade, engineer, quantity surveyor, appraiser, real estate broker, expert, auditor, accountant, manager or other Persons or entities engaged or retained pursuant to this paragraph 19(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 Respondent, 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 Respondent and/or its 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 Respondent;
- (h) perform or cause the Respondent to perform such other functions or duties, and enter into or cause the Respondent to enter into any agreements or incur any obligations, as the Monitor considers necessary or desirable in order to facilitate or assist in the Restructuring or the Receivership Proceedings, including, without limitation, the realization and/or sale of all or any part of the Respondent's Property in accordance with this Order, any other Order of this Court in these proceedings or the Receivership Proceedings and the CCAA, the collection and distribution of any net proceeds of the Property (collectively, the "Proceeds"), the construction, maintenance, completion or delivery of any strata lots owned by the Respondent, the continuation of the Respondent's Business, or any other related activities;
- (i) cooperate in, or facilitate the performance of, the Receiver's obligations and duties in the Receivership Proceedings;
- (j) exercise any rights or powers of the Respondent, including, without limitation, any contractual, shareholder, partnership, or joint venture rights or powers of the Respondent and/or any right or power of the Respondent set out in this Order;
- (k) initiate, defend, continue, settle or compromise any and all Proceedings now pending or hereafter instituted with respect to the Respondent, any of the Property, 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;
- (l) 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;

- (m) 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 Respondent;
- (n) deal with any taxing or regulatory authority, including to execute any appointment or authorization form on behalf of the Respondent that any taxing or regulatory authority may require, in order to confirm the appointment of an authorized representative of the Respondent, which may be a representative of the Monitor, for such purposes;
- (o) claim any and all insurance proceeds or refunds or tax refunds to which the Respondent is entitled on behalf of the Respondent;
- (p) file, or take such actions necessary for the preparation and filing of, on behalf and in the name of the Respondent, any tax returns 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;
- (q) cause the Respondent to perform such functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Respondent 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;
- (r) develop a sale process in respect of all or substantially all of the Property or the shares in the capital of the Respondent and such other assets, undertakings and properties related thereto as the Monitor may deem appropriate (the “**Sale Process**”);
- (s) negotiate a stalking horse sale agreement, for and on behalf of the Respondent, in respect of the Property or the shares in the capital of the Respondent and such other

assets, undertakings and properties related thereto as the Monitor may deem appropriate (the “**Stalking Horse APS**”);

- (t) subject to paragraph 11, cause the Respondent to take such steps as the Monitor determines may be reasonably necessary or appropriate to comply with REDMA;
- (u) apply to this Court for an Order approving the Sale Process and, if applicable, the Stalking Horse Agreement and any other 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 relevant to these proceedings; and
- (v) take any steps reasonably incidental to the exercise by the Monitor of the powers listed above or the performance of any statutory obligation,

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

20. 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 other than the Receiver, and no director or officer of the Respondent shall incur any liability for any decisions or actions of the Monitor acting under such authority.

21. Notwithstanding anything contained in this Order, the Monitor is not and shall not be deemed to be a director, officer or employee of the Respondent.

22. Notwithstanding anything contained in this Order, the Monitor, in its capacity as such, 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.

23. The Monitor shall not be liable for any employee-related liabilities of the Respondent, 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.

24. 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.

25. The Monitor shall provide any creditor of the Respondent with information of the Respondent 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.

26. In addition to the rights and protections afforded the Monitor under the CCAA, as an officer of this Court, or otherwise at law, none of the Monitor, 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) none of the Monitor, its employees, advisors or other representatives acting in such capacities shall incur any liability or obligation under or in connection with any 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 Respondent without independent investigation. Nothing in this Order shall derogate from the rights and protections afforded the Monitor, as an officer of this Court, by the CCAA or any applicable legislation.

27. Nothing in this Order shall constitute or be deemed to constitute the Monitor, in its capacity as such, as a receiver, assignee, liquidator, receiver-manager, administrator, agent of the creditors or legal representative of the Respondent or the Property within the meaning of applicable legislation.

ADMINISTRATION CHARGE

28. 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 Respondent as part of the cost of these proceedings. The Respondent is hereby authorized and directed to pay the accounts of the Monitor and counsel to the Monitor on a periodic basis.

29. 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.

30. The Monitor and counsel to the Monitor, shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of ~~\$250,000~~, unless permitted by further Order of this Court, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Respondent’s restructuring. The Administration Charge shall have the priority set out in paragraphs 31 and 33 hereof.

VALIDITY AND PRIORITY OF THE ADMINISTRATION CHARGE

31. The priorities of the Administration Charge, the Receiver’s Charge (as defined in the Receivership Order) and the Receiver’s Borrowings Charge (as defined in the Receivership Order), as among them, shall be as follows:

- (a) First – the Administration Charge (up to the maximum amount of \$250,000) and the Receiver’s Charge, *pari passu*; and
- (b) Second – the Receiver’s Borrowings Charge.

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

33. The Administration Charge shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and subject to the Receiver’s Charge, such Administration Charge 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: (i) save and except those claims contemplated by Section 11.8(8) of the CCAA; and (ii) provided that, any disputes regarding the (x) extent of the Respondent’s right, title or interest in or to the Security Funds (as defined in the Lift Stay Order

(as defined below)), if any, or (y) entitlement and/or priority to, or the distribution of, the Security Funds as between or among any or all of KingSett, the Respondent, the Administration Charge, the Receiver's Charge, the Receiver's Borrowings Charge and Gurmail Singh, shall be determined by this Court in the Receivership Proceedings.

34. Except as otherwise expressly provided herein or the Receivership Order, or as may be approved by this Court in the Receivership Proceedings or these proceedings, the Respondent shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Administration Charge, unless the Respondent obtains the prior written consent of the Monitor and its counsel.

35. The Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the "Chargees") shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) 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 Respondent; and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create nor be deemed to constitute a breach by the Respondent of any Agreement to which it is 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 the creation of the Administration Charge; and
- (c) the payments made by the Respondent pursuant to this Order and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent

conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

36. To the extent that the Administration Charge created by this Order creates a charge over leases of real property in Canada, such Administration Charge shall only be a charge in the Respondent's interest in such real property leases.

SERVICE AND NOTICE

37. 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 Respondent 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.

38. The Petitioner and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission (including by email) to the Respondent's creditors or other interested parties at their respective addresses as last shown on the records of the Respondent 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).

39. 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/highline-and-minoru> (the “**Monitor’s Website**”). Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

40. 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.

41. Notwithstanding paragraphs 38 and 40 of this Order, service of the Petitioner’s Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petitioner’s 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, and the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

RECEIVERSHIP PROCEEDINGS AND THE RECEIVER’S PROTECTIONS

42. Until the termination of the Receivership Proceedings and the discharge of KSV as the Receiver pursuant to an order of this Court granted in the Receivership Proceedings, the Receivership Proceedings shall remain ongoing in parallel with these proceedings and KSV shall continue to act as the Receiver of the Respondent and the Property, in each case, notwithstanding the commencement of these proceedings under the CCAA or any other provision of this Order.

43. Notwithstanding the commencement of these proceedings under the CCAA, any other provision of this Order or any other Order made in these proceedings, nothing herein shall affect, vary, derogate from, stay, interfere with, limit or amend, and the Respondent and the Receiver and its counsel, as applicable, shall continue to have the benefit of, the terms of any order of this Court granted in the Receivership Proceedings, and any and all of the rights, approvals, authorizations, directions and protections in favour of the Respondent, the Property or the Receiver and its counsel thereunder, at law or pursuant to the BIA or otherwise.

44. In the event of any conflict or inconsistency between the provisions of this Order or the CCAA (other than, for greater certainty, Section 37 of the CCAA) and the rights, approvals, authorizations, directions and protections in favour of the Respondent, the Property or the Receiver and its counsel under the Receivership Order or any order granted by this Court in the Receivership Proceedings, the rights, approvals, authorizations, directions and protections in favour of the Respondent, the Property or the Receiver and its counsel under the Receivership Order and any order granted by this Court in the Receivership Proceedings, as applicable, shall control.

45. For greater certainty, notwithstanding any provisions of this Order, each of the Receivership Order, the Lift Stay Order granted by this Court in the Receivership Proceedings on October 3, 2025 (the “Lift Stay Order”), the Amended Sale Process Order granted by this Court in the Receivership Proceedings on October 17, 2025 (and the sale process approved thereunder), the Amended and Restated Approval and Vesting Order granted by this Court in the Receivership Proceedings on October 17, 2025, and the Second Amended and Restated Ancillary Order granted by this Court in the Receivership Proceedings as of the date hereof, is unaltered and remains in full force and effect.

GENERAL

46. Notwithstanding paragraph 53 of this Order, the Monitor may from time to time apply to this Court for directions in the discharge of its powers and duties hereunder.

47. Nothing in this Order shall prevent the Monitor from acting as a trustee in bankruptcy of the Respondent, the Business or the Property.

48. 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 Respondent 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 Respondent and the Monitor and their respective agents in carrying out the terms of this Order.

49. The Monitor, for and on behalf of the Respondent, shall 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 the Respondent to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 1501-1532, as amended.

50. The Monitor, for and on behalf of the Respondent, 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 Respondent, determines that such a filing is appropriate.

51. The Monitor, for and on behalf of the Respondent, 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.

52. 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.

53. 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 Administration Charge 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.

54. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

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

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



Signature of Andrew Froh

Party Lawyer for the Monitor

BY THE COURT



REGISTRAR



Schedule "A"

(List of Counsel)

NAME	APPEARING FOR
Andrew Froh and Joshua Foster	KSV Restructuring Inc.
Emma Newbery	KingSett Mortgage Corporation