



ksv advisory inc.



No. S-247764  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.  
and  
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP  
and  
MINORU VIEW HOMES LTD.  
and  
THIND PARKING CORP.

RESPONDENTS

FIFTH REPORT OF THE RECEIVER

December 8, 2025

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## 1.0 Introduction

1. On December 13, 2024, the Supreme Court of British Columbia (the “**Court**”) granted an order (the “**Receivership Order**”) pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, appointing KSV Restructuring Inc. (“**KSV**”) as the receiver (in such capacity, the “**Receiver**”), without security, of the property described in Appendix “A” of the Receivership Order (the “**Lands**”) and all right, title, and interest of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”), Minoru Square Development Limited Partnership (“**Minoru LP**”), and Minoru View Homes Ltd. (“**Minoru Homes**” and collectively with 6511 Sussex and Minoru LP, the “**Initial Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (together with the Lands, the “**Initial Property**”), including all proceeds thereof.
2. The petition to appoint KSV as Receiver was made by KingSett Mortgage Corporation (“**KingSett**”), the Initial Debtors’ largest and senior secured creditor. The principal purpose of these proceedings is to create a stabilized environment in which the Debtors’ (as defined below) respective development projects can be monetized, and the proceeds therefrom can be distributed for the benefit of the Debtors’ stakeholders.
3. On January 20, 2025, on application by the Receiver, the Court granted, among other things, an amended and restated Receivership Order (the “**Amended and Restated Receivership Order**”):
  - a) expanding the scope of the receivership by appointing KSV as the receiver of all of Thind Parking Corp.’s (“**TPC**”, together with the Initial Debtors, the “**Debtors**”) presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including the proceeds thereof (collectively with the Initial Property, the “**Property**”); and
  - b) increasing the Receiver’s maximum permitted borrowings under the Receivership Order to \$2,303,860 and granting a corresponding increase to the second-ranking super-priority charge (the “**Receiver’s Borrowings Charge**”) over the Property for the purpose of funding the exercise of the powers and duties conferred upon the Receiver pursuant to the Amended and Restated Receivership Order.

4. Additional information concerning the Debtors, the initial steps taken in these proceedings, and the orders issued by the Court in connection with the initial sale process for the 119 strata lots (collectively, the “**Remaining Units**”) situated within the 48-story mixed-use tower located at 6511 Sussex Avenue, Burnaby, BC (the “**Highline Project**”) is provided in the First Report of the Receiver dated January 13, 2025 (the “**First Report**”). A copy of the First Report (without appendices) is attached as **Appendix “A”**.
5. To facilitate the marketing and sale of the 3.86-acre development site located at 5740, 5760 and 5800 Minoru Boulevard, Richmond, BC (the “**Minoru Property**”), on April 2, 2025, the Receiver sought and obtained an order (the “**Minoru Sale Process Order**”), among other things:
  - a) authorizing and empowering the Receiver to enter into the Listing Agreement dated March 24, 2025 (the “**JLL Agreement**”), with Jones Lang LaSalle Real Estate Services, Inc. (“**JLL**”); and
  - b) approving the sale process (the “**Minoru Sale Process**”), substantially as described in the Second Report of the Receiver dated March 24, 2025 (the “**Second Report**”), and authorizing the Receiver and JLL to carry out the Minoru Sale Process in accordance with its terms and the terms of the Minoru Sale Process Order.
6. Additional information regarding the Minoru Sale Process is provided in the Second Report, a copy of which (without appendices) is attached as **Appendix “B”**.
7. On October 3, 2025, on application by the Receiver, the Court granted, among other things, an order (the “**Second Amended and Restated Receivership Order**”) amending and restating the Amended and Restated Receivership Order, for the purposes of:
  - a) expanding the scope of the receivership by appointing KSV as the receiver, without security, of all right, title and interest of the Debtors in the funds held by Fasken Martineau DuMoulin LLP as security pursuant to the letter agreement dated November 25, 2024, among KingSett, 6511 Sussex, and Gurmail Singh, by their respective counsel, including all interest thereon; and
  - b) clarifying the Receiver’s authority to manage, direct, defend, settle, or compromise the proceedings styled as *Singh v 6511 Sussex Heights Development Ltd.*, bearing BCSC Action No. S-255846 (the “**Singh Action**”) in connection with the hotel component (the “**Hotel Component**”) situated within the Highline Project that was sold by 6511 Sussex prior to the granting of the Receivership Order.



8. Additional information regarding the Singh Action and the Receiver's application for the Second Amended and Restated Receivership Order is provided in the Third Report of the Receiver dated September 22, 2025 (the "**Third Report**"). Copies of the Third Report (without appendices) and the Second Amended and Restated Receivership Order are attached as **Appendices "C" and "D"**, respectively.
9. On October 17, 2025, on application by the Receiver, the Court granted, among other things:
  - a) an order (the "**Amended Sale Process Order**") approving an amended sale process (the "**Amended Highline Sale Process**") with respect to the Remaining Units and the retention of Anthem Properties Group Ltd. and Anthem Realty Ltd. (together, "**Anthem**") to act as the sales agent in the Amended Highline Sale Process;
  - b) an order (the "**Amended and Restated AVO**") authorizing the Receiver to sell, pursuant to any sale agreements arising from the Amended Highline Sale Process that satisfy prescribed sale conditions (each, a "**Sale Agreement**"), any and all of the Remaining Units including all fixtures and chattels in each case, as designated and described in the applicable Sale Agreement (each, a "**Purchased Unit**"), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith; and
  - c) an order (the "**Amended and Restated Ancillary Order**"), authorizing certain distributions from the purchase price from each Purchased Unit, and increasing the maximum permitted borrowings under the Receivership Order to \$3,800,000 and granting a corresponding increase to the Receiver's Borrowings Charge.
10. Additional information regarding the Amended Sale Process Order, the Amended Highline Sale Process, the Amended and Restated AVO, and the Amended and Restated Ancillary Order is included in the Fourth Report of the Receiver dated September 30, 2025 (the "**Fourth Report**", collectively with the First Report, the Second Report, and the Third Report, the "**Previous Reports**"). Copies of the Amended Sale Process Order, the Amended and Restated AVO, the Amended and Restated Ancillary Order, and the Fourth Report (without appendices) are attached as **Appendices "E", "F", "G", and "H"**, respectively.

11. This fifth report (the “**Fifth Report**”) is being filed by KSV, in its capacity as the Receiver. The Fifth Report focuses on the Receiver’s recommendations regarding the relief sought by the Receiver with respect to the Minoru Property. Additional background information concerning 6511 Sussex, the Highline Project, and the Receiver’s recommendations relating thereto is provided in the Previous Reports and is not repeated herein.

### 1.1 Purposes of this Fifth Report

1. The purposes of this Fifth Report are to provide an update regarding these proceedings and information in support of the Receiver’s application for an order (the “**Ancillary Order**”), among other things:
  - a) authorizing the Receiver and its agents and assistants to sell, convey, transfer, lease, assign or dispose of the Steel Assets (as defined below) or any part or parts thereof out of the ordinary course of business without further approval of this Court, provided that the Receiver shall hold the net proceeds of the Steel Assets (the “**Net Proceeds**”) in trust pending agreement among the Receiver, KingSett, D-Third Construction Minoru Ltd. (“**Minoru GC**”) and D-Third Development Ltd. (“**D-Third Development**”) to the entitlement to such Net Proceeds or the final determination by this Court;
  - b) increasing the Receiver’s maximum permitted borrowings under the Second Amended and Restated Receivership Order, as amended pursuant to the Amended and Restated Ancillary Order, from \$3,800,000 to \$8,110,000, and granting a corresponding increase to the Receiver’s Borrowings Charge; and
  - c) approving the Receiver’s activities, as set out in the Previous Reports and this Fifth Report.

### 1.2 Scope and Terms of Reference

1. In preparing this Fifth Report, the Receiver has relied upon the Debtors’ unaudited financial information, books and records, information available in the public domain, and discussions with KingSett, Rennie (as defined in the Fourth Report), Anthem, the Debtors’ management, and representatives of Thind Properties Ltd. (“**Thind**”), an entity related to the Debtors.

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

### 1.3 Currency

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

## 2.0 Background

1. The Debtors consist of 6511 Sussex, Minoru LP, Minoru Homes, and TPC, each of which is a single-purpose entity. 6511 Sussex, Minoru Homes, and TPC are corporations incorporated pursuant to the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the “**BCA**”). Minoru LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended.
2. Minoru LP and Minoru Homes (together, the “**Minoru Debtors**”) are the beneficial and registered owners, respectively, of the Minoru Property. Prior to these proceedings, the Minoru Debtors were engaged in the development of a mixed-use community on the Minoru Property consisting of one office tower and three residential towers with a total of 429 units (the “**Minoru Project**”). Construction of the Minoru Project has not yet commenced.
3. 6511 Sussex is the registered owner of the Remaining Units situated within the Highline Project (collectively, the “**Highline Property**”). Prior to the granting of the Receivership Order, 6511 Sussex was engaged in the development of the Highline Project, consisting of, among other things, 332 strata lots, and the Hotel Component, which, as previously noted, was sold prior to these proceedings.

### 2.1 KingSett Indebtedness

1. As noted in the Previous Reports, KingSett is the Initial Debtors’ primary secured creditor. As of January 6, 2025, the total indebtedness to KingSett was approximately \$180 million, plus interest and costs (the “**KingSett Indebtedness**”), consisting of:

- a) approximately \$77 million (the “**Minoru Indebtedness**”) pursuant to a commitment letter dated October 18, 2021 (as amended by a first amending agreement dated February 14, 2022, a second amending agreement dated March 20, 2023, and a third amending agreement dated February 23, 2024), among, *inter alios*, Minoru Square Development GP Ltd. (“**Minoru GP**”), in its capacity as the general partner for and on behalf of Minoru LP, as borrower, Minoru Homes, as nominee, 6511 Sussex, as guarantor, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$72.65 million (the “**Minoru Loan**”); and
  - b) approximately \$103 million (the “**Highline Indebtedness**”) pursuant to a commitment letter dated March 5, 2024, among, *inter alios*, 6511 Sussex, as borrower, Minoru Homes and Minoru GP, in its capacity as the general partner for and on behalf of Minoru LP, as guarantors, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$176.50 million.
2. The payment and performance of the Highline Indebtedness and Minoru Indebtedness is secured by, among other things:
- a) **Highline Indebtedness:** (i) a first mortgage/charge in the principal amount of \$283.75 million and an assignment of rents registered against the Highline Property in favour of KingSett; (ii) a general security agreement dated March 20, 2024, between 6511 Sussex, as grantor, and KingSett, as grantee; and (iii) a collateral mortgage/charge in the principal amount of \$80 million and an assignment of rents registered against the Minoru Property in favour of KingSett; and
  - b) **Minoru Indebtedness:** (i) a first mortgage/charge in the principal amount of \$61 million and an assignment of rents registered against the Minoru Property in favour of KingSett; (ii) a second mortgage/charge in the principal amount of \$80 million registered against the Minoru Property in favour of KingSett; and (iii) a general security agreement dated October 29, 2021, between Minoru Homes, as grantor, and KingSett, as grantee.

### 3.0 Minoru Sale Process Update and Development Consultant

1. In consultation with JLL and KingSett, the Receiver developed the Minoru Sale Process to solicit interest in the Minoru Property. The Minoru Sale Process was intended to provide a flexible, efficient and fair process for canvassing the market for potential purchasers and maximizing the value of the Minoru Property and recovery for the Debtors' creditors. As of the date of this Fifth Report, the Minoru Sale Process remains ongoing and JLL continues to actively market the Minoru Property.
2. Given that a transaction has not materialized through the Minoru Sale Process, the Receiver, in consultation with KingSett, engaged in discussions with Townline Developments Inc. ("**Townline**") regarding the potential rezoning of the Minoru Property to permit the development of a four-tower, mixed-use, multi-family residential project (the "**Revised Minoru Project**"), with a view to maximizing the value of the Minoru Property for the benefit of the Debtors' creditors.

#### 3.1 Development Services Agreement

1. After various discussions among the Receiver, Townline, and KingSett, the Receiver decided to engage Townline as a development management consultant pursuant to a letter agreement dated November 7, 2025 (the "**Development Services Agreement**"). The key terms of the Development Services Agreement are provided below:
  - a) **Mandate**: the Development Services Agreement sets out the terms under which Townline will provide the Services (as defined below) for the purposes of advancing the following mandate (the "**Mandate**"):
    - i. completing a feasibility study to define the specifics of the Revised Minoru Project for the Receiver's approval;
    - ii. rezoning the Minoru Property to allow the development of the Revised Minoru Project;
    - iii. obtaining the issuance by the City of Richmond of a development permit (a "**Development Permit**") for the Revised Minoru Project;
    - iv. evaluating the ability to phase development of the Minoru Property for the purpose of the Revised Minoru Project; and

- v. coordinating the physical improvements to the Minoru Property required to utilize the Minoru Property on a short-term basis for commercial parking purposes for the benefit of the Vancouver Coastal Health Authority (“**VCH**”), pursuant to a lease being negotiated with VCH, as tenant (the “**Parking Lease**”).
- b) **Services:** to advance the Mandate, Townline will provide the scope of services outlined in Schedule “A” of the Development Services Agreement (the “**Services**”) including, among other things:
- i. conducting a comprehensive feasibility study for the Revised Minoru Project, considering economic, technical and legal aspects;
  - ii. identifying cost saving design revisions to the Minoru Project currently approved for the Minoru Property;
  - iii. coordinating a site condition assessment, architectural initiatives, other engineering initiatives, and design development;
  - iv. assisting the Receiver to select and retain key consultants for planning, design, engineering and development of the Revised Minoru Project;
  - v. evaluating municipal service requirements;
  - vi. assisting the Receiver in identifying financing options and preparing a business case for the Revised Minoru Project;
  - vii. preparing a budget for the Revised Minoru Project;
  - viii. assisting the Receiver with the preparation and submission of an application for a development permit for the Revised Minoru Project, satisfying any conditions for receipt of such permit, and obtaining such permit; and
  - ix. preparing a budget and coordinating the work required to utilize the Minoru Property on an interim basis for commercial parking purposes pursuant to the Parking Lease.

- c) **Mandate Proforma and Schedule:** the Services are supported by a detailed budget and schedule, which are included as Schedules “C” and “D”, respectively, to the Development Services Agreement. It is estimated to cost between \$2.41 million and \$2.64 million to obtain a Development Permit for the Revised Minoru Project by mid-2027.
- d) **Term:** the initial term of Townline’s engagement will commence on the date of the Development Services Agreement and will continue thereafter for 18 months (the “**Initial Term**”), subject to the provisions of the Development Services Agreement.
- e) **Termination:** the Receiver may, at any time up to the date when the public hearing is scheduled by the City of Richmond for the proposed rezoning of the Minoru Property, terminate the Development Services Agreement, without penalty or cost and without cause, on 30 days’ notice to Townline.

### 3.2 Increase in Receiver’s Borrowings

1. As of the date of this Fifth Report, the Receiver has borrowed \$1.17 million under the Receiver’s Borrowings Charge, with remaining availability of \$2.63 million. An interim statement of receipts and disbursements for the period ending December 5, 2025 (the “**Interim SRD**”), is attached as **Appendix “I”**, a summary of which is as follows:

<b>Description</b>	<b>Note</b>	<b>Highline Project</b>	<b>Minoru Project</b>	<b>Total</b>
<b>Receipts</b>				
Receiver’s borrowings		1,170,000	-	1,170,000
Rental income	A	-	126,000	126,000
Other receipts		2,662	5,688	8,350
		<u>1,172,662</u>	<u>131,688</u>	<u>1,304,350</u>
<b>Disbursements<sup>1</sup></b>				
Strata fees	B	579,568	-	579,568
New home warranty	C	250,000	-	250,000
Marketing expenses	D	114,646	-	114,646
Construction expenses	E	106,681	-	106,681
Insurance	F	92,444	5,890	98,334
Other operating expenses	G	9,738	59,480	69,218
Administrative expenses	H	18,934	9,516	28,450
		<u>1,172,011</u>	<u>74,886</u>	<u>1,246,897</u>
<b>Ending cash balance</b>		<b><u>651</u></b>	<b><u>56,802</u></b>	<b><u>57,453</u></b>

<sup>1</sup> As at the date of this Fourth Report, no fees or disbursements have been paid to the Receiver or its legal counsel, and such fees continue to accrue.

2. The Receiver notes the following regarding the Interim SRD:
- a) Rental income: represents the monthly lease payments from Columbia Chrysler Dodge Jeep Ltd. (“**Columbia Chrysler**”) pursuant to a non-exclusive license agreement dated August 1, 2023 (the “**License Agreement**”) between the Minoru Debtors and Columbia Chrysler;
  - b) Strata fees: monthly fees payable to The Owners, Strata Plan EPS 9599 (the “**Strata Corporation**”) with respect to the Remaining Units for the period of March 1 to December 31, 2025;
  - c) New home warranty: represents a security deposit of \$250,000 paid to Intact Insurance Company (“**Intact**”) to obtain new home warranty coverage for the Remaining Units;
  - d) Marketing expenses: include payments to various vendors to prepare the marketing materials required to market and sell the Remaining Units;
  - e) Construction expenses: include expenses incurred to relocate, store, and install canopy glass for the Highline Project (the “**L4 Canopy Glass Work**”), which is required to obtain a full occupancy permit from the City of Burnaby;
  - f) Insurance: represents commercial general liability and property insurance coverage for the Highline Property and the Minoru Property;
  - g) Other operating expenses: include: (i) security monitoring and fence rental for the Minoru Property; and (ii) utilities and other property maintenance expenses for the Highline Property and the Minoru Property; and
  - h) Administrative expenses: include sales taxes, legal fees, permit costs, and other administration expenses.
3. Based on the costs outlined above, and the anticipated future costs to perform the Mandate and administer these proceedings, the Receiver is requesting that the maximum permitted borrowings under the Second Amended and Restated Receivership Order, as amended by the Amended and Restated Ancillary Order, and the Receiver’s Borrowings Charge be increased from \$3,800,000 to \$8,110,000 (i.e., an increase of \$4,310,000), resulting in an increase in the remaining availability from \$2,630,000 to \$6,940,000, to cover the following disbursements:



- a) approximately \$2,792,000 for the following expenses related to the Highline Property (each as defined and described in Section 7.1(3) of the Fourth Report)<sup>2</sup>:
    - i. the Strata Lien Distribution;
    - ii. the repairs to the Remaining Units to prepare them for sale;
    - iii. the Reimbursable Costs and the monthly Customer Services Fees payable to Anthem pursuant to the Anthem Agreement; and
    - iv. a contingency to account for expenses related to the Remaining Units (ongoing fees payable to the Strata Corporation, utilities, insurance, and property taxes), the remaining costs to complete the L4 Canopy Glass Work, and any unforeseen expenses or disbursements;
  - b) approximately \$2,640,000 in respect of obtaining a Development Permit for the Revised Minoru Project by mid-2027 (per Section 3.1(1)(d) above); and
  - c) approximately \$1,508,000 for the fees and disbursements of the Receiver and its legal counsel from the beginning of this proceeding up to and including October 31, 2025.
4. The Receiver notes that, based on the timing of the Remaining Unit sales and the proceeds from same, the Receiver may not require the additional borrowing availability. However, the increase in the Receiver's Borrowing Charge is being requested in the event that Remaining Unit sales occur after some, or all, of the above noted expenses are incurred.

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<sup>2</sup> The initial increase in the Receiver's borrowings from \$500,000 to \$2,303,860 was to cover the following disbursements: (i) Strata Lien Distribution (\$942,360); (ii) Remaining Unit repairs (\$1,011,500); and (iii) a contingency (\$350,000) for expenses related to the Remaining Units and any unforeseen expenses. The second increase in the Receiver's borrowings from \$2,303,860 to \$3,800,000 was to account for: (i) the estimated amounts payable to Anthem pursuant to the Anthem Agreement (\$725,000); (ii) a contingency (\$300,000) for expenses related to the Remaining Units and any unforeseen expenses; and (iii) the unexpected costs paid by the Receiver, including \$250,000 paid to Intact to obtain new home warranty coverage and \$105,000 related to the L4 Canopy Glass Work.

## 4.0 Steel Assets

1. In connection with the development of the Minoru Project, Minoru GC purchased approximately 294, 56-foot steel beams from Bauer Foundations Canada Inc. (“**Bauer**”) for the aggregate amount of \$1,286,000, plus GST, of which, 15 have been situated on the Minoru Property (collectively, the “**Steel Assets**”) since the commencement of these proceedings<sup>3</sup>. A copy of the invoice issued by Bauer in connection with the sale of the Steel Assets is attached as **Appendix “J”**. Based on its discussions with a local auctioneer who inspected the Steel Assets, the Receiver understands that the current liquidation value of the Steel Assets is expected to be less than the thresholds set out in the Second Amended and Restated Receivership Order (i.e., \$500,000 per transaction or \$1 million in aggregate).
2. The Receiver understands that Minoru GC is a single-purpose entity incorporated under the BCA, the directors of which are Daljit Thind and Paul Thind. Similarly, D-Thind Development is a corporation incorporated under the BCA, the director of which is Daljit Thind. Copies of the BC Registry Services Company Summaries of Minoru GC and D-Thind Development are attached as **Appendices “K”** and **“L”**, respectively.
3. The Receiver further understands that Minoru GC was created to act as the general contractor for the Minoru Project, while D-Thind Development was intended to fulfill the role of development manager for the Minoru Project. Although these roles were allegedly not set out in formal written agreements, it appears that Minoru GC’s project-related costs and reimbursable expenses (including the acquisition of the Steel Assets) were to be funded by D-Thind Development by way of “development fees” received from the Minoru Debtors (the “**Minoru Development Fees**”). The Receiver believes that the Minoru Development Fees were financed through advances under the Minoru Loan from KingSett.
4. Based on its review of certain documentation provided by D-Thind Development to date, the Receiver is of the view that the Steel Assets constitute Property of the Minoru Debtors given:
  - a) the purposes for which Minoru GC was incorporated, and the Steel Assets were acquired;
  - b) the intended source of the funds utilized to purchase the Steel Assets; and

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<sup>3</sup> The Receiver has inquired with representatives of Thind regarding the location of any steel beams purchased but not located on the Minoru Property.

- c) the delivery and retention of the Steel Assets on the Minoru Property.
- 5. Notwithstanding the above, Minoru GC has taken the position that the Steel Assets belong to Minoru GC. As a result, the Receiver has made several inquiries of Minoru GC, D-Thind Development, and certain financial institutions to assist the Receiver in confirming ownership of the Steel Assets. As of the date of this Fifth Report, the Receiver is still awaiting certain information in response to these inquiries, including the source of funds D-Thind Development asserts were utilized to acquire the Steel Assets if not advances under the Minoru Loan, and bank statements reflecting the receipt and transfer of such funds.
- 6. In light of the Receiver's ongoing efforts to prepare the Minoru Property for interim commercial use and redevelopment (as discussed in Section 3 above), the Receiver requires that the Steel Assets be removed from the Minoru Property. To facilitate the sale and timely removal of the Steel Assets from the Minoru Property, while preserving the rights of the Minoru Debtors and the Minoru GC, the Receiver seeks authorization to sell the Steel Assets pursuant to the proposed Ancillary Order, provided the Net Proceeds be held in trust pending: (i) an agreement among the Receiver, KingSett, Minoru GC, and D-Thind Development regarding entitlement to the Net Proceeds; or (ii) further order of this Court.

#### **4.1 Recommendation Regarding the Steel Assets**

- 1. The Receiver is of the view that granting the relief set out in the proposed Ancillary Order regarding the Steel Assets is appropriate in the circumstances for the following reasons:
  - a) the Second Amended and Restated Receivership Order authorizes and empowers the Receiver to, among other things: (i) take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property; and (ii) market, sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business without the approval of this Court in respect of a single transaction for consideration up to \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000, and with the approval of this Court where the individual or aggregate purchase price exceeds such amounts;
  - b) any sale transaction(s) involving the Steel Assets will be the product of the Receiver's efforts to maximize the value of such assets in a fair, efficient and commercially reasonable manner;

- c) the Steel Assets must be removed from the Minoru Property to accommodate the Parking Lease, the income from which will be to the benefit of the Minoru Debtors and their creditors;
- d) as a single purpose entity incorporated for the purposes of serving as the general contractor for the Minoru Project with, to the Receiver's knowledge, no independent source of revenue, Minoru GC is unlikely to have the wherewithal to appropriately market or store the Steel Assets;
- e) the anticipated value of the Steel Assets is relatively immaterial, particularly in comparison to the Minoru Debtors' substantial indebtedness and the anticipated value of the Minoru Property;
- f) the proposed Ancillary Order permits the only parties with a potential economic interest in the Steel Assets and their proceeds with an opportunity to consensually resolve such dispute or obtain this Court's final determination of their respective entitlements, if any, to the Steel Assets and their proceeds; and
- g) KingSett is supportive of the Receiver's view that the Steel Assets constitute Property of the Minoru Debtors and does not oppose the proposed Ancillary Order.

## **5.0 Activities of the Receiver**

1. Since the Fourth Report, the Receiver has undertaken the following key activities:
  - a) corresponding with the Debtors, including representatives of Thind, to obtain information concerning the Debtors;
  - b) corresponding with KingSett regarding all aspects of these proceedings;
  - c) corresponding with the Canada Revenue Agency with respect to tax accounts and outstanding remittances;
  - d) preparing this Fifth Report;
  - e) maintaining the Receiver's case website;
  - f) attending to, among other things, the following matters regarding the Minoru Property:
    - i. corresponding extensively with Thind regarding the ownership of the Steel Assets;

- ii. corresponding with JLL regarding the status of the Minoru Sale Process;
  - iii. reviewing and commenting on draft versions of the Development Services Agreement and corresponding with KingSett, Townline, and Bennett Jones LLP (“**Bennett Jones**”), the Receiver’s legal counsel, regarding same;
  - iv. corresponding with JLL and KingSett regarding VCH’s interest in leasing the Minoru Property for short and long-term parking;
  - v. corresponding extensively with Optimum Security Inc. (“**Optimum Security**”) regarding the termination of its service agreement and obtaining replacement quotes for security services from Polygom Security Services Ltd. and Imperial Security Group (“**Imperial Security**”);
  - vi. corresponding with Imperial Security to arrange weekly site patrols of the Minoru Property and coordinating the handover of site with Optimum Security; and
  - vii. corresponding with Columbia Chrysler regarding the License Agreement and the payments due under same; and
- g) attending to, among other things, the following matters regarding the Highline Property:
- i. preparing funding requests in connection with the payment of certain expenses, including, among other items, monthly strata fees, insurance, utilities, and payments to contractors to perform repairs on the Highline Property;
  - ii. working with Bennett Jones to prepare and file a disclosure statement amendment pursuant to the *Real Estate Development Marketing Act*, SBC 2004, c 41;
  - iii. liaising with Anthem regarding the Amended Highline Sale Process;
  - iv. corresponding with the Debtors’ insurance broker to renew the insurance coverage on the Remaining Units;
  - v. obtaining extensions of the provisional occupancy and building permits from the City of Burnaby;

- vi. responding to various letters and emails from counsel to subcontractors and creditors regarding amounts outstanding for work performed on the Highline Project;
- vii. attending to matters regarding the installation of the L4 Canopy Glass;
- viii. attending to matters relating to the repairs to the Remaining Units;
- ix. executing final versions of an amending agreement to amend the Settlement Agreement dated May 30, 2025, among the Receiver, Intact, WBI Home Warranty Ltd., and KingSett;
- x. with the assistance of Bennett Jones, liaising with the Strata Corporation and its counsel; and
- xi. preparing for and attending the Receiver's application on October 17, 2025 for the Amended Sale Process Order, the Amended and Restated AVO and the Amended and Restated Ancillary Order.

## 6.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make orders granting the relief detailed in Section 1.1 of this Fifth Report.

\* \* \*

All of which is respectfully submitted,

**KSV RESTRUCTURING INC.,  
solely in its capacity as Court-appointed receiver of  
6511 Sussex Heights Development Ltd.,  
Minoru Square Development Limited Partnership,  
Minoru View Homes Ltd., and Thind Parking Corp.  
and not in its personal or corporate capacity**

Per:   
Jason Knight  
Managing Director

# **APPENDIX A**

**[ATTACHED]**



No. S-247764  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.  
and  
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP  
and  
MINORU VIEW HOMES LTD.

RESPONDENTS

FIRST REPORT OF THE RECEIVER

January 13, 2025



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## 1.0 Introduction

1. On December 13, 2024, the Supreme Court of British Columbia (the “**Court**”) granted an order (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, appointing KSV Restructuring Inc. (“**KSV**”) as the receiver (in such capacity, the “**Receiver**”), without security, of the property described in Appendix “A” of the Receivership Order (the “**Lands**”) and all right, title, and interest of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”), Minoru Square Development Limited Partnership (“**Minoru LP**”), and Minoru View Homes Ltd. (“**Minoru Homes**” and collectively with 6511 Sussex and Minoru LP, the “**Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (together with the Lands, the “**Property**”), including all proceeds thereof. A copy of the Receivership Order is attached as **Appendix “A”**.
2. The petition to appoint KSV as Receiver was made by KingSett Mortgage Corporation (“**KingSett**”), the Debtors’ largest and senior secured creditor (the “**KingSett Petition**”). As discussed below, the principal purpose of these proceedings is to create a stabilized environment in which the Debtors’ respective development projects can be completed and/or monetized, and the proceeds arising therefrom can be distributed, in each case, for the benefit of the Debtors’ stakeholders.
3. This report (this “**First Report**”) is being filed by KSV, in its capacity as the Receiver. It focuses on the Receiver’s recommendations in respect of the listing for sale of the 119 strata lots (collectively, the “**Remaining Units**”) comprising the Highline Property (as defined below) owned by 6511 Sussex, and certain related relief intended to facilitate the efficient administration of these proceedings and maximize value for the Debtors’ stakeholders. The Receiver is in the process of advancing a realization strategy in respect of the Property of the other Debtors, being Minoru LP and Minoru Homes, and will return to Court at a future date to seek approval of such realization strategy. Additional background information concerning Minoru LP and Minoru Homes, their respective property, and the Receiver’s recommendations relating thereto will be provided at that time.

## 1.1 Purposes of this First Report<sup>1</sup>

1. The purposes of this First Report are to provide an update regarding these proceedings and information in support of the Receiver's application for the following relief:
  - a) an amended and restated Receivership 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 Thind Parking Corp.'s ("**TPC**") presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including the proceeds thereof (collectively, the "**Parking Property**");
    - ii. increasing the Receiver's maximum permitted borrowings under the Receivership Order from \$250,000 to \$2,303,860, and granting a corresponding increase to the Receiver's Borrowings Charge (as defined in the Receivership Order); and
    - iii. updating the description of the Lands to remove certain real property that was sold prior to the commencement of these proceedings;
  - b) an order (the "**Highline Sale Process Order**"), among other things:
    - i. authorizing and empowering the Receiver to enter into the letter agreement dated January 13, 2025 (the "**Marketing Agreement**"), among the Receiver, Rennie Marketing Systems, by its partners Rennie Project Marketing Corporation and 541823 B.C. Ltd. (collectively, "**RMS**"), and Rennie & Associates Realty Ltd. (collectively with RMS, the "**Sales Agent**" or "**Rennie**") in the form attached as **Appendix "B"**; and
    - ii. approving the sale process described in Section 4 of this First Report with respect to the Remaining Units (the "**Highline Sale Process**"), and authorizing the Receiver and the Sales Agent to carry out the Highline Sale Process in accordance with its terms and the terms of the Highline Sale Process Order;

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<sup>1</sup> All capitalized terms not defined in this section are defined in the sections below.

- c) an order (the “**Approval and Vesting Order**”), among other things:
- i. prospectively authorizing the Receiver to sell, pursuant to any sale agreements arising from the Sale Process that satisfy the Sale Conditions (as defined below) (each, a “**Sale Agreement**” and each transaction contemplated thereunder, a “**Unit Transaction**”), any and all of the Remaining Units, including all fixtures and chattels, in each case, as designated and described in the applicable Sale Agreement (each, a “**Purchased Unit**”), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith;
  - ii. authorizing and directing the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of any Unit Transaction, the conveyance of any Purchased Unit to the purchaser thereof (each, a “**Purchaser**”), and the assignment of any parking stalls and/or storage lockers to a Purchaser; and
  - iii. upon delivery by the Receiver to the applicable Purchaser of a certificate substantially in the form attached as Schedule “C” to the Approval and Vesting Order (in each case, a “**Receiver’s Certificate**”), vesting the Purchased Unit described in such Receiver’s Certificate in the Purchaser free and clear of any and all claims and encumbrances (other than certain specified permitted encumbrances);
- d) an order (the “**Ancillary Order**”), among other things:
- i. subject to the Receiver’s determination of the amounts owed by 6511 Sussex to The Owners, Strata Plan EPS 9599 (the “**Strata Corporation**”) that are secured by the liens registered by the Strata Corporation against the Lands owned by 6511 Sussex (collectively, the “**Strata Liens**”), if any (any such amounts so determined being, the “**Priority Indebtedness**”), or the determination of the Priority Indebtedness by this Court, authorizing and directing the Receiver to make a distribution from the proceeds of the Receiver’s borrowings to the Strata Corporation equal to the Priority Indebtedness in full satisfaction of the Strata Liens (the “**Strata Lien Distribution**”); and

- ii. subject to such holdbacks as the Receiver considers necessary or appropriate to satisfy priority claims against each Purchased Unit and/or to fund these proceedings, including, without limitation, the Receiver's fees and the fees of its counsel, authorizing and directing the Receiver, its counsel and other agents to make or cause to be made one or more distributions, payments or adjustments (collectively, the "**Distributions**" and each, a "**Distribution**") from the purchase price paid for each Purchased Unit approved pursuant to the Approval and Vesting Order in the manner and to the parties specified therein; and
- e) an order (the "**Sealing Order**"), among other things, sealing the Confidential Supplement to the First Report dated January 13, 2025 (the "**Confidential Supplement**") pending the filing of a Receiver's Certificate evidencing the closing of the Unit Transaction for the last Purchased Unit.

## 1.2 Scope and Terms of Reference

1. In preparing this First Report, the Receiver has relied upon the Debtors' unaudited financial information, books and records, information available in the public domain, and discussions with KingSett, the Sales Agent, the Debtors' management, and representatives of Thind Properties Ltd. ("**Thind**"), an entity related to the Debtors.
2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this First Report in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own due diligence.

## 1.3 Currency

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

## 2.0 Background

1. The Debtors consist of 6511 Sussex, Minoru LP, and Minoru Homes, each of which is a single purpose entity. 6511 Sussex and Minoru Homes are corporations incorporated pursuant to the *Business Corporations Act*, S.B.C. c. 57, as amended (the "**BCA**"), with Daljit Thind ("**Mr. Thind**") as a director. Minoru LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended.

2. 6511 Sussex was engaged in the development of a 48-story mixed-use tower located at 6511 Sussex Avenue, Burnaby, BC (the “**Highline Project**”), consisting of, among other things, 332 strata lots (collectively, the “**Highline Units**”), and a designated hotel component, which was sold to a third party prior to the date of the Receivership Order. 6511 Sussex is currently the registered owner of 119 remaining strata lots (i.e., the Remaining Units). The Receiver understands that none of the Remaining Units are subject to an existing agreement of purchase and sale (collectively, the “**Highline Property**”).
3. Minoru LP and Minoru Homes are the beneficial and registered owners, respectively, of a 3.86-acre development site located at 5740, 5760, and 5800 Minoru Boulevard, Richmond, BC (the “**Minoru Property**”).

## 2.1 Creditors

### 2.1.1 KingSett

1. In connection with the Highline Project and the Minoru Property, the Debtors entered into the following commitment letters:
  - a) a commitment letter dated October 18, 2021 (as amended by a first amending agreement dated February 14, 2022, a second amending agreement dated March 20, 2023, and a third amending agreement dated February 23, 2024), among, *inter alios*, Minoru Square Development GP Ltd., in its capacity as the general partner for and on behalf of Minoru LP, as borrower, Minoru Homes, as nominee, 6511 Sussex, as guarantor, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$72,650,000 (the “**Minoru Loan**”); and
  - b) a commitment letter dated March 5, 2024, among, *inter alios*, 6511 Sussex, as borrower, Minoru Homes and Minoru Square Development GP Ltd., in its capacity as the general partner for and on behalf of Minoru LP, as guarantors, and KingSett as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$176,500,000 (the “**Highline Loan**”).
2. As of January 6, 2025, the total indebtedness to KingSett under the Highline Loan (the “**Highline Indebtedness**”) was approximately \$103 million, accruing interest at a rate of approximately \$30,077.52 per day (the “**Highline Daily Interest**”).

3. The payment and performance of the Highline Indebtedness is secured by, among other things:
  - a) a first mortgage/charge in the principal amount of \$283,750,000 and an assignment of rents registered against the Highline Property in favour of KingSett;
  - b) a general security agreement dated March 20, 2024, between 6511 Sussex, as grantor, and KingSett, as grantee; and
  - c) a collateral mortgage/charge in the principal amount of \$80,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett.
4. As of January 6, 2025, the total indebtedness to KingSett under the Minoru Loan (the “**Minoru Indebtedness**”) was approximately \$77 million, accruing interest at a rate of approximately \$25,644 per day.
5. The payment and performance of the Minoru Indebtedness is secured by, among other things:
  - a) a first mortgage/charge in the principal amount of \$61,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett;
  - b) a second mortgage/charge in the principal amount of \$80,000,000 registered against the Minoru Property in favour of KingSett; and
  - c) a general security agreement dated October 29, 2021, between Minoru Homes, as grantor, and KingSett, as grantee.
6. On January 8, 2025, KingSett filed two Notices of Application (the “**Applications for Judgement**”) in these proceedings for orders for judgment in respect of the Highline Indebtedness, the Minoru Indebtedness and declarations with respect to the validity and priority of certain of the security granted in connection with such indebtedness. The Applications for Judgement are currently scheduled to be heard on January 20, 2025.
7. Following the granting of the Receivership Order, the Receiver requested that its independent counsel<sup>2</sup> conduct a review of certain of the security granted by the Debtors in favour of KingSett in respect of the Highline Indebtedness and the Minoru Indebtedness.

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<sup>2</sup> Bennett Jones LLP (“**Bennett Jones**”), counsel to the Receiver in these proceedings, was involved in registering KingSett’s security for the Highline Loan and the Minoru Loan. To avoid any potential conflicts, the Receiver therefore retained Redpoint Law LLP to provide the security opinions discussed herein.

Subject to the customary qualifications and assumptions set out therein, the Receiver's independent counsel has provided written opinions that the security granted by the Debtors constitutes valid security, enforceable in accordance with its terms, perfected, where necessary by registration. The opinions also state that each of the applicable mortgages in favor of KingSett, registered against the Highline Property and the Minoru Property, constitutes a valid, fixed, and specific charge on such property as of the date of the opinion.

### 2.1.2 Strata Corporation

1. The Receiver understands that the Strata Corporation is a strata corporation established pursuant to section 2 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the "**SPA**"). Among other responsibilities, the Receiver understands that it manages and maintains the common property and common assets of the Strata Corporation for the benefit of the owners of the strata lots that comprise the Highline Property.
2. In response to the KingSett Petition (the "**Strata Response**"), the Strata Corporation asserted that, as at December 6, 2024, it was owed approximately \$1.1 million from 6511 Sussex, consisting of:
  - a) \$469,549.30 in unpaid strata fees and interest;
  - b) \$472,820.18 for further unpaid strata fees and amounts owed under section 116 of the SPA; and
  - c) \$157,647 owing pursuant to a master airspace easement agreement and Section 219 Covenant dated October 13, 2023.
3. As indicated within the Strata Response, the Strata Corporation filed the Strata Liens against the Remaining Units to secure the aggregate asserted claim of \$942,369.48, and the costs to enforce such Strata Liens. A copy of the Strata Response is attached as **Appendix "C"**. The Receiver has not yet had an opportunity to comprehensively review the claims underlying the Strata Liens.
4. On December 12, 2024, the Strata Corporation filed a petition with the Court (the "**Strata Petition**") seeking orders, among other things:
  - a) declaring that, subject to certain exceptions, the Strata Liens rank in priority to every other lien or registered charge against the Highline Property;
  - b) granting a judgment (the "**Judgment**") against 6511 Sussex for amounts due and owing to the Strata Corporation, including Court-ordered interest and costs;



- c) declaring that, 30 days after the Judgment, the Strata Corporation is granted exclusive conduct of sale of the Highline Property against which the Judgment remains unsatisfied; and
  - d) directing that the amounts set out in the Strata Petition be paid from the sale proceeds of the Highline Property.
5. A copy of the Strata Petition is attached as **Appendix “D”**. As of the date of this First Report, the Strata Petition has not been heard or scheduled to be heard and remains subject to the stay of proceedings. The Strata Liens remain registered against the Remaining Units.

### 2.1.3 Canada Revenue Agency

1. On January 8, 2025, the Receiver received a letter (the “**CRA Letter**”) from the Canada Revenue Agency (the “**CRA**”) stating that 6511 Sussex owes \$8,152,926 in goods and services tax/harmonized sales tax (“**GST**”). This amount includes \$7,551,095 as a deemed trust claim under the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the “**CRA Deemed Trust Claim**”), and penalties and interest of \$601,831. A copy of the CRA Letter is attached as **Appendix “E”**.
2. On January 11, 2025, the Receiver notified 6511 Sussex’s management and representatives of Third of the CRA Letter, requesting GST returns and supporting documentation for the periods noted in the CRA Letter. As of the date of this First Report, the information has not been provided.
3. As of the date of this First Report, KingSett has filed a notice of application (the “**Bankruptcy Application**”) seeking an order, among other things:
  - a) authorizing and directing the Receiver to assign 6511 Sussex into bankruptcy; and
  - b) authorizing and empowering KSV to act as trustee in bankruptcy of 6511 Sussex.
4. The Receiver understands that the principal purpose of the Bankruptcy Application is to reverse the priority of the CRA Deemed Trust Claim. The Receiver is not aware of any obstacles to concurrently managing these proceedings and the proposed bankruptcy proceedings.

#### 2.1.4 Builder's Lien Claimants

1. As of January 10, 2025, the following builder's liens have been registered against the Highline Property (or portions thereof):
  - a) a lien in favour of Jab Contracting Ltd. in the amount of \$1,905,810.39;
  - b) a lien in favour of Lion's Gate Building Maintenance Ltd. in the amount of \$35,411.25;
  - c) a lien in favour of Hair Stones Limited in the amount of \$255,079.85; and
  - d) a lien in favour of 1364410 B.C. Ltd. in the amount of \$42,613.65.
2. The Receiver has not yet reviewed or vetted any registered builder's lien.

#### 2.1.5 Other Creditors

1. Based on the Receiver's review of 6511 Sussex's books and records, 6511 Sussex's unsecured creditors are owed approximately \$1.1 million in addition to the unsecured and non-priority claim asserted by the Strata Corporation noted above. According to 6511 Sussex's books and records, such indebtedness is primarily comprised as follows:
  - a) Highline Project architects, engineers, and consultants – \$258,852;
  - b) City of Burnaby – \$188,224;
  - c) Rennie – \$130,582;
  - d) Royal Bank of Canada – \$72,866;
  - e) Richards Buell Sutton LLP – \$61,407;
  - f) BC Hydro – \$57,673; and
  - g) other suppliers and vendors – \$351,964.

### 3.0 Retention of Rennie as the Proposed Sales Agent

1. Pursuant to a marketing agreement between Rennie Marketing Systems, by RMS, and 6511 Sussex dated September 20, 2017 (as amended, the "**Original Marketing Agreement**"), Rennie Marketing Systems was retained as sales agent for the Highline Units. Prior to the date of the Receivership Order, Rennie sold 213 of the Highline Units pursuant to the Original Marketing Agreement (collectively, the "**Sold Units**").

2. Rennie is a prominent real estate company based in Vancouver, BC, with a team of over 130 staff and 270 advisors. Rennie provides real estate marketing, development advisory and brokerage services focusing on high-end residential properties, including luxury homes and high-rise condominiums. Further information on Rennie, and its experience and qualifications is included in **Appendix “F”**.
3. Since the granting of the Receivership Order, the Receiver held discussions with Rennie to understand the status of the Highline Project, the Sold Units and the Remaining Units. Based on Rennie’s background, familiarity with the Highline Property, and its proven success in marketing the Sold Units, the Receiver, in consultation with KingSett, decided to retain Rennie as the Sales Agent for the Remaining Units.

### **3.1 Marketing Agreement<sup>3</sup>**

1. The Marketing Agreement was negotiated by the Receiver, in consultation with KingSett and is subject to the approval of the proposed Highline Sale Process Order.
2. Pursuant to the Marketing Agreement, the Sales Agent will be engaged by the Receiver to provide the following services with respect to the Highline Property, among others:
  - a) developing and preparing a strategy for the sale of the Remaining Units;
  - b) listing the Remaining Units for sale when requested in writing by the Receiver to do so;
  - c) diligently marketing the Remaining Units listed for sale and using commercially reasonable efforts to sell such Remaining Units, subject to and in accordance with the Sale Conditions (as defined below);
  - d) using Rennie’s and its agents’ proprietary customer databases to introduce prospective buyers to the Remaining Units;
  - e) facilitating contracts between the Receiver and the Purchasers;
  - f) acting solely for the benefit of the Receiver in connection with the marketing and sale of the Remaining Units;

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<sup>3</sup> Capitalized terms used but not otherwise defined in this section have the meanings ascribed to them in the Marketing Agreement.

- g) assisting with contractual conveyance of the Remaining Units, including, without limitation, collecting lawyer selections, assigning parking stalls and storage lockers, and distributing completion notices;
  - h) providing reports to the Receiver as it reasonably requires;
  - i) assisting in the process of administering the distribution of: (i) disclosure statements and disclosure statement amendments; (ii) addendums to contracts; (iii) deposit collection; (iv) purchaser update communications; and (v) extension requests and agreements;
  - j) preparing a marketing budget and marketing timeline outlining the detailed expenses and disbursements in connection with the marketing and sale of the Remaining Units (the “**Marketing Budget**”), which Marketing Budget shall be submitted to the Receiver for its prior approval promptly following the granting of the Highline Sale Process Order; and
  - k) ensuring compliance with, among other things, the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended (“**REDMA**”), its regulations, the British Columbia Financial Services Authority’s (the “**BCFSA**”) requirements, and the various policy statements of the Superintendent of Real Estate, and FINTRAC regulations.
3. Subject to the earlier termination thereof, the term (the “**Term**”) of the Marketing Agreement commences on the date of the Marketing Agreement and ends on the earlier of (i) the Completion Date of the last Remaining Unit sold and (ii) eight (8) months from the filing of a Disclosure Statement (as defined below). Among other termination rights, the Receiver or the Sales Agent may terminate the Marketing Agreement, without penalty or cost and without cause, by delivery of a written notice of termination.
4. Rennie’s compensation includes:
- a) **Commission** – a commission of 3.8% of the Net Contract Sales Price, inclusive of the applicable Outside Agent’s commission, plus all applicable taxes (the “**Commission**”), for each and every Remaining Unit sold during the Term, provided that no Commission will be payable on any Remaining Units sold: (i) as part of one or more bulk transactions identified, solicited or negotiated by KingSett and/or any of its affiliates; or (ii) below the Minimum Square Foot Prices (as defined below), except where such Minimum Square Foot Prices are reduced by the Receiver. The Commission will be split 1.9% for Rennie and 1.9% for the Outside Agent. No member

of the Listing Team will be entitled to represent a Purchaser; and

- b) **Fees and Expenses** – Rennie will also be reimbursed for Vancouver Real Estate Board Multiple Listing Service (“**MLS**”) fees and pre-approved Advertising and Promotional Expenses.

### **3.2 Recommendation Regarding Retention of Rennie and Approval of Marketing Agreement**

1. The Receiver recommends that the Court approve the retention of Rennie as the Sales Agent under the Marketing Agreement for the following reasons:
  - a) the fees payable to Rennie are consistent with the Original Marketing Agreement, and based on the Receiver’s experience, are consistent with market rates for an engagement of this nature and are commercially reasonable;
  - b) Rennie is a leading real estate firm primarily operating in the Greater Vancouver Area with over 130 staff and 270 advisors, and substantial industry experience and expertise;
  - c) KingSett supports the Receiver’s decision to retain Rennie;
  - d) Rennie’s knowledge about the Highline Project (given its involvement since September 2017), prior experience canvassing the market for the Highline Units and preparation of the marketing materials necessary to solicit interest in the Remaining Units, and ongoing rapport with potential purchasers and co-operating agents, will enhance the efficacy of the Highline Sale Process and eliminate the unnecessary delays that would result from the retention of a new agent/broker at this stage; and
  - e) by avoiding unnecessary delays, Rennie’s retention will permit the Highline Sale Process to commence immediately following the filing of a new disclosure statement (a “**Disclosure Statement**”) pursuant to REDMA, and thereby reduce the accrual of the substantial daily holding costs associated with the Highline Property, including the Highline Daily Interest.

## **4.0 Highline Sale Process**

1. In addition to retaining Rennie as the Sales Agent to sell the Remaining Units, the Receiver has developed the Highline Sale Process described in this section, in consultation with the Sales Agent and KingSett.

2. The Highline 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 Remaining Units and recovery for the Debtors' stakeholders. Moreover, it is intended to significantly reduce carrying costs, and minimize the number of Court attendances required by prospectively approving the Sale Agreements and the Unit Transactions that are anticipated to materialize from the Highline Sale Process, subject, in each case, to the satisfaction of the Sale Conditions.
3. The principal features of the Highline Sale Process are discussed below.

#### **4.1 Rennie Report and Pricing Schedule**

1. At the Receiver's request, Rennie prepared a report dated January 9, 2025 to support the Highline Sale Process (the "**Rennie Report**"). The Rennie Report outlines Rennie's recommendations and proposed marketing plan with respect to the Remaining Units and includes a schedule summarizing the following metrics for each Remaining Unit (the "**Pricing Schedule**"):
  - a) the suggested listing prices (the "**Listing Prices**"); and
  - b) the minimum prices per square foot (the "**Minimum Square Foot Prices**").
2. Based on the Listing Prices, the aggregate gross market value of the Remaining Units is expected to exceed \$100 million. A partially redacted copy of the Rennie Report is attached as **Appendix "G"**. An unredacted version of the Rennie Report will be filed as an appendix to the Confidential Supplement.
3. Holding the Remaining Units indefinitely is not viable due to significant carrying costs, including:
  - a) the Highline Daily Interest (\$30,077.52/day);
  - b) go forward monthly strata fees; and
  - c) property taxes, insurance premiums, and upkeep costs.
4. Delaying the sale of the Remaining Units or not setting achievable sale prices would result in further Court attendances and increased professional fees, thus exacerbating these financial burdens, diminishing the net proceeds available for distribution to the Debtors' creditors. The prompt and efficient execution of the Highline Sale Process is essential to mitigate these escalating costs and preserve value for stakeholders.

5. As detailed in the Pricing Schedule, the Listing Prices and Minimum Square Foot Prices are based on an analysis prepared by Rennie that considered, among other things:
  - a) prices obtained for the Sold Units prior to the date of the Receivership Order;
  - b) sales data for similar development projects in Burnaby and the surrounding areas;
  - c) Rennie's significant expertise and knowledge of the Highline Project; and
  - d) input from, and consultation with, KingSett.

#### 4.2 Highline Sale Process

1. To minimize costs and ensure the efficiency of the Highline Sale Process, the Receiver seeks prospective approval under the proposed Approval and Vesting Order of the Unit Transactions anticipated to materialize in the Highline Sale Process, without additional Court attendances, provided the following conditions are met in the case of each such Unit Transaction (collectively, the "**Sale Conditions**"):
  - a) the Receiver is satisfied with the purchase price and other terms of the applicable Unit Transaction;
  - b) the Minimum Square Foot Price for each Remaining Unit is not less than the applicable amount specified in the Pricing Schedule, subject to the Receiver's limited authority therein to adjust the Minimum Square Foot Prices;
  - c) the applicable Sale Agreement is entered into within eight (8) months from the filing of the Disclosure Statement and is in substantially the form appended to the Disclosure Statement; and
  - d) KingSett consents to each Unit Transaction.
2. The Receiver, in consultation with KingSett, and with the assistance of Rennie, will administer, supervise, facilitate, and oversee the Highline Sale Process to maximize value for the Remaining Units in a timely manner. In this regard, the Highline Sale Process will involve the following:
  - a) **Disclosure Statement** – the Receiver is required to file a Disclosure Statement before commencing the Highline Sale Process. The Disclosure Statement is currently being finalized with the assistance of the Receiver's legal counsel;

- b) **Marketing** – upon the granting of the proposed Highline Sale Process Order, the Sales Agent will finalize marketing materials for the Remaining Units for the Receiver’s approval, and after the filing of the Disclosure Statement, with the Receiver’s oversight and input, and in consultation with KingSett, will:
    - i. send an email and newsletter regarding the opportunity to its database of parties, including industry contacts, potential buyers, and the brokerage community;
    - ii. post the Remaining Units selected by the Receiver on MLS at the Listing Prices provided in the Pricing Schedule; and
    - iii. conduct open houses for the Remaining Units;
  - c) **Sale Agreement** – the Receiver, with the assistance of its legal counsel, and in consultation with KingSett, will prepare a form of the Sale Agreement to be appended to the Disclosure Statement and provided to parties interested in purchasing one or more Remaining Units;
  - d) **As Is, Where Is** – the Remaining Units and parking stalls and storage units/lockers will be marketed on an “as is, where is” basis;
  - e) **Adjustment to Listing Prices** – the Receiver will maintain discretion to adjust the Minimum Square Foot Prices, as provided in the Confidential Supplement; and
  - f) **Review and Acceptance of Offers** – the Receiver will review and consider all offers (collectively, the “Offers”) for the Remaining Units. The Receiver has sole discretion to accept, reject, or negotiate Offers, provided the Sale Conditions are satisfied. In evaluating Offers, the Receiver will consider: (i) the purchase price and other terms; (ii) conditions to closing; and (iii) the proposed closing date.
2. As noted previously, the Receiver is seeking the proposed Approval and Vesting Order to facilitate the Unit Transactions that are anticipated to materialize from the Highline Sale Process. Among other things, the proposed Approval and Vesting Order:
- a) subject to the filing of a Disclosure Statement, authorizes the Receiver to sell the Remaining Units pursuant to the Sale Agreements arising from the Highline Sale Process that satisfy the Sale Conditions, and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith;



- b) authorizes and directs the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of any Unit Transaction, the conveyance of any Purchased Unit to the Purchaser thereof, and the assignment of any parking stalls and/or storage lockers to such Purchaser; and
- c) upon delivery of a Receiver's Certificate, vests title to the Purchased Unit in the applicable Purchaser free and clear of all claims and encumbrances, except permitted encumbrances.

#### **4.3 Recommendation Regarding Highline Sale Process and Approval and Vesting Order**

1. The Receiver recommends that this Court issue the proposed Highline Sale Process Order and Approval and Vesting Order for the following reasons:
  - a) the Highline 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 Remaining Units and recovery for the Debtors' stakeholders. By requiring all of the Offers to conform to a standardized Sale Agreement and satisfy the Sale Conditions, the process ensures that bids are evaluated consistently based on criteria established by the Receiver;
  - b) the Highline Sale Process will be overseen by the Receiver and the Sales Agent, whose expertise, commission structure, substantial marketing efforts, and familiarity with the Highline Property will enhance the commercial efficacy of the process. Rennie is prepared to commence the Highline Sale Process immediately, which is critical given the significant holding costs associated with the Remaining Units, particularly the Highline Daily Interest;
  - c) the proposed Highline Sale Process is commercially reasonable and is consistent with practices employed in other residential real estate receiverships. In similar cases, Courts have granted prospective orders approving the sale of multiple residential units to reduce Court attendances, professional fees, and interest obligations while maximizing stakeholder recovery. The proposed Highline Sale Process Order and Approval and Vesting Order will eliminate the need for 119 individual sale approval applications, thereby significantly reducing professional costs and the use of judicial resources;

- d) the Highline Sale Process will broadly market the Remaining Units and optimize the chances of securing the maximum purchase prices for such Remaining Units available in the circumstances. Adherence to the proposed Sale Conditions will ensure the fairness and integrity of the Highline Sale Process and the providence of each Unit Transaction. As the best option for maximizing recovery available at this time, the proposed Highline Sale Process is in the best interests of the Debtors' stakeholders and is supported by the Debtors' largest and senior secured creditor, KingSett;
- e) the Listing Prices and Minimum Square Foot Prices outlined in the Pricing Schedule, the latter of which is an integral feature of the Sale Conditions, were developed by the Sales Agent, in consultation with the Receiver, based on the sale prices for the Sold Units, market research, and Rennie's significant expertise and knowledge of the Highline Project;
- f) the Highline Sale Process provides the Receiver with the procedures and flexibility that it believes are necessary to maximize the value of the Remaining Units, and if necessary, to adjust the Minimum Square Foot Prices for the Remaining Units;
- g) provided that the Priority Indebtedness is determined and satisfied, the only encumbrances to be vested off title to the Remaining Units under the proposed Approval and Vesting Order are those of KingSett and valid builder's lien claimants under the *Builders Lien Act*, S.B.C. 1997, c. 45, as amended (in respect of which the Receiver will be authorized to hold back funds to satisfy any valid builder's lien, if necessary). In any event, the proposed Approval and Vesting Order does not prejudice parties with valid encumbrances against the Remaining Units as such encumbrances will attach to the net proceeds of the applicable Unit Transaction, maintaining their existing priority;
- h) KingSett has approved the Pricing Schedule and supports the Highline Sale Process; and
- i) following the completion of all the Unit Transactions, the Receiver will file a report with the Court detailing the sale price for each of the Remaining Units.

## 5.0 Sealing Order

1. Pursuant to the proposed Sealing Order, the Receiver is seeking to seal the Confidential Supplement. The Confidential Supplement includes an unredacted version of the Rennie Report (including the Pricing Schedule), which contains the Minimum Square Foot Prices and related analysis.
2. The information contained in the Confidential Supplement, if disclosed, could undermine the integrity of the Highline Sale Process and negatively impact realizations from the Unit Transactions to the detriment of the Debtors' stakeholders. In particular, the Minimum Square Foot Prices and related analysis contained in the Confidential Supplement, if disclosed, would allow a prospective purchaser to calculate the potential minimum price that could be accepted for a Remaining Unit.
3. The Confidential Supplement is proposed to remain sealed pending the filing of a Receiver's Certificate evidencing the closing of the Unit Transaction for the last Purchased Unit. The salutary effects of temporarily sealing such information from the public record greatly outweigh the deleterious effects of doing so in the circumstances. The Receiver is not aware of any party that will be prejudiced if the information in the Confidential Supplement is sealed or any public interest that will be served if such details are disclosed in full. Accordingly, the Receiver believes the proposed sealing of the Confidential Supplement is appropriate in the circumstances.

## 6.0 Amended and Restated Receivership Order

1. The Receiver is seeking the proposed Amended and Restated Receivership Order, which primarily:
  - a) expands the scope of the Receivership Order by appointing KSV as receiver, without security, of the Parking Property and adds TPC as a "Respondent" in these proceedings;
  - b) increases the Receiver's maximum permitted borrowings under the Receivership Order from \$250,000 to \$2,303,860, and grants a corresponding increase to the Receiver's Borrowings Charge; and

- c) updates the description of the Lands to remove certain real property that was sold prior to the commencement of these proceedings and instead, include the Remaining Units owned by 6511 Sussex as of the date of the Receivership, as reflected in the freehold transfers registered in the New Westminster Land Title Office with registration numbers CB1732198 and CB1732165 and owner's name search attached as **Appendices "H" and "I"**, respectively.
2. A blackline comparison between the Amended and Restated Receivership Order and the Receivership Order is attached as **Appendix "J"**. The salient features of the proposed Amended and Restated Receivership Order are discussed below.

## **6.1 Addition of TPC as a Respondent**

1. Following its appointment, the Receiver learned that 6511 Sussex is party to a parking facility and storage lease dated October 12, 2023 with TPC (the **"Parking and Storage Lease"**). TPC is a British Columbia corporation of which Mr. Thind is a director. Copies of the BC Registry Services Company Summary of TPC and a British Columbia Personal Property Registry search of TPC are attached as **Appendices "K" and "L"**, respectively.
2. Pursuant to the Parking and Storage Lease, 6511 Sussex leased all the parking stalls in the underground parking facility, and all the lockers in the common property storage areas, at the Highline Property to TPC for \$10.00. The Parking and Storage Lease and the covenants and obligations of 6511 Sussex attach to the Highline Property. A copy of the Parking and Storage Lease is attached as **Appendix "M"**.
3. TPC is the sole party capable of partially assigning the Parking and Storage Lease and its long-term demised leasehold interest granted thereunder to Unit Purchasers, which partial assignments are expressly contemplated by the Parking and Storage Lease. As such, TPC's inclusion in these proceedings is necessary to facilitate compliance with each Sale Agreement, ensure the assignment of parking and storage rights, and maximize value for 6511 Sussex's stakeholders.
4. No parties have registered a security interest in respect of the Parking Property. As a result, the Receiver's appointment in respect of the Parking Property is not expected to prejudice any party.
5. The Receiver's consent to act in respect of TPC is attached as **Appendix "N"**.

## **6.2 Increases to the Receiver's Borrowings and the Receiver's Borrowings Charge**

1. The Receiver is requesting that the maximum permitted borrowings under the Receivership Order and the Receiver's Borrowings Charge be increased to \$2,303,860 to cover the following disbursements:
  - a) approximately \$942,360.48 for the Strata Lien Distribution, subject to the determination of the Priority Indebtedness and other terms of the proposed Ancillary Order;
  - b) approximately \$1,011,500 for repairs to the Remaining Units to prepare them for sale; and
  - c) a contingency of \$350,000 to account for expenses related to the Remaining Units, including, among other things, ongoing fees payable to the Strata Corporation, utilities, insurance, property taxes, and any unforeseen expenses or disbursements that may be required.

### **6.2.1 Unpaid Strata Fees**

1. The Strata Corporation filed the Strata Liens against the Remaining Units for the purposes of securing the aggregate asserted claim of \$942,369.48 and the costs to enforce such Strata Liens. Subsection 116(5) of the SPA affords validly registered liens of a strata corporation priority over other liens and charges, subject to the exceptions enumerated therein, including a lien or charge made under the BLA.
2. Although the Strata Liens could be paid from the sale proceeds of the Remaining Units, as the Receiver understands is customary and likely to be requested by Purchasers, Rennie has advised that the presence of the Strata Liens may deter potential purchasers from participating in the Highline Sale Process. Accordingly, the Receiver is seeking to borrow approximately \$942,369.48 to pay the Priority Indebtedness, if any, secured by the Strata Liens pursuant to the proposed Ancillary Order. As reflected in the proposed Ancillary Order, the payment of the Priority Indebtedness by way of the Strata Lien Distribution is contingent upon the Receiver's examination and reconciliation of the amounts asserted by the Strata Corporation to be secured by the Strata Liens or the Court's determination of such Priority Indebtedness.

3. Subject in all respect to the determination of the Priority Indebtedness asserted to be secured by the Strata Liens and the other terms of the proposed Ancillary Order (including the removal of the Strata Liens), the Receiver recommends the Strata Lien Distribution to enhance the marketability of the Remaining Units.

### **6.2.2 Remaining Unit Repairs**

1. Based on the information provided by the Debtors, KingSett, Rennie, and Thind, the Receiver has identified certain repairs that are necessary to ensure the Remaining Units are in optimal condition for the Highline Sale Process. Rennie estimates the cost of such repairs to be between \$7,500 and \$8,500 per Remaining Unit, totaling approximately \$892,500 to \$1,011,500.
2. To further evaluate the required work, the Receiver has engaged Brasfield Builders Limited ("**Brasfield**") to perform a walkthrough of the Remaining Units and provide a detailed schedule and cost estimate for the necessary repairs. The Receiver is currently negotiating a master services agreement with Brasfield to oversee such repairs.
3. In the circumstances, the Receiver expects that the necessary repairs will enhance the efficacy of the Highline Sale Process and that the costs of the repairs to be incurred will be value accretive.

## **7.0 Distributions**

1. The Receiver is seeking the proposed Ancillary Order, among other things:
  - a) subject to the Receiver's determination of the Priority Indebtedness secured by the Strata Liens, if any, or the determination of the Priority Indebtedness by the Court, authorizing and directing the Receiver to make the Strata Lien Distribution; and
  - b) subject to such holdbacks as the Receiver considers necessary or appropriate to satisfy priority claims against each Purchased Unit and/or to fund these proceedings, including, without limitation, the Receiver's fees and the fees of its counsel, authorizing and directing the Receiver, its counsel and other agents to make or cause to be made one or more Distributions from the purchase price paid for each Purchased Unit approved pursuant to the Approval and Vesting Order as follows:
    - i. to the CRA in respect of any GST required to be paid by the Receiver in connection with the closing of such Purchased Unit;

- ii. to such parties as are applicable in respect of any property tax arrears, strata fees, and such other customary disbursements for a transaction of a similar nature, in each case, in connection with the closing of such Purchased Unit; and
- iii. to the Sales Agent in respect of the Commission payable pursuant to the Marketing Agreement, in connection with such Purchased Unit, including any commissions payable to a cooperating brokerage and any GST.

## **7.1 Recommendation Regarding Distributions and Strata Lien Distributions**

1. The Receiver recommends that the Court issue the proposed Ancillary Order authorizing the Distributions and Strata Lien Distribution, subject to and in accordance with the terms thereof, for the following reasons:
  - a) satisfying the Priority Indebtedness and removing the Strata Liens will improve the marketability of the Remaining Units;
  - b) the Distributions and the Strata Lien Distribution will facilitate the closing of the Unit Transactions that will materialize from the Highline Sale Process and be approved and implemented pursuant to the proposed Approval and Vesting Order, and ensure the efficient administration of their estates;
  - c) each of the Distributions and the Strata Lien Distribution is in respect of an obligation that is customarily required to close a Unit Transaction, is entitled to be paid and/or benefits from relevant legal priorities, or in the case of Commission to the Sales Agent, is commensurate with the Marketing Agreement; and
  - d) pursuant to the proposed Amended and Restated Receivership Order and Ancillary Order, the Receiver will be entitled to (i) hold back such amounts from the purchase price paid for each Purchased Unit as it considers necessary or appropriate to satisfy priority claims against such Purchased Unit, including any valid builder's lien, and/or to fund these proceedings, and (ii) borrow up to the maximum principal amount of \$2,303,860. As a result of its authority to holdback funds and the proposed increase to the Receiver's borrowings, the Receiver is confident that it will have access to sufficient monies to advance these proceedings while making the Strata Lien Distribution and the Distributions.

## 8.0 Other Activities of the Receiver

1. Since its appointment, the Receiver has performed the following key activities:
  - a) corresponding extensively with the Debtors, including representatives of Thind, to obtain information concerning the Debtors;
  - b) corresponding with KingSett, and its counsel, Osler Hoskin & Harcourt LLP, regarding all aspects of these proceedings;
  - c) securing the Debtors' bank accounts at the Bank of Montreal and changing the account signatories to representatives of the Receiver;
  - d) corresponding with the Debtors' insurance broker to determine whether insurance coverage was in place and premiums were current, and to add the Receiver as an additional insured and loss payee on the Debtors' policies;
  - e) redirecting all the Debtors' mail to the Receiver's office;
  - f) engaging with the City of Burnaby to have the building permit extended for the Highline Property;
  - g) attending to various matters with respect to the requirements under REDMA, including, among other things:
    - i. reviewing the cease marketing letters dated November 22, 2024 (the "**Cease Marketing Letters**") with respect to the Highline Property and Minoru Property issued by the BCFSa; and
    - ii. working with legal counsel to prepare the cease marketing undertakings with respect to the Highline Property and Minoru Property requested by the BCFSa in the Cease Marketing Letters, and a Disclosure Statement;
  - h) corresponding with First Service, the Strata Corporation manager, and engaging with both it and its counsel in connection with the Highline Property and the Strata Liens;
  - i) corresponding with CRA with respect to tax accounts and remittances;
  - j) preparing the statutory reports required by subsections 245(1) and 246(1) of the BIA and mailing same to all known creditors of the Debtors and the Official Receiver;



- k) working with legal counsel to prepare the application materials in respect of the relief to be sought by the Receiver;
- l) establishing and maintaining the Receiver's case website; and
- m) preparing this First Report.

## 9.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make orders granting the relief detailed in Section 1.1(1) of this First Report.

\* \* \*

All of which is respectfully submitted,

**KSV RESTRUCTURING INC.,**  
solely in its capacity as Court-appointed receiver of  
6511 Sussex Heights Development Ltd.,  
Minoru Square Development Limited Partnership,  
and Minoru View Homes Ltd., and not  
in its personal or corporate capacity

Per:   
Jason Knight  
Managing Director

# **APPENDIX B**

**[ATTACHED]**



No. S-247764  
Vancouver Registry



IN THE SUPREME COURT OF BRITISH COLUMBIA

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.  
and  
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP  
and  
MINORU VIEW HOMES LTD.  
and  
THIND PARKING CORP.

RESPONDENTS

SECOND REPORT OF THE RECEIVER

March 24, 2025

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## 1.0 Introduction

1. On December 13, 2024, the Supreme Court of British Columbia (the “**Court**”) granted an order (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 Restructuring Inc. (“**KSV**”) as the receiver (in such capacity, the “**Receiver**”), without security, of the property described in Appendix “A” of the Receivership Order (the “**Lands**”) and all right, title, and interest of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”), Minoru Square Development Limited Partnership (“**Minoru LP**”), and Minoru View Homes Ltd. (“**Minoru Homes**” and collectively with 6511 Sussex and Minoru LP, the “**Initial Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (together with the Lands, the “**Property**”), including all proceeds thereof.
2. The petition to appoint KSV as Receiver was made by KingSett Mortgage Corporation (“**KingSett**”), the Initial Debtors’ largest and senior secured creditor. The principal purpose of these proceedings is to create a stabilized environment in which the Debtors’ (as defined below) respective development projects can be completed and/or monetized, and the proceeds therefrom can be distributed for the benefit of the Debtors’ stakeholders.
3. On January 13, 2025, the Receiver filed its first report to Court in these proceedings (the “**First Report**”). The First Report focused on the Receiver’s recommendations in respect of the listing for sale of the 119 strata lots at the Highline Project (as defined below) owned by 6511 Sussex (collectively, the “**Remaining Highline Units**”), and provided information to the Court in support of the Receiver’s application for:
  - a) an amended and restated Receivership 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 Thind Parking Corp.’s (“**TPC**”, together with the Initial Debtors, the “**Debtors**”) presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including the proceeds thereof; and
    - ii. increasing the quantum of the Receiver’s Borrowings Charge (as defined in the Receivership Order) to \$2,303,860;
  - b) a sale process order (the “**Highline Sales Process Order**”), among other things:

- i. authorizing and empowering the Receiver to enter into the agreement dated January 13, 2025, among the Receiver, Rennie Marketing Systems, by its partners Rennie Project Marketing Corporation and 541823 B.C. Ltd., and Rennie & Associates Realty Ltd. (collectively, “**Rennie**”); and
  - ii. approving the sale process described in Section 4 of the First Report with respect to the Remaining Highline Units (the “**Highline Sale Process**”) and authorizing the Receiver and Rennie to carry out the Highline Sale Process;
- c) an approval and vesting order (the “**Highline AVO**”), among other things:
- i. prospectively authorizing the Receiver to sell, pursuant to any sale agreements arising from and in accordance with the Highline Sale Process, any and all of the Remaining Highline Units (each, a “**Purchased Highline Unit**”); and
  - ii. upon delivery by the Receiver to the applicable purchaser of a Purchased Highline Unit (each, a “**Highline Purchaser**”) a certificate substantially in the form attached as Schedule “C” to the Highline AVO (the “**Highline Certificate**”), vesting the Purchased Highline Unit described in such Highline Certificate in the Highline Purchaser free and clear of any and all claims and encumbrances;
- d) an order (the “**Ancillary Order**”):
- i. subject to the Receiver’s determination of the amounts owed by 6511 Sussex to The Owners, Strata Plan EPS 9599 (the “**Strata Corporation**”) that are secured by the liens registered by the Strata Corporation against the Lands owned by 6511 Sussex (collectively, the “**Strata Liens**”), if any (any such amounts so determined being, the “**Priority Indebtedness**”), or the determination of the Priority Indebtedness by this Court, authorizing and directing the Receiver to make a distribution to the Strata Corporation equal to the Priority Indebtedness in full satisfaction of the Strata Liens; and
  - ii. subject to such holdbacks as the Receiver considers necessary or appropriate, authorizing and directing the Receiver, its counsel and other agents to make or cause to be made one or more distributions, payments, or adjustments from the purchase price paid for each Purchased Highline Unit approved pursuant to the Highline AVO in the manner and to the parties specified therein; and

- e) an order (the “**Highline Sealing Order**”) sealing the Confidential Supplement to the First Report dated January 13, 2025, until the filing of the Highline Certificate confirming the closing of the last Purchased Highline Unit.
- 4. The Court granted the Amended and Restated Receivership Order, Highline Sale Process Order, Highline AVO, Ancillary Order, and Highline Sealing Order on January 20, 2025. A copy of the Amended and Restated Receivership Order is attached as **Appendix “A”**.
- 5. This report (this “**Second Report**”) is being filed by KSV, in its capacity as the Receiver. This Second Report focuses on the Receiver’s recommendations in respect of the listing for sale of the Lands comprising the Minoru Property (as defined below) owned by Minoru LP and Minoru Homes. Additional background information concerning 6511 Sussex, its respective property, and the Receiver’s recommendations relating thereto is provided in the First Report and is not repeated herein.

### 1.1 Purposes of this Second Report

- 1. The purposes of this Second Report are to provide an update regarding these proceedings and information in support of the Receiver’s application for:
  - a) an order (the “**Minoru Sale Process Order**”), among other things:
    - i. authorizing and empowering the Receiver to enter into the Listing Agreement dated March 24, 2025 (the “**Minoru Listing Agreement**”) with Jones Lang LaSalle Real Estate Services, Inc. (“**JLL**” or the “**Minoru Sales Agent**”); and
    - ii. approving the sale process, substantially as described in Section 4 of this Second Report and the Minoru Listing Agreement (the “**Minoru Sale Process**”), and authorizing the Receiver and the Minoru Sales Agent to carry out the Minoru Sale Process in accordance with its terms and the terms of the Minoru Sale Process Order; and
  - b) an order (the “**Minoru Sealing Order**”) sealing the Confidential Supplement to the Second Report dated March 24, 2025 (the “**Confidential Supplement**”) until the earlier of:
    - i. the closing of all transactions related to the Minoru Property following the culmination of the Minoru Sale Process; or
    - ii. further order of the Court.

## 1.2 Scope and Terms of Reference

1. In preparing this Second Report, the Receiver has relied upon the Debtors' unaudited financial information, books and records, information available in the public domain, and discussions with KingSett, the Minoru Sales Agent, the Debtors' management, and representatives of Thind Properties Ltd. ("**Thind**"), an entity related to the Debtors.
2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Second Report in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own due diligence.

## 1.3 Currency

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

## 2.0 Background

1. The Debtors consist of 6511 Sussex, Minoru LP, Minoru Homes, and TPC, each of which is a single-purpose entity. 6511 Sussex, Minoru Homes, and TPC are corporations incorporated pursuant to the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended. Minoru LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended.
2. Minoru LP and Minoru Homes are the beneficial and registered owners, respectively, of a 3.86-acre development site located at 5740, 5760, and 5800 Minoru Boulevard, Richmond, BC (the "**Minoru Property**"). Prior to these proceedings, Minoru LP and Minoru Homes were engaged in the development of a mixed-use community on the Minoru Property consisting of one office tower and three residential towers with a total of 429 units (the "**Minoru Project**"). Construction of the Minoru Project has not yet commenced.



3. 6511 Sussex is the registered owner of the Remaining Highline Units located at 6511 Sussex Avenue, Burnaby, BC (collectively, the “**Highline Property**”). Prior to the granting of the Receivership Order, 6511 Sussex was engaged in the development of a 48-story mixed-use tower located at 6511 Sussex Avenue, Burnaby, BC (the “**Highline Project**”), consisting of, among other things, 332 strata lots, and a designated hotel component, which was sold to a third party.

## 2.1 Creditors

### 2.1.1 KingSett

1. In connection with the Highline Project and the Minoru Project, the Initial Debtors entered into the following commitment letters (together, the “**Commitment Letters**”):
  - a) a commitment letter dated October 18, 2021 (as amended by a first amending agreement dated February 14, 2022, a second amending agreement dated March 20, 2023, and a third amending agreement dated February 23, 2024), among, *inter alios*, Minoru Square Development GP Ltd. (“**Minoru GP**”), in its capacity as the general partner for and on behalf of Minoru LP, as borrower, Minoru Homes, as nominee, 6511 Sussex, as guarantor, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$72,650,000 (the “**Minoru Loan**”); and
  - b) a commitment letter dated March 5, 2024, among, *inter alios*, 6511 Sussex, as borrower, Minoru Homes and Minoru GP, in its capacity as the general partner for and on behalf of Minoru LP, as guarantors, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$176,500,000 (the “**Highline Loan**”).
2. As of January 6, 2025, the total indebtedness to KingSett under each of the Minoru Loan and Highline Loan was as follows:
  - a) **Minoru Loan** – approximately \$77 million (the “**Minoru Indebtedness**”), accruing interest at a rate of approximately \$25,644 per day; and
  - b) **Highline Loan** – approximately \$103 million (the “**Highline Indebtedness**”), accruing interest at a rate of approximately \$30,078 per day.

3. The payment and performance of the Highline Indebtedness and Minoru Indebtedness is secured by, among other things:
  - a) **Highline Indebtedness:** (i) a first mortgage/charge in the principal amount of \$283,750,000 and an assignment of rents registered against the Highline Property in favour of KingSett; (ii) a general security agreement dated March 20, 2024, between 6511 Sussex, as grantor, and KingSett, as grantee; and (iii) a collateral mortgage/charge in the principal amount of \$80,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett; and
  - b) **Minoru Indebtedness:** (i) a first mortgage/charge in the principal amount of \$61,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett; (ii) a second mortgage/charge in the principal amount of \$80,000,000 registered against the Minoru Property in favour of KingSett; and (iii) a general security agreement dated October 29, 2021, between Minoru Homes, as grantor, and KingSett, as grantee.
4. Following the Initial Debtors' respective defaults under the Commitment Letters, KingSett provided notices of default and notices of intention to enforce security in accordance with section 244 of the BIA. KingSett subsequently sought and obtained the Receivership Order pursuant to subsection 243(1) of the BIA and section 39 of the LEA, appointing KSV as the Receiver of the Property.
5. On January 30, 2025, the Court granted an order (the "**Judgement**") confirming the validity and priority of certain of the security granted in connection with the Minoru Indebtedness and judgement in the amount of \$76,599,425.45 as of January 6, 2025, plus interest from and after the date of the Judgement at the rate set out therein. A copy of the Judgement is attached as **Appendix "B"**.

#### **2.1.2 Builder's Lien Claimants and Mortgage**

1. As of March 24, 2025, the following have been registered against the Minoru Property:
  - a) builder's liens in favour of: (i) Core Creative & Strategy Inc. (\$27,300); (ii) RAM Geotechnical Engineering Ltd. (\$10,038); and (iii) Super Save Fence Rentals Inc. (\$2,102) (the "**Builder's Liens**"); and
  - b) a mortgage in favour of 1076737 B.C. Ltd. in the principal amount of \$800,000 (the "**Mortgage**").

2. The Receiver has not yet reviewed or assessed the validity of the Builder's Liens nor the Mortgage.

### **2.1.3 Other Creditors**

1. Based on the Receiver's review of the books and records of Minoru LP and Minoru Homes, unsecured creditors are owed approximately \$2.6 million, consisting of the following:
  - a) D-Thind Construction Minoru Ltd. and D-Thind Development Ltd. (both related parties) – \$1,063,561 and \$379,033, respectively;
  - b) City of Richmond – \$472,130;
  - c) Rennie Marketing Systems – \$193,652;
  - d) BAM Interior Inc. – \$122,558; and
  - e) other suppliers and vendors – \$401,081.

## **3.0 Retention of JLL as the Minoru Sales Agent**

1. Pursuant to a listing agreement dated August 28, 2024 (the "**Original Listing Agreement**"), between JLL and Minoru Homes, JLL was retained as the listing agent for the Minoru Property. Prior to the Receivership Order, JLL had, among other things:
  - a) worked with Minoru Homes and representatives of Thind to understand the nature of the Minoru Property, including its entitlement status, work in progress, and fees paid to the City of Richmond for the planned Minoru Project;
  - b) prepared an offering summary, a confidential information memorandum, and data room;
  - c) commenced formal marketing of the Minoru Property on October 9, 2024 via an email announcement to a database of 1,429 developers and investors;
  - d) listed the Minoru Property on JLL's website and the JLL listing team's LinkedIn network; and
  - e) initiated discussions with interested parties.

2. Following the granting of the Receivership Order, the Receiver held discussions with JLL to understand the status of the Minoru Property and the interest from potential purchasers. Based on JLL's background, expertise, and familiarity with the Minoru Property, the Receiver, in consultation with KingSett, determined it was appropriate to retain JLL as the Minoru Sales Agent.

### 3.1 Minoru Listing Agreement

1. The Minoru Listing Agreement was negotiated by the Receiver, in consultation with KingSett. Pursuant to the Minoru Listing Agreement, JLL will be engaged by the Receiver to provide the following services with respect to the Minoru Property:
  - a) list the Minoru Property as instructed by the Receiver;
  - b) unless otherwise agreed to by the Receiver, diligently market the Minoru Property and use commercially reasonable efforts to conduct the Minoru Sale Process; and
  - c) subject to the Receiver's instructions, assist the Receiver in negotiating one or more binding agreements of purchase and sale, which shall be subject to Court approval.
2. Under the Minoru Listing Agreement, JLL will be entitled to the following compensation:
  - a) a work fee in the amount of \$100,000, plus GST (the "**Work Fee**"); and
  - b) a commission of 1.00% of the sale price of the Minoru Property, exclusive of applicable taxes, plus GST (the "**Listing Fee**") and less the Work Fee.
3. If a credit bid by a mortgagee of the Minoru Property is the Successful Bid (as defined below) in the Minoru Sale Process, the Minoru Sales Agent will be entitled to the Listing Fee based on the minimum cash consideration contemplated by the highest "Closeable Offer", being a bid provided in accordance with the Minoru Sale Process that meets the minimum bid amount specified in the Minoru Listing Agreement (the "**Minimum Bid Amount**"). The Listing Fee in any such case shall be credited against the Work Fee.
4. A copy of the Minoru Listing Agreement with the Minimum Bid Amount redacted is attached as **Appendix "C"**. An unredacted copy of the Minoru Listing Agreement will be filed as an appendix to the Confidential Supplement.

### **3.2 Recommendation Regarding Retention of JLL and Approval of Minoru Listing Agreement**

1. The Receiver recommends that the Court approve the retention of JLL as the Minoru Sales Agent under the Minoru Listing Agreement for the following reasons:
  - a) the fees payable to JLL are lower than the Original Listing Agreement,<sup>1</sup> and based on the Receiver's experience, are consistent with market rates for an engagement of this nature and are commercially reasonable;
  - b) JLL is a leading national brokerage, with the requisite experience and expertise to market the Minoru Property, including in-depth knowledge of the Greater Vancouver Area market;
  - c) KingSett supports the Receiver's decision to retain JLL; and
  - d) JLL's knowledge about the Minoru Property (given its involvement since August 2024), prior experience canvassing the market for the Minoru Property and preparation of the marketing materials necessary to solicit interest in the Minoru Property, and ongoing rapport with potential purchasers, will enhance the efficacy of the Minoru Sale Process and eliminate the unnecessary delays that would result from the retention of a new agent/broker at this stage.

### **3.3 Sealing of the Minoru Listing Agreement**

1. Pursuant to the proposed Minoru Sealing Order, the Receiver is seeking to seal the Confidential Supplement. The Confidential Supplement includes an unredacted version of the Minoru Listing Agreement, which contains the Minimum Bid Amount determined by the Receiver and JLL.
2. The information contained in the Confidential Supplement, if disclosed, could undermine the integrity of the Minoru Sale Process and negatively impact realizations to the detriment of the Debtors' stakeholders. In particular, disclosure of the Minimum Bid Amount, which is an indication of the value of the Minoru Property, could adversely impact the marketability and realization of the Minoru Property subject to the Minoru Sale Process.

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<sup>1</sup> Under the Original Listing Agreement, JLL was to be paid a fee of 1.50% of the Gross Proceeds (as defined in the Original Marketing Agreement) generated from the sale of the Minoru Property.

3. The Confidential Supplement is proposed to remain sealed until the earlier of:
  - a) the closing of all transactions related to the Minoru Property following the culmination of the Minoru Sale Process; or
  - b) further order of the Court.
4. The salutary effects of sealing such information from the public record greatly outweigh the deleterious effects of doing so under the circumstances. The Receiver is not aware of any party that will be prejudiced if the Minimum Bid Amount is sealed or any public interest that will be served if such details are disclosed in full, and notes that the proposed Minoru Sealing Order is limited in time and scope. Accordingly, the Receiver believes the proposed sealing of the Confidential Supplement is appropriate under the circumstances.

#### 4.0 Minoru Sale Process

1. The Receiver developed the proposed Minoru Sale Process, in consultation with JLL, to solicit interest in the Minoru Property. The Minoru 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 Minoru Property and recovery for the Debtors' creditors.
2. The key aspects of the Minoru Sale Process are summarized below. The full terms of the Minoru Sale Process are attached as Schedule "B" to the Minoru Listing Agreement.
3. A summary of the Minoru Sale Process timeline is as follows:

Milestone	Timeline
Distribution of marketing materials	No later than 20 days after the issuance of the Minoru Sale Process Order (the " <b>Launch Date</b> ")
Bid Deadline	No later than six weeks from the Launch Date (the " <b>Bid Deadline</b> ")
Shortlisting of Bids	Within one week from Bid Deadline
Selected bidders to perform final due diligence	Within 30 days from selection of successful bidder(s) (each, a " <b>Successful Bidder</b> ")
Sale Approval Application	15 to 30 days from the date that the Successful Bidder(s) confirms all conditions have been satisfied or waived

#### **4.1 Marketing Materials**

1. As soon as practicable (and in any case, within 20 calendar days after the Minoru Sale Process Order is granted), the Minoru Sales Agent will:
  - a) develop a master prospects list and have pre-marketing discussions with certain targeted prospects;
  - b) prepare a teaser letter, confidential information memorandum, and confidentiality agreement to be executed by potential purchasers (collectively, the “**Marketing Materials**”); and
  - c) populate a virtual data room for the Minoru Property.
2. For a period of four to six weeks from the Launch Date, the Minoru Sales Agent will, among other things:
  - a) distribute the Marketing Materials to its client base and the listing of potential purchasers;
  - b) offer the Minoru Property for sale on an unpriced basis or post the Minoru Property for sale on a Multiple Listing Service for \$1.00, as requested by the Receiver;
  - c) directly canvass likely prospects; and
  - d) facilitate diligence for interested parties.

#### **4.2 Bid Deadline and Selection of Successful Bidder**

1. 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, by the Bid Deadline.
2. One week from the Bid Deadline, among other things:
  - a) the Minoru Sales Agent will collect and summarize all of the offers received by the Bid Deadline;
  - b) the Receiver may invite selected bidders to improve their offers and may conduct multiple bidding rounds to maximize consideration and minimize execution risk;

- c) the Receiver will select the Successful Bidder(s), having regard to, among other things:
  - i. the total consideration;
  - ii. the form of consideration being offered;
  - iii. any third-party approvals required; and
  - iv. any conditions to closing and the time required to satisfy or waive same.
- 3. Within 30 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"**). Following the execution of the applicable definitive transaction documents, the Receiver will seek Court approval of the Successful Bid(s).
- 4. Additional terms of the Minoru Sale Process include:
  - a) the Minoru Property will be marketed and sold on an "as-is, where-is" basis, with standard representations and warranties for the sale of real property in receivership;
  - b) to the extent permitted by law, all of the right, title, and interest of the Debtors in the Minoru Property, will be sold free and clear of all pledges, liens, security interests, encumbrances and claims, pursuant to one or more approval and vesting orders to be sought by the Receiver, subject to customary permitted encumbrances;
  - c) the Receiver, after consultation with KingSett, will have the right to reject any and all offers and shall not be under any obligation to accept any offer, including the highest and best offers;
  - d) KingSett retains the right to credit bid the debt owing to it in respect of the Minoru Property if, at the conclusion of the Minoru Sale Process, there are no acceptable offers that the Receiver is prepared to bring forward for Court approval, following consultation with KingSett;
  - e) if the Receiver determines, in its sole discretion, that it will assist to maximize recoveries, the Receiver will have the right to: (i) waive strict compliance with the terms of the Minoru Sale Process; and (ii) modify and adopt such other procedures that will better promote the sale of the Minoru Property; and



- f) any material modifications to, or the suspension or termination of, the Minoru Sale Process shall require Court approval, subject to the right to extend deadlines therein.

#### **4.3 Recommendation Regarding Minoru Sale Process**

1. The Receiver recommends that this Court issue the proposed Minoru Sale Process Order approving the Minoru Sale Process for the following reasons:
  - a) the proposed Minoru Sale Process was developed by the Receiver, in consultation with the Minoru 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 Minoru Property and recovery for the Debtors' creditors;
  - b) the Minoru Sale Process is consistent with other insolvency sale processes approved by the Court for real property;
  - c) the Minoru Sale Process will be conducted and overseen by the Receiver and the Minoru Sales Agent. Given the Minoru Sales Agent's experience marketing comparable assets and its familiarity with the Minoru Property, its involvement is expected to materially enhance the efficiency and commercial effectiveness of the Minoru Sale Process;
  - d) the Minoru Sale Process will enable the Receiver and the Minoru Sales Agent to broadly market the Minoru Property and optimize the chances of securing the maximum purchase price for the Minoru Property available in the circumstances;
  - e) the Minoru Sale Process is in the best interests of the Debtors' stakeholders;
  - f) the duration of the Minoru Sale Process is sufficient to allow interested parties to perform diligence and submit offers, and limits the undue accrual of interest on the Minoru Indebtedness; and
  - g) KingSett, the Initial Debtors' senior secured creditor and largest financial stakeholder, is supportive of the Minoru Sale Process.

## 5.0 Other Activities of the Receiver

1. Since the First Report, the Receiver has performed the following key activities:
  - a) corresponding extensively with the Debtors, including representatives of Thind, to obtain information concerning the Debtors;
  - b) corresponding with KingSett, and its counsel, Osler Hoskin & Harcourt LLP, regarding all aspects of these proceedings;
  - c) corresponding with the Canada Revenue Agency with respect to tax accounts and outstanding remittances;
  - d) corresponding with the Debtors' insurance broker to renew the insurance coverage on the Highline Property and Minoru Property;
  - e) establishing and maintaining the Receiver's case website;
  - f) preparing this Second Report;
  - g) attending to, among other things, the following matters regarding the Minoru Property:
    - i. engaging with JLL regarding the Minoru Sale Process and preparation of the Minoru Listing Agreement;
    - ii. reviewing the license agreement dated August 1, 2023 (the "**License Agreement**"), between Minoru LP and Minoru Homes, as licensor, and Columbia Chrysler Dodge Jeep Ltd. ("**Columbia Chrysler**"), as licensee, regarding the Minoru Property and Columbia Chrysler's occupation of same;
    - iii. corresponding with Columbia Chrysler regarding the License Agreement and the payments due to Minoru LP and Minoru Homes under same; and
    - iv. corresponding with the Bank of Montreal ("**BMO**") regarding letter of credit facilities and cash collateral held by BMO; and
  - h) attending to, among other things, the following matters regarding the Highline Property:
    - i. engaging with the City of Burnaby to have the building permit extended for the Highline Project;

- ii. engaging in various correspondence with and reviewing various information provided by Lesperance Mendes Lawyers, counsel to the Strata Corporation, and FirstService Residential, the Strata Corporation manager, regarding these proceedings, the Strata Liens, and the Receiver's application on January 20, 2025;
- iii. corresponding and attending calls with Rennie regarding these proceedings, the Highline Project, the Highline Sale Process, and the obligations of the Receiver and 6511 Sussex under the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41 ("**REDMA**");
- iv. reviewing numerous drafts of the disclosure statement and template agreement of purchase and sale required under REDMA;
- v. negotiating a master services agreement and statement of work with Brasfield Builders Limited ("**Brasfield**") to perform a walkthrough of the Remaining Highline Units and provide a detailed schedule and cost estimate for the necessary repairs regarding the Remaining Highline Units;
- vi. working with Brasfield to coordinate certain repairs required to the Remaining Highline Units and the Highline Project's common areas;
- vii. corresponding with WBI Home Warranty Ltd. regarding the claims filed by owners of units in the Highline Project that were sold prior to the Receivership Order and the new home warranty program for the Remaining Highline Units; and
- viii. responding to various letters and emails from counsel to subcontractors and creditors regarding amounts outstanding for work performed on the Highline Project.

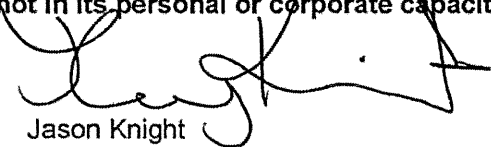
## 6.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make orders granting the relief detailed in Section 1.1 of this Second Report.

\* \* \*

All of which is respectfully submitted,

**KSV RESTRUCTURING INC.,**  
solely in its capacity as Court-appointed receiver of  
6511 Sussex Heights Development Ltd.,  
Minoru Square Development Limited Partnership,  
Minoru View Homes Ltd., and Thind Parking Corp.  
and not in its personal or corporate capacity



Per: Jason Knight  
Managing Director

# **APPENDIX C**

**[ATTACHED]**



ksv advisory inc.

No. S-247764  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.  
and  
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP  
and  
MINORU VIEW HOMES LTD.  
and  
THIND PARKING CORP.

RESPONDENTS

THIRD REPORT OF THE RECEIVER

September 22, 2025

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## 1.0 Introduction

1. On December 13, 2024, the Supreme Court of British Columbia (the “**Court**”) granted an order (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 Restructuring Inc. (“**KSV**”) as the receiver (in such capacity, the “**Receiver**”), without security, of the property described in Appendix “A” of the Receivership Order (the “**Lands**”) and all right, title, and interest of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”), Minoru Square Development Limited Partnership (“**Minoru LP**”), and Minoru View Homes Ltd. (“**Minoru Homes**” and collectively with 6511 Sussex and Minoru LP, the “**Initial Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (together with the Lands, the “**Initial Property**”), including all proceeds thereof.
2. The petition to appoint KSV as Receiver was made by KingSett Mortgage Corporation (“**KingSett**”), the Initial Debtors’ largest and senior secured creditor. The principal purpose of these proceedings is to create a stabilized environment in which the Debtors’ (as defined below) respective development projects can be completed and/or monetized, and the proceeds therefrom can be distributed for the benefit of the Debtors’ stakeholders.
3. On January 20, 2025, on application by the Receiver, the Court granted the following orders:
  - a) an amended and restated Receivership 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 Thind Parking Corp.’s (“**TPC**” and together with the Initial Debtors, the “**Debtors**”) presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including the proceeds thereof (collectively with the Initial Property, the “**Property**”);
    - ii. removing the Hotel Component (as defined below) from the description of the Lands appearing in Appendix “A” to the Receivership Order in light of its sale prior to the commencement of these proceedings; and
    - iii. increasing the Receiver’s maximum permitted borrowings under the Receivership Order and granting a corresponding increase to the Receiver’s Borrowings Charge (as defined in the Receivership Order);



- b) a sale process order (the “**Highline Sales Process Order**”), among other things:
  - i. authorizing and empowering the Receiver to enter into the agreement dated January 13, 2025 (the “**Rennie Marketing Agreement**”), among the Receiver, Rennie Marketing Systems, by its partners Rennie Project Marketing Corporation and 541823 B.C. Ltd., and Rennie & Associates Realty Ltd. (collectively, “**Rennie**”); and
  - ii. approving the sale process (the “**Highline Sale Process**”), substantially as described in the First Report of the Receiver dated January 13, 2025 (the “**First Report**”), with respect to the 119 strata lots at the Highline Project (as defined below) owned by 6511 Sussex (collectively, the “**Remaining Highline Units**”), and authorizing the Receiver and Rennie to carry out the Highline Sale Process;
- c) an approval and vesting order (the “**Highline AVO**”), among other things:
  - i. prospectively authorizing the Receiver to sell, pursuant to any sale agreements arising from and in accordance with the Highline Sale Process, any and all of the Remaining Highline Units (each, a “**Purchased Highline Unit**”); and
  - ii. upon delivery by the Receiver to the applicable purchaser of a Purchased Highline Unit (each, a “**Highline Purchaser**”) of a certificate substantially in the form attached as Schedule “C” to the Highline AVO (the “**Highline Certificate**”), vesting the Purchased Highline Unit described in such Highline Certificate in the Highline Purchaser free and clear of any and all claims and encumbrances; and
- d) an order (the “**Ancillary Order**”), among other things:
  - i. subject to the Receiver’s determination of the amounts owed by 6511 Sussex to The Owners, Strata Plan EPS 9599 (the “**Strata Corporation**”) that are secured by the liens registered by the Strata Corporation against the Lands owned by 6511 Sussex (collectively, the “**Strata Liens**”), if any (any such amounts so determined being, the “**Priority Indebtedness**”), or the determination of the Priority Indebtedness by this Court, authorizing and directing the Receiver to make a distribution to the Strata Corporation equal to the Priority Indebtedness in full satisfaction of the Strata Liens; and

- ii. subject to such holdbacks as the Receiver considers necessary or appropriate, authorizing and directing the Receiver, its counsel and other agents to make or cause to be made one or more distributions, payments, or adjustments from the purchase price paid for each Purchased Highline Unit approved pursuant to the Highline AVO in the manner and to the parties specified therein.
- 4. Additional information concerning the Debtors, the initial steps taken in these proceedings and the Highline Sale Process is provided in the First Report and is not repeated herein. Copies of the First Report (without appendices) and the Amended and Restated Receivership Order are attached as **Appendices “A”** and **“B”**, respectively.
- 5. On April 2, 2025, on application by the Receiver, the Court granted an order (the **“Minoru Sale Process Order”**), among other things:
  - a) authorizing and empowering the Receiver to enter into the Listing Agreement dated March 24, 2025, with Jones Lang LaSalle Real Estate Services, Inc. (**“Minoru Sales Agent”**); and
  - b) approving the sale process (the **“Minoru Sale Process”**), substantially as described in the Second Report of the Receiver dated March 24, 2025 (the **“Second Report”**) and authorizing the Receiver and the Minoru Sales Agent to carry out the Minoru Sale Process in accordance with its terms and the terms of the Minoru Sale Process Order.
- 6. Additional information regarding the Minoru Sale Process is provided in the Second Report and is not repeated herein. A copy of the Second Report (without appendices) is attached as **Appendix “C”**.
- 7. While the Minoru Sale Process remains ongoing, Rennie’s engagement pursuant to the Rennie Marketing Agreement in connection with the Highline Sale Process has been terminated. As a result of the termination of the Rennie Marketing Agreement, the Receiver intends to return to Court on a separate application to obtain approval of an amended Highline Sale Process, and to seek consequential amendments to the Highline AVO and Ancillary Order.<sup>1</sup>

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<sup>1</sup> Given the magnitude of the Highline Indebtedness and the Minoru Indebtedness (each as defined below) and the lack of certainty regarding the recoveries to be realized from the Minoru Sale Process and any amended Highline Sale Process, the Receiver has not sought to implement a claims procedure to date.

8. This report (this “**Third Report**”) is being filed by KSV, in its capacity as the Receiver. This Third Report focuses on the hotel component (the “**Hotel Component**”) situated within the 48-story mixed-use tower located at 6511 Sussex Avenue, Burnaby, BC (the “**Highline Project**”), that was sold by 6511 Sussex to 1506956 B.C. Ltd. (“**150 BC**”) and certain related relief intended to facilitate the efficient resolution of the Singh Action (as defined below).

## 1.1 Purposes of this Third Report

1. The purposes of this Third Report are to provide:
- a) information in support of the Receiver’s application for an order (the “**Second Amended and Restated Receivership Order**”) amending and restating the Amended and Restated Receivership Order, for the purposes of, among other things:
    - i. expanding the scope of the receivership by appointing KSV as the receiver, without security, of all right, title and interest of the Debtors in the funds held by Fasken Martineau DuMoulin LLP (“**Fasken**”) as security pursuant to the letter agreement dated November 25, 2024 (the “**Letter Agreement**”), among KingSett, 6511 Sussex, and Gurmail Singh (“**Mr. Singh**”), by their respective counsel, including all interest thereon (collectively, the “**Security Funds**”); and
    - ii. clarifying the Receiver’s authority to manage, direct, defend, settle or compromise the proceedings styled as *Singh v 6511 Sussex Heights Development Ltd.*, bearing BCSC Action No. S-255846 (the “**Singh Action**”), and any appeals or proceedings arising therefrom or ancillary or related thereto;
  - b) solely in the event that the Second Amended and Restated Receivership Order is granted, the basis for the Receiver’s support for an order (the “**Lift Stay Order**”), among other things, lifting the stay of proceedings provided for in the Second Amended and Restated Receivership Order as against or in respect of 6511 Sussex and the Security Funds, for the sole purpose of allowing the Singh Action to proceed against 6511 Sussex, provided that:
    - i. 6511 Sussex and Mr. Singh are not prohibited from consenting to the adjudication or resolution of Mr. Singh’s claim against 6511 Sussex in the Singh Action in these receivership proceedings;
    - ii. the claims of Mr. Singh in the Singh Action, if established, may only be enforced against the Security Funds; and

- iii. any dispute regarding the entitlement and/or priority to, or the distribution of, the Security Funds as between or among any or all of KingSett, 6511 Sussex, the Receiver's Charge, the Receiver's Borrowings Charge and Mr. Singh, shall be determined by this Court in these receivership proceedings; and
- c) the Receiver's views with respect to Mr. Singh's application for the Lift Stay Order (the "**Lift Stay Application**").

## **1.2 Scope and Terms of Reference**

1. In preparing this Third Report, the Receiver has relied upon the Debtors' unaudited financial information, books and records, information available in the public domain, and discussions with KingSett, the Debtors' management, and representatives of Thind Properties Ltd., an entity related to the Debtors.
2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Third Report in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own due diligence.

## **1.3 Currency**

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

## **2.0 Background**

1. The Debtors consist of 6511 Sussex, Minoru LP, Minoru Homes, and TPC, each of which is a single-purpose entity. 6511 Sussex, Minoru Homes, and TPC are corporations incorporated pursuant to the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended. Minoru LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended.

2. Minoru LP and Minoru Homes are the beneficial and registered owners, respectively, of a 3.86-acre development site located at 5740, 5760, and 5800 Minoru Boulevard, Richmond, BC (the “**Minoru Property**”). Prior to these proceedings, Minoru LP and Minoru Homes were engaged in the development of a mixed-use community on the Minoru Property consisting of one office tower and three residential towers with a total of 429 units (the “**Minoru Project**”). Construction of the Minoru Project has not yet commenced.
3. 6511 Sussex is the registered owner of the Remaining Highline Units at the Highline Project located at 6511 Sussex Avenue, Burnaby, BC (collectively, the “**Highline Property**”). Prior to the granting of the Receivership Order, 6511 Sussex was engaged in the development of the Highline Project, consisting of, among other things, 332 strata lots, and the Hotel Component, which was sold to 150 BC prior to these proceedings.

## 2.1 KingSett Indebtedness

1. In connection with the Highline Project and the Minoru Project, the Initial Debtors entered into the following commitment letters (together, the “**Commitment Letters**”):
  - a) a commitment letter dated October 18, 2021 (as amended by a first amending agreement dated February 14, 2022, a second amending agreement dated March 20, 2023, and a third amending agreement dated February 23, 2024), among, *inter alios*, Minoru Square Development GP Ltd. (“**Minoru GP**”), in its capacity as the general partner for and on behalf of Minoru LP, as borrower, Minoru Homes, as nominee, 6511 Sussex, as guarantor, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$72,650,000 (the “**Minoru Loan**”); and
  - b) a commitment letter dated March 5, 2024, among, *inter alios*, 6511 Sussex, as borrower, Minoru Homes and Minoru GP, in its capacity as the general partner for and on behalf of Minoru LP, as guarantors, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$176,500,000 (the “**Highline Loan**”).
2. As of January 6, 2025, the total indebtedness to KingSett under each of the Minoru Loan and Highline Loan was as follows:
  - a) **Minoru Loan** – approximately \$77 million (the “**Minoru Indebtedness**”), then accruing interest at a rate of approximately \$25,644 per day; and

- b) **Highline Loan** – approximately \$103 million (the “**Highline Indebtedness**”), then accruing interest at a rate of approximately \$30,078 per day.
- 3. The payment and performance of the Highline Indebtedness and Minoru Indebtedness is secured by, among other things:
  - a) **Highline Indebtedness:** (i) a first mortgage/charge in the principal amount of \$283,750,000 and an assignment of rents registered against the Highline Property in favour of KingSett; (ii) a general security agreement dated March 20, 2024, between 6511 Sussex, as grantor, and KingSett, as grantee; and (iii) a collateral mortgage/charge in the principal amount of \$80,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett; and
  - b) **Minoru Indebtedness:** (i) a first mortgage/charge in the principal amount of \$61,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett; (ii) a second mortgage/charge in the principal amount of \$80,000,000 registered against the Minoru Property in favour of KingSett; and (iii) a general security agreement dated October 29, 2021, between Minoru Homes, as grantor, and KingSett, as grantee.
- 4. Following the Initial Debtors’ respective defaults under the Commitment Letters, KingSett provided notices of default and notices of intention to enforce security in accordance with section 244 of the BIA. KingSett subsequently sought and obtained the Receivership Order pursuant to subsection 243(1) of the BIA and section 39 of the LEA, appointing KSV as the Receiver of the Initial Property.

### 3.0 The Singh Action

- 1. The Receiver understands that, prior to the commencement of these proceedings, 6511 Sussex entered into two separate purchase and sale agreements dated October 2 and October 4, 2024 (together, the “**Sale Agreements**”), between 6511 Sussex and Mundi Hotel Enterprises Inc. (“**Mundi**”),<sup>2</sup> which contemplated the sale of the Hotel Component to Mundi for an aggregate purchase price of \$47.2 million. Each Sale Agreement included a closing date of November 29, 2024, subject to deferral in the case of a material loss event or extension at Mundi’s option.

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<sup>2</sup> Mundi appears to have assigned its interest in the Sale Agreements to 150 BC, a newly incorporated company. Mundi and 150 BC share the same director and registered and records office address.

2. On or around November 14, 2024, the Receiver understands that Mr. Singh filed a notice of civil claim against 6511 Sussex (as amended on December 11, 2024, the “**Notice of Claim**”) and filed a certificate of pending litigation against the Hotel Component (the “**CPL**”). A copy of the Notice of Claim is attached as Exhibit “A” to the Affidavit of Jordanna Littau affirmed August 8, 2025 (the “**Littau Affidavit**”) in support of the Lift Stay Application.
3. The Notice of Claim alleges, among other things, that:
  - a) 6511 Sussex and Mr. Singh agreed that Mr. Singh would act as a consultant to 6511 Sussex in relation to a potential sale of the Hotel Component pursuant to a consulting agreement dated September 10, 2024 (the “**Consulting Agreement**”), wherein: (i) 6511 Sussex would pay Mr. Singh a consulting fee equal to 2% of the purchase price of the Hotel Component (the “**Consulting Fee**”) if 6511 Sussex entered into an agreement to sell same to Mundi; and (ii) Mr. Singh would be entitled to register a CPL against the Hotel Component in the event of breach;
  - b) Mr. Singh and his team provided information about the Hotel Component to Mundi and arranged for Mundi to inspect same;
  - c) upon completion of the Sale Agreements, Mr. Singh became entitled to the Consulting Fee in the amount of \$944,000; and
  - d) in breach of the Consulting Agreement, 6511 Sussex: (i) failed to advise Mr. Singh that it had entered into the Sale Agreements; (ii) failed to instruct counsel to provide an undertaking to pay the Consulting Fee from the sale proceeds; and (iii) refused to pay the Consulting Fee.
4. A copy of the alleged Consulting Agreement is attached as Exhibit “A” to the Affidavit of Gurmail Singh affirmed August 1, 2025 in support of the Lift Stay Application.
5. In response to the Notice of Claim, on November 21, 2024, 6511 Sussex filed a notice of application (the “**Discharge Application**”), seeking orders:
  - a) cancelling and discharging the CPL and requiring Mr. Singh seek leave of the Court before filing another CPL in respect of the Hotel Component;
  - b) in the alternative, cancelling the CPL from title to the Hotel Component upon 6511 Sussex depositing with the Court cash as security for the CPL or other security in such form and in such amount as may be further ordered by the Court; and

- c) in the further alternative, requiring that Mr. Singh provide an undertaking for damages payable to 6511 Sussex as a result of the CPL's registration and deposit with the Court cash as security for the fulfilment of such undertaking.
- 6. A copy of the Discharge Application is attached Exhibit "B" to the Littau Affidavit.
- 7. The Discharge Application asserted that 6511 Sussex had no prior knowledge of the Consulting Agreement and only became aware of it when the CPL was registered. In the Discharge Application, 6511 Sussex denied that the Consulting Agreement exists and that Mr. Singh rendered services or introduced Mundi and/or 150 BC to 6511 Sussex, and argued that the Notice of Claim failed to set out the material facts required to ground a claim capable of supporting an interest in the Hotel Component. The Discharge Application also explained that the CPL jeopardized completion of the Sale Agreements and, if not cancelled, would cause significant hardship and inconvenience to 6511 Sussex.

### **3.1 The Letter Agreement**

- 1. To allow the sale of the Hotel Component to proceed while protecting each party's rights in respect of the Singh Action, 6511 Sussex, KingSett, and Mr. Singh, through their respective counsel, entered into the Letter Agreement. A copy of the Letter Agreement is attached as **Appendix "D"**.
- 2. The Letter Agreement provides, among other things, that:
  - a) the Security Funds would be transferred to Fasken;
  - b) the Security Funds would stand in place of the Hotel Component for purposes of the CPL and related claims advanced in the Singh Action;
  - c) the CPL would be discharged upon Fasken's receipt of the Security Funds, which were to be held in trust and released only pursuant to a joint written direction from Mr. Singh and 6511 Sussex or in accordance with a further order of the Court; and
  - d) the discharge of the CPL would not affect or compromise the rights of either party to the Singh Action.
- 3. Consistent with the Letter Agreement, the Receiver understands that the CPL was discharged, and the transactions contemplated under the Sale Agreements closed on or around November 26, 2024. The Receiver understands that the Security Funds were transferred to Fasken pursuant to the terms of the Letter Agreement.



## 4.0 Lift Stay Application and Security Funds

1. After becoming aware of the Singh Action, on December 18, 2024, the Receiver, through its counsel Bennett Jones LLP ("**Bennett Jones**"), issued a letter to Farris LLP ("**Farris**"), counsel to Mr. Singh (the "**Stay Letter**") that, among other things, advised of the Receiver's appointment, confirmed that the stay of proceedings granted under the Receivership Order applied to the Singh Action, and requested that no steps be taken without further direction from the Court or the Receiver. A copy of the Stay Letter is attached as Exhibit "G" to the Littau Affidavit.
2. On June 20, 2025, Farris sent a letter to Bennett Jones (the "**June Letter**") seeking the Receiver's consent to lift the stay of proceedings as against 6511 Sussex to enable Mr. Singh to advance the Singh Action. On July 3, 2025, Bennett Jones responded by email (the "**July 3 Email**") noting that the request remained under review and reminded Farris that no action should be taken in breach of the stay while the matter was under consideration. Copies of the June Letter and the July 3 Email are attached as Exhibits "H" and "I" to Littau Affidavit, respectively.<sup>3</sup>
3. Prior to the completion of the Receiver's review of the Singh Action and the June Letter, on August 12, 2025, Mr. Singh brought the Lift Stay Application in these proceedings, seeking an order lifting the stay of proceedings imposed by the Amended and Restated Receivership Order in respect of 6511 Sussex.
4. Since receipt of the June Letter, the Receiver has made additional inquiries, reviewed the pleadings and background materials, and consulted with Daljit Thind ("**Mr. Thind**"), the principal of the Debtors, KingSett, and Farris regarding the Singh Action and the Security Funds. Based on these efforts, the Receiver has concluded that, subject to the Court granting the Second Amended and Restated Receivership Order, it would be appropriate and in the best interests of 6511 Sussex and its creditors for the Singh Action to proceed and for its defence and potential settlement to be managed and directed by the Receiver.

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<sup>3</sup> Exhibit "I" to the Littau Affidavit also includes Farris' response to the July 3 Email.

#### **4.1 Receiver's Recommendation with Respect to the Second Amended and Restated Receivership Order**

1. To allow the Singh Action to be adjudicated while ensuring any priority or allocation disputes related to the Security Funds are addressed in these proceedings, the Receiver seeks the proposed Second Amended and Restated Receivership Order. The Receiver recommends that the Court issue the proposed Second Amended and Restated Receivership Order appointing KSV as Receiver over the Security Funds given, among other things, that:
  - a) in granting the Receivership Order, this Court already determined that it was just and convenient to: (i) appoint a receiver over the Lands, including the Hotel Component, and all of the proceeds thereof, on the basis of circumstances that generally persist today; and (ii) empower the Receiver to initiate, manage and direct all legal proceedings pending in respect of 6511 Sussex, including continuing, defending, settling or compromising such proceedings;
  - b) to secure the Highline Loan, 6511 Sussex granted KingSett, among other security, a mortgage, charge, assignment and transfer in and to all right, title and interest of 6511 Sussex in all presently owned or held and after acquired or held personal property of whatsoever nature and kind pertaining to the Highline Project, and in all proceeds thereof;
  - c) based on its investigation to date, and following consultation with Mr. Thind and KingSett, the Receiver is of the view that 6511 Sussex has meritorious defenses to the Singh Action, which 6511 Sussex does not have the financial or operational ability to advance independently;
  - d) the Receiver is not aware of any material prejudice that is expected to result from its appointment as receiver of the Security Funds;
  - e) KingSett, Mr. Singh, and 6511 Sussex either support or do not oppose the Receiver's appointment as receiver of the Security Funds or its intention to defend the Singh Action; and
  - f) as referenced above and discussed below, the granting of the Second Amended and Restated Receivership Order will ensure the Singh Action can be adjudicated in a timely manner – potentially reducing 6511 Sussex's substantial indebtedness to KingSett – while mitigating the potential prejudice that would be imposed on 6511 Sussex's other creditors if the Lift Stay Order is granted.

2. If the proposed Second Amended and Restated Receivership Order is granted, the Receiver is prepared to consent to the proposed Lift Stay Order for the sole purpose of allowing Mr. Singh to proceed with his claim against 6511 Sussex in the Singh Action. In the event the Singh Action is dismissed, the Security Funds will remain available for distribution to KingSett, thereby reducing 6511 Sussex's indebtedness under the Highline Loan and the related interest accruals, which obligations are guaranteed by Minoru LP and Minoru Homes.

#### **4.2 Receiver's Concerns Regarding the Lift Stay Order Absent the Granting of the Second Amended and Restated Receivership Order**

1. Failing the simultaneous granting of the proposed Second Amended and Restated Receivership Order and the Lift Stay Order, the Receiver does not consent to, nor does it support, the lifting of the stay of proceedings. The Receiver's view in this regard is informed by the prejudice likely to be imposed on 6511 Sussex and its estate as compared to any temporary prejudice currently experienced by Mr. Singh in the event only the Lift Stay Order is granted.
2. Any prejudice currently experienced by Mr. Singh as a result of being temporarily restrained from advancing the Singh Action and recovering the Security Funds, which represent approximately 85% of the Consulting Fee and are not at risk of dissipation or erosion, appears to the Receiver to be:
  - a) subjective and monetary in nature;
  - b) shared by 6511 Sussex and its creditors, which have similarly been deprived of the Security Funds; and
  - c) outweighed by the substantial prejudice to 6511 Sussex's creditors if the Singh Action proceeds and the Receiver is forced to direct its defence at the estate's expense while the Debtors' right, title and interest in the Security Funds remain outside of the scope of the Property, and the adjudication of any entitlement or priority disputes with respect to the Security Funds is not expressly within these proceedings.
3. Consistent with its recommendation set out in Section 4.1 of this Third Report, the Receiver is of the view that any temporary prejudice experienced by Mr. Singh, and the material prejudice that may be imposed on 6511 Sussex and its creditors, are best balanced by the granting of the proposed Second Amended and Restated Receivership Order and the Lift Stay Order contemporaneously.

## 5.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make orders granting the relief detailed in Section 1.1(1)(a) of this Third Report.

\* \* \*

All of which is respectfully submitted,

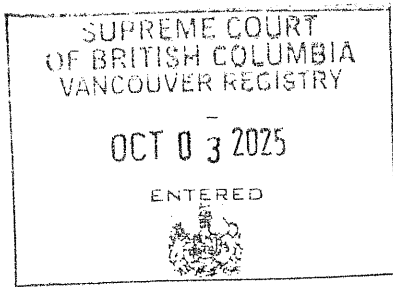
**KSV RESTRUCTURING INC.,  
solely in its capacity as Court-appointed receiver of  
6511 Sussex Heights Development Ltd.,  
Minoru Square Development Limited Partnership,  
Minoru View Homes Ltd., and Thind Parking Corp.,  
and not in its personal or corporate capacity**

A handwritten signature in blue ink, appearing to read 'Jason Knight', is written over the printed name and title.

Per: Jason Knight  
Managing Director

# **APPENDIX D**

**[ATTACHED]**



No. S-247664  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.  
and  
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP  
and  
MINORU VIEW HOMES LTD.  
and  
THIND PARKING CORP.**

RESPONDENTS

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE RECEIVERSHIP OF  
6511 SUSSEX HEIGHTS DEVELOPMENT LTD.  
AND MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP AND  
MINORU VIEW HOMES LTD. AND THIND PARKING CORP.**

**ORDER MADE AFTER APPLICATION**

SECOND AMENDED AND RESTATED RECEIVERSHIP ORDER

BEFORE } THE HONOURABLE JUSTICE MASUHARA } 03/Oct/2025

**ON THE APPLICATION** of KSV Restructuring Inc. (“KSV”), in its capacity as receiver (in such capacity, the “Receiver”), without security, of the property described in Appendix A to this

Order (the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd. and Thind Parking Corp. 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 this day at 800 Smithe Street, Vancouver, British Columbia.

**AND ON READING** the Affidavit #1 of Daniel Pollack made November 5, 2024, each consent of KSV to act as the Receiver, and the Third Report of the Receiver dated September 22, 2025, including the letter agreement dated November 25, 2024 (the “**Letter Agreement**”), among KingSett Mortgage Corporation, 6511 Sussex Heights Development Ltd. and Gurmail Singh, by their respective counsel, attached as Appendix “D” thereto; **AND ON HEARING**, Andrew Froh, counsel for the Receiver, Mary Buttery, counsel for KingSett Mortgage Corporation and those other counsel listed on Schedule “A” hereto.

## **THIS COURT ORDERS AND DECLARES THAT:**

### **APPOINTMENT**

1. Pursuant to Section 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**”), KSV is appointed Receiver, without security, of the Lands and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd. and Thind Parking Corp. (the “**Debtors**”) in (i) all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including, without limitation, all proceeds thereof, and (ii) all of the funds held by Fasken Martineau DuMoulin LLP as security pursuant to the Letter Agreement, including, without limitation, all interest thereon ((i)-(ii) collectively with the Lands being, the “**Property**”).

### **RECEIVER’S POWERS**

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
  - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, cease to perform any contracts of the Debtors, and take such steps as the Receiver determines may be

reasonably necessary or appropriate to comply with the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, construction managers, project managers, contractors, subcontractors, trades, engineers, quantity surveyors, appraisers, real estate brokers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings, which shall include, without limitation, the proceedings styled as *Singh v 6511 Sussex Heights Development Ltd.*, bearing BCSC Action No. S-255846, and any proceedings arising therefrom or ancillary or related thereto;
- (k) to 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;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of a single transaction for consideration up to \$500,000 provided that the aggregate consideration for all such transactions does not exceed \$1,000,000, and
  - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,



and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to apply for remedies available under the *BLA*, including to declare or make an assignment into bankruptcy in respect of the Debtors; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

3. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5, or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in Section 69.6(2) of the *BIA*, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the *BIA*.

### **NO INTERFERENCE WITH THE RECEIVER**

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

### **CONTINUATION OF SERVICES**

11. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtors' current 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 date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

## EMPLOYEES

13. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1.2) of the *BLA*, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including Sections 81.4(5) or 81.6(3) of the *BLA* or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver. The Receiver is empowered but not obligated to interact with, and provide direction to, individuals who are on the Property, but are not employed by the Debtors, in matters relating to safety, access and use of the Property.

## PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder 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 of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which 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.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver 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 relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver'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 the Receiver is actually in possession.
17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
  - (a) before the Receiver's appointment; or,
  - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the *BIA* Section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

19. The Receiver shall incur no liability or obligation as a result of the performance, actions, errors, omissions or negligence by or of any construction manager, project manager, developer, contractor, subcontractor or other service provider, and all other persons acting on their behalf, or the Receiver's appointment or the carrying out the provisions of this Order, save and except:
  - (a) any gross negligence or wilful misconduct on the Receiver's part; or
  - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the *BIA* or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

20. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.

21. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,303,860 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.
24. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the **"Receiver's Certificates"**) for any amount borrowed by it pursuant to this Order.
26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **ALLOCATION**

27. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

#### **SERVICE AND NOTICE OF MATERIALS**

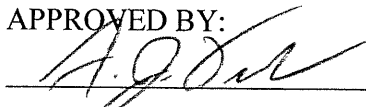
28. The Receiver shall establish and maintain a website in respect of these proceedings (the “**Website**”) at <https://www.ksvadvisory.com/experience/case/highline-and-minoru> and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule “C” (the “**Demand for Notice**”). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the “**Service List**”). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
32. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support 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 its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

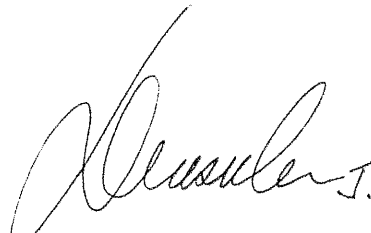
**GENERAL**

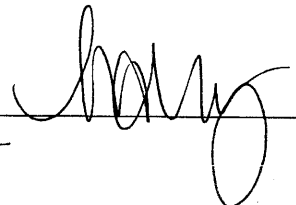
34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, 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 such courts, tribunals and regulatory and administrative bodies are 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.
38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver 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.
39. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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

APPROVED BY:

  
\_\_\_\_\_  
Signature of Andrew Froh, lawyer for the Receiver

  
BY THE COURT

  
\_\_\_\_\_  
~~BY THE COURT~~

~~and~~ DISTRICT REGISTRAR





**SCHEDULE "A"**  
**Appearance List**

<b>NAME</b>	<b>APPEARING FOR</b>
Andrew Froh and Joshua Foster	KSV Restructuring Inc.
Mary Buttery, K.C. and Lucas Hodgson	KingSett Mortgage Corporation
Nicholas Vaartnou	Gurmail Singh

## SCHEDULE "B"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT

\$ \_\_\_\_\_

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the Receiver (the "**Receiver**") of all of the property legally described as 031-656-561; 032-078-307; 032-078-315; 032-078-323; 032-078-331; 032-078-340; 032-078-358; 032-078-366; 032-078-374; 032-078-382; 032-078-498; 032-079-451; 032-079-630; 032-079-664; 032-079-753; 032-079-915; 032-079-931; 032-080-026; 032-080-077; 032-080-166; 032-080-255; 032-080-271; 032-080-344; 032-080-361; 032-080-395; 032-080-450; 032-080-468; 032-080-476; 032-080-484; 032-080-514; 032-080-522; 032-080-531; 032-080-549; 032-080-573; 032-080-603; 032-080-611; 032-080-620; 032-080-638; 032-080-646; 032-080-654; 032-080-662; 032-080-701; 032-080-719; 032-080-727; 032-080-735; 032-080-743; 032-080-751; 032-080-778; 032-080-786; 032-080-794; 032-080-808; 032-080-816; 032-080-824; 032-080-832; 032-080-841; 032-080-859; 032-080-867; 032-080-875; 032-080-883; 032-080-891; 032-080-905; 032-080-930; 032-080-956; 032-080-964; 032-080-999; 032-081-006; 032-081-014; 032-081-022; 032-081-031; 032-081-049; 032-081-057; 032-081-065; 032-081-073; 032-081-081; 032-081-090; 032-081-103; 032-081-111; 032-081-120; 032-081-138; 032-081-146; 032-081-154; 032-081-162; 032-081-171; 032-081-201; 032-081-235; 032-081-251; 032-081-260; 032-081-278; 032-081-286; 032-081-294; 032-081-308; 032-081-316; 032-081-324; 032-081-332; 032-081-341; 032-081-359; 032-081-367; 032-081-375; 032-081-383; 032-081-391; 032-081-405; 032-081-413; 032-081-421; 032-081-430; 032-081-448; 032-081-456; 032-081-464; 032-081-472; 032-081-481; 032-081-499; 032-081-502; 032-081-511; 032-081-529; 032-081-537; 032-081-545; 032-081-553; 032-081-561; 032-081-588; 032-081-600; and 032-081-618 (collectively, the "**Lands**") and all of the right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited, Minoru View Homes Ltd. and Thind Parking Corp. in (i) all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including all proceeds thereof, and (ii) all of the funds held by Fasken Martineau DuMoulin LLP as security pursuant to the letter agreement dated November 25, 2024, among KingSett Mortgage Corporation, 6511 Sussex Heights Development Ltd. and Gurmail Singh, by their respective counsel, including all interest thereon ((i)-(ii) collectively with the Lands being, the "**Property**"), appointed by Order of the Supreme Court of British Columbia (the "**Court**") dated the 13<sup>th</sup> day of December, 2024 (as amended and restated from time to time, the "**Order**") made in SCBC Action No. S-247664 Vancouver Registry has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ [REDACTED], being part of the total principal sum of \$ [REDACTED] which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the [REDACTED]

day of each month after the date hereof at a notional rate per annum equal to the rate of [REDACTED] per cent above the prime commercial lending rate of [REDACTED] from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the legal office of the Lender at [REDACTED].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the [REDACTED] day of [REDACTED], 202\_.

**KSV Restructuring Inc.**, solely in its capacity  
as Receiver of the Property, and not in its  
personal or corporate capacity

Per:  
Name:  
Title:

**SCHEDULE "C"**

**Demand for Notice**

**TO:**           **KingSett Mortgage Corporation**  
                  c/o Osler, Hoskin & Harcourt LLP  
                  Attention: Mary Buttery, K.C., Emma Newbery, Lucas Hodgson  
                  Email: [mattery@osler.com](mailto:mattery@osler.com), [enewbery@osler.com](mailto:enewbery@osler.com), [lhodgson@osler.com](mailto:lhodgson@osler.com)

**AND TO:**   **KSV Restructuring Inc.**  
                  c/o Bennett Jones LLP  
                  Attention: Sean Zweig, Joshua Foster and Andrew Froh  
                  Email: [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com), [fosterj@bennettjones.com](mailto:fosterj@bennettjones.com),  
                  [froha@bennettjones.com](mailto:froha@bennettjones.com)

**Re:   In the matter of the Receivership of 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. and MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP and MINORU VIEW HOMES LTD. and THIND PARKING CORP.**

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

\_\_\_\_\_

OR

2. By facsimile, at the following facsimile number (or numbers):

\_\_\_\_\_

OR

3. By mail, at the following address:

\_\_\_\_\_

Name of Creditor: \_\_\_\_\_

Name of Counsel (if any): \_\_\_\_\_

Creditor's Contact Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Appendix "A" – Description of the Lands**

### **Lands owned by Minoru View Homes Ltd.**

1. LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN EPP112775, PID 031-656-561

### **Lands owned by 6511 Sussex Development Ltd.**

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366

8. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374
9. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382
10. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498
11. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451
12. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630
13. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664
14. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753
15. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915
16. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931

17. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-026
18. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-077
19. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-166
20. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-255
21. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-271
22. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-344
23. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-361
24. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-395
25. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-450



26. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-468
27. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-476
28. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-484
29. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-514
30. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-522
31. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-531
32. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-549
33. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-573
34. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-603

35. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-611
36. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-620
37. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-638
38. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-646
39. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-654
40. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-662
41. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-701
42. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-719
43. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-727

44. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-735
45. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743
46. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751
47. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778
48. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786
49. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794
50. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808
51. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816
52. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824

53. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-832
54. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-841
55. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-859
56. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-867
57. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-875
58. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-883
59. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-891
60. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-905
61. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-930

62. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-956
63. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-964
64. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-999
65. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-006
66. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-014
67. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-022
68. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-031
69. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-049
70. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-057

71. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-065
72. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-073
73. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-081
74. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-090
75. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-103
76. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-111
77. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-120
78. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-138
79. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-146

80. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-154
81. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-162
82. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-171
83. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-201
84. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-235
85. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-251
86. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-260
87. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-278
88. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-286

89. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-294
90. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-308
91. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-316
92. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-324
93. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-332
94. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-341
95. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-359
96. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-367
97. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-375



98. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-383
99. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391
100. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
101. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
102. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
103. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
104. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
105. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
106. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464

107. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472
108. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481
109. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
110. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
111. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
112. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
113. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
114. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
115. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553

116. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561
117. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588
118. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600
119. STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618

# **APPENDIX E**

**[ATTACHED]**



No. S-247764  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND:

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.  
and  
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP  
and  
MINORU VIEW HOMES LTD.  
and  
THIND PARKING CORP.**

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**AMENDED SALE PROCESS ORDER**

BEFORE THE HONOURABLE )  
JUSTICE MASUHARA ) 17/Oct/2025  
)

**ON THE APPLICATION** of KSV Restructuring Inc., in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the property described in Schedule “A” to this Order (collectively, the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd. and Thind Parking Corp. (collectively, the “**Debtors**”) in, among other things, all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, coming on for hearing at Vancouver, British Columbia, on the 17<sup>th</sup> day of October, 2025; **AND ON HEARING** Andrew Froh, counsel for the Receiver, and those other counsel listed on Schedule “B” hereto; **AND UPON READING** the Amended and Restated Ancillary Order of this Court dated as of the date hereof (as may be amended and restated from time to time, the “**Ancillary Order**”), and the material filed, including the Fourth Report of the Receiver dated September 30, 2025 (the “**Fourth Report**”) and the Confidential Supplement to the Fourth Report dated September 30, 2025;

## 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 Fourth 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.

### LISTING AGREEMENT APPROVAL

3. The Receiver is hereby authorized and empowered, *nunc pro tunc*, to enter into the Sale, Marketing and Customer Services Agreement dated September 24, 2025, between the Receiver and Anthem Properties Group Ltd. and Anthem Realty Ltd. (together, the “**Sales Agent**”), in the form attached as Appendix “E” to the Fourth Report, with such minor amendments as may be acceptable to the Receiver and the Sales Agent (the “**Marketing Agreement**”). The Receiver is hereby authorized and directed to make the payments contemplated under the Marketing Agreement when earned and payable in accordance with its terms and conditions and those of the Ancillary Order.

### SALE PROCESS APPROVAL

4. The amended sale process, substantially as described in the Fourth Report (the “**Amended Sale Process**”), be and is hereby approved. Subject to the filing of a disclosure statement amendment by the Receiver as contemplated under the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended, 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.
5. 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, 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

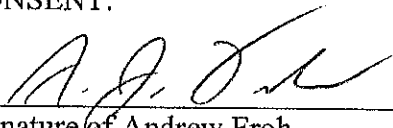
6. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, and any similar legislation in any other applicable jurisdictions, the Receiver is hereby authorized and permitted to disclose and provide to its agents, including, without 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

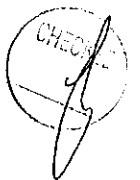
7. The Receiver may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.
8. **THIS COURT HEREBY REQUESTS** the aid and recognition 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.
9. 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" – Description of the Lands**

**Lands Owned by Minoru View Homes Ltd.**

1. LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN EPP112775, PID 031-656-561

**Lands Owned by 6511 Sussex Development Ltd.**

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
8. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON



PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374

9. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382
10. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498
11. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451
12. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630
13. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664
14. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753
15. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915
16. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931
17. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-026

18. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-077
19. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-166
20. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-255
21. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-271
22. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-344
23. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-361
24. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-395
25. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-450
26. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-468

27. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-476
28. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-484
29. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-514
30. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-522
31. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-531
32. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-549
33. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-573
34. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-603
35. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-611

36. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-620
37. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-638
38. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-646
39. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-654
40. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-662
41. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-701
42. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-719
43. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-727
44. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-735

45. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743
46. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751
47. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778
48. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786
49. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794
50. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808
51. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816
52. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824
53. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-832

54. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-841
55. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-859
56. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-867
57. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-875
58. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-883
59. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-891
60. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-905
61. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-930
62. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-956

63. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-964
64. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-999
65. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-006
66. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-014
67. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-022
68. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-031
69. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-049
70. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-057
71. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-065

72. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-073
73. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-081
74. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-090
75. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-103
76. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-111
77. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-120
78. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-138
79. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-146
80. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON



PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-154

81. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-162
82. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-171
83. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-201
84. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-235
85. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-251
86. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-260
87. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-278
88. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-286
89. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-294

90. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-308
91. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-316
92. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-324
93. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-332
94. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-341
95. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-359
96. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-367
97. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-375
98. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-383

99. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391
100. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
101. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
102. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
103. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
104. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
105. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
106. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464
107. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472

108. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481
109. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
110. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
111. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
112. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
113. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
114. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
115. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553
116. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561

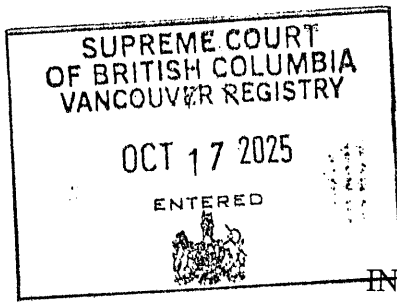
117. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588
118. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600
119. STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618

### Schedule "B" – List of Counsel

[illegible]

# **APPENDIX F**

**[ATTACHED]**



No. S-247764  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND:

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.**

and

**MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP**

and

**MINORU VIEW HOMES LTD.**

and

**THIND PARKING CORP.**

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**AMENDED AND RESTATED APPROVAL AND VESTING ORDER**

BEFORE THE HONOURABLE )  
 ) 17/Oct/2025  
JUSTICE MASUHARA )

**ON THE APPLICATION** of KSV Restructuring Inc., in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of, among other things, the property described in Schedule “A” to this Order (collectively, the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd., and Thind Parking Corp. (collectively, the “**Debtors**”) in, among other things, all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, coming on for hearing at Vancouver, British Columbia, on the 17<sup>th</sup> day of October, 2025; **AND ON HEARING** Andrew Froh, counsel for the Receiver, and those other counsel listed on Schedule “B” hereto; **AND UPON READING** the Second Amended and Restated Receivership Order of this Court dated October 3, 2025 (as may be amended or amended and restated from time to time, the “**Receivership Order**”) and the Amended Sale Process Order of this Court dated as of the date hereof, and the material filed, including the Fourth Report of the Receiver dated September 30, 2025 (the “**Fourth Report**”) and the Confidential Supplement to Fourth Report dated September 30, 2025;



## 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 Fourth 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.

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

3. Subject to the filing of a disclosure statement amendment by the Receiver as contemplated under the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended, the Receiver is hereby authorized to sell, pursuant to any sale agreements arising from the Amended Sale Process that satisfy the Sale Conditions (each, a “**Sale Agreement**” and each transaction contemplated thereunder, a “**Unit Transaction**”), any and all of the strata lots that comprise the Lands, including all fixtures and chattels, in each case, as designated and described in the applicable Sale Agreement (each, a “**Purchased Unit**”), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith.
4. The execution of any Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of any Unit Transaction, the conveyance of any Purchased Unit to the purchaser(s) thereof (each, a “**Purchaser**”), and the assignment of any parking stalls and/or storage lockers to a Purchaser. The Receiver will, within a reasonable time, provide the Strata Corporation particulars of any assignments of parking stalls and/or storage lockers to a Purchaser after the conveyance of each Purchased Unit.
5. Upon delivery by the Receiver to the applicable Purchaser of a certificate substantially in the form attached as Schedule “C” hereto (in each case, the “**Receiver’s Certificate**”), all of 6511 Sussex Heights Development Ltd.’s right, title and interest in and to the Purchased Unit described in such Receiver’s Certificate shall vest absolutely in the Purchaser specified in such Receiver’s Certificate in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on column 2 of Schedule “D” hereto pertaining to the applicable Purchased Unit (all of which are collectively referred to as the “**Encumbrances**”, which term shall

not include the permitted encumbrances, easements and restrictive covenants listed on column 3 of Schedule "D" hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to such Purchased Unit are hereby expunged and discharged as against such Purchased Unit.

6. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from Bennett Jones LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
  - (a) enter the Purchaser specified in the applicable Receiver's Certificate as the owner of the Purchased Unit identified therein, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and
  - (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Purchased Unit identified in the applicable Receiver's Certificate all of the registered Encumbrances except for those listed on column 3 of Schedule "D" hereto.
7. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of a Purchased Unit shall stand in the place and stead of such Purchased Unit, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of such Purchased Unit with the same priority as they had with respect to such Purchased Unit immediately prior to the sale, as if such Purchased Unit had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
8. The Receiver is to file with the Court a copy of each Receiver's Certificate forthwith after delivery thereof.
9. Subject to the terms of the applicable Sale Agreement, vacant possession of a Purchased Unit, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Possession Date (in each case, as defined within the applicable Sale Agreement as the second business day following the Completion Date (as defined in the Sale Agreement)), subject to the permitted encumbrances as set out in the applicable Sale Agreement and listed on column 3 of Schedule "D" hereto.
10. The Receiver, with the consent of the applicable Purchaser, shall be at liberty to extend the applicable Completion Date to such later date as those parties may agree without the

necessity of a further Order of this Court provided that all closing conditions continue to be satisfied.

11. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of the Debtors (or any of them) now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* 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),

the vesting of each of the Purchased Units in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors (or any of them) and shall not be void or voidable by creditors of the Debtors (or any of them), nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* 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.

**GENERAL**

- 12. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
- 13. **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.

14. 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" – Description of the Lands**

**Lands Owned by 6511 Sussex Development Ltd.**

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
8. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374
9. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-078-382

10. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-078-498
11. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-079-451
12. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-079-630
13. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-079-664
14. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-079-753
15. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-079-915
16. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-079-931
17. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-026
18. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-077

19. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-166
20. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-255
21. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-271
22. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-344
23. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-361
24. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-395
25. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-450
26. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-468
27. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-476

28. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-484
29. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-514
30. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-522
31. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-531
32. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-549
33. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-573
34. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-603
35. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-611
36. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON



PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-620

37. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-638
38. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-646
39. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-654
40. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-662
41. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-701
42. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-719
43. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-727
44. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-735
45. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-743

46. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-751
47. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-778
48. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-786
49. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-794
50. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-808
51. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-816
52. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-824
53. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-832
54. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-841

55. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-859
56. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-867
57. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-875
58. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-883
59. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-891
60. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-905
61. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-930
62. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-956
63. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-964

64. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-999
65. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-006
66. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-014
67. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-022
68. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-031
69. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-049
70. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-057
71. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-065
72. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-073

73. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-081
74. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-090
75. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-103
76. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-111
77. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-120
78. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-138
79. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-146
80. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-154
81. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-162

82. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-171
83. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-201
84. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-235
85. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-251
86. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-260
87. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-278
88. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-286
89. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-294
90. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-308

91. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-316
92. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-324
93. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-332
94. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-341
95. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-359
96. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-367
97. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-375
98. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-383
99. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391

100. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
101. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
102. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
103. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
104. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
105. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
106. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464
107. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472
108. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE



COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481

109. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
110. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
111. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
112. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
113. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
114. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
115. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553
116. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561
117. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588

118. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600

119. STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618

### Schedule “B” – List of Counsel

[illegible]

**Schedule “C” – Form of Receiver’s Certificate**

No. S-247764  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND:

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.  
and  
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP  
and  
MINORU VIEW HOMES LTD.  
and  
THIND PARKING CORP.**

RESPONDENTS

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Masuhara of the Supreme Court of British Columbia (the “**Court**”) dated December 13, 2024 (as amended and restated on January 20, 2025 and October 3, 2025, and as may be further amended or amended and restated from time to time, the “**Receivership Order**”), KSV Restructuring Inc. was appointed as the receiver (in such capacity, the “**Receiver**”), without security, of the property described in Schedule “A” to the Receivership Order (collectively, the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd., and Thind Parking Corp. in, among other things, all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands.

B. Pursuant to an Order dated October 17, 2025 (as amended or amended and restated from time to time, the “**Amended and Restated Approval and Vesting Order**”), the Court, among other things: (i) authorized the Receiver to sell, pursuant to the Sale Agreement dated [DATE] with [NAME(S) OF PURCHASER] (the “**Purchaser**”), the Purchased Unit, as designated and described in the Sale Agreement; and (ii) provided for the vesting in the Purchaser of all of 6511 Sussex Heights Development Ltd.’s right, title and interest in and to the Purchased Unit.

C. The vesting of 6511 Sussex Heights Development Ltd.'s right, title and interest in and to the Purchased Unit is to be effective upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the name of the Purchaser to which title is to be vested; (ii) the legal description of the Purchased Unit to be vested; (iii) the payment by the Purchaser of the Purchase Price for the Purchased Unit; and (iv) the transaction has been completed to the satisfaction of the Receiver.

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

**THE RECEIVER CERTIFIES** the following:

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

**KSV RESTRUCTURING INC.**, solely in its capacity as the Court-appointed receiver of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd., and Thind Parking Corp., and not in its personal, corporate or any other capacity

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

<b>Column 1 Legal Description</b>	<b>Column 2 Claims to be Deleted/Expunged From Title</b>	<b>Column 3 Permitted Encumbrances, Easements and Restrictive Covenants</b>
STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307	See Exhibit “A”	See Exhibit “B”
STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315	See Exhibit “A”	See Exhibit “B”
STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323	See Exhibit “A”	See Exhibit “B”
STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331	See Exhibit “A”	See Exhibit “B”
STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340	See Exhibit “A”	See Exhibit “B”

STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358	See Exhibit "A"	See Exhibit "B"
STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366	See Exhibit "A"	See Exhibit "B"
STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374	See Exhibit "A"	See Exhibit "B"
STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382	See Exhibit "A"	See Exhibit "B"
STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498	See Exhibit "A"	See Exhibit "B"
STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451	See Exhibit "A"	See Exhibit "B"
STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN	See Exhibit "A"	See Exhibit "B"

PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630		
STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664	See Exhibit "A"	See Exhibit "B"
STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753	See Exhibit "A"	See Exhibit "B"
STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915	See Exhibit "A"	See Exhibit "B"
STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931	See Exhibit "A"	See Exhibit "B"
STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-026	See Exhibit "A"	See Exhibit "B"
STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-077	See Exhibit "A"	See Exhibit "B"



STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-166	See Exhibit "A"	See Exhibit "B"
STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-255	See Exhibit "A"	See Exhibit "B"
STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-271	See Exhibit "A"	See Exhibit "B"
STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-344	See Exhibit "A"	See Exhibit "B"
STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-361	See Exhibit "A"	See Exhibit "B"
STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-395	See Exhibit "A"	See Exhibit "B"
STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN	See Exhibit "A"	See Exhibit "B"

PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-450		
STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-468	See Exhibit "A"	See Exhibit "B"
STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-476	See Exhibit "A"	See Exhibit "B"
STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-484	See Exhibit "A"	See Exhibit "B"
STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-514	See Exhibit "A"	See Exhibit "B"
STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-522	See Exhibit "A"	See Exhibit "B"
STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-531	See Exhibit "A"	See Exhibit "B"

STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-549	See Exhibit "A"	See Exhibit "B"
STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-573	See Exhibit "A"	See Exhibit "B"
STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-603	See Exhibit "A"	See Exhibit "B"
STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-611	See Exhibit "A"	See Exhibit "B"
STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-620	See Exhibit "A"	See Exhibit "B"
STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-638	See Exhibit "A"	See Exhibit "B"
STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN	See Exhibit "A"	See Exhibit "B"

PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-646		
STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-654	See Exhibit "A"	See Exhibit "B"
STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-662	See Exhibit "A"	See Exhibit "B"
STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-701	See Exhibit "A"	See Exhibit "B"
STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-719	See Exhibit "A"	See Exhibit "B"
STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-727	See Exhibit "A"	See Exhibit "B"
STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-735	See Exhibit "A"	See Exhibit "B"

STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743	See Exhibit "A"	See Exhibit "B"
STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751	See Exhibit "A"	See Exhibit "B"
STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778	See Exhibit "A"	See Exhibit "B"
STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786	See Exhibit "A"	See Exhibit "B"
STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794	See Exhibit "A"	See Exhibit "B"
STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808	See Exhibit "A"	See Exhibit "B"

STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816	See Exhibit "A"	See Exhibit "B"
STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824	See Exhibit "A"	See Exhibit "B"
STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-832	See Exhibit "A"	See Exhibit "B"
STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-841	See Exhibit "A"	See Exhibit "B"
STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-859	See Exhibit "A"	See Exhibit "B"
STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-867	See Exhibit "A"	See Exhibit "B"

STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-875	See Exhibit "A"	See Exhibit "B"
STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-883	See Exhibit "A"	See Exhibit "B"
STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-891	See Exhibit "A"	See Exhibit "B"
STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-905	See Exhibit "A"	See Exhibit "B"
STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-930	See Exhibit "A"	See Exhibit "B"
STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-956	See Exhibit "A"	See Exhibit "B"

STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-964	See Exhibit "A"	See Exhibit "B"
STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-999	See Exhibit "A"	See Exhibit "B"
STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-006	See Exhibit "A"	See Exhibit "B"
STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-014	See Exhibit "A"	See Exhibit "B"
STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-022	See Exhibit "A"	See Exhibit "B"
STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-031	See Exhibit "A"	See Exhibit "B"



STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-049	See Exhibit "A"	See Exhibit "B"
STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-057	See Exhibit "A"	See Exhibit "B"
STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-065	See Exhibit "A"	See Exhibit "B"
STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-073	See Exhibit "A"	See Exhibit "B"
STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-081	See Exhibit "A"	See Exhibit "B"
STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-090	See Exhibit "A"	See Exhibit "B"

STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-103	See Exhibit "A"	See Exhibit "B"
STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-111	See Exhibit "A"	See Exhibit "B"
STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-120	See Exhibit "A"	See Exhibit "B"
STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-138	See Exhibit "A"	See Exhibit "B"
STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-146	See Exhibit "A"	See Exhibit "B"
STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-154	See Exhibit "A"	See Exhibit "B"

STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-162	See Exhibit "A"	See Exhibit "B"
STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-171	See Exhibit "A"	See Exhibit "B"
STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-201	See Exhibit "A"	See Exhibit "B"
STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-235	See Exhibit "A"	See Exhibit "B"
STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-251	See Exhibit "A"	See Exhibit "B"
STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-260	See Exhibit "A"	See Exhibit "B"

STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-278	See Exhibit "A"	See Exhibit "B"
STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-286	See Exhibit "A"	See Exhibit "B"
STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-294	See Exhibit "A"	See Exhibit "B"
STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-308	See Exhibit "A"	See Exhibit "B"
STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-316	See Exhibit "A"	See Exhibit "B"
STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-324	See Exhibit "A"	See Exhibit "B"

STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-332	See Exhibit "A"	See Exhibit "B"
STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-341	See Exhibit "A"	See Exhibit "B"
STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-359	See Exhibit "A"	See Exhibit "B"
STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-367	See Exhibit "A"	See Exhibit "B"
STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-375	See Exhibit "A"	See Exhibit "B"
STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-383	See Exhibit "A"	See Exhibit "B"

STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391	See Exhibit "A"	See Exhibit "B"
STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405	See Exhibit "A"	See Exhibit "B"
STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413	See Exhibit "A"	See Exhibit "B"
STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421	See Exhibit "A"	See Exhibit "B"
STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430	See Exhibit "A"	See Exhibit "B"
STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448	See Exhibit "A"	See Exhibit "B"

STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456	See Exhibit "A"	See Exhibit "B"
STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464	See Exhibit "A"	See Exhibit "B"
STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472	See Exhibit "A"	See Exhibit "B"
STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481	See Exhibit "A"	See Exhibit "B"
STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499	See Exhibit "A"	See Exhibit "B"
STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502	See Exhibit "A"	See Exhibit "B"

STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511	See Exhibit "A"	See Exhibit "B"
STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529	See Exhibit "A"	See Exhibit "B"
STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537	See Exhibit "A"	See Exhibit "B"
STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545	See Exhibit "A"	See Exhibit "B"
STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553	See Exhibit "A"	See Exhibit "B"
STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561	See Exhibit "A"	See Exhibit "B"



STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588	See Exhibit "A"	See Exhibit "B"
STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600	See Exhibit "A"	See Exhibit "B"
STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618	See Exhibit "A"	See Exhibit "B"

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

<b>REGISTERED OWNER(S)</b>	<b>NATURE OF INTEREST(S)</b>	<b>REGISTRATION NUMBER</b>
KINGSETT MORTGAGE CORPORATION	MORTGAGE	CB1229018
KINGSETT MORTGAGE CORPORATION	ASSIGNMENT OF RENTS	CB1229019
JAB CONTRACTING LTD.	CLAIM OF BUILDERS LIEN	CB1541681
HARI STONES LIMITED	CLAIM OF BUILDERS LIEN	BB1552598
1364410 B.C. LTD.	CLAIM OF BUILDERS LIEN	CB1094719
AVI MASONARY LTD.	CERTIFICATE OF PENDING LITIGATION	CB1823661
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1470913
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471030
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1470918
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471031
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471032
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471034
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471035
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471037
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1757879
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471039

THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471046
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471049
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471179
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471154
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471153
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471152
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471151
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1471150
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THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484881



THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484891
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484893
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484894
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484896
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THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484931
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484934
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484935
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484937
THE OWNERS, STRATA PLAN EPS9599	STRATA PROPERTY ACT LIEN	CB1484940

**Exhibit “B” – Permitted Encumbrances, Easements and Restrictive Covenants Related to  
the Lands**

**Non-Financial Encumbrances**

1. Covenant CA7154281;
2. Covenant CA7154284;
3. Covenant CA7154287;
4. Covenant CA7154289;
5. Covenant CA7154291;
6. Covenant CA7154294;
7. Covenant CA7154296;
8. Covenant CA7154299;
9. Covenant CA7154302;
10. Easement CA7255352;
11. Easement CA7255358;
12. Easement CA7255362;
13. Easement CA8544983;
14. Covenant CB949987;
15. Covenant CB949990;
16. Covenant CB950012;
17. Easement CB956185;
18. Easement CB956186; and
19. Covenant CB956191.

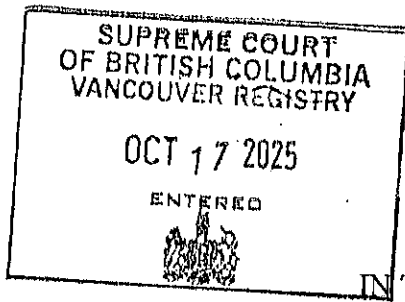
**Legal Notations**

1. Easement CB950008;
2. Easement CB956187; and

3. Easement CB956189.

# **APPENDIX G**

**[ATTACHED]**



No. S-247764  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND:

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.  
and  
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP  
and  
MINORU VIEW HOMES LTD.  
and  
THIND PARKING CORP.**

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**AMENDED AND RESTATED ANCILLARY ORDER**

BEFORE THE HONOURABLE	)	
	)	17/Oct/2025
JUSTICE MASUHARA	)	

**ON THE APPLICATION** of KSV Restructuring Inc., in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the property described in Schedule “A” to this Order (collectively, the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd. and Thind Parking Corp. (collectively, the “**Debtors**”) in, among other things, all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, coming on for hearing at Vancouver, British Columbia, on the 17<sup>th</sup> day of October, 2025; **AND ON HEARING** Andrew Froh, counsel for the Receiver, and those other counsel listed on Schedule “B” hereto; **AND UPON READING** the Second Amended and Restated Receivership Order of this Court dated October 3, 2025 (as may be amended or amended and restated from time to time, the “**Receivership Order**”), the Amended Sale Process Order of this Court dated as of the date hereof (as may be amended or amended and restated from time to time, the “**Amended Sale Process Order**”), the Amended and Restated Approval and Vesting Order of this Court dated as of the date hereof (as may be amended or amended and restated from time to time, the “**A&R AVO**”) and the

material filed, including the Fourth Report of the Receiver dated September 30, 2025 (the “**Fourth Report**”) and the Confidential Supplement to the Fourth Report dated September 30, 2025;

**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 Fourth Report, the Amended Sale Process Order or the A&R AVO, as applicable.
2. The time for service of the Notice of Application and supporting materials for this Order is hereby abridged such that this Application is properly returnable today and service thereof on any interested party is hereby dispensed with.

**APPROVAL OF DISTRIBUTIONS**

3. Subject to the Receiver’s determination of the amounts owed by 6511 Sussex Heights Development Ltd. to The Owners, Strata Plan EPS 9599 (the “**Strata Corporation**”) that are secured by the liens registered by the Strata Corporation against the Lands owned by 6511 Sussex Heights Development Ltd. (collectively, the “**Strata Liens**”), if any (any such amounts so determined being, the “**Priority Indebtedness**”), or, in the event there is a dispute regarding the Receiver’s determination, the determination of the Priority Indebtedness by this Court, including any inquiry, assessment or accounting that this Court may direct with respect to the legal costs of the Strata Corporation related to the Strata Liens, the Receiver is hereby authorized and directed to make a distribution from the proceeds of the Receiver’s borrowings to the Strata Corporation equal to the Priority Indebtedness in full satisfaction of the Strata Liens (the “**Strata Lien Distribution**”). Prior to the making of the Strata Lien Distribution to the Strata Corporation, the Receiver will deliver to the Strata Corporation its determination of the Priority Indebtedness, and the Strata Corporation will, within 10 calendar days (the “**Notice Period**”), notify the Receiver of any dispute regarding the Receiver’s determination of the Priority Indebtedness. The Receiver will make the Strata Lien Distribution if it has not received a notice of dispute by the Strata Corporation or the prior consent of the Strata Corporation within the Notice Period, or, in the event the Strata Corporation notifies the Receiver of any dispute regarding the Receiver’s determination within the Notice Period, after this Court’s determination of the Priority Indebtedness or by agreement between the Receiver and the Strata Corporation. Upon the making of the Strata Lien Distribution, the Strata Liens shall be deemed to be fully satisfied and extinguished, and each of the Receiver, the Strata Corporation, and their respective counsel and other agents are hereby authorized and directed to take all reasonably necessary steps and actions to remove the Strata Liens from title to the Lands owned by 6511 Sussex Heights Development Ltd. in accordance with subsection 116(6) of the *Strata Property Act*, S.B.C. 1998, c. 43, as amended (the “**SPA**”). Nothing in this Order will (i) prevent the registration of further liens by the Strata Corporation for future unpaid strata fees and/or special levies subject to and in accordance with the SPA or (ii) alter the priorities between any lien or charge made under the *Builders Lien Act*, S.B.C. 1997, c. 45,

as amended, and any mortgage registered against the Lands owned by 6511 Sussex Heights Development Ltd.

4. Subject to such holdbacks as the Receiver, or in the event of a dispute, this Court, considers necessary or appropriate to satisfy priority claims against such Purchased Unit and/or to fund these proceedings, including, without limitation, the Receiver's fees and the fees of its counsel, the Receiver, its counsel and other agents are hereby authorized and directed to make or cause to be made one or more distributions, payments or adjustments (collectively, the "**Distributions**" and each, a "**Distribution**") from the purchase price paid for each Purchased Unit approved pursuant to the A&R AVO as follows:
  - (a) to the Canada Revenue Agency in respect of any GST required to be paid by the Receiver in connection with the closing of such Purchased Unit;
  - (b) to such parties as are applicable in respect of any property tax arrears, strata fees and/or special levies (subject to sections 108 and 109 of the SPA), and such other customary disbursements for a transaction of a similar nature, in each case, in connection with the closing of such Purchased Unit; and
  - (c) to the Sales Agent in respect of the Compensation (as defined in the Marketing Agreement) payable pursuant to the Marketing Agreement, between the Receiver and the Sales Agent in connection with such Purchased Unit, including any commission payable to a cooperating brokerage and any GST.
5. The Receiver, its counsel and other agents are hereby authorized to take all reasonably necessary steps and actions to effect the Strata Lien Distribution and each of the Distributions in accordance with, and subject to, the terms of this Order.
6. The Strata Lien Distribution and each of the Distributions 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 including, without limiting the generality of the foregoing:
  - (i) any encumbrances or charges created by the Receivership Order; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system.
7. 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* 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),

the Strata Lien Distribution and each of the Distributions shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors (or any of them) and shall not be void or voidable by creditors of the Debtors (or any of them), nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* 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.

8. The Receiver and any other person facilitating the Strata Lien Distribution and the Distributions pursuant to this Order shall be entitled to deduct and withhold from the Strata Lien Distribution and any Distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.
9. In performing its duties and obligations under this Order, including, without limitation, making the Strata Lien Distribution and/or any Distribution, and taking such other actions and fulfilling such other duties or obligations incidental thereto, the Receiver shall: (i) have all of the protections afforded to it by the *Bankruptcy and Insolvency Act*, the Receivership Order and any other Orders of the Court in these proceedings, or as an officer of the Court, including the stay of proceedings in its favour pursuant to the Receivership Order; (ii) incur no liability or obligation other than in respect of gross negligence or wilful misconduct; (iii) be entitled to rely on the books and records of the Debtors or any of them and any information provided by the Debtors or any of them, all without independent investigation; and (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any Purchaser, except to the extent that the Receiver has acted with gross negligence or wilful misconduct.

#### **RECEIVER'S BORROWINGS AND THE RECEIVER'S BORROWINGS CHARGE**

10. Paragraph 23 of the Receivership Order is hereby amended by replacing the existing reference to "\$2,303,860" with "\$3,800,000" such that, after giving effect to such amendment, paragraph 23 of the Receivership Order reads as follows:

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$3,800,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances,



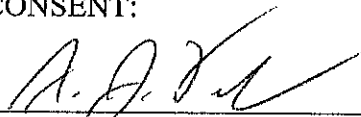
statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.

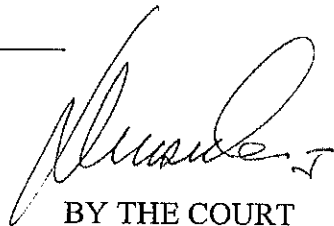
11. Page 1 and Schedule "B" to the Receivership Order are hereby amended by, in each case, replacing the existing reference to "No. S-247664" with "No. S-247764".

#### GENERAL

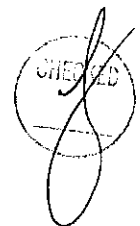
12. The Receiver may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.
13. **THIS COURT HEREBY REQUESTS** the aid and recognition 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.
14. 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" – Description of the Lands**

**Lands Owned by Minoru View Homes Ltd.**

1. LOT 1 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN EPP112775, PID 031-656-561

**Lands Owned by 6511 Sussex Development Ltd.**

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
8. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374

9. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382
10. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498
11. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451
12. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630
13. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664
14. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753
15. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915
16. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931
17. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-026

18. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-077
19. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-166
20. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-255
21. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-271
22. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-344
23. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-361
24. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-395
25. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID.032-080-450
26. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-468

27. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-476
28. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-484
29. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-514
30. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-522
31. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-531
32. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-549
33. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-573
34. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-603
35. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-611

36. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-620
37. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-638
38. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-646
39. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-654
40. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-662
41. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-701
42. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-719
43. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-727
44. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-735

45. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-743
46. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-751
47. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-778
48. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-786
49. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-794
50. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-808
51. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-816
52. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-824
53. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-832

54. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-841
55. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-859
56. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-867
57. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-875
58. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-883
59. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-891
60. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-905
61. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-930
62. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON



PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-956

63. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-964
64. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-080-999
65. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-006
66. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-014
67. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-022
68. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-031
69. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-049
70. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-057
71. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-065

72. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-073
73. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-081
74. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-090
75. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-103
76. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-111
77. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-120
78. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-138
79. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-146
80. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-154

81. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-162
82. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-171
83. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-201
84. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-235
85. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-251
86. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-260
87. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-278
88. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-286
89. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-294

90. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-308
91. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-316
92. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-324
93. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-332
94. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-341
95. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-359
96. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-367
97. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT  
AS SHOWN ON FORM V, PID 032-081-375
98. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-383

99. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391
100. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
101. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
102. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
103. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
104. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
105. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
106. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464
107. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472

108. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481
109. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
110. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
111. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
112. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
113. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
114. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
115. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553
116. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561

117. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588
118. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600
119. STRATA LOT 332 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-618

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

[illegible]



No. S-247764  
Vancouver Registry

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IN THE SUPREME COURT OF BRITISH COLUMBIA

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BETWEEN:

**KINGSETT MORTGAGE CORPORATION**

PETITIONER

AND:

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.**

**and**

**MINORU SQUARE DEVELOPMENT LIMITED  
PARTNERSHIP**

**and**

**MINORU VIEW HOMES LTD.**

**and**

**THIND PARKING CORP.**

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**AMENDED AND RESTATED ANCILLARY ORDER**

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

Tel No.: (604) 891-7500

# **APPENDIX H**

**[ATTACHED]**



**ksv advisory inc.**

**No. S-247764  
Vancouver Registry**

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**KINGSETT MORTGAGE CORPORATION**

**PETITIONER**

**AND:**

**6511 SUSSEX HEIGHTS DEVELOPMENT LTD.  
and  
MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP  
and  
MINORU VIEW HOMES LTD.  
and  
THIND PARKING CORP.**

**RESPONDENTS**

**FOURTH REPORT OF THE RECEIVER**

**September 30, 2025**

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## 1.0 Introduction

1. On December 13, 2024, the Supreme Court of British Columbia (the “**Court**”) granted an order (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 Restructuring Inc. (“**KSV**”) as the receiver (in such capacity, the “**Receiver**”), without security, of the property described in Appendix “A” of the Receivership Order (the “**Lands**”) and all right, title, and interest of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”), Minoru Square Development Limited Partnership (“**Minoru LP**”), and Minoru View Homes Ltd. (“**Minoru Homes**” and collectively with 6511 Sussex and Minoru LP, the “**Initial Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (together with the Lands, the “**Initial Property**”), including all proceeds thereof.
2. The petition to appoint KSV as Receiver was made by KingSett Mortgage Corporation (“**KingSett**”), the Initial Debtors’ largest and senior secured creditor. The principal purpose of these proceedings is to create a stabilized environment in which the Debtors’ (as defined below) respective development projects can be monetized, and the proceeds therefrom can be distributed for the benefit of the Debtors’ stakeholders.
3. On January 20, 2025, on application by the Receiver, the Court granted:
  - a) an amended and restated Receivership 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 Thind Parking Corp.’s (“**TPC**”, together with the Initial Debtors, the “**Debtors**”) presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including the proceeds thereof (collectively with the Initial Property, the “**Property**”); and
    - ii. increasing the Receiver’s maximum permitted borrowings under the Receivership Order to \$2,303,860 and granting a corresponding increase to the Receiver’s Borrowings Charge (as defined in the Amended and Restated Receivership Order);

- b) a sale process order (the “**Sale Process Order**”), among other things:
  - i. authorizing and empowering the Receiver to enter into the agreement dated January 13, 2025 (the “**Rennie Agreement**”), among the Receiver, Rennie Marketing Systems, by its partners Rennie Project Marketing Corporation and 541823 B.C. Ltd., and Rennie & Associates Realty Ltd. (collectively, “**Rennie**”); and
  - ii. approving a sale process (the “**Sale Process**”), substantially as described in the First Report of the Receiver dated January 13, 2025 (the “**First Report**”), with respect to the 119 strata lots (collectively, the “**Remaining Units**”) situated within the 48-story mixed-use tower located at 6511 Sussex Avenue, Burnaby, BC (the “**Highline Project**”), and authorizing the Receiver and Rennie to carry out the Sale Process in accordance with its terms and the terms of the Sale Process Order;
- c) an approval and vesting order (the “**AVO**”), among other things, prospectively authorizing the Receiver to sell, pursuant to any sale agreements arising from the Sale Process that satisfy the sale conditions prescribed thereunder, any and all of the Remaining Units free and clear of any and all claims and encumbrances (other than certain specified permitted encumbrances), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith; and
- d) an order (the “**Ancillary Order**”), among other things:
  - i. subject to the Receiver’s determination of the amounts owed by 6511 Sussex to The Owners, Strata Plan EPS 9599 (the “**Strata Corporation**”) that are secured by the liens registered by the Strata Corporation against the Lands owned by 6511 Sussex (collectively, the “**Strata Liens**”), if any (any such amounts so determined being, the “**Priority Indebtedness**”), or the determination of the Priority Indebtedness by this Court, authorizing and directing the Receiver to make a distribution to the Strata Corporation equal to the Priority Indebtedness in full satisfaction of the Strata Liens (the “**Strata Lien Distribution**”); and

- ii. subject to such holdbacks as the Receiver considers necessary or appropriate, authorizing and directing the Receiver, its counsel, and other agents to make or cause to be made one or more distributions, payments, or adjustments from the purchase price paid for each Remaining Unit approved pursuant to the AVO in the manner and to the parties specified therein.
4. Additional information concerning the Debtors, the initial steps taken in these proceedings, and the Sale Process is provided in the First Report and is not repeated herein. Copies of the Amended and Restated Receivership Order and the First Report (without appendices) are attached as **Appendices “A”** and **“B”**, respectively.
5. On April 2, 2025, on application by the Receiver, the Court granted an order (the **“Minoru Sale Process Order”**), among other things:
  - a) authorizing and empowering the Receiver to enter into the Listing Agreement dated March 24, 2025 (the **“JLL Agreement”**), with Jones Lang LaSalle Real Estate Services, Inc. (**“JLL”**); and
  - b) approving the sale process (the **“Minoru Sale Process”**), substantially as described in the Second Report of the Receiver dated March 24, 2025 (the **“Second Report”**), and authorizing the Receiver and JLL to carry out the Minoru Sale Process in accordance with its terms and the terms of the Minoru Sale Process Order.
6. Additional information regarding the Minoru Sale Process is provided in the Second Report and is not repeated herein. A copy of the Second Report (without appendices) is attached as **Appendix “C”**. As at the date of this report (this **“Fourth Report”**), the Minoru Sale Process remains ongoing.
7. On September 23, 2025, the Receiver filed its third report to Court in these proceedings (the **“Third Report”**), which focused on the hotel component (the **“Hotel Component”**) situated within the Highline Project that was sold by 6511 Sussex to 1506956 B.C. Ltd. (**“150 BC”**) prior to the granting of the Receivership Order, and provided:
  - a) information to the Court in support of the Receiver’s application for an order (the **“Second Amended and Restated Receivership Order”**) amending and restating the Amended and Restated Receivership Order, for the purposes of, among other things:

- i. expanding the scope of the receivership by appointing KSV as the receiver, without security, of all right, title and interest of the Debtors in the funds held by Fasken Martineau DuMoulin LLP as security pursuant to the letter agreement dated November 25, 2024, among KingSett, 6511 Sussex, and Gurmail Singh (“**Mr. Singh**”), by their respective counsel, including all interest thereon (collectively, the “**Security Funds**”); and
    - ii. clarifying the Receiver’s authority to manage, direct, defend, settle, or compromise the proceedings styled as *Singh v 6511 Sussex Heights Development Ltd.*, bearing BCSC Action No. S-255846 (the “**Singh Action**”), and any appeals or proceedings arising therefrom or ancillary or related thereto;
  - b) solely in the event that the Second Amended and Restated Receivership Order is granted, the basis for the Receiver’s support for an order (the “**Lift Stay Order**”), among other things, lifting the stay of proceedings provided for in the Second Amended and Restated Receivership Order as against or in respect of 6511 Sussex and the Security Funds, for the sole purpose of allowing the Singh Action to proceed against 6511 Sussex, provided that:
    - i. 6511 Sussex and Mr. Singh are not prohibited from consenting to the adjudication or resolution of Mr. Singh’s claim against 6511 Sussex in the Singh Action in these receivership proceedings;
    - ii. the claims of Mr. Singh in the Singh Action, if established, may only be enforced against the Security Funds; and
    - iii. any dispute regarding the entitlement and/or priority to, or the distribution of, the Security Funds as between or among any or all of KingSett, 6511 Sussex, the Receiver’s Charge (as defined in the Amended and Restated Receivership Order), the Receiver’s Borrowings Charge and Mr. Singh, shall be determined by this Court in these receivership proceedings; and
  - c) the Receiver’s views with respect to Mr. Singh’s application for the Lift Stay Order.
8. The Receiver’s application for the Second Amended and Restated Receivership Order is scheduled to be heard on October 3, 2025. A copy of the Third Report (without appendices) is attached as **Appendix “D”**.



9. This Fourth Report is being filed by KSV, in its capacity as the Receiver. As a result of the termination of the Rennie Agreement, the Receiver now seeks to amend the Sale Process and to make required amendments to the AVO and Ancillary Order in connection with therewith. This Fourth Report therefore focuses on the Receiver's recommendations in respect of the Amended Sale Process (as defined below) regarding the Remaining Units.

## 1.1 Purposes of this Fourth Report

1. The purposes of this Fourth Report are to provide an update regarding these proceedings and information in support of the Receiver's application for:
- a) an order (the "**Amended Sale Process Order**"), among other things:
    - i. authorizing and empowering the Receiver, *nunc pro tunc*, to enter into the Sales, Marketing and Customer Services Agreement dated September 24, 2025, between the Receiver and Anthem Properties Group Ltd. and Anthem Realty Ltd. (together, "**Anthem**" or the "**Sales Agent**"), a copy of which is attached as **Appendix "E"** (the "**Anthem Agreement**");
    - ii. approving the amended sale process (the "**Amended Sale Process**"), substantially as described in Section 5 of this Fourth Report, and authorizing the Receiver and Anthem to carry out the Amended Sale Process in accordance with its terms and the terms of the Amended Sale Process Order; and
    - iii. authorizing the Receiver to make the payments contemplated under the Anthem Agreement when earned and payable in accordance with its terms and conditions;
  - b) an order (the "**Amended and Restated AVO**") amending and restating the AVO, for the purposes of, among other things:
    - i. authorizing the Receiver to sell, pursuant to any sale agreements arising from the Amended Sale Process that satisfy the Sale Conditions (as defined below) (each, a "**Sale Agreement**" and each transaction contemplated thereunder, a "**Unit Transaction**"), any and all of the Remaining Units including all fixtures and chattels in each case, as designated and described in the applicable Sale Agreement (each, a "**Purchased Unit**"), and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith;

- ii. authorizing and directing the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of any Unit Transaction, the conveyance of any Purchased Unit to the purchaser thereof (each, a “**Purchaser**”), and the assignment of any parking stalls and/or storage lockers to a Purchaser; and
  - iii. upon delivery by the Receiver to a Purchaser of a certificate substantially in the form attached as Schedule “C” to the Amended and Restated AVO (in each case, a “**Receiver’s Certificate**”), vesting the Purchased Unit described in such Receiver’s Certificate in such Purchaser free and clear of any and all claims and encumbrances (other than certain specified permitted encumbrances);
- d) an order (the “**Amended and Restated Ancillary Order**”), among other things:
- i. amending and restating the Ancillary Order, for the purposes of, among other things, authorizing and directing the Receiver, its counsel and other agents to make or cause to be made one or more distributions, payments or adjustments (collectively, the “**Distributions**”) from the purchase price paid for each Purchased Unit (the “**Sale Proceeds**”) approved pursuant to the Amended and Restated AVO in the manner and to the parties specified therein, subject to such holdbacks as the Receiver considers necessary or appropriate to satisfy priority claims against such Purchased Unit and/or to fund these proceedings; and
  - ii. increasing the Receiver’s maximum permitted borrowings under the Amended and Restated Receivership Order or, if granted, the Second Amended and Restated Receivership Order, from \$2,303,860 to \$3,800,000, and granting a corresponding increase to the Receiver’s Borrowings Charge; and
- e) an order (the “**Sealing Order**”), sealing the Confidential Supplement to the Fourth Report dated September 30, 2025 (the “**Confidential Supplement**”), pending the filing of a Receiver’s Certificate evidencing the closing of the Unit Transaction for the last Purchased Unit.

## 1.2 Scope and Terms of Reference

1. In preparing this Fourth Report, the Receiver has relied upon the Debtors’ unaudited financial information, books and records, information available in the public domain, and discussions with KingSett, Rennie, Anthem, the Debtors’ management, and representatives of Thind Properties Ltd. (“**Thind**”), an entity related to the Debtors.

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

### 1.3 Currency

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

## 2.0 Background

1. The Debtors consist of 6511 Sussex, Minoru LP, Minoru Homes, and TPC, each of which is a single-purpose entity. 6511 Sussex, Minoru Homes, and TPC are corporations incorporated pursuant to the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended. Minoru LP is a limited partnership formed under the *Partnership Act*, R.S.B.C. 1996, c. 348, as amended.
2. Minoru LP and Minoru Homes are the beneficial and registered owners, respectively, of a 3.86-acre development site located at 5740, 5760, and 5800 Minoru Boulevard, Richmond, BC (the “**Minoru Property**”). Prior to these proceedings, Minoru LP and Minoru Homes were engaged in the development of a mixed-use community on the Minoru Property consisting of one office tower and three residential towers with a total of 429 units (the “**Minoru Project**”). Construction of the Minoru Project has not yet commenced.
3. 6511 Sussex is the registered owner of the Remaining Units situated within the Highline Project (collectively, the “**Highline Property**”). Prior to the granting of the Receivership Order, 6511 Sussex was engaged in the development of the Highline Project, consisting of, among other things, 332 strata lots, and the Hotel Component, which, as previously noted, was sold to 150 BC prior to these proceedings.

## 2.1 KingSett Indebtedness

1. In connection with the Highline Project and the Minoru Project, the Initial Debtors entered into the following commitment letters (together, the “**Commitment Letters**”):
  - a) a commitment letter dated October 18, 2021 (as amended by a first amending agreement dated February 14, 2022, a second amending agreement dated March 20, 2023, and a third amending agreement dated February 23, 2024), among, *inter alios*, Minoru Square Development GP Ltd. (“**Minoru GP**”), in its capacity as the general partner for and on behalf of Minoru LP, as borrower, Minoru Homes, as nominee, 6511 Sussex, as guarantor, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$72,650,000 (the “**Minoru Loan**”); and
  - b) a commitment letter dated March 5, 2024, among, *inter alios*, 6511 Sussex, as borrower, Minoru Homes and Minoru GP, in its capacity as the general partner for and on behalf of Minoru LP, as guarantors, and KingSett, as lender, pursuant to which KingSett provided a first mortgage loan in the principal amount of \$176,500,000 (the “**Highline Loan**”).
2. As of January 6, 2025, the total indebtedness to KingSett under each of the Minoru Loan and Highline Loan was as follows:
  - a) **Minoru Loan** – approximately \$77 million (the “**Minoru Indebtedness**”), accruing interest at a rate of approximately \$25,644 per day; and
  - b) **Highline Loan** – approximately \$103 million (the “**Highline Indebtedness**”), accruing interest at a rate of approximately \$30,078 per day.
3. The payment and performance of the Highline Indebtedness and Minoru Indebtedness is secured by, among other things:
  - a) **Highline Indebtedness:** (i) a first mortgage/charge in the principal amount of \$283,750,000 and an assignment of rents registered against the Highline Property in favour of KingSett; (ii) a general security agreement dated March 20, 2024, between 6511 Sussex, as grantor, and KingSett, as grantee; and (iii) a collateral mortgage/charge in the principal amount of \$80,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett; and

- b) **Minoru Indebtedness:** (i) a first mortgage/charge in the principal amount of \$61,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett; (ii) a second mortgage/charge in the principal amount of \$80,000,000 registered against the Minoru Property in favour of KingSett; and (iii) a general security agreement dated October 29, 2021, between Minoru Homes, as grantor, and KingSett, as grantee.
4. Following the Initial Debtors' respective defaults under the Commitment Letters, KingSett provided notices of default and notices of intention to enforce security in accordance with section 244 of the BIA. KingSett subsequently sought and obtained the Receivership Order pursuant to subsection 243(1) of the BIA and section 39 of the LEA, appointing KSV as the Receiver of the Initial Property.

### 3.0 Rennie Agreement and Request for Proposal Process

1. Pursuant to the Sale Process Order and the Rennie Agreement, the Receiver retained Rennie as the agent to market and sell the Remaining Units.
2. Since that time, the Receiver, in consultation with KingSett: (i) reassessed the marketing strategy for the Highline Project; and (ii) given that no Remaining Units had been listed for sale and no commissions had been earned by Rennie under the Rennie Agreement, determined that it would be appropriate to terminate the Rennie Agreement and commence a request for proposal ("**RFP**") process to solicit proposals for real estate brokerage services for the Remaining Units. The Receiver therefore sent a notice terminating Rennie's appointment in accordance with Section 8.2 of the Rennie Agreement on July 8, 2025. The Termination Date (as defined in the Rennie Agreement) under the Rennie Agreement was the date that is 30 days from the date of such notice, being August 7, 2025.
3. On July 8, 2025, the Receiver distributed an RFP via email to three experienced marketing firms, including Rennie (collectively the "**Prospective Brokers**"), requesting that they provide proposals for real estate brokerage services in respect of the Remaining Units by 5:00 p.m. PST on Friday, July 18, 2025 (the "**Proposal Deadline**").
4. At the Proposal Deadline, all three Prospective Brokers submitted proposals. After reviewing the proposals received, in consultation with KingSett, the Receiver selected Anthem to market and sell the Remaining Units given, among other things, the consideration payable to Anthem, Anthem's experience and expertise, the services proposed to be provided, and the marketing strategy proposed to be employed for the Remaining Units.

## 4.0 Retention of Anthem as the Sales Agent<sup>1</sup>

1. Anthem is a prominent real estate development, investment, and management company with offices across Canada and a team of more than 850 professionals. Anthem provides services across the residential, commercial, industrial, retail, and office property sectors and has extensive experience with projects in the Greater Vancouver market.

### 4.1 Anthem Agreement

1. The Anthem Agreement was negotiated by the Receiver, in consultation with KingSett, and is subject to the Court's approval under the proposed Amended Sale Process Order.
2. Pursuant to the Anthem Agreement, Anthem will be engaged by the Receiver to provide the following services with respect to the Highline Property (collectively, the "**Services**"):
  - a) sales and marketing management services, including, among other things:
    - i. developing an overall marketing strategy for, and the positioning of, the Remaining Units;
    - ii. developing and coordinating technology solutions (website, view study, etc.), and marketing materials with creative suppliers (logo, brochure, etc.), provided that all such items are approved by the Receiver;
    - iii. developing and presenting a preliminary media schedule;
    - iv. finalizing an Approved Pricing Structure and sales strategy including but not limited to deposit structure, and cash and non-cash incentives;
    - v. pursuant to the Receiver's written instructions, listing one or more of the Remaining Units for sale, in a manner agreed to with the Receiver, on the Multiple Listing Service ("**MLS**") for a price to be stipulated by the Receiver, in consultation with Anthem;
    - vi. diligently marketing the Remaining Units listed for sale and using commercially reasonable efforts to sell such Remaining Units, subject to and in accordance with the Sale Conditions;

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<sup>1</sup> Capitalized terms in this section have the meaning provided to them in the Anthem Agreement unless otherwise defined herein.

- vii. acting solely for the benefit of the Receiver in connection with the marketing and sale of the Remaining Units;
  - viii. providing reports to the Receiver as it reasonably requires;
  - ix. subject to the Receiver's instructions, assisting the Receiver in negotiating contracts with Purchasers;
  - x. providing after sales support, including but not limited to the processing of assignments and/or addenda, the distribution of amendments to the Disclosure Statement and completion notices, the collection of Purchaser lawyer information/selection, the coordination of extension requests, agreements and the assignment of parking stalls and storage lockers, and the provision of regular status updates to Purchasers;
  - xi. creating and, as necessary, updating a budget relating to the Services (the "**Project Budget**"), which shall be approved by the Receiver; and
  - xii. ensuring compliance with, among other things, *the Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, as amended ("**REDMA**"), its regulations, the British Columbia Financial Services Authority's requirements, and the various policy statements of the Superintendent of Real Estate, and FINTRAC regulations; and
- b) customer services in connection with the Remaining Units, including, among other things:
- i. scheduling and conducting orientations with the Purchaser(s) of each Purchased Unit;
  - ii. performing a final quality control deficiency review to confirm the Purchased Units are ready for the pre-delivery inspection, including final cleaning;
  - iii. performing pre-delivery inspections with the Purchasers;
  - iv. coordinating the release of keys to the Purchasers; and
  - v. managing the Remaining Units until they are sold, including regular inspections and quality control assurance work.

3. Subject to the earlier termination thereof, the term (the “**Term**”) of the Anthem Agreement commences on the Commencement Date and ends on the earlier of: (i) the Completion Date of the last Remaining Unit sold; and (ii) eight (8) months from the filing of an amended disclosure statement (the “**Disclosure Statement Amendment**”) pursuant to REDMA. Among other termination rights, the Receiver may terminate the Anthem Agreement, without penalty or cost and without cause, by delivery of a written notice of termination.
4. Anthem’s compensation includes:
  - a) **Commission** – 3.80% of the Net Selling Price, inclusive of the applicable Outside Agent’s commission of 2.00%, plus all applicable taxes, for each Remaining Unit sold during the Term, provided that:
    - i. no Commission shall be payable on any Remaining Units sold below the applicable Minimum Price (as defined below), except as such Minimum Price is reduced in the Receiver’s discretion during and in accordance with the Amended Sale Process; and
    - ii. in the event any Remaining Units are sold as part of one or more bulk sale transactions identified, solicited or negotiated by KingSett and/or any of its affiliates (each, a “**KingSett Transaction**”):
      1. the Commission shall instead be equal to 1.80% of the cumulative Net Selling Price of the Remaining Units included in such KingSett Transaction; and
      2. no Outside Agent’s commission shall be payable by Anthem;
  - b) **Customer Service Fees** – including:
    - i. a monthly management fee of \$9,000 during the Term, payable on the first day of each month in advance, up to a maximum of \$36,000;
    - ii. a one-time fee of \$1,000 per Purchased Unit upon the completion of the conveyance to a Purchaser of the applicable Purchased Unit; and
    - iii. a monthly inventory management fee of \$100 per Remaining Unit, payable on the first day of each month in advance, until the conveyance of the applicable Remaining Unit, payable in advance on the 1st day of each month during the Term; and



- c) **Reimbursable Costs** – Anthem will also be reimbursed for any pre-approved Reimbursable Costs.

#### **4.2 Recommendation Regarding Retention of Anthem and Anthem Agreement**

1. The Receiver recommends that the Court approve the retention of Anthem as the Sales Agent under the Anthem Agreement for the following reasons:
  - a) Anthem's selection as the proposed Sales Agent and the Anthem Agreement are the culmination of a competitive RFP process in which the Receiver selected Anthem to market and sell the Remaining Units given, among other things, the consideration payable to Anthem, Anthem's experience and expertise, the services proposed to be provided, and the marketing strategy proposed to be employed for the Remaining Units;
  - b) the fees payable to Anthem, based on the Receiver's experience, are consistent with market rates for an engagement of this nature and are commercially reasonable, particularly considering the Services to be provided;
  - c) Anthem is a prominent real estate development, investment, and management company with offices across Canada and a team of more than 850 staff;
  - d) Anthem has substantial experience developing, marketing, and selling residential projects, including high-rise condominium developments comparable to the Highline Project;
  - e) KingSett supports the Receiver's decision to retain Anthem; and
  - f) Anthem's resources and extensive network of prospective purchasers and cooperating agents in the Greater Vancouver market will enhance the efficacy of the Amended Sale Process.

## 5.0 Amended Sale Process

1. The Receiver has developed the proposed Amended Sale Process described in this section, in consultation with Anthem and KingSett, to solicit interest in the Remaining Units. Like the Sale Process, the Amended 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 Remaining Units and recovery for the Debtors' stakeholders. Moreover, it is intended to significantly reduce carrying costs and minimize the number of Court attendances required by prospectively approving the Sale Agreements and the Unit Transactions that are anticipated to materialize from the Amended Sale Process, subject, in each case, to the satisfaction of the Sale Conditions.

### 5.1 Anthem Report and Pricing Schedule

1. At the Receiver's request, Anthem prepared a report dated September 26, 2025 (the "**Anthem Report**") outlining Anthem's recommendations and proposed marketing plan with respect to the Remaining Units and providing a schedule summarizing Anthem's proposed minimum prices (the "**Minimum Prices**") for each Remaining Unit (the "**Anthem Pricing Schedule**"). A partially redacted copy of the Anthem Report is attached as **Appendix "F"**. An unredacted version of the Anthem Report will be filed as an appendix to the Confidential Supplement.
2. As detailed in the Anthem Report, the Minimum Prices are informed by Anthem's significant expertise and knowledge of projects comparable to the Highline Property, input from KingSett, and an analysis prepared by Anthem that considered, among other things, sales data for similar development projects in Burnaby and the surrounding areas.

### 5.2 Amended Sale Process

1. To minimize costs and ensure the efficiency of the Amended Sale Process, the Receiver seeks prospective approval under the proposed Amended and Restated AVO of the Unit Transactions anticipated to materialize in the Amended Sale Process, without additional Court attendances, provided the following conditions are met in the case of each such Unit Transaction (collectively, the "**Sale Conditions**"):
  - a) KingSett consents to the applicable Unit Transaction;
  - b) the Receiver is satisfied with the purchase price and other terms of the applicable Unit Transaction;

- c) the Minimum Price for each Remaining Unit is not less than the applicable amount specified in the Anthem Pricing Schedule, subject to the Receiver's limited authority therein to adjust the Minimum Prices;
  - d) the applicable Sale Agreement is entered into within eight (8) months from the filing of the Disclosure Statement Amendment and is in substantially the form appended to the Disclosure Statement Amendment; and
  - e) the Strata Corporation consents to the applicable Unit Transaction in the event that payments for strata fees and/or special levies will remain due and owing as of the applicable Unit Transaction closing date and will not be paid as part of the Unit Transaction closing.
2. The Receiver, in consultation with KingSett, and with the assistance of Anthem, will administer, supervise, facilitate, and oversee the Amended Sale Process to maximize value for the Remaining Units in a timely manner. In this regard, the Amended Sale Process will involve the following:
- a) **Disclosure Statement Amendment** – the Receiver will prepare and file the Disclosure Statement Amendment before commencing the Amended Sale Process. The Disclosure Statement Amendment is currently being finalized with the assistance of the Receiver's legal counsel;
  - b) **Marketing** – upon the granting of the proposed Amended Sale Process Order, Anthem will finalize marketing materials for the Remaining Units for the Receiver's approval, and after the filing of the Disclosure Statement Amendment, with the Receiver's oversight and input, and in consultation with KingSett, will:
    - i. send an email and newsletter regarding the opportunity to its database of parties, including industry contacts, potential buyers, and the brokerage community;
    - ii. post the Remaining Units selected by the Receiver on MLS at listing prices agreed to by the Receiver, in consultation with KingSett; and
    - iii. conduct open houses for the Remaining Units;

- c) **Sale Agreement** – the Receiver, with the assistance of its legal counsel, and in consultation with KingSett, will prepare a form of the Sale Agreement to be appended to the Disclosure Statement Amendment and provided to parties interested in purchasing one or more Remaining Units;
  - d) **As Is, Where Is** – the Remaining Units and parking stalls and storage units/lockers will be marketed on an “as is, where is” basis;
  - e) **Review and Acceptance of Offers** – the Receiver will review and consider all offers (collectively, “Offers”) for the Remaining Units. The Receiver has sole discretion to accept, reject, or negotiate Offers, provided the Sale Conditions are satisfied. In evaluating Offers, the Receiver will consider: (i) the purchase price and other terms; (ii) conditions to closing; and (iii) the proposed closing date; and
  - f) **Minimum Prices** – the Receiver will maintain discretion to adjust the Minimum Prices, as provided in the Confidential Supplement.
3. As noted previously, the Receiver is seeking the proposed Amended and Restated AVO to facilitate the Unit Transactions that are anticipated to materialize from the Amended Sale Process. The Amended and Restated AVO is substantially identical to the AVO.
4. Among other things, the proposed Amended and Restated AVO:
- a) authorizes the Receiver to sell the Remaining Units pursuant to the Sale Agreements arising from the Amended Sale Process that satisfy the Sale Conditions, and to assign the exclusive use of any parking stalls and/or storage lockers in connection therewith, subject to the filing of the Disclosure Statement Amendment;
  - b) authorizes and directs the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of any Unit Transaction, the conveyance of any Purchased Unit to the Purchaser thereof, and the assignment of any parking stalls and/or storage lockers to such Purchaser; and
  - c) upon delivery of a Receiver’s Certificate, vests title to the Purchased Unit in the applicable Purchaser free and clear of all claims and encumbrances, except permitted encumbrances.

### **5.3 Recommendation Regarding Amended Sale Process and Amended and Restated AVO**

1. The Receiver recommends that this Court issue the proposed Amended Sale Process Order and Amended and Restated AVO for the following reasons:
  - a) the Amended Sale Process was developed by the Receiver in consultation with Anthem and KingSett, with a view to providing a flexible, efficient and fair process for canvassing the market for potential purchasers and maximizing the value of the Remaining Units and recovery for the Debtors' stakeholders. By requiring all of the Offers to conform to a standardized Sale Agreement and satisfy the Sale Conditions, the Amended Sale Process ensures that bids are evaluated consistently based on criteria established by the Receiver;
  - b) the Amended Sale Process will be overseen by the Receiver and Anthem, whose expertise, commission structure and substantial marketing efforts will enhance the commercial efficacy of the process. Anthem is prepared to commence the Amended Sale Process immediately;
  - c) the Amended Sale Process is commercially reasonable and prospectively approving the sale of each Remaining Unit, as previously done under the AVO, will obviate the need for the Receiver to bring 119 individual sale approval applications and thereby significantly reduce the professional expenses incurred, and judicial resources exhausted, in these proceedings;
  - d) the Amended Sale Process will broadly market the Remaining Units and optimize the chances of securing the maximum purchase prices for such Remaining Units available in the circumstances. Adherence to the proposed Sale Conditions will ensure the fairness and integrity of the Amended Sale Process and the providence of each Unit Transaction. As the best option for maximizing recovery available at this time, the proposed Amended Sale Process is in the best interest of the Debtors' stakeholders and is supported by the Debtors' largest and senior secured creditor, KingSett;
  - e) the Minimum Prices outlined in the Anthem Pricing Schedule, which are an integral feature of the Sale Conditions, were developed by Anthem, in consultation with the Receiver, based on market research, and Anthem's significant expertise and knowledge of projects comparable to the Highline Project;

- f) the Amended Sale Process provides the Receiver with the procedures and flexibility that it believes are necessary to maximize the value of the Remaining Units while mitigating the incurrence of excessive holding costs, and if necessary, to adjust the Minimum Prices for the Remaining Units;
- g) provided that the Priority Indebtedness is determined and satisfied, the only encumbrances to be vested off title to the Remaining Units under the proposed Amended and Restated AVO are those of KingSett, builder's lien claimants under the *Builders Lien Act*, S.B.C. 1997, c. 45, as amended (the "**BLA**"), and the registrant of a certificate of pending litigation. In any event, the proposed Amended and Restated AVO does not prejudice parties with valid encumbrances against the Remaining Units as such encumbrances will attach to the net proceeds of the applicable Unit Transaction, maintaining their existing priority;
- h) KingSett has approved the Anthem Pricing Schedule and supports the Amended Sale Process;
- i) the forms of Amended Sale Process Order and Amended and Restated AVO are substantially identical to the Sale Process Order and AVO previously approved by the Court;
- j) the primary reasons supporting the granting of the Sale Process Order and AVO equally support the granting of the Amended Sale Process Order and Amended and Restated AVO; and
- k) following the completion of all the Unit Transactions, the Receiver will file a report with the Court detailing the sale price for each of the Remaining Units.

## 6.0 Sealing Order

1. Pursuant to the proposed Sealing Order, the Receiver is seeking to seal the Confidential Supplement. The Confidential Supplement includes an unredacted version of the Anthem Report (including the unredacted Anthem Pricing Schedule), which contains the Minimum Prices and related analysis.

2. The information contained in the Confidential Supplement, if disclosed, could undermine the integrity of the Amended Sale Process and negatively impact realizations from the Unit Transactions to the detriment of the Debtors' stakeholders. In particular, the Minimum Prices and related analysis contained in the Confidential Supplement, if disclosed, would allow a prospective purchaser to calculate the potential minimum price that could be accepted for a Remaining Unit.
3. The Confidential Supplement is proposed to remain sealed pending the filing of a Receiver's Certificate evidencing the closing of the Unit Transaction for the last Purchased Unit. The salutary effects of temporarily sealing such information from the public record greatly outweigh the deleterious effects of doing so in the circumstances. The Receiver is not aware of any party that will be prejudiced if the information in the Confidential Supplement is sealed or any public interest that will be served if such details are disclosed in full. Accordingly, the Receiver believes the proposed sealing of the Confidential Supplement is appropriate in the circumstances.

## **7.0 Amended and Restated Ancillary Order**

1. The Receiver is seeking the proposed Amended and Restated Ancillary Order, among other things:
  - a) increasing the Receiver's maximum permitted borrowings under the Amended and Restated Receivership Order or, if granted, the Second Amended and Restated Receivership Order, from \$2,303,860 to \$3,800,000, and granting a corresponding increase to the Receiver's Borrowings Charge; and
  - b) subject to such holdbacks as the Receiver considers necessary or appropriate to satisfy priority claims against each Purchased Unit and/or to fund these proceedings, including, without limitation, the Receiver's fees and the fees of its counsel, authorizing and directing the Receiver, its counsel and other agents to make or cause to be made one or more Distributions from the Sale Proceeds.
2. Except for the proposed increases to the Receiver's borrowings and the Receiver's Borrowings Charge and a clarification as to the relative priority of mortgagees and builder's lien claimants under the BLA, the Amended and Restated Ancillary Order is substantially identical to the Ancillary Order.

## 7.1 Receiver's Borrowings

1. As at the date of this Fourth Report, the Receiver has borrowed \$1,008,000 million under the Receiver's Borrowing Charge, resulting in remaining availability of \$1,295,860. An interim statement of receipts and disbursements for the period ending September 28, 2025 (the "Interim SRD"), is attached as **Appendix "G"**, a summary of which is as follows:

Description	Note	Amount (\$)
Receipts		
Receiver's borrowings		1,008,000
Other receipts		2,592
		<hr/> 1,010,592
Disbursements <sup>2</sup>		
Strata fees	A	440,299
New home warranty	B	250,000
Marketing expenses	C	101,146
Insurance	D	92,444
Construction expenses	E	90,137
Administrative expenses	F	35,962
		<hr/> 1,009,988
<b>Ending cash balance</b>		<hr/> <b>604</b>

2. The Receiver notes the following regarding the Interim SRD:
  - a) Strata fees and operating levy: monthly fees payable to the Strata Corporation for the period of March 1 to September 30, 2025;
  - b) New home warranty: represents a security deposit of \$250,000 paid to Intact Insurance Company ("**Intact**") to obtain new home warranty coverage for the Remaining Units;
  - c) Marketing expenses: include payments to various vendors to prepare the marketing materials required to market and sell the Remaining Units;
  - d) Insurance: represents commercial general liability and property insurance coverage for the Highline Property;

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<sup>2</sup> As at the date of this Fourth Report, no fees or disbursements have been paid to the Receiver or its legal counsel, and such fees continue to accrue.



- e) Construction expenses: include expenses incurred to the relocate, store, and install canopy glass for the Highline Project (the “**L4 Canopy Glass Work**”), which is required to obtain a full occupancy permit from the City of Burnaby; and
  - f) Administrative expenses: include sales taxes, permit costs, and other administration expenses.
3. Based on the costs outlined above, and the anticipated future costs to conduct the Amended Sale Process and administer these proceedings, the Receiver is requesting that the maximum permitted borrowings under the Amended and Restated Receivership Order or, if granted, the Second Amended and Restated Receivership Order, and the Receiver’s Borrowings Charge be increased to \$3,800,000 (i.e., an increase of \$1,496,140) to cover the following disbursements:
- a) up to approximately \$725,000 for the Strata Lien Distribution, subject to the determination of the Priority Indebtedness and other terms of the Amended and Restated Ancillary Order. As discussed in Section 8, the Receiver continues to work with the Strata Corporation and its legal counsel to determine the Priority Indebtedness, and given the significant time elapsed since the granting of the Ancillary Order, intends to invoke the terms of the Amended and Restated Ancillary Order should it not be resolved expediently;
  - b) approximately \$1,017,000 for repairs to the Remaining Units to prepare them for sale (as detailed in the First Report). As discussed in Section 8, the Receiver has negotiated an agreement with Kanin Construction Inc. (“**Kanin**”) to, among other things, complete the repairs required;
  - c) approximately \$750,000 for Reimbursable Costs and the monthly Customer Services Fees payable to Anthem pursuant to the Anthem Agreement; and
  - d) a contingency of \$300,000 to account for: (i) expenses related to the Remaining Units, including, among other things, ongoing fees payable to the Strata Corporation, utilities, insurance, property taxes; (ii) the remaining costs to complete the L4 Canopy Glass Work; and (iii) any unforeseen expenses or disbursements that may be required.

4. The Receiver notes that, based on the timing of the Remaining Unit sales and the proceeds from same, the Receiver may not require the additional borrowing availability. However, the increase in the Receiver's Borrowing Charge is being requested in the event that Remaining Unit sales occur after some or all of the above noted expenses are incurred.

## **7.2 Distributions**

1. Subject to such holdbacks as the Receiver considers necessary or appropriate to satisfy priority claims against each Purchased Unit and/or to fund these proceedings, including, without limitation, the Receiver's fees and the fees of its counsel, the Amended and Restated Ancillary Order authorizes and directs the Receiver, its counsel and other agents to make or cause to be made one or more Distributions from the Sale Proceeds as follows:
  - a) to the Canada Revenue Agency (the "**CRA**") in respect of any GST required to be paid by the Receiver in connection with the closing of such Purchased Unit;
  - b) to such parties as are applicable in respect of any property tax arrears, strata fees, and such other customary disbursements for a transaction of a similar nature, in each case, in connection with the closing of such Purchased Unit; and
  - c) to Anthem in respect of the Compensation (as defined in the Anthem Agreement) payable pursuant to the Anthem Agreement, in connection with such Purchased Unit, including any commissions payable to a cooperating brokerage and any GST.

## **7.3 Recommendation Regarding the Amended and Restated Ancillary Order**

1. The Receiver recommends that the Court issue the proposed Amended and Restated Ancillary Order for the following reasons:
  - a) the Distributions will facilitate the closing of the Unit Transactions that will materialize from the Amended Sale Process and be approved and implemented pursuant to the proposed Amended and Restated AVO, reduce certain of the Debtors' indebtedness, and ensure the efficient administration of their estates;
  - b) each Distribution is in respect of an obligation that is customarily required to close a Unit Transaction, is entitled to be paid or benefits from relevant legal priorities, or in the case of amounts payable to Anthem, is commensurate with the Anthem Agreement;

- c) pursuant to the proposed Amended and Restated Ancillary Order, the Receiver will be entitled to: (i) hold back such amounts from the purchase price paid for each Purchased Unit as it considers necessary or appropriate to satisfy priority claims against such Purchased Unit, and/or to fund these proceedings; and (ii) borrow up to the maximum principal amount of \$3,800,000. As a result of its authority to holdback funds and the proposed increase to the Receiver's borrowings, the Receiver is confident that it will have access to sufficient monies to advance these proceedings while making the Strata Lien Distribution and the Distributions;
- d) except for the proposed increases to the Receiver's borrowings and the Receiver's Borrowings Charge and a clarification as to the relative priority of mortgagees and builder's lien claimants under the BLA, the form of Amended and Restated Ancillary Order is substantially identical to the Ancillary Order previously approved by the Court; and
- e) the reasons supporting the granting of the Ancillary Order equally support the granting of the Amended and Restated Ancillary Order.

## 8.0 Other Activities of the Receiver

1. Since the Second Report, the Receiver has undertaken the following key activities:
  - a) corresponding extensively with the Debtors, including representatives of Thind, to obtain information concerning the Debtors;
  - b) corresponding with KingSett, and its counsel, Osler Hoskin & Harcourt LLP, regarding all aspects of these proceedings;
  - c) corresponding with the CRA with respect to tax accounts and outstanding remittances;
  - d) preparing and delivering to all creditors of TPC the Notice and Statement of the Receiver pursuant to subsections 245(1) and 246(1) of the BIA, compiling a list of known creditors, and filing the statutory report with the Office of the Superintendent of Bankruptcy (the "**OSB**");
  - e) preparing and filing the Receiver's statutory reports with the OSB pursuant to subsection 246(2) of the BIA;

- f) preparing funding requests in connection with the payment of certain expenses, including, among other items, payments to suppliers required for the Sale Process, monthly strata fees, and payments to contractors to perform repairs on the Highline Property;
- g) reviewing and considering the Singh Action, in consultation with 6511 Sussex's principal and KingSett;
- h) preparing the Third Report;
- i) preparing this Fourth Report;
- j) working with the Receiver's counsel, Bennett Jones LLP ("**Bennett Jones**"), to prepare the application materials in respect of the relief to be sought by the Receiver pursuant to the proposed Second Amended and Restated Receivership Order, Lift Stay Order, Amended Sale Process Order, Amended and Restated AVO, Amended and Restated Ancillary Order, and Sealing Order;
- k) maintaining the Receiver's case website;
- l) attending to, among other things, the following matters regarding the Highline Property:
  - i. working with Bennett Jones to prepare and file the disclosure statement dated June 23, 2025;
  - ii. corresponding with the Debtors' insurance broker to renew the insurance coverage on the Remaining Units;
  - iii. preparing and filing the declarations required pursuant to the *Speculation and Vacancy Tax Act*, S.B.C. 2018, c. 46, as amended;
  - iv. renewing 6511 Sussex's residential builder license with BC Housing;
  - v. obtaining extensions of the provisional occupancy and building permits from the City of Burnaby;
  - vi. analyzing the amounts claimed by the Strata Corporation under the Strata Liens, including the legal fees related to the enforcement of the Strata Liens (the "**Strata Liens Analysis**");

- vii. corresponding extensively with, and reviewing various information provided by, Lesperance Mendes Lawyers, counsel to the Strata Corporation, and FirstService Residential, the Strata Corporation manager, regarding these proceedings, the Strata Liens, and the Strata Liens Analysis;
- viii. responding to various letters and emails from counsel to subcontractors and creditors regarding amounts outstanding for work performed on the Highline Project;
- ix. working with Brasfield Builders Limited ("**Brasfield**") and Bennett Jones in connection with the Master Services Agreement dated February 14, 2025 (the "**MSA**"), and statement of work regarding deficiencies in the Remaining Units (the "**Deficiency Work**");
- x. working with Brasfield and BC Hydro regarding the reconnection of hydro to the Remaining Units;
- xi. negotiating and finalizing an agreement dated July 10, 2025, with Vision West Construction Ltd. ("**Vision West**") with respect to the L4 Canopy Glass Work;
- xii. working with Brasfield and Vision West to complete the L4 Canopy Glass Work;
- xiii. negotiating and entering into the following agreements required to obtain new home warranty coverage for the Remaining Units pursuant to the Builder Agreement dated April 22, 2020, between 6511 Sussex and The Guarantee Company of North America ("**GCNA**"), as administered by WBI Home Warranty Ltd. ("**WBI**"):
  - 1. the Settlement Agreement dated May 30, 2025 (the "**Settlement Agreement**"), among WBI and Intact (collectively, the "**Warranty Provider**"), the Receiver and KingSett Real Estate Mortgage LP No. 3;
  - 2. the Limited Indemnity Agreement dated May 30, 2025, granted by KingSett Real Estate Mortgage LP No. 3 in favour of Intact;
  - 3. the Amending Agreement dated May 30, 2025, between Brasfield and the Receiver, amending the MSA; and

4. the Statement of Work dated May 30, 2025, outlining Brasfield's scope of work with respect to administering the warranty obligations arising in connection with the warranty policies issued by the Warranty Provider from and after the date of the Receivership Order (the "**Warranty Work**");
- xiv. negotiating and entering into the following agreements to replace Brasfield with Kanin to perform the Deficiency Work and Warranty Work:
1. a Goods and/or Services Agreement dated August 6, 2025 ("**Goods and/or Services Agreement**"), between the Receiver and Crystal Consulting Inc. ("**CCI**") for the purposes of retaining CCI to complete the Deficiency Work;
  2. an Assignment Agreement dated September 16, 2025, assigning the Goods and/or Services Agreement from CCI to Kanin, an entity related to CCI;
  3. an Amending Agreement to the Goods and/or Services Agreement dated September 16, 2025, between Kanin and the Receiver to include the Warranty Work in Kanin's scope of work; and
  4. an Amending Agreement to the Settlement Agreement among the Receiver, WBI, Intact, and KingSett, to be finalized and executed, to amend the Settlement Agreement to reflect Kanin's anticipated performance of the Deficiency Work and Warranty Work; and
- m) attending to, among other things, the following matters regarding the Minoru Property:
- i. finalizing the JLL Agreement and executing same;
  - ii. corresponding with the City of Richmond regarding the Minoru Project, including the status of the outstanding property taxes, the development permit, the building permit, the rezoning application, the fees paid by the Debtors, and the letters of credit held by the City of Richmond;

- iii. working with JLL, Bennett Jones, and KingSett to finalize the following materials with respect to the Minoru Sale Process: (1) the non-disclosure agreement to be provided to potential purchasers; (2) the teaser and email to be sent to potential purchasers; (3) the confidential information memorandum to be provided to potential purchasers that execute a non-disclosure agreement; (4) the virtual data room; and (5) the template agreement of purchase and sale to be provided to potential purchasers;
- iv. corresponding extensively with JLL regarding sales and marketing initiatives undertaken pursuant to the Minoru Sales Process Order and the extensions of the Minoru Sale Process bid deadline;
- v. corresponding with Columbia Chrysler Dodge Jeep Ltd. regarding the license agreement and the payments due under same; and
- vi. corresponding with Optimum Security Inc., the third-party security company retained by the Receiver, regarding weekly site inspections.

## 9.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make orders granting the relief detailed in Section 1.1 of this Fourth Report.

\* \* \*

All of which is respectfully submitted,

**KSV RESTRUCTURING INC.,**  
solely in its capacity as Court-appointed receiver of  
6511 Sussex Heights Development Ltd.,  
Minoru Square Development Limited Partnership,  
Minoru View Homes Ltd., and Thind Parking Corp.  
and not in its personal or corporate capacity

Per:   
Jason Knight  
Managing Director

# **APPENDIX I**

**[ATTACHED]**



**6511 Sussex Heights Development Ltd., Thind Parking Corp. (the "Highline Debtors"),  
Minoru View Homes Ltd., and Minoru Square Development Limited Partnership (the  
"Minoru Debtors")**

Interim Statement of Receipts and Disbursements

For the Period December 13, 2024 to December 5, 2025

(\$; unaudited)

<b>Description</b>	<b>Highline Debtors</b>	<b>Minoru Debtors</b>	<b>Total</b>
<i>Receipts</i>			
Receiver's borrowings	1,170,000.00	-	1,170,000.00
Rental income	-	126,000.00	126,000.00
Miscellaneous receipts	2,275.86	5,000.00	7,275.86
Interest allocation	386.30	688.30	1,074.60
<i>Total Receipts</i>	1,172,662.16	131,688.30	1,304,350.46
<i>Disbursements</i>			
Strata fees	579,567.79	-	579,567.79
New home warranty fees & premiums	250,000.00	-	250,000.00
Level 4 canopy glass installation	106,680.85	-	106,680.85
Marketing expenses	101,146.00	-	101,146.00
Insurance	92,444.00	5,890.00	98,334.00
Security services	830.00	44,448.00	45,278.00
GST/HST/PST paid	13,582.55	4,349.11	17,931.66
Other operating expenses	-	15,032.07	15,032.07
New disclosure statement fees	13,500.00	-	13,500.00
Legal fees and disbursements	4,675.76	4,610.80	9,286.56
Utilities	6,508.05	-	6,508.05
Repairs and maintenance	2,400.00	-	2,400.00
Administrative expenses	675.63	578.51	1,254.14
<i>Total Disbursements</i>	1,172,010.63	74,908.49	1,246,919.12
<b>Balance in Receiver's account</b>	<b>651.53</b>	<b>56,779.81</b>	<b>57,431.34</b>

# **APPENDIX J**

**[ATTACHED]**



# FOUNDATIONS CANADA

Date: July 25, 2022

Invoice # **BAU-1874**

To: D-Thind Construction Minoru Ltd.  
Address: 4211 Kingsway  
Burnaby, BC V5H 1Z6

Attn: Afshin Gharaee (afshin@thind.ca)

Subcontract #: SUB-22-00057

Project : 1914-00-00 D-Thind Construction Minoru

Bauer Project No.: 12202C

Subcontractor Rep: Jeff Pattison

[j.pattison@bauerfoundations.ca](mailto:j.pattison@bauerfoundations.ca)

DESCRIPTION	AMOUNT														
5800 Minoru Beam Purchase Order - Supply Only															
Progress Billing 001 - 294 Units / W21x73 / 56 Feet	\$ 1,286,000.00														
Previously Billed	\$ -														
Total this Invoice	\$ 1,286,000.00														
<table><tr><td>Vendor ID</td><td>Company</td></tr><tr><td>Invoice #</td><td>Invoice Date</td></tr><tr><td>Cost Code</td><td>Holdbacks</td></tr><tr><td>Amount</td><td></td></tr><tr><td>Subtotal</td><td>\$1,286,000.00</td></tr><tr><td>GST @ 5%</td><td>\$64,300.00</td></tr><tr><td>TOTAL</td><td>\$1,350,300.00</td></tr></table>		Vendor ID	Company	Invoice #	Invoice Date	Cost Code	Holdbacks	Amount		Subtotal	\$1,286,000.00	GST @ 5%	\$64,300.00	TOTAL	\$1,350,300.00
Vendor ID	Company														
Invoice #	Invoice Date														
Cost Code	Holdbacks														
Amount															
Subtotal	\$1,286,000.00														
GST @ 5%	\$64,300.00														
TOTAL	\$1,350,300.00														
Payable in Canadian dollars															

Payment Net 30 days

The due date for this invoice is: **August 24, 2022**

Please remit payments by wire  
Wire info: Royal Bank of Canada  
335-8Ave SW Calgary, AB T2P 1C9  
Account # 00009 003 1085992  
SWIFT #ROYCCAT2

Account number GST : 841134679RT0001

BAUER Foundations Canada Inc., Suite #200-251 Midpark Blvd. SE, Calgary, AB, T2X 1S3, Canada. Phone: (403) 723-0159

# **APPENDIX K**

**[ATTACHED]**



## BC Company Summary

For  
**D-THIND CONSTRUCTION MINORU LTD.**

**Date and Time of Search:** October 27, 2025 08:26 AM Pacific Time

**Currency Date:** August 19, 2025

### ACTIVE

**Incorporation Number:** BC1252573

**Name of Company:** D-THIND CONSTRUCTION MINORU LTD.

**Business Number:** 730847076 BC0001

**Recognition Date and Time:** Incorporated on June 08, 2020 09:49 AM Pacific Time

**In Liquidation:** No

**Last Annual Report Filed:** June 08, 2023

**Receiver:** No

### COMPANY NAME INFORMATION

**Previous Company Name**

D-THIND DEVELOPMENT MINORU LTD.

**Date of Company Name Change**

March 15, 2021

### REGISTERED OFFICE INFORMATION

**Mailing Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

**Delivery Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

**Delivery Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**

Thind, Paul

**Mailing Address:**

700 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

**Delivery Address:**

700 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

**Last Name, First Name, Middle Name:**

Thind, Daljit Singh

**Mailing Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

**Delivery Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

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**OFFICER INFORMATION AS AT June 08, 2023**

**Last Name, First Name, Middle Name:**

Thind, Paul

**Office(s) Held:** (Secretary)

**Mailing Address:**

700 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

**Delivery Address:**

700 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

---

**Last Name, First Name, Middle Name:**

Thind, Daljit Singh

**Office(s) Held:** (President)

**Mailing Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

**Delivery Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

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# **APPENDIX L**

**[ATTACHED]**



## BC Company Summary

For

### D-THIND DEVELOPMENT LTD.

**Date and Time of Search:** October 27, 2025 08:24 AM Pacific Time

**Currency Date:** August 19, 2025

#### ACTIVE

**Incorporation Number:** BC1125316

**Name of Company:** D-THIND DEVELOPMENT LTD.

**Business Number:** 705948123 BC0001

**Recognition Date and Time:** Incorporated on June 30, 2017 01:42 PM Pacific Time

**In Liquidation:** No

**Last Annual Report Filed:** June 30, 2023

**Receiver:** No

#### COMPANY NAME INFORMATION

**Previous Company Name**

DTHIND DEVELOPMENT LTD.

**Date of Company Name Change**

August 23, 2017

#### REGISTERED OFFICE INFORMATION

**Mailing Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

**Delivery Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

#### RECORDS OFFICE INFORMATION

**Mailing Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

**Delivery Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

#### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**

Thind, Daljit

**Mailing Address:**

700 - 4211 KINGSWAY  
VANCOUVER BC V5H 1Z6  
CANADA

**Delivery Address:**

700 - 4211 KINGSWAY  
VANCOUVER BC V5H 1Z6  
CANADA



**OFFICER INFORMATION AS AT June 30, 2023**

**Last Name, First Name, Middle Name:**

Thind, Daljit Singh

**Office(s) Held:** (President, Secretary)

**Mailing Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA

**Delivery Address:**

700 - 4211 KINGSWAY  
BURNABY BC V5H 1Z6  
CANADA