

This is the second affidavit of Daniel Pollack in this case and was made on January 17, 2025

No. S-246994
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

DISTRICT NORTHWEST LIMITED PARTNERSHIP

and

105 UNIVERSITY VIEW HOMES LTD.

RESPONDENTS

AFFIDAVIT

I, Daniel Pollack, of Toronto, in the Province of Ontario, Executive Director, SWEAR THAT:

1. I am an Executive Director, Loan & Portfolio Management at KingSett Capital. KingSett Mortgage Corporation (“**KingSett**”) is a subsidiary of KingSett Capital, the Petitioner in this proceeding, and as such I have personal knowledge of the matters deposed to in this affidavit, except where I depose to a matter based on information from an informant I identify, in which case I believe that both the information from the informant and the resulting statement are true.
2. This affidavit is made in support of the orders and declarations sought by KingSett in its Application filed in this proceeding, including an order that 105 University View Homes Ltd. (the “**Nominee**”) and District Northwest Limited Partnership (the “**Limited**”

Partnership", and together with the Nominee, the "**Borrowers**") are indebted to KingSett as of January 6, 2025 as follows:

- (a) \$79,932,938.26 with respect to the principal amount due and owing with respect to the Loan (as defined below);
- (b) \$8,346,666.52 with respect to accrued and unpaid interest, which continues to accrue;
- (c) \$402,015.41 with respect to costs incurred and unpaid in connection with the Loan (as defined below), which continue to accrue; and
- (d) \$45,499.51 in legal fees incurred in connection with the Loan (as defined below), with these fees continuing to accrue

for a total of \$88,727,119.70 (the "**Indebtedness**") due and owing to KingSett. The Indebtedness is incurring interest at a rate of \$30,293.47 per day and professional fees continue to accrue.

A. Loan Agreement and Loan Documents

- 3. KingSett provided the Borrowers with a first mortgage loan in the amount of \$79,912,500 (the "**Loan**") pursuant to the terms of a Commitment Letter dated February 14, 2022, as amended by a first amending agreement dated October 16, 2023, a second amending agreement dated January 30, 2024, and a third amending agreement dated March 19, 2024 (as may be further amended, restated, or supplemented from time to time, the "**Commitment Letter**").
- 4. The Commitment Letter is attached as **Exhibit "A"** to the First Affidavit of Daniel Pollack made on October 9, 2024 ("**Pollack Affidavit #1**").
- 5. As security for the loan under the Commitment Letter, the Borrowers provided the following, among other things, in favor of KingSett:

- (a) a general security agreement (the “**General Security Agreement**”), dated February 24, 2022, attached as **Exhibit “E”** to Pollack Affidavit #1;
- (b) a first mortgage and assignment of rents, dated February 24, 2022 (the “**First Mortgage**” and the “**Assignment of Rents**”, respectively), together attached as **Exhibit “F”** to Pollack Affidavit #1;
- (c) a second mortgage dated November 2, 2023 (the “**Second Mortgage**”) attached as **Exhibit “H”** to Pollack Affidavit #1; and
- (d) a beneficial direction, acknowledgement, and security agreement (the “**Beneficial Security Agreement**”), dated February 24, 2022, attached as **Exhibit “I”** to Pollack Affidavit #1.

(collectively, the “**Security**”).

- 6. The First Mortgage is in the principal amount of \$70,000,000.00 and the Second Mortgage is in the principal amount of \$99,890,625.00.
- 7. The First Mortgage, the Assignment of Rents and the Second Mortgage each charge the lands owned by the Borrowers legally described as LOT “A” SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP111526, PID: 031-746-667 (the “**Property**”) as follows:
 - (a) KingSett has registered the First Mortgage and Assignment of Rents in the New Westminster Land Title Office (“**LTO**”) under registration numbers CA9749054 and CA9749055; and
 - (b) KingSett has registered the Second Mortgage in the LTO under registration number CB1008626.
- 8. A true copy of the LTO search results of the Property is attached as **Exhibit “A”** to this Affidavit.

9. KingSett has registered a financing statement with respect to the General Security Agreement and the Beneficial Security Agreement in the British Columbia Personal Property Registry (the “PPR”) under registration 563418N. PPR search results for the Borrowers are attached as **Exhibit “B”** to this Affidavit.

B. The Demand and Default

10. The Borrowers have been in default of their obligations under the Commitment Letter since at least May 1, 2024.
11. On August 30, 2024 counsel on behalf of KingSett delivered a letter to the Borrowers and its guarantors advising of various reporting defaults and demanding payment (the “**Demand Letter**”). A copy of the Demand Letter is attached as **Exhibit “M”** to Pollack Affidavit #1.
12. As of the date this Affidavit was made, the Borrowers have not repaid the Indebtedness. A copy of the payout with respect to the Indebtedness dated January 7, 2025 is attached as **Exhibit “C”** to this Affidavit.

C. The Receivership

13. On November 8, 2024, the Supreme Court of British Columbia granted an order to appoint KSV Restructuring Inc. (the “**Receivership Order**”). A copy of the Receivership Order is attached as **Exhibit “D”** to this Affidavit.
14. KingSett understands that the Receiver will seek an Order of this Court to market and sell the Property.
15. In connection with the marketing and sale of the Property, KingSett is seeking a declaration that:
 - (a) each of the First Mortgage, the Assignment of Rents, and the Second Mortgage is a valid charge against the Property;

- (b) each of the General Security Agreement and the Beneficial Security Agreement constitutes a security interest perfected with respect to the Borrowers' personal property used in connection with the Property; and
- (c) that the Borrowers are liable to KingSett for the Indebtedness.

D. Conclusions

- 16. I know of no facts which would constitute a defense to the claim or part of the claim of KingSett against the Borrowers for payment of the Indebtedness. The Indebtedness is fully due and owing and payable to KingSett and the Borrowers have failed or neglected, and continue to fail or neglect, to pay.
- 17. I acknowledge the solemnity of making a sworn statement/solemn declaration and acknowledge the consequences of making an untrue statement.
- 18. I was not physically present before the person before whom this affidavit was sworn or affirmed but was in that person's presence using video conferencing.

AFFIRMED BEFORE ME at Vancouver,)
British Columbia, on January 17, 2025)



Lucas Hodgson, a Commissioner for taking)
affidavits for British Columbia)



DANIEL POLLACK)

This is Exhibit "A" referred to in the Affidavit #2
of Daniel Pollack sworn before me at Vancouver, British
Columbia on this 17th day of January, 2025

A handwritten signature in blue ink, consisting of a stylized 'L' followed by a horizontal line and a cursive flourish.

**Lucas Hodgson, A Commissioner for
Taking Affidavits for the Province of British Columbia**

TITLE SEARCH PRINT
File Reference: 1260534

002
2025-01-13, 16:33:09
Requestor: Pavan Sidhu

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
Title Number From Title Number	CB112388 CA6537042 CA6537043 CA6537044 CA6537045 CA6537046 CA6537047 CA6537048 CA6537049 CA6537050 CA6537051 CA6537052 CA6537053 CA6537054
Application Received	2022-07-27
Application Entered	2022-08-03
Registered Owner in Fee Simple Registered Owner/Mailing Address:	105 UNIVERSITY VIEW HOMES LTD., INC.NO. BC1139244 #700 - 4211 KINGSWAY BURNABY, BC V5H 1Z6
Taxation Authority	Surrey, City of
Description of Land Parcel Identifier: Legal Description:	031-746-667 LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP111526
Legal Notations	HERETO IS ANNEXED EASEMENT CA7885739 OVER LOTS A AND B PLAN EPP79101

TITLE SEARCH PRINT

File Reference: 1260534

003
2025-01-13, 16:33:09
Requestor: Pavan Sidhu

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CB209481

Charges, Liens and Interests

Nature: STATUTORY RIGHT OF WAY
Registration Number: BG115826
Registration Date and Time: 1993-04-07 13:09
Registered Owner: BRITISH COLUMBIA TRANSIT
Remarks: INTER ALIA
PLAN LMP9777
MODIFIED BY BR81992

Nature: STATUTORY RIGHT OF WAY
Registration Number: BR81992
Registration Date and Time: 2001-04-09 14:18
Remarks: INTER ALIA
MODIFICATION OF BG115826

Nature: EASEMENT
Registration Number: CA7885741
Registration Date and Time: 2019-11-22 17:04
Remarks: INTER ALIA
APPURTENANT TO LOTS A AND B PLAN EPP79101

Nature: MORTGAGE
Registration Number: CA9749054
Registration Date and Time: 2022-02-28 13:48
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. AA0081500

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9749055
Registration Date and Time: 2022-02-28 13:48
Registered Owner: KINGSETT MORTGAGE CORPORATION
INCORPORATION NO. A0081500

TITLE SEARCH PRINT

File Reference: 1260534

004
2025-01-13, 16:33:09
Requestor: Pavan Sidhu

Nature: MORTGAGE
 Registration Number: CA9754858
 Registration Date and Time: 2022-03-01 15:35
 Registered Owner: IHI DEVELOPMENTS LTD.
 INCORPORATION NO. BC616723
 GARMECO CANADA CONSULTANTS LTD.
 INCORPORATION NO. BC0367989
 IHI HOLDINGS LTD.
 INCORPORATION NO. BC0431817
 R.A.R. CONSULTANTS LTD.
 INCORPORATION NO. A0050404
 AS JOINT TENANTS
 INTER ALIA

Remarks:

Nature: STATUTORY RIGHT OF WAY
 Registration Number: CB70399
 Registration Date and Time: 2022-07-11 11:17
 Registered Owner: CITY OF SURREY
 Remarks: INTER ALIA
 PART IN PLAN EPP111524

Nature: PRIORITY AGREEMENT
 Registration Number: CB70400
 Registration Date and Time: 2022-07-11 11:17
 Remarks: INTER ALIA
 GRANTING CB70399 PRIORITY OVER CA7885741,
 CA9749054, CA9749055 AND CA9754858

Nature: COVENANT
 Registration Number: CB70401
 Registration Date and Time: 2022-07-11 11:17
 Registered Owner: CITY OF SURREY
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
 Registration Number: CB70402
 Registration Date and Time: 2022-07-11 11:17
 Remarks: INTER ALIA
 GRANTING CB70401 PRIORITY OVER CA7885741,
 CA9749054, CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
 Registration Number: CB70403
 Registration Date and Time: 2022-07-11 11:17
 Registered Owner: CITY OF SURREY
 Remarks: PART IN PLAN EPP111524

TITLE SEARCH PRINT

File Reference: 1260534

005
2025-01-13, 16:33:09
Requestor: Pavan Sidhu

Nature: PRIORITY AGREEMENT
Registration Number: CB70404
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70403 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB70405
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY

Nature: PRIORITY AGREEMENT
Registration Number: CB70406
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70405 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB70407
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: INTER ALIA
PART IN PLAN EPP111524

Nature: PRIORITY AGREEMENT
Registration Number: CB70408
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70407 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB70409
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB70410
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70409 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB70411
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: PART IN PLAN EPP111524

TITLE SEARCH PRINT

File Reference: 1260534

2025-01-13, 16:33:09

006

Requestor: Pavan Sidhu

Nature: PRIORITY AGREEMENT
Registration Number: CB70412
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70411 PRIORITY OVER CA9749054, CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB70413
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY

Nature: PRIORITY AGREEMENT
Registration Number: CB70414
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70413 PRIORITY OVER CA9749054, CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB70415
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: PART IN PLAN EPP111524

Nature: PRIORITY AGREEMENT
Registration Number: CB70416
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70415 PRIORITY OVER CA9749054, CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB70417
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: PART FORMERLY LOT 87 PLAN 15002

Nature: PRIORITY AGREEMENT
Registration Number: CB70418
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70417 PRIORITY OVER CA9749054, CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB70419
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: PART IN PLAN EPP111524

TITLE SEARCH PRINT

File Reference: 1260534

007
2025-01-13, 16:33:09
Requestor: Pavan Sidhu

Nature: PRIORITY AGREEMENT
Registration Number: CB70420
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70419 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB70421
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: PART FORMERLY LOT 88 PLAN 15002

Nature: PRIORITY AGREEMENT
Registration Number: CB70422
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70421 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB70423
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: PART IN PLAN EPP111524

Nature: PRIORITY AGREEMENT
Registration Number: CB70424
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70423 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB70425
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: PART FORMERLY LOT 90 PLAN 15002

Nature: PRIORITY AGREEMENT
Registration Number: CB70426
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70425 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

TITLE SEARCH PRINT

File Reference: 1260534

008
2025-01-13, 16:33:09

Requestor: Pavan Sidhu

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB70427
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: INTER ALIA
PART IN PLAN EPP111524

Nature: PRIORITY AGREEMENT
Registration Number: CB70428
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70427 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB70429
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: INTER ALIA
PART FORMERLY LOT 91 PLAN 15002

Nature: PRIORITY AGREEMENT
Registration Number: CB70430
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70429 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB70431
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: PART IN PLAN EPP111524

Nature: PRIORITY AGREEMENT
Registration Number: CB70432
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70431 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB70433
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: PART FORMERLY LOT A PLAN 18562

TITLE SEARCH PRINT

File Reference: 1260534

009
2025-01-13, 16:33:09
Requestor: Pavan Sidhu

Nature: PRIORITY AGREEMENT
Registration Number: CB70434
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70433 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB70435
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: INTER ALIA
PART IN PLAN EPP111524

Nature: PRIORITY AGREEMENT
Registration Number: CB70436
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70435 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB70437
Registration Date and Time: 2022-07-11 11:17
Registered Owner: CITY OF SURREY
Remarks: INTER ALIA
PART FORMERLY LOT 94 PLAN 15002

Nature: PRIORITY AGREEMENT
Registration Number: CB70438
Registration Date and Time: 2022-07-11 11:17
Remarks: GRANTING CB70437 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB87920
Registration Date and Time: 2022-07-18 08:58
Registered Owner: CITY OF SURREY
Remarks: PART IN PLAN EPP111524

Nature: PRIORITY AGREEMENT
Registration Number: CB87921
Registration Date and Time: 2022-07-18 08:58
Remarks: GRANTING CB87920 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

TITLE SEARCH PRINT

File Reference: 1260534

010
2025-01-13, 16:33:09
Requestor: Pavan Sidhu

Nature: COVENANT
Registration Number: CB87922
Registration Date and Time: 2022-07-18 08:58
Registered Owner: CITY OF SURREY
Remarks: PART FORMERLY LOT 86 PLAN 15002

Nature: PRIORITY AGREEMENT
Registration Number: CB87923
Registration Date and Time: 2022-07-18 08:58
Remarks: GRANTING CB87922 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB87924
Registration Date and Time: 2022-07-18 08:58
Registered Owner: CITY OF SURREY
Remarks: PART IN PLAN EPP111524

Nature: PRIORITY AGREEMENT
Registration Number: CB87925
Registration Date and Time: 2022-07-18 08:58
Remarks: GRANTING CB87924 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB87926
Registration Date and Time: 2022-07-18 08:58
Registered Owner: CITY OF SURREY
Remarks: PART FORMERLY LOT 93 PLAN 15002

Nature: PRIORITY AGREEMENT
Registration Number: CB87927
Registration Date and Time: 2022-07-18 08:58
Remarks: GRANTING CB87926 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB87928
Registration Date and Time: 2022-07-18 08:58
Registered Owner: CITY OF SURREY
Remarks: PART IN PLAN EPP111524

Nature: PRIORITY AGREEMENT
Registration Number: CB87929
Registration Date and Time: 2022-07-18 08:58
Remarks: GRANTING CB87928 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

TITLE SEARCH PRINT

File Reference: 1260534

2025-01-13, 16:33:09⁰¹¹
Requestor: Pavan Sidhu

Nature: COVENANT
Registration Number: CB87930
Registration Date and Time: 2022-07-18 08:58
Registered Owner: CITY OF SURREY
Remarks: PART FORMERLY LOT 96 PLAN 15002

Nature: PRIORITY AGREEMENT
Registration Number: CB87931
Registration Date and Time: 2022-07-18 08:58
Remarks: GRANTING CB87930 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB112391
Registration Date and Time: 2022-07-27 17:31
Registered Owner: CITY OF SURREY

Nature: PRIORITY AGREEMENT
Registration Number: CB112392
Registration Date and Time: 2022-07-27 17:31
Remarks: GRANTING CB112391 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB112393
Registration Date and Time: 2022-07-27 17:31
Registered Owner: CITY OF SURREY

Nature: PRIORITY AGREEMENT
Registration Number: CB112394
Registration Date and Time: 2022-07-27 17:31
Remarks: GRANTING CB112393 PRIORITY OVER CA9749054,
CA9749055 AND CA9754858

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB112395
Registration Date and Time: 2022-07-27 17:31
Registered Owner: CITY OF SURREY

Nature: COVENANT
Registration Number: CB112396
Registration Date and Time: 2022-07-27 17:31
Registered Owner: CITY OF SURREY

TITLE SEARCH PRINT

File Reference: 1260534

2025-01-13, 16:33:09
Requestor: Pavan Sidhu

Nature: PRIORITY AGREEMENT
Registration Number: CB112397
Registration Date and Time: 2022-07-27 17:31
Remarks: GRANTING CB112395 PRIORITY OVER CA9749054, CA9749055 AND CA9754858

Nature: PRIORITY AGREEMENT
Registration Number: CB112398
Registration Date and Time: 2022-07-27 17:31
Remarks: GRANTING CB112396 PRIORITY OVER CA9749054, CA9749055 AND CA9754858

Nature: COVENANT
Registration Number: CB112399
Registration Date and Time: 2022-07-27 17:31
Registered Owner: CITY OF SURREY

Nature: PRIORITY AGREEMENT
Registration Number: CB112400
Registration Date and Time: 2022-07-27 17:31
Remarks: GRANTING CB112399 PRIORITY OVER CA9749054, CA9749055 AND CA9754858

Nature: MORTGAGE
Registration Number: CB1008626
Registration Date and Time: 2023-11-06 10:53
Registered Owner: KINGSETT MORTGAGE CORPORATION INCORPORATION NO. A0081500

Nature: PRIORITY AGREEMENT
Registration Number: CB1008989
Registration Date and Time: 2023-11-06 12:27
Remarks: GRANTING CB1008626 PRIORITY OVER CA9754858

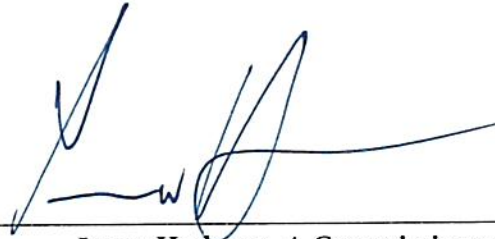
Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1714675
Registration Date and Time: 2024-11-15 11:54
Registered Owner: SUPER SAVE FENCE RENTALS INC.

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is Exhibit "B" referred to in the Affidavit #2
of Daniel Pollack sworn before me at Vancouver, British
Columbia on this 17th day of January, 2025



**Lucas Hodgson, A Commissioner for
Taking Affidavits for the Province of British Columbia**

Business Debtor - "DISTRICT NORTHWEST LIMITED PARTNERSHIP"

Search Date and Time: January 17, 2025 at 9:18:50 am Pacific time
Account Name: OSLER, HOSKIN & HARCOURT LLP
Folio Number: 1260534

TABLE OF CONTENTS

4 Matches in 4 Registrations in Report

Exact Matches: 4 (*)

Total Search Report Pages: 13

	Base Registration	Base Registration Date	Debtor Name	Page
1	334874N	October 28, 2021	* DISTRICT NORTHWEST LIMITED PARTNERSHIP	2
2	563418N	February 28, 2022	* DISTRICT NORTHWEST LIMITED PARTNERSHIP	7
3	599506N	March 16, 2022	* DISTRICT NORTHWEST LIMITED PARTNERSHIP	9
4	614232P	June 20, 2023	* DISTRICT NORTHWEST LIMITED PARTNERSHIP	12

Base Registration Number: 334874N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 28, 2021 at 10:15:40 am Pacific time
Current Expiry Date and Time:	October 28, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 17, 2025 at 9:18:50 am Pacific time)

Secured Party Information

**KINGSETT MORTGAGE
CORPORATION**

Address

3700-40 KING STREET WEST
TORONTO ON
M5H 3Y2 Canada

Debtor Information

**6511 SUSSEX HEIGHTS
DEVELOPMENT LTD**

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND PROPERTIES LTD

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

YING KEI INVESTMENT INC

Address

1530 - 1200 WEST 73RD AVENUE
VANCOUVER BC
V6P 6G5 Canada

TPL-YK GP LTD

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

LUMINA ECLIPSE GP LTD

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

**LUMINA ECLIPSE LIMITED
PARTNERSHIP**

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

BETA VIEW HOMES LTD

Address

SUITE 700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

BETA VIEW HOLDINGS INC

Address

SUITE 700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

THIND, DALJIT

Address

3138 WEST 51ST AVENUE
VANCOUVER BC
V6P 4X2 Canada

Birthdate

January 24, 1965

LIU, RUIQIAN

Address

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 1, 1965

LIU, JUNYI

Address

6698 GRANVILLE STREET
VANCOUVER BC
V6P 4X2 Canada

Birthdate

April 9, 1994

SURREY CENTRE DISTRICT NW GP LTD.

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

DISTRICT NORTHWEST LIMITED PARTNERSHIP

Address

700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

GUARANTEE, ASSIGNMENT, AND POSTPONEMENT OF CLAIM AGAINST MINORU VIEW HOMES LTD., MINORU SQUARE DEVELOPMENT GP LTD., AND MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP IN FAVOUR OF THE SECURED PARTY PROVIDED IN CONNECTION WITH A LOAN SECURED AGAINST THE PROPERTIES MUNICIPALLY KNOWN AS: 5740, 5760 AND 5800 MINORU BOULEVARD, RICHMOND, BRITISH COLUMBIA, AND LEGALLY IDENTIFIED AS (I) PID NO. 003-640-591; LOT 47 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 34383; (II) PID NO. 006-638-741 LOT 26 EXCEPT: EAST 10 FEET, SECTION 5 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 32135; AND (III) PID NO. 017-151-694 LOT A SECTION 5 BLOCK 4 NORTH ,RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN NWP88228 (COLLECTIVELY, THE \PROPERTIES\) AND TO THE BUSINESS CARRIED ON AT THOSE PROPERTIES.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-75/OD)**

Address
3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: March 8, 2022 at 11:57:36 am Pacific time
Registration Number: 582992N
Description:

Debtor Information

SURREY CENTRE DISTRICT NW GP LTD. ADDED	Address 700 - 4211 KINGSWAY BURNABY BC V5H 1Z6 Canada
---	---

DISTRICT NORTHWEST LIMITED PARTNERSHIP ADDED	Address 700 - 4211 KINGSWAY BURNABY BC V5H 1Z6 Canada
--	---

Registering Party Information

BENNETT JONES LLP (O'GRADY/59445-75/OD)	Address 3400-1 FIRST CANADIAN PLACE TORONTO ON M5X 1A4 Canada
--	---

Base Registration Number: 563418N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 28, 2022 at 8:59:29 am Pacific time
Current Expiry Date and Time:	February 28, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 17, 2025 at 9:18:50 am Pacific time)

Secured Party Information

**KINGSETT MORTGAGE
CORPORATION**

Address

3700-40 KING STREET WEST, SCOTIA PLAZA
TORONTO ON
M5H 3Y2 Canada

Debtor Information

105 UNIVERSITY VIEW HOMES LTD.

Address

SUITE 700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

**SURREY CENTRE DISTRICT NW GP
LTD.**

Address

SUITE 215-179 DAVIE STREET
VANCOUVER BC
V6Z 2Y1 Canada

**DISTRICT NORTHWEST LIMITED
PARTNERSHIP**

Address

SUITE 215-179 DAVIE STREET
VANCOUVER BC
V6Z 2Y1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All of the Debtors' present and after-acquired personal property located at, relating to, arising from or used in connection with, or which is necessary to the use and operation of the properties municipally known as 134A Street and University Drive, Surrey, B.C., and legally identified as (i) PID No. 010-049-029, LOT 96 EXCEPT: PART DEDICATED ROAD ON PLAN LMP6507 SEC 22 B5N R2W NWD PLAN 15002; (ii) PID No. 010-049-002, LOT 93 EXCEPT: PART DEDICATED ROAD ON PLAN LMP6507 SEC 22 B5N R2W NWD PLAN 15002; (iii) PID No. 010-465-961, LOT "A" SECTION 22 B5N R2W NWD PLAN 18562; (iv) PID No. 005-084-407, LOT 88 SECTION 22 B5N R2W NWD PLAN 15002; (v) PID No. 010-048-979, LOT 85 SECTION 22 B5N R2W NWD PLAN 15002; (vi) PID No. 000-576-646, LOT 94 SECTION 22 B5N R2W NWD PLAN 15002; (vii) PID No. 004-433-980, LOT 91 SECTION 22 B5N R2W NWD PLAN 15002; (viii) 010-048-995, LOT 90 SECTION 22 B5N R2W NWD PLAN 15002; (ix) 010-048-987, LOT 87 SECTION 22 B5N R2W NWD PLAN 15002; (x) PID No. 001-743-627, LOT 86 SECTION 22 B5N R2W NWD PLAN 15002; (xi) PID No. 010-048-961, LOT 84 EXCEPT: PARCEL "L" (BYLAW PLAN 66874) SEC 22 B5N R2W NWD PLAN 15002; (xii) PID No. 010-048-952, LOT 83 EXCEPT: PARCEL "J" (BYLAW PLAN 66874) SEC 22 B5N R2W NWD PLAN 15002; (xiii) 010-049-011, LOT 95 SECTION 22 B5N R2W NWD PLAN 15002 and all proceeds therefrom.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-61/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

Base Registration Number: 599506N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 16, 2022 at 6:45:11 am Pacific time
Current Expiry Date and Time:	March 16, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 17, 2025 at 9:18:50 am Pacific time)

Secured Party Information

BANK OF MONTREAL/BANQUE DE MONTREAL	Address 250 YONGE STREET, 9TH FLOOR TORONTO ON M5B 2L7 Canada
--	---

Debtor Information

DISTRICT NORTHWEST LIMITED PARTNERSHIP	Address 4211 KINGSWAY BURNABY BC V5H 1Z6 Canada
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Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

F269 Pledge of instrument, assignment of proceeds instrument described

Base Registration General Collateral:

aS

Base Registration General Collateral:

1) Short-Term Investment. Investment act: 0004-9630-775, Amount:

Base Registration General Collateral:

\$4,761,348.00

Base Registration General Collateral:

2) Short-Term Investment. Investment act: 0004-9630-767, Amount:

Base Registration General Collateral:

\$441,970.00

Base Registration General Collateral:

3) Short-Term Investment. Investment act: 0004-9630-759, Amount:

Base Registration General Collateral:

\$107,076.00

Base Registration General Collateral:

including all renewals and replacements thereof, substitutions

Base Registration General Collateral:

therefor accretions thereto and interest, income and money therefrom



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration General Collateral:

and all proceeds thereof and therefrom including accounts.

Original Registering Party

BANK OF MONTREAL/BANQUE DE MONTREAL

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada

Base Registration Number: 614232P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 20, 2023 at 12:43:56 pm Pacific time
Current Expiry Date and Time:	June 20, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 17, 2025 at 9:18:50 am Pacific time)

Secured Party Information

BANK OF MONTREAL/BANQUE DE MONTREAL	Address 250 YONGE STREET, 9TH FLOOR TORONTO ON M5B 2L7 Canada
--	---

Debtor Information

DISTRICT NORTHWEST LIMITED PARTNERSHIP	Address 4211 KINGSWAY SUITE 700 BURNABY BC V5H 1Z6 Canada
---	---

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

LF269 Pledge of instrument, assignment of proceeds instrument described as Guaranteed Investment Certificate account 0006-3688-465 in amount of \$50,000.00 CAD including all renewals and replacements thereof, substitutions therefor accretions thereto and interest, income and money therefrom and all proceeds thereof and therefrom including accounts.

Original Registering Party

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

Business Debtor - "105 UNIVERSITY VIEW HOMES LTD."

Search Date and Time: January 17, 2025 at 9:19:21 am Pacific time
Account Name: OSLER, HOSKIN & HARCOURT LLP
Folio Number: 1260534

TABLE OF CONTENTS

3 Matches in 3 Registrations in Report

Exact Matches: 3 (*)

Total Search Report Pages: 8

	Base Registration	Base Registration Date	Debtor Name	Page
1	646607K	March 23, 2018	* 105 UNIVERSITY VIEW HOMES LTD.	2
2	563418N	February 28, 2022	* 105 UNIVERSITY VIEW HOMES LTD.	5
3	569025N	March 1, 2022	* 105 UNIVERSITY VIEW HOMES LTD.	7

Base Registration Number: 646607K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: March 23, 2018 at 3:52:23 pm Pacific time
Current Expiry Date and Time: March 23, 2028 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of January 17, 2025 at 9:19:21 am Pacific time)

Secured Party Information

BANK OF MONTREAL/BANQUE DE MONTREAL **Address**
250 YONGE STREET
TORONTO ON
M5B 2L7 Canada

Debtor Information

105 UNIVERSITY VIEW HOMES LTD. **Address**
4211 KINGSWAY SUITE 700
BURNABY BC
V5H 1Z6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED AS VARIABLE RATE GUARANTEED INVESTMENT CERTIFICATE (0004-9689-646) IN THE AMOUNT OF 50,000.00 INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS.

Original Registering Party

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

250 YONGE STREET
TORONTO ON
M5B 2L7 Canada

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: January 25, 2023 at 8:28:06 am Pacific time
Registration Number: 319690P
Registration Life: 5 Years
New Expiration Date and Time: March 23, 2028 at 11:59:59 pm Pacific time

Registering Party Information

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

Base Registration Number: 563418N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 28, 2022 at 8:59:29 am Pacific time
Current Expiry Date and Time:	February 28, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 17, 2025 at 9:19:21 am Pacific time)

Secured Party Information

**KINGSETT MORTGAGE
CORPORATION**

Address

3700-40 KING STREET WEST, SCOTIA PLAZA
TORONTO ON
M5H 3Y2 Canada

Debtor Information

105 UNIVERSITY VIEW HOMES LTD.

Address

SUITE 700 - 4211 KINGSWAY
BURNABY BC
V5H 1Z6 Canada

**SURREY CENTRE DISTRICT NW GP
LTD.**

Address

SUITE 215-179 DAVIE STREET
VANCOUVER BC
V6Z 2Y1 Canada

**DISTRICT NORTHWEST LIMITED
PARTNERSHIP**

Address

SUITE 215-179 DAVIE STREET
VANCOUVER BC
V6Z 2Y1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All of the Debtors' present and after-acquired personal property located at, relating to, arising from or used in connection with, or which is necessary to the use and operation of the properties municipally known as 134A Street and University Drive, Surrey, B.C., and legally identified as (i) PID No. 010-049-029, LOT 96 EXCEPT: PART DEDICATED ROAD ON PLAN LMP6507 SEC 22 B5N R2W NWD PLAN 15002; (ii) PID No. 010-049-002, LOT 93 EXCEPT: PART DEDICATED ROAD ON PLAN LMP6507 SEC 22 B5N R2W NWD PLAN 15002; (iii) PID No. 010-465-961, LOT "A" SECTION 22 B5N R2W NWD PLAN 18562; (iv) PID No. 005-084-407, LOT 88 SECTION 22 B5N R2W NWD PLAN 15002; (v) PID No. 010-048-979, LOT 85 SECTION 22 B5N R2W NWD PLAN 15002; (vi) PID No. 000-576-646, LOT 94 SECTION 22 B5N R2W NWD PLAN 15002; (vii) PID No. 004-433-980, LOT 91 SECTION 22 B5N R2W NWD PLAN 15002; (viii) 010-048-995, LOT 90 SECTION 22 B5N R2W NWD PLAN 15002; (ix) 010-048-987, LOT 87 SECTION 22 B5N R2W NWD PLAN 15002; (x) PID No. 001-743-627, LOT 86 SECTION 22 B5N R2W NWD PLAN 15002; (xi) PID No. 010-048-961, LOT 84 EXCEPT: PARCEL "L" (BYLAW PLAN 66874) SEC 22 B5N R2W NWD PLAN 15002; (xii) PID No. 010-048-952, LOT 83 EXCEPT: PARCEL "J" (BYLAW PLAN 66874) SEC 22 B5N R2W NWD PLAN 15002; (xiii) 010-049-011, LOT 95 SECTION 22 B5N R2W NWD PLAN 15002 and all proceeds therefrom.

Original Registering Party

**BENNETT JONES LLP
(O'GRADY/59445-61/OD)**

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

Base Registration Number: 569025N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 1, 2022 at 5:19:06 pm Pacific time
Current Expiry Date and Time:	March 1, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 17, 2025 at 9:19:21 am Pacific time)

Secured Party Information

R.A.R. CONSULTANTS LTD. **Address**
1096 WEST 10TH AVENUE
VANCOUVER BC
V6H 1H8 Canada

IHI DEVELOPMENTS LTD. **Address**
1096 WEST 10TH AVENUE
VANCOUVER BC
V6H 1H8 Canada

GARMECO CANADA CONSULTANTS LTD. **Address**
1096 WEST 10TH AVENUE
VANCOUVER BC
V6H 1H8 Canada

IHI HOLDINGS LTD. **Address**
1096 WEST 10TH AVENUE
VANCOUVER BC
V6H 1H8 Canada

Debtor Information

105 UNIVERSITY VIEW HOMES LTD. **Address**
700 - 4211 KINGSWAY
VANCOUVER BC
V5H 1Z6 Canada

Vehicle Collateral

None

General Collateral

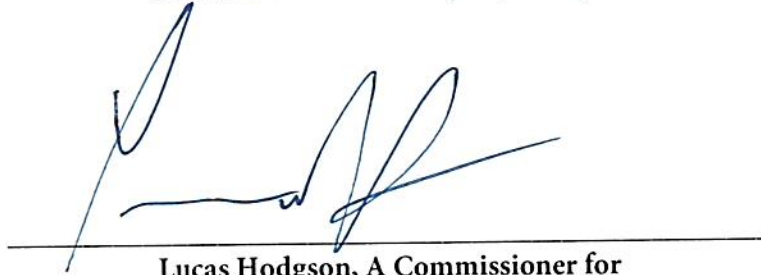
Base Registration General Collateral:

All present and after-acquired personal property of the Debtor.

Original Registering Party

WEBSTER HUDSON & COOMBE LLP **Address**
SUITE 510 1040 WEST GEORGIA STREET
VANCOUVER BC
V6E 4H1 Canada

This is Exhibit "C" referred to in the Affidavit #2
of Daniel Pollack sworn before me at Vancouver, British
Columbia on this 17th day of January, 2025

A handwritten signature in blue ink, appearing to read 'L. Hodgson', is written over a horizontal line.

**Lucas Hodgson, A Commissioner for
Taking Affidavits for the Province of British Columbia**

January 7, 2025

MORTGAGE LOAN FULL DISCHARGE STATEMENT - LEGAL PURPOSES

District Northwest Limited Partnership
 c/o Abacus North Capital
 1260 Hamilton St.
 Lower level
 Vancouver, BC V6B 2S8

Mortgage No.:	In5313	Borrower:	District Northwest Limited Partnership
Payout Date:	January 6, 2025	Project/Loan Name:	District Northwest 2
Maturity Date:	April 1, 2024	Property Address:	13416-13437 105A Avenue, 10501-10537 134A Street and 10492-10536 University Drive Surrey, BC
Interest Rate Type:	Variable	Variable Rate Spread:	7.04%
Floor Rate (if applicable):	9.49%	Prime Rate:	5.45%
		Payment Type:	Interest Only
		Variable Interest Rate:	12.49%

The total balance outstanding under the above noted mortgage loan is detailed below:

Date of Last Payment*		April 1, 2024
Outstanding Principal Balance as at Date of Last Payment:		\$ 79,932,938.26
Outstanding Interest (April):	April 1, 2024 to April 30, 2024	\$ 935,304.66
Outstanding Interest (May):	May 1, 2024 to May 31, 2024	\$ 966,481.48
Outstanding Interest (June):	June 1, 2024 to June 30, 2024	\$ 921,621.01
Outstanding Interest (July):	July 1, 2024 to July 31, 2024	\$ 945,682.34
Outstanding Interest (August):	August 1, 2024 to August 31, 2024	\$ 932,546.03
Outstanding Interest (September):	September 1, 2024 to September 30, 2024	\$ 888,232.91
Outstanding Interest (October):	October 1, 2024 to October 31, 2024	\$ 906,820.78
Outstanding Interest (November):	November 1, 2024 to November 30, 2024	\$ 853,246.42
Outstanding Interest (December):	December 1, 2024 to December 31, 2024	\$ 859,968.92
Accrued Interest:	January 1, 2025 to January 6, 2025	\$ 136,761.97
Late Interest Charges:		\$ 399,626.12
Bennett Jones invoice paid by KingSett:		\$ 1,389.29
Discharge Fee:		\$ 1,000.00
Total Amount Required for Full Discharge on Payout Date by 1:00 PM EST *:		\$ 88,681,620.18
	Interest Per Diem:	\$ 30,293.47

Notes:

Fees and expenses may continue to be incurred and may be subject to change. Any such fees and expenses are the sole responsibility of the borrower.

*The total amount including any applicable per diem must be received in order to obtain a full discharge of the mortgage

This statement has been prepared on the assumption that all payments up to and including the Payout Date have been made and honoured and on the assumption that no further advances or repayments through to the Payout Date have been or will be made.
 If the above noted loan has a variable rate, any rate changes occurring prior to the Payout Date will require a new statement to be issued.
 Funds received after **1:00 PM EST** shall be deemed to be made and received on the next business day and additional per diem to the next business day will be deemed earned.


Certified funds are to be delivered by EFT, direct deposit or bank draft to the following account including the reference particulars noted below:

Beneficiary:	KingSett Mortgage Corporation	Scotia Plaza, 40 King Street West, Suite 3700, PO Box 110, Toronto, ON M5H 3Y2			
Bank:	Royal Bank of Canada	200 Bay Street, Main Floor, Toronto, ON M5J 2J5			
Transit No:	00002	Account No:	115-548-0	Bank No:	00003
Reference:	ID: In5313	District Northwest 2		SWIFT:	ROYCCAT2

This statement is only valid up to: **February 1, 2025** Repayments received after this date will require a new statement. **E & O.E.**

Authorization:


 Tanya Lee - Executive Director, Mortgage Operations


 Daniel Pollack (Jan 7, 2025 21:01 EST)
 Daniel Pollack - Executive Director, Loans and Portfolio Management

This is Exhibit "D" referred to in the Affidavit #2
of Daniel Pollack sworn before me at Vancouver, British
Columbia on this 17th day of January, 2025

A handwritten signature in blue ink, appearing to read 'L. Hodgson', written over a horizontal line.

**Lucas Hodgson, A Commissioner for
Taking Affidavits for the Province of British Columbia**



No. S-246994
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

**DISTRICT NORTHWEST LIMITED PARTNERSHIP
AND
105 UNIVERSITY VIEW HOMES LTD.**

RESPONDENTS

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

**IN THE MATTER OF THE RECEIVERSHIP OF
DISTRICT NORTHWEST LIMITED PARTNERSHIP
AND 105 UNIVERSITY VIEW HOMES LTD.**

ORDER MADE AFTER APPLICATION

BEFORE } THE HONOURABLE JUSTICE MASUHARA } 2024/11/08

ON THE APPLICATION of the Petitioner for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BLA**") 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 Receiver (in such capacity, the "**Receiver**"), without security, of property located at LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP111526, PID: 031-746-667 (the "**Lands**") and all right, title and interest of 105 University View Homes Ltd. (the "**Nominee**") and District Northwest

Limited Partnership (the “LP”, together with the Nominee, the “Debtors”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including all proceeds, coming on for hearing this day at 800 Smithe Street, Vancouver, British Columbia.

AND ON READING Affidavit #1 of Daniel Pollack made October 9, 2024, and the consent of KSV to act as the Receiver; AND ON HEARING Emma Newbery, 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 *BIA* and Section 39 of the *LEA*, KSV is appointed Receiver, without security, of the Lands and all right, title and interest of the Nominee 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.

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, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, 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;
- (k) on or after January 18, 2025, 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) on or after January 18, 2025, 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) on or after January 18, 2025, 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 *BIA*, 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 its appointment or the carrying out the provisions of this Order, save and except:

- (a) any gross negligence or wilful misconduct on its 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 \$250,000 (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*.

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 at: <https://www.ksvadvisory.com/experience/case/dnw> (the "**Website**") 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

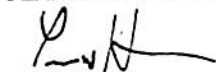
34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
35. The Receiver 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:

Lucas
Hodgson
for:



Signature of Emma Newbery, lawyer for the
Petitioner




BY THE COURT

DISTRICT REGISTRAR



SCHEDULE "A"
Appearance List

NAME	APPEARING FOR
Emma Newbery Lucas Hodgson	KingSett Mortgage Corporation
David Gruber	KSV Restructuring Inc.
Richard Pearce	R.A.R. Consultants Ltd. Garneco Canada Consultants Ltd. IHI Developments Ltd. IHI Holdings Ltd.
Dan Nugent Ryan Shaw	District Northwest Limited Partnership 105 University View Homes Ltd.

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____
AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the Receiver (the "Receiver") of all of right, title and interest of DISTRICT NORTHWEST LIMITED PARTNERSHIP and 105 UNIVERSITY VIEW HOMES LTD. in all presently owned or held personal property of whatsoever nature and kind pertaining to the property located at LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP111526, PID: 031-746-667 (the "Property"), (collectively, the "Property"), including all proceeds, appointed by Order of the Supreme Court of British Columbia (the "Court") dated the _____ day of _____, 2024 (the "Order") made in SCBC Action No. _____, Vancouver Registry has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ 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 _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ 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 _____.
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], 2024.

KSV Restructuring Inc., solely in its capacity
as Receiver of the Property, and not in its
personal 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: buttery@osler.com, enewbery@osler.com, lhodgson@osler.com

AND TO: KSV Restructuring Inc.
c/o Bennett Jones LLP
Attention: Sean Zweig, David Gruber and Andrew Froh
Email: zweigs@bennettjones.com, gruberd@bennettjones.com,
froha@bennettjones.com

Re: In the matter of the Receivership of DISTRICT NORTHWEST LIMITED PARTNERSHIP and 105 UNIVERSITY VIEW HOMES LTD.

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: _____

Creditor's Contact Phone Number: _____