



This is the 1st Affidavit of
Daljit Thind made in this action
on 7/NOV/2024

No. VLC-S-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

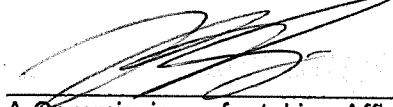
I, Daljit Thind, businessman, of 700 - 4211 Kingsway, in the City of Burnaby, Province of British Columbia, V5H 1Z6, MAKE OATH AND SAY AS FOLLOWS:

1. I am a director of the respondent, 105 University View Homes Ltd. (the "Nominee"), in this proceeding and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where such facts and matters are stated to be made upon information and belief, and as to such facts and matters I verily believe them to be true.
2. The respondent, District Northwest Limited Partnership (the "Partnership"), is the beneficial owner of the lands located at 13438 105A Avenue, Surrey, British Columbia, legally described as Lot A Section 22 Block 5 North Range 2 West New Westminster Land District Plan EPP111526 (Parcel Identifier: 031-746-667) (the "Property"). The Nominee is the registered owner of the Property.
3. The respondents are opposed to the appointment of a receiver as such appointment will wipe out all of the Partnership's equity in the Property and result in a realization that will in all likelihood see no return paid to subordinate mortgage holders.
4. The Property has gone through the rezoning and development phase to the point where the respondents have paid approximately \$26.1 million in development permit and associated municipal fees and are poised to proceed with construction of a mixed-use development project consisting of two towers with 1,023 units known as District Northwest (the "Project"). A stage 1 building permit was issued for excavation and shoring work on or about December 21, 2022 and was extended on October 21, 2024. A full building permit is expected to be issued before the end of 2024.

5. The respondents commenced marketing the sale of residential units on or about December 21, 2021 and to date approximately 90% of such units have been pre-sold (collectively, the "Pre-Sold Units") with contractual deposits in an aggregate amount of approximately \$78,777,703.65, together with interest, held in trust by Richards Buell Sutton LLP ("RBS"), the respondents' legal counsel.
6. Despite the delay to the start of construction, I do not believe the deposits for the Pre-Sold Units are at risk as they were sold at a price that is below current market value.
7. On or about November 3, 2023, the petitioner's representative, Justin Walton, assured me that the petitioner would provide construction financing for the Project. At the time the subordinate mortgage holder agreed to enter into priority agreements in favour of the petitioner in or around March 2022 and November 2023, I understood the petitioner would still be providing construction financing. The petitioner delivered a letter of intent and subsequently a construction commitment letter to confirm its intended commitment to finance construction. Attached and marked as **Exhibit "A"** are true copies of the petitioner's letter of intent dated November 10, 2022, and construction commitment letter dated December 16, 2022.
8. In or about March 3, 2024, Mr. Walton advised me that the petitioner would not provide construction financing for the Project, citing the petitioner's overall exposure to my company, Thind Properties Ltd. ("Thind"). The petitioner's failure to follow through on its commitment has forced the respondents to search for alternative joint venture partners resulting in the accrual of significant interest charges and the partial erosion of the respondents' equity in the Project.
9. The completed construction Project will see the petitioner paid back in full along with the subordinate mortgage holders.
10. The intrinsic value of the Project is well in excess of the debt owed to the petitioner. At this critical juncture, the respondents need additional time to secure new joint venture partners as discussed below. The value/opportunity for the respondents will be lost with the appointment of a receiver.
11. The respondents are currently in discussions with a third party joint venture partner (the "JV Partner"), the details of which the petitioner is aware of, which will either come to fruition and see a payout to the petitioner by the middle of January 2025 or will not proceed at all. Thind and the JV Partner are close to reaching agreement on a letter of intent (the "LOI") that will provide for an exclusive dealings period to January 15, 2025, during which time the JV Partner will have the opportunity to conduct due diligence and the parties the opportunity to come to terms on a definitive agreement. The petitioner is aware of and is involved in the discussions with the JV Partner and the petitioner has indicated its commitment to finance construction of the Project if an agreement is reached between the respondents and the JV Partner. Attached and marked as **Exhibit "B"** is a true copy of a redacted version of the LOI, along with email correspondence between RBS and Fasken Martineau DuMoulin LLP, legal counsel for the JV Partner, regarding the LOI.
12. The respondents will not oppose the appointment of a receiver if the agreement with the JV Partner is not in place by January 22, 2025.
13. As additional security/comfort to the petitioner, Thind completed an assignment of its financial interest in three other projects (Highline in Burnaby, Minoru in Richmond, and

Eclipse (Tower C) in Burnaby) that the petitioner has financed. The latter project, Eclipse (Tower C), is approximately 95% complete, with an occupancy permit expected in Q1 of 2025. The proceeds of sale from the units sold at Eclipse totaling approximately \$144 million (net) will be paid to the petitioner and reduce its loan exposure on the within loan. Attached and marked as **Exhibit "C"** is a true copy of the assignment of cash distributions agreement between Thind and Kingsett Mortgage Corporation dated February 24, 2022.

SWORN BEFORE ME at the City of
Vancouver, in the Province of British
Columbia, the 7th day of November, 2024.



A Commissioner for taking Affidavits within
British Columbia

Brendan J. Sallis
Commissioner for Taking
Affidavits in and for the
Province of British Columbia
expiry April 30, 2027



DALJIT THIND

This is Exhibit " A " referred to in the
affidavit of Daljit Thind
made before me on November 7, 2024



A Commissioner for taking Affidavits within
British Columbia

Brendan J. Sallis

Commissioner for Taking
Affidavits in and for the
Province of British Columbia

expiry April 30, 2027



November 10, 2022

**Re: Construction financing for District Northwest in Surrey, BC
c/o Sam Perera**

Dear Sam:

We are pleased to provide this letter of interest for financing subject to the following terms and conditions. This letter is provided for discussion purposes only and does not represent a commitment on behalf of the Lender to provide the proposed financing to the Borrower.

Project	Construction of a condominium project with 1,023 units spread over 2 towers located at University Drive & 134A Street, Surrey, BC.	
Lender	KingSett Mortgage Corporation	
Borrower	District Northwest Limited Partnership	
Nominee	105 University View Homes Ltd.	
Guarantors	Daljit Thind and Thind Properties Ltd.	
Loan	First Mortgage	\$420,000,000 Non-Revolving Demand Loan (inclusive of \$70,000,000 Interest Reserve)
Interest	First Mortgage	Greater of Prime + 3.30% and 9.25%
Lender's Fee	1.25% payable at initial advance.	
Good Faith Deposit	\$350,000 with this letter to be used to pay costs incurred by the Lender, if any, with the balance to be credited to the Lender's Fee. Should the Lender deliver a commitment letter to the Borrower on similar terms to this letter of interest and the Borrower elect not to draw down the Loan, the Lender shall keep the Good Faith Deposit.	
Interest Reserve	Provided the Loan is not in default, monthly interest shall be capitalized to the outstanding principal balance of the Loan until the earlier of repayment of the Loan in full, or the capitalization of a total of \$70,000,000 of monthly interest payments to the Loan. Upon default or upon full utilization of the Interest Reserve, the Borrower shall be required to make monthly interest payments from its own financial resources and not from Interest Reserve.	
Term	60 months	
Amortization	N/A	
Prepayment	Closed for prepayment.	
Extensions	Two 6-month extensions upon receipt of a fee equivalent to 0.25% of the Authorized Loan Amount at time of extension.	
Partial Discharges	Permitted upon receipt of 100% of net sale proceeds at a minimum price per the Sales Schedule to be applied towards the repayment of the subject loan. Lender will charge an administration fee of \$500 for each partial discharge of its mortgage and other security.	
Project Monitor	BTY or another Project Monitor satisfactory to the Lender.	

**Permitted
Encumbrances**

Permitted encumbrances as noted below. No further prior or subsequent encumbrances permitted.

Project Budget

Uses of Funds	Total	Per Unit	Per BSF
Land Costs	35,000,000	34,213	48
Hard Costs	320,000,000	312,805	440
Soft Costs	20,836,771	20,368	29
DCs and Levies	55,871,000	54,615	77
DM Fees	1,500,000	1,466	2
Marketing & Commissions	19,544,109	19,105	27
Financing Costs	77,429,625	75,689	106
Contingency	18,078,000	17,672	25
Total Uses of Funds	\$ 548,259,505	\$ 535,933	\$ 753

Sources of Funds	Total	Per Unit	Per BSF
Total First Mortgage	\$ 420,000,000	\$ 410,557	\$ 577
Subordinate Debt	\$ 40,000,000	39,101	55
Purchaser Deposits	70,228,854	68,650	96
Equity	18,030,651	17,625	25
Total Sources of Funds	\$ 548,259,505	\$ 535,933	\$ 753

*Note: The amount of Subordinate Debt shown above does not include accrued interest. Financing Costs also do not include interest for Subordinate Debt.

The Borrower and/or Guarantor shall be required to finance any Project Budget overruns from their own financial resources. Any increases to Purchaser Deposits used as a source of financing shall reduce the Loan dollar for dollar.

Security

The Loan shall be secured by the following security which, prior to the advance under the Loan, shall be delivered by the Borrower to the Lender in form, scope and substance satisfactory to the Lender and its legal counsel.

- 1) \$525,000,000 First Mortgage on the Project;
- 2) General Security Agreement;
- 3) Guarantees including Project completion and cost overrun;
- 4) Cross collateralization of subject loan with loans on Highline, Brentwood Tower C and Minoru;
- 5) Postponement of shareholder and credit claims against the Borrower;
- 6) General Assignment of Rents & Leases and all current and future material contracts;
- 7) General Assignment of agreements of purchase and sale;
- 8) Assignment of Borrower's condominium voting rights;
- 9) Indemnification Agreement in respect to any Letters of Credit, if applicable;
- 10) Assignment or charge over the cash, term deposit or GIC securing any Letters of Credit, if applicable;
- 11) Environmental Indemnity;
- 12) Assignment of Insurance;
- 13) Priority and standstill agreement from the Permitted Encumbrances, if applicable;
- 14) Hypothecation and Pledge of all shares/units of the Borrower;
- 15) Other security typical of a transaction of this nature deemed necessary by the Lender.

**Conditions
Precedent**

The initial advance of the Loan is subject to the following conditions precedent being met to the Lender's satisfaction in its unfettered discretion.

- 1) Due diligence on Project, ownership status, Borrower and Guarantors;
- 2) Property inspection by the Lender;
- 3) Financial statements for the Borrower and corporate Guarantors for the last 2 years;
- 4) Current dated net worth statement for the personal Guarantors;
- 5) Agreement of Purchase and Sale of the Project lands;

- 6) Updated sales list showing all sold and unsold units which shall include unit number, sale price, unit size, date of sale, purchaser name and address and deposit schedule for each of the Project, Highline, Brentwood Tower C and Minoru;
- 7) Firm and binding purchase and sale agreements evidencing the following number and dollar amounts of Qualified Presales:
 - a. District NW (Project): 809 Qualified Presales generating total gross sale proceeds not less than \$468,192,363;
 - b. Highline: 221 Qualified Presales generating total gross sale proceeds not less than \$173,542,201;
 - c. Brentwood Tower C: 186 Qualified Presales generating total gross sale proceeds not less than \$140,745,551.

Qualified Presales are defined as follows: (i) Arm's length purchaser supported by mortgage preapproval; (ii) Sale price not less than minimum sale price per Sales Schedule; and (iii) Contracted deposits of not less than 15%.

Any shortfall in the above noted pre-sales can be offset by additional borrower equity.

- 8) Evidence to the Lender's satisfaction of substantial completion of Highline;
- 9) Appraisal report with reliance letter;
- 10) Environmental site assessment report with reliance letter;
- 11) Geotechnical soil report with reliance letter;
- 12) Preliminary review prepared by the Project Monitor confirming the reasonableness of the Project Budget;
- 13) 75% of the hard cost budget to be supported by fixed price contracts;
- 14) Evidence confirming zoning, development permit and building permit availability permitting construction of the Project;
- 15) Insurance review by Risk Review Inc.;
- 16) Syndication by the Lender of the Loan;
- 17) Completion of the Lender's ESG Survey;
- 18) Approval of subject Loan by the Lender's investment committee and board of directors;
- 19) Other conditions precedent deemed appropriate by the Lender for property of this nature.

Availability

Funds to be advanced on a work in place and cost to complete basis against monthly draw requests with the exception of the interest reserve subject to satisfaction of the Conditions Precedent and supported by a recent Project Monitor report.

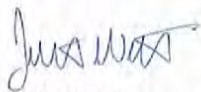
Transaction Expenses

Borrower to pay all transaction expenses related to this Loan including, without limitation, the Lender's site inspection costs, legal fees and disbursements.

If you are in agreement with the foregoing terms and conditions, please indicate so by signing and returning a copy of this letter of interest together with the Good Faith Deposit payable to **KingSett Mortgage Corporation** on or before **November 17, 2022** failing which this letter shall, at the Lender's option, be deemed null and void and of no further effect.

Yours truly,

KingSett Mortgage Corporation



Justin Walton
Managing Director, Mortgage Investments



Naser Sultani
Associate, Mortgage Investments

ACKNOWLEDGEMENT

Acknowledged and agreed this _____ day of _____, 2022.

BORROWER:

Surrey Centre District NW GP Ltd., in its capacity as general partner for and on behalf of District Northwest LP

NOMINEE:

105 University View Homes Ltd.

Name:
Title:
I/we have authority to bind the Corporation

Name:
Title:
I/we have authority to bind the Corporation

GUARANTORS:

Daljit Thind

WITNESS

Name:

Name:

Thind Properties Ltd.

Per:

Name:
Title:
I/we have authority to bind the Corporation

ESG SURVEY

KingSett Mortgage Investments - ESG Survey – New Mid / High Rise Building

KingSett Capital is committed to integrating best-in-class ESG practices throughout all its investment vehicles. We kindly ask that you complete this questionnaire so that we can track the Environmental, Social and Governance performance of the mortgage investments managed by KingSett Mortgage Corporation.

Date:
Borrower Name:
Property Address:
Completed By:

Please identify any of the following ESG initiatives that apply to your organization and/or the property being financed.

General	Does your organization have an ESG strategy or annual report? If yes, where can we find more information? _____
Environmental Initiatives (please select all that apply to the property being financed)	<input type="checkbox"/> Green building certifications (ex. LEED, BOMA, WELL, TGS Tier 2) _____ <input type="checkbox"/> On-site clean or renewable energy generation or storage (ex. solar, geothermal) <input type="checkbox"/> Stormwater management system (in excess of minimum requirements) <input type="checkbox"/> High performance envelope (ex. triple glazing) <input type="checkbox"/> Does the building connect into a district energy system (ex Enwave, Surrey City Energy) <input type="checkbox"/> Sustainable Building materials (ex Mass timber) <input type="checkbox"/> Green roof, cool roof or green wall <input type="checkbox"/> Electric vehicle chargers on site <input type="checkbox"/> High-efficiency appliances or fixtures (Energy Star) <input type="checkbox"/> Graywater reuse system or rainwater harvesting system. <input type="checkbox"/> Water efficient fixtures <input type="checkbox"/> Drought tolerant plants to reduce irrigation demand <input type="checkbox"/> Construction and demolition waste management (ex recycling metals, drywall, cardboard) <input type="checkbox"/> Are carbon offsets purchased to offset embodied or operational carbon? <input type="checkbox"/> Other _____
Social Impact	<input type="checkbox"/> Does the project create or preserve any affordable housing units? Number of units _____ <input type="checkbox"/> Is there any community space (ex. daycare, arts & culture) in the property? Sq. ft. _____ <input type="checkbox"/> Tenant wellness or community focused programs <input type="checkbox"/> Indoor air quality management <input type="checkbox"/> Other _____
Governance	<input type="checkbox"/> Is your organization a signatory to PRI? <input type="checkbox"/> Does your organization have an ESG strategy or annual report? <input type="checkbox"/> Does your organization have a code of ethics? <input type="checkbox"/> Does your organization have ESG performance targets (ex. emissions reduction, diversity targets)? <input type="checkbox"/> Does your organization have any responsible hiring or contracting policies in place? <input type="checkbox"/> Other _____

Please tell us about any other ESG initiatives not highlighted above:



December 16, 2022

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

Attention: Sam Perera

Re: First mortgage construction financing of District Northwest

A. LOAN TERMS

The Lender is pleased to offer a 1st Mortgage, non-revolving demand loan (the "**Loan**") in connection with the above noted matter, subject to the terms and conditions as described herein and within the Schedules attached hereto (the "**Commitment Letter**").

1. **Property:** A mixed-use development project on a 2.43-acre site consisting of two towers with 1,023 for-sale residential condominium units for a total net saleable area of +/- 583,724 sf, +/- 5,067 sf net leasable area of daycare space and five levels of underground parking with 754 stalls located at 13416 – 13437 105A Avenue, 10501 – 10537 134A Street and 10492 – 10536 University Drive, Surrey, BC (collectively, the "**Property**" or the "**Project**").
2. **Collateral Properties:**
 - (a) "**Highline**", a 48-storey mixed-use building consisting of 327 residential condominium units and 74,309 sf of office condo space located at 6525, 6559 and 6585 Sussex Avenue, Burnaby, BC;
 - (b) "**Brentwood Tower C**", a 34-storey residential condo building consisting of 329 units located at 2381 Beta Avenue, Burnaby, BC; and
 - (c) "**Minoru**", a land site with a proposed mixed-use development project consisting of 3 for-sale condo towers (227,000 sf NSA), an affordable housing podium (66,000 sf NLA) and an office tower (160,000 sf NLA + 6,000 sf NLA to be donated), as well as retail (22,000 sf NLA) located at 5740, 5760 and 5800 Minoru Boulevard, Richmond, BC.

(collectively, the "**Collateral Properties**")
3. **Lender:** KingSett Mortgage Corporation (the "**Lender**").
4. **Borrower:** District Northwest Limited Partnership (the "**Borrower**").
5. **Nominee:** 105 University View Homes Ltd. (the "**Nominee**").

6. **Guarantor:** Daljit Thind and Thind Properties Ltd. (collectively, the "Guarantor").
7. **Loan Amount:** \$420,000,000 (the "Loan Amount").
8. **Interest Rate:** Prime Rate + 3.30% (floor rate of 9.25%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgment with respect to the Loan for each and every month of the Term (as such Term may be extended in accordance with this Commitment Letter), save and except for the last month of the Term, and 15.25% per annum for the last month of the Term and each and every month thereafter (as applicable, the "Interest Rate"), provided that "Prime Rate" shall mean, for any day, the rate of interest per annum established and published from time to time by Royal Bank of Canada as the reference rate of interest for the determination of interest rates charged to its customers of varying degrees of creditworthiness in Canada for Canadian Dollar demand loans in Toronto, Ontario.
9. **Amortization:** Not applicable; monthly interest payments only.
10. **Lender's Fee:** \$5,250,000 (1.25% of the Loan Amount) non-refundable lender's fee (the "Lender's Fee") earned by the Lender upon the Borrower's execution of this Commitment Letter and payable by the Borrower to the Lender at the time of the initial advance of the Loan. The Lender shall deduct the Lender's Fee, adjusted to reflect any credit for the remaining Good Faith Deposit, from the proceeds of the initial advance of the Loan.
11. **Term:** Any portion of the Loan Amount outstanding at any time is repayable on demand by the Lender, however, without prejudice to the right of the Lender to demand payment at any time and for any reason whatsoever, 61 months (the "Term") after the first calendar day of the month next following the date of the initial advance of the Loan (the "Interest Adjustment Date"), as may be extended in accordance with this Commitment Letter. The principal balance of the Loan outstanding on the last day of the Term (the "Maturity Date") together with all accrued and unpaid interest thereon and all other costs secured by the Security is repayable in full on the Maturity Date together with all accrued and unpaid interest, costs, fees and any other amount secured by the Security.
12. **Extension Option:** Provided that no Event of Default as defined in the Mortgage and referred to in this Commitment Letter as an "Event of Default" has occurred which is continuing and subject to the consent of the Lender, in its sole, absolute and unfettered discretion, the Lender shall permit an extension of the Term by two extensions of six months each to the Maturity Date (each an "Extension Option"). The exercise of each Extension Option is subject to delivery of a written request from the Borrower to the Lender at least 30 days prior to the Maturity Date and payment of the Extension Fee.
13. **Extension Fee:** \$1,050,000 (0.25% of the Loan Amount) extension fee earned by the Lender upon the exercise of each Extension Option (the "Extension Fee") and payable on or before the date which is ten days prior to the Maturity Date. Should any Extension Option not be granted by the Lender, the Lender will return the applicable Extension Fee to the Borrower, if applicable.

14. **Monthly Payments:** Monthly payments of interest only are required to be made by the Borrower to the Lender in connection with the Loan at the Interest Rate and subject to the Interest Reserve provisions of this Commitment Letter (the "**Monthly Payments**"). Monthly Payments are to be made on the first calendar day of every month commencing on the Interest Adjustment Date until the principal balance of the Loan outstanding together with all accrued and unpaid interest thereon and all other costs secured by the Security is repaid in full. Non-Sufficient Fund payments will be subject to an administration fee of \$500.

15. **Interest Reserve:** Provided an Event of Default has not occurred which is continuing, monthly interest shall be capitalized to the outstanding principal balance of the Loan until the earlier of repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest thereon and all other costs secured by the Security in full or the capitalization of a total of \$70,000,000 (the "**Interest Reserve**"). At such time as the Loan is in default or upon full utilization of the Interest Reserve, the Borrower shall be required to make Monthly Payments from its own financial resources and not from the Interest Reserve.

16. **Sources and Uses:**

Sources	\$	Uses	\$
KingSett 1st Mortgage	\$420,000,000	Land Costs	\$53,000,000
Subordinate Debt	40,000,000	Hard Costs	311,700,000
Purchaser Deposits	70,000,000	Soft Costs	20,836,771
Cash Equity	30,000,000	DCs and Levies	55,871,000
		DM Fees	1,500,000
		Marketing & Comm.	19,544,109
		Financing Costs	78,382,500
		Contingency	19,165,620
TOTAL	\$560,000,000	TOTAL	\$560,000,000

17. **Project Budget:** See Schedule H (the "**Project Budget**"). For greater certainty, the Lender approved Project Budget shall be no greater than \$560,000,000. The Project Budget may be amended or modified from time to time subject to the prior written consent of the Lender. Consent to increase the Project Budget may be unreasonably withheld, delayed and/or conditioned by the Lender unless 100% of the Project Budget increase is forthwith funded by additional cash equity injected into the Project by the Borrower.

18. **Project Monitor:** An independent project monitor acceptable to the Lender shall have been engaged to act on behalf of the Lender throughout the duration of the Project at the Borrower's expense. The Lender's project monitor shall be BTY (the "**Project Monitor**"). The scope of the Project Monitor's mandate is outlined in Schedule C). The Lender shall have the right to expand or vary the scope of the Project Monitor or to replace the Project Monitor at any time, in its discretion, acting reasonably.

19. **Minimum Project Equity:** The Borrower shall maintain a minimum cash equity position of \$30,000,000 in the Project until the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security is repaid in full (the "**Minimum Project Equity**").
20. **Prepayment:** This Loan is closed for prepayment from the date of the initial advance of the Loan until the date which is 60 months after the Interest Adjustment Date. The Loan will be open thereafter for prepayment, in whole but not in part, without penalty subject to a minimum of 30 days prior written notice to the Lender.
21. **Approval of Sale Documents:** The Borrower shall provide the Lender with
- (a) **Approved Sales.** a spreadsheet, certified by a senior officer of the Borrower, setting out the details of each purchase approved by the Borrower in respect of a sale of a unit in the Project (each a "**Unit**"); and
 - (b) **Statements of Adjustment.** no later than five days prior to the closing date for the sale of a Unit, an executed copy of the final vendor's statement of adjustments for such Unit. Prior to the closing date for the sale of such Unit the Lender may provide the Borrower with written notice that it does not approve the vendor's statement of adjustments and setting out the Lender's determination of the amount of the Net Closing Proceeds that it requires to be paid by the Borrower in order for the Lender to deliver a partial discharge of the Security encumbering such Unit in accordance with Section A.22.
22. **Partial Discharge:** Provided that no Event of Default has occurred which is continuing, the Lender will provide the Borrower with partial real and personal property discharges of the Security on a per Unit basis upon receipt of the net closing proceeds for each Unit (the "**Net Closing Proceeds**") calculated as the greater of:
- (a) the actual gross unit selling price net of applicable sales tax including parking, storage, recoveries, or any associated upgrade revenue for such Unit; and
 - (b) the Lender's minimum discharge amount as set forth on the Sales List in Schedule I attached hereto for such Unit,
- Less the aggregate of*
- (a) purchaser deposits used in the Project allocated to such Unit;
 - (b) reasonable closing costs, approved legal fees, reasonable arm's length realty commissions, and any other reasonable closing adjustments for the sale of a unit similar to such Unit, which aggregate amount shall not to exceed 2.0% of such Unit's gross selling price; and
 - (c) any builder's lien holdbacks required by applicable law, which holdback funds are to be held in trust by the Borrower's solicitors and paid to the Mortgagee forthwith upon the expiry of the applicable lien holdback period to the extent that any amounts remain unpaid hereunder and to the extent that such holdback funds are not required by applicable law to discharge builder's liens registered against title to such Unit.

A partial discharge fee of \$500 per discharged unit shall be deemed earned by the Lender and payable by the Borrower contemporaneously with the granting by the Lender of each partial discharge.

23. **Allocation of Net Closing Proceeds:** In order of priority, the Net Closing Proceeds will be applied as (a) firstly to the permanent reduction of the First Mortgage until repaid in full, (b) secondly, if applicable, to cash secure 100% of any outstanding letters of credit with respect to the Project, and (c) thirdly to the permanent reduction of the Loan.
24. **Mortgage Discharge:** The Lender shall charge a one-time administrative fee of \$1,000 for ongoing administration of the Loan including, but not limited to, providing a full discharge of the Security (the "**Administration Fee**"). The Administration Fee is earned by the Lender upon the Borrower's execution of this Commitment Letter and payable by the Borrower to the Lender on the Maturity Date. The Borrower's legal counsel shall prepare all documentation reasonably required to discharge the Security for review by the Lender and its legal counsel. Discharge statements will be provided to the Borrower within three business days after receipt of a written request for same.
25. **Permitted Encumbrances:** The Lender hereby acknowledges and consents to the following permitted encumbrances (each a "**Permitted Encumbrance**"):
 - (a) **Approved Second Mortgage:** a Second mortgage, in an amount not to exceed \$40,000,000, provided by a subordinate lender satisfactory to the Lender in its sole discretion, at an interest rate and on terms and conditions acceptable to the Lender in its sole discretion (the "**Second Mortgage**"); and
 - (b) **Approved DPI Mortgage:** a mortgage, in an amount not to exceed \$70,000,000 provided by a deposit insurer satisfactory to the Lender (the "**Deposit Insurer**") on terms and conditions acceptable to the Lender (the "**DPI Mortgage**"). In the event that the amount of purchaser deposits used in the Project exceeds \$70,000,000, the amount available under the Loan is to be permanently reduced dollar for dollar with the amount of the exceedance.

Each Permitted Encumbrance is acknowledged by the Lender provided that all terms and conditions thereof together with any related security are acceptable to the Lender in its sole but commercially reasonable discretion and the Permitted Encumbrance enters into a subordination and standstill agreement with the Lender in the Lender's prescribed form including, without limitation, a covenant by the Permitted Encumbrance, as applicable, to provide a free partial discharge of its security over each Unit concurrently with the sale of such Unit (the "**Subordination and Standstill Agreement**").

26. **No Further Encumbrances:** Additional financing (prior or subsequent) of the Property, secured or unsecured, or the registration of any other encumbrance save and except for Permitted Encumbrances is not permitted in connection with the Property without the prior written consent of the Lender, which consent may be arbitrarily withheld, delayed and/or conditioned by the Lender.
27. **Costs and Expenses:** The Borrower shall bear all costs and expenses incurred by the Lender from time to time in connection with the Loan regardless of whether or not the Loan Amount is ever advanced and, such costs may include, but shall not be limited to, legal fees, payment of property taxes as a protective disbursement, environmental site

assessment reports, appraisal reports, building condition reports, insurance consulting reviews, reliance letters, title insurance, out-of-pocket expenses for property inspections and any applicable sales taxes related to all such costs and expenses. The Lender shall apply the Good Faith Deposit in payment of the costs and expenses listed under this Section.

B. SECURITY

The Loan shall be secured by security set forth below which, prior to any advance under the Loan, shall be delivered by the Nominee, the Borrower and the Guarantor, (collectively, the "Loan Parties") to the extent party thereto, to the Lender in form, scope and substance satisfactory to the Lender and its legal counsel in its sole, absolute and unfettered discretion (collectively, the "Security" and together with this Commitment Letter and the other documentation delivered in connection with this Commitment Letter and the Security, collectively, the "Loan Documents").

1. **Mortgage**: A \$525,000,000 mortgage/charge (~125% of the Loan Amount) granted by the Nominee and the Borrower, including, without limitation, a negative pledge by the Nominee and the Borrower not to repay any shareholder loans, redeem shares, pay out dividends, or to otherwise compensate the Loan's sponsors or other non-arm's length parties until such time as the principal balance of the Loan outstanding together with all accrued and unpaid interest thereon and all other costs secured by the Security has been repaid in full save and except for those development, marketing and/or construction fees specifically approved in writing by the Lender and included in the Project Budget prepared by the Project Monitor.
2. **General Assignment of Rents**: A general assignment of leases and rents granted by the Nominee and the Borrower.
3. **General Security Agreement**: A general security agreement granted by the Borrower and/or the Nominee, as applicable, creating a first ranking security interest over all presently held and hereafter acquired personal property situated on, used in connection with or derived from the Property.
4. **General Assignment of Material Contracts**: A general assignment of all current and future material contracts for the Project including, without limitation, those relating to construction, supply, consulting, engineering specifications and drawings, architectural specifications and drawings, plans, licenses and permits for the Project granted by the Borrower and/or the Nominee, as applicable, provided that upon the request of the Lender the Borrower and/or the Nominee shall grant a specific assignment of any current or future material contract for the Project which shall be acknowledged and consented to in writing by all counterparties to such material contract.
5. **Specific Assignment of Construction Management Agreement**: A specific assignment of the construction management contract for the Project, or contracts if more than one, granted by the Borrower and/or the Nominee, as applicable, pursuant to which the Lender may assume or terminate, at its option, the rights of the Borrower under the same if the Lender has made demand for repayment of the Loan which specific assignment shall be acknowledged and consented to in writing by the construction manager.

6. **Specific Assignment of Property Management Agreement:** A specific assignment of the commercial and residential property management contracts granted by the Borrower and/or the Nominee, as applicable, pursuant to which the Lender may assume or terminate, at its option, the rights of the Borrower under the same if the Lender has made demand for repayment of the Loan which specific assignment shall be acknowledged and consented to in writing by the property manager.
7. **Assignment of Agreements of Purchase and Sale and Purchaser Deposits:** A general assignment of individual agreements of purchase and sale, including purchaser deposits, which are to be held in accordance with the Real Estate Development Marketing Act, pertaining to the Project granted by the Borrower and/or the Nominee, as applicable, provided that Purchaser deposits from the sale of units, parking units and storage lockers may be held in a solicitor's deposit trust account and/or used to repay the Loan in accordance with the provisions of applicable legislation, Condominium Act or otherwise, within the Province of British Columbia.
8. **Assignment of Insurance:** An assignment of insurance granted by the Borrower and/or the Nominee, as applicable, with respect to any and all insurance proceeds arising in connection with all insurance for the Property maintained or cause to be maintained by the Borrower in accordance with the requirements set forth on Schedule A.
9. **Fraud, Misrepresentation and Environmental Indemnity:** A fraud, misrepresentation and environmental indemnity granted by the Loan Parties.
10. **Beneficial Security Agreement:** An acknowledgement, direction and security agreement, if applicable, whereby the Borrower acknowledges, consents to and directs the Nominee to provide all of the Security to which the Nominee is a party to the Lender.
11. **Letter of Credit Indemnity:** If applicable, an indemnification agreement granted by the Borrower in respect to any Letters of Credit issued, provided that any draws made under said Letters of Credit shall be converted to direct borrowings.
12. **Specific Assignment of Cash, Term Deposits and GICs:** In the event that the Lender elects to hold on deposit the Borrower's cash or term deposits, GICs or the like, from other financial institutions, to secure the Loan generally or specifically the outstanding Letter of Credit/Guarantee exposure, a specific assignment or charge granted by the Borrower over the cash, term deposit, GIC or the like as determined by the Lender.
13. **Guarantee:** An Unlimited personal and corporate, personal and corporate guarantee granted by the Guarantors for 100% of the Borrower's indebtedness to the Lender, including, without limitation, all accrued but unpaid fees, interest, and expenses incurred by the Lender together with a postponement of creditor and shareholder claims against the Borrower and a negative pledge by the Guarantors to not repay any shareholder loans, redeem shares, pay out dividends, or to otherwise compensate the Project sponsors and other non-arms-length parties until such time as the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security has been repaid in full.
14. **Guarantee Collateral Security:** a specific assignment of cash distributions granted by Third Properties Inc. to and in favour of the Lender including an assignment of all cash distributions to be received by Third Properties Inc. from Lumina Eclipse LP, Minoru

Square Development Limited Partnership or 6511 Sussex Heights Development Ltd., and an irrevocable direction to make all payments such cash distributions to the Lender, with an acknowledgement from each of Lumina Eclipse LP, Minoru Square Development Limited Partnership and 6511 Sussex Heights Development Ltd. (the "**Third Properties Specific Assignment of Distributions**").

15. **Pledge Agreement:** A hypothecation and pledge to the Lender of any and all issued and outstanding common shares, preferred shares and limited partnership units of the Borrower (and any and all shares of a general partner of the Borrower), as applicable, by the holders thereof provided that:
- (a) the Lender's interest in such securities shall be perfected by possession and control by the Lender (or its legal counsel on behalf of the Lender) of the original share and/or unit certificates;
 - (b) if the registered owners of such shares and units are not providing a guarantee of the Borrower's obligations to the Lender hereunder, then such registered owners shall be required to provide a limited recourse guarantee with recourse against such registered owners limited in scope to the pledge of such shares and/or unit certificates; and
 - (c) if the registered owners are different than the beneficial owners of such shares and/or unit certificates then the beneficial owners shall be required to enter into an acknowledgement, direction and security agreement authorizing the registered owner to pledge the shares and/or unit certificates to the Lender.
16. **Subordination and Standstill Agreement:** The Subordination and Standstill Agreement contemplated in Section A24.
17. **Other:** Such other Security as the Lender and/or its legal counsel may reasonably require.

C. CONDITIONS PRECEDENT TO INITIAL ADVANCE

The obligation of the Lender to make available the initial advance of the Loan shall be subject to the pre-funding conditions below (collectively, the "**Initial Conditions Precedent**") which shall be satisfied or waived by the Lender in its sole, absolute, and unfettered discretion at least two business days prior to the advance of the Loan.

1. **Inspection:** The Lender shall have completed an inspection of the Property.
2. **Financial Statements:** The Lender shall have received accountant prepared notice to reader statements for the Borrower and any corporate Guarantor, if applicable, for its last two fiscal year-ends.
3. **PNW Statements:** The Lender shall have received certified and current-dated net worth statements for any personal Guarantor, if applicable, with supporting documentation of asset values.
4. **Property Agreement of Purchase and Sale:** The Lender shall have received the agreement of purchase and sale for the acquisition of the lands upon which the Project

is to be constructed, any amendments thereto, and the statement of adjustments delivered on closing collectively confirming a minimum aggregate purchase price of \$35,000,0000.

5. **Planning Approvals:** The Lender shall have received evidence confirming zoning approval, development permit and partial/full building permit availability to improve the lands as described under the Project together with evidence satisfactory to the Lender that the full building permit will be issued in time to meet the Project schedule.
6. **Services Capacity:** The Lender shall have received evidence confirming that physical and capacity allocation of all municipal services is immediately available for the Project.
7. **Drawings and Plans:** The Lender shall have received architectural and engineering plans, drawings and specifications together with all related architectural and engineering fee-for-service soft cost contracts.
8. **Appraisal:** The Lender shall have received an appraisal report for the Property from an acceptable appraisal firm reporting an "as is" minimum value of \$599,350,873 which appraisal report is to be addressed to the Lender or supported by a letter of transmittal in favour of the Lender.
9. **Environmental Site Assessment:** The Lender shall have received a phase I and, if applicable, a phase II environmental site assessment for the Property from an acceptable environmental consultant which environmental site assessment is to be addressed to the Lender or supported by a letter of transmittal in favour of the Lender.
10. **Geotechnical Soil Report:** The Lender shall have received a geotechnical report confirming the feasibility of the proposed construction on the Property under existing soil conditions from an acceptable engineering firm which geotechnical report is to be addressed to the Lender or supported by a letter of transmittal in favour of the Lender.
11. **Fixed Price Contracts:** The Lender shall have received executed fixed price contracts for a minimum of 75% of the Project Budget hard costs.
12. **New Home Warranty:** The Lender shall have received confirmation that the Project and, if applicable, the Borrower and constructor are registered and enrolled with the New Home Warranty Program.
13. **Letters of Credit:** The Lender shall have received copies of all required letters of credit for the Project.
14. **Cash Equity:** The Lender shall have received evidence that the Borrower has invested the minimum cash equity as per Section A.19 into the Project.
15. **Project Report:** The Lender shall have received and reviewed an initial report on the Project prepared by the Project Monitor in accordance with Schedule C.
16. **Condominium Documentation:** The Lender shall have received all condominium documentation including, without limitation, condominium disclosure documents; parking agreements; reciprocal agreements; the declaration, by-laws and amendments

- thereto, if applicable; and the standard form purchase and sale agreement for the sale of Units.
17. **Project Unit Sales List**: The Lender shall have received a sales list for all Units in the Project detailing, for each Unit, as applicable, Unit size, whether the Unit is sold and unsold, the sale price or list price, received deposits, purchaser name and address, and the projected closing date.
18. **Collateral Properties Unit Sales Lists**: The Lender shall have received updated sales lists for each of the Collateral Properties. Each sales list shall detail, for each Unit, as applicable, Unit size, whether the Unit is sold and unsold, the sale price or list price, received deposits, purchaser name and address, and the projected closing date.
19. **Project Unit Purchase and Sale Agreements**: The Lender shall have received binding agreements evidencing not less than 809 Qualified Presales generating total gross sale proceeds net of any applicable sales tax not less than \$466,494,342. "Qualified Presales" means a pending sale of a Unit.
- (a) to an arms-length purchaser supported by purchaser pre-approval for mortgage financing;
 - (b) for a gross unit selling price net of any applicable sales tax of not less than the respective Minimum Discharge Amount as set forth in Schedule I; and
 - (c) with contracted deposits of not less than 15% per Unit.
20. **Collateral Unit Purchase and Sale Agreements**:
- The Lender shall have received binding agreements evidencing not less than 221 Qualified Presales generating total gross sale proceeds net of any applicable sales tax not less than \$173,542,201 for Highline.
- The Lender shall have received binding agreements evidencing not less than 186 Qualified Presales generating total gross sale proceeds net of any applicable sales tax not less than \$140,745,551 for Brentwood Tower C.
- "Qualified Presales" means a pending sale of a Unit.
- (a) to an arms-length purchaser supported by purchaser pre-approval for mortgage financing;
 - (b) for a gross unit selling price net of any applicable sales tax of not less than the respective Minimum Discharge Amount as set forth in Schedule I; and
 - (c) with contracted deposits of not less than 15% per Unit.
21. **REDMA Compliance**: The Lender shall have received evidence all Unit purchase and sale agreements:
- (a) have not expired;

(b) together with the disclosure statement, provide for the completion of sale of Units on or before the Maturity Date; and

22. **Delivery of Loan Documents:** The Lender shall have received the following:

- (a) the Loan Documents duly executed by the parties thereto;
- (b) a request for borrowing delivered in accordance with the provisions of Section E.2 which shall include, without limitation, certification that all proceeds of the advance of the Loan are being used solely to pay all accounts payable of the Project approved by the Lender and for no other purpose whatsoever;
- (c) certificates of each corporate Loan Party dated the closing date and executed by an appropriate officer of each such person, as applicable, certifying, among other things, the constating and organizational documents, an organizational chart, incumbency of signing officers and authorizing resolutions;
- (d) a favourable corporate and enforceability opinion from the Borrower's legal counsel, including, without limitation, existence, power and capacity, authorization, execution and delivery, enforceability, creation of security interest, registration, share capital, and perfection, as applicable; and
- (e) a favourable title opinion from the Borrower's legal counsel or a loan policy of title insurance in lieu thereof, respecting the ownership of the Project and the ranking of the liens constituted by the Security thereon.

23. **Registration of Security:** All registrations, recordings and filings of or with respect to the Security which in the opinion of the Lender's counsel are necessary to render effective and perfected, or to give notice of, the security intended to be created thereby shall have been completed.

24. **Material Contracts:** The Lender shall have received copies, where applicable, of any and all agreement to which any of the Loan Parties are a party or by which any of them is bound which is material to the Project or the business of the Loan Parties with respect to the Property having regard to its subject matter or the potential consequences of breach or termination, including, without limitation, any cost sharing, parking, maintenance, unregistered access or right-of-way, crane swing, or tieback agreement.

25. **Survey:** The Lender shall have received either (i) a real property report / survey for the Project prepared by an accredited land surveyor confirming no encroachments, easements or rights of way, save those which the Lender may specifically accept, and setting out the relationship of the lands and proposed improvements thereon to public thoroughfares for access purposes, or (ii) survey coverage in a loan policy of title insurance.

26. **Searches:** The Lender shall have received either (i) all customary off-title searches for properties of similar nature to that of the Project including, without limitation, searches for unregistered easements, rights-of way, property tax status, environmental notices, and executions against the Loan Parties, or (ii) satisfactory coverage in a loan policy of title insurance. If applicable, the off-title searches are to be obtained by the Borrower's legal counsel and forwarded to the Lender's legal counsel for review.

27. **Clean Title:** The Lender shall be satisfied with title to the lands upon which the Project will be constructed including, without limitation, the absence of liens and other encumbrances other than the Permitted Encumbrances.
28. **No Litigation:** There shall exist no judicial, administrative or other proceeding, investigation or litigation affecting the Property or any of the Loan Parties that has, or could reasonably be expected to have, a material adverse effect on (i) the business, operations, property or financial or other condition of any of the Loan Parties which would materially negatively affect the ability of the Loan Parties, taken as a whole, to perform and discharge their obligations under the Loan Documents, (ii) the Property, the Lender's liens on the Property and other collateral pursuant to the Security, or the priority of those liens, or (iii) the Lender's ability to enforce its rights or remedies under any of the Loan Documents.
29. **AML/KYC:** The Lender shall have received all documentation and information in respect of the Loan Parties including each corporate Loan Party's ownership structure, and its respective authorized signing officers, including addresses and verified personal identification, as the Lender may reasonably require in respect of the Loan, including in respect of compliance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.
30. **Insurance:** The Lender shall have received duly executed certificate(s) of insurance evidencing the insurance over the Project in accordance with the requirements set out in Schedule A showing the Lender as mortgagee and loss payee as its interest may appear and showing the Lender as an additional insured under all liability policies relating to the Project, all such insurance coverage and certificate(s) to be acceptable to the Lender's insurance consultant, as confirmed by a report to the Lender.
31. **Payout Statement:** If applicable, the Lender shall have received a satisfactory payout statement with respect to any loans secured by existing mortgages registered against title to the Lands.
32. **Levies and Fees:** All levies, impost fees, local improvement charges, property taxes and other charges that are due and payable in connection with the Project shall have been paid to the date of the advance of the Loan unless the same form part of the Project Budget and are to be included in ongoing advances under the Loan.
33. **Notice to Property Tax Authority:** The Borrower shall have executed and delivered the Lender's Notice to Project Tax Authority set forth on Schedule F, which shall permit the Lender to request information from the municipality from time to time regarding the Project's property taxes.
34. **Pre-Authorized Debit:** The Borrower shall have executed and delivered the Lender's Pre Authorized Debit Form set forth on Schedule G, which shall permit the Lender to debit the Borrower's applicable current account each month for the Monthly Payment should full utilization, suspension or cancellation of the Interest Reserve occur, including, but not limited to any applicable Lender's Fees and Extension Fees.
35. **ESG Survey:** The Borrower shall have completed and delivered the Lender's ESG Survey set forth on Schedule J.

36. **Human Rights Declaration:** The Borrower shall have completed and delivered the Borrower's Human Rights Declaration set forth on Schedule K.
37. **Lender's Approvals:** The Lender shall have received the approval of its investment committee and any other approvals required by the Lender.
38. **Syndication:** The Lender shall have successfully syndicated the Loan and provided the Borrower with written confirmation of the satisfaction of the syndication condition. For greater clarity, the Lender will on a best efforts basis syndicate the Loan, but should the Lender be unable to syndicate the subject Loan, this Commitment Letter shall become null and void.
39. **Due Diligence:** The Lender shall have completed its business, financial and legal due diligence, including without limitation property level due diligence with respect to the Property.

D. CONDITIONS PRECEDENT TO SUBSEQUENT ADVANCE

The obligation of the Lender to make available any subsequent advance of the Loan, shall be subject to the pre-funding conditions below (collectively, the "**Subsequent Conditions Precedent**") together with the Initial Conditions Precedent, collectively, the "**Conditions Precedent**") which Subsequent Conditions Precedent shall be satisfied or waived by the Lender in its sole, absolute and unfettered discretion at least two business days prior to any subsequent advance of the Loan.

1. **Initial Conditions Precedent:** The Initial Conditions Precedent shall have been satisfied or waived by the Lender.
2. **No Default:** No Event of Default shall exist, nor shall the advance of the Loan result in the occurrence of an Event of Default.
3. **Representations Correct:** The representations and warranties contained in the Loan Documents shall be true and correct in all material respects on the date of each subsequent advance as if made on that date, except where any representation or warranty relates to a specified date, in which case that representation or warranty shall be made as of the date to which it relates.
4. **Request for Borrowing:** The Lender shall have received a request for borrowing delivered in accordance with the provisions of Section E.2 which shall include, without limitation, certification that all proceeds of the advance of the Loan are being used solely to pay all accounts payable of the Project approved by the Lender and for no other purpose whatsoever.
5. **Project Reports:** The Lender shall have received and reviewed a progress draw report on the Project prepared by the Project Monitor in accordance with Schedule C.
6. **Title Search:** the Lender shall have received on the date of each subsequent advance of the Loan a title subsearch of the Project and report from the Lender's counsel confirming that no construction liens or other liens are registered against the Project, other than Permitted Encumbrances.

E. FUNDING

Each advance of the Loan shall, in addition to being subject to the applicable Conditions Precedent, be completed in accordance with the following:

1. **Initial Advance:** An initial advance of the Loan in the amount of \$60,000,000 is expected.
2. **Subsequent Advances:** Subsequent advances under the Loan shall be permitted not more frequently than once per month and in minimum monthly increments of \$1,000,000 for the purpose of funding Project costs approved by the Lender with such advances to be made on a cost-in-place basis subject to the Lender's cost-to-complete formula. This dollar amount limit shall not apply to monthly advances of the Interest Reserve.
3. **Margin Calculation:** Accumulated advances under the Loan shall at no time exceed the cost of cost-in-place less the aggregate of (i) holdbacks required by the Project Monitor, (ii) Minimum Project Equity, (iii) any purchaser deposits used as source of funds within the Project Budget, and (iv) any advances made under the Permitted Encumbrances, if applicable.

In the event that the amount of purchaser deposits used in the Project exceeds \$70,000,000, the amount available under the Loan is to be permanently reduced dollar for dollar with the amount of the exceedance.

4. **Advances to Subtrades:** The Lender reserves the right to make advances of the Loan directly to the Project Monitor or trades (sub-trades or otherwise) and/or suppliers if an Event of Default has occurred which is continuing or if the Lender believes, in its sole, absolute and unfettered discretion, without the need to furnish evidence to the Borrower thereof, that advances of the Loan are being diverted from the Project and/or are being used to fund Project costs not provided for in the Project Budget.
5. **Advance Fee:** All advances of the Loan, save and except for advances under the Interest Reserve alone, shall be subject to a \$500 advance fee payable by the Borrower to the Lender which amount shall be deducted from the applicable advance of the Loan by the Lender.
6. **Outside Funding Date:** In the event that the initial advance of the Loan has not been made by July 1, 2023, at the exclusive option of the Lender, its obligations under this Commitment Letter shall cease and be at an end and the Lender shall be released from any and all of its present and/or future obligations under this Commitment Letter and the Security including, without limitation, the obligation to make any advances under the Loan. Notwithstanding the foregoing, the Lender shall remain entitled to earn and receive full payment of the Lender's Fee and to fully recover from the Borrower and any Guarantor any expenses incurred by the Lender in connection with this Commitment Letter.

F. COUNSEL

1. **Lender's Legal Counsel:**

Bennett Jones LLP (Attention: John van Gent)

3400 One First Canadian Place
Toronto, ON
M5X 1A4


Phone: (416) 777-6522
Fax: (416) 863-1716
Email: vanGentJ@bennettjones.com


2. **Borrower's Legal Counsel:**

If you are in agreement with the foregoing terms and conditions, please indicate this by signing and returning this Commitment Letter to the Lender's office by 3:00pm Eastern Standard Time on December 21, 2022, failing which this letter shall, at the Lender's option, be deemed null and void.

Yours truly,

KINGSETT MORTGAGE CORPORATION

Per: 
Justin Walton
Managing Director, Mortgage
Investments

Per: 
Bryan Salazar
Managing Director, Mortgage
Underwriting & Funding

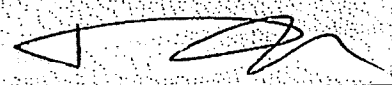
ACKNOWLEDGEMENT

I/We hereby accept the terms and conditions of this Commitment Letter and any accompanying Schedules and each person executing this Commitment Letter on behalf of any Borrower or any Guarantor represents and warrants that he/she has the power and authority to bind such entity.

Accepted and agreed as of the 19 day of December, 2022.

BORROWER:

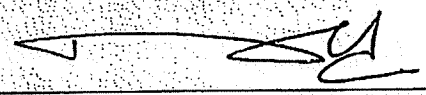
Surrey Centre District NW GP Ltd., in its capacity as general partner for and on behalf of District Northwest LP



Name:
Title:
I/we have authority to bind the Corporation

NOMINEE:

105 University View Homes Ltd.



Name:
Title:
I/we have authority to bind the Corporation

GUARANTORS:

Daljit Thind



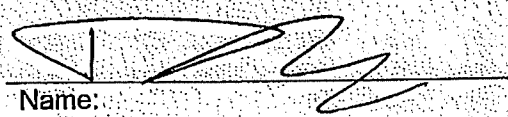
Name:

WITNESS



Name:

Thind Properties Ltd.

Per: 

Name:
Title:
I/we have authority to bind the Corporation

**SCHEDULE A
CONSTRUCTION INSURANCE REQUIREMENTS CHECKLIST**

1. All insurance policies/certificates must be forwarded to the insurance consultant for review. The cost of such review shall be for the account of the Borrower.
2. All insurance policies shall be in form and with insurers reasonably acceptable to the Lender and contain the original signatures of the insurers (which may include being signed by certified electronic signature).
3. KingSett Mortgage Corporation must be shown as 1st Mortgagee and 1st Loss Payee under the Builder's Risk and, where applicable, Boiler and Machinery Insurance policies.
4. KingSett Mortgage Corporation must be shown as Additional Insured under all Liability Insurance policies covering the subject Project (or "Property" as defined herein) with respect to claims arising out of the operations of the named insured.
5. The Borrower/Registered Owner must be shown as a Named Insured or Additional Named Insured under all policies of insurance in force with respect to the subject Project.
6. The insurers, policy numbers, policy limits, policy term, applicable reasonable deductibles and the location of the Property as an insured location must be shown on the insurance policies and certificates of insurance.
7. The Builder's Risk and, where applicable, Boiler and Machinery policies shall contain a standard mortgage clause in favour of KingSett Mortgage Corporation.
8. All policies of insurance must provide KingSett Mortgage Corporation with at least 30 days' prior written notice of any adverse material change i.e. Misrepresentation, Fraud or Cancellation, except for the non-payment of premium, in which case the Statutory Conditions may apply.
9. There needs to be evidence of Builders Risk insurance written on an All Risk or Broad Form basis and may or may not be subject to the latest CCDC policy wording.
10. The builders risk insurance needs to insure 100% of the projected Hard Costs of the Project and not less than 25% of all Project soft costs plus 100% of all Finance and Interest charges, or 100% of recurring Project Soft Costs.
11. There must be evidence of full By-Laws extensions, Blanket By-Laws coverage with:
 - 100% of replacement cost or policy limit for Loss of Undamaged portion of the building(s);
 - 10% of the replacement cost or policy limit for Demolition Costs;
 - 10% of the replacement cost or policy limit for Increased Cost of Construction; and
 - Resultant Loss of Income.
12. There needs to be evidence of Earthquake insurance.
13. There needs to be evidence of Flood insurance.
14. There needs to be evidence of Sewer Back-Up insurance.

15. The Builders Risk policy needs to include a "permission to occupy" clause.
16. The Builders Risk policy needs to include (where applicable) Delayed Start Up (DSU) insurance to cover 100% of the anticipated loss of revenue for a minimum of one year, which may be incurred in the event of an insured loss, during construction. The Builders Risk policy will provide coverage for the installation, testing and commissioning of machinery and equipment.
17. There must be evidence of comprehensive Boiler and Machinery insurance covering all central HVAC and miscellaneous electrical equipment (and production machinery where applicable) for explosion, electrical, electronic, and mechanical breakdown.
18. The Builders Risk policy will provide Debris Removal, Extra Expense and Expediting Expense, Property in Transit and Property Off Site.
19. The Builders Risk policy (where applicable) must contain a minimum DE4/LEG2 amended workmanship, design or materials exclusion wording and confirmation of resulting damage is covered.
20. Confirmation of builder's risk warranties.

1. Owners Liability:

21. There must be evidence of Owner's Liability Insurance, with a minimum limit of **\$5,000,000** per occurrence and in the aggregate or such other limit as may be agreed to by the Lender or insurance consultant unless a Wrap Up Liability policy has been purchased. Coverage should include but not be limited to Cross Liability, Severability of Interest, Contractual Liability and Sudden & Accidental Pollution extension. KingSett Mortgage Corporation is added as an Additional Insured.

2. Contractors Liability:

22. There must be evidence of Contractors Liability Insurance, with a minimum limit of **\$5,000,000** per occurrence and in the aggregate or such other limit as may be agreed to by the Lender or insurance consultant unless a Wrap Up Liability policy has been purchased. Coverage should include but not be limited to Cross Liability, Severability of Interest, Contractual Liability, Non-Owned Auto, and Sudden & Accidental Pollution extension.
23. The Borrower/Registered Owner/KingSett Mortgage Corporation must be added as an Additional Insured under any Contractor's Liability insurance, but only with respects to claims arising out of the operations of the named insured and indicating the Project location.
24. When evidence is provided in the form of the Borrower's Liability insurance program and General Contractor's Liability insurance program, confirmation that the Borrower or the General Contractor are responsible for administration for effectiveness and compliance of all trades and subtrades liability certificates prior to starting work on the Project.

3. Wrap-up Liability:

25. There must be evidence of Wrap-Up Liability insurance, with a minimum limit of **\$5,000,000** per occurrence and in the aggregate or such other limit as may be agreed to by KingSett Mortgage Corporation or insurance consultant and provide 12/24/36 months completed operations period, Cross Liability, Severability of Interest, Contractual Liability, and Sudden & Accidental Pollution extension.
26. The Borrower/Registered Owner must be added as an Additional Named Insured under the Wrap Up Liability insurance, but only with respects to claims arising out of the operations of the named insured. The Borrower/Registered Owner and all Contractors, Sub-Contractors, Trades and Consultants must be Named Insureds with respect to the work or operations at the Project, excluding professional liability.
27. KingSett Mortgage Corporation and its insurance consultant shall receive copies of all policy "Warranties" that apply.

4. Other:

28. KingSett Mortgage Corporation will not accept evidence of insurance on a CSIO form, or an ACORD Form #25 (or their equivalents), due to the limitation in the wording as to its efficacy, and the restrictive cancellation provisions, unless accompanied with an additional remarks schedule/comments ACORD 101 or CSIO equivalent.
29. Evidence of Professional Liability (Errors & Omission) insurance is required for the architect and the engineer of the Project for a minimum limit of \$1,000,000 per occurrence.
30. KingSett Mortgage Corporation and its insurance consultant shall receive copies of all policy "Warranties" that apply, on any of the construction insurance programs.
31. Such other insurance as KingSett Mortgage Corporation and/or its insurance consultant may reasonably require given the nature of the security and that which a prudent owner of similar security would purchase and maintain or cause to be purchased and maintained.

There must be full, original, certified, endorsed copies of the insurance policies provided to the KingSett Mortgage Corporation as soon as available from the insurers. (The certified policy copies should be available within 60 to 90 days). Signed Certificates or Binders of Insurance addressing the above will suffice as insurance evidence for closing purposes.

In the instance that any portion of the property insurance coverage described above has expired or cancelled and evidence of adequate and satisfactory insurance coverage has not been provided to KingSett Mortgage Corporation within 45 days (with the certified policy copies provided within 90 days) of the expiration or cancellation date, KingSett Mortgage Corporation will have the option, without obligation, to place adequate and satisfactory insurance (at the Lender's sole, absolute and unfettered discretion) for the Project at the Borrower's expense.

Certificates or Binders of Insurance are not acceptable if they contain the words, "*This certificate is issued as a matter of information only and confers no rights upon the certificate holder*" and the words "*will endeavour to*" and "*but failure to mail such notice shall impose no obligation or*

liability of any kind upon the company, its agents or representatives" under the cancellation clause.

-- Insurance broker contact information and release follows on next page --

Insurance Broker Contract Information and Release

Please provide the following information for our records:

Insurance Broker: Brokerage Name: _____
 Contact Name: _____
 Address: _____

 Phone #: _____ Fax # _____
 Email Address: _____

Please provide the following information if you would like to be copied on all correspondence addressed to your Insurance Broker from RISK REVIEW INC.

Contact Number: _____
 Email Address: _____

The Loan Parties hereby authorize the above noted Insurance Broker to release insurance information required by the Lender and its insurance consultant, RISK REVIEW INC. for this Loan and hereby authorize the Lender to release information necessary to determine insurance requirements, as needed, to RISK REVIEW INC. for the purposes of conducting an insurance review.

BORROWER:
Surrey Centre District NW GP Ltd., in its capacity as
general partner for and on behalf of District
Northwest LP

NOMINEE:
105 University View Homes Ltd.

Name:
Title:
I/we have authority to bind the Corporation

Name:
Title:
I/we have authority to bind the
Corporation

**SCHEDULE B
OTHER CONDITIONS**

1. **Prohibition on Sale of Project:** Prior to repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full on the Maturity Date or as otherwise contemplated in the Commitment Letter, the Borrower may not sell the Project, in whole or in part, save for Unit closings in the normal course of business as described in the Commitment Letter, without the Lender's prior written consent, which consent may be arbitrarily withheld, delayed and/or conditioned by the Lender. The assumption of the Loan by a purchaser of the Project, or part thereof, shall be subject to the prior written approval of the Lender, which approval may be arbitrarily withheld, delayed and/or conditioned by the Lender.
2. **Change of Ownership:** A direct or indirect change in ownership of the Borrower shall not be permitted without the Lender's prior written consent, which consent may be arbitrarily withheld, delayed and/or conditioned by the Lender.
3. **Payment of Property Taxes:** The Borrower shall pay when due to the taxing authority or authorities having jurisdiction all property taxes, local improvement rates and charges with respect to the Project.
4. **Indemnity:** The Loan Parties shall indemnify and save harmless the Lender and its officers, agents, trustees, employees, contractors, licensees or invitees from and against any and all losses, damages, injuries, expenses, suits, actions, claims and demands of every nature whatsoever arising out of the provisions of the Loan Documents, any letters of credit or letters of guarantee issued or indemnified, sale or lease of the Project and/or the use or occupation of the Project including, without limitation, those arising from the right to enter the Project from time to time and to carry out the various tests, inspections and other activities permitted by the Loan Documents.
5. **Environmental Liability:** In addition to any liability imposed on any of the Loan Parties under any of the Loan Documents, the Loan Parties shall be jointly and severally liable for any and all of the Lender's costs, expenses, damages or liabilities, including, without limitation, all reasonable legal fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Project of any hazardous or noxious substances. The representations, warranties, covenants and agreements of the Loan Parties set forth in this subparagraph:
 - (a) are separate and distinct obligations from the Loan Parties' other obligations;
 - (b) survive the payment and satisfaction of the Loan Parties other obligations and the discharge of all or any of the Security;
 - (c) are not discharged or satisfied by foreclosure against the Project pursuant to the Security; and
 - (d) shall continue in effect after any transfer of the Project including, without limitation, transfers pursuant to foreclosure proceedings (whether judicial or non-judicial) or by any transfer in lieu of foreclosure.

6. **Assignability:** The Loan Documents may not be assigned, transferred or otherwise disposed of by any of the Loan Parties without the Lender's prior written consent, which consent may be arbitrarily withheld, delayed and/or conditioned by the Lender. The Loan, any of the Loan Documents or any interest in the Loan or the Loan Documents may be assigned or participated by the Lender (and its successors and assigns), in whole or in part, without the consent of the Borrower. Except as hereinafter provided, the Borrower consents to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Loan, the Loan Documents, the Project and any of the Loan Parties within the possession or control of the Lender.
7. **Information:** For purposes of this Commitment Letter, "Information" means all information relating to the Loan Parties and their respective affiliates or any of their respective businesses, other than any such information that is available to the Lender on a non-confidential basis prior to such receipt. Any person required to maintain the confidentiality of Information in accordance with this Commitment Letter shall be considered to have complied with its obligation to do so if such person has exercised the same degree of care to maintain the confidentiality of such Information as such person would accord to its own confidential information. In addition, from time to time the Lender publishes advertisements or announcements of completed transactions which advertisements or announcements include, but are not limited to, press releases, paid advertisements, internally displayed tombstones, social media, investor brochures or information displayed on the internet or on the Lender's intranet. The Loan Parties consent to the publication of an advertisement or announcement of the Loan and agree to allow the Lender to photograph or utilize existing photographs or artistic renderings (for unfinished projects) of the Project for possible use in internal or external marketing programs.
8. **Confidentiality of Information:** The Lender agrees to maintain the confidentiality of the Information, except that Information may be disclosed (a) to it, its affiliates and its and its affiliates' respective partners, directors, officers, employees, agents, advisors and representatives to the extent necessary to administer or enforce any of the Loan Documents, it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Information and will be bound and instructed to keep such Information confidential, (b) to the extent requested by any regulatory authority having jurisdiction over it (including any self-regulatory authority), (c) to the extent required by any applicable law or other legal process, (d) to any other party hereto, (e) to the extent reasonable, in connection with the exercise of any remedies under any of the Loan Documents or any action or proceeding relating to any of the Loan Documents or the enforcement of rights thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under the Loan or any of the Loan Documents, (g) with the consent of the Borrower, or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section, or (ii) becomes available to the Lender on a non-confidential basis from a source other than any of the Loan Parties or their respective affiliates and provided such source has not, to the knowledge of the Lender, breached a duty or obligation of confidentiality owed to any of the Loan Parties or their respective affiliates, or the Lender. If the Lender is requested or required to disclose any Information pursuant to or as required by any applicable law or by a subpoena or similar legal process, the Lender shall use its reasonable commercial efforts to provide the Borrower with notice of such requests or obligation in sufficient time so that the Borrower

may seek an appropriate protective order or waive the Lender's compliance with the provisions of this Section, and the Lender shall co-operate with the Borrower in obtaining any such protective order.

9. **Use of Information:** The Lender shall be entitled to use any Information to assess the ability of the Loan Parties to obtain the Loan and to evaluate the ability of the Loan Parties to meet their respective financial obligations which includes, without limitation, disclosing and exchanging Information on an on-going basis with credit bureaus, credit reporting agencies and financial institutions or their agents, or to service providers, in order to determine and verify, on an on-going basis, the continuing eligibility of the Loan Parties for the Loan and the continuing ability of the Loan Parties to meet their respective financial obligations. This use, disclosure and exchange of Information will continue until the principal balance of the Loan outstanding together with all accrued and unpaid interest thereon and all other costs secured by the Security is repaid in full and will help protect the Loan Parties from fraud and will also protect the integrity of the credit-granting system.
10. **Right to Inspect:** The Borrower acknowledges that the Lender may inspect the Project at any time at the expense of the Borrower.
11. **Demand and Default:** Notwithstanding the Lender's right to demand repayment of the Loan at any time and for any reason, in the event of any of the Loan Parties failing to pay any amount when due or being in breach of any covenant, condition or term of any of the Loan Documents, or if any representation or warranty made by any of the Loan Parties, or any information provided by any of the Loan Parties or their respective agents is found to be untrue or incorrect in any material respect, if all or any portion of the Project in the course of construction remains unfinished and without any work being done for a period of 20 consecutive days other than as a result of force majeure, if any Event of Default as defined in the Security has occurred which is continuing, or if in the sole opinion of the Lender, a material adverse change occurs relating to any of the Loan Parties, the Project, or the risk associated with the Loan, then the Borrower shall, at the option of the Lender, be in default of its obligations to the Lender, the Lender may, at its option on notice to the Borrower, demand repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full, cease or delay further funding, and/or may exercise any and/or all remedies available to it under the Security, at law and/or in equity. Furthermore, the Lender may, at its option, on notice to the Borrower, declare the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security forthwith due and payable, whereupon the same shall be and become immediately due and payable in full.
12. **Remedies Cumulative:** No extension, postponement, forbearance, delay, or failure on the part of the Lender in the exercise of any power, right or remedy under any of the Loan Documents, at law or in equity shall operate as a waiver thereof, nor shall a single or partial exercise of any power, right or remedy preclude other or further exercise thereof or the exercise of any other power, right or remedy. Neither the acceptance of any payment nor the making of any concession by the Lender at any time during the existence of a default shall be construed as a waiver of any continuing default or of any of the Lender's rights or remedies. All of the powers, rights and remedies of the Lender shall be cumulative and may be exercised simultaneously or from time to time in such order or manner as the Lender may elect. No waiver of any condition or covenant of any

of the Loan Parties or of the breach of any such covenant or condition shall be deemed to constitute a waiver of any other covenant or condition or of any subsequent breach of such covenant or condition or justify or constitute a consent to or approval by the Lender of any violation, failure or default by the applicable Loan Party of the same or any other covenant or condition contained under any of the Loan Documents.

13. **Appointment of Receiver:** Upon and during the continuance of an Event of Default, in addition to any other rights which it may have, the Loan Parties each consent to the Lender's appointment of a receiver, or a receiver and manager either privately or by court appointment, to manage the Project and do all things necessary as an owner would be entitled to do.
14. **Severability:** Each of the Loan Parties agrees that if any one or more of the provisions contained in this Commitment Letter shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Lender, not affect any or all other provisions of this Commitment Letter and this Commitment Letter shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
15. **Multiple Parties:** If any of the Loan Parties is comprised of more than one person or corporation, the obligations shall be the joint and several obligations of each such person or corporation unless otherwise specifically stated herein.
16. **Time of the Essence:** Time is of the essence in this Commitment Letter.
17. **Non-Merger:** The representations, warranties, covenants and obligations herein set out in any of the Loan Documents shall not merge or be extinguished by the execution or registration of the Security but shall survive until the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other amounts secured by the Security are repaid in full.
18. **Representations and Warranties:** Each of the Loan Parties will, as applicable, provide the usual representations and warranties in the Loan Documents including, without limitation (a) the accuracy of any financial statements provided to the Lender, (b) that there has been no material adverse change in the financial condition or operations, as reflected in the financial statements used to evaluate this Loan, (c) title to the Project, (d) such Loan Party's power and authority to execute and deliver the Loan Documents to which it is a party, (e) the accuracy of any documentation delivered to the Lender, (f) the accuracy of all representations and warranties made to the Lender in the Loan Documents to which it is a party, (g) that there are no pending adverse claims, no outstanding judgments, no defaults under other agreements relating to the Project, and no undefended material actions, suits or proceedings with respect to such Loan Party or the Project, (h) that such Loan Party is attending to the preservation of its assets, (i) the payment of all taxes, (j) that no consents, approvals or authorizations are necessary in connection with such Loan Party's business including without limitation, the construction of the Project, (k) that the construction of the Project is proceeding in accordance with all applicable laws, (l) that there are no other encumbrances registered against title to the lands upon which the Project is to be constructed except for Permitted Encumbrances, (m) that all necessary services are available to the Project, and (n) that no hazardous substances used, stored, discharged or present on the Project other than

in accordance with all applicable laws, and will represent and warrant such other reasonable matters as the Lender or its counsel may require.

19. **Interim Occupancy Fees and Revenues:** Interim occupancy fees/revenue must be used exclusively towards Project costs or to reduce the outstanding balance of any loan secured by a first ranking mortgage of the lands upon which the Project will be constructed. Save an except as set forth in this Section, interim occupancy fees may not be used by the Borrower for any other purpose nor may they be removed from the Project as a fee, equity repatriation, dividend, interest, premium or any other form of distribution.
20. **Payment of Sales Taxes:** The Borrower accepts full responsibility for remittance and payment of any and all applicable sales tax due and the periodic submission and collection of all applicable sales tax claims and credits. The Project Budget shall include a net difference of \$Nil for applicable sales tax paid less applicable sales tax recovered and shall also include a ceiling of \$2,000,000 at any point in time, prior to repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full; with respect to the permitted difference between applicable sales tax included in work-in-place less applicable sales tax recovered by the Borrower from government authorities. If the difference referred to in the previous sentence exceeds \$2,000,000 at any point in time prior to repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full; the portion of the difference in excess of \$2,000,000 be funded by the Borrower as additional equity.
21. **Lender's Sign:** The Lender shall have the right, but shall not be obligated, at the Lender's cost, to place a sign on the Project at any time after execution of this Commitment Letter by the Borrower but prior to repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full; which sign shall state that the Lender has assisted with the financing of the Project. The Lender, at the Lender's cost, shall be permitted to take down the sign at any time prior to repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full; after which time the Borrower shall be permitted to take down such sign at any time at the Borrower's cost.
22. **Governing Law:** The Loan and the Loan Documents shall be governed by and construed under laws of the Province of British Columbia and the federal laws of Canada as applicable therein.
23. **Modification:** No term or requirement of any of the Loan Documents may be waived or varied orally or by any course of conduct of the Borrower or anyone acting on his behalf or by any officer, employee or agent of the Lender. Any alteration or amendment to any of the Loan Documents must be in writing and signed by a duly authorized officer of the Lender and accepted by a duly authorized officer of the Borrower.
24. **Language:** Any word importing the singular or plural shall include the plural and singular respectively. If any party is comprised of more than one entity, the obligations of each of such entities shall be joint and several. Any word importing persons of either gender or firms or corporations shall include persons of the other gender and firms or corporations were the context so requires.

25. **Headings:** The headings and section numbers appearing in any of the Loan Documents are included only for convenience of reference and in no way define, limit, construe or describe the scope or intent of any provision of any of the Loan Documents.
26. **Counterparts:** Any of the Loan Documents may be executed in several counterparts, each of which when so executed shall be deemed to be an original and which counterparts together shall constitute one and the same instrument.
27. **Electronic Execution:** The words "execution," "execute", "signed," "signature," and words of like import in or related to any Loan Documents to be signed in connection with the Loan shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act (Canada)* and the *Electronic Commerce Act, 2000 (Ontario)*, or any other similar laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada.
28. **Calculations:** All interest calculated under this Commitment Letter shall be computed based on the actual number of days elapsed in a year consisting of 365 days.
29. **Paramountcy:** In the event of any inconsistency or conflict between any of the provisions of the Commitment Letter and any provision or provisions of the Security, the provisions of the Commitment Letter will prevail.
30. **Disclosure:** KingSett Mortgage Corporation acted on behalf of 12 lenders in the previous fiscal year.

**SCHEDULE C
PROJECT MONITOR MANDATE / REPORTING**

HIGH RISE

GENERALLY ON THE ROLE OF THE PROJECT MONITOR:

The below aims to set out what is expected by KingSett from the Project Monitor. While the below lists our minimum requirements, we anticipate the Quantity Surveying professional will use their best judgment and provide additional information as needed to alert KingSett of any material issues as they emerge on site / during the life of the project.

PRELIMINARY REPORT PRIOR TO INITIAL FUNDING:

The Project Monitor is to prepare a preliminary report inclusive of the following information:

Budget & Schedule Commentary:

1. Quantity Surveyor to review the drawing packages included and comment on whether or not the drawings are adequate for pricing. Commentary should clarify whether the drawings are approximately at:
 - (a) Class C stage / Preliminary Design
 - (b) Class B stage / Detailed Design
 - (c) Class A stage – commentary should clarify if the drawings are 'Issued for Construction' or 'Issued for Tender'
 - (d) Drawings are to be made available upon request
2. review the Borrower's proposed detailed Project Budget as revised and approved by the Lender; further to the Project Monitor's recommendations. The review of the soft costs should confirm
 - (a) Comment on the allowance for the Development Management fee and whether it is reasonable
 - (b) Review the development charges and levies and confirm they are in line with the local city charges
3. review all material cost-items, contracts and change orders with trades; the review must include commentary with regards to the documentation included in the major trade contracts and any exclusions / qualifications.
4. Request / confirm quantum of any contemplated trade contract change orders or extras not yet approved with the Borrower and / or Construction Manager.
5. confirm all funding sources including without limitation, equity, purchaser deposits, deferrals, mezzanine financing and construction loan, as applicable;

6. confirm that Minimum Project Equity has been injected into the Project on the agreed-upon land valuation contained in the Commitment Letter and costs incurred to date;
7. confirm that the Borrower has continually maintained the Minimum Project Equity at all times;
8. confirm the adequacy of the interest expense carried in the Project Budget including, without limitation, the preparation of independent Project cash flows.
9. confirm the adequacy of the contingency allowances carried in terms of construction risk and other soft costs;
10. confirm the costs incurred to date through a review of all invoices, the Borrower's trial balance, aged payables listing, cancelled cheques, etc. (backup to costs to be made available on request);
11. confirm applicable development charges and levies relating to the Project including, without limitation, parkland deduction, regional and municipal, education, Section 37 and any other applicable municipal fees;
12. confirm the expected timing of payments and prepare a cash flow;
13. as required by the Lender, provide commentary on relative experience of major trade contractors and the construction manager, and any requirement for bonding.
14. review any leases for conformity to landlord's work and tenant inducement allowances within the Project Budget;
15. review the Project construction time schedule (the "**Project Schedule**") to confirm overall reasonableness and allowance for lost weather days, statutory holidays etc.; the commentary must:
 - (a) Confirm whether the schedule is suitably detailed with all key activities listed and has a clear critical path that the Quantity Surveyor can track
 - (b) Confirm whether the schedule includes a procurement schedule
16. review allowance for appropriate HST and whether this is to be funded by the Lender or the Borrower and, where the Project includes residential rental units, validate the amount of self-assessed HST included in the Project Budget.

Management Contract:

1. review the development management agreement to confirm the requirements and any other material agreements against the Project Budget;
2. review the CCDC-Fixed Price Contract or construction management contract (and associated budget), as applicable, as follows:
 - (a) If the contract is not a CCDC contract, please confirm what kind of contract it is (for example, fixed price, construction management etc).

- (b) all arm's length CCDC-Fixed Price Contracts should be reviewed in terms of reasonableness; conformity to the latest design documents, Project Schedule and for front end loading, in the case of non-arm's length contracts, an estimate should be completed (QS to confirm the reasonableness of the contract amount);
- (c) construction management contracts should be reviewed in terms of the overall Project and the Project Schedule;
- (d) for construction management contracts, the construction manager's budget should be confirmed for reasonableness by review of fixed price trade contracts, letters of intent, and trade quotations (supported by bid levelling analysis) with an estimate for all uncommitted items (QS to confirm the reasonableness of uncommitted allowances). All information reviewed, including Bid Levelling; must be made available to the Lender upon request;
- (e) confirmation of committed costs identifying contracts, awards, letters of intent and trade quotations together with a summary of major contracts still to be awarded and tendering schedule for all un-awarded scopes of work. Commentary must also advise of the approximate timeline to turn the Letters of Intent into firm contracts;
- (f) Commentary on how COVID has been factored into the contracts.
- (g) Please list all contracts / LOIs / Quotes using a format similar to the table below (examples given for reference purposes only)

Trade	Sub-Contractor	Drawings included	Status	Amount
Excavation	Trade A	Eg. Issued for Permit	LOI	\$5,000,000.00
Shoring	Trade B	Eg. Issued for Permit	Contract	\$5,000,000.00
Underslab Drainage	Trade C	Eg. Issued for Construction	LOI	\$225,000.00
Concrete Formwork	Trade D	Eg. Issued for Permit	LOI	\$30,000,000.00
Rebar Supply	Trade E	Eg. Issued for Construction	Unit rate contract	\$2,500,000.00

Presales:

1. review the Borrower's schedule of presales and provide a summary of sold and unsold Units (including without limitation parking Units and locker Units) in terms of both Units and revenue;
2. review all agreements of purchase and sale to confirm presale requirements have been met in terms of sales;
3. review contracted deposits and the Borrower's ledger of deposits to confirm deposits as a source of funds have been met; and
4. review mortgage pre-approvals for qualified presales.

Permits and Approvals: Provide a list of all the permits and approvals required for the project, as well as the expected timing of receipt of the approvals and permits. Review all of the development agreements, building permits, and other municipal / regional agreements and, in the case where not all permits are available, identify which permits have been received and any that have been applied for and anticipated timing of receipt.

Letters of Credit: confirm the amounts of any required letters of credit and whether any or all of the letters of credit are duplicates of Project costs included within the Project Budget.

Insurance: review the insurance provided in terms of period of coverage, insured parties, loss payable and the sum insured.

Other Conditions:

1. review all loan agreements and commitment letters including, without limitation, any deposit insurance agreement and amendments for the financing of the Project;
2. confirm the purchase price for the lands upon which the Project is to be constructed by reviewing the purchase and sale agreement and supporting documents;
3. review all available architectural and engineering plans and specifications for conformity with the Project Budget, along with all awarded contracts, letters of intent or tendered quotations;
4. review all environmental site assessments reports, geotechnical reports and hydrogeology reports, as applicable, and confirm that all recommendations are included within the Project Budget;
5. review all design consultant contracts in conjunction with a review of costs incurred to date to confirm the adequacy of applicable budgets. The commentary should confirm whether there is a Prime consultant for the project, and confirm that adequate funds are left in the cost to complete for the contract administration phase of the project of the design team; and
6. review all sales, legal and marketing agreements in conjunction with a review of costs incurred to date to confirm the adequacy of applicable budgets and the timing of commission payments with respect thereto.
7. If there are any off site storage items being claimed by the Borrower, the associated documentation should be enclosed, including the Bill of Sale and insurance documents. Please note that for off site amounts in excess of \$40,000 the QS needs to visit the site where the offsite storage materials are being retained.

Other:

1. identify any potential issues that may affect the completion of the Project in accordance with the Project Budget and the Project Schedule;
2. provide any additional recommendations as they become apparent during the Project Monitor's review and discussions with the Borrower and the Lender.

3. List any outstanding documents that have been requested but not received. For example, if backup to invoices have been requested but not received, this should be noted.

APPENDICES REQUIRED IN THE PRELIMINARY REPORT:

The following are a list of the Appendices required in the Preliminary report

- (a) Borrower's cost ledger / Borrower's job cost report
- (b) Quantity Surveyor's Capital Cost Summary (CCS)
- (c) A reconciliation between the Quantity Surveyor's CCS and the Borrower's ledger
- (d) A construction cost report (CCR)
- (e) Draft Margin Calculation
- (f) A current project schedule
- (g) Cash flow
- (h) A progress matrix showing what has been completed to date on site (example matrix included)
- (i) Borrower's sales report
- (j) Deposit Trust summary
- (k) The Construction Manager's invoice / Contractor's invoice If applicable, executed copies of change orders should be included
- (l) Consultant reports (including structural, mechanical, electrical, geotechnical reports as available / applicable)
- (m) Site Photographs (minimum of 8 photos once structure is at grade)
- (n) Project statistics, showing the GFA on a floor by floor basis
- (o) Project Monitor's Certificate for Payment
- (p) Project Monitor Certificate
- (q) Statutory Declaration and WSIB / Worksafe statement
- (r) Off site Storage Agreements (if off site storage has been claimed, please enclose in a separate appendix)
- (s) Building Permits & Development agreements (as they are received)
- (t) Contracts / Backup to costs being reported as committed (as they are received)

(u) Insurance Certificates

(v) Legal Survey

PROGRESS DRAW REPORTS PRIOR TO SUBSEQUENT ADVANCES FOR WORK-IN-PLACE:

During construction of the Project the Project Monitor is to prepare monthly progress draw reports inclusive of the following information.

Outstanding documents:

1. Every monthly report should have a list of outstanding documents and / or a list of documents that have been requested but not received. Examples of items we need flagged:
 - a. Statutory Declaration has not been received for the last payment
 - b. Consultant reports have not been received for the last reporting period
 - c. Insurance certificates are out of date
 - d. WSIB out of date
 - e. Invoice backup to Borrower's cost ledger requested but not received
 - f. Off site storage agreements are not available or inadequate.
 - g. Any other material items

Site Visit:

1. conduct monthly site inspections prior to every draw request, including photographs and commentary on all work-in-place and the status of the Project;
2. confirm if there are any materials stored off-site and ensure that appropriate bill of sales and off-site material documentation is provided, including a thorough review of the documents to ensure the addresses, the names of the parties and the dollar amounts are correct and in line with contractual arrangements. Please note that for off site amounts in excess of \$40,000 the QS needs to visit the site where the offsite storage materials are being retained and;
3. provide commentary on the status of physical progress on-site and whether it is progressing in accordance with the Project Schedule. Commentary should:
 - (a) Provide an overall summary of the progress on site
 - (b) Outline what has been completed since the last report was issued
 - (c) Compare actual progress to the schedule, noting how progress compares to the critical path. If the schedule is slipping, QS is to clarify how the Borrower & Construction team are addressing this.

- (d) The report should include a table with clear milestones, and the milestones should be no more than 6 months apart. **Milestone dates not to be changed without prior discussions with KingSett Capital.**
- (e) Provide an updated progress matrix (sample one will be provided)

Project Budget, Cost-to-Date and Cost-to-Complete:

1. review the Borrower's draw request based on a Project cost report, invoices and aged payables listing, and update and confirm the cost of work completed to date including holdbacks;
2. Further to the above, the QS must do a review of all the hard cost invoices to ensure amounts claimed are in line with progress on site, including all costs tied to general requirements and trade invoices (full backup of hard costs to be made available on request).
3. update the Project Budget and comment on any amendments to the Project Budget based on a review of the latest information and discussions with the Borrower;
4. review and update the Project cash flow projections and advise on any necessary revisions. Cash flow should include a reasonable forecast of the construction hard costs, and all key milestones in the project per the baseline schedule should be shown in the legend;
5. comment on the adequacy of the remaining contingency allowances;
6. review cancelled cheques to confirm that all material costs claimed in the Borrower's last draw request have been paid; and
7. receive and review a standard Statutory Declaration of Progress Payment Distribution and WSIB certificate. The QS should check that the Statutory Declaration has been signed, stamped by the commissioner and is up to date. If the statutory Declaration isn't up to date this should be flagged in the executive summary of the report.

Construction:

1. review and comment on any changes to the scope of the Project or the Project Budget, including without limitation, any revised drawings if applicable;
2. identify and comment on any amendments to the construction budget to reflect approved change orders, requested change orders under review, and the impact of same on contingencies. With regards to contemplated change orders, the Quantity Surveyor should request updates on a monthly basis;
3. review any additional contracts received since the last draw report for completeness of scope, construction budget, and Project Schedule;
4. confirm committed costs identifying awarded contracts, letters of intent and trade quotations and provide an updated summary of major contracts still to be awarded, and a tendering schedule for such remaining un-awarded scopes of work.

5. Consultant field review reports should be included as an Appendix to the report. Aside from the architect's field review reports, reports should include reports issued by the Shoring Engineer, Civil Engineer, Mechanical and Electrical Engineers, Structural Engineer, and any other designers as relevant to the particular project. If these reports have been requested but not received this should be noted in the Executive summary.
6. provide commentary on the relative experience of any new major trade contractors and any requirement for bonding; and
7. review and comment on any additional new change orders over \$100,000, explaining what has caused the increase to the budget.

Loan Calculation/Monthly Draw:

1. prepare a Loan advance calculation outlining work completed to date, work-in-place, holdback amounts, value of change orders, estimate of cost-to-complete, and recommended source of funding breakdown; and
2. reconcile any deposit use with deposits received to date.

Sales and Deposits:

1. review and analyze the Borrower's updated presale and/or deposit schedule and provide comments on any material changes from the last draw report; and
2. where deposits are held in trust, obtain an updated confirmation from the trustee as to the amounts held.

Permits and Approvals:

1. The QS report should note which agreements and permits have been received and, in the case where not all permits are available, identify which permits have been applied for together with the anticipated timing of receipt and the impact on construction progress, if any; and
2. confirm the amounts of any required letters of credit and whether any or all of these are duplicates of Project costs included within the Project Budget.

Insurance: review insurance provided in terms of period of coverage, insured parties, loss payable and the sum insured. If any insurance documents are out of date this should be noted in the Executive summary of the report.

Other:

1. identify any potential issues that may affect the completion of the Project in accordance with the Project Budget and the Project Schedule;
2. provide any additional recommendations as they become apparent during the Project Monitor's review and discussions with the Borrower and the Lender;
3. All Monitoring reports should include the following Appendices:

- (a) Borrower's cost ledger / Borrower's job cost report
- (b) Quantity Surveyor's Capital Cost Summary (CCS)
- (c) A reconciliation between the Quantity Surveyor's CCS and the Borrower's ledger
- (d) A construction cost report (CCR)
- (e) Draft Margin Calculation
- (f) A current project schedule
- (g) Cash flow (must be kept up to date)
- (h) A progress matrix showing what has been completed to date on site (example matrix included)
- (i) Borrower's sales report
- (j) Deposit Trust summary
- (k) The Construction Manager's invoice / Contractor's invoice. If applicable, executed copies of change orders should be included
- (l) Consultant reports. (including structural, mechanical, electrical, geotechnical reports as available)
- (m) Site Photographs (minimum of 8 photos once structure is at grade)
- (n) Project Monitor's Certificate for Payment
- (o) Project Monitor Certificate
- (p) Statutory Declaration and WSIB / Worksafe statement
- (q) Off site Storage Agreements (if off site storage has been claimed, please enclose in a separate appendix)
- (r) Building Permits & Development agreements (as they are received)
- (s) Contracts / Backup to costs being reported as committed (as they are received)
- (t) Insurance certificates (when updated / renewed)

SCHEDULE E REPORTING

The Borrower shall provide the Lender with copies of the following regarding the Loan Parties and the Project:

1. any and all insurance policy renewals and/or amendments within ten business days of the issuance thereof. The Lender may, in its unfettered discretion, require its insurance consultant to conduct an insurance review at the Borrower's expense;
2. ongoing Project information including, but not limited to, strata plan documentation, working and final architects' / engineers' drawings, construction budgets, artist's renderings, and floor plans for the proposed Units;
3. annually or as otherwise requested from time to time by the Lender evidence of the payment of all property taxes, local improvement rates and charges with respect to the Project;
4. within 90 days of the end of each of its fiscal years, or if the Borrower is an individual, each calendar year, or more often if requested by the Lender, the Borrower shall provide to the Lender:
 - (a) notice to reader financial statements of the Borrower and of any corporate Guarantor, including a balance sheet and supporting schedules, a detailed statement of income and expenditures and supporting schedules, and a statement of change in cash flow; and
 - (b) in the case of an individual Borrower or personal Guarantor, net worth statements may be supplied in lieu of financial statements;
5. on a monthly basis, Project sales list updates and all newly executed firm and binding purchase and sale agreements with respect to the sale of Units; and
6. at the Lender's request from time to time, the Borrower shall provide the Lender with any other relevant updates regarding the Project.

**SCHEDULE F
NOTICE TO PROPERTY TAX AUTHORITY**

Re: **Borrower:** _____
 Property: _____
 Loan No.: _____

To Whom It May Concern:

Approval is being given to release any information verbally or in writing as requested by our mortgage company, KingSett Mortgage Corporation, regarding all matters related to taxes for the above-noted property. This is including but not limited to taxes outstanding, status of tax account, payments received and/or outstanding or copies of tax statements.

This approval will remain in full force and effect until the mortgage is paid in full.

Dated this _____ day of _____, 20_____.

BORROWER:

Surrey Centre District NW GP Ltd., in its capacity as
 general partner for and on behalf of District
 Northwest LP

NOMINEE:

105 University View Homes Ltd.

 Name:
 Title:
 I/we have authority to bind the Corporation

 Name:
 Title:
 I/we have authority to bind the
 Corporation

<p>Property Civic Address:</p> <p>Roll Number:</p> <p align="center">(Please complete in full)</p>
--

**SCHEDULE G
PRE-AUTHORIZED DEBIT FORM**

I/we authorize KingSett Mortgage Corporation ("KingSett") or its affiliates and the financial institution designated (or any other financial institution I/we may authorize at any time) to debit my/our bank account for regular recurring payments and/or one-time payments from time to time, for payment of all monies owing under a mortgage granted to and in favour of KingSett (the "Mortgage"). Regular recurring payments will be debited from my/our specified account monthly on the due date specified in the Mortgage. The entry in my/our bank statement will constitute my/our receipt.

I/We acknowledge that the regular recurring payments may vary from time to time in light of changes to realty taxes, interest adjustments, arrears, fees or, if the Mortgage bears a variable interest rate, because of interest rate fluctuations. I/We agree that no prior notification of the amount of each regular recurring payment will be given to me/us and I/we specifically waive any pre-notification requirements in respect of same. KingSett will obtain my/our authorization for any other one-time or sporadic debits.

If there is a change in the bank and/or account numbers from which payments are to be drawn, and if the new account is in my/our name, then only a new personalized cheque marked "VOID" will be required for KingSett to draw from the new account.

This authorization may be revoked by the undersigned on 30 days prior written notice. A sample cancellation form and further information on cancellation rights may be obtained from the financial institution noted above or by visiting www.cdnpay.ca.

I/We have certain recourse rights if any debit does not comply with this document. For example, I/we have the right to receive reimbursement for any debit that is not authorized by, or is not consistent with, this document. More information on recourse rights may be obtained from the financial institution noted above or by visiting www.cdnpay.ca.

Borrower Name	
Address	Province
City	Postal Code
Phone #	

FI Name:	Institution #
Account #	Transit #
Address	Province
City	Postal Code

Authorized Signatures(s)	
Name(s)	

**SCHEDULE H
PROJECT BUDGET**

The total Project Budget has been represented by the Borrower to be \$560,000,000 as set out below.

Budget.	\$
Land Costs	\$53,000,000
Hard Costs	311,700,000
Soft Costs	20,836,771
DCs and Levies	55,871,000
DM Fees	1,500,000
Marketing & Comm.	19,544,109
Financing Costs	78,382,500
Contingency	19,165,620
TOTAL	\$560,000,000

SCHEDULE I
SALES LIST

Tower	Site Name	Block	Ac.	Typ	Vol	Class	Est Price	Net Contract Price	Proc Date	Open
DirectNorthwest-WestTower	101	1	822	100-0	W	Std	\$118,800.00			
DirectNorthwest-WestTower	102	1	822	100-0	W	Std	\$118,800.00	\$12,000.00	4/27/2011	\$10,800.00
DirectNorthwest-WestTower	103	2	821	100-0	S	Std	\$136,800.00	\$18,300.00	4/27/2011	\$11,400.00
DirectNorthwest-WestTower	104	4	793	100-0	S	Std	\$118,800.00	\$18,000.00	4/26/2011	\$18,000.00
DirectNorthwest-WestTower	105	5	778	100-0	S	Std	\$116,800.00	\$20,200.00	4/17/2011	\$11,400.00
DirectNorthwest-WestTower	106	8	824	100	S	Std	\$119,800.00	\$23,000.00	4/16/2011	\$18,800.00
DirectNorthwest-WestTower	107	7	821	100	S	Std	\$169,800.00	\$25,500.00	4/17/2011	\$14,300.00
DirectNorthwest-WestTower	201	8	829	100-0	W	Std	\$122,800.00	\$17,800.00	4/17/2011	\$11,000.00
DirectNorthwest-WestTower	202	9	819	100-0	W	Std	\$129,800.00	\$14,500.00	4/27/2011	\$19,300.00
DirectNorthwest-WestTower	203	10	818	100	W	Std	\$119,800.00	\$11,800.00	4/16/2011	\$10,000.00
DirectNorthwest-WestTower	204	11	817	100-0	W	Std	\$124,800.00	\$18,000.00	4/27/2011	\$10,800.00
DirectNorthwest-WestTower	205	12	817	100-0	W	Std	\$129,800.00	\$25,500.00	4/27/2011	\$18,000.00
DirectNorthwest-WestTower	206	13	801	100-0	W	Std	\$119,800.00	\$18,000.00	4/17/2011	\$12,800.00
DirectNorthwest-WestTower	207	14	810	100-0	W	Std	\$123,800.00	\$21,800.00	4/27/2011	\$12,800.00
DirectNorthwest-WestTower	208	15	817	100	W	Std	\$129,800.00	\$23,000.00	4/27/2011	\$17,800.00
DirectNorthwest-WestTower	209	16	815	100-0	E	Std	\$169,800.00	\$47,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	210	17	813	100-0	E	Std	\$133,800.00	\$17,800.00	4/27/2011	\$18,000.00
DirectNorthwest-WestTower	211	18	814	100-0	E	Std	\$118,800.00	\$17,800.00	4/17/2011	\$18,000.00
DirectNorthwest-WestTower	212	19	816	100-0	E	Std	\$133,800.00	\$17,800.00	4/27/2011	\$18,000.00
DirectNorthwest-WestTower	213	20	717	100-0	E	Std	\$122,800.00	\$38,000.00	4/27/2011	\$18,000.00
DirectNorthwest-WestTower	214	21	815	100-0	S	Std	\$119,800.00	\$25,000.00	4/27/2011	\$22,800.00
DirectNorthwest-WestTower	215	22	817	100-0	S	As-Built	\$119,800.00			
DirectNorthwest-WestTower	216	23	800	100	H	Std	\$213,800.00	\$18,800.00	5/17/2011	\$18,800.00
DirectNorthwest-WestTower	217	24	817	100	H	Std	\$161,800.00	\$18,800.00	4/17/2011	\$18,000.00
DirectNorthwest-WestTower	218	25	815	100	H	Std	\$119,800.00	\$18,200.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	219	26	813	100	H	Std	\$133,800.00	\$18,800.00	4/27/2011	\$18,800.00
DirectNorthwest-WestTower	220	27	819	100-0	S	Std	\$123,800.00	\$14,800.00	4/16/2011	\$19,800.00
DirectNorthwest-WestTower	221	28	815	100	S	Std	\$109,800.00	\$16,800.00	4/27/2011	\$18,000.00
DirectNorthwest-WestTower	222	29	818	100-0	S	As-Built	\$123,800.00			
DirectNorthwest-WestTower	223	30	778	100-0	E	Std	\$213,800.00	\$21,800.00	4/17/2011	\$22,800.00
DirectNorthwest-WestTower	224	31	813	100-0	W	Std	\$119,800.00	\$18,800.00	4/16/2011	\$18,800.00
DirectNorthwest-WestTower	225	32	817	100	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	226	33	819	100	W	Std	\$119,800.00	\$18,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	227	34	811	100	W	Std	\$119,800.00	\$18,800.00	4/17/2011	\$18,000.00
DirectNorthwest-WestTower	228	35	820	100-0	W	Std	\$109,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	229	36	820	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$22,800.00
DirectNorthwest-WestTower	230	37	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$22,800.00
DirectNorthwest-WestTower	231	38	811	100-0	W	Std	\$119,800.00	\$18,000.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	232	39	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	233	40	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	234	41	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	235	42	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	236	43	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	237	44	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	238	45	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	239	46	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	240	47	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	241	48	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	242	49	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	243	50	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	244	51	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	245	52	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	246	53	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	247	54	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	248	55	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	249	56	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	250	57	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	251	58	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	252	59	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	253	60	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	254	61	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00
DirectNorthwest-WestTower	255	62	813	100-0	W	Std	\$119,800.00	\$17,800.00	4/16/2011	\$18,000.00

District Northwest - West Tower	408	63	451	DuDe	NE	Sold	\$424,900.00	\$417,900.00	4/13/2012	\$424,900.00
District Northwest - West Tower	409	64	433	DuDe	E	Sold	\$359,900.00	\$357,900.00	4/3/2012	\$71,910.00
District Northwest - West Tower	410	65	474	DuDe	E	Sold	\$359,900.00	\$357,900.00	3/13/2012	\$71,910.00
District Northwest - West Tower	411	66	418	DuDe	E	Sold	\$359,900.00	\$357,900.00	4/3/2012	\$71,910.00
District Northwest - West Tower	412	67	337	180-D	E	Sold	\$587,900.00	\$587,231.00	4/3/2012	\$113,340.00
District Northwest - West Tower	413	68	614	180-D	E	Sold	\$599,900.00	\$593,901.00	4/10/2012	\$59,990.00
District Northwest - West Tower	414	69	438	DuDe	E	Sold	\$459,900.00	\$457,900.00	5/19/2012	\$47,990.00
District Northwest - West Tower	415	70	438	180	N	Sold	\$449,900.00	\$445,601.00	4/16/2012	\$44,990.00
District Northwest - West Tower	416	71	418	180	N	Sold	\$439,900.00	\$431,601.00	4/10/2012	\$48,990.00
District Northwest - West Tower	417	72	444	180	NE	Sold	\$439,900.00	\$433,501.00	4/11/2012	\$46,990.00
District Northwest - West Tower	418	73	518	280	FE	Sold	\$518,900.00	\$513,711.00	4/7/2012	\$107,710.00
District Northwest - West Tower	419	74	451	180-D	S	Sold	\$489,900.00	\$483,201.00	4/18/2012	\$46,990.00
District Northwest - West Tower	420	75	466	180-D	S	Sold	\$484,900.00	\$480,231.00	4/17/2012	\$48,490.00
District Northwest - West Tower	421	76	443	180-D	S	Sold	\$474,900.00	\$470,151.00	4/11/2012	\$47,490.00
District Northwest - West Tower	422	77	435	180-D	S	Sold	\$469,900.00	\$465,201.00	4/13/2012	\$46,990.00
District Northwest - West Tower	423	78	447	180-D	S	Sold	\$484,900.00	\$480,231.00	4/10/2012	\$48,490.00
District Northwest - West Tower	424	79	871	180	SW	Available	\$609,900.00			
District Northwest - West Tower	501	80	418	180	W	Sold	\$439,900.00	\$435,601.00	4/7/2012	\$85,600.00
District Northwest - West Tower	502	81	449	180	W	Sold	\$439,900.00	\$435,501.00	4/9/2012	\$85,990.00
District Northwest - West Tower	503	82	504	180	W	Sold	\$449,900.00	\$445,601.00	4/7/2012	\$89,910.00
District Northwest - West Tower	504	83	443	DuDe	W	Sold	\$419,900.00	\$417,900.00	4/7/2012	\$13,910.00
District Northwest - West Tower	505	84	443	DuDe	W	Sold	\$419,900.00	\$417,900.00	4/11/2012	\$41,990.00
District Northwest - West Tower	506	85	447	DuDe	W	Sold	\$439,900.00	\$437,900.00	4/11/2012	\$41,990.00
District Northwest - West Tower	507	86	818	280-D	NW	Sold	\$823,900.00	\$815,641.00	4/17/2012	\$77,990.00
District Northwest - West Tower	508	87	455	DuDe	NE	Sold	\$434,900.00	\$432,900.00	4/11/2012	\$47,490.00
District Northwest - West Tower	509	88	423	DuDe	E	Sold	\$389,900.00	\$387,900.00	4/10/2012	\$41,990.00
District Northwest - West Tower	510	89	414	DuDe	E	Sold	\$389,900.00	\$387,900.00	4/7/2012	\$77,990.00
District Northwest - West Tower	511	90	418	DuDe	E	Sold	\$389,900.00	\$387,900.00	4/11/2012	\$77,990.00
District Northwest - West Tower	512	91	733	180-D	E	Sold	\$589,900.00	\$584,201.00	4/9/2012	\$113,340.00
District Northwest - West Tower	513	92	614	180-D	E	Sold	\$529,900.00	\$524,601.00	4/7/2012	\$105,310.00
District Northwest - West Tower	514	93	418	DuDe	E	Sold	\$459,900.00	\$456,900.00	5/17/2012	\$47,990.00
District Northwest - West Tower	515	94	418	180	N	Sold	\$449,900.00	\$445,601.00	4/10/2012	\$46,990.00
District Northwest - West Tower	516	95	418	180	N	Sold	\$439,900.00	\$435,301.00	4/5/2012	\$19,910.00
District Northwest - West Tower	517	96	444	180	NE	Sold	\$439,900.00	\$435,501.00	4/11/2012	\$46,990.00
District Northwest - West Tower	518	97	518	280	SE	Sold	\$510,900.00	\$500,064.00	4/7/2012	\$108,160.00
District Northwest - West Tower	519	98	451	180-D	S	Sold	\$469,900.00	\$465,201.00	4/10/2012	\$46,990.00
District Northwest - West Tower	520	99	446	180-D	S	Sold	\$484,900.00	\$480,231.00	4/13/2012	\$48,490.00
District Northwest - West Tower	521	100	462	180-D	S	Sold	\$489,900.00	\$485,201.00	4/11/2012	\$46,990.00
District Northwest - West Tower	522	101	437	180-D	S	Sold	\$469,900.00	\$465,201.00	4/11/2012	\$46,990.00
District Northwest - West Tower	523	102	447	180-D	S	Sold	\$464,900.00	\$460,231.00	4/10/2012	\$46,990.00
District Northwest - West Tower	524	103	871	280	SW	Sold	\$747,900.00	\$735,471.00	4/7/2012	\$118,330.00
District Northwest - West Tower	601	104	411	180	W	Sold	\$419,900.00	\$415,601.00	4/4/2012	\$45,600.00
District Northwest - West Tower	602	105	449	180	W	Sold	\$419,900.00	\$415,101.00	4/14/2012	\$47,190.00
District Northwest - West Tower	603	106	504	180	W	Sold	\$459,900.00	\$455,301.00	4/11/2012	\$45,990.00
District Northwest - West Tower	604	107	443	DuDe	W	Sold	\$419,900.00	\$417,900.00	4/12/2012	\$19,910.00
District Northwest - West Tower	605	108	443	DuDe	W	Sold	\$409,900.00	\$407,900.00	4/7/2012	\$19,910.00
District Northwest - West Tower	606	109	447	DuDe	W	Sold	\$409,900.00	\$407,900.00	4/7/2012	\$107,470.00
District Northwest - West Tower	607	110	848	180-D	NW	Sold	\$817,900.00	\$819,831.00	4/9/2012	\$82,790.00
District Northwest - West Tower	608	111	415	DuDe	NE	Sold	\$424,900.00	\$421,900.00	4/11/2012	\$42,490.00
District Northwest - West Tower	609	112	433	DuDe	E	Sold	\$369,900.00	\$367,900.00	4/7/2012	\$73,910.00
District Northwest - West Tower	610	113	414	DuDe	E	Sold	\$359,900.00	\$357,900.00	4/9/2012	\$73,910.00
District Northwest - West Tower	611	114	416	DuDe	E	Sold	\$369,900.00	\$367,900.00	4/7/2012	\$73,910.00
District Northwest - West Tower	612	115	733	180-D	E	Sold	\$721,900.00	\$716,111.00	4/7/2012	\$116,310.00
District Northwest - West Tower	613	116	818	180-D	E	Sold	\$831,900.00	\$826,541.00	4/9/2012	\$106,360.00
District Northwest - West Tower	614	117	496	DuDe	E	Sold	\$559,900.00	\$545,900.00	4/10/2012	\$46,990.00
District Northwest - West Tower	615	118	438	180	N	Sold	\$449,900.00	\$445,601.00	4/19/2012	\$44,990.00
District Northwest - West Tower	616	119	428	180	N	Sold	\$419,900.00	\$415,301.00	4/7/2012	\$83,310.00
District Northwest - West Tower	617	120	444	180	NE	Sold	\$439,900.00	\$435,301.00	4/10/2012	\$43,310.00
District Northwest - West Tower	618	121	538	280	SE	Sold	\$531,900.00	\$529,944.00	4/7/2012	\$104,360.00
District Northwest - West Tower	619	122	451	180-D	S	Sold	\$469,900.00	\$465,201.00	4/14/2012	\$46,990.00
District Northwest - West Tower	620	123	448	180-D	S	Sold	\$484,900.00	\$480,231.00	4/11/2012	\$46,490.00
District Northwest - West Tower	621	124	462	180-D	S	Sold	\$489,900.00	\$485,201.00	4/7/2012	\$93,310.00

District Northwest - West Tower	623	325	433	180-D	S	Sold	\$469,900.00	\$455,201.00	4/10/2012	\$14,699.00
District Northwest - West Tower	623	326	447	180-D	S	Sold	\$464,900.00	\$460,231.00	4/11/2012	\$48,330.00
District Northwest - West Tower	624	327	871	320	SV	Sold	\$744,900.00	\$737,451.00	4/17/2012	\$7,449.00
District Northwest - West Tower	701	328	439	180	W	Sold	\$439,900.00	\$435,601.00	4/4/2012	\$4,299.00
District Northwest - West Tower	702	329	449	180	W	Sold	\$439,900.00	\$435,601.00	4/4/2012	\$4,299.00
District Northwest - West Tower	703	330	304	180	W	Sold	\$449,900.00	\$445,401.00	4/17/2012	\$4,499.00
District Northwest - West Tower	704	331	443	180-D	W	Sold	\$419,900.00	\$417,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	705	332	443	180-D	W	Sold	\$419,900.00	\$417,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	706	333	447	180-D	W	Sold	\$409,900.00	\$407,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	707	334	885	180-D	HW	Sold	\$831,900.00	\$823,581.00	4/9/2012	\$8,319.00
District Northwest - West Tower	708	335	435	180-D	HE	Sold	\$429,900.00	\$427,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	709	336	433	180-D	E	Sold	\$339,900.00	\$337,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	710	337	418	180-D	E	Sold	\$369,900.00	\$367,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	711	338	418	180-D	E	Sold	\$369,900.00	\$367,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	712	339	312	180-D	E	Sold	\$379,900.00	\$378,161.00	4/7/2012	\$1,739.00
District Northwest - West Tower	713	340	814	180-D	E	Sold	\$533,900.00	\$528,581.00	4/7/2012	\$5,319.00
District Northwest - West Tower	714	341	438	180-D	E	Sold	\$439,900.00	\$435,201.00	4/10/2012	\$4,699.00
District Northwest - West Tower	715	342	458	180	H	Sold	\$449,900.00	\$445,401.00	5/16/2012	\$4,499.00
District Northwest - West Tower	716	343	438	180	H	Sold	\$439,900.00	\$435,601.00	4/17/2012	\$4,299.00
District Northwest - West Tower	717	344	444	180	HE	Sold	\$419,900.00	\$415,501.00	4/17/2012	\$4,399.00
District Northwest - West Tower	718	345	838	280	SE	Sold	\$524,900.00	\$519,651.00	4/17/2012	\$5,249.00
District Northwest - West Tower	719	346	451	180-D	S	Sold	\$439,900.00	\$433,201.00	4/7/2012	\$6,699.00
District Northwest - West Tower	720	347	446	180-D	S	Sold	\$464,900.00	\$460,231.00	4/10/2012	\$4,669.00
District Northwest - West Tower	721	348	483	180-D	S	Sold	\$459,900.00	\$455,201.00	4/7/2012	\$4,699.00
District Northwest - West Tower	722	349	433	180-D	S	Sold	\$489,900.00	\$485,201.00	4/11/2012	\$4,699.00
District Northwest - West Tower	723	350	447	180-D	S	Sold	\$464,900.00	\$460,231.00	4/10/2012	\$4,669.00
District Northwest - West Tower	724	351	873	320	SV	Sold	\$746,900.00	\$739,431.00	4/7/2012	\$7,469.00
District Northwest - West Tower	801	352	438	180	W	Sold	\$439,900.00	\$435,601.00	4/7/2012	\$4,299.00
District Northwest - West Tower	802	353	448	180	W	Sold	\$439,900.00	\$435,601.00	4/7/2012	\$4,299.00
District Northwest - West Tower	803	354	504	180	W	Sold	\$449,900.00	\$445,401.00	4/7/2012	\$4,499.00
District Northwest - West Tower	804	355	463	180-D	W	Sold	\$419,900.00	\$417,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	805	356	443	180-D	W	Sold	\$409,900.00	\$407,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	806	357	447	180-D	W	Sold	\$409,900.00	\$407,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	807	358	886	180-D	HW	Sold	\$739,900.00	\$733,601.00	4/9/2012	\$6,299.00
District Northwest - West Tower	808	359	435	180-D	HE	Sold	\$409,900.00	\$407,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	809	360	473	180-D	E	Sold	\$319,900.00	\$317,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	810	361	474	180-D	E	Sold	\$319,900.00	\$317,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	811	362	478	180-D	E	Sold	\$319,900.00	\$317,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	812	363	733	180-D	E	Sold	\$575,900.00	\$570,141.00	4/17/2012	\$5,759.00
District Northwest - West Tower	813	364	816	180-D	E	Sold	\$535,900.00	\$530,541.00	4/17/2012	\$5,359.00
District Northwest - West Tower	814	365	496	180-D	E	Sold	\$469,900.00	\$463,900.00	4/17/2012	\$6,000.00
District Northwest - West Tower	815	366	458	180	H	Sold	\$439,900.00	\$435,101.00	4/7/2012	\$4,799.00
District Northwest - West Tower	816	367	472	180	H	Sold	\$439,900.00	\$430,551.00	4/17/2012	\$9,349.00
District Northwest - West Tower	817	368	464	180	HE	Sold	\$439,900.00	\$435,601.00	4/7/2012	\$4,299.00
District Northwest - West Tower	818	369	538	280	SE	Sold	\$526,900.00	\$495,211.00	4/7/2012	\$31,689.00
District Northwest - West Tower	819	370	451	180-D	S	Sold	\$464,900.00	\$460,231.00	4/7/2012	\$4,669.00
District Northwest - West Tower	820	371	446	180-D	S	Sold	\$459,900.00	\$455,201.00	4/7/2012	\$4,699.00
District Northwest - West Tower	821	372	493	180-D	S	Sold	\$459,900.00	\$454,504.00	4/7/2012	\$5,396.00
District Northwest - West Tower	822	373	455	180-D	S	Sold	\$484,900.00	\$480,231.00	4/17/2012	\$4,669.00
District Northwest - West Tower	823	374	447	180-D	S	Sold	\$459,900.00	\$455,201.00	4/7/2012	\$4,699.00
District Northwest - West Tower	824	375	871	320	SV	Sold	\$748,900.00	\$741,411.00	4/7/2012	\$7,489.00
District Northwest - West Tower	901	376	438	180	W	Sold	\$439,900.00	\$435,601.00	4/7/2012	\$4,299.00
District Northwest - West Tower	902	377	449	180	W	Sold	\$439,900.00	\$435,501.00	4/17/2012	\$4,399.00
District Northwest - West Tower	903	378	504	180	W	Sold	\$439,900.00	\$435,201.00	4/7/2012	\$4,699.00
District Northwest - West Tower	904	379	443	180-D	W	Sold	\$439,900.00	\$435,601.00	4/7/2012	\$4,299.00
District Northwest - West Tower	905	380	433	180-D	W	Sold	\$419,900.00	\$417,900.00	4/7/2012	\$2,000.00
District Northwest - West Tower	906	381	448	180-D	W	Sold	\$419,900.00	\$417,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	907	382	451	180-D	W	Sold	\$419,900.00	\$415,601.00	4/17/2012	\$4,299.00
District Northwest - West Tower	908	383	474	180	HW	Sold	\$419,900.00	\$415,701.00	4/7/2012	\$4,199.00
District Northwest - West Tower	909	384	435	180-D	HE	Sold	\$419,900.00	\$417,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	910	385	433	180-D	E	Sold	\$399,900.00	\$397,900.00	4/17/2012	\$2,000.00
District Northwest - West Tower	911	386	474	180-D	E	Sold	\$379,900.00	\$377,900.00	4/17/2012	\$2,000.00

District Northwest - West Tower	913	187	418	180D	E	Sold	\$179,900.00	\$117,900.00	4/15/2012	\$41,490.00
District Northwest - West Tower	914	188	719	180D	E	Sold	\$577,900.00	\$572,111.00	4/7/2012	\$15,516.00
District Northwest - West Tower	916	189	614	180D	E	Sold	\$537,900.00	\$533,511.00	4/17/2012	\$10,540.00
District Northwest - West Tower	915	190	498	180D	E	Sold	\$449,900.00	\$445,904.00	9/13/2012	\$19,000.00
District Northwest - West Tower	916	191	458	180	H	Sold	\$499,900.00	\$455,261.00	4/15/2012	\$45,990.00
District Northwest - West Tower	917	192	479	180	H	Sold	\$419,900.00	\$415,661.00	4/7/2012	\$29,990.00
District Northwest - West Tower	918	193	444	180	HT	Sold	\$449,900.00	\$445,481.00	4/17/2012	\$4,990.00
District Northwest - West Tower	919	194	518	280	SE	Sold	\$719,900.00	\$507,744.00	4/7/2012	\$105,710.00
District Northwest - West Tower	920	195	481	180D	S	Sold	\$479,900.00	\$475,181.00	4/15/2012	\$47,990.00
District Northwest - West Tower	921	196	408	180D	S	Sold	\$476,900.00	\$470,151.00	6/7/2012	\$47,990.00
District Northwest - West Tower	922	197	467	180D	S	Sold	\$479,900.00	\$475,181.00	4/7/2012	\$29,990.00
District Northwest - West Tower	923	198	455	180D	S	Sold	\$479,900.00	\$475,181.00	4/10/2012	\$47,990.00
District Northwest - West Tower	924	199	447	180D	S	Sold	\$476,900.00	\$470,151.00	4/15/2012	\$47,990.00
District Northwest - West Tower	925	200	870	310	SV	Sold	\$750,900.00	\$743,311.00	4/7/2012	\$150,100.00
District Northwest - West Tower	1001	201	418	180	IV	Sold	\$439,900.00	\$435,561.00	4/17/2012	\$29,990.00
District Northwest - West Tower	1002	202	448	180	W	Sold	\$439,900.00	\$435,581.00	4/7/2012	\$47,990.00
District Northwest - West Tower	1003	203	504	180	W	Sold	\$439,900.00	\$435,581.00	4/17/2012	\$47,990.00
District Northwest - West Tower	1004	204	441	180D	W	Sold	\$479,900.00	\$477,900.00	4/7/2012	\$47,990.00
District Northwest - West Tower	1009	205	443	180D	V	Sold	\$419,900.00	\$417,900.00	4/7/2012	\$47,990.00
District Northwest - West Tower	1006	206	448	180D	V	Sold	\$419,900.00	\$419,701.00	4/7/2012	\$47,990.00
District Northwest - West Tower	1007	207	491	180D	V	Sold	\$184,900.00	\$183,900.00	4/7/2012	\$76,910.00
District Northwest - West Tower	1008	208	414	180	HW	Sold	\$437,900.00	\$448,311.00	4/15/2012	\$47,990.00
District Northwest - West Tower	1009	209	451	180D	HT	Sold	\$439,900.00	\$441,900.00	4/15/2012	\$44,990.00
District Northwest - West Tower	1010	210	473	180D	E	Sold	\$189,900.00	\$187,900.00	4/7/2012	\$77,990.00
District Northwest - West Tower	1011	211	474	180D	E	Sold	\$189,900.00	\$187,900.00	4/7/2012	\$77,990.00
District Northwest - West Tower	1012	212	418	180D	E Arizona		\$199,900.00			
District Northwest - West Tower	1013	213	719	180D	E	Sold	\$579,900.00	\$574,181.00	4/17/2012	\$115,810.00
District Northwest - West Tower	1014	214	614	180D	E	Sold	\$139,900.00	\$135,561.00	4/7/2012	\$107,810.00
District Northwest - West Tower	1015	215	496	180D	E	Sold	\$449,900.00	\$447,900.00	4/17/2012	\$49,990.00
District Northwest - West Tower	1016	216	458	180	H	Sold	\$419,900.00	\$419,900.00	4/7/2012	\$19,990.00
District Northwest - West Tower	1017	217	419	180	H	Sold	\$479,900.00	\$419,601.00	4/7/2012	\$85,910.00
District Northwest - West Tower	1018	218	444	180	HT	Sold	\$449,900.00	\$457,281.00	4/15/2012	\$69,810.00
District Northwest - West Tower	1019	219	518	280	SE	Sold	\$110,900.00	\$109,644.00	4/7/2012	\$106,100.00
District Northwest - West Tower	1020	220	491	180D	S	Sold	\$478,900.00	\$470,111.00	4/7/2012	\$49,810.00
District Northwest - West Tower	1021	221	446	180D	S	Sold	\$474,900.00	\$470,111.00	4/17/2012	\$47,990.00
District Northwest - West Tower	1022	222	481	180D	S	Sold	\$484,900.00	\$480,011.00	4/17/2012	\$48,490.00
District Northwest - West Tower	1023	223	451	180D	S	Sold	\$479,900.00	\$475,181.00	4/10/2012	\$71,825.00
District Northwest - West Tower	1024	224	447	180D	S	Sold	\$474,900.00	\$470,151.00	4/17/2012	\$47,990.00
District Northwest - West Tower	1025	225	870	310	SV	Sold	\$737,900.00	\$745,371.00	4/7/2012	\$160,500.00
District Northwest - West Tower	1101	226	437	180	W	Sold	\$419,900.00	\$415,501.00	4/7/2012	\$17,990.00
District Northwest - West Tower	1102	227	815	280	W	Sold	\$767,900.00	\$760,211.00	4/7/2012	\$153,100.00
District Northwest - West Tower	1103	228	707	280	HW	Sold	\$749,900.00	\$751,281.00	4/7/2012	\$153,100.00
District Northwest - West Tower	1104	229	701	180D	HT	Sold	\$719,900.00	\$717,281.00	4/7/2012	\$147,810.00
District Northwest - West Tower	1105	230	518	180	E	Sold	\$189,900.00	\$184,281.00	4/15/2012	\$119,810.00
District Northwest - West Tower	1106	231	684	180D	E	Sold	\$189,900.00	\$184,081.00	4/7/2012	\$117,810.00
District Northwest - West Tower	1107	232	495	180D	E	Sold	\$479,900.00	\$445,200.00	4/17/2012	\$47,790.00
District Northwest - West Tower	1108	233	456	180	H	Sold	\$449,900.00	\$445,481.00	4/7/2012	\$49,810.00
District Northwest - West Tower	1109	234	437	180	H	Sold	\$419,900.00	\$415,601.00	4/7/2012	\$45,810.00
District Northwest - West Tower	1110	235	444	180	HT	Sold	\$449,900.00	\$445,481.00	4/10/2012	\$46,890.00
District Northwest - West Tower	1111	236	517	280	SE	Sold	\$579,900.00	\$511,814.00	4/7/2012	\$106,510.00
District Northwest - West Tower	1112	237	451	180D	S	Sold	\$489,900.00	\$415,181.00	4/15/2012	\$47,890.00
District Northwest - West Tower	1113	238	443	180D	S	Sold	\$484,900.00	\$480,011.00	4/7/2012	\$48,490.00
District Northwest - West Tower	1114	239	463	180D	S	Sold	\$449,900.00	\$445,281.00	4/7/2012	\$47,810.00
District Northwest - West Tower	1115	240	414	180D	S	Sold	\$479,900.00	\$475,181.00	4/10/2012	\$47,990.00
District Northwest - West Tower	1116	241	448	180D	SV	Sold	\$469,900.00	\$465,281.00	4/7/2012	\$93,890.00
District Northwest - West Tower	1117	242	870	310	W	Sold	\$784,900.00	\$747,311.00	4/7/2012	\$150,410.00
District Northwest - West Tower	1201	243	418	180	W	Sold	\$449,900.00	\$445,481.00	4/7/2012	\$19,810.00
District Northwest - West Tower	1102	244	447	180	W	Sold	\$419,900.00	\$415,481.00	4/7/2012	\$19,810.00
District Northwest - West Tower	1103	245	877	280	HW	Sold	\$609,900.00	\$603,861.00	4/8/2012	\$121,810.00
District Northwest - West Tower	1204	246	418	180	HT	Sold	\$104,900.00	\$104,811.00	4/4/2012	\$100,810.00
District Northwest - West Tower	1105	247	813	280	E	Sold	\$189,900.00	\$184,081.00	4/8/2012	\$117,810.00
District Northwest - West Tower	1206	248	610	180D	E	Sold	\$199,900.00	\$194,281.00	4/7/2012	\$111,810.00

District Northwest - West Tower	1207	349	485	Shed	E	Sold	\$478,000.00	\$477,500.00	4/23/2012	\$47,890.00
District Northwest - West Tower	1208	310	461	180	W	Sold	\$489,000.00	\$498,901.00	4/13/2012	\$49,890.00
District Northwest - West Tower	1209	351	476	180	H	Sold	\$449,000.00	\$445,401.00	4/17/2012	\$44,990.00
District Northwest - West Tower	1210	352	444	180	NE	Sold	\$449,000.00	\$443,401.00	4/7/2012	\$49,890.00
District Northwest - West Tower	1211	353	358	180	SE	Sold	\$533,000.00	\$503,804.00	4/17/2012	\$108,890.00
District Northwest - West Tower	1212	354	452	180+D	S	Sold	\$479,000.00	\$475,101.00	4/25/2012	\$89,890.00
District Northwest - West Tower	1213	315	446	180+D	S	Sold	\$484,000.00	\$480,051.00	4/29/2012	\$49,890.00
District Northwest - West Tower	1214	316	463	180+D	S	Sold	\$494,000.00	\$519,651.00	4/11/2012	\$52,890.00
District Northwest - West Tower	1215	317	455	180+D	S	Sold	\$479,000.00	\$475,101.00	4/10/2012	\$89,890.00
District Northwest - West Tower	1216	318	447	180+D	S	Sold	\$479,000.00	\$480,051.00	4/17/2012	\$49,890.00
District Northwest - West Tower	1217	319	871	280	SW	Sold	\$819,000.00	\$811,201.00	4/29/2012	\$81,890.00
District Northwest - West Tower	1201	360	438	180	W	Sold	\$457,000.00	\$453,211.00	4/17/2012	\$93,890.00
District Northwest - West Tower	1202	351	474	180	W	Sold	\$483,000.00	\$458,231.00	4/7/2012	\$92,890.00
District Northwest - West Tower	1203	312	762	280+D	HW	Sold	\$743,000.00	\$736,481.00	4/7/2012	\$149,890.00
District Northwest - West Tower	1204	363	742	280	NE	Sold	\$799,000.00	\$801,601.00	4/27/2012	\$80,990.00
District Northwest - West Tower	1205	364	511	180+D	E	Sold	\$507,000.00	\$502,811.00	4/4/2012	\$101,890.00
District Northwest - West Tower	1206	315	879	180+D	E	Sold	\$581,000.00	\$578,051.00	4/27/2012	\$116,890.00
District Northwest - West Tower	1207	316	478	Shed	E	Sold	\$438,000.00	\$437,800.00	4/17/2012	\$89,890.00
District Northwest - West Tower	1208	317	751	280	SE	Sold	\$837,000.00	\$831,011.00	4/29/2012	\$137,890.00
District Northwest - West Tower	1209	318	491	180	S	Sold	\$443,000.00	\$443,184.00	4/29/2012	\$49,890.00
District Northwest - West Tower	1210	319	478	180+D	S	Sold	\$497,000.00	\$492,811.00	4/7/2012	\$99,890.00
District Northwest - West Tower	1211	320	886	280	SW	Sold	\$925,000.00	\$816,811.00	4/10/2012	\$82,890.00
District Northwest - West Tower	1401	321	493	180	W	Sold	\$459,000.00	\$455,201.00	4/7/2012	\$91,890.00
District Northwest - West Tower	1402	322	434	180	W	Sold	\$484,000.00	\$480,211.00	4/7/2012	\$92,890.00
District Northwest - West Tower	1403	323	218	180+D	HW	Sold	\$819,000.00	\$819,211.00	4/11/2012	\$82,890.00
District Northwest - West Tower	1404	324	745	280	NE	Sold	\$747,000.00	\$735,431.00	4/11/2012	\$74,290.00
District Northwest - West Tower	1405	325	811	180+D	E	Sold	\$489,000.00	\$485,201.00	4/7/2012	\$92,890.00
District Northwest - West Tower	1406	326	848	180+D	E	Sold	\$587,000.00	\$582,011.00	4/17/2012	\$132,890.00
District Northwest - West Tower	1407	327	682	180+D	E	Sold	\$641,000.00	\$635,481.00	4/19/2012	\$63,890.00
District Northwest - West Tower	1408	328	787	280	SE	Sold	\$489,000.00	\$485,001.00	4/7/2012	\$122,490.00
District Northwest - West Tower	1409	329	408	180	S	Sold	\$444,000.00	\$440,451.00	4/7/2012	\$88,890.00
District Northwest - West Tower	1410	320	453	180+D	S	Sold	\$499,000.00	\$494,801.00	4/25/2012	\$99,890.00
District Northwest - West Tower	1411	321	873	280	SW	Sold	\$749,000.00	\$732,403.00	4/17/2012	\$74,990.00
District Northwest - West Tower	1501	382	437	180	W	Sold	\$481,000.00	\$482,281.00	4/7/2012	\$92,890.00
District Northwest - West Tower	1502	383	434	180	W	Sold	\$466,000.00	\$465,211.00	4/7/2012	\$92,890.00
District Northwest - West Tower	1503	384	738	280+D	HW	Sold	\$741,000.00	\$734,481.00	4/7/2012	\$148,890.00
District Northwest - West Tower	1504	385	745	280	NE	Sold	\$786,000.00	\$781,811.00	4/13/2012	\$179,890.00
District Northwest - West Tower	1505	386	311	180+D	E	Sold	\$491,000.00	\$487,871.00	4/7/2012	\$28,890.00
District Northwest - West Tower	1506	387	648	180+D	E	Sold	\$188,000.00	\$184,991.00	4/7/2012	\$18,180.00
District Northwest - West Tower	1507	388	682	180+D	E	Sold	\$187,000.00	\$184,281.00	3/13/2012	\$112,780.00
District Northwest - West Tower	1508	389	767	280	SE	Sold	\$793,000.00	\$789,841.00	4/13/2012	\$79,290.00
District Northwest - West Tower	1509	390	408	180	S	Sold	\$458,000.00	\$453,811.00	4/7/2012	\$89,890.00
District Northwest - West Tower	1510	391	453	180+D	S	Sold	\$107,000.00	\$107,871.00	4/27/2012	\$100,380.00
District Northwest - West Tower	1611	392	873	280	SW	Sold	\$849,000.00	\$841,403.00	4/11/2012	\$84,990.00
District Northwest - West Tower	1601	393	497	180	W	Sold	\$487,000.00	\$482,281.00	4/29/2012	\$92,780.00
District Northwest - West Tower	1602	394	434	180	W	Sold	\$468,000.00	\$464,211.00	4/6/2012	\$92,280.00
District Northwest - West Tower	1603	395	738	280+D	HW	Sold	\$743,000.00	\$738,441.00	4/6/2012	\$149,180.00
District Northwest - West Tower	1604	396	745	280	NE	Sold	\$730,000.00	\$725,391.00	4/4/2012	\$120,180.00
District Northwest - West Tower	1605	397	811	180+D	E	Sold	\$315,000.00	\$315,244.00	4/7/2012	\$101,180.00
District Northwest - West Tower	1606	398	648	180+D	E	Sold	\$187,000.00	\$187,841.00	4/7/2012	\$118,280.00
District Northwest - West Tower	1607	399	682	180+D	E	Sold	\$166,000.00	\$164,211.00	4/29/2012	\$112,280.00
District Northwest - West Tower	1608	400	767	280	SE	Sold	\$697,000.00	\$690,811.00	4/7/2012	\$119,380.00
District Northwest - West Tower	1609	401	409	180	S	Sold	\$459,000.00	\$455,211.00	4/7/2012	\$91,280.00
District Northwest - West Tower	1610	402	413	180+D	S	Sold	\$110,000.00	\$101,281.00	4/13/2012	\$51,090.00
District Northwest - West Tower	1611	403	873	280	SW	Sold	\$759,000.00	\$752,201.00	4/7/2012	\$169,870.00
District Northwest - West Tower	1701	384	437	180	W	Sold	\$465,000.00	\$461,241.00	4/29/2012	\$92,180.00
District Northwest - West Tower	1702	385	434	180	W	Sold	\$470,000.00	\$452,044.00	4/29/2012	\$127,230.00
District Northwest - West Tower	1703	386	738	280+D	HW	Sold	\$739,000.00	\$732,101.00	4/4/2012	\$135,820.00
District Northwest - West Tower	1704	387	745	280	NE	Sold	\$764,000.00	\$757,651.00	4/7/2012	\$148,820.00
District Northwest - West Tower	1705	388	811	180+D	E	Sold	\$518,000.00	\$511,711.00	4/29/2012	\$102,220.00
District Northwest - West Tower	1706	389	648	180+D	E	Sold	\$196,000.00	\$190,811.00	4/7/2012	\$119,210.00
District Northwest - West Tower	1707	310	682	180+D	E	Sold	\$184,000.00	\$179,051.00	4/7/2012	\$116,820.00

District Northwest - West Tower	1798	311	247	2RD	SE	Sold	\$101,900.00	\$484,481.00	4/7/2012	\$140,110.00
District Northwest - West Tower	1799	312	409	1RD	S	Sold	\$430,900.00	\$416,391.00	4/7/2012	\$80,110.00
District Northwest - West Tower	1710	313	453	1RD-D	S	Sold	\$113,900.00	\$109,781.00	4/7/2012	\$102,710.00
District Northwest - West Tower	1711	314	873	3RD	SW	Sold	\$164,900.00	\$787,211.00	4/7/2012	\$193,810.00
District Northwest - West Tower	1601	315	437	1RD	W	Sold	\$487,900.00	\$463,211.00	4/7/2012	\$83,390.00
District Northwest - West Tower	1602	316	434	1RD	W	Sold	\$477,900.00	\$468,171.00	4/7/2012	\$84,390.00
District Northwest - West Tower	1603	317	718	2RD-D	NW	Sold	\$183,900.00	\$776,011.00	4/7/2012	\$156,710.00
District Northwest - West Tower	1604	318	745	2RD	NE	Sold	\$169,900.00	\$783,211.00	4/7/2012	\$137,710.00
District Northwest - West Tower	1605	319	811	1RD-D	E	Sold	\$91,900.00	\$516,611.00	4/7/2012	\$104,210.00
District Northwest - West Tower	1606	320	816	1RD-D	E	Sold	\$816,900.00	\$803,211.00	4/7/2012	\$123,310.00
District Northwest - West Tower	1607	321	841	1RD-D	E	Sold	\$177,900.00	\$187,211.00	4/7/2012	\$116,510.00
District Northwest - West Tower	1608	322	787	2RD	SE	Sold	\$105,900.00	\$698,811.00	4/7/2012	\$141,110.00
District Northwest - West Tower	1609	323	409	1RD	S	Sold	\$439,900.00	\$415,781.00	4/7/2012	\$102,810.00
District Northwest - West Tower	1810	324	453	1RD-D	S	Sold	\$113,900.00	\$116,611.00	4/10/2012	\$104,110.00
District Northwest - West Tower	1811	325	873	3RD	SW	Sold	\$189,900.00	\$783,201.00	4/7/2012	\$153,910.00
District Northwest - West Tower	1901	326	437	1RD	W	Sold	\$489,900.00	\$469,201.00	4/7/2012	\$83,810.00
District Northwest - West Tower	1902	327	434	1RD	W	Sold	\$479,900.00	\$470,111.00	4/7/2012	\$84,810.00
District Northwest - West Tower	1903	328	718	2RD-D	NW	Sold	\$213,900.00	\$849,211.00	4/7/2012	\$85,190.00
District Northwest - West Tower	1904	329	745	2RD	NE	Sold	\$183,900.00	\$749,211.00	4/7/2012	\$150,510.00
District Northwest - West Tower	1905	330	811	1RD-D	E	Sold	\$916,900.00	\$519,611.00	4/7/2012	\$104,810.00
District Northwest - West Tower	1906	331	816	1RD-D	E	Sold	\$107,900.00	\$336,811.00	4/7/2012	\$116,910.00
District Northwest - West Tower	1907	332	882	1RD-D	E	Sold	\$175,900.00	\$553,814.00	4/7/2012	\$157,910.00
District Northwest - West Tower	1908	333	787	2RD	SE	Sold	\$109,900.00	\$707,801.00	4/7/2012	\$141,910.00
District Northwest - West Tower	1909	334	409	1RD	S	Sold	\$454,900.00	\$450,211.00	4/7/2012	\$80,810.00
District Northwest - West Tower	1910	335	453	1RD-D	S	Sold	\$164,900.00	\$169,111.00	4/7/2012	\$174,910.00
District Northwest - West Tower	1911	336	873	3RD	SW	Sold	\$189,900.00	\$881,201.00	4/10/2012	\$160,910.00
District Northwest - West Tower	2001	337	437	1RD	W	Sold	\$471,900.00	\$167,181.00	4/7/2012	\$84,110.00
District Northwest - West Tower	2002	338	414	1RD	W	Sold	\$476,900.00	\$417,874.00	4/7/2012	\$85,110.00
District Northwest - West Tower	2003	339	218	1RD-D	NW	Sold	\$113,900.00	\$118,511.00	4/11/2012	\$83,610.00
District Northwest - West Tower	2004	340	745	2RD	NE	Sold	\$156,900.00	\$749,211.00	4/7/2012	\$137,110.00
District Northwest - West Tower	2005	341	811	1RD-D	E	Sold	\$507,900.00	\$503,811.00	4/7/2012	\$101,310.00
District Northwest - West Tower	2006	342	816	1RD-D	E	Sold	\$409,900.00	\$519,811.00	4/7/2012	\$111,110.00
District Northwest - West Tower	2007	343	882	1RD-D	E	Sold	\$378,900.00	\$518,803.00	4/10/2012	\$61,910.00
District Northwest - West Tower	2008	344	787	2RD	SE	Sold	\$733,900.00	\$726,511.00	4/7/2012	\$116,710.00
District Northwest - West Tower	2009	345	409	1RD	S	Sold	\$456,900.00	\$457,211.00	4/7/2012	\$81,810.00
District Northwest - West Tower	2010	346	453	1RD-D	S	Sold	\$117,900.00	\$512,751.00	4/7/2012	\$103,310.00
District Northwest - West Tower	2011	347	873	3RD	SW	Sold	\$874,900.00	\$890,801.00	4/7/2012	\$69,810.00
District Northwest - West Tower	2101	348	437	1RD	W	Sold	\$473,900.00	\$469,181.00	4/7/2012	\$84,110.00
District Northwest - West Tower	2102	349	434	1RD	W	Sold	\$478,900.00	\$459,744.00	4/7/2012	\$85,110.00
District Northwest - West Tower	2103	350	718	2RD-D	NW	Sold	\$185,900.00	\$733,244.00	4/7/2012	\$153,110.00
District Northwest - West Tower	2104	351	745	2RD	NE	Sold	\$780,900.00	\$710,444.00	4/7/2012	\$157,110.00
District Northwest - West Tower	2105	352	811	1RD-D	E	Sold	\$110,900.00	\$505,211.00	4/7/2012	\$103,110.00
District Northwest - West Tower	2106	353	816	1RD-D	E	Sold	\$108,900.00	\$603,811.00	4/7/2012	\$113,210.00
District Northwest - West Tower	2107	354	882	1RD-D	E	Sold	\$181,900.00	\$576,811.00	4/7/2012	\$116,310.00
District Northwest - West Tower	2108	355	787	2RD	SE	Sold	\$217,900.00	\$689,184.00	4/7/2012	\$143,510.00
District Northwest - West Tower	2109	356	409	1RD	S	Sold	\$458,900.00	\$454,211.00	4/7/2012	\$81,810.00
District Northwest - West Tower	2110	357	453	1RD-D	S	Sold	\$119,900.00	\$515,811.00	4/7/2012	\$104,110.00
District Northwest - West Tower	2111	358	873	3RD	SW	Sold	\$834,900.00	\$816,551.00	4/7/2012	\$116,310.00
District Northwest - West Tower	2201	359	437	1RD	W	Sold	\$479,900.00	\$471,141.00	4/7/2012	\$85,110.00
District Northwest - West Tower	2202	360	434	1RD	W	Sold	\$486,900.00	\$481,884.00	4/7/2012	\$86,110.00
District Northwest - West Tower	2203	361	718	2RD-D	NW	Sold	\$185,900.00	\$783,201.00	4/7/2012	\$153,910.00
District Northwest - West Tower	2204	362	745	2RD	NE	Sold	\$781,900.00	\$772,051.00	4/7/2012	\$156,010.00
District Northwest - West Tower	2205	363	811	1RD-D	E	Sold	\$177,900.00	\$543,411.00	4/11/2012	\$84,810.00
District Northwest - West Tower	2206	364	816	1RD-D	E	Sold	\$661,900.00	\$459,211.00	4/11/2012	\$68,410.00
District Northwest - West Tower	2207	365	882	1RD-D	E	Sold	\$184,900.00	\$579,011.00	4/7/2012	\$116,810.00
District Northwest - West Tower	2208	366	787	2RD	SE	Sold	\$731,900.00	\$714,684.00	4/7/2012	\$144,310.00
District Northwest - West Tower	2209	367	409	1RD	S	Sold	\$460,900.00	\$476,091.00	4/7/2012	\$86,810.00
District Northwest - West Tower	2210	368	453	1RD-D	S	Sold	\$171,900.00	\$107,814.00	4/7/2012	\$104,710.00
District Northwest - West Tower	2311	369	873	3RD	SW	Sold	\$789,900.00	\$781,001.00	4/7/2012	\$157,010.00
District Northwest - West Tower	2301	370	437	1RD	W	Sold	\$477,900.00	\$473,211.00	4/7/2012	\$85,810.00
District Northwest - West Tower	2302	371	434	1RD	W	Sold	\$487,900.00	\$483,284.00	4/7/2012	\$110,710.00
District Northwest - West Tower	2303	372	718	2RD-D	NW	Sold	\$779,900.00	\$766,161.00	4/5/2012	\$154,710.00

District Northwest - West Tower	2204	373	745	280	HT	Sold	\$748,900.00	\$181,011.00	4/2/2022	\$567,889.00
District Northwest - West Tower	2205	374	746	180+0	E	Sold	\$516,900.00	\$53,311.00	4/1/2022	\$463,589.00
District Northwest - West Tower	2206	375	747	180+0	E	Sold	\$564,900.00	\$58,251.00	4/11/2022	\$506,649.00
District Northwest - West Tower	2207	376	748	180+0	E	Sold	\$187,900.00	\$183,021.00	4/7/2022	\$4,879.00
District Northwest - West Tower	2208	377	749	280	SE	Sold	\$773,900.00	\$718,641.00	4/5/2022	\$55,259.00
District Northwest - West Tower	2209	378	750	180	S	Sold	\$183,900.00	\$44,364.00	1/10/2022	\$139,536.00
District Northwest - West Tower	2210	379	751	180+0	S	Sold	\$176,900.00	\$33,411.00	4/7/2022	\$143,489.00
District Northwest - West Tower	2211	380	752	280	SW	Sold	\$844,900.00	\$816,451.00	4/7/2022	\$28,449.00
District Northwest - West Tower	2201	381	753	180	W	Sold	\$473,900.00	\$475,101.00	4/1/2022	-\$2,201.00
District Northwest - West Tower	2202	382	754	180	W	Sold	\$488,900.00	\$480,251.00	4/7/2022	\$8,649.00
District Northwest - West Tower	2203	383	755	280+0	HW	Sold	\$773,900.00	\$770,111.00	4/4/2022	\$3,789.00
District Northwest - West Tower	2204	384	756	280	HT	Sold	\$748,900.00	\$181,011.00	4/7/2022	\$567,889.00
District Northwest - West Tower	2205	385	757	180+0	E	Sold	\$119,900.00	\$31,501.00	4/5/2022	\$88,399.00
District Northwest - West Tower	2206	386	758	180+0	E	Sold	\$617,900.00	\$611,721.00	4/7/2022	\$6,179.00
District Northwest - West Tower	2207	387	759	180+0	E	Sold	\$190,900.00	\$184,901.00	4/7/2022	\$6,000.00
District Northwest - West Tower	2208	388	760	280	SE	Sold	\$773,900.00	\$771,641.00	4/7/2022	\$2,259.00
District Northwest - West Tower	2209	389	761	180	S	Sold	\$484,900.00	\$480,211.00	4/1/2022	\$4,689.00
District Northwest - West Tower	2210	390	762	180+0	S	Sold	\$179,900.00	\$31,641.00	4/1/2022	\$148,259.00
District Northwest - West Tower	2211	391	763	280	SW	Sold	\$799,900.00	\$781,411.00	4/4/2022	\$18,489.00
District Northwest - West Tower	2201	392	764	180	W	Sold	\$483,900.00	\$477,011.00	4/7/2022	\$6,889.00
District Northwest - West Tower	2202	393	765	180	W	Sold	\$418,900.00	\$419,011.00	4/7/2022	-\$2,111.00
District Northwest - West Tower	2203	394	766	180+0	HW	Sold	\$811,900.00	\$803,781.00	4/7/2022	\$8,119.00
District Northwest - West Tower	2204	395	767	280	HT	Sold	\$776,900.00	\$769,111.00	4/5/2022	\$7,789.00
District Northwest - West Tower	2205	396	768	180+0	E	Sold	\$377,900.00	\$379,211.00	4/7/2022	-\$1,311.00
District Northwest - West Tower	2206	397	769	180+0	E	Sold	\$670,900.00	\$595,041.00	4/7/2022	\$75,859.00
District Northwest - West Tower	2207	398	770	180+0	E	Sold	\$193,900.00	\$187,811.00	4/1/2022	\$6,089.00
District Northwest - West Tower	2208	399	771	280	SE	Sold	\$733,900.00	\$716,511.00	4/7/2022	\$17,389.00
District Northwest - West Tower	2209	400	772	180	S	Sold	\$466,900.00	\$463,211.00	4/1/2022	\$3,689.00
District Northwest - West Tower	2210	401	773	180+0	S	Sold	\$377,900.00	\$377,211.00	4/7/2022	\$688.00
District Northwest - West Tower	2211	402	774	280	SW	Sold	\$604,900.00	\$772,704.00	4/7/2022	-\$167,804.00
District Northwest - West Tower	2201	403	775	180	W	Sold	\$483,900.00	\$479,041.00	4/1/2022	\$4,859.00
District Northwest - West Tower	2202	404	776	180	W	Sold	\$418,900.00	\$418,011.00	4/7/2022	\$888.00
District Northwest - West Tower	2203	405	777	280+0	HW	Sold	\$745,900.00	\$773,041.00	4/7/2022	-\$27,141.00
District Northwest - West Tower	2204	406	778	280	HT	Sold	\$748,900.00	\$773,011.00	4/7/2022	-\$24,111.00
District Northwest - West Tower	2205	407	779	180+0	E	Sold	\$176,900.00	\$570,141.00	4/20/2022	-\$393,241.00
District Northwest - West Tower	2206	408	780	180+0	F	Sold	\$633,900.00	\$617,611.00	4/7/2022	\$16,289.00
District Northwest - West Tower	2207	409	781	180+0	E	Sold	\$613,900.00	\$605,781.00	4/20/2022	\$8,119.00
District Northwest - West Tower	2208	410	782	280	SE	Sold	\$773,900.00	\$770,531.00	4/4/2022	\$3,369.00
District Northwest - West Tower	2209	411	783	180	S	Sold	\$468,900.00	\$460,244.00	4/7/2022	\$8,656.00
District Northwest - West Tower	2210	412	784	180+0	S	Sold	\$335,900.00	\$330,241.00	4/4/2022	\$5,659.00
District Northwest - West Tower	2211	413	785	280	SW	Sold	\$709,900.00	\$777,504.00	4/7/2022	-\$67,604.00
District Northwest - West Tower	2201	414	786	180	W	Sold	\$485,900.00	\$481,041.00	4/4/2022	\$4,859.00
District Northwest - West Tower	2202	415	787	180	W	Sold	\$490,900.00	\$483,881.00	4/7/2022	\$7,019.00
District Northwest - West Tower	2203	416	788	280+0	HW	Available	\$833,900.00			
District Northwest - West Tower	2204	417	789	280	HT	Sold	\$804,900.00	\$799,811.00	4/10/2022	\$5,089.00
District Northwest - West Tower	2205	418	790	180+0	E	Sold	\$578,900.00	\$507,744.00	4/4/2022	\$71,156.00
District Northwest - West Tower	2206	419	791	180+0	E	Sold	\$876,900.00	\$801,811.00	4/7/2022	\$75,089.00
District Northwest - West Tower	2207	420	792	180+0	E	Sold	\$399,900.00	\$392,801.00	4/5/2022	\$7,099.00
District Northwest - West Tower	2208	421	793	280	SE	Sold	\$741,900.00	\$734,481.00	4/4/2022	\$7,419.00
District Northwest - West Tower	2209	422	794	180	S	Sold	\$470,900.00	\$466,181.00	4/5/2022	\$4,719.00
District Northwest - West Tower	2210	423	795	180+0	S	Sold	\$548,900.00	\$543,411.00	4/4/2022	\$5,489.00
District Northwest - West Tower	2211	424	796	280	SW	Sold	\$816,900.00	\$806,251.00	4/7/2022	\$10,649.00
District Northwest - West Tower	2201	425	797	180	W	Sold	\$487,900.00	\$483,011.00	4/7/2022	\$4,889.00
District Northwest - West Tower	2202	426	798	180	W	Sold	\$493,900.00	\$487,811.00	4/5/2022	\$6,089.00
District Northwest - West Tower	2203	427	799	280+0	HW	Sold	\$877,900.00	\$818,441.00	4/4/2022	\$59,459.00
District Northwest - West Tower	2204	428	800	280	HT	Sold	\$798,900.00	\$790,811.00	4/5/2022	\$8,089.00
District Northwest - West Tower	2205	429	801	180+0	E	Sold	\$581,900.00	\$571,800.00	4/17/2022	\$10,100.00
District Northwest - West Tower	2206	430	802	180+0	E	Sold	\$618,900.00	\$604,704.00	4/1/2022	\$14,196.00
District Northwest - West Tower	2207	431	803	180+0	E	Sold	\$607,900.00	\$578,784.00	4/4/2022	\$29,116.00
District Northwest - West Tower	2208	432	804	280	SE	Sold	\$785,900.00	\$778,241.00	4/7/2022	\$7,659.00
District Northwest - West Tower	2209	433	805	180	S	Sold	\$477,900.00	\$468,171.00	4/7/2022	\$9,729.00
District Northwest - West Tower	2210	434	806	180+0	S	Sold	\$543,900.00	\$536,481.00	4/5/2022	\$7,419.00

District Northwest - West Tower	2811	435	873	310	SW	SdA	\$159,900.00	\$181,281.00	4/7/2012	\$173,950.00
District Northwest - West Tower	2801	416	437	310	VV	SdA	\$489,900.00	\$499,811.00	4/7/2012	\$100,910.00
District Northwest - West Tower	2802	437	434	310	VV	SdA	\$495,900.00	\$489,811.00	4/7/2012	\$133,775.00
District Northwest - West Tower	2803	438	718	280-D	HW	SdA	\$186,900.00	\$155,800.00	4/17/2012	\$18,490.00
District Northwest - West Tower	2804	439	741	310	NY	SdA	\$812,900.00	\$104,771.00	4/7/2012	\$129,510.00
District Northwest - West Tower	2805	440	511	180-D	E	SdA	\$334,900.00	\$119,311.00	4/7/2012	\$119,850.00
District Northwest - West Tower	2806	441	646	180-D	E	SdA	\$437,900.00	\$165,571.00	4/7/2012	\$115,510.00
District Northwest - West Tower	2807	441	687	180-D	E	SdA	\$605,900.00	\$399,811.00	4/4/2012	\$111,110.00
District Northwest - West Tower	2808	441	787	280	SE	SdA	\$749,900.00	\$391,801.00	5/10/2012	\$79,890.00
District Northwest - West Tower	2809	444	409	180	S	SdA	\$478,900.00	\$470,511.00	4/7/2012	\$91,850.00
District Northwest - West Tower	2810	445	493	180-D	S	SdA	\$544,900.00	\$339,811.00	4/7/2012	\$109,350.00
District Northwest - West Tower	2811	446	873	310	SV	Asphalt	\$109,900.00			
District Northwest - West Tower	3001	447	437	310	VV	SdA	\$491,900.00	\$418,811.00	4/4/2012	\$115,310.00
District Northwest - West Tower	3002	448	434	310	VV	SdA	\$496,900.00	\$491,811.00	4/7/2012	\$124,775.00
District Northwest - West Tower	3003	449	718	280-D	HW	SdA	\$401,900.00	\$393,811.00	4/4/2012	\$160,390.00
District Northwest - West Tower	3004	450	745	310	NY	SdA	\$285,900.00	\$383,811.00	4/13/2012	\$80,850.00
District Northwest - West Tower	3005	451	511	180-D	E	SdA	\$577,900.00	\$318,311.00	4/4/2012	\$107,510.00
District Northwest - West Tower	3006	452	646	180-D	E	SdA	\$833,900.00	\$410,541.00	4/7/2012	\$137,390.00
District Northwest - West Tower	3007	453	687	180-D	E	SdA	\$603,900.00	\$385,541.00	4/7/2012	\$131,790.00
District Northwest - West Tower	3008	454	787	280	SE	SdA	\$733,900.00	\$345,241.00	4/4/2012	\$150,790.00
District Northwest - West Tower	3009	455	409	180	S	SdA	\$478,900.00	\$477,811.00	4/7/2012	\$118,790.00
District Northwest - West Tower	3010	456	453	180-D	S	SdA	\$547,900.00	\$317,811.00	4/7/2012	\$109,350.00
District Northwest - West Tower	3011	457	873	310	SV	SdA	\$879,900.00	\$805,711.00	4/10/2012	\$141,990.00
District Northwest - West Tower	3101	458	437	310	VV	SdA	\$493,900.00	\$418,811.00	4/7/2012	\$91,850.00
District Northwest - West Tower	3102	459	434	310	VV	SdA	\$108,900.00	\$107,811.00	4/4/2012	\$10,890.00
District Northwest - West Tower	3103	460	718	280-D	HW	SdA	\$440,900.00	\$417,811.00	4/7/2012	\$148,190.00
District Northwest - West Tower	3104	461	745	310	NY	SdA	\$400,900.00	\$397,811.00	4/7/2012	\$160,190.00
District Northwest - West Tower	3105	462	511	180-D	E	SdA	\$540,900.00	\$319,241.00	4/4/2012	\$108,190.00
District Northwest - West Tower	3106	463	646	180-D	E	SdA	\$818,900.00	\$417,811.00	4/7/2012	\$117,290.00
District Northwest - West Tower	3107	464	687	180-D	E	SdA	\$811,900.00	\$397,811.00	4/7/2012	\$127,290.00
District Northwest - West Tower	3108	465	787	280	SE	SdA	\$157,900.00	\$150,311.00	4/7/2012	\$151,390.00
District Northwest - West Tower	3109	466	409	180	S	SdA	\$478,900.00	\$476,811.00	4/7/2012	\$95,790.00
District Northwest - West Tower	3110	467	453	180-D	S	SdA	\$395,900.00	\$395,800.00	4/15/2012	\$19,590.00
District Northwest - West Tower	3111	468	873	310	SV	SdA	\$814,900.00	\$815,811.00	4/7/2012	\$166,890.00
District Northwest - West Tower	3201	469	437	310	VV	SdA	\$495,900.00	\$490,811.00	4/7/2012	\$91,850.00
District Northwest - West Tower	3202	470	434	310	VV	SdA	\$100,900.00	\$440,841.00	4/10/2012	\$133,315.00
District Northwest - West Tower	3203	471	718	280-D	HW	SdA	\$439,900.00	\$411,501.00	4/7/2012	\$167,890.00
District Northwest - West Tower	3204	472	745	310	NY	SdA	\$824,900.00	\$318,611.00	4/10/2012	\$121,990.00
District Northwest - West Tower	3205	473	511	180-D	E	SdA	\$163,900.00	\$110,241.00	4/7/2012	\$117,290.00
District Northwest - West Tower	3206	474	646	180-D	E	SdA	\$136,900.00	\$144,811.00	4/4/2012	\$69,190.00
District Northwest - West Tower	3207	475	687	180-D	E	SdA	\$114,900.00	\$104,711.00	4/4/2012	\$127,890.00
District Northwest - West Tower	3208	476	787	280	SE	SdA	\$781,900.00	\$374,241.00	4/7/2012	\$133,390.00
District Northwest - West Tower	3209	477	409	180	S	SdA	\$480,900.00	\$470,091.00	4/7/2012	\$110,310.00
District Northwest - West Tower	3210	478	453	180-D	S	SdA	\$567,900.00	\$449,161.00	4/4/2012	\$110,290.00
District Northwest - West Tower	3211	479	873	310	SV	SdA	\$819,900.00	\$811,501.00	4/7/2012	\$167,890.00
District Northwest - West Tower	3301	480	437	310	VV	SdA	\$117,900.00	\$116,811.00	4/4/2012	\$105,890.00
District Northwest - West Tower	3302	481	434	310	VV	SdA	\$107,900.00	\$417,811.00	4/7/2012	\$104,390.00
District Northwest - West Tower	3303	482	718	280-D	HW	SdA	\$463,900.00	\$415,461.00	4/13/2012	\$14,390.00
District Northwest - West Tower	3304	483	745	310	NY	Asphalt	\$109,900.00			
District Northwest - West Tower	3305	484	511	180-D	E	SdA	\$546,900.00	\$319,011.00	4/4/2012	\$109,290.00
District Northwest - West Tower	3306	485	646	180-D	E	SdA	\$684,900.00	\$487,811.00	4/7/2012	\$104,215.00
District Northwest - West Tower	3307	486	687	180-D	E	SdA	\$677,900.00	\$415,271.00	4/13/2012	\$46,290.00
District Northwest - West Tower	3308	487	787	280	SE	SdA	\$186,900.00	\$162,811.00	4/17/2012	\$134,900.00
District Northwest - West Tower	3309	488	409	180	S	SdA	\$327,900.00	\$447,371.00	4/17/2012	\$55,390.00
District Northwest - West Tower	3310	489	453	180-D	S	SdA	\$166,900.00	\$161,211.00	4/5/2012	\$113,390.00
District Northwest - West Tower	3311	490	873	310	SV	Asphalt	\$819,900.00			
District Northwest - West Tower	3401	491	437	310	VV	SdA	\$499,900.00	\$484,801.00	4/7/2012	\$91,890.00
District Northwest - West Tower	3402	492	434	310	VV	SdA	\$124,900.00	\$109,711.00	4/7/2012	\$102,890.00
District Northwest - West Tower	3403	493	718	280-D	HW	SdA	\$847,900.00	\$819,471.00	4/7/2012	\$169,590.00
District Northwest - West Tower	3404	494	745	310	NY	SdA	\$711,900.00	\$104,771.00	4/7/2012	\$167,590.00
District Northwest - West Tower	3405	495	511	180-D	E	SdA	\$549,900.00	\$344,401.00	4/10/2012	\$153,490.00
District Northwest - West Tower	3406	496	646	180-D	E	SdA	\$447,900.00	\$441,411.00	4/7/2012	\$129,390.00

District Northwest - West Tower	3407	497	687	180-D	E	Sold	\$635,900.00	\$679,541.00	4/7/2012	\$177,110.00
District Northwest - West Tower	3408	498	767	280	SE	Sold	\$768,900.00	\$781,201.00	4/7/2012	\$153,910.00
District Northwest - West Tower	3409	499	409	180	A	Sold	\$484,900.00	\$480,051.00	4/7/2012	\$96,910.00
District Northwest - West Tower	3410	500	453	180-D	S	Sold	\$159,900.00	\$154,301.00	4/7/2012	\$113,910.00
District Northwest - West Tower	3411	501	873	380	SV	Available	\$934,900.00			
District Northwest - West Tower	3501	507	497	180	VV	Sold	\$501,900.00	\$496,811.00	4/7/2012	\$100,310.00
District Northwest - West Tower	3502	503	474	180	VV	Sold	\$516,900.00	\$511,731.00	4/7/2012	\$51,690.00
District Northwest - West Tower	3503	504	738	180-D	HW	Sold	\$851,900.00	\$845,381.00	4/7/2012	\$170,310.00
District Northwest - West Tower	3504	505	748	280	NE	Sold	\$816,900.00	\$808,771.00	4/7/2012	\$163,310.00
District Northwest - West Tower	3505	506	511	180-D	E	Sold	\$532,900.00	\$530,744.00	4/7/2012	\$110,310.00
District Northwest - West Tower	3506	507	646	180-D	E	Sold	\$610,900.00	\$644,371.00	4/7/2012	\$110,150.00
District Northwest - West Tower	3507	508	663	180-D	E	Sold	\$673,900.00	\$718,244.00	4/11/2012	\$124,700.00
District Northwest - West Tower	3508	509	767	280	SE	Sold	\$773,900.00	\$766,761.00	4/8/2012	\$154,310.00
District Northwest - West Tower	3509	510	409	180	S	Sold	\$521,900.00	\$516,681.00	4/7/2012	\$104,310.00
District Northwest - West Tower	3510	511	453	180-D	S	Sold	\$527,900.00	\$521,811.00	4/17/2012	\$97,790.00
District Northwest - West Tower	3511	512	873	380	SV	Available	\$939,900.00			
District Northwest - West Tower	3601	513	437	180	VV	Sold	\$501,900.00	\$498,841.00	4/7/2012	\$100,780.00
District Northwest - West Tower	3602	514	474	180	VV	Sold	\$503,900.00	\$501,811.00	4/7/2012	\$101,780.00
District Northwest - West Tower	3603	515	738	180-D	HW	Sold	\$655,900.00	\$647,311.00	4/7/2012	\$213,875.00
District Northwest - West Tower	3604	516	745	280	NE	Sold	\$810,900.00	\$813,691.00	4/8/2012	\$164,180.00
District Northwest - West Tower	3605	517	511	180-D	E	Sold	\$575,900.00	\$570,441.00	5/16/2012	\$57,590.00
District Northwest - West Tower	3606	518	646	180-D	E	Sold	\$655,900.00	\$647,311.00	4/7/2012	\$130,780.00
District Northwest - West Tower	3607	519	883	180-D	E	Sold	\$676,900.00	\$674,381.00	4/8/2012	\$135,380.00
District Northwest - West Tower	3608	520	767	280	SE	Sold	\$777,900.00	\$770,371.00	4/8/2012	\$155,380.00
District Northwest - West Tower	3609	521	409	180	S	Sold	\$523,900.00	\$528,761.00	4/8/2012	\$102,780.00
District Northwest - West Tower	3610	522	453	180-D	S	Sold	\$405,900.00	\$399,841.00	4/11/2012	\$60,390.00
District Northwest - West Tower	3611	523	873	380	SV	Available	\$944,900.00			
District Northwest - West Tower	3701	524	437	180	VV	Sold	\$501,900.00	\$500,841.00	4/4/2012	\$101,180.00
District Northwest - West Tower	3702	525	474	180	VV	Sold	\$510,900.00	\$518,610.00	4/10/2012	\$104,180.00
District Northwest - West Tower	3703	526	738	180-D	HW	Sold	\$859,900.00	\$851,201.00	4/7/2012	\$214,975.00
District Northwest - West Tower	3704	527	745	280	NE	Sold	\$844,900.00	\$840,611.00	4/7/2012	\$165,780.00
District Northwest - West Tower	3705	528	511	180-D	E	Sold	\$518,900.00	\$516,444.00	4/7/2012	\$113,780.00
District Northwest - West Tower	3706	529	646	180-D	E	Sold	\$616,900.00	\$610,371.00	4/8/2012	\$131,380.00
District Northwest - West Tower	3707	530	683	180-D	E	Sold	\$629,900.00	\$617,201.00	4/8/2012	\$135,380.00
District Northwest - West Tower	3708	531	767	280	SE	Sold	\$781,900.00	\$774,081.00	4/7/2012	\$154,380.00
District Northwest - West Tower	3709	532	409	180	S	Sold	\$490,900.00	\$485,991.00	4/7/2012	\$98,380.00
District Northwest - West Tower	3710	533	453	180-D	S	Sold	\$608,900.00	\$603,811.00	4/17/2012	\$80,890.00
District Northwest - West Tower	3711	534	873	380	SV	Available	\$949,900.00			
District Northwest - West Tower	3801	535	437	180	VV	Sold	\$507,900.00	\$502,811.00	4/4/2012	\$101,810.00
District Northwest - West Tower	3802	536	474	180	VV	Sold	\$512,900.00	\$507,771.00	4/7/2012	\$102,810.00
District Northwest - West Tower	3803	537	738	180-D	HW	Sold	\$669,900.00	\$661,201.00	4/8/2012	\$213,475.00
District Northwest - West Tower	3804	538	745	280	NE	Sold	\$878,900.00	\$880,611.00	4/7/2012	\$165,780.00
District Northwest - West Tower	3805	539	511	180-D	E	Sold	\$681,900.00	\$679,874.00	7/1/2012	\$112,380.00
District Northwest - West Tower	3806	540	646	180-D	E	Sold	\$659,900.00	\$653,201.00	4/7/2012	\$164,875.00
District Northwest - West Tower	3807	541	683	180-D	E	Sold	\$627,900.00	\$616,371.00	4/8/2012	\$128,880.00
District Northwest - West Tower	3808	542	767	280	SE	Sold	\$785,900.00	\$779,041.00	4/8/2012	\$196,475.00
District Northwest - West Tower	3809	543	409	180	S	Sold	\$517,900.00	\$507,771.00	4/8/2012	\$102,810.00
District Northwest - West Tower	3810	544	453	180-D	S	Sold	\$581,900.00	\$570,631.00	4/13/2012	\$67,690.00
District Northwest - West Tower	3811	545	873	380	SV	Sold	\$869,900.00	\$861,201.00	4/8/2012	\$173,810.00
District Northwest - West Tower	3801	548	437	180	VV	Sold	\$509,900.00	\$504,201.00	8/2/2011	\$101,810.00
District Northwest - West Tower	3802	547	474	180	VV	Sold	\$516,900.00	\$509,751.00	4/6/2012	\$102,810.00
District Northwest - West Tower	3803	548	738	180-D	HW	Sold	\$901,900.00	\$846,704.00	4/17/2012	\$180,810.00
District Northwest - West Tower	3804	549	745	280	NE	Sold	\$813,900.00	\$844,371.00	4/7/2012	\$170,380.00
District Northwest - West Tower	3805	550	511	180-D	E	Sold	\$664,900.00	\$664,900.00	4/7/2012	
District Northwest - West Tower	3806	551	646	180-D	E	Sold	\$617,900.00	\$616,371.00	4/6/2012	\$123,810.00
District Northwest - West Tower	3807	552	683	180-D	E	Sold	\$685,900.00	\$679,041.00	4/10/2012	\$68,590.00
District Northwest - West Tower	3808	553	767	280	SE	Sold	\$789,900.00	\$781,001.00	4/8/2012	\$187,810.00
District Northwest - West Tower	3809	554	409	180	S	Sold	\$504,900.00	\$499,811.00	4/7/2012	\$100,810.00
District Northwest - West Tower	3810	555	453	180-D	S	Sold	\$664,900.00	\$670,051.00	4/7/2012	\$114,810.00
District Northwest - West Tower	3811	556	873	380	SV	Sold	\$874,900.00	\$866,351.00	4/8/2012	\$174,810.00
District Northwest - West Tower	4001	557	437	180	VV	Sold	\$514,900.00	\$541,431.00	4/17/2012	\$54,690.00
District Northwest - West Tower	4002	558	474	180	VV	Sold	\$518,900.00	\$511,731.00	4/4/2012	\$102,810.00

District Northwest - West Tower	4003	519	718	180-D	NY	Sold	\$871,900.00	\$163,111.00	4/2/2012	\$708,789.00
District Northwest - West Tower	4004	540	743	180	NY	Sold	\$116,900.00	\$428,531.00	4/2/2012	\$167,310.00
District Northwest - West Tower	4005	581	511	180-D	E	Sold	\$567,900.00	\$567,211.00	4/1/2012	\$113,580.00
District Northwest - West Tower	4006	622	648	180-D	E	Sold	\$165,900.00	\$159,211.00	4/2/2012	\$139,160.00
District Northwest - West Tower	4007	589	683	180-D	E	Sold	\$618,900.00	\$613,511.00	4/1/2012	\$137,710.00
District Northwest - West Tower	4008	584	767	180	SE	Sold	\$193,900.00	\$783,261.00	4/7/2012	\$188,415.00
District Northwest - West Tower	4009	565	409	180	E	Sold	\$111,900.00	\$306,781.00	4/2/2012	\$102,310.00
District Northwest - West Tower	4010	566	451	180-D	E	Sold	\$617,900.00	\$611,731.00	4/12/2012	\$61,790.00
District Northwest - West Tower	4011	587	873	180	SV	Available	\$184,900.00			
District Northwest - West Tower	4101	348	437	180	LV	Sold	\$113,900.00	\$404,781.00	4/1/2012	\$102,710.00
District Northwest - West Tower	4102	559	434	180	W	Sold	\$118,900.00	\$513,711.00	4/7/2012	\$103,710.00
District Northwest - West Tower	4103	570	738	180-D	MW	Sold	\$245,900.00	\$977,411.00	4/2/2012	\$169,110.00
District Northwest - West Tower	4204	571	745	180	NY	Sold	\$160,900.00	\$553,211.00	4/2/2012	\$172,110.00
District Northwest - West Tower	4205	572	511	180-D	E	Sold	\$170,900.00	\$164,511.00	4/2/2012	\$114,110.00
District Northwest - West Tower	4206	573	616	180-D	E	Sold	\$689,900.00	\$682,311.00	4/7/2012	\$137,710.00
District Northwest - West Tower	4207	574	683	180-D	E	Sold	\$641,900.00	\$535,411.00	4/13/2012	\$69,490.00
District Northwest - West Tower	4208	575	767	180	SE	Sold	\$617,900.00	\$409,711.00	4/1/2012	\$704,415.00
District Northwest - West Tower	4209	576	409	180	E	Sold	\$118,900.00	\$513,711.00	4/2/2012	\$103,710.00
District Northwest - West Tower	4210	577	413	180-D	E	Sold	\$150,900.00	\$377,211.00	4/2/2012	\$116,110.00
District Northwest - West Tower	4211	578	873	180	SV	Sold	\$219,900.00	\$933,411.00	4/23/2012	\$92,103.50
District Northwest - West Tower	4212	479	417	180	VY	Sold	\$115,900.00	\$110,711.00	4/7/2012	\$103,110.00
District Northwest - West Tower	4213	510	414	180	W	Sold	\$170,900.00	\$500,061.00	4/2/2012	\$104,110.00
District Northwest - West Tower	4214	581	718	180-D	HW	Sold	\$119,900.00	\$841,411.00	5/3/2012	\$169,810.00
District Northwest - West Tower	4215	582	743	180	NY	Sold	\$448,900.00	\$316,411.00	4/7/2012	\$168,310.00
District Northwest - West Tower	4216	583	511	180-D	E	Sold	\$293,900.00	\$387,261.00	4/2/2012	\$118,710.00
District Northwest - West Tower	4217	584	648	180-D	E	Sold	\$638,900.00	\$633,311.00	4/2/2012	\$139,310.00
District Northwest - West Tower	4218	585	683	180-D	E	Sold	\$644,900.00	\$638,411.00	4/2/2012	\$138,810.00
District Northwest - West Tower	4219	586	767	180	SE	Sold	\$271,900.00	\$813,261.00	4/2/2012	\$164,310.00
District Northwest - West Tower	4220	587	409	180	E	Sold	\$110,900.00	\$305,731.00	4/2/2012	\$107,180.00
District Northwest - West Tower	4221	588	413	180-D	E	Sold	\$181,900.00	\$378,261.00	4/2/2012	\$116,710.00
District Northwest - West Tower	4222	589	873	180	SV	Sold	\$118,900.00	\$881,411.00	4/2/2012	\$127,810.00
District Northwest - West Tower	4223	590	847	180-D	MW	Sold	\$1,018,900.00	\$1,017,464.00	4/2/2012	\$211,810.00
District Northwest - West Tower	4224	591	1,110	180	NY	Sold	\$1,239,900.00	\$1,339,200.00	5/7/2012	\$729,811.00
District Northwest - West Tower	4225	592	813	180-D	E	Sold	\$647,900.00	\$664,108.00	4/17/2012	\$97,910.00
District Northwest - West Tower	4226	593	743	180	NY	Available	\$51,900.00			
District Northwest - West Tower	4227	594	478	180	E	Sold	\$155,900.00	\$350,311.00	4/7/2012	\$111,110.00
District Northwest - West Tower	4228	595	453	180-D	E	Sold	\$198,900.00	\$590,811.00	4/7/2012	\$119,310.00
District Northwest - West Tower	4229	596	873	180	SV	Available	\$1,014,900.00			
District Northwest - West Tower	4230	597	847	180-D	MW	Available	\$1,029,900.00			
District Northwest - West Tower	4231	598	1,110	180	NY	Available	\$1,318,900.00			
District Northwest - West Tower	4232	599	481	180-D	E	Sold	\$650,900.00	\$644,311.00	4/7/2012	\$187,211.00
District Northwest - West Tower	4233	600	743	180	SE	Available	\$981,900.00			
District Northwest - West Tower	4234	601	418	180	E	Sold	\$337,900.00	\$550,311.00	4/8/2012	\$151,110.00
District Northwest - West Tower	4235	602	453	180-D	E	Sold	\$199,900.00	\$803,261.00	4/19/2012	\$68,910.00
District Northwest - West Tower	4236	603	873	180	SV	Available	\$1,199,900.00			
District Northwest - West Tower	4237	604	847	180-D	MW	Sold	\$1,049,900.00	\$1,037,304.00	4/7/2012	\$213,810.00
District Northwest - West Tower	4238	605	1,110	180	NY	Sold	\$1,218,900.00	\$1,277,201.00	5/7/2012	\$157,310.00
District Northwest - West Tower	4239	606	847	180-D	E	Sold	\$83,900.00	\$647,311.00	4/6/2012	\$130,710.00
District Northwest - West Tower	4240	607	743	180	SE	Sold	\$281,900.00	\$977,261.00	4/11/2012	\$88,910.00
District Northwest - West Tower	4241	608	418	180	E	Sold	\$77,900.00	\$370,141.00	4/2/2012	\$116,110.00
District Northwest - West Tower	4242	609	413	180-D	E	Sold	\$607,900.00	\$196,871.00	4/5/2012	\$110,310.00
District Northwest - West Tower	4243	610	873	180	SV	Sold	\$1,084,900.00	\$1,076,051.00	4/2/2012	\$318,810.00
District Northwest - North Tower	101	611	549	180	N	Available	\$343,900.00			
District Northwest - North Tower	2012	612	581	180-D	E	Available	\$664,900.00			
District Northwest - North Tower	102	613	503	180	N	Available	\$493,900.00			
District Northwest - North Tower	103	614	518	180	N	Available	\$337,900.00			
District Northwest - North Tower	104	615	510	180	E	Available	\$318,900.00			
District Northwest - North Tower	105	616	511	180	E	Available	\$318,900.00			
District Northwest - North Tower	106	617	513	180	E	Available	\$307,900.00			
District Northwest - North Tower	107	618	718	180	E	Available	\$159,900.00			
District Northwest - North Tower	108	619	511	180	E	Available	\$101,900.00			
District Northwest - North Tower	201	618	448	180-D	W	Available	\$433,900.00			

District Northwest - North Tower	202	819	579	180	W	Available	\$518,900.00				
District Northwest - North Tower	602	640	727	270	H	Sold	\$732,900.00	\$732,900.00	5/23/2012	\$150,180.00	
District Northwest - North Tower	704	621	610	180-D	H	Available	\$365,900.00				
District Northwest - North Tower	205	622	648	180-D	N	Available	\$599,900.00				
District Northwest - North Tower	3103	947	474	180-D	H	Available	\$597,900.00				
District Northwest - North Tower	206	813	418	180-D	E	Available	\$415,900.00				
District Northwest - North Tower	2104	904	487	180-D	H	Sold	\$190,900.00	\$190,500.00	7/13/2012	\$48,635.00	
District Northwest - North Tower	207	624	664	180	E	Available	\$623,900.00				
District Northwest - North Tower	208	623	583	180-D	E	Available	\$519,900.00				
District Northwest - North Tower	3904	607	645	180-D	E	Available	\$610,900.00				
District Northwest - North Tower	209	626	485	180	E	Available	\$503,900.00				
District Northwest - North Tower	310	627	684	180	E	Available	\$503,900.00				
District Northwest - North Tower	2009	821	655	280	S	Available	\$719,900.00				
District Northwest - North Tower	3807	1014	871	280	E	Available	\$874,900.00				
District Northwest - North Tower	211	628	509	Studio	W	Available	\$459,900.00				
District Northwest - North Tower	212	629	438	Studio	W	Available	\$439,900.00				
District Northwest - North Tower	301	670	573	180	MOV	Available	\$537,900.00				
District Northwest - North Tower	508	616	655	280	S	Sold	\$659,900.00	\$659,900.00	5/16/2012	\$131,480.00	
District Northwest - North Tower	2203	615	635	280	W	Available	\$721,900.00				
District Northwest - North Tower	3104	818	487	180-D	H	Available	\$603,900.00				
District Northwest - North Tower	302	631	475	180-D	H	Sold	\$466,900.00	\$465,900.00	5/7/2012	\$83,140.00	
District Northwest - North Tower	303	632	487	180-D	H	Sold	\$471,900.00	\$466,900.00	8/15/2012	\$70,785.00	
District Northwest - North Tower	304	633	745	280	E	Available	\$744,900.00				
District Northwest - North Tower	3104	1011	488	180-D	H	Available	\$672,900.00				
District Northwest - North Tower	305	634	546	180-D	E	Available	\$578,900.00				
District Northwest - North Tower	3108	718	410	Studio	E	Available	\$471,900.00				
District Northwest - North Tower	3111	812	583	180-D	S	Available	\$631,900.00				
District Northwest - North Tower	306	635	487	180	E	Available	\$478,900.00				
District Northwest - North Tower	307	636	478	180-D	E	Sold	\$416,900.00	\$416,900.00	8/23/2012	\$64,015.00	
District Northwest - North Tower	401	637	615	280	W	Sold	\$649,900.00	\$649,900.00	9/10/2012	\$119,440.00	
District Northwest - North Tower	402	638	722	280	H	Available	\$744,900.00				
District Northwest - North Tower	1007	709	483	180	E	Available	\$497,900.00				
District Northwest - North Tower	1610	718	462	180	S	Available	\$485,900.00				
District Northwest - North Tower	1001	791	615	280	W	Sold	\$705,900.00	\$705,900.00	5/13/2012	\$141,180.00	
District Northwest - North Tower	1802	791	723	280	H	Available	\$800,900.00				
District Northwest - North Tower	403	633	474	180-D	H	Sold	\$449,900.00	\$445,900.00	8/23/2012	\$70,485.00	
District Northwest - North Tower	3105	921	746	280	E	Available	\$904,900.00				
District Northwest - North Tower	404	640	467	180-D	H	Sold	\$476,900.00	\$474,900.00	5/6/2012	\$94,820.00	
District Northwest - North Tower	405	641	748	280	E	Sold	\$749,900.00	\$749,900.00	5/2/2012	\$149,820.00	
District Northwest - North Tower	604	631	467	180-D	H	Sold	\$477,900.00	\$473,900.00	5/21/2012	\$95,580.00	
District Northwest - North Tower	406	643	648	180-D	E	Sold	\$563,900.00	\$563,900.00	5/9/2012	\$113,180.00	
District Northwest - North Tower	1403	749	474	180-D	H	Sold	\$499,900.00	\$494,900.00	8/18/2012	\$74,585.00	
District Northwest - North Tower	1809	777	655	280	S	Sold	\$703,900.00	\$703,900.00	3/6/2012	\$140,760.00	
District Northwest - North Tower	3008	931	658	280	S	Available	\$769,900.00				
District Northwest - North Tower	3104	819	467	180-D	H	Available	\$605,900.00				
District Northwest - North Tower	407	643	483	180	E	Sold	\$479,900.00	\$479,900.00	5/18/2012	\$95,820.00	
District Northwest - North Tower	408	644	410	Studio	E	Sold	\$429,900.00	\$419,900.00	5/6/2012	\$83,820.00	
District Northwest - North Tower	2003	813	615	280	W	Available	\$713,900.00				
District Northwest - North Tower	3103	938	474	180-D	H	Available	\$609,900.00				
District Northwest - North Tower	409	645	658	280	S	Sold	\$655,900.00	\$655,900.00	3/11/2012	\$131,180.00	
District Northwest - North Tower	410	646	441	180	S	Sold	\$459,900.00	\$459,900.00	5/11/2012	\$91,820.00	
District Northwest - North Tower	3508	841	467	180-D	H	Available	\$613,900.00				
District Northwest - North Tower	411	647	383	180-D	S	Sold	\$388,900.00	\$360,011.00	11/28/2012	\$68,015.00	
District Northwest - North Tower	501	648	615	280	W	Sold	\$653,900.00	\$647,161.00	9/27/2012	\$98,055.00	
District Northwest - North Tower	502	649	723	280	H	Available	\$749,900.00				
District Northwest - North Tower	2407	822	483	180	E	Available	\$583,900.00				
District Northwest - North Tower	2601	829	615	280	W	Available	\$737,900.00				
District Northwest - North Tower	503	650	474	180-D	H	Sold	\$477,900.00	\$472,900.00	5/7/2012	\$94,580.00	
District Northwest - North Tower	505	652	746	280	E	Sold	\$754,900.00	\$734,900.00	5/7/2012	\$150,880.00	
District Northwest - North Tower	607	645	483	180	E	Available	\$485,900.00				
District Northwest - North Tower	306	653	545	180-D	E	Sold	\$568,900.00	\$568,900.00	5/17/2012	\$113,760.00	
District Northwest - North Tower	507	654	483	180	E	Sold	\$483,900.00	\$487,900.00	5/11/2012	\$96,580.00	

District Northwest - North Tower	610	658	442	180	S	Sold	\$485,900.00	\$485,900.00	5/7/2012	\$95,100.00
District Northwest - North Tower	808	618	410	180	E	Sold	\$441,900.00	\$441,900.00	8/14/2012	\$22,095.00
District Northwest - North Tower	3706	710	545	180	D	Available	\$589,900.00			
District Northwest - North Tower	105	655	410	180	D	Available	\$437,900.00			
District Northwest - North Tower	510	637	442	180	S	Available	\$467,900.00			
District Northwest - North Tower	805	635	746	280	E	Available	\$769,900.00			
District Northwest - North Tower	511	658	583	180	D	Available	\$589,900.00			
District Northwest - North Tower	601	659	655	280	LV	Sold	\$497,900.00	\$497,900.00	5/9/2012	\$181,550.00
District Northwest - North Tower	1001	707	746	280	E	Available	\$779,900.00			
District Northwest - North Tower	2101	819	474	180	D	Sold	\$573,900.00	\$573,900.00	3/7/2012	\$116,790.00
District Northwest - North Tower	603	661	474	180	D	Sold	\$475,900.00	\$475,900.00	5/7/2012	\$95,100.00
District Northwest - North Tower	1502	759	732	280	N	Sold	\$728,900.00	\$728,900.00	5/7/2012	\$137,789.00
District Northwest - North Tower	604	643	482	180	D	Sold	\$480,900.00	\$480,900.00	5/7/2012	\$98,100.00
District Northwest - North Tower	3311	516	583	180	D	Available	\$673,900.00			
District Northwest - North Tower	606	664	543	180	D	Sold	\$571,900.00	\$571,900.00	8/7/2012	\$48,765.00
District Northwest - North Tower	608	646	420	180	D	Sold	\$435,900.00	\$435,900.00	5/9/2012	\$87,300.00
District Northwest - North Tower	2106	815	545	180	D	Available	\$673,900.00			
District Northwest - North Tower	609	667	635	280	S	Sold	\$683,900.00	\$683,900.00	5/23/2012	\$133,780.00
District Northwest - North Tower	705	674	746	280	E	Sold	\$764,900.00	\$764,900.00	5/10/2012	\$153,890.00
District Northwest - North Tower	1105	719	545	180	D	Sold	\$516,900.00	\$516,900.00	5/9/2012	\$117,130.00
District Northwest - North Tower	611	649	583	180	D	Sold	\$582,900.00	\$582,900.00	5/7/2012	\$115,500.00
District Northwest - North Tower	701	670	615	280	W	Sold	\$641,900.00	\$635,281.00	6/19/2012	\$99,285.00
District Northwest - North Tower	702	671	732	280	H	Sold	\$735,900.00	\$736,900.00	5/14/2012	\$153,310.00
District Northwest - North Tower	3204	557	410	180	D	Available	\$313,900.00			
District Northwest - North Tower	3201	3001	732	280	H	Available	\$827,900.00			
District Northwest - North Tower	3308	1023	583	180	D	Available	\$739,900.00			
District Northwest - North Tower	703	672	474	180	D	Sold	\$478,900.00	\$478,900.00	5/8/2012	\$95,700.00
District Northwest - North Tower	704	673	442	180	D	Sold	\$483,900.00	\$478,900.00	5/14/2012	\$96,200.00
District Northwest - North Tower	706	675	545	180	D	Available	\$374,900.00			
District Northwest - North Tower	707	676	483	180	E	Available	\$418,900.00			
District Northwest - North Tower	1901	602	615	280	LV	Sold	\$709,900.00	\$709,900.00	5/9/2012	\$141,810.00
District Northwest - North Tower	708	677	420	180	D	Sold	\$435,900.00	\$438,900.00	5/13/2012	\$87,300.00
District Northwest - North Tower	709	678	655	280	S	Sold	\$667,900.00	\$667,900.00	5/10/2012	\$133,800.00
District Northwest - North Tower	907	658	483	180	E	Available	\$498,900.00			
District Northwest - North Tower	2104	818	457	180	D	Sold	\$575,900.00	\$575,900.00	5/7/2012	\$115,100.00
District Northwest - North Tower	710	679	442	180	S	Sold	\$468,900.00	\$468,900.00	5/10/2012	\$93,700.00
District Northwest - North Tower	1308	763	545	180	D	Sold	\$589,900.00	\$589,900.00	5/11/2012	\$119,700.00
District Northwest - North Tower	1609	799	635	280	S	Available	\$711,900.00			
District Northwest - North Tower	711	680	583	180	D	Sold	\$585,900.00	\$580,900.00	6/19/2012	\$89,385.00
District Northwest - North Tower	802	632	732	280	N	Sold	\$760,900.00	\$760,900.00	5/14/2012	\$157,180.00
District Northwest - North Tower	2301	846	615	280	W	Available	\$735,900.00			
District Northwest - North Tower	801	631	615	280	W	Sold	\$665,900.00	\$663,900.00	5/11/2012	\$133,100.00
District Northwest - North Tower	803	643	474	180	D	Sold	\$481,900.00	\$481,900.00	5/9/2012	\$96,300.00
District Northwest - North Tower	804	644	467	180	D	Sold	\$484,900.00	\$481,900.00	5/16/2012	\$97,690.00
District Northwest - North Tower	1803	793	474	180	D	Available	\$511,900.00			
District Northwest - North Tower	806	646	543	180	D	Sold	\$577,900.00	\$577,900.00	5/8/2012	\$115,300.00
District Northwest - North Tower	807	647	483	180	E	Available	\$497,900.00			
District Northwest - North Tower	809	649	655	280	S	Sold	\$671,900.00	\$665,381.00	5/4/2012	\$100,785.00
District Northwest - North Tower	810	690	442	180	S	Sold	\$471,900.00	\$466,381.00	11/21/2012	\$73,850.00
District Northwest - North Tower	811	691	583	180	D	Sold	\$589,900.00	\$589,900.00	5/11/2012	\$119,700.00
District Northwest - North Tower	901	692	615	280	W	Sold	\$669,900.00	\$669,900.00	5/11/2012	\$137,475.00
District Northwest - North Tower	904	697	545	180	D	Available	\$560,900.00			
District Northwest - North Tower	905	693	732	280	N	Available	\$764,900.00			
District Northwest - North Tower	907	694	474	180	D	Sold	\$484,900.00	\$484,900.00	5/9/2012	\$96,800.00
District Northwest - North Tower	1006	795	545	180	D	Sold	\$607,900.00	\$607,900.00	5/19/2012	\$131,500.00
District Northwest - North Tower	904	695	467	180	D	Sold	\$499,900.00	\$499,900.00	5/9/2012	\$97,690.00
District Northwest - North Tower	905	696	746	280	E	Available	\$774,900.00			
District Northwest - North Tower	908	697	420	180	D	Sold	\$444,900.00	\$444,900.00	8/14/2012	\$32,240.00
District Northwest - North Tower	909	700	655	280	S	Sold	\$675,900.00	\$675,900.00	10/10/2012	\$137,850.00
District Northwest - North Tower	1003	705	474	180	D	Sold	\$487,900.00	\$487,900.00	5/10/2012	\$97,600.00
District Northwest - North Tower	1105	717	716	280	E	Available	\$604,900.00			
District Northwest - North Tower	910	721	442	180	D	Available	\$474,900.00			

District Northwest - North Tower	811	707	843	180-D	S	Available	\$601,800.00				
District Northwest - North Tower	1001	703	619	280	W	Sold	\$673,800.00	\$687,151.00	6/23/2012	\$109,033.00	
District Northwest - North Tower	1104	718	467	180-D	H	Available	\$488,800.00				
District Northwest - North Tower	2104	871	487	180-D	H	Sold	\$581,800.00	\$581,800.00	5/13/2012	\$116,160.00	
District Northwest - North Tower	1007	704	723	280	N	Available	\$768,800.00				
District Northwest - North Tower	1103	716	474	180-D	N	Sold	\$490,800.00	\$490,800.00	6/13/2012	\$73,655.00	
District Northwest - North Tower	1709	728	655	280	S	Available	\$707,800.00				
District Northwest - North Tower	1307	824	483	180	E	Available	\$678,800.00				
District Northwest - North Tower	1004	706	487	180-D	H	Sold	\$493,800.00	\$487,971.00	9/17/2011	\$33,935.00	
District Northwest - North Tower	1008	708	545	180-D	E	Available	\$583,800.00				
District Northwest - North Tower	1008	710	470	180-D	E	Sold	\$447,800.00	\$447,800.00	5/17/2012	\$89,580.00	
District Northwest - North Tower	1009	711	655	280	S	Sold	\$879,800.00	\$873,103.00	6/6/2012	\$335,810.00	
District Northwest - North Tower	1311	746	583	180-D	S	Available	\$613,800.00				
District Northwest - North Tower	1010	712	483	280	S	Available	\$477,800.00				
District Northwest - North Tower	1011	713	583	180-D	S	Sold	\$604,800.00	\$604,800.00	5/17/2012	\$110,180.00	
District Northwest - North Tower	1101	714	615	280	W	Sold	\$677,800.00	\$677,800.00	5/19/2012	\$335,180.00	
District Northwest - North Tower	1205	719	746	280	E	Available	\$789,800.00				
District Northwest - North Tower	2002	814	723	280	H	Sold	\$808,800.00	\$100,813.00	9/3/2012	\$10,415.00	
District Northwest - North Tower	2405	861	746	280	E	Available	\$849,800.00				
District Northwest - North Tower	2311	857	583	180-D	S	Available	\$648,800.00				
District Northwest - North Tower	1102	715	712	280	H	Available	\$779,800.00				
District Northwest - North Tower	2004	816	487	180-D	N	Available	\$539,800.00				
District Northwest - North Tower	1104	717	487	180-D	N	Available	\$485,800.00				
District Northwest - North Tower	3109	843	655	280	S	Available	\$765,800.00				
District Northwest - North Tower	2401	867	615	280	W	Available	\$769,800.00				
District Northwest - North Tower	1105	718	746	280	E	Available	\$784,800.00				
District Northwest - North Tower	1108	721	470	180-D	E	Available	\$450,800.00				
District Northwest - North Tower	1107	720	483	180	E	Available	\$500,800.00				
District Northwest - North Tower	1109	722	655	280	S	Available	\$683,800.00				
District Northwest - North Tower	2007	818	483	180	E	Available	\$609,800.00				
District Northwest - North Tower	1110	723	442	180	S	Available	\$410,800.00				
District Northwest - North Tower	1111	724	587	180-D	S	Sold	\$607,800.00	\$607,800.00	3/23/2012	\$111,560.00	
District Northwest - North Tower	1701	723	615	280	W	Sold	\$681,800.00	\$681,800.00	5/2/2012	\$335,310.00	
District Northwest - North Tower	1702	726	723	280	N	Sold	\$776,800.00	\$776,800.00	5/13/2012	\$355,160.00	
District Northwest - North Tower	2811	823	583	180-D	S	Sold	\$631,800.00	\$631,800.00	5/13/2012	\$128,610.00	
District Northwest - North Tower	1203	727	474	180-D	N	Sold	\$483,800.00	\$483,800.00	5/6/2012	\$68,710.00	
District Northwest - North Tower	1910	811	442	180	S	Available	\$504,800.00				
District Northwest - North Tower	1207	731	483	180	E	Available	\$503,800.00				
District Northwest - North Tower	1208	733	470	180-D	E	Available	\$453,800.00				
District Northwest - North Tower	1308	715	645	180-D	E	Available	\$597,800.00				
District Northwest - North Tower	1309	711	655	280	S	Available	\$687,800.00				
District Northwest - North Tower	1609	721	474	180-D	N	Sold	\$505,800.00	\$505,800.00	5/10/2012	\$101,180.00	
District Northwest - North Tower	1210	714	442	180	S	Available	\$487,800.00				
District Northwest - North Tower	1311	715	583	180-D	S	Available	\$610,800.00				
District Northwest - North Tower	2110	813	442	180	S	Available	\$510,800.00				
District Northwest - North Tower	1501	718	615	280	W	Sold	\$885,800.00	\$585,800.00	9/17/2012	\$337,180.00	
District Northwest - North Tower	1302	717	723	280	H	Available	\$780,800.00				
District Northwest - North Tower	3104	817	487	180-D	H	Available	\$599,800.00				
District Northwest - North Tower	1303	718	474	180-D	N	Available	\$495,800.00				
District Northwest - North Tower	1304	719	487	180-D	H	Available	\$501,800.00				
District Northwest - North Tower	1305	740	746	280	E	Available	\$781,800.00				
District Northwest - North Tower	1307	742	483	180	E	Available	\$506,800.00				
District Northwest - North Tower	1128	743	470	180-D	E	Available	\$418,800.00				
District Northwest - North Tower	2206	840	545	180-D	E	Available	\$619,800.00				
District Northwest - North Tower	1509	744	655	280	S	Sold	\$693,800.00	\$693,800.00	5/11/2012	\$339,360.00	
District Northwest - North Tower	1410	756	442	180	S	Available	\$489,800.00				
District Northwest - North Tower	1310	745	442	180	S	Available	\$486,800.00				
District Northwest - North Tower	1401	747	615	280	W	Sold	\$689,800.00	\$689,800.00	5/17/2012	\$337,810.00	
District Northwest - North Tower	1402	748	723	280	N	Sold	\$784,800.00	\$776,051.00	12/13/2012	\$317,735.00	
District Northwest - North Tower	2811	829	583	180-D	S	Available	\$637,800.00				
District Northwest - North Tower	1604	750	442	180-D	H	Sold	\$504,800.00	\$504,800.00	5/7/2012	\$100,930.00	
District Northwest - North Tower	1701	720	615	280	W	Available	\$701,800.00				

District Northwest - North Tower	1401	751	746	280	E	Available	\$199,900.00				
District Northwest - North Tower	1402	752	545	180-D	E	Sold	\$393,900.00	\$195,900.00	5/8/2012	\$119,160.00	
District Northwest - North Tower	2102	831	410	180-D	E	Available	\$480,900.00				
District Northwest - North Tower	1407	753	483	180	E	Available	\$509,900.00				
District Northwest - North Tower	1408	754	410	180-D	E	Sold	\$459,900.00	\$419,900.00	1/11/2011	\$91,810.00	
District Northwest - North Tower	1409	755	655	280	E	Available	\$693,900.00				
District Northwest - North Tower	1411	757	583	180-D	E	Sold	\$416,900.00	\$416,900.00	5/9/2012	\$133,210.00	
District Northwest - North Tower	1501	758	615	280	W	Sold	\$681,900.00	\$691,900.00	5/7/2012	\$173,475.00	
District Northwest - North Tower	1503	760	474	180-D	H	Available	\$103,900.00				
District Northwest - North Tower	2110	844	447	180	S	Sold	\$167,900.00	\$167,900.00	5/7/2012	\$113,560.00	
District Northwest - North Tower	1504	761	447	180-D	H	Sold	\$307,900.00	\$307,900.00	5/6/2012	\$101,310.00	
District Northwest - North Tower	2111	834	583	180-D	S	Available	\$637,900.00				
District Northwest - North Tower	2110	844	447	180	S	Available	\$573,900.00				
District Northwest - North Tower	1507	764	483	180	E	Available	\$613,900.00				
District Northwest - North Tower	3107	962	483	180	E	Available	\$610,900.00				
District Northwest - North Tower	1508	765	420	180-D	E	Available	\$461,900.00				
District Northwest - North Tower	1509	766	655	280	S	Sold	\$499,900.00	\$499,900.00	5/7/2012	\$159,810.00	
District Northwest - North Tower	2111	816	583	180-D	S	Available	\$643,900.00				
District Northwest - North Tower	3108	930	410	180-D	E	Available	\$107,900.00				
District Northwest - North Tower	3101	914	615	280	W	Available	\$797,900.00				
District Northwest - North Tower	3109	944	655	280	S	Available	\$771,900.00				
District Northwest - North Tower	3110	767	447	180	S	Available	\$493,900.00				
District Northwest - North Tower	1511	714	383	180-D	S	Sold	\$619,900.00	\$619,900.00	5/7/2012	\$113,510.00	
District Northwest - North Tower	1507	775	483	180	E	Available	\$615,900.00				
District Northwest - North Tower	1601	749	615	280	W	Sold	\$697,900.00	\$197,900.00	5/7/2012	\$174,475.00	
District Northwest - North Tower	1602	770	722	280	H	Available	\$793,900.00				
District Northwest - North Tower	1604	772	487	180-D	N	Sold	\$510,900.00	\$110,900.00	5/15/2012	\$107,165.00	
District Northwest - North Tower	1605	773	748	280	E	Available	\$105,900.00				
District Northwest - North Tower	2003	815	474	180-D	H	Available	\$517,900.00				
District Northwest - North Tower	1606	774	545	180-D	E	Sold	\$601,900.00	\$601,900.00	5/7/2012	\$110,310.00	
District Northwest - North Tower	3111	818	583	180-D	S	Available	\$679,900.00				
District Northwest - North Tower	1608	776	410	180-D	E	Available	\$165,900.00				
District Northwest - North Tower	3108	941	410	180-D	E	Available	\$510,900.00				
District Northwest - North Tower	1611	779	583	180-D	S	Available	\$622,900.00				
District Northwest - North Tower	1702	781	722	280	H	Available	\$796,900.00				
District Northwest - North Tower	1707	766	483	180	E	Available	\$518,900.00				
District Northwest - North Tower	1703	782	474	180-D	N	Sold	\$508,900.00	\$508,900.00	5/17/2012	\$101,780.00	
District Northwest - North Tower	1704	783	467	180-D	N	Available	\$313,900.00				
District Northwest - North Tower	1705	784	748	280	E	Available	\$816,900.00				
District Northwest - North Tower	2101	849	722	280	N	Sold	\$618,900.00	\$818,900.00	5/7/2012	\$185,710.00	
District Northwest - North Tower	1706	785	545	180-D	E	Sold	\$605,900.00	\$605,900.00	5/11/2012	\$119,310.00	
District Northwest - North Tower	2111	878	583	180-D	S	Available	\$649,900.00				
District Northwest - North Tower	1708	787	410	180-D	E	Available	\$468,900.00				
District Northwest - North Tower	1710	785	410	180	S	Available	\$498,900.00				
District Northwest - North Tower	1711	790	583	180-D	S	Sold	\$618,900.00	\$618,900.00	5/11/2012	\$135,165.00	
District Northwest - North Tower	2603	996	722	280	H	Sold	\$973,900.00	\$977,900.00	5/13/2012	\$176,310.00	
District Northwest - North Tower	1904	794	487	180-D	N	Available	\$516,900.00				
District Northwest - North Tower	1909	810	655	280	S	Available	\$715,900.00				
District Northwest - North Tower	3103	838	748	280	E	Available	\$886,900.00				
District Northwest - North Tower	1905	795	748	280	E	Available	\$819,900.00				
District Northwest - North Tower	2102	825	722	280	H	Available	\$812,900.00				
District Northwest - North Tower	1907	797	483	180	E	Available	\$111,900.00				
District Northwest - North Tower	1910	800	447	180	S	Available	\$101,900.00				
District Northwest - North Tower	1911	801	583	180-D	S	Available	\$678,900.00				
District Northwest - North Tower	1903	802	722	280	N	Sold	\$104,900.00	\$104,900.00	5/16/2012	\$160,910.00	
District Northwest - North Tower	1901	804	474	180-D	N	Available	\$514,900.00				
District Northwest - North Tower	1904	805	487	180-D	N	Available	\$519,900.00				
District Northwest - North Tower	1905	806	748	280	E	Available	\$834,900.00				
District Northwest - North Tower	1907	808	483	180	E	Available	\$626,900.00				
District Northwest - North Tower	2103	847	722	280	H	Sold	\$810,900.00	\$810,900.00	5/16/2012	\$164,160.00	
District Northwest - North Tower	2705	1004	748	280	E	Available	\$964,900.00				
District Northwest - North Tower	1908	809	410	180-D	E	Available	\$474,900.00				

District Northwest - North Tower	2107	810	483	180	E	Available	\$610,000.00				
District Northwest - North Tower	2005	817	746	280	E	Available	\$820,000.00				
District Northwest - North Tower	2006	818	845	180-D	E	Available	\$643,000.00				
District Northwest - North Tower	2007	819	483	180	E	Available	\$527,000.00				
District Northwest - North Tower	2008	820	410	Studio	E	Available	\$477,000.00				
District Northwest - North Tower	2010	822	442	180	S	Available	\$507,000.00				
District Northwest - North Tower	2101	824	615	280	W	Sold	\$717,000.00	\$717,000.00	5/17/2011	\$143,540.00	
District Northwest - North Tower	2201	827	474	180-D	H	Sold	\$587,000.00	\$543,184.00	5/9/2012	\$113,540.00	
District Northwest - North Tower	2103	826	474	180-D	H	Available	\$520,000.00				
District Northwest - North Tower	2104	827	467	180-D	N	Available	\$520,000.00				
District Northwest - North Tower	2105	828	746	280	E	Available	\$815,000.00				
District Northwest - North Tower	2106	829	845	180-D	E	Available	\$616,000.00				
District Northwest - North Tower	2109	831	655	280	S	Available	\$723,000.00				
District Northwest - North Tower	2202	826	722	280	H	Sold	\$816,000.00	\$816,000.00	5/17/2011	\$143,540.00	
District Northwest - North Tower	2204	828	447	180-D	N	Sold	\$527,000.00	\$549,844.00	5/9/2012	\$114,540.00	
District Northwest - North Tower	2205	829	746	280	E	Available	\$819,000.00				
District Northwest - North Tower	2207	841	483	180	E	Available	\$587,000.00				
District Northwest - North Tower	2108	842	470	Studio	E	Available	\$483,000.00				
District Northwest - North Tower	2209	843	855	280	S	Available	\$727,000.00				
District Northwest - North Tower	2211	845	883	180-D	S	Available	\$640,000.00				
District Northwest - North Tower	2203	848	474	180-D	H	Sold	\$570,000.00	\$570,000.00	5/6/2012	\$114,110.00	
District Northwest - North Tower	2205	850	746	280	E	Available	\$844,000.00				
District Northwest - North Tower	2207	851	483	180	E	Available	\$580,000.00				
District Northwest - North Tower	2208	852	420	Studio	E	Available	\$488,000.00				
District Northwest - North Tower	2209	853	655	280	S	Available	\$723,000.00				
District Northwest - North Tower	2204	832	467	180-D	H	Sold	\$587,000.00	\$587,000.00	5/13/2012	\$117,540.00	
District Northwest - North Tower	2310	856	442	180	S	Sold	\$570,000.00	\$558,417.00	12/20/2011	\$85,835.00	
District Northwest - North Tower	2401	837	615	280	W	Available	\$720,000.00				
District Northwest - North Tower	2411	927	883	180-D	S	Available	\$826,000.00				
District Northwest - North Tower	2402	818	722	280	H	Available	\$824,000.00				
District Northwest - North Tower	2404	840	467	180-D	H	Sold	\$578,000.00	\$578,000.00	5/7/2012	\$115,740.00	
District Northwest - North Tower	2406	844	543	180-D	E	Available	\$633,000.00				
District Northwest - North Tower	2405	852	543	180-D	E	Available	\$633,000.00				
District Northwest - North Tower	2408	844	420	Studio	E	Available	\$489,000.00				
District Northwest - North Tower	2409	856	655	280	S	Available	\$723,000.00				
District Northwest - North Tower	2501	828	615	280	W	Available	\$723,000.00				
District Northwest - North Tower	2503	820	474	180-D	H	Sold	\$578,000.00	\$578,000.00	5/7/2012	\$115,380.00	
District Northwest - North Tower	2505	872	746	280	E	Available	\$854,000.00				
District Northwest - North Tower	2702	1007	991	180-D	S	Sold	\$744,000.00	\$739,000.00	5/11/2012	\$148,980.00	
District Northwest - North Tower	2106	873	845	180-D	E	Available	\$820,000.00				
District Northwest - North Tower	2107	874	483	180	E	Available	\$584,000.00				
District Northwest - North Tower	2108	826	420	Studio	E	Available	\$492,000.00				
District Northwest - North Tower	2109	876	655	280	S	Available	\$720,000.00				
District Northwest - North Tower	2104	891	467	180-D	H	Sold	\$616,000.00	\$616,000.00	5/7/2012	\$122,820.00	
District Northwest - North Tower	2110	877	442	180	S	Available	\$576,000.00				
District Northwest - North Tower	2501	978	615	280	W	Available	\$723,000.00				
District Northwest - North Tower	2601	840	722	280	H	Available	\$811,000.00				
District Northwest - North Tower	2603	841	474	180-D	H	Sold	\$579,000.00	\$579,000.00	5/13/2012	\$115,840.00	
District Northwest - North Tower	2604	842	467	180-D	H	Sold	\$584,000.00	\$584,000.00	5/6/2012	\$116,810.00	
District Northwest - North Tower	2607	929	483	180	E	Available	\$611,000.00				
District Northwest - North Tower	2606	930	543	180-D	E	Available	\$649,000.00				
District Northwest - North Tower	2605	843	746	280	E	Available	\$859,000.00				
District Northwest - North Tower	2603	928	474	180-D	H	Sold	\$593,000.00	\$591,000.00	5/17/2012	\$118,240.00	
District Northwest - North Tower	2210	934	447	180	S	Available	\$589,000.00				
District Northwest - North Tower	2607	855	483	180	E	Available	\$599,000.00				
District Northwest - North Tower	2606	994	543	180-D	E	Available	\$661,000.00				
District Northwest - North Tower	2608	826	420	Studio	E	Available	\$495,000.00				
District Northwest - North Tower	2609	837	655	280	S	Available	\$723,000.00				
District Northwest - North Tower	2410	828	442	180	S	Available	\$579,000.00				
District Northwest - North Tower	2701	890	615	280	W	Available	\$723,000.00				
District Northwest - North Tower	2702	913	722	280	H	Available	\$846,000.00				
District Northwest - North Tower	2702	891	722	280	H	Available	\$816,000.00				

District Northwest - North Tower	2703	893	474	180x0	N	Sold	\$187,800.00	\$187,800.00	5/10/2023	\$116,510.00
District Northwest - North Tower	2707	973	483	180	E	Available	\$187,800.00			
District Northwest - North Tower	2705	884	748	280	E	Available	\$284,900.00			
District Northwest - North Tower	2704	885	545	180x0	E	Available	\$184,900.00			
District Northwest - North Tower	2801	823	815	280	W	Available	\$281,900.00			
District Northwest - North Tower	2803	1,012	746	280	E	Available	\$289,900.00			
District Northwest - North Tower	2707	856	483	180	E	Available	\$187,900.00			
District Northwest - North Tower	2708	857	410	StuDa	E	Available	\$499,900.00			
District Northwest - North Tower	2709	638	655	280	S	Available	\$247,900.00			
District Northwest - North Tower	2710	899	443	180	S	Available	\$174,900.00			
District Northwest - North Tower	2211	900	583	180x0	S	Available	\$151,900.00			
District Northwest - North Tower	2801	901	615	280	W	Available	\$241,900.00			
District Northwest - North Tower	2802	902	723	280	N	Available	\$245,900.00			
District Northwest - North Tower	2803	903	474	180x0	N	Sold	\$185,900.00	\$185,900.00	5/17/2022	\$117,140.00
District Northwest - North Tower	2805	905	746	280	E	Available	\$189,900.00			
District Northwest - North Tower	2803	1,018	475	180x0	N	Available	\$170,900.00			
District Northwest - North Tower	2805	906	545	180x0	E	Available	\$187,900.00			
District Northwest - North Tower	2807	907	483	180	E	Available	\$185,900.00			
District Northwest - North Tower	2808	908	410	StuDa	E	Available	\$101,900.00			
District Northwest - North Tower	2809	909	655	280	S	Available	\$281,900.00			
District Northwest - North Tower	2810	910	443	180	S	Available	\$177,900.00			
District Northwest - North Tower	2811	911	583	180x0	E	Available	\$168,900.00			
District Northwest - North Tower	2808	919	410	StuDa	E	Available	\$104,900.00			
District Northwest - North Tower	2801	912	615	280	W	Available	\$248,900.00			
District Northwest - North Tower	2803	914	474	180x0	N	Available	\$189,900.00			
District Northwest - North Tower	2804	915	487	180x0	N	Sold	\$193,900.00	\$193,900.00	5/17/2022	\$118,780.00
District Northwest - North Tower	2803	916	746	280	E	Available	\$174,900.00			
District Northwest - North Tower	2806	917	545	180x0	E	Available	\$180,900.00			
District Northwest - North Tower	2808	910	655	280	S	Available	\$293,900.00			
District Northwest - North Tower	2810	911	443	180	S	Available	\$180,900.00			
District Northwest - North Tower	2811	912	583	180x0	S	Available	\$181,900.00			
District Northwest - North Tower	2804	910	487	180x0	N	Available	\$188,900.00			
District Northwest - North Tower	2807	914	723	280	N	Available	\$188,900.00			
District Northwest - North Tower	2804	916	487	180x0	N	Sold	\$198,900.00	\$198,900.00	9/21/2022	\$129,535.00
District Northwest - North Tower	2805	917	746	280	E	Available	\$179,900.00			
District Northwest - North Tower	2807	911	483	180	E	Available	\$187,900.00			
District Northwest - North Tower	2808	918	545	180x0	E	Available	\$184,900.00			
District Northwest - North Tower	2810	912	443	180	S	Available	\$183,900.00			
District Northwest - North Tower	2802	915	723	280	W	Available	\$183,900.00			
District Northwest - North Tower	2803	916	474	180x0	N	Sold	\$180,900.00	\$180,900.00	5/15/2022	\$116,510.00
District Northwest - North Tower	2806	919	545	180x0	E	Available	\$186,900.00			
District Northwest - North Tower	2807	920	483	180	E	Available	\$184,900.00			
District Northwest - North Tower	2810	913	443	180	S	Available	\$188,900.00			
District Northwest - North Tower	2811	914	583	180x0	S	Available	\$187,900.00			
District Northwest - North Tower	2801	915	615	280	W	Available	\$261,900.00			
District Northwest - North Tower	2807	1,072	813	280	E	Available	\$278,900.00			
District Northwest - North Tower	2802	916	723	280	N	Available	\$186,900.00			
District Northwest - North Tower	2805	919	746	280	E	Available	\$189,900.00			
District Northwest - North Tower	2809	911	655	280	S	Available	\$267,900.00			
District Northwest - North Tower	2703	1,007	474	180x0	N	Available	\$184,900.00			
District Northwest - North Tower	2811	915	583	180x0	S	Available	\$170,900.00			
District Northwest - North Tower	2801	916	615	280	W	Available	\$283,900.00			
District Northwest - North Tower	2802	917	723	280	N	Sold	\$180,900.00	\$180,900.00	5/17/2022	\$122,160.00
District Northwest - North Tower	2805	920	746	280	E	Available	\$196,900.00			
District Northwest - North Tower	2806	921	545	180x0	E	Available	\$182,900.00			
District Northwest - North Tower	2808	923	410	StuDa	E	Available	\$118,900.00			
District Northwest - North Tower	2810	916	443	180	S	Available	\$192,900.00			
District Northwest - North Tower	2803	914	723	280	N	Available	\$184,900.00			
District Northwest - North Tower	2803	919	474	180x0	N	Available	\$180,900.00			
District Northwest - North Tower	2805	921	746	280	E	Available	\$189,900.00			
District Northwest - North Tower	2806	922	545	180x0	E	Available	\$183,900.00			
District Northwest - North Tower	2808	924	410	StuDa	E	Available	\$119,900.00			

Distric North-west - North Tower	3102	1017	772	782	N	Acq/3/16	\$237,000.00			
Distric North-west - North Tower	3104	978	859	782	S	Acq/3/16	\$275,000.00			
Distric North-west - North Tower	3110	978	642	880	S	Acq/3/16	\$183,000.00			
Distric North-west - North Tower	3102	929	772	780	N	Acq/3/16	\$183,000.00			
Distric North-west - North Tower	3101	910	674	1100-0	N	Acq/3/16	\$600,000.00			
Distric North-west - North Tower	3104	921	845	1100-0	E	Acq/3/16	\$93,000.00			
Distric North-west - North Tower	3104	918	670	1100-0	E	Acq/3/16	\$111,000.00			
Distric North-west - North Tower	3104	916	858	780	S	Acq/3/16	\$278,000.00			
Distric North-west - North Tower	3110	937	642	880	S	Acq/3/16	\$283,000.00			
Distric North-west - North Tower	3101	918	818	780	W	Acq/3/16	\$273,000.00			
Distric North-west - North Tower	3101	931	674	1100-0	N	Acq/3/16	\$629,000.00			
Distric North-west - North Tower	3104	911	748	780	E	Acq/3/16	\$209,000.00			
Distric North-west - North Tower	3102	918	631	880	E	Acq/3/16	\$419,000.00			
Distric North-west - North Tower	3108	916	670	1100-0	E	Acq/3/16	\$515,000.00			
Distric North-west - North Tower	3109	937	858	780	S	Acq/3/16	\$283,000.00			
Distric North-west - North Tower	3110	938	642	880	S	Acq/3/16	\$101,000.00			
Distric North-west - North Tower	3107	1010	678	1100-0	N	Acq/3/16	\$285,000.00			
Distric North-west - North Tower	3101	919	521	1100-0	S	Sold	\$181,000.00	\$181,000.00	8/17/2017	\$181,000.00
Distric North-west - North Tower	3101	1000	818	780	W	Acq/3/16	\$131,000.00			
Distric North-west - North Tower	3103	1003	682	1100-0	N	Acq/3/16	\$649,000.00			
Distric North-west - North Tower	3106	1009	548	1100-0	E	Acq/3/16	\$215,000.00			
Distric North-west - North Tower	3108	1011	548	1100-0	E	Acq/3/16	\$231,000.00			
Distric North-west - North Tower	3107	1004	872	780	SE	Sold	\$98,000.00	\$98,000.00	8/11/2017	\$98,000.00
Distric North-west - North Tower	3101	1000	618	780	W	Acq/3/16	\$237,000.00			
Distric North-west - North Tower	3102	1009	772	780	N	Acq/3/16	\$919,000.00			
Distric North-west - North Tower	3104	1013	868	1100-0	E	Acq/3/16	\$278,000.00			
Distric North-west - North Tower	3103	1011	591	1100-0	S	Acq/3/16	\$278,000.00			
Distric North-west - North Tower	3101	1016	618	780	W	Acq/3/16	\$461,000.00			
Distric North-west - North Tower	3104	1019	668	1100-0	N	Acq/3/16	\$879,000.00			
Distric North-west - North Tower	3105	1020	748	780	E	Sold	\$72,000.00	\$72,000.00	8/22/2017	\$72,000.00
Distric North-west - North Tower	3101	670	1040	1100-0	N	Acq/3/16	\$119,000.00			
							\$518,614,700.00	\$469,614,700.00		

**SCHEDULE J
ESG SURVEY**

KingSett Mortgage Investments - ESG SURVEY

KingSett Capital is committed to integrating best-in-class ESG practices throughout all its investment vehicles. We kindly ask that you complete this questionnaire so that we can track the Environmental, Social and Governance performance of the mortgage investments managed by KingSett Mortgage Corporation.

Date: _____
 Borrower: _____
 Property: _____
 Completed By: _____

Please identify any of the following ESG initiatives that apply to your organization and/or the property being financed.

General	Does your organization have an ESG strategy or annual report? If yes, where can we find more information?
Environmental Initiatives (please select all that apply to the property being financed)	<input type="checkbox"/> Water & energy consumption tracking <input type="checkbox"/> Waste volume tracking <input type="checkbox"/> On-site clean or renewable energy generation or storage (ex. solar, geothermal) <input type="checkbox"/> Retrofits to improve the energy-efficiency of the property (ex. lighting, HVAC, windows) <input type="checkbox"/> Stormwater management system <input type="checkbox"/> Green roof or green wall <input type="checkbox"/> Electric vehicle chargers on site <input type="checkbox"/> High performance envelope (ex. triple glazing) <input type="checkbox"/> Air tightness testing <input type="checkbox"/> High-efficiency appliances or fixtures <input type="checkbox"/> Green building certifications (ex. LEED, BOMA, WELL) _____ <input type="checkbox"/> Is the property's carbon footprint tracked? <input type="checkbox"/> Are carbon offsets purchased to offset embodied or operational carbon? <input type="checkbox"/> Other _____
Social Impact	<input type="checkbox"/> Does the project create or preserve any affordable housing units? Number of units _____ <input type="checkbox"/> Is there any community space (ex. daycare, arts & culture) in the property? Sq. ft. _____ <input type="checkbox"/> Tenant wellness or community focused programs <input type="checkbox"/> Other _____
Governance	<input type="checkbox"/> Does your organization have an ESG strategy or annual report? <input type="checkbox"/> Does your organization have a code of ethics? <input type="checkbox"/> Does your organization have ESG performance targets (ex. emissions reduction, diversity targets)? <input type="checkbox"/> Does your organization have any responsible hiring or contracting policies in place? <input type="checkbox"/> Other _____

Please tell us about any other ESG initiatives not highlighted above:

**SCHEDULE K
BORROWER HUMAN RIGHTS DECLARATION**

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed thereto in this Commitment Letter.

In consideration of the closing of the above-captioned transaction, the undersigned hereby declares that it is in compliance with the following Human Rights Standards.

	Initials
Freely Chosen Employment: Workers in the Borrower's supply chain are not forced, bonded, indentured, or subjected to involuntary prison labour.	
Child Labour Avoidance: Child labor is not employed anywhere within the Borrower's supply chain. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest.	
Health and Safety: The Borrower and its suppliers provide adequate and safe working conditions and comply with applicable health and safety policies and laws.	
Wages and Benefits: Compensation complies with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Employees earn fair wages, as determined by applicable local law.	
Working Hours: Work weeks should not exceed the maximum set by local law.	
Respect in the Workplace: Employees are treated with respect and dignity and work in an environment that is free from unlawful discrimination and harassment.	

I hereby declare that the foregoing particulars are true to the best of my knowledge and belief, as of the _____ day of _____, 20_____.

BORROWER:

Surrey Centre District NW GP Ltd., in its capacity as
general partner for and on behalf of District Northwest
LP

Name:

Title:

I/we have authority to bind the Corporation

This is Exhibit " B " referred to in the
affidavit of Daljit Thind

made before me on November 7, 2021


A Commissioner for taking Affidavits within
British Columbia

Brendan J. Sallis
Commissioner for Taking
Affidavits in and for the
Province of British Columbia

expiry April 30, 2027

From: Michael Griffin <mgriffin@fasken.com>
Sent: October 18, 2024 5:32 PM
To: Aneez Devji <ADevji@rbs.ca>; Kareem Jetha <kjetha@fasken.com>; Paul Grewal <pgrewal@fasken.com>
Cc: Ryan Klassen <RKlassen@rbs.ca>; Katherine Ho <KHo@rbs.ca>; Daljit Thind (daljit@thind.ca) <daljit@thind.ca>;
Kulwant Chauhan <kulwant@sevilleinvestments.ca>
Subject: RE: [EXT] Letter of Intent - Thind District NW [RBS-active.FID1882936]

Hi Aneez,

Please see the revised LOI with a corresponding blackline attached.

Please note that the attached remains subject to comment and review from our client.

Many thanks,

Michael Griffin (he/him)

Associate

T +1 604 631 3116 | mgriffin@fasken.com

Fasken Martineau DuMoulin LLP

From: Aneez Devji <ADevji@rbs.ca>
Sent: October-18-24 10:07 AM
To: Kareem Jetha <kjetha@fasken.com>; Paul Grewal <pgrewal@fasken.com>
Cc: Michael Griffin <mgriffin@fasken.com>; Ryan Klassen <RKlassen@rbs.ca>; Katherine Ho <KHo@rbs.ca>; Daljit Thind
(daljit@thind.ca) <daljit@thind.ca>; Kulwant Chauhan <kulwant@sevilleinvestments.ca>
Subject: RE: [EXT] Letter of Intent - Thind District NW [RBS-active.FID1882936]

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All: Please advise if you have any updates on a timeline for a response. Please reply-all.

Regards,
Aneez

Aneez Devji (he/him)
Partner*

DIRECT: 604.909.9301 EMAIL: ADevji@rbs.ca



RICHARDS BUELL SUTTON LLP

700 - 401 West Georgia Street, Vancouver, BC, Canada V6B 5A1 | TEL: 604.682.3664 | FAX: 604.688.3830 | RBS.CA *LAW CORPORATION

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From: Aneez Devji <ADevji@rbs.ca>

Sent: October 15, 2024 1:12 PM

To: Kareem Jetha <kjetha@fasken.com>; Paul Grewal <pgrewal@fasken.com>

Cc: Michael Griffin <mgriffin@fasken.com>; Ryan Klassen <RKlassen@rbs.ca>; Katherine Ho <KHo@rbs.ca>; Daljit Thind (<daljit@thind.ca> <daljit@thind.ca>); Kulwant Chauhan <kulwant@sevilleinvestments.ca>

Subject: RE: [EXT] Letter of Intent - Thind District NW [RBS-active.FID1882936]

INTERNAL EMAIL

Hi Kareem,

I was instructed to prepare and deliver a form of LOI to you for your review. Please see attached, I look forward to your comments.

Aneez

Aneez Devji (he/him), **Partner***

DIRECT: 604.909.9301 EMAIL: ADevji@rbs.ca

From: Kareem Jetha <kjetha@fasken.com>

Sent: October 10, 2024 6:01 PM

To: Aneez Devji <ADevji@rbs.ca>; Paul Grewal <pgrewal@fasken.com>

Cc: Michael Griffin <mgriffin@fasken.com>; Ryan Klassen <RKlassen@rbs.ca>; Katherine Ho <KHo@rbs.ca>

Subject: RE: [EXT] RE: Letter of Intent - Thind District NW [RBS-active.FID1882936]

Hi Aneez,

We should have the draft LOI to you next week (Thursday or Friday).

Regards,

Kareem Jetha

Partner

T +1 604 631 6473 | kjetha@fasken.com

Fasken Martineau DuMoulin LLP

From: Aneez Devji <ADevji@rbs.ca>
Sent: Thursday, October 10, 2024 1:58 PM
To: Paul Grewal <pgrewal@fasken.com>; Kareem Jetha <kjetha@fasken.com>
Cc: Michael Griffin <mgriffin@fasken.com>; Ryan Klassen <RKlassen@rbs.ca>; Katherine Ho <KHo@rbs.ca>
Subject: [EXT] RE: Letter of Intent - Thind District NW [RBS-active.FID1882936]

{CAUTION: This email originated from outside of Fasken. Exercise care before clicking links or opening attachments.}

Hi Kareem,

Please let me know if you require anything else from RBS. As I understand it, your office is preparing an LOI – if that is not correct, please let me know. If you are preparing the LOI, please let me know your expected timeline for delivery of a draft.

Regards,
Aneez

Aneez Devji (he/him)
Partner*

DIRECT: 604.909.9301 EMAIL: ADevji@rbs.ca



RICHARDS BUELL SUTTON LLP

700 - 401 West Georgia Street, Vancouver, BC, Canada V6B 5A1 | TEL: 604.682.3664 | FAX: 604.688.3830 | RBS.CA *LAW CORPORATION

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October [●], 2024

Surrey Centre District NW GP Ltd.
700 - 4211 Kingsway
Burnaby, B.C. V5H 1Z6

Thind Properties Ltd.
700 - 4211 Kingsway
Burnaby, B.C. V5H 1Z6

Attention: Daljit Thind

Dear Sir:

RE: Proposed participation by [REDACTED] in District Northwest Limited Partnership (the "Partnership"), the beneficial owner of lands located at 13438 105A Avenue, Surrey, British Columbia, legally described as Lot A Section 22 Block 5 North Range 2 West New Westminster Land District Plan EPP111526 (Parcel Identifier: 031-746-667) (the "Property") and developer of a mixed-use development project consisting of two towers with 1,023 units (the "Development").

The purpose of this letter of intent (this "LOI") is to set forth the terms and conditions of the proposed participation (the "Proposed Participation") by [REDACTED] in the Development – being its acquisition of all issued and outstanding shares in the share capital of Surrey Centre District NW GP Ltd. (the "General Partner"); its acquisition of all issued and outstanding shares in the share capital of 105 University View Homes Ltd. (the "Nominee"); and its subscription and holding of 90% of the voting interest and 44% of the capital interest in the Partnership.

1. Background

We understand that the Partnership consolidated certain parcels to create the Property on July 27, 2022, rezoned the Property such that it is currently zoned Comprehensive Development (CD), and has been issued a permit by the City of Surrey (the "City") for excavation and shoring, as permit number B-20-054430-1-0. To date, the Partnership has been unable to commence construction of the Development. Pursuant to the most recent amendment to Disclosure Statement (as hereinafter defined), the estimated date for the commencement of construction of the Development was between August 1, 2023 – October 31, 2023 and the estimated date for the completion of construction was between March 1, 2027 – June 1, 2027.

In accordance with the *Real Estate Development Marketing Act* ("REDMA"), the Partnership filed a disclosure statement on December 23, 2021, a first amendment to disclosure statement on March 8, 2022, a second amendment to disclosure statement on August 5, 2022, a third amendment to disclosure statement on November 14, 2022, a fourth amendment to disclosure statement on December 21, 2022, a fifth amendment to disclosure statement on May 11, 2023, and a sixth amendment to disclosure statement on July 31, 2023 (collectively, the "Disclosure Statement"). The Partnership commenced marketing the sale of residential units on or about December 21, 2021 and to date we understand that approximately 90% of such units have been pre-sold (collectively, the "Pre-Sold Units") with contractual deposits in an aggregate amount of approximately \$78,777,703.65, together with interest, held in trust by Richards Buell Sutton LLP.

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We understand that the Partnership is in default of its obligations to Kingsett Mortgage Corporation ("KMC") and KMC is unwilling to finance the construction of the Development unless the transactions contemplated by this LOI are concluded.

█████ believes that the potential exists to participate in the Partnership pursuant to the terms presented in this LOI so that the Partnership will be able to satisfy KMC's requirements for construction financing and complete the Development.

2. Proposed Participation

The Proposed Participation would be structured as an acquisition by █████ of units in the Partnership subject to a recapitalization of the Partnership and refinancing of existing debt as generally expressed in the steps below, with the final structure of the Proposed Participation to be determined upon the completion of the Definitive Agreement (as hereinafter defined).

- (a) █████ will be issued units in the Partnership for the purpose implementing the below steps.
- (b) The current and sole shareholder of the General Partner will transfer 100% of the issued and outstanding shares on a fully-diluted basis to █████, for nominal consideration, free and clear of all pledges, liens (statutory or otherwise), security interests, or other charges.
- (c) The current and sole shareholder of the Nominee will transfer 100% of the issued and outstanding shares on a fully-diluted basis to █████, for nominal consideration, free and clear of all pledges, liens (statutory or otherwise), security interests, or other charges.
- (d) █████ shall appoint such persons as directors and officers of the General Partner and Nominee as it determines in its sole discretion.
- (e) The Partnership shall file an amendment to the Disclosure Statement disclosing the change in the description of the Developer resulting from steps (a) and (d) above and any other "material changes" as defined in REDMA required at such time. (the "Seventh Amendment to Disclosure State
- (f) The Partnership shall seek amendments to all purchase and sale contracts related to the Pre-Sold Units, amending the outside date to such date determined by █████. The Proposed Participation shall be conditional on 80% of the purchasers of the Pre-Sold Units entering into the aforementioned amendment and such purchasers have not exercised their rescission rights afforded by REDMA.
- (g) The Partnership shall discharge all of its debts, liabilities, and obligations owed to third parties other than those incurred in the ordinary course of the Development and those owing to KMC in relation to the land loan advanced to the Partnership. For certainty, the Partnership shall payout and discharge mortgage no. CA9754858 as registered in favour of IHI Developments Ltd, Garmeco Canada Consultants Ltd., IHI Holdings Ltd., and R.A.R. Consultants Ltd. against title to the Property and obtain a release, satisfactory to █████.
- (h) █████ shall contribute \$20,000,000.00 to the Partnership as cash and \$2,000,000.00 as recognition of a performance bonds to be provided by █████ to the City for an aggregate capital contribution of \$22,000,000.00.
- (i) █████ shall convert all debts, liabilities, and obligations owed to it by the Partnership into units in the Partnership with a recognized capital contribution of \$3,000,000.00. Such participation shall be subject to, and in consideration for, █████, executing a release of all liabilities, obligations, and debts owed to the Partnership by █████, the General Partner, and the Nominee related to the Development.

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- (j) Thind Properties Ltd. ("**Thind**") shall have its interest in the Partnership, including current capital account, converted to a capital contribution of \$15,000,000.00.
- (k) [REDACTED] shall convert its interest in the debt of the Partnership held by KMC into units in the Partnership with a recognized capital contribution of \$10,000,000.00. Such participation shall be subject to, and in consideration for, a reduction of the existing debt of the Partnership held by KMC, as of the current date, in an amount equal to \$10,000,000.00 – being [REDACTED] capital contribution in the Partnership.
- (l) [REDACTED] Thind, and [REDACTED] (collectively, the "**New Limited Partners**") shall enter into an amended and restated partnership agreement, to be prepared by [REDACTED] counsel. The amended and restated partnership agreement shall include the following terms:
 - (i) Development management, day-to-day decision making, and all accounting functions shall be made and performed by the General Partner. The only decisions requiring unanimous approval of the Limited Partners shall be those decisions requiring unanimous approval under the *Partnership Act*. All decisions requiring approval by the Limited Partners shall be determined by those Limited Partners by a resolution passed by not less than 75% of the aggregate number of votes cast by those Limited Partners entitled to do so.
 - (ii) Distributions of the Partnership to the New Limited Partners shall be distributed as follows:
 - A. firstly, to [REDACTED] in proportion to their capital contributions until all of its capital contributions have been repaid in full;
 - B. secondly, to [REDACTED] in proportion to their respective capital contributions until all of their capital contributions have been repaid in full;
 - C. thirdly, to [REDACTED] in proportion to their respective capital contributions, until each [REDACTED] have received a priority, cumulative return of Prime plus 3%, not compounded, on their respective capital contributions. "Prime" means the fluctuating rate of interest charged by The Toronto-Dominion Bank as its prime rate to customers in Vancouver, British Columbia on loans denominated in Canadian dollars;
 - D. fourthly, to Thind in proportion to its capital contributions until all of its capital contributions have been repaid in full;
 - E. fifthly, to [REDACTED] until [REDACTED] has received a net profit return of \$50,000,000.00; and
 - F. sixthly, 50% to [REDACTED] and 50% to Thind as to all remaining funds, if any.

3. Access to Information

Forthwith following execution of this LOI, the Partnership and Thind shall make available to [REDACTED] all further documents, materials, and information regarding the Partnership, Development, and Property as reasonably requested by [REDACTED] or its legal counsel and shall permit [REDACTED], or its agents, to have access to the assets and business of the Partnership, General Partner, and Nominee for purposes of inspection and investigation. All such information shall be subject to the confidentiality terms of this LOI. The General Partner (on its own behalf and on behalf of the Partnership), the Nominee, and Thind shall execute or cause to be executed and returned to [REDACTED], as soon as reasonably possible following the execution of this LOI, all consents, authorizations, or letters of authority which may be necessary for [REDACTED] to execute in order for [REDACTED] to conduct such due

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diligence searches in connection with the Proposed Participation as [REDACTED], determines to be necessary, in its sole discretion.

4. Exclusive Dealings

Following execution of this LOI by all parties and until the earlier of the execution of the Definitive Agreement and January 15, 2025, neither the Partnership, the General Partner, the Nominee, nor Thind, shall, directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept or consider any proposal from any other person relating to the acquisition of the Development, Property, or any interest or assets of the Partnership, in whole or in part, or relating to any merger, consolidation or business combination with the Partnership.

5. Purchaser's Due Diligence and Conditions

The Definitive Agreement shall remain subject to, and conditional upon, the satisfaction of certain conditions including, but not limited to:

- (a) the Partnership obtaining construction financing from KMC on terms and conditions satisfactory to it to be set forth in an amended and restated loan agreement. This agreement shall, amongst other things, provide for \$400,000.00 to \$425,000.00 of financing at an interest rate of Prime plus 2.0%, a term of 48 months, and confirmation that KMC shall terminate and release all guarantees and other obligations of the Partnership in support of other development projects of entities related to, or affiliated with, Thind financed by KMC.
- (b) the Partnership receiving unconditional approval from South Coast British Columbia Transportation Authority (Translink) of the proposed shoring plan for the Development;
- (c) the Partnership receiving satisfactory fixed-price commitments from key sub-contractors for construction of the Development including, but not limited to, shoring, excavation, form work, reinforcing steel, HVAC, electrical, and glazing;
- (d) the Partnership receiving approval from the City for the waiver of bonus density, parking shortfall, and building permit fees in the approximate, aggregate amount of \$10,000,000.00 and deferral of payment of any such fees to after the date a provisional occupancy permit for all of the units which comprise the first tower of the Development is granted by the City;
- (e) financial analysis of the Partnership and Development budget to confirm a profit margin of at least 15%, based on a projected \$600,000,000.00 of gross revenue, net of any commissions, bonuses, marketing fees and incentives of [REDACTED], to be completed and reviewed by [REDACTED] or its authorized agent or representative;
- (f) review and confirmation of the basis for the amount of Thind's capital contribution (\$10,000,000.00) within the amended and restated limited partnership agreement of the Partnership; and
- (g) all other investigations or due diligence customary in a transaction of a similar nature to the Proposed Participation and any other due diligence, investigations, inspections or inquiries of the Property which [REDACTED] deems necessary or desirable.

6. Definitive Agreement

[REDACTED] and the New Limited Partners shall negotiate and endeavor to execute a definitive investment agreement (the "Definitive Agreement") to facilitate the Proposed Participation. The Definitive Agreement shall contain such terms and conditions, including but not limited to, conditions precedent, representations, warranties, covenants and indemnities which are consistent with the terms stated herein and which are customary in transactions of this nature.

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■■■■ legal counsel shall prepare the first drafts of the Definitive Agreement.

Prior to the closing date as determined in the Definitive Agreement, Thind shall obtain at its sole cost a representations and warranties insurance policy effective as of the closing date with respect to those representations and warranties to be provided in the Definitive Agreement.

7. **Laws**

This LOI will be interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

8. **Real Estate Broker**

The parties represent and warrant to each other that to the extent either has dealt with or engaged any broker, finder or other person in connection with the Proposed Participation, that such party solely is obligated for any and all commissions claimed by such person, and that such party agrees to indemnify and hold the other party harmless and defend the other on account of any loss, damage, liability or expense, including reasonable legal fees and expenses, incurred by reason of a demand for payment by such broker, finder or other person.

9. **Confidentiality**

The terms and conditions of this LOI, including the Proposed Participation itself, are confidential and each of ■■■■ and Thind agree that they shall not disclose the specific terms of this LOI to anyone at all save and except (to the extent necessary on a need-to-know basis directly in connection with the Proposed Participation) their professional advisors, accountants, solicitors, investors, lenders and consultants or pursuant to an order of a court of competent jurisdiction, and further provided that Thind may disclose this LOI to the other New Limited Partners.

10. **Notice**

Any notice under this LOI shall be in writing and shall be delivered either personally or by facsimile transmission to the party to whom it is addressed and shall be deemed received upon personal delivery or facsimile transmission.

11. **Costs**

■■■■ and Thind will each bear their own costs and expenses in connection with this LOI, the Definitive Agreement and the Proposed Participation.

12. **Counterparts and Delivery**

This LOI may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and all of which when taken together shall constitute one and the same document. This LOI may be delivered by facsimile transmission or electronic transmission in pdf or similar universally readable format and all persons may rely upon such facsimile or electronic delivery of this LOI for all purposes.

13. **Time of the Essence**

Time is of the essence hereof.

14. **Binding Provisions**

Save and except for this Section 14, and Sections 4, 9, and 11, which Sections constitute a legally binding agreement between Thind and ■■■■ (for which good and valuable consideration has been

- 6 -

paid by each party, the receipt and sufficiency of which are hereby acknowledged by each party), this LOI is a non-binding proposal only and neither this LOI nor any prior or subsequent discussions shall bind either party to enter into the Definitive Agreement or to reach agreement on the terms thereof. Furthermore, it is understood that the purpose of this LOI is to work towards the settlement and execution of the Definitive Agreement. Neither the expenditure of funds nor the undertaking of actions in furtherance of the Proposed Participation shall be considered partial performance or a binding agreement, nor shall it be the basis for any reliance upon the terms of this LOI by anyone except as otherwise provided herein.

[remainder of page intentionally left blank]

If the above terms are acceptable to the Partnership, the General Partner, and Thind Properties Ltd., please so indicate by signing below and returning the enclosed copy of this LOI by no later than 5:00 p.m. PDT on October _____, 2024, after which time this LOI will be null and void and of no further force or effect.

Regards,

[Redacted Signature]

Per: _____
[Redacted Name]

ACCEPTED AND AGREED to this _____ day of _____, 2024

Thind Properties Ltd.

Per: _____
Daljit Thind

**Surrey Centre District NW GP Ltd. as general partner of
District Northwest Limited Partnership**

Per: _____
Daljit Thind

Surrey Centre District NW GP Ltd.

Per: _____
Daljit Thind

This is Exhibit " C " referred to in the
affidavit of Daljit Thind

made before me on November 7, 2021



A Commissioner for taking Affidavits within
British Columbia

Brendan J. Sallis

Commissioner for Taking
Affidavits in and for the
Province of British Columbia

expiring April 30, 2021

SPECIFIC ASSIGNMENT OF CASH DISTRIBUTIONS

THIS AGREEMENT made as of the 24 day of February, 2022.

B E T W E E N:

THIND PROPERTIES LTD.

(the "Assignor")

OF THE FIRST PART

- and -

KINGSETT MORTGAGE CORPORATION

(the "Assignee")

OF THE SECOND PART

WHEREAS 105 University View Homes Ltd. (the "**Mortgagor**"), as mortgagor, has granted a first ranking mortgage (the "**Mortgage**") to and in favour of the Assignee, as mortgagee, of the lands charged therein (the "**Lands**") notice of which was registered on the date hereof in the Land Registry Office for New Westminster to secure the payment of principal, interest and other monies and the performance of all obligations arising thereunder, as amended, modified, supplemented or replaced from time to time;

AND WHEREAS the Mortgage has been granted by the Mortgagor in favour of the Assignee pursuant to the terms and conditions of a commitment letter dated February 14, 2022 between, *inter alios*, District Northwest Limited Partnership, as borrower, and the Assignee, as lender (as the same may be amended, restated, modified, supplemented, assigned and/or assumed from time to time, the "**Commitment Letter**");

AND WHEREAS the Assignor, among others, has made a guarantee dated of even date herewith (as such guarantee may be amended, extended, renewed, replaced, restated and in effect from time to time the "**Guarantee**") in favour of the Assignee with respect to the payment of the Loan Indebtedness and observance and performance of the Loan Obligations; and

AND WHEREAS as collateral security for the obligations under the Guarantee and as a condition for the Mortgagor receiving the Loan Indebtedness, the Lender has stipulated that the Assignor enter into this Agreement as a further continuing and collateral security for the payment of the Loan Indebtedness and observance and performance of the Loan Obligations;

NOW THEREFORE IN CONSIDERATION of the recitals, the Assignee extending the Loan Indebtedness and for such other good and valuable consideration received by the Assignor, the receipt and adequacy of which is acknowledged by the Assignor, the Assignor agrees with the Assignee as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION

1.1 Definitions

In this Agreement capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Mortgage. Otherwise, in this Agreement:

- (a) **"Distributing Party"** means, collectively, Lumina Eclipse LP, Minoru Square Development Limited Partnership, and 6511 Sussex Heights Development Ltd.;
- (b) **"Distributions"** means any distributions declared and paid by any Distributing Party in cash to and in favour of the Assignor including, without limitation any and all cash dividends or distributions, as and when declared, received or receivable upon or in respect of any units or shares, as applicable of any Distributing Party and all cash interest payments or money payable or paid on account of any return or repayment of capital in respect of any units or shares, as applicable, of any Distributing Party or otherwise distributed in respect thereof or which shall in any way be charged to, or payable or paid out of, the capital of the Assignor in cash and all money received from time to time by the Assignor in connection with the sale of any of the units or shares, as applicable, of any Distributing Party;
- (c) **"Effective Date"** has the meaning ascribed to it in Section 4.3(b);
- (d) **"Enforcement Notice"** has the meaning ascribed to it in Section 4.3(b);
- (e) **"Indebtedness"**, in respect of any Person, is used in its most comprehensive sense and includes any and all advances, debts, duties, endorsements, guarantees, liabilities, obligations, responsibilities and undertakings of such Person at any time assumed, incurred or made, however arising, whether or not now due, absolute or contingent, liquidated or unliquidated, direct or indirect, and whether such Person is liable individually or jointly with others, irrespective of the regularity or validity thereof or of any security therefor;
- (f) **"Loan Indebtedness"** means any Indebtedness from time to time of the Mortgagor and any of the other Covenantors to the Assignee arising under any of the Loan Documents; and
- (g) **"Loan Obligations"** means the obligations of the Mortgagor and any of the other Covenantors arising under the Loan Documents.

1.2 Interpretation

For the purposes of this Agreement, all references to the singular include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa.

1.3 Headings

In this Agreement, the headings have been inserted for reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Agreement.

ARTICLE 2 **AGREEMENT**

2.1 Assignment

As continuing collateral security for the payment of the Loan Indebtedness and performance of the Loan Obligations, the Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, and grants a security interest in, all of the Assignor's right, title, estate and interest and benefit, both at law and in equity, in and to the Distributions and, subject to Section 4.1, with full power and authority to enforce all the rights, claims or causes of action the Assignor may have with respect to the Distributions including the right to bring action to recover moneys with respect to the Distributions. Notwithstanding the assignment of the Distributions, the Assignee shall not be responsible or liable for any obligations of the Assignor respecting the units or shares, as applicable, of any Distributing Party or the Distributions, which remain the sole obligation of the Assignor.

2.2 Value and Attachment

The Assignor acknowledges that value has been given and that the Assignor has rights in the Distributions. The Assignee and the Assignor have not agreed to postpone the time for attachment of the security interest created by this Agreement and the Assignor and the Assignee intend that the security interest shall attach to the Distributions upon execution of this Agreement.

2.3 Perfection

The Assignor shall from time to time as may be required by the Assignee with respect to the Distributions take all actions as may be requested by the Assignee to perfect the security interest at the expense of the Assignor.

ARTICLE 3 **REPRESENTATIONS, WARRANTIES AND COVENANTS**

3.1 Representations, Warranties and Covenants

The Assignor represents and warrants to and in favour of the Assignee that the Assignor has good right, full power and absolute authority to assign the Distributions to the Assignee, and has not performed any act or executed any other instrument, other than pledge agreements previously delivered to the Assignee with respect to the units or shares, as applicable, held by the Assignor in each Distributing Party, which might prevent the Assignee from operating under the terms and conditions of this Agreement or which would limit the Assignee in such operation.

3.2 Survival

All representations and warranties of the Assignor made in this Agreement or in any of the other Loan Documents are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect. The Assignee shall be deemed to have relied upon the representations and warranties notwithstanding any investigation made by or on behalf of the Assignee at any time.

ARTICLE 4 RIGHT TO DEAL

4.1 Right to Deal

Until the occurrence of an Event of Default which is continuing and subject to Section 4.2, the Assignor is solely permitted to receive, retain and enjoy the benefits of and deal with the Distributions and to enforce all the rights, claims or causes of action the Assignor may have with respect to the Distributions, and the Assignor shall retain all the benefits, rights, advantages and powers accruing to it with respect to the Distributions, and the applicable Distributing Parties shall be entitled to deal with the Assignor until receipt of written notice from the Assignee stating that they should no longer deal with the Assignor and the notice shall be good and sufficient authority for so doing;

4.2 No Dealings with Distributions

That the Assignor shall not, without the prior written consent of the Assignee:

- (a) assign, encumber, pledge or hypothecate the Distributions other than to the Assignee and shall not do or omit to do or permit any act to be done which either directly or indirectly has the effect of waiving, releasing, reducing or abating any rights, remedies or obligations of any party thereunder or in connection therewith, other than as permitted under the Loan Documents; and
- (b) do any act or thing or omit to do any act or thing that would have the effect of terminating or cancelling the Assignor's right to receive the Distributions, or of modifying, amending, or varying the constating documents of any Distributing Party, or waiving, releasing or reducing or discounting the applicable Distributing Parties obligations with respect to the Distributions in any case if such act or omission would be materially adverse to the Assignee.

4.3 Acceleration and Enforcement

Upon the occurrence of an Event of Default which is continuing

- (a) all of the Loan Indebtedness shall, at the Assignee's option and without notice to the Assignor, become immediately due and payable, the security hereby constituted will, at the option of the Assignee, immediately become enforceable, and the Assignee may, in its sole, absolute and unfettered discretion, exercise its rights in respect of the Distributions in addition to all other rights and remedies afforded by applicable law, in equity or otherwise. The Assignee's remedies are cumulative and the Assignee shall have the right to enforce

one or more remedies successively or concurrently in accordance with the Mortgage and applicable law and the Assignee expressly retains all rights and remedies not inconsistent with the provisions in this Agreement. The Assignee's exercise of one right or remedy does not preclude its exercise of any others. The provisions of this clause do not and are not intended to affect in any way any rights of the Assignee with respect to any Loan Obligations or any Loan Indebtedness which may now or hereafter be payable on demand; and

- (b) if the Assignee elects to enforce its rights and remedies under this Agreement, the Assignee or its agent shall give written notice (the "**Enforcement Notice**") concurrently to the Assignor and Distributing Parties advising that the Assignee has elected to enforce its rights and remedies under this Agreement and require each Distributing Party to pay all Distributions directly to the Assignee until the Assignee further notifies the Assignor and each Distributing party that such Enforcement Notice is withdrawn, and the Assignor covenants and agrees, at the request of the Assignee, to join with the Assignee in such notice and hereby irrevocably appoints the Assignee as its attorney to join the Assignor in such notice.

4.4 Waiver of Event of Default

The Assignee may waive any Event of Default or breach of covenant and shall not be bound to exercise its rights hereunder or to serve the Enforcement Notice upon the Distributing Parties upon the happening of any Event of Default but any such waiver shall not extend to any subsequent Event of Default.

4.5 Default and Power of Attorney

So long as the Loan Indebtedness and the Loan Obligations, or any portion thereof, remains outstanding:

- (a) the Assignor hereby irrevocably appoints the Assignee or any person or persons, whether an officer or officers or an employee or employees of the Assignee or not, to be a receiver or receivers, or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver (hereinafter called a "**Receiver**", which term when used herein shall include a receiver or a manager or a receiver and manager) of the Distributions (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in such Receiver's stead;
- (b) the Assignor hereby irrevocably constitutes and appoints any officer or director or manager for the time being of the Assignee the true and lawful attorney of the Assignor, with full power of substitution, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Assignor whenever and wherever it may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership with respect to the Distributions in accordance with this Agreement, which power of attorney is given for valuable consideration, is coupled with an interest, and is irrevocable until registration of a complete discharge of the Mortgage;

- (c) if any action is brought by the Assignee or any Receiver to enforce any rights with respect to the Distributions, the Assignor agrees to cooperate fully with and assist the Assignee in the prosecution thereof;
- (d) without limiting any other provision of this Agreement, upon and during the continuance of an Event of Default, the Assignor hereby specifically authorizes and directs each party upon written notice to it by the Assignee to make all payments due under or arising with respect to the Distributions directly to the Assignee and hereby irrevocably authorizes and empowers the Assignee after an Event of Default and for so long as it is continuing to request, demand, receive, and give acquittance for any and all amounts which may be or become due or payable or remain unpaid at any time to the Assignor with respect to the Distributions, and in the Assignee's discretion, to file any claims or take any action or proceeding, either in its own name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or desirable in its sole discretion; and
- (e) the Assignee shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce the payment of any amounts which may have been assigned to the Assignee or to which the Assignee may be entitled hereunder at any time or times.

4.6 Continuing Security

Notwithstanding any variation of the terms of the Mortgage or any of the other Security Documents, or any extension of time for payment or any release of any security, this Agreement shall continue as general and collateral security for the Loan Indebtedness and observance and performance of all of the Loan Obligations. This Agreement and the assignments granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Assignee.

4.7 Assignee's Obligations and Limitation on Liabilities

It is expressly acknowledged and agreed by the Assignor and the Assignee that:

- (a) effective from and after the date of the Enforcement Notice, the Assignee shall be entitled to enforce all of the rights and remedies granted to it hereunder;
- (b) nothing herein contained shall oblige the Assignee to assume or perform any obligation of the Assignor to the Distributing Parties in respect of or arising out of the constating documents of any Distributing Party or with respect to the Distributions. The Assignee may, however, after the occurrence of an Event of Default which is continuing, at its option, assume or perform any such obligations as the Assignee considers necessary or desirable to obtain the benefit of the Distributions, free of any set-off, deduction or abatement, and any money expended by the Assignee in this regard shall form part of and be deemed to form part of and be deemed to form part of the Loan Indebtedness and bear interest at the Interest Rate;

- (c) the Assignee shall only be liable to account for such moneys as shall actually be received by the Assignee by virtue of this Agreement at the address provided herein, less reasonable collection charges and costs (including, without limitation, legal costs on a solicitor and client basis) and other reasonable expenses to which the Assignee may be put, and the Assignee shall not be responsible for any act or default of any agent employed by the Assignee for the collection of any such amounts. Such moneys when so received by the Assignee shall be applied in accordance with the provisions of the Mortgage and the Assignee shall not be responsible for diligence in the collection of any moneys as contemplated herein; and
- (d) the Assignee shall not be by reason of this Agreement or the exercise of any right granted herein, responsible for any act committed by the Assignor or any breach or failure to perform by the Assignor in respect of or arising out of the constating documents of any Distributing Party or with respect to the Distributions.

4.8 Reassignment/Discharge

The Assignee may, at any time and whether or not an Event of Default has occurred, without further request or agreement by the Assignor, reassign to the Assignor, its successors and assigns, the Distributions by an instrument of reassignment in writing executed by the Assignee delivered to the Assignor, its successors and assigns, at the address for notice herein provided. Such instrument upon delivery shall constitute a good and sufficient reassignment of all of the Assignee's right, title, interest and estate in and benefit of the Distributions and a good and valid release and termination of obligations (if any) of the Assignee with respect thereto. Such reassignment shall not expressly or impliedly constitute any representation or warranty by the Assignee to the Assignor as to the Distributions or anything related thereto. This Agreement will remain in full force and effect until registration of a complete discharge of the Mortgage by the Assignee, which discharge shall be deemed to be a reassignment of this Agreement and the Distributions in favour of the Assignor. On the complete discharge of the Mortgage, the Assignee will, at the request and at the sole cost and expense of the Assignor, execute and deliver to the Assignor such instruments as may be necessary or effective, in registrable form, to evidence the termination of this Agreement and the reassignment to the Assignor of the Distributions.

ARTICLE 5 **MISCELLANEOUS**

5.1 Payments

Any payments required to be made by the Assignor to the Assignee under this Agreement will be made at the address of the Assignee set out in Section 5.9 (or at any other place specified by the Assignee by written notice to the Assignor) in immediately available funds in lawful Canadian currency, without any set-off, counterclaim or deduction.

5.2 Failure of Indulgence Not Waiver

No extension of time, waiver, or other indulgence given by the Assignee to the Assignor, or anyone claiming under the Assignor, shall in any way affect or prejudice the rights of the Assignee against the Assignor or any other Covenantor unless explicitly set forth in writing and signed by the waiving party. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Each power and right under this Agreement is cumulative and is in addition to and not in substitution for any other rights and remedies at law, or in equity or otherwise.

5.3 Modification

No modification or waiver of this Agreement is binding on the Assignee unless made in writing and signed by a duly authorized officer of the Assignee.

5.4 Entire Agreement

On execution and delivery by the Assignor, this Agreement is deemed to be finally executed and delivered by the Assignor to the Assignee and is not subject to or affected by any condition as to the receipt by the Assignee of any of the other Security Documents or as to the execution and delivery by any of the other Covenantors to the Assignee of any other Loan Documents, nor by any promise or condition affecting the liability of the Assignor. No agreement, promise, representation or statement by the Assignee or any of its officers, employees or agents unless in this Agreement forms part of this Agreement, has induced the making of it, or affects the liability of the Assignor or any Covenantor under it.

5.5 Severability

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

5.6 Non-Merger

The giving of this Agreement is by way of additional and collateral security for the payment of the Loan Indebtedness and the performance of the Loan Obligations and not in substitution for or in satisfaction thereof, and the Commitment Letter, the Mortgage or any of the other Loan Documents shall not be merged hereby and in case of an Event of Default that is continuing, proceedings may be taken under this Agreement, the Mortgage, or any of the other Security Documents or any one or more of them at the option of the Assignee.

5.7 Paramountcy

The provisions of any agreement between the Assignor and the Assignee in connection with the Loan Indebtedness, including but not limited to any loan application in respect thereof, the Mortgage and all of the other Loan Documents, shall form part of this Agreement except where inconsistent with the provisions hereof. In the case of any inconsistency between this Agreement and the Mortgage, the provisions of the Mortgage shall prevail.

5.8 Assignability

The Assignor hereby consents to the Assignee assigning, transferring or selling all or any portion of its interest under this Agreement in connection with the assignment, transfer or sale of that portion of its interest in the Loan Indebtedness and the Loan Obligations. Without limiting the foregoing, the Assignee may enter into participation, contending or syndication agreements with other lenders in connection with this Agreement, the Loan Indebtedness and the Loan Obligations. The Assignee may provide information of a financial or other nature to any prospective assignee or transferee or other lenders concerning the Assignor, this Agreement, the Loan Indebtedness and the Loan Obligations.

5.9 Notices

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication to be given under or in connection with this Agreement shall be in writing and shall be delivered by personal delivery, prepaid courier service, postage prepaid registered mail or by electronic or digital transmission to the relevant party, addressed:

(a) to the Assignor:

Name: Thind Properties Ltd.
Address: 700 – 4211 Kingsway,
Vancouver, B.C., V5H 1Z6

Fax No.: 604-451-7740

(b) to the Assignee:

Name: KingSett Mortgage Corporation
Address: Scotia Plaza, 40 King Street West, Suite 3700
Toronto, Ontario, M5H 3Y2

Attention: Justin Walton, Executive Director, Mortgage Investments
e-mail: JWalton@kingsettcapital.com

and to:

Attention: Scott Coates, Managing Director, Mortgage Investments
e-mail: Scoates@kingsettcapital.com

Fax No.: 416-687-6701

and such notice or other communication shall be deemed to have been given and received on the day on which it was delivered personally or by courier, or transmitted by electronic or digital transmission (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day) or, if mailed, on the third (3rd) business day following the date of mailing; provided, however, that if at the time of mailing or within three (3) business days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid. Each party may change its address for notice by providing notice of same in accordance with the foregoing.

5.10 Expenses, Fees and Indemnity

The Assignor will pay to the Assignee all costs, charges and expenses, including all administrative fees, legal fees and professional fees, incurred by the Assignee in connection with the collection of any amount payable under this Agreement by the Assignor to the Assignee. The Assignor shall indemnify the Assignee against all claims, loss or damages arising out of or in connection with any breach or default by the Assignor under this Agreement.

5.11 Applicable Law

This Agreement and the rights and obligations of the Assignor and the Assignee under it are governed by and construed according to the laws of the jurisdiction in which the Property is situate and the laws of Canada applicable therein. Each of the parties hereto hereby consents and agrees that the courts of the Province of Ontario shall have non-exclusive jurisdiction to hear and determine any claims or disputes between the Assignor and the Assignee pertaining to this Agreement or to any matter arising out of or relating to this Agreement. Nothing in this Agreement shall be deemed or operate to preclude the Assignee from bringing suit or taking other legal action in any other jurisdiction to realize on the Distributions, or to enforce a judgment or other court order. The Assignor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and the Assignor hereby waives any objection which the Assignor may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*, to the extent permitted under applicable law.

5.12 Time of the Essence

Time is of the essence of this Agreement.

5.13 Execution by the Assignee

This Agreement need not be executed by the Assignee to be binding on and to enure to the benefit of the Assignee.

5.14 Counterparts

This Agreement may be executed (including by DocuSign or other electronic means) in any number of counterparts and delivered (including by DocuSign or other electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same agreement.

5.15 Further Assurances

The Assignor will promptly do all further acts and execute and deliver such further documents the Assignee considers necessary or advisable to carry out the terms or intent of this Agreement.

5.16 Successors and Assigns

This Agreement is binding on and enures to the benefit of the Assignee and the Assignor and their respective executors, administrators, successors and permitted assigns and to any Person to whom the Assignee may grant any participation in this Agreement, the Loan Indebtedness or the Loan Obligations or any power, remedy or right of the Assignee under this Agreement or any of the Assignee's interest herein or in the Loan Indebtedness and the Loan Obligations.


5.17 Multiple Parties

If the Assignor consists of more than one party, this Agreement will be read with all necessary grammatical changes and each reference to the Assignor includes each and every such Person individually. All covenants and agreements herein of the Assignor are the joint and several covenants and agreements of each such Person. If the Assignee consists of more than one party, this Agreement will be read with all necessary grammatical changes and each such party or any one or more of them is entitled to enforce each right and remedy of the Assignee under this Agreement.

-- signatures follow on next page --

IN WITNESS WHEREOF the Assignor has executed this Agreement as of the date and year first written above.

THIND PROPERTIES LTD.

Per: 
Name: _____
Title: **Daljit Thind, ~~CEO~~**
Director

Per: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT OF THIND PROPERTIES LTD.

The undersigned hereby acknowledges that the interest of the Assignor in and to the Distributions has been assigned to the Assignee pursuant to this Agreement and the undersigned agrees that upon receipt of an Enforcement Notice in accordance with Section 4.3(b) delivered by the Assignee to the Distributing Parties shall pay all Distributions directly to the Assignee in accordance with the payment instructions set out in the Enforcement Notice. The Distributing Parties shall have no obligation or liability in respect of the Agreement other than to make payments of all Distributions to the Assignee. The Assignee agrees to provide any information or documentation reasonably required by the Distributing Parties in order to comply with applicable law.

Dated this 24 day of February, 2022.

LUMINA ECLIPSE GP LTD., in its capacity as
general partner for and on behalf of **LUMINA
ECLIPSE LP**

Per: _____



Name:

Title: **Daljit Thind, CEO**

Per: _____

Name:

Title:

**MINORU SQUARE DEVELOPMENTS GP
LTD.**, in its capacity as general partner for and on
behalf of **MINORU SQUARE
DEVELOPMENT LIMITED PARTNERSHIP**

Per: _____



Name:

Title: **Daljit Thind, CEO**

Per: _____

Name:

Title:

**6511 SUSSEX HEIGHTS DEVELOPMENT
LTD.**

Per: _____

Name:

Title:

Daljit Thind

CEO

Per: _____

Name:

Title: