



No. S-247764
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

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

RESPONDENTS

FIRST REPORT OF THE RECEIVER

January 13, 2025

Contents	Page
1.0 Introduction	1
2.0 Background	4
3.0 Retention of Rennie as the Proposed Sales Agent	9
4.0 Highline Sale Process	12
5.0 Sealing Order	18
6.0 Amended and Restated Receivership Order	18
7.0 Distributions.....	21
8.0 Other Activities of the Receiver	23
9.0 Conclusion and Recommendation	24

Appendix	Tab
Receivership Order dated December 13, 2024.....	A
Marketing Agreement dated January 13, 2025	B
Strata Plan EPS 9599 Response to Petition dated December 10, 2024	C
Strata Plan EPS 9599 Petition dated December 12, 2024	D
Letter from Canada Revenue Agency dated January 8, 2025.....	E
Rennie Marketing Systems Overview	F
Rennie Report dated January 9, 2025 (Partially Redacted)	G
Freehold Transfer (Registration Number CB1732198 and CB1732165)	H
Land Title Office Owner Name Search dated December 20, 2024.....	I
Blackline Version of the Amended Receivership Order.....	J
Thind Parking Corp. Corporate Profile	K
Thind Parking Corp. Personal Property Search	L
Parking and Storage Lease dated October 12, 2023	M
Consent to Act dated January 13, 2025.....	N

1.0 Introduction

1. On December 13, 2024, the Supreme Court of British Columbia (the “**Court**”) granted an order (the “**Receivership Order**”) pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, appointing KSV Restructuring Inc. (“**KSV**”) as the receiver (in such capacity, the “**Receiver**”), without security, of the property described in Appendix “A” of the Receivership Order (the “**Lands**”) and all right, title, and interest of 6511 Sussex Heights Development Ltd. (“**6511 Sussex**”), Minoru Square Development Limited Partnership (“**Minoru LP**”), and Minoru View Homes Ltd. (“**Minoru Homes**” and collectively with 6511 Sussex and Minoru LP, the “**Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (together with the Lands, the “**Property**”), including all proceeds thereof. A copy of the Receivership Order is attached as **Appendix “A”**.
2. The petition to appoint KSV as Receiver was made by KingSett Mortgage Corporation (“**KingSett**”), the Debtors’ largest and senior secured creditor (the “**KingSett Petition**”). As discussed below, the principal purpose of these proceedings is to create a stabilized environment in which the Debtors’ respective development projects can be completed and/or monetized, and the proceeds arising therefrom can be distributed, in each case, for the benefit of the Debtors’ stakeholders.
3. This report (this “**First Report**”) is being filed by KSV, in its capacity as the Receiver. It focuses on the Receiver’s recommendations in respect of the listing for sale of the 119 strata lots (collectively, the “**Remaining Units**”) comprising the Highline Property (as defined below) owned by 6511 Sussex, and certain related relief intended to facilitate the efficient administration of these proceedings and maximize value for the Debtors’ stakeholders. The Receiver is in the process of advancing a realization strategy in respect of the Property of the other Debtors, being Minoru LP and Minoru Homes, and will return to Court at a future date to seek approval of such realization strategy. Additional background information concerning Minoru LP and Minoru Homes, their respective property, and the Receiver’s recommendations relating thereto will be provided at that time.

1.1 Purposes of this First Report¹

1. The purposes of this First Report are to provide an update regarding these proceedings and information in support of the Receiver's application for the following relief:
 - a) an amended and restated Receivership Order (the "**Amended and Restated Receivership Order**"), among other things:
 - i. expanding the scope of the receivership by appointing KSV as the receiver, without security, of all of Thind Parking Corp.'s ("**TPC**") presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including the proceeds thereof (collectively, the "**Parking Property**");
 - ii. increasing the Receiver's maximum permitted borrowings under the Receivership Order from \$250,000 to \$2,303,860, and granting a corresponding increase to the Receiver's Borrowings Charge (as defined in the Receivership Order); and
 - iii. updating the description of the Lands to remove certain real property that was sold prior to the commencement of these proceedings;
 - b) an order (the "**Highline Sale Process Order**"), among other things:
 - i. authorizing and empowering the Receiver to enter into the letter agreement dated January 13, 2025 (the "**Marketing Agreement**"), among the Receiver, Rennie Marketing Systems, by its partners Rennie Project Marketing Corporation and 541823 B.C. Ltd. (collectively, "**RMS**"), and Rennie & Associates Realty Ltd. (collectively with RMS, the "**Sales Agent**" or "**Rennie**") in the form attached as **Appendix "B"**; and
 - ii. approving the sale process described in Section 4 of this First Report with respect to the Remaining Units (the "**Highline Sale Process**"), and authorizing the Receiver and the Sales Agent to carry out the Highline Sale Process in accordance with its terms and the terms of the Highline Sale Process Order;

¹ All capitalized terms not defined in this section are defined in the sections below.

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

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

1.2 Scope and Terms of Reference

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

1.3 Currency

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

2.0 Background

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

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

2.1 Creditors

2.1.1 KingSett

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

3. The payment and performance of the Highline Indebtedness is secured by, among other things:
 - a) a first mortgage/charge in the principal amount of \$283,750,000 and an assignment of rents registered against the Highline Property in favour of KingSett;
 - b) a general security agreement dated March 20, 2024, between 6511 Sussex, as grantor, and KingSett, as grantee; and
 - c) a collateral mortgage/charge in the principal amount of \$80,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett.
4. As of January 6, 2025, the total indebtedness to KingSett under the Minoru Loan (the “**Minoru Indebtedness**”) was approximately \$77 million, accruing interest at a rate of approximately \$25,644 per day.
5. The payment and performance of the Minoru Indebtedness is secured by, among other things:
 - a) a first mortgage/charge in the principal amount of \$61,000,000 and an assignment of rents registered against the Minoru Property in favour of KingSett;
 - b) a second mortgage/charge in the principal amount of \$80,000,000 registered against the Minoru Property in favour of KingSett; and
 - c) a general security agreement dated October 29, 2021, between Minoru Homes, as grantor, and KingSett, as grantee.
6. On January 8, 2025, KingSett filed two Notices of Application (the “**Applications for Judgement**”) in these proceedings for orders for judgment in respect of the Highline Indebtedness, the Minoru Indebtedness and declarations with respect to the validity and priority of certain of the security granted in connection with such indebtedness. The Applications for Judgement are currently scheduled to be heard on January 20, 2025.
7. Following the granting of the Receivership Order, the Receiver requested that its independent counsel² conduct a review of certain of the security granted by the Debtors in favour of KingSett in respect of the Highline Indebtedness and the Minoru Indebtedness.

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

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

2.1.2 Strata Corporation

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

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

2.1.3 Canada Revenue Agency

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

2.1.4 Builder's Lien Claimants

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

2.1.5 Other Creditors

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

3.0 Retention of Rennie as the Proposed Sales Agent

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

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

3.1 Marketing Agreement³

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

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

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

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

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

3.2 Recommendation Regarding Retention of Rennie and Approval of Marketing Agreement

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

4.0 Highline Sale Process

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

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

4.1 Rennie Report and Pricing Schedule

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

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

4.2 Highline Sale Process

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

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

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

4.3 Recommendation Regarding Highline Sale Process and Approval and Vesting Order

1. The Receiver recommends that this Court issue the proposed Highline Sale Process Order and Approval and Vesting Order for the following reasons:

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

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

5.0 Sealing Order

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

6.0 Amended and Restated Receivership Order

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

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

6.1 Addition of TPC as a Respondent

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

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

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

6.2.1 Unpaid Strata Fees

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

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

6.2.2 Remaining Unit Repairs

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

7.0 Distributions

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

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

7.1 Recommendation Regarding Distributions and Strata Lien Distributions

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

8.0 Other Activities of the Receiver

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

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

9.0 Conclusion and Recommendation

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

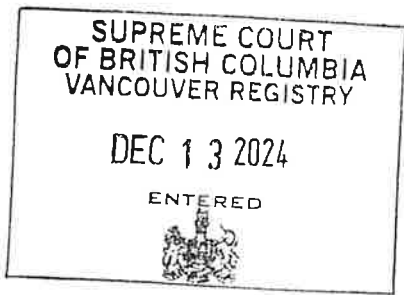
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All of which is respectfully submitted,

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

Per: 
Jason Knight
Managing Director

APPENDIX A
[ATTACHED]



No. S-247764
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

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

RESPONDENTS

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

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

ORDER MADE AFTER APPLICATION

BEFORE } THE HONOURABLE JUSTICE MASUHARA } 2024/12/13

ON THE APPLICATION of the Petitioner for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “*BIA*”) and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the “*LEA*”) appointing KSV Restructuring Inc. (“*KSV*”) as receiver (in such capacity, the “*Receiver*”), without security, of property described in Appendix A to this Order (the “*Lands*”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, and

Minoru View Homes Ltd. (the “**Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including all proceeds, coming on for hearing this day at 800 Smithe Street, Vancouver, British Columbia.

AND ON READING Affidavit #1 of Daniel Pollack made November 5, 2024, and the consent of KSV to act as the Receiver; AND ON HEARING Emma Newbery, counsel for KingSett Mortgage Corporation and those other counsel listed on Schedule “A” hereto.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the *BIA* and Section 39 of the *LEA*, KSV is appointed Receiver, without security, of the Lands and all right, title and interest of the Debtors in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (together with the Lands, the “**Property**”), including all proceeds.

RECEIVER’S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$500,000 provided that the aggregate consideration for all such transactions does not exceed \$1,000,000, and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to apply for remedies available under the *BIA*, including to declare or make an assignment into bankruptcy in respect of the Debtors; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5, or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the

information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “Sale”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver’s appointment; or,
 - (b) after the Receiver’s appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver’s gross negligence or wilful misconduct.
18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the *BIA* section 14.06(4), the Receiver is not personally liable for

the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
- (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

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

RECEIVER'S ACCOUNTS

20. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.
21. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances,

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

24. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

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

SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall establish and maintain a website in respect of these proceedings (the "**Website**") at <https://www.ksvadvisory.com/experience/case/highline-and-minoru> and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule "C" (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the “**Service List**”). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
32. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.


GENERAL


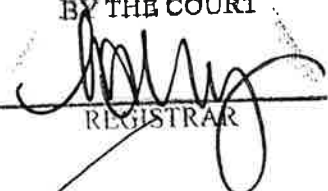
34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days’ notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

- 38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 39. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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

APPROVED BY:


Signature of Emma Newbery, lawyer for the
Petitioner


BY THE COURT

REGISTRAR

BY THE COURT
DISTRICT REGISTRAR

lsu
CHECKED
h

SCHEDULE "A"
Appearance List

NAME	APPEARING FOR
Emma Newbery and Lucas Hodgson	KingSett Mortgage Corporation
David Gruber	KSV Restructuring Inc.
<i>James Christie</i>	The Owners, Strata Plan EPS9559

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____
AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the Receiver (the "Receiver") of all of right, title and interest of 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. and MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP and MINORU VIEW HOMES LTD. in all presently owned or held personal property of whatsoever nature and kind pertaining to the property located at the following property legally described as 031-656-561; 032-077-564; 032-077-572; 032-077-581; 032-077-661; 032-077-670; 032-077-688; 032-077-696; 032-077-700; 032-077-718; 032-077-726; 032-077-734; 032-077-742; 032-077-75; 032-077-769; 032-077-777; 032-077-785; 032-077-793; 032-077-807; 032-077-815; 032-077-823; 032-077-831; 032-077-840; 032-077-858; 032-077-866; 032-077-874; 032-077-882; 032-077-891; 032-077-904; 032-077-912; 032-077-921; 032-077-939; 032-077-947; 032-077-955; 032-077-963; 032-077-971; 032-077-980; 032-077-998; 032-078-005; 032-078-013; 032-078-021; 032-078-030; 032-078-048; 032-078-056; 032-078-064; 032-078-072; 032-078-307; 032-078-315; 032-078-323; 032-078-331; 032-078-340; 032-078-358; 032-078-366; 032-078-374; 032-078-382; 032-078-498; 032-079-451; 032-079-630; 032-079-664; 032-079-753; 032-079-915; 032-079-931; 032-080-026; 032-080-077; 032-080-166; 032-080-255; 032-080-271; 032-080-344; 032-080-361; 032-080-395; 032-080-450; 032-080-468; 032-080-476; 032-080-484; 032-080-514; 032-080-522; 032-080-531; 032-080-549; 032-080-573; 032-080-603; 032-080-611; 032-080-620; 032-080-638; 032-080-646; 032-080-654; 032-080-662; 032-080-701; 032-080-719; 032-080-727; 032-080-735; 032-080-743; 032-080-751; 032-080-778; 032-080-786; 032-080-794; 032-080-808; 032-080-816; 032-080-824; 032-080-832; 032-080-841; 032-080-859; 032-080-867; 032-080-875; 032-080-883; 032-080-891; 032-080-905; 032-080-930; 032-080-956; 032-080-964; 032-080-999; 032-081-006; 032-081-014; 032-081-022; 032-081-031; 032-081-049; 032-081-057; 032-081-065; 032-081-073; 032-081-081; 032-081-090; 032-081-103; 032-081-111; 032-081-120; 032-081-138; 032-081-146; 032-081-154; 032-081-162; 032-081-171; 032-081-201; 032-081-235; 032-081-251; 032-081-260; 032-081-278; 032-081-286; 032-081-294; 032-081-308; 032-081-316; 032-081-324; 032-081-332; 032-081-341; 032-081-359; 032-081-367; 032-081-375; 032-081-383; 032-081-391; 032-081-405; 032-081-413; 032-081-421; 032-081-430; 032-081-448; 032-081-456; 032-081-464; 032-081-472; 032-081-481; 032-081-499; 032-081-502; 032-081-511; 032-081-529; 032-081-537; 032-081-545; 032-081-553; 032-081-561; 032-081-588; 032-081-600; and 032-081-618 (collectively, the "Property"), including all proceeds, appointed by Order of the Supreme Court of British Columbia (the "Court") dated the _____ day of _____, 2024 (the "Order") made in SCBC Action No. _____, Vancouver Registry has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the [] day of each month after the date hereof at a notional rate per annum equal to the rate of [] per cent above the prime commercial lending rate of [] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the legal office of the Lender at [].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the [] day of [], 2024.

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

Per:
Name:
Title:

SCHEDULE "C"

Demand for Notice

TO: KingSett Mortgage Corporation
c/o Osler, Hoskin & Harcourt LLP
Attention: Mary Buttery, K.C., Emma Newbery, Lucas Hodgson
Email: mbuttery@osler.com, enewbery@osler.com, lhodgson@osler.com

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

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

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

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

OR

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

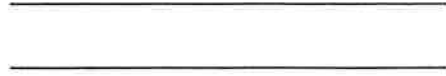
OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____



Appendix "A" – Description of the Lands

Lands owned by Minoru View Homes Ltd.

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

Lands owned by 6511 Sussex Development Ltd.

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9597 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-564
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9597 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-572
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9597 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-581
4. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-661
5. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-670
6. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-688
7. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-696
8. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-700

9. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-718
10. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-726
11. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-734
12. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-742
13. STRATA LOT 10 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-751
14. STRATA LOT 11 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-769
15. STRATA LOT 12 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-777
16. STRATA LOT 13 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-785
17. STRATA LOT 14 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-793

18. STRATA LOT 15 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-807
19. STRATA LOT 16 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-815
20. STRATA LOT 17 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-823
21. STRATA LOT 18 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-831
22. STRATA LOT 19 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-840
23. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-858
24. STRATA LOT 21 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-866
25. STRATA LOT 22 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-874
26. STRATA LOT 23 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-882

27. STRATA LOT 24 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-891
28. STRATA LOT 25 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-904
29. STRATA LOT 26 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-912
30. STRATA LOT 27 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-921
31. STRATA LOT 28 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-939
32. STRATA LOT 29 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-947
33. STRATA LOT 30 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-955
34. STRATA LOT 31 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-963
35. STRATA LOT 32 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-971

36. STRATA LOT 33 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-980
37. STRATA LOT 34 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-998
38. STRATA LOT 35 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-005
39. STRATA LOT 36 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-013
40. STRATA LOT 37 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-021
41. STRATA LOT 38 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-030
42. STRATA LOT 39 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-048
43. STRATA LOT 40 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-056
44. STRATA LOT 41 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON

PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-064

45. STRATA LOT 42 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-072
46. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
47. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
48. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
49. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
50. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
51. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
52. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
53. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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

54. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382
55. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498
56. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451
57. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630
58. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664
59. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753
60. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915
61. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931
62. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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

63. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-077
64. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-166
65. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-255
66. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-271
67. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-344
68. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-361
69. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-395
70. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-450
71. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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

72. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-476
73. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-484
74. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-514
75. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-522
76. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-531
77. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-549
78. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-573
79. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-603
80. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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

81. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-620
82. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-638
83. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-646
84. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-654
85. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-662
86. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-701
87. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-719
88. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-727
89. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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

90. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743
91. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751
92. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778
93. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786
94. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794
95. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808
96. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816
97. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824
98. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON

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

99. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-841
100. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-859
101. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-867
102. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-875
103. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-883
104. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-891
105. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-905
106. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-930
107. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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

108. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-964
109. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-999
110. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-006
111. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-014
112. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-022
113. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-031
114. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-049
115. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-057
116. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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

117. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-073
118. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-081
119. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-090
120. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-103
121. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-111
122. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-120
123. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-138
124. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-146
125. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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

126. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-162
127. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-171
128. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-201
129. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-235
130. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-251
131. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-260
132. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-278
133. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-286
134. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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

135. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-308
136. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-316
137. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-324
138. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-332
139. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-341
140. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-359
141. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-367
142. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-375
143. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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

144. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391
145. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
146. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
147. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
148. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
149. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
150. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
151. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464
152. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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

153. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481
154. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
155. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
156. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
157. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
158. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
159. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
160. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553
161. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE

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

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

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

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

APPENDIX B
[ATTACHED]

January 13, 2025

KSV Restructuring Inc.
Suite 1165, 324 – 8th Ave SW, Box 129
Calgary, Alberta
T2P 2Z2

Attn: Noah Goldstein

Dear Sirs:

Re: **Marketing for the sale of the strata lots in Strata Plan EPS9599 in the development known as “Highline” (the “Project”) located at 6511 Sussex Avenue, Burnaby BC**

This letter (this “**Agreement**”) confirms the agreement between Rennie Marketing Systems, by its partners Rennie Project Marketing Corporation and 541823 B.C. Ltd. (collectively, “**RMS**”), Rennie & Associates Realty Ltd. (“**R&A**” and together with RMS, “**Rennie**”) and KSV Restructuring Inc., in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of the property described in Schedule “A” hereto (collectively, the “**Property**”), and all right, title and interest of 6511 Sussex Heights Development Ltd. in all presently owned or held personal property of whatsoever nature and kind pertaining to the Property, relating to the marketing of the Project on the Property.

NOW THEREFORE, in consideration of the premises, covenants and agreements set forth herein, the sum of Ten Dollars (\$10.00) now paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties covenant and agree as follows:

1. **Definitions**

1.1 For the purpose of this Agreement, the following words and phrases not defined in the recitals hereto will have the following meanings:

- (a) “**Advertising and Promotional Expenses**” means all costs and expenses relating to the marketing, advertising and promoting of the Project, including, but not limited to, expenses incurred in connection with web design, preparation and publishing of advertisements, brochures and flyers, print media costs and bulk mailing costs;
- (b) “**affiliate**” of a person (such person referred to in this definition as the “**Principal**”) means:
 - (i) a person who directly or indirectly controls or is directly or indirectly controlled by the Principal or by the same person or persons who directly or indirectly control the Principal, and for the purposes of this definition an entity is “controlled” by a person or persons who have the authority to make decisions on behalf of the entity, or the right to exercise votes that are sufficient, if exercised, to elect or appoint the person or a majority of the persons who have the authority to make decisions on behalf of the entity and “controlling interest” is the interest held by such person or persons, or

- (ii) any person which is not acting at “arm’s-length” (as that term is defined in the *Income Tax Act* (Canada)) to the Principal, or
- (iii) any person which is an “affiliate” of the person as defined in the *Business Corporations Act* (British Columbia);
- (c) “**Ancillary Order**” means an order of the Court to be sought in the Receivership Proceedings, *inter alia*, authorizing the Receiver to pay to Rennie the Commission (plus all applicable GST) earned under and accordance with this Agreement in respect of any Inventory Unit, on the Completion Date out of the sales proceeds for such Unit;
- (d) “**A&R Receivership Order**” means an order of the Court to be sought in the Receivership Proceedings, *inter alia*, appointing KSV Restructuring Inc. as receiver, without security, of all right, title and interest of Thind Parking Corp. in all presently owned or held personal property of whatsoever nature and kind pertaining to the Property, as many be amended and restated from time to time;
- (e) “**BCFSA**” means the BC Financial Services Authority, as such authority may be renamed or replaced from time to time;
- (f) “**BIA**” means the *Bankruptcy and Insolvency Act* (Canada), as may be amended or replaced from time to time;
- (g) “**Commission**” means the amount payable by the Receiver to Rennie for the sale of each Inventory Unit calculated in accordance with section 4.1;
- (h) “**Completion Date**” means, in respect of a Unit, the date upon which the purchase and sale of a Unit completes as evidenced by the release of the purchase price proceeds to the Receiver or as directed by it and the issuance of a certificate of the Receiver, certifying, among other things, that the transaction has been completed to the satisfaction of the Receiver;
- (i) “**Confidential Information**” means information, whether written, oral, electronic or otherwise, and includes records, plans or designs, trade secrets, proprietary “know how” of either party which is supplied orally or in writing by or on behalf of the disclosing party, and which is identified orally or in writing at the time of its disclosure as Confidential Information, but does not include Inventory Unit pricing information save for each Minimum Square Foot Price;
- (j) “**Contract**” means a purchase and sale agreement pursuant to which a purchaser agrees to purchase an Inventory Unit from the Receiver;
- (k) “**Court**” means the Supreme Court of British Columbia;
- (l) “**Deeming Conditions**” has the meaning as set out in section 4.2;
- (m) “**Disclosure Statement**” means a disclosure statement in respect of the Inventory Units to be filed by the Receiver with the BCFSA pursuant to *REDMA*;

- (n) **“Filing Date”** means the date that the Disclosure Statement is filed with the BCFSFA pursuant to *REDMA*;
- (o) **“FINTRAC Records”** means all documents, information and records collected, produced or maintained by Rennie as required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* in connection with Rennie performing the Marketing Services;
- (p) **“FINTRAC Requirements”** means all of the following as required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* from time to time: (i) identifying purchasers of Units and third parties, (ii) collecting, producing and maintaining receipts of funds, large cash transactions, suspicious transactions and other FINTRAC Records, (iii) reporting to FINTRAC and (iv) keeping records of the foregoing;
- (q) **“Holdover Period”** has the meaning set out in section 8.9;
- (r) **“Inventory Unit”** means a residential strata lot marketed for sale within the Project and **“Inventory Units”** means some or all of the residential strata lots within the Project, as the context requires, but the definition shall exclude all non-residential strata lots and all rental residential units (whether created as strata lots or otherwise) within the Project.
- (s) **“KingSett Transaction”** has the meaning set out in section 4.1;
- (t) **“LEA”** means the *Law and Equity Act (British Columbia)*, as may be amended or replaced from time to time;
- (u) **“Listing Team”** has the meaning set out in section 6.1;
- (v) **“Marketing Services”** has the meaning set out in section 6.1;
- (w) **“Minimum Square Foot Price”** means the applicable minimum price per square foot that an Inventory Unit may be sold for in the Sale Process, as set out in the report prepared by Rennie delivered to the Receiver dated January 9, 2025;
- (x) **“Net Contract Sales Price”** means the actual agreed upon purchase price of an Inventory Unit set out in the applicable fully executed Contract, excluding or net of applicable taxes, but inclusive of amounts paid for parking stalls and storage lockers, less any amounts for decorating allowances and other discounts or cash incentives (being any cash credit given to a purchaser by the Receiver that explicitly reduces the purchase price of a Inventory Unit or is to be shown as a cash credit in the purchaser’s favour on the statement of adjustments in respect of the purchase and sale of the Inventory Unit);
- (y) **“New Agent”** has the meaning set out in section 8.9;
- (z) **“New Party”** has the meaning set out in section 8.5;
- (aa) **“Outside Agent”** means any real estate agent or broker that represents a client/buyer in respect of the purchase by that client/buyer of an Inventory Unit including any Rennie

licensees except for those who are assigned by Rennie as designated agents to the Listing Team;

- (bb) “**person**” means an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative;
- (cc) “**Presentation Centre**” means the presentation centre for the Project which is to consist of a general presentation area, an administrative office and a display suite within an Inventory Unit;
- (dd) “**Prohibition Act**” has the meaning set out in 5.4(d);
- (ee) “**Prohibition Legislation**” has the meaning set out in 5.4(d)
- (ff) “**Project**” means only the residential strata lots in Strata Plan EPS9599 in the development known as “Highline”;
- (gg) “**Property**” means the property set out in Schedule “A”
- (hh) “**Receiver**” has the meaning set out on page 1;
- (ii) “**Receiver Indemnified Party**” has the meaning set out in section 10.1;
- (jj) “**Receivership Order**” means the order of the Court granted in the Receivership Proceedings on December 13, 2024, *inter alia*, appointing KSV Restructuring Inc. as the Receiver;
- (kk) “**Receivership Proceedings**” means the proceedings bearing File No. S-247764 commenced by KingSett Mortgage Corporation pursuant to subsection 243(1) of the *BIA* and section 39 of the *LEA*;
- (ll) “**REDMA**” means the *Real Estate Development Marketing Act* (British Columbia), as it may be amended or replaced from time to time;
- (mm) “**Reimbursable Costs**” has the meaning set out in section 5.4;
- (nn) “**Rennie**” has the meaning set out on page 1;
- (oo) “**Rennie Indemnified Party**” has the meaning set out in section 7.1(j);
- (pp) “**RMS**” has the meaning set out on page 1;
- (qq) “**R&A**” has the meaning set out on page 1;
- (rr) “**Sale Conditions**” has the meaning set out in section 6.1;
- (ss) “**Sale Process**” means the sale process in respect of the Inventory Units to be proposed by the Receiver in the Receivership Proceedings;

- (tt) **“Sale Process Order”** means an order of the Court to be sought in the Receivership Proceedings, *inter alia*, approving this Agreement and the Sale Process;
- (uu) **“Supporting Documents”** has the meaning as set out in the Contract;
- (vv) **“Term”** has the meaning set out in section 8.1;
- (ww) **“Termination Date”** means the earlier of the last day of the Term or, in the event of earlier termination of the appointment of Rennie, the date of termination specified in accordance with sections 8.2, 8.3, 8.4, or 8.6, as applicable; and
- (xx) **“Transfer”** has the meaning set out in section 8.5

2. **Appointment of Rennie**

2.1 Subject to approval of this Agreement pursuant the Sale Process Order, the Receiver hereby appoints Rennie to provide and perform the Marketing Services, and Rennie accepts such appointment, on the terms and subject to the conditions set out in this Agreement.

3. **Authority of the Receiver**

3.1 Subject to the remainder of this section 3.1, the Receiver represents and warrants that it has been duly appointed as receiver, without security, of, among other things, the Project and all right, title and interest of 6511 Sussex Heights Development Ltd. in all presently owned or held personal property of whatsoever nature and kind pertaining to the Property pursuant to the Receivership Order, and has the authority and power to enter into this Agreement and to authorize Rennie to undertake marketing activities as outlined herein; provided, however, that this Agreement, the engagement of Rennie hereunder and the sale of any Inventory Unit is subject to approval of the Court. Notwithstanding the foregoing, Rennie acknowledges and agrees that the Receiver has only limited knowledge about the Inventory Units, requires the A&R Receivership Order to assign any parking stalls or storage lockers, and cannot confirm (i) any third party interests or claims with respect to the Inventory Units such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Inventory Units, which may affect the sale of the Inventory Units, and/or (ii) if there are any defects that are hidden, not visible, or discoverable through a reasonable inspection of the Inventory Units that may render the Inventory Units dangerous or potentially dangerous or may affect.

4. **Commission**

4.1 In consideration of the performance of the Marketing Services by Rennie, the Receiver shall pay to Rennie, subject to sections 4.2 and 4.3, a Commission of 3.8% of the Net Contract Sales Price, inclusive of the applicable Outside Agent’s commission, plus all applicable taxes payable on the Commission, for each and every Inventory Unit sold in the Project during the Term, provided that, notwithstanding any provision of this Agreement, no Commission shall be payable on any Inventory Units sold: (i) as part of one or more bulk sale transactions identified, solicited or negotiated by KingSett Mortgage Corporation and/or any of its affiliates (each, a **“KingSett Transaction”**); or (ii) below the applicable Minimum Square Foot Price, except as such Minimum Square Foot Price is reduced in the Receiver’s discretion during and in accordance with the Sale Process. Any Commission shall be split 1.9% in favour of Rennie and 1.9% in favour of the Outside Agent, and Rennie hereby agrees to forthwith pay 1.9% of the Commission to the Outside Agent upon receipt of such Commission. An Outside Agent may

be employed by Rennie so long as they are not a member of the Listing Team. A member of the Listing Team may not represent a purchaser of an Inventory Unit. Other than the Listing Team, all other Rennie agents shall be treated as Outside Agents and shall not be provided with any Confidential Information in respect of the Inventory Units and shall be compensated pursuant to this Agreement as an Outside Agent.

4.2 For the purposes of this Agreement, a Contract will be deemed to be a “firm” Contract when:

- (a) the purchaser and the Receiver have signed such Contract for the Inventory Unit;
- (b) the purchaser’s rescission period pursuant to Section 21 of *REDMA* (as may be amended from time to time) has expired and the purchaser has not exercised its right to rescind the Contract during such rescission period pursuant to *REDMA*;
- (c) the Receiver is in receipt of the deposit or deposits in an aggregate amount of not less than 10% of the purchase price payable by the purchaser in accordance with the terms of the Contract, unless the receipt of a deposit has been waived by the Receiver; and
- (d) any conditions precedent in favour of the purchaser, the Receiver, or the purchaser and the Receiver jointly, to the completion of the purchase and sale of the Inventory Unit have been satisfied, removed or waived by all parties in whose favour any such conditions precedent have been written,

(collectively, the “**Deeming Conditions**”).

4.3 Subject to sections 4.1 and 4.2, including, without limitation, the satisfaction of all of the Deeming Conditions therein, Rennie will be deemed to have earned a Commission and, subject to the Ancillary Order, the Receiver will pay Commission to Rennie in respect of any Inventory Unit as follows: 100% of the Commission (plus all applicable GST), on the Completion Date payable out of the sales proceeds for such Inventory Unit, provided that Rennie has submitted an invoice satisfactory to the Receiver in advance thereof, and the Receiver shall include such balance on the statement of adjustments prepared for the completion of such Inventory Unit.

4.4 Rennie will remit all invoices to the Receiver by the 25th day of each calendar month. Such invoices, with the exception of those relating to Commission, will be due and payable by the Receiver by the last day of the following calendar month. The Receiver will pay Rennie a finance charge of 2% per month (24% per year), accruing on a straight-line basis, of the amount outstanding under any invoice that is not paid in full within 30 days of becoming due.

5. Fees and Expenses

5.1 Upon receipt of an invoice, either from a third-party vendor retained with the prior written consent of the Receiver or from Rennie, for Advertising and Promotional Expenses, the Receiver shall be responsible for and shall promptly pay all such Advertising and Promotional Expenses directly to such third-party vendor within five (5) business days of receipt or Rennie in accordance with section 4.4, as applicable, provided, in each case, that such Advertising and Promotional Expenses have previously been approved by the Receiver as part of the marketing budget pursuant to section 6.1. For greater certainty, Rennie shall have no obligation to pay to third-party vendors retained with the prior written consent of the Receiver, any Advertising and Promotional Expenses on the Receiver’s behalf regardless

of whether any third-party invoices are addressed or delivered to Rennie. To the extent possible, Rennie will request that third-party vendors retained with the prior written consent of the Receiver issue invoices in the name of the Receiver and directly provide such invoices to the Receiver. If Rennie receives any invoices for Advertising and Promotional Expenses, Rennie will promptly deliver to the Receiver all such invoices for payment.

5.2 Notwithstanding section 5.1, Rennie may (but is not obligated to) pay invoiced Advertising and Promotional Expenses up to a limit of \$500 to third-party vendors retained with the prior written consent of the Receiver. If Rennie pays any such invoiced Advertising and Promotional Expenses on behalf of the Receiver, the Receiver will reimburse Rennie for such invoiced and paid Advertising and Promotional Expenses promptly in accordance with section 4.4, provided that such expenses have been approved by the Receiver as part of the marketing budget pursuant to section 6.1. Without limiting the generality of the foregoing, the Receiver shall reimburse Rennie for any Advertising and Promotional Expenses directly incurred by Rennie in accordance with this Agreement.

5.3 The Receiver will, if applicable, pay all MLS fees in relation to the Project, provided that such MLS fees have been previously approved by the Receiver.

5.4 The Receiver shall reimburse Rennie for the following costs and expenses, provided, in each case, that such costs and/or expenses have been approved by the Receiver as part of the marketing budget pursuant to section 6.1:

- (a) all approved Advertising and Promotional Expenses incurred by Rennie or paid, with the prior written consent of the Receiver, by Rennie on behalf of the Receiver;
- (b) the documented and out-of-pocket cost of staffing sales coordinators at the Presentation Centre;
- (c) the documented and out-of-pocket cost of all office supplies used in connection with the provision of the Marketing Services including, without limitation, paper, pens, stationary, postage and printer toner;
- (d) any documented and out-of-pocket costs and expenses incurred by Rennie in connection with any contracts entered into with any third parties for, on behalf and with the prior written consent of, the Receiver, including without limitation any contracts relating to the marketing and sales of Inventory Units overseas which will be compliant with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada), as may be amended from time to time (the “**Prohibition Act**”) and the *Prohibition on the Purchase of Residential Property by Non-Canadians Regulations*, SOR 2022-250, as may be amended from time to time (collectively, with the Prohibition Act, the “**Prohibition Legislation**”) ; and
- (e) such other reasonable documented and out-of-pocket costs and expenses incurred by Rennie in connection with the provision of the Marketing Services,

(collectively, the “**Reimbursable Costs**”).

Subject to section 5.5, all Reimbursable Costs shall be due and payable promptly upon the Receiver’s receipt of the invoice for such Reimbursable Costs in accordance with section 4.4.

5.5 For greater certainty, nothing in this Agreement shall (i) obligate the Receiver to pay any Reimbursable Costs, including any Advertising and Promotional Expenses and any Advertising and Promotional Expenses resulting from a third-party vendor that was not retained with the prior written consent of the Receiver, that, in each case, have not been previously approved by the Receiver, including, without limitation, or (ii) authorize Rennie or any of its affiliates or their respective employees, agents or representatives to bind the Receiver or execute any documentation on behalf of the Receiver.

6. Sales of Inventory Units and Marketing Services

6.1 Subject to the terms of this Agreement, Rennie shall manage and carry out, and shall be authorized to manage and carry out, the marketing and the sales of the Inventory Units (the “**Marketing Services**”), including, subject to the approval of the Receiver from time to time, the following:

- (a) collaborate and prepare reports for the Receiver on Project positioning;
- (b) develop and prepare a strategy for the sale of the Inventory Units;
- (c) prepare promotional details and materials, provided that all such promotional details and materials shall be subject to the prior approval of the Receiver and shall be published and distributed by Rennie;
- (d) only list Inventory Units for sale when requested in writing by the Receiver to do so. The Receiver will advise Rennie in writing when and which Inventory Units to list for sale and such determination shall be in the sole, absolute and unfettered discretion of the Receiver;
- (e) diligently market the Inventory Units listed for sale and use commercially reasonable efforts to sell such Inventory Units, subject to and in accordance with the Sale Conditions;
- (f) pursuant to the Receiver’s written instructions, list one or more of the Inventory Units for sale, in a manner agreed to with the Receiver, on MLS for a price to be stipulated by the Receiver, in consultation with Rennie;
- (g) if required in the Receiver’s sole discretion, stage and clean the Inventory Units to be listed for sale;
- (h) conduct open houses for the Inventory Units;
- (i) cooperate with all Outside Agents;
- (j) ensure that there is continuity in the assignment of individual staff members and agents to the work performed by Rennie under the terms of this Agreement. In particular, Rennie agrees to ensure that individual staff members assigned to the Inventory Units (collectively the “**Listing Team**”), perform work in connection with Rennie’s engagement, and will each be available and will devote the time required to undertake the engagement contemplated herein;

- (k) if required in the Receiver's sole discretion, assist in the selection and coordination of key consultants;
- (l) send an email and newsletter in form and substance satisfactory to the Receiver regarding the Sale Process, the Project the opportunity to purchase the Inventory Units to Rennie's proprietary database, including industry contracts, potential purchasers, and the brokerage community;
- (m) use the proprietary customer databases of Rennie's agents to introduce their prospective clients to the Project;
- (n) facilitate contracts between the Receiver and purchasers of the Inventory Units;
- (o) subject to the instructions of the Receiver, to assist the Receiver in negotiating binding agreements subject to Court approval with those parties identified by the Receiver. For greater certainty, only the Receiver shall have authority to accept offers and Rennie shall not have any authority whatsoever to enter into any agreement of purchase and sale or other contract on behalf of the Receiver or to otherwise bind the Receiver in any manner whatsoever;
- (p) continue to assist the Receiver in connection with the sale of the Inventory Units and, to the extent required by the Receiver, seeking Court approval, after the execution of a binding agreement of purchase and sale with respect to an Inventory Unit until such sale has been successfully concluded;
- (q) unless the Receiver's written consent is provided in advance, to act solely for the benefit of the Receiver in connection with the marketing and sale of the Inventory Units and not to have any direct or indirect interest in any purchaser or potential purchaser of an Inventory Unit, and not to receive any payment or other benefit from a purchaser or potential purchaser of an Inventory Unit except as expressly contemplated by this Agreement;
- (r) assist with contractual conveyance of Inventory Units, which assistance may include, without limitation, collection of lawyer selections, extension requests and agreements, assignment of parking stalls and storage lockers and distribution of completion notices;
- (s) assist the Receiver in preparing, and cause to be printed, all disclosure statements, disclosure statement receipts, forms of purchase and sale agreements and other addenda to be used in connection with the sales of Inventory Units, subject to review and approval, on a timely basis, by the Receiver's solicitors;
- (t) provide reports to the Receiver as reasonably required by the Receiver from time to time or at a frequency that is mutually agreed upon;
- (u) provide data and reporting on the Project through Rennie's dashboard;
- (v) assist in the process of administering the distribution of:

- (i) disclosure statements and disclosure statement amendments (and receipting thereof);
- (ii) addendums to Contracts;
- (iii) deposit collection;
- (iv) purchaser update communications; and
- (v) extension requests from purchasers and extension agreements in accordance with the terms provided by the Receiver;

- (w) prepare a marketing budget and marketing timeline outlining the detailed costs, expenses and disbursements in connection with the marketing and sale of the Inventory Units, which marketing budget shall be submitted to the Receiver for its prior approval promptly following the granting of the Sale Process Order;
- (x) promptly respond to all notices and other written communications from the Receiver, purchasers, realtors and lawyers;
- (y) prepare and deliver a monthly competition report to the Receiver;
- (z) assist the Receiver in determining the conditions precedent to the Receiver's acceptance of any offer to purchase an Inventory Unit, including, without limitation, the Minimum Square Foot Price for each Inventory Unit (collectively, the "**Sale Conditions**");
- (aa) carry out, in consultation with the Receiver, the Receiver's FINTRAC Requirements and provide the Receiver with the FINTRAC Records upon request, provided that none of Rennie, its partners or affiliates or their respective employees, agents or representatives may bind the Receiver or execute any documentation on behalf of the Receiver;
- (bb) ensure compliance with *REDMA*, the regulations under *REDMA*, the BCFSA's requirements and policy statements of the Superintendent of Real Estate, and FINTRAC regulations; and
- (cc) attend to the distribution, execution and collection of all documentations, records and information (referred to as the "**Supporting Documents**" within the Contract) and the Certificate from the Purchaser, in the form required by the Receiver, as may be necessary or required by the Receiver to confirm compliance with the Prohibition Legislation.

6.2 Rennie shall provide the Marketing Services in compliance with *REDMA* and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*.

7. **Obligations of the Receiver**

7.1 The Receiver shall:

- (a) file one or more applications seeking the granting of the Sale Process Order and the Ancillary Order;
- (b) promptly make all payments when due to Rennie under this Agreement;
- (c) promptly respond to all notices, requests for approval (including, without limitation, approval of the marketing budget prepared by Rennie pursuant to 6.1(v) and the Advertising and Promotional Expenses contained therein) and other communications from Rennie;
- (d) review all promotional details and materials and approve same or recommend changes on a timely basis prior to Rennie's use of such promotional details and materials;
- (e) attend to the execution of Contracts, related addenda, notices to purchasers in respect of the satisfaction, removal or waiver of Receiver's conditions precedent in such purchase agreements, and other such matters as appropriate in the circumstances, all on a timely basis;
- (f) provide to Rennie all documentation on all transactions relating to the sale of the Inventory Units in a timely manner;
- (g) comply with the obligations of a Receiver under the *REDMA*;
- (h) instruct the Receiver's solicitors to hold all deposits in trust in accordance with the *REDMA* and the *Real Estate Services Act* (British Columbia), until the Completion Date;
- (i) if the Receiver intends to Transfer the Project to a New Party, use commercially reasonable efforts to enter into an assumption agreement with Rennie and such New Party, whereby the New Party agrees to assume the obligations of the Receiver hereunder and retain Rennie as the marketing manager for the Project effective as of the completion of the Transfer; and
- (j) indemnify, defend and hold Rennie and its partners and their respective officers, directors, members, managers, employees, and representatives (each a "**Rennie Indemnified Party**") harmless from and against any and all causes of action, claims, costs, damages, demands, expenses, liabilities, losses, and obligations incurred by a Rennie Indemnified Party arising out of or resulting from the failure by the Receiver or its employees, solicitors or representatives to comply with the obligations of a Receiver or developer under the *REDMA*.

8. Term, Termination and Periods of Inactivity

8.1 Subject to earlier termination in accordance with section 8.2, 8.3, 8.4 8.4 or 8.6, Rennie's appointment hereunder shall be for a term (the "**Term**") commencing on the date of this Agreement as first set out above and ending on the earlier of: (a) the Completion Date of the last Inventory Unit to be sold in the Project and (b) eight (8) months from the Filing Date.

8.2 Either the Receiver or Rennie may terminate Rennie's appointment hereunder, without penalty or cost and without cause, by delivery of a written notice of termination to all other parties. The

Termination Date shall be the day that is thirty (30) calendar days from the date on which the written notice is delivered in accordance with section 16, provided that, if such date is not a business day in the Province of British Columbia, the Termination Date shall be on the first business day thereafter. For greater certainty, the Receiver may terminate either RMS or R&A's appointment hereunder without terminating both RMS and R&A's appointment and either RMS or R&A may terminate its appointment hereunder unilaterally without requirement that both RMS and R&A terminate their appointments hereunder.

8.3 Either RMS or R&A, or both, may, in its sole discretion and without prejudice to any other right or remedy that RMS or R&A may have, terminate this Agreement on 48 hours' written notice to the Receiver if:

- (a) the Receiver fails to make any payment when due, and does not remedy the default within two week after the delivery of a written notice of default by RMS or R&A, or both; or
- (b) the Receiver is in default of any of its other obligations under this Agreement, and does not remedy the default within three weeks after the delivery of a written notice of default by RMS or R&A, or both.

8.4 The Receiver may, in its sole discretion and without prejudice to any other right or remedy that the Receiver may have, terminate this Agreement on 48 hours' written notice to Rennie if either RMS or R&A is in default of any of its obligations under this Agreement, and neither RMS nor R&A remedies such default within one week after the delivery of a written notice of default by the Receiver.

8.5 Either RMS or R&A, or both, may, in its sole discretion and without prejudice to any other right or remedy that RMS or R&A may have, terminate this Agreement effective immediately on written notice to the Receiver if the Receiver sells, transfers, assigns or otherwise disposes of its entire interest in the Project or any portion thereof (each, a "**Transfer**") to a third party (the "**New Party**") other than single Inventory Unit sales, any KingSett Transaction, and Transfers that are made to an affiliate of the Receiver in accordance with section 15.2, and the New Party has not, prior to the effective date of such Transfer, entered into an agreement with RMS or R&A assuming the obligations of the Receiver hereunder and retaining RMS or R&A, or both, as the marketing manager for the Project on the terms and conditions hereof and otherwise on terms satisfactory to RMS or R&A, or both, acting reasonably.

8.6 This Agreement shall automatically terminate without penalty or cost to either party if:

- (a) the Receivership Order or the Receiver's appointed as receiver of the Property is revoked, suspended or terminated or the Receiver otherwise ceases to be the Receiver;
- (b) the Receiver is restricted in or enjoined from dealing with the Inventory Units by a court of competent jurisdiction;
- (c) any creditor of 6511 Sussex Heights Development Ltd. other than KingSett Mortgage Corporation is permitted by Court order to enforce its rights and/or remedies against the Inventory Units;
- (d) the Court does not approve this Agreement, grant the Sale Process Order or approve the Sale Process; or

- (e) 6511 Sussex Heights Development Ltd. is permitted to exercise the equity of redemption in respect of any of the Inventory Units.

8.7 Upon the Termination Date, except as a result of section 8.6, the Receiver shall pay Rennie:

- (a) all earned but unpaid Commissions, provided that nothing in this section 8.7 shall accelerate the Receiver's obligation to pay any unpaid Commissions in advance of the time they would be payable pursuant to section 4.3; and
- (b) subject to section 5.5, all Reimbursable Costs incurred by Rennie.

8.8 All payments to be made to Rennie under section 8.7(b) shall be made by the Receiver to Rennie on or prior to the Termination Date, except that:

- (a) if this Agreement is terminated pursuant to section 8.4, such payments shall be due and payable within one week after the Termination Date; and
- (b) subject to section 5.5, any Reimbursable Costs incurred prior to the Termination Date but not invoiced as at the Termination Date shall be paid within fourteen (14) days of invoice to the Receiver.

8.9 In addition to any amounts owing pursuant to section 8.7, the Receiver shall pay Commissions to Rennie in respect of any Contract entered into after the Termination Date, where the purchaser under such Contract was (i) introduced to the Project by either RMS or R&A within the 6 month period prior to the Termination Date (the "**Holdover Period**"), (ii) the Completion Date is on or before December 31 2026 and (iii) disclosed by Rennie in writing to the Receiver no later than three (3) days following the Termination Date; provided that such Commissions shall be reduced by any fee, commission and/or other compensation paid or payable to another broker or agent by the Receiver for the sale of such Inventory Unit as the new listing brokerage (the "**New Agent**") on the basis of an agreement with the New Agent entered into with respect to the Holdover Period or any portion thereof. Notwithstanding any other provision hereof, Rennie shall not be entitled to any Commission or other compensation as the Receiver's agent in respect of a sale of an Inventory Unit entered into during the Holdover Period if any member of the Listing Team represents the purchaser of such Inventory Unit.

8.10 All Commissions pursuant to section 8.9 shall be earned and paid in accordance with the provisions of section 4.3. RMS or R&A shall be deemed to have introduced a purchaser for the purpose of section 8.9(i) if such purchaser is on RMS's or R&A's proprietary customer database, is physically brought to the Presentation Centre by RMS or R&A or is introduced to the Project through any marketing material (including digital marketing) prepared and distributed by RMS or R&A pursuant to the terms of this Agreement, or any combination of the foregoing, provided, in each case, that RMS or R&A, as applicable, shall have provided evidence to the Receiver's satisfaction thereof.

8.11 Upon the Termination Date:

- (a) all licenses that either party may have to use proprietary information or other property of the other party shall terminate on the Termination Date, without any other act of any person;

- (b) each party shall promptly return to the other party all property of that other party then held by the first party;
- (c) if this Agreement is terminated by a party because of a breach of this Agreement by the other party, the terminating party's right to pursue all legal remedies will survive such termination unimpaired;
- (d) Rennie shall provide the FINTRAC Records to the Receiver; and
- (e) all Marketing Services will cease unless otherwise agreed upon by all Parties in writing.

8.12 The provisions of this section 8 shall survive the termination or expiration of this Agreement.

9. **Acknowledgements**

9.1 Rennie acknowledges and agrees in favour of the Receiver that:

- (a) the Inventory Units are to be marketed and sold on an "as is, where is" basis and, accordingly, any agreement of purchase and sale shall provide for an acknowledgment by the purchaser that such Inventory Unit is being sold by the Receiver on an "as is, where is" basis, and that, except as may be required by law, no representations or warranties have been or will be made by the Receiver in respect of a Inventory Unit, including with respect to the condition thereof;
- (b) in lieu of a transfer of land, the Receiver will seek to vest title to any Inventory Unit in a purchaser by way of a vesting order of the Court; and
- (c) the sale of any Inventory Unit requires the prior approval of the Court in the Court's sole and absolute discretion.

10. **Indemnity**

10.1 Rennie confirms that it owes an obligation to the Receiver to carry out its activities in respect of this engagement in a competent and professional manner acting reasonably and in good faith and in accordance with the terms of this Agreement. Rennie agrees to indemnify, defend and hold the Receiver and its affiliates and their respective officers, directors, partners, members, managers, employees, agents, and representatives (each, a "**Receiver Indemnified Party**") harmless from and against any and all causes of action, claims, costs, damages, demands, expenses (including lawyers fees and expenses on a full indemnity basis), liabilities, losses, and obligations incurred by a Receiver Indemnified Party arising out of, resulting from or in connection with the failure by Rennie or its employees (including any member of the Project's Listing Team), solicitors, agents or representatives to carry out its activities in good faith or Rennie's failure to comply with its obligations hereunder, including, without limitation, and any all causes of action, claims, costs, damages, demands, expenses (including lawyers fees and expenses on a full indemnity basis), liabilities, losses, and obligations incurred by a Receiver Indemnified Party arising out of, resulting from or in connection with any claim made by a third party. The provisions of this section 10 shall survive the termination or expiration of this Agreement.

11. Non-Solicitation of Employees

11.1 During the Term and for a period of one year following the Termination Date, the Receiver agrees that neither it nor any of its affiliates nor their respective directors, officers or employees or agents shall directly or indirectly solicit for hire any sales persons or marketing team members (e.g. project coordinator or project managers) of Rennie or its related or affiliated entities; provided that the foregoing shall not apply to general employment advertisements or job postings not directed at sales persons or marketing team members of Rennie or its affiliates.

12. Work Product

12.1 The Receiver shall not, without providing prior written notice to Rennie, use any designs, brochures, web design or any other marketing materials prepared by Rennie pursuant to this Agreement for any purpose other than the marketing of the Project.

12.2 All information collected by Rennie (but excluding information provided by the Receiver or its affiliates to Rennie) for the purpose of the Project's database of potential Inventory Unit purchasers (including registration cards, web registration and other purchaser data collected) during the Term will become the property of both Rennie and the Receiver. Notwithstanding the foregoing:

- (a) information collected by Rennie prior to the start of the Term or for projects on which Rennie has been engaged other than the Project shall be the exclusive property of Rennie; and
- (b) information collected by the Receiver (or its affiliates) prior to the start of the Term or for projects other than the Project in which the Receiver's affiliates have been involved shall be the exclusive property of the Receiver and its affiliates.

12.3 Each of the Receiver and Rennie covenants and agrees that it will collect, use and retain any personal information obtained for the purposes of the Project database in accordance with all applicable provincial and federal privacy legislation.

12.4 The marketing database system and software used by Rennie is and shall remain the exclusive property of Rennie.

12.5 Each party acknowledges and agrees that neither party has any right, title or interest in the other party's trademarks, trade names, Project name(s), logos, or any part thereof. To the extent that it is within Rennie's control to do so, Rennie shall at all times protect the Receiver's intellectual property and trademark rights with respect to the Project.

13. No Assignment of Purchase Contracts

13.1 Rennie acknowledges that the Receiver does not intend to permit assignments of Contracts.

14. Confidentiality

14.1 Subject to section 14.2, each party will hold in confidence any and all Confidential Information during the Term of this Agreement and at all times following the Termination Date, provided that the provisions of this section 14 will not restrict either party from disclosing Confidential Information to its

professional advisors (including its consultants, advisors and solicitors), who, in each case, need to know such Confidential Information and agree to be bound by the obligations of confidentiality hereunder.

14.2 The obligation to maintain the confidentiality of Confidential Information does not apply to information, documentation, records, plans or designs:

- (a) which the other party confirms in writing is not required to be treated as Confidential Information;
- (b) which is or comes into the public domain otherwise than through any disclosure prohibited by this Agreement;
- (c) to the extent any person is required to disclose such Confidential Information by law or by any governmental authority or to the extent Rennie is required to disclose such Confidential Information to comply with its obligations under *REDMA* or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*; or
- (d) that is received by the party on a non-confidential basis from a source other than the other party to this Agreement, provided that to the best knowledge of the recipient party after due inquiry, the source of the information was not bound by a confidentiality agreement or other obligation of secrecy with respect to the information.

14.3 Each party specifically acknowledges and agrees that a breach of the terms of this section 14 by it may cause irreparable harm to the disclosing party not compensable in damages. Each party further acknowledges and agrees that, as monetary damages may not be a sufficient remedy for any breach of this section 14, it is essential to the effective enforcement of this section 14 that the disclosing party be entitled to seek the remedy of injunctive relief and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this section 14 by any party but shall be in addition to all other remedies available to disclosing party at law or in equity.

14.4 The provisions of this section 14 shall survive the termination or expiration of this Agreement.

15. **Assignment**

15.1 Neither RMS nor R&A shall assign this Agreement, in whole or in part, without the prior written consent of the Receiver, which consent may be arbitrarily withheld and any assignment made without such consent is void and of no effect.

15.2 The Receiver shall not assign this Agreement, in whole or in part, without the prior written consent of both RMS and R&A, which consent may be arbitrarily withheld and any assignment made without such consent is void and of no effect.

16. **Acceptance of Offers**

16.1 While it is the Receiver's intention to obtain the highest and best offers for the Inventory Units, Rennie acknowledges and agrees that the Receiver need not accept the highest offer and/or the best offer or any offer for any Inventory Unit, and that acceptance by the Receiver of any offer for an Inventory Unit is subject at all times to the Receiver's approval in its sole and absolute discretion, as well as approval by the Court.

17. Notices

17.1 Any notice, payment or other communication required or permitted to be given or served pursuant to this Agreement will be deemed to be well and sufficiently given if in writing and delivered to the address as follows:

(a) **If to the Receiver:**

KSV Restructuring Inc.

Attn: Noah Goldstein and Jason Knight
Suite 1165 – 324 – 8th Avenue SW, Box 129
Calgary, Alberta T2P 2Z2

Email: ngoldstein@ksvadvisory.com and jknight@ksvadvisory.com

with a copy to:

Bennett Jones LLP

Attn: Sean Zweig and Josh Foster
3400-100 King Street West
Toronto, Ontario M5X 1A4

Email: zweigs@bennettjones.com and fosterj@bennettjones.com

If to Rennie:

Rennie Marketing Systems and
Rennie & Associates Realty Ltd.
Attention: Greg Zayadi
110-1650 West 1st Avenue
Vancouver, BC V6J 1G1

Email: gzayadi@rennie.com

and shall be deemed to have been received on the date in which it was delivered if in person or if transmitted by email during the regular business hours of the party receiving such notice, on the date it was transmitted.

18. Accounts and Records

18.1 Rennie shall keep proper accounts and records of all expenditures made in connection with the Reimbursable Costs and all invoices, receipts and vouchers relating thereto. Such accounts, records, invoices, receipts and vouchers shall at all times during this Agreement and for two years following the Termination Date be open to audit and inspection by the Receiver on reasonable notice during Rennie's regular business hours.

19. Relationship Between Parties

19.1 Each of Rennie and the Receiver expressly disclaims any intention to create a partnership, and Rennie shall not be the agent of the Receiver and shall not enter or purport to enter into any contract on behalf of the Receiver or act on its behalf. This Agreement shall not be construed as appointing either party a fiduciary, associate or representative of the other party, or giving a party an interest in the business or property of the other party hereunder.

19.2 RMS and R&A shall be jointly and severally liable for the performance of all obligations, duties, and liabilities arising under or in connection with this Agreement. Each of RMS and R&A shall be individually responsible for the full and complete performance of the obligations, and either RMS or R&A may be held liable for the entire amount of any claim or liability arising under this Agreement, without the need for the other party to be held liable. This joint and several liability shall apply to all claims, damages, losses, costs, and expenses arising from any breach of this Agreement or other failure to perform.

20. Finder's Fees

20.1 The Receiver does not consent to Rennie or any Outside Agent (or their respective affiliates) receiving and retaining, in addition to the Commission provided for or otherwise contemplated in this Agreement, a finder's fee for any financing in respect of any of the Inventory Units.

21. Verification of Information

21.1 The Receiver authorizes Rennie to obtain any information from any regulatory authorities, governments or others affecting the Inventory Units and the Receiver agrees to execute and deliver such further authorizations in this regard as may be reasonably required. For greater certainty, none of Rennie or its affiliates or their respective employees, agents or representatives may bind the Receiver or execute any documentation on behalf of the Receiver. The Receiver hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to Rennie.

22. Receiver's Liability

22.1 In addition to all of the protections granted to the Receiver under the BIA, the Receivership Order, the A&R Receivership Order, the Sale Process Order, the Ancillary Order, any other order of the Court in the Receivership Proceedings, Rennie acknowledges and agrees that the Receiver, acting in its capacity as Receiver of the Property and not in its personal capacity, will have no liability, in its personal capacity or otherwise, in connection with this Agreement whatsoever.

23. General

23.1 Concurrently with its execution of this Agreement, the Receiver will provide to Rennie corporate documents required for the purposes of completing the "Corporation/Entity Identification Information Record" and "Beneficial Receivership Record", attached hereto as Schedule "B" providing the information about the Receiver required by FINTRAC.

23.2 All the terms and provisions of this Agreement shall be binding upon and ensure to the benefit of and be enforceable by the parties hereto, their respective successors and permitted assigns.

23.3 If any provision hereof is determined to be void or unenforceable in whole or in part by a court or forum of competent jurisdiction, the remaining provisions shall remain in full force and effect.

23.4 No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights, nor will a failure by either party to enforce any provision of this Agreement be deemed a waiver of future enforcement of that or any other provision.

23.5 Time shall be of the essence of this Agreement.

23.6 This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereto and shall supersede all prior written or oral agreement between the parties or any prior written or oral agreement between Rennie (or any partner or affiliate thereof) and 6511 Sussex Heights Development Ltd., and shall not be amended, modified, waived or altered without the prior written agreement executed by duly authorized officers of each party hereto.

23.7 Neither party shall be liable to the other for special, indirect or consequential damages suffered or incurred by the other party arising as a result of this Agreement.

23.8 This Agreement may be executed in several counterparts, and each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. Either party (or all of the parties) hereto may execute and deliver an executed copy of this Agreement by facsimile or by electronic signature or transmissions, and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

23.9 This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the exclusive jurisdiction of the Court with respect to any claim, dispute or other controversy arising under or in connection with this Agreement.

23.10 In the event of any conflict or inconsistency between the provisions of this Agreement and the rights, duties, powers and/or obligations of the Receiver under the Receivership Order, the A&R Receivership Order, the Sale Process Order, the Ancillary Order, any other order of the Court in the Receivership Proceedings, the BIA and/or the LEA, the rights, duties, powers and/or obligations of the Receiver under the Receivership Order, the A&R Receivership Order, the Sale Process Order, the Ancillary Order, any other order of the Court in the Receivership Proceedings, the BIA and/or the LEA, as applicable, shall control.

[Signatures on following page]

IN WITNESS WHEREOF each party shall signify their acceptance and agreement with the foregoing, by signing where indicated below, whereupon this letter will constitute the Receiver's and Rennie's agreement with respect to the subject matter hereof.

Agreed to this ____ day of _____, 2025

RENNIE MARKETING SYSTEMS, by its partners:

RENNIE PROJECT MARKETING CORPORATION

541823 B.C. LTD.

Per: _____
Name: Greg Zayadi
Title: President

Per: _____
Name: Greg Zayadi
Title: President

RENNIE & ASSOCIATES REALTY LTD.

Per: _____
Name: Vincent Tang
Title: Managing Broker

Agreed to this ____ day of _____, 2025

KSV RESTRUCTURING INC., solely in its capacity as Receiver, and not in any other capacity

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE "A"

THE PROPERTY

Lands Owned by 6511 Sussex Development Ltd.

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307
2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
8. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374
9. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382
10. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498

11. STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451
12. STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630
13. STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664
14. STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753
15. STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915
16. STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931
17. STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-026
18. STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-077
19. STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-166
20. STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-255
21. STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-271
22. STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-344

23. STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-361
24. STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-395
25. STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-450
26. STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-468
27. STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-476
28. STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-484
29. STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-514
30. STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-522
31. STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-531
32. STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-549
33. STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-573
34. STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-603

35. STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-611
36. STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-620
37. STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-638
38. STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-646
39. STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-654
40. STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-662
41. STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-701
42. STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-719
43. STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-727
44. STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-735
45. STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743
46. STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751

47. STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778
48. STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786
49. STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794
50. STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808
51. STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816
52. STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824
53. STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-832
54. STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-841
55. STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-859
56. STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-867
57. STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-875
58. STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-883

59. STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-891
60. STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-905
61. STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-930
62. STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-956
63. STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-964
64. STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-999
65. STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-006
66. STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-014
67. STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-022
68. STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-031
69. STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-049
70. STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-057

71. STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-065
72. STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-073
73. STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-081
74. STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-090
75. STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-103
76. STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-111
77. STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-120
78. STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-138
79. STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-146
80. STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-154
81. STRATA LOT 287 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-162
82. STRATA LOT 288 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-171

83. STRATA LOT 291 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-201
84. STRATA LOT 294 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-235
85. STRATA LOT 296 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-251
86. STRATA LOT 297 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-260
87. STRATA LOT 298 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-278
88. STRATA LOT 299 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-286
89. STRATA LOT 300 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-294
90. STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-308
91. STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-316
92. STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-324
93. STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-332
94. STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-341

95. STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-359
96. STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-367
97. STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-375
98. STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-383
99. STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391
100. STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405
101. STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413
102. STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421
103. STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430
104. STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448
105. STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456
106. STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464

107. STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472
108. STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481
109. STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499
110. STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502
111. STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511
112. STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529
113. STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537
114. STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545
115. STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553
116. STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561
117. STRATA LOT 329 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-588
118. STRATA LOT 331 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-600

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

SCHEDULE "B"

FINTRAC CORPORATE IDENTIFICATION FORM

To be completed and shall become part of this Agreement.

APPENDIX C
[ATTACHED]



No. S-247764
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

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

RESPONDENTS

RESPONSE TO PETITION

Filed by: The Owners, Strata Plan EPS 9599 (the "**Strata Corporation**")

THIS IS A RESPONSE TO the petition filed by Kingsett Mortgage Corporation ("**Kingsett**") on November 8, 2024.

Part 1: ORDERS CONSENTED TO

1. The Strata Corporation consents to the granting of NONE of the orders set out in Part 1 of the Petition.

Part 2: ORDERS OPPOSED

2. The Strata Corporation opposes the granting of NONE of the orders set out in Part 1 of the Petition.

Part 3: ORDERS ON WHICH NO POSITION IS TAKEN

3. The Strata Corporation takes no position on the granting of ALL of the orders set out in Part 1 of the petition.

Part 4: FACTUAL BASIS

The Development

1. The Strata Corporation, also known as Highline, is a strata corporation established pursuant to section 2 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “SPA”), and is located at 6511 Sussex Avenue, Burnaby, BC (the “Development”).
2. The Respondent, 6511 Sussex Heights Development Ltd. (“Sussex Heights”) is the registered owner in fee simple of strata lots outlined in Schedule “A” to this Petition Response (the “Lands”). Sussex Heights is also the developer/owner developer of the Strata Corporation.
3. The Lands would be appointed to KSV Restructuring Inc. if the orders sought by Kingsett are granted.

Sussex Heights Owes Money to the Strata Corporation

4. Sussex Height owes monies to the Strata Corporation in its capacity as owner of the Lands, and/or in its capacity as developer/owner developer of the Strata Corporation.
5. The monies owed by Sussex Heights to the Strata Corporation are captured in certificates of liens registered pursuant to section 116 of the SPA by the Strata Corporation at the New Westminster Land Title office in July 2024 with registration numbers outlined in Schedule “B” (the “Liens”).
6. The Liens registered by the Strata Corporation rank in priority over the mortgage in favour of Kingsett also registered on the Lands.
7. The Liens include, as of December 6, 2024, the following amounts owed by Sussex Heights to the Strata Corporation:
 - (a) \$ 469,549.30 in unpaid strata fees and interest; and
 - (b) \$ 472,820.18 for further strata fees and amounts owed pursuant to section 116 of the SPA.
8. The Liens also include the costs to enforce the Liens, including title search fees, fees to discharge the Liens, and the actual legal costs to enforce the Liens pursuant to section 118 of the SPA.

9. Sussex Heights further owes \$157,646.87 to the Strata Corporation pursuant to a Master Airspace Easement Agreement and Section 219 Covenant, dated October 13, 2023, and registered in the New Westminster Land Title Office with registration nos. CB956185 – CB956205 (the “**ASP Agreement**”).

Part 5: LEGAL BASIS

Amounts owing under the Liens

10. The Liens were registered against the title of the Lands pursuant to s.116 of the SPA.
11. Section 116(5) of the SPA states as follows:
- 116(5) The strata corporation's lien ranks in priority to every other lien or registered charge except
- (a) to the extent that the strata corporation's lien is for a strata lot's share of a judgment against the strata corporation,
 - (b) if the other lien or charge is in favour of the Crown and is not a mortgage of land, or
 - (c) if the other lien or charge is made under the *Builders Lien Act*.
12. The Liens are not in respect of a judgment against the Strata Corporation. The Liens are for unpaid strata fees by Sussex Height's and/or amounts owed by Sussex Height's as the Strata Corporation's developer/owner developer.
13. The mortgage in favour of Kingsett is not a charge in favour of the Crown nor is it a lien or charge pursuant to the *Builders Lien Act*. In other words, the Liens rank in priority over the mortgage in favour of Kingsett.
14. The amount of the Liens is based on claims for unpaid strata fees and/or unpaid amounts owing by Sussex Height as a developer/owner-developer.

Amounts owing pursuant to the air space parcel agreement

15. The ASP Agreement requires parties to adhere to cost allocation terms for various shared costs between three air space parcels.
16. Sussex Heights is the owner of two air space parcels outlined in the ASP Agreement: ASP A and ASP B.

17. Pursuant to covenant 9 of the ASP Agreement, Sussex Heights was required to pay a proportional share of community amenities costs.
18. The amounts owed to the Strata Corporation by Sussex Heights are based on breach of contract and, in the alternative, unjust enrichment.

Part 6: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Veronica Heckel, made on December 10, 2024;
2. Affidavit #1 of Edmond Lu, made on December 10, 2024; and
3. Such further and other material as counsel may advise.

The Strata Corporation's address for service in this proceeding is:

Lesperance Mendes Lawyers
550 – 900 Howe Street
Vancouver, BC V6Z 2M4
Attention: Sat D. Harwood

Fax number address for service (if any): N/A

E-mail address for service (if any): sdh@lmlaw.ca and ssa@lmlaw.ca

Name of The Owners, Strata Plan EPS 9599's lawyer:

Lesperance Mendes Lawyers
550 – 900 Howe Street
Vancouver, BC V6Z 2M4
Attention: Sat D. Harwood

Dated: December 10, 2024


Sat D. Harwood
Counsel for The Owners, Strata Plan EPS 9599

Schedule "A" – Description of the Lands

1.	<p>PID: 032-078-307</p> <p>Legal Description: Strata Lot 1 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
2.	<p>PID: 032-078-315</p> <p>Legal Description: Strata Lot 2 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
3.	<p>PID: 032-078-323</p> <p>Legal Description: Strata Lot 3 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
4.	<p>PID: 032-078-331</p> <p>Legal Description: Strata Lot 4 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
5.	<p>PID: 032-078-340</p> <p>Legal Description: Strata Lot 5 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
6.	<p>PID: 032-078-358</p> <p>Legal Description: Strata Lot 6 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
7.	<p>PID: 032-078-366</p> <p>Legal Description: Strata Lot 7 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>

8.	<p>PID: 032-078-374</p> <p>Legal Description: Strata Lot 8 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
9.	<p>PID: 032-078-382</p> <p>Legal Description: Strata Lot 9 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
10.	<p>PID: 032-078-498</p> <p>Legal Description: Strata Lot 20 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
11.	<p>PID: 032-079-451</p> <p>Legal Description: Strata Lot 116 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
12.	<p>PID: 032-079-630</p> <p>Legal Description: Strata Lot 134 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
13.	<p>PID: 032-079-664</p> <p>Legal Description: Strata Lot 137 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
14.	<p>PID: 032-079-753</p> <p>Legal Description: Strata Lot 146 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
15.	<p>PID: 032-079-915</p>

	Legal Description: Strata Lot 162 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
16.	PID: 032-079-931 Legal Description: Strata Lot 164 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form
17.	PID: 032-080-026 Legal Description: Strata Lot 173 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
18.	PID: 032-080-077 Legal Description: Strata Lot 178 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
19.	PID: 032-080-166 Legal Description: Strata Lot 187 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
20.	PID: 032-080-255 Legal Description: Strata Lot 196 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
21.	PID: 032-080-271 Legal Description: Strata Lot 198 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
22.	PID: 032-080-344

	Legal Description: Strata Lot 205 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
23.	PID: 032-080-361 Legal Description: Strata Lot 207 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
24.	PID: 032-080-395 Legal Description: Strata Lot 210 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
25.	PID: 032-080-450 Legal Description: Strata Lot 216 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
26.	PID: 032-080-468 Legal Description: Strata Lot 217 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
27.	PID: 032-080-476 Legal Description: Strata Lot 218 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
28.	PID: 032-080-484 Legal Description: Strata Lot 219 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
29.	PID: 032-080-514

	Legal Description: Strata Lot 222 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
30.	PID: 032-080-522 Legal Description: Strata Lot 223 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
31.	PID: 032-080-531 Legal Description: Strata Lot 224 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
32.	PID: 032-080-549 Legal Description: Strata Lot 225 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
33.	PID: 032-080-573 Legal Description: Strata Lot 228 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
34.	PID: 032-080-603 Legal Description: Strata Lot 231 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
35.	PID: 032-080-611 Legal Description: Strata Lot 232 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
36.	PID: 032-080-620

	Legal Description: Strata Lot 233 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
37.	PID: 032-080-638 Legal Description: Strata Lot 234 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
38.	PID: 032-080-646 Legal Description: Strata Lot 235 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
39.	PID: 032-080-654 Legal Description: Strata Lot 236 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
40.	PID: 032-080-662 Legal Description: Strata Lot 237 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
41.	PID: 032-080-701 Legal Description: Strata Lot 241 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
42.	PID: 032-080-719 Legal Description: Strata Lot 242 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
43.	PID: 032-080-727

	Legal Description: Strata Lot 243 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
44.	PID: 032-080-735 Legal Description: Strata Lot 244 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
45.	PID: 032-080-743 Legal Description: Strata Lot 245 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
46.	PID: 032-080-751 Legal Description: Strata Lot 246 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
47.	PID: 032-080-778 Legal Description: Strata Lot 248 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
48.	PID: 032-080-786 Legal Description: Strata Lot 249 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
49.	PID: 032-080-794 Legal Description: Strata Lot 250 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
50.	PID: 032-080-808

	Legal Description: Strata Lot 251 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
51.	PID: 032-080-816 Legal Description: Strata Lot 252 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
52.	PID: 032-080-824 Legal Description: Strata Lot 253 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
53.	PID: 032-080-832 Legal Description: Strata Lot 254 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
54.	PID: 032-080-841 Legal Description: Strata Lot 255 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
55.	PID: 032-080-859 Legal Description: Strata Lot 256 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
56.	PID: 032-080-867 Legal Description: Strata Lot 257 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
57.	PID: 032-080-875

	Legal Description: Strata Lot 258 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
58.	PID: 032-080-883 Legal Description: Strata Lot 259 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
59.	PID: 032-080-891 Legal Description: Strata Lot 260 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
60.	PID: 032-080-905 Legal Description: Strata Lot 261 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
61.	PID: 032-080-930 Legal Description: Strata Lot 264 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
62.	PID: 032-080-956 Legal Description: Strata Lot 266 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
63.	PID: 032-080-964 Legal Description: Strata Lot 267 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
64.	PID: 032-080-999

	Legal Description: Strata Lot 270 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
65.	PID: 032-081-006 Legal Description: Strata Lot 271 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
66.	PID: 032-081-014 Legal Description: Strata Lot 272 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
67.	PID: 032-081-022 Legal Description: Strata Lot 273 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
68.	PID: 032-081-031 Legal Description: Strata Lot 274 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
69.	PID: 032-081-049 Legal Description: Strata Lot 275 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
70.	PID: 032-081-057 Legal Description: Strata Lot 276 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
71.	PID: 032-081-065

	Legal Description: Strata Lot 277 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
72.	PID: 032-081-073 Legal Description: Strata Lot 278 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
73.	PID: 032-081-081 Legal Description: Strata Lot 279 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
74.	PID: 032-081-090 Legal Description: Strata Lot 280 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
75.	PID: 032-081-103 Legal Description: Strata Lot 281 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
76.	PID: 032-081-111 Legal Description: Strata Lot 282 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
77.	PID: 032-081-120 Legal Description: Strata Lot 283 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
78.	PID: 032-081-138

	Legal Description: Strata Lot 284 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
79.	PID: 032-081-146 Legal Description: Strata Lot 285 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
80.	PID: 032-081-154 Legal Description: Strata Lot 286 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
81.	PID: 032-081-162 Legal Description: Strata Lot 287 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
82.	PID: 032-081-171 Legal Description: Strata Lot 288 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
83.	PID: 032-081-201 Legal Description: Strata Lot 291 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
84.	PID: 032-081-235 Legal Description: Strata Lot 294 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
85.	PID: 032-081-251

	Legal Description: Strata Lot 296 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
86.	PID: 032-081-260 Legal Description: Strata Lot 297 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
87.	PID: 032-081-278 Legal Description: Strata Lot 298 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
88.	PID: 032-081-286 Legal Description: Strata Lot 299 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
89.	PID: 032-081-294 Legal Description: Strata Lot 300 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form
90.	PID: 032-081-308 Legal Description: Strata Lot 301 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form
91.	PID: 032-081-316 Legal Description: Strata Lot 302 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
92.	PID: 032-081-324

	Legal Description: Strata Lot 303 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
93.	PID: 032-081-332 Legal Description: Strata Lot 304 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
94.	PID: 032-081-341 Legal Description: Strata Lot 305 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
95.	PID: 032-081-359 Legal Description: Strata Lot 306 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
96.	PID: 032-081-367 Legal Description: Strata Lot 307 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
97.	PID: 032-081-375 Legal Description: Strata Lot 308 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
98.	PID: 032-081-383 Legal Description: Strata Lot 309 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
99.	PID: 032-081-391

	Legal Description: Strata Lot 310 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
100.	PID: 032-081-405 Legal Description: Strata Lot 311 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form v
101.	PID: 032-081-413 Legal Description: Strata Lot 312 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
102.	PID: 032-081-421 Legal Description: Strata Lot 313 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
103.	PID: 032-081-430 Legal Description: Strata Lot 314 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
104.	PID: 032-081-448 Legal Description: Strata Lot 315 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
105.	PID: 032-081-456 Legal Description: Strata Lot 316 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
106.	PID: 032-081-464

	Legal Description: Strata Lot 317 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V.
107.	PID: 032-081-472 Legal Description: Strata Lot 318 District Lot 1 53 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
108.	PID: 032-081-481 Legal Description: Strata Lot 319 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
109.	PID: 032-081-499 Legal Description: Strata Lot 320 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
110.	PID: 032-081-502 Legal Description: Strata Lot 321 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
111.	PID: 032-081-511 Legal Description: Strata Lot 322 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
112.	PID: 032-081-529 Legal Description: Strata Lot 323 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
113.	PID: 032-081-537

	Legal Description: Strata Lot 324 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V
114.	PID: 032-081-545 Legal Description: Strata Lot 325 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common lot property as in proportion to the unit entitlement of the shown on form V
115.	PID: 032-081-553 Legal Description: Strata Lot 326 District Lot 153 Group 1 New Westminster Common Strata Property Plan EPS9599 together with an interest in the strata lot as in proportion to the unit entitlement of the shown on form V
116.	PID: 032-081-561 Legal Description: Strata Lot 327 District Lot 153 Group 1 New Westminster Common Strata Property Plan EPS9599 together with an interest in the strata lot as in proportion to the unit entitlement of the shown on form V
117.	PID: 032-081-588 Legal Description: Strata Lot 329 District Lot 153 Group 1 New Westminster Common Strata Property Plan EPS9599 together with an interest in the strata lot as in proportion to the unit entitlement of the shown on form V
118.	PID: 032-081-600 Legal Description: Strata Lot 331 District Lot 153 Group 1 New Westminster Common Strata Property Plan EPS9599 together with an interest in the strata lot as in proportion to the unit entitlement of the shown on form V
119.	PID: 032-081-618 Legal Description: Strata Lot 332 District Lot 153 Group 1 New Westminster Common Strata Property Plan EPS9599 together with an interest in the strata lot as in proportion to the unit entitlement of the shown on form V

Schedule "B" – Strata Liens Registered on the Lands

Strata Lot	Date	Registration No.
1	24-07-26	CB1470913
2	24-07-26	CB1470918
3	24-07-26	CB1471030
4	24-07-26	CB1471031
5	24-07-26	CB1471032
6	24-07-26	CB1471034
7	24-07-26	CB1471035
8	24-07-26	CB1471037
9	24-12-10	CB1757879
20	24-07-26	CB1471039
116	24-07-26	CB1471046
134	24-07-26	CB1471049
137	24-07-26	CB1471179
146	24-07-26	CB1471154
162	24-07-26	CB1471153
164	24-07-26	CB1471152
173	24-07-26	CB1471151
178	24-07-26	CB1471150
187	24-07-26	CB1471149
196	24-07-26	CB1470911
198	24-07-30	CB1477147
205	24-07-26	CB1471144
207	24-07-26	CB1471143
210	24-07-26	CB1471141
216	24-07-26	CB1471138
217	24-07-26	CB1471137
218	24-07-29	CB1472046
219	24-07-29	CB1472492
222	24-07-29	CB1473276
223	24-07-29	CB1473277
224	24-07-29	CB1473284
225	24-07-29	CB1473285
228	24-07-29	CB1473292
231	24-07-30	CB1474546
232	24-07-29	CB1473585
233	24-07-29	CB1473586
234	24-07-29	CB1473587

235	24-07-29	CB1473588
236	24-07-29	CB1473592
237	24-07-29	CB1473594
241	24-07-29	CB1473604
242	24-07-29	CB1473606
243	24-07-29	CB1473610
244	24-07-29	CB1473611
245	24-07-30	CB1474786
246	24-07-29	CB1473662
248	24-07-29	CB1473667
249	24-07-30	CB1475354
250	24-07-30	CB1475356
251	24-07-30	CB1475357
252	24-07-30	CB1475359
253	24-07-30	CB1475364
254	24-07-30	CB1475365
255	24-07-30	CB1475366
256	24-07-30	CB1475369
257	24-07-30	CB1475370
258	24-07-30	CB1475373
259	24-07-30	CB1475374
260	24-07-30	CB1477076
261	24-07-30	CB1477077
264	24-07-30	CB1477081
266	24-07-30	CB1477082
267	24-07-30	CB1477083
270	24-07-30	CB1477098
271	24-07-30	CB1477102
272	24-07-30	CB1477105
273	24-07-30	CB1477106
274	24-07-30	CB1477108
275	24-07-30	CB1477109
276	24-07-30	CB1477113
277	24-07-30	CB1477114
278	24-07-30	CB1477115
279	24-07-30	CB1477116
280	24-07-30	CB1477118
281	24-07-30	CB1477119
282	24-07-30	CB1477133
283	24-07-30	CB1477122

284	24-07-30	CB1477124
285	24-07-30	CB1477127
286	24-07-30	CB1477130
287	24-07-30	CB1477131
288	24-07-31	CB1480801
291	24-07-31	CB1480805
294	24-08-01	CB1483354
296	24-08-01	CB1483381
297	24-07-31	CB1480817
298	24-07-31	CB1480823
299	24-07-31	CB1480858
300	24-07-31	CB1480862
301	24-07-31	CB1480866
302	24-08-01	CB1482306
303	24-08-01	CB1482307
304	24-08-01	CB1483385
305	24-08-01	CB1483391
306	24-08-01	CB1483398
307	24-08-01	CB1483403
308	24-08-01	CB1483405
309	24-08-01	CB1483406
310	24-08-01	CB1483406
311	24-08-01	CB1483414
312	24-08-01	CB1483415
313	24-08-01	CB1484878
314	24-08-01	CB1484879
315	24-08-01	CB1484881
316	24-08-01	CB1484887
317	24-08-01	CB1484891
318	24-08-01	CB1484893
319	24-08-01	CB1484894
320	24-08-01	CB1484896
321	24-08-01	CB1484901
322	24-08-01	CB1484908
323	24-08-01	CB1484912
324	24-08-01	CB1484930
325	24-08-01	CB1484931
326	24-08-01	CB1484934
327	24-08-01	CB1484935
329	24-08-01	CB1484937

331	24-08-01	CB1484940
332	24-08-01	CB1484945

APPENDIX D
[ATTACHED]

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

DEC 12 2024

S=248632

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE OWNERS, STRATA PLAN EPS 9599

PETITIONER

AND:

6511 SUSSEX HEIGHTS DEVELOPMENT LTD., KINGSETT
MORTGAGE CORPORATION, LION'S GATE BUILDING
MAINTENANCE LTD., JAB CONTRACTING LTD., and TENANTS OF
THE LANDS

RESPONDENTS

PETITION TO THE COURT

ON NOTICE TO:

6511 Sussex Heights Development Ltd.
#700 – 401 West Georgia Street
Vancouver, BC V6B 5A1

Kingsett Mortgage Corporation
25th Floor, 700 West Georgia Street
Vancouver, BC V7Y 1B3

Lion's Gate Building Maintenance Ltd.
6692 Dawson Street
Vancouver, BC V5S 2W1

Jab Contracting Ltd.
6550 Fraser Street
Vancouver, BC V5X 3T3

Tenants of the Lands
6511 Sussex Avenue, various strata lots
Burnaby, BC V5H 0K5

The address of the registry is:

800 Smithe Street
Vancouver, BC V3T 0M4

The Strata Corporation estimates that the hearing of the petition will take 2 hours.

This matter is not an application for judicial review

This proceeding has been started by the petitioner for the relief set out in Part 1 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the Petitioner
 - (i) 2 copies of the filed response to petition, and
 - (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.

Time for Response to Petition

A response to petition must be filed and served on the Petitioner.

- (c) if you were served with the petition anywhere within Canada, within 21 days after that service,
- (d) if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- (e) if you were served with the petition anywhere else, within 49 days after that service,
- (f) if the time for response has been set by order of the court, within that time.

(1)	<p>The ADDRESS FOR SERVICE of the Petitioner is:</p> <p>Lesperance Mendes Attention: Sat D. Harwood 550-900 Howe Street Vancouver BC V6Z 2M4 Email: sdh@lmlaw.ca and ssa@lmlaw.ca</p>
(2)	<p>The name and office address of the Petitioner's lawyer is, as above:</p> <p>Sat D. Harwood Lesperance Mendes 550-900 Howe Street Vancouver BC V6Z 2M4</p>

CLAIM OF THE PETITIONER

Part 1: ORDER(S) SOUGHT

1. A declaration that the Respondent, 6511 Sussex Heights Development Ltd. ("**Sussex Heights**"), is the registered owner of the lands and premises legally described in the attached Schedule "A" (the "**Lands**"), and is in default of its obligation to pay strata fees as provided in s. 99 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the "**SPA**"), and special levies as provided in s. 108 of the SPA.
2. A declaration that Sussex Heights is the "owner developer" (as that term is defined in the SPA) in respect of Strata Plan EPS 9599 and is in default of its obligation to pay amounts owing to the Petitioner, The Owners, Strata Plan EPS 9599 (the "**Strata Corporation**"), as required by sections 14(4) and 14(5) of the SPA.
3. A declaration that the Form G - Certificates of Liens registered against each of the strata lots of the Lands at the New Westminster Land Title Office, all registered in July 2024 and with registration numbers outlined in Schedule "B" (the "**Liens**"), rank in priority to every other lien or registered charge except if the other lien or charge is in favour of the Crown and is not a mortgage of the land or if the other lien or charge is made under the *Builders Lien Act*, S.B.C. 1997, c. 45 and/or the *Family Maintenance Enforcement Act*, R.S.B.C. 1996, c. 127.
4. A declaration that Sussex Heights has made default in payment of its share of common expenses in respect of the Lands and amounts owing as owner developer due to the Strata Corporation, and that all monies secured by the Liens are now due and owing to the Strata Corporation.
5. An Order that the Strata Corporation be granted judgment (the "**Judgment**") against Sussex Heights for the amounts due and owing to the Strata Corporation as at the date of Judgment and owing together with Court Order Interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79 and costs of this application based on reasonable legal costs pursuant to section 118 of the SPA.
6. An Order that the Judgment due and owing to the Strata Corporation by Sussex Heights for the Lands is:
 - (a) \$469,549.30 for unpaid monthly strata fees and interest;
 - (b) \$ 472,820.18 for other unpaid strata fees and interest; and

- (c) An amount for monies owing to the Strata Corporation pursuant to s. 118 of the SPA including, inter alia, fees to retrieve title searches of the Lands, fees to apply and discharge the Liens, and reasonable legal costs to enforce the Liens to be calculated upon Judgment.
7. An Order that the Judgment due and owing to the Strata Corporation by Sussex Heights shall increase as further unpaid strata fees, special levies, late charges, reasonable legal costs, land title, court registry fees, other disbursements and interest on strata fees and special levies accrue and remain unpaid.
8. An Order that upon the expiry of 30 days from the date of pronouncement of the Judgment, or such other date as this Honourable Court may order, the Strata Corporation be granted exclusive conduct of sale of the Lands against which the Judgment remains unsatisfied, without the necessity of further application to this Honourable Court.
9. An Order that the following amounts will be paid directly from the sale proceeds of the Lands which is the subject of this Petition:
- (a) all real estate commissions due and owing respecting the sale transaction;
 - (b) all conveyancing fees payable;
 - (c) all appraisal report fees required to list the Lands for sale;
 - (d) all other necessary costs and expenses required to complete the sale transaction, including any unpaid taxes owed by Sussex Heights in relation to the Lands;
 - (e) any builders' liens ranking in higher priority than the Liens from the proceeds of sale of the strata lots that have the respective builders' liens registered on title;
 - (f) the amount of the Judgment due and owing to the Strata Corporation;
 - (g) all legal fees incurred by the Strata Corporation respecting the collection of, the pursuing of, and the conduct of these proceedings and any and all other matters required to resolve the dispute herein based on reasonable legal costs pursuant to section 118 of the SPA; and
 - (h) the balance of the sale proceeds, if any, be paid into Court, with the liberty for any party to apply for direction of the Court with respect to payment out of the balance of funds.

10. An Order that Strata Corporation be at liberty to hire the services of and/or appoint a real estate licensee, of its choice, to show and conduct the sale of the Lands without the consent or approval of Sussex Heights.
11. An Order that the Strata Corporation, through the assistance of a real estate agent, have sole discretion to determine the listing prices of the Lands and be at liberty to reduce said listing prices in the event same becomes necessary in order to sell the Lands within a reasonable time.
12. An Order that a representative of the Strata Corporation or its appointed real estate licensee be given a key or all necessary keys to the Lands in order to obtain access to the Lands to inspect the Lands, to appraise the Lands or to show the Lands to prospective purchasers.
13. An Order that Sussex Heights, its agents, or any person or persons acting on behalf of Sussex Heights, including any tenant or tenants in possession of the Lands, upon reasonable notice of at least four (4) hours do forthwith permit any duly authorized agent to inspect, appraise and/or show to any prospective purchaser the Lands including the interior of the Lands between the hours of 9:00 a.m. and 7:00 p.m. on any weekday, and between 12:00 noon and 5:00 p.m. on Saturdays and/or Sundays and to post signs on the Lands noting that the same is offered for sale.
14. An Order to amend the proceeding to add any tenant(s) or occupier(s) of the Lands.
15. An Order that the approval of the terms of this Order by Sussex Heights be dispensed with.
16. An Order that the Strata Corporation be at liberty to apply to this Honourable Court for a summary accounting of any amounts which become due to it from Sussex Heights.
17. An Order that the sale of any strata lots of the Lands be approved by the Court.
18. An Order that the Strata Corporation be granted its reasonable legal costs pursuant to section 118 of the SPA.

Part 2: FACTUAL BASIS

The Parties

19. The Strata Corporation, also known as Highline, is a strata corporation established pursuant to section 2 of the SPA, and is located at 6511 Sussex Avenue, Burnaby, BC (the “**Development**”).
20. Sussex Heights is the registered owner in fee simple of the Lands. Sussex Heights is also the developer/owner developer of the Strata Corporation.
21. The Respondent, Kingsett Mortgage Corporation (“**Kingsett**”), is the registered owner of a mortgage and assignment of rents registered at the New Westminster Land Title Office on March 26, 2024 under registration numbers CB1229018-CB1229019 on the Lands.
22. The Respondent, Lion’s Gate Building Maintenance Ltd., is the registered charge holder of a builder’s lien registered at the New Westminster Land Title Office on September 4, 2024 under registration number CB1574999 on strata lot 3 of the Lands.
23. The Respondent, Jab Contracting Ltd., is the registered charge of a builder’s lien registered at the new Westminster Land Title Office on August 20, 2024 under registration number CB1541681 on the Lands.
24. The Respondents, the Tenants of the Lands, are any tenants who occupy the strata lots of the Lands.

Sussex Heights Owes Money to the Strata Corporation

25. Sussex Heights owes monies to the Strata Corporation in its capacity as owner developer of the Strata Corporation, and also in its capacity as the owner of the Lands.

Unpaid monthly strata fees

26. On December 7, 2023, the Strata Corporation held its first annual general meeting to, *inter alia*, approve the yearly budget and establish strata fees to be collected from owners of the Strata Corporation (the “**First AGM**”).
27. At the First AGM, owners passed the first annual budget of the Strata Corporation.

28. Sussex Heights failed to pay its strata fees with respect to the Lands.
29. The total unpaid strata fees due and owing to the Strata Corporation by Sussex Heights is \$469,549.30 as of December 6, 2024. A breakdown of this amount for each strata lot of the Lands is outlined in Schedule "B" attached to this petition.

Other unpaid strata fees

30. On February 20, 2020, Sussex Heights filed or authorized to be filed a disclosure statement in relation to the Development as required by section 14 of the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41. This disclosure statement, along with its subsequent amendments, (altogether, the "**Disclosure Statement**"), included various representations Sussex Heights made regarding the Development.
31. The Disclosure Statement included an interim budget for the Strata Corporation for the period beginning the first day of the month following the month in which the first conveyance of a strata lot to a purchaser occurs until the date the first annual budget takes effect (the "**Interim Budget**").
32. On October 13, 2023, Sussex Heights filed the strata plan which created the Strata Corporation.
33. On or about December 1, 2023, Sussex Heights made the first conveyance of a strata lot of Strata Plan EPS9599. Pursuant to s. 7 of the SPA, the owner developer was responsible for all actual expenses that accrued up until December 31, 2023.
34. Up until the election of the strata council at the First AGM of the Strata Corporation, pursuant to section 5 of the SPA, Sussex Heights exercised the powers and performed the duties of the strata council and further held exclusive control over the common property and common assets of Strata Plan EPS9599 on behalf of the Strata Corporation and its owners.
35. During the period prior to December 31, 2023, the Strata Corporation accrued expenses which totaled \$203,829.98. The actual accrued expenses were in respect of the following:
 - (a) Insurance appraisal expenses;
 - (b) Elevator expenses;

- (c) Pest control expenses;
- (d) Garbage and recycling expenses;
- (e) Administration expenses;
- (f) Electricity expenses;
- (g) Garage door expenses;
- (h) Office supplies expenses;
- (i) Gas expenses;
- (j) HVAC expenses;
- (k) Intercom expenses;
- (l) Insurance expenses; and
- (m) Janitorial expenses.

(the “**Accrued Building Expenses**”)

36. Sussex Heights has not paid the money it owes to the Strata Corporation in its capacity as owner of all the strata lots prior to the first conveyance.

Unpaid Transit Levy as required by Owner Developer

37. In addition to the Accrued Building Expenses, the Disclosure Statement included the preliminary plan approval of the City of Burnaby (the “**City**”) outlining certain requirements to subdivide the Development.
38. As outlined in the Disclosure Statement, Sussex Heights was required by the City to establish a transit levy to subsidize 50% of the cost of a two zone monthly transit pass for each residential strata unit for 12 months.
39. On October 26, 2018, Sussex Heights registered a covenant granted to the City to enforce the establishment of the transit levy outlined in the Disclosure Statement (the “**Transit Covenant**”).
40. On October 13, 2023, after the deposit of the strata plan, Sussex Heights, in its capacity as the owner developer and on behalf of the Strata, entered into an agreement with the City to fund the transit levy required by the City (the “**Transit Levy Agreement**”).

41. As outlined in the Transit Levy Agreement, and as one of the conditions to subdivide the Development, Sussex Heights was required to pay \$268,990.20 to the Strata Corporation on or before thirty days after the execution of the Transit Levy Agreement (the “**Accrued Transit Expense**”). In other words, Sussex Heights was required to pay the Strata Corporation the Excess Transit Expense on November 13, 2023 and thereafter, the Strata Corporation was required to make the applicable funds available to its owners to meet their transit needs to and from the Development.
42. Sussex Heights failed to pay the Strata the Accrued Transit Expense by November 13, 2023.

Demand for Payment and Filing of the Liens

43. On June 28, 2024, the Strata Corporation sent a demand letter to Sussex Heights for payment of unpaid strata fees and related charges, in accordance with section 112 of the SPA (the “**Notice**”). The Notice outlined that action may be taken, including filing liens on the Lands, if payment was not made by July 19, 2024.
44. Sussex Heights failed or refused to pay the amounts owed after delivery of the Notice.
45. From July 24, 2024 onwards, the Strata Corporation registered the Liens at the New Westminster Land Title Office against the title of the Lands pursuant to section 116 of the SPA.
46. Sussex Heights has failed to pay any of the amounts owed captured by the Liens.
47. As of December 6, 2024, the total amount owed by Sussex Heights to the Strata Corporation for the Liens is \$942,369.48 plus other amounts which may be added to the Liens pursuant to section 118 of the SPA.

Part 3: LEGAL BASIS

48. The Strata Corporation relies on sections 2, 5 – 7, 13, 14, 18, 90, 92, 98, 99, 108, 112, 116 – 118, and 170 of the SPA, section 3.1 of the *Strata Property Regulation*, Rules 13-5, 14-1, 16-1, 22-1, 23-6 and Appendix B of the *Supreme Court Civil Rules*, and the *Court Order Interest Act*, R.S.B.C. 1996, c.79.
49. The Strata Corporation further relies on *The Owners, Strata Plan 1229 v. Trivantor Investments International Limited*, 1995 CanLii 1753, and *Urton v. SRI Homes Inc.*, 2007 BCCA 372.

Priority of Strata Corporation's Liens

50. The Liens were registered against title of the Lands pursuant to s.116 of the SPA.

51. Section 116(5) of the SPA states as follows:

116(5) The strata corporation's lien ranks in priority to every other lien or registered charge except

(a) to the extent that the strata corporation's lien is for a strata lot's share of a judgment against the strata corporation,

(b) if the other lien or charge is in favour of the Crown and is not a mortgage of land, or

(c) if the other lien or charge is made under the *Builders Lien Act*.

52. The Liens are not in respect of a judgment against the Strata Corporation. The Liens are for unpaid monthly strata fees and prior strata fees. As such, section 116(5)(a) does not apply.

53. The mortgage in favour of Kingsett is not a charge in favour of the Crown nor is it a lien or charge pursuant to the *Builders Lien Act*. In other words, the Liens rank in priority over the mortgage in favour of Kingsett.

The Strata Corporation's Entitlement to Amounts Claimed in the Lien

54. The amount of the Liens is based on claims for unpaid monthly strata fees and other unpaid strata fees.

55. Section 116(12)(a) of the SPA states as follows:

116(1) The strata corporation may register a lien against an owner's strata lot by registering in the land title office a Certificate of Lien in the prescribed form if the owner fails to pay the strata corporation any of the following with respect to that strata lot:

(a) Strata fees;

56. Section 7 of the SPA states:

7 The owner developer must pay the actual expenses of the strata corporation that accrue in the period up to the last day of the month in which the first conveyance of a strata lot to a purchaser occurs.

57. The definitions at section 1 of the SPA make clear that the phrase "Owner developer" includes "owner", while the word "owner" includes "owner developer"
58. The Strata Corporation accrued the Accrued Building Expenses and the Accrued Transit Expenses after the deposit of the strata plan and prior to December 31, 2023. These expenses accrued when various vendors provided services to the Strata Corporation prior to the First AGM and when the Sussex Heights entered into the Transit Levy Agreement with the City.
59. The Accrued Building Expenses and Accrued Transit Expense total \$472,820.18.

Enforcement of the Lien

60. Sections 116 and 117 of the SPA provide that a strata corporation may register a lien against an owner's strata lot for unpaid strata fees and enforce that lien by applying for an order for sale of the strata lot.

The Owners, Strata Plan KAS 2428 v. Baettig, 2017 BCCA 377

61. Section 118 of the SPA allows a strata corporation to add additional costs to a lien including , a) reasonable legal costs, (b) land title and court registry fees; (c) other reasonable disbursements.
62. Before a lien can be registered, section 112(2) of the SPA requires the strata corporation to give the owner at least two weeks' written notice demanding payment and indicating that a lien may be registered if payment is not made within that two-week period.
63. Only one lien needs to be filed regardless of whether the arrears increase or decrease over time, because it is treated like a floating charge.

Nat. Life Assur. Co. of Can. v. Vidalin Const. Ltd., 1985 CanLII 511

Strata Plan LMS 93 v. Neronovich, 1997 CanLII 3102


Strata Plan VR 1008 v. Oldaker, 2004 BCSC 63

64. In *Strata Plan LMS 93 v. Neronovich*, 1997 CanLII 3102, the strata corporation was unable to prove a portion of the amount claimed under the lien. The court allowed the strata corporation to file further affidavits at a later date to prove certain items claimed under the lien.
65. On June 28, 2024, the Strata Corporation issued the Notice to Sussex Heights in accordance with section 112 of the SPA.
66. The Strata Corporation filed the Liens after the deadline outlined in the Notice.
67. The Strata Corporation submits that a just result would be as follows:
 - (a) the Lands to be sold with the Strata Corporation having conduct of sale;
 - (b) expenses incurred in respect of selling the Lands such as real estate commissions and appraisal fees be paid from the proceeds of sale;
 - (c) any unpaid taxes owed by Sussex Heights in relation to the Lands be first paid from the proceeds of sale from the Lands;
 - (d) any builders' liens in higher priority than the Liens be then paid from the proceeds of sale of the strata lots that have the respective builders' liens registered on title;
 - (e) Sussex Height's unpaid strata fees, the Excess Accrued Expenses, and the Excess Transit Expenses, along with the amounts pursuant to section 14(5) of the SPA, be paid to the Strata Corporation from the proceeds of sale immediately upon sale of the Lands; and
 - (f) the remaining proceeds of sale, if any, be paid into Court with the liberty for any party to apply for direction of the Court with respect to payment out of the balance of funds.

Part 4: MATERIAL TO BE RELIED ON

68. Affidavit #1 of Veronica Heckel made on December 10, 2024; and
69. Affidavit #1 of Edmond Lu made on December 12, 2024.

Date: December 12, 2024



Signature of Sat D. Harwood
Counsel for the Strata Corporation

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The Petitioner, The Owners, Strata Plan EPS 9599, claims the right to serve this petition on the Respondents, 6511 Sussex Heights Development Ltd., Kingsett Mortgage Corporation, Lion's Gate Building Maintenance Ltd., Jab Contracting Ltd., and the Tenants Of The Lands, outside British Columbia on the ground that the action is brought to enforce, assert, declare or determine proprietary or possessory rights or a security interest in property in British Columbia that is immovable or movable property and is brought to interpret, rectify, set aside or enforce any deed, will, contract or other instrument in relation to property in British Columbia that is immovable or movable property.

To be completed by the court only:

Order made

- in the terms requested in paragraphs _____ of Part 1 of this application
- with the following variations and additional terms:

Date: _____

Signature of
 Judge Master

SCHEDULE "A" – DESCRIPTION OF THE LANDS

1.	<p>PID: 032-078-307</p> <p>Legal Description: Strata Lot 1 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
2.	<p>PID: 032-078-315</p> <p>Legal Description: Strata Lot 2 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
3.	<p>PID: 032-078-323</p> <p>Legal Description: Strata Lot 3 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
4.	<p>PID: 032-078-331</p> <p>Legal Description: Strata Lot 4 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
5.	<p>PID: 032-078-340</p> <p>Legal Description: Strata Lot 5 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
6.	<p>PID: 032-078-358</p> <p>Legal Description: Strata Lot 6 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
7.	<p>PID: 032-078-366</p> <p>Legal Description: Strata Lot 7 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
8.	<p>PID: 032-078-374</p> <p>Legal Description: Strata Lot 8 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
9.	<p>PID: 032-078-382</p> <p>Legal Description: Strata Lot 9 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
10.	<p>PID: 032-078-498</p> <p>Legal Description: Strata Lot 20 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
11.	<p>PID: 032-079-451</p> <p>Legal Description: Strata Lot 116 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
12.	<p>PID: 032-079-630</p> <p>Legal Description: Strata Lot 134 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
13.	<p>PID: 032-079-664</p> <p>Legal Description: Strata Lot 137 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
14.	<p>PID: 032-079-753</p> <p>Legal Description: Strata Lot 146 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
15.	<p>PID: 032-079-915</p> <p>Legal Description: Strata Lot 162 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
16.	<p>PID: 032-079-931</p> <p>Legal Description: Strata Lot 164 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form</p>
17.	<p>PID: 032-080-026</p> <p>Legal Description: Strata Lot 173 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
18.	<p>PID: 032-080-077</p> <p>Legal Description: Strata Lot 178 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
19.	<p>PID: 032-080-166</p> <p>Legal Description: Strata Lot 187 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
20.	<p>PID: 032-080-255</p> <p>Legal Description: Strata Lot 196 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
21.	<p>PID: 032-080-271</p> <p>Legal Description: Strata Lot 198 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
22.	<p>PID: 032-080-344</p> <p>Legal Description: Strata Lot 205 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
23.	<p>PID: 032-080-361</p> <p>Legal Description: Strata Lot 207 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
24.	<p>PID: 032-080-395</p> <p>Legal Description: Strata Lot 210 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
25.	<p>PID: 032-080-450</p> <p>Legal Description: Strata Lot 216 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
26.	<p>PID: 032-080-468</p> <p>Legal Description: Strata Lot 217 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
27.	<p>PID: 032-080-476</p> <p>Legal Description: Strata Lot 218 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
28.	<p>PID: 032-080-484</p> <p>Legal Description: Strata Lot 219 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
29.	<p>PID: 032-080-514</p> <p>Legal Description: Strata Lot 222 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
30.	<p>PID: 032-080-522</p> <p>Legal Description: Strata Lot 223 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
31.	<p>PID: 032-080-531</p> <p>Legal Description: Strata Lot 224 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
32.	<p>PID: 032-080-549</p> <p>Legal Description: Strata Lot 225 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
33.	<p>PID: 032-080-573</p> <p>Legal Description: Strata Lot 228 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
34.	<p>PID: 032-080-603</p> <p>Legal Description: Strata Lot 231 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
35.	<p>PID: 032-080-611</p> <p>Legal Description: Strata Lot 232 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
36.	<p>PID: 032-080-620</p> <p>Legal Description: Strata Lot 233 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
37.	<p>PID: 032-080-638</p> <p>Legal Description: Strata Lot 234 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
38.	<p>PID: 032-080-646</p> <p>Legal Description: Strata Lot 235 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
39.	<p>PID: 032-080-654</p> <p>Legal Description: Strata Lot 236 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
40.	<p>PID: 032-080-662</p> <p>Legal Description: Strata Lot 237 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
41.	<p>PID: 032-080-701</p> <p>Legal Description: Strata Lot 241 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
42.	<p>PID: 032-080-719</p> <p>Legal Description: Strata Lot 242 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
43.	<p>PID: 032-080-727</p> <p>Legal Description: Strata Lot 243 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
44.	<p>PID: 032-080-735</p> <p>Legal Description: Strata Lot 244 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
45.	<p>PID: 032-080-743</p> <p>Legal Description: Strata Lot 245 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
46.	<p>PID: 032-080-751</p> <p>Legal Description: Strata Lot 246 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
47.	<p>PID: 032-080-778</p> <p>Legal Description: Strata Lot 248 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
48.	<p>PID: 032-080-786</p> <p>Legal Description: Strata Lot 249 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
49.	<p>PID: 032-080-794</p> <p>Legal Description: Strata Lot 250 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
50.	<p>PID: 032-080-808</p> <p>Legal Description: Strata Lot 251 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
51.	<p>PID: 032-080-816</p> <p>Legal Description: Strata Lot 252 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
52.	<p>PID: 032-080-824</p> <p>Legal Description: Strata Lot 253 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
53.	<p>PID: 032-080-832</p> <p>Legal Description: Strata Lot 254 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
54.	<p>PID: 032-080-841</p> <p>Legal Description: Strata Lot 255 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
55.	<p>PID: 032-080-859</p> <p>Legal Description: Strata Lot 256 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
56.	<p>PID: 032-080-867</p> <p>Legal Description: Strata Lot 257 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
57.	<p>PID: 032-080-875</p> <p>Legal Description: Strata Lot 258 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
58.	<p>PID: 032-080-883</p> <p>Legal Description: Strata Lot 259 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
59.	<p>PID: 032-080-891</p> <p>Legal Description: Strata Lot 260 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
60.	<p>PID: 032-080-905</p> <p>Legal Description: Strata Lot 261 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
61.	<p>PID: 032-080-930</p> <p>Legal Description: Strata Lot 264 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
62.	<p>PID: 032-080-956</p> <p>Legal Description: Strata Lot 266 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
63.	<p>PID: 032-080-964</p> <p>Legal Description: Strata Lot 267 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
64.	<p>PID: 032-080-999</p> <p>Legal Description: Strata Lot 270 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
65.	<p>PID: 032-081-006</p> <p>Legal Description: Strata Lot 271 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
66.	<p>PID: 032-081-014</p> <p>Legal Description: Strata Lot 272 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
67.	<p>PID: 032-081-022</p> <p>Legal Description: Strata Lot 273 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
68.	<p>PID: 032-081-031</p> <p>Legal Description: Strata Lot 274 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
69.	<p>PID: 032-081-049</p> <p>Legal Description: Strata Lot 275 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
70.	<p>PID: 032-081-057</p> <p>Legal Description: Strata Lot 276 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
71.	<p>PID: 032-081-065</p> <p>Legal Description: Strata Lot 277 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
72.	<p>PID: 032-081-073</p> <p>Legal Description: Strata Lot 278 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
73.	<p>PID: 032-081-081</p> <p>Legal Description: Strata Lot 279 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
74.	<p>PID: 032-081-090</p> <p>Legal Description: Strata Lot 280 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
75.	<p>PID: 032-081-103</p> <p>Legal Description: Strata Lot 281 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
76.	<p>PID: 032-081-111</p> <p>Legal Description: Strata Lot 282 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
77.	<p>PID: 032-081-120</p> <p>Legal Description: Strata Lot 283 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
78.	<p>PID: 032-081-138</p> <p>Legal Description: Strata Lot 284 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
79.	<p>PID: 032-081-146</p> <p>Legal Description: Strata Lot 285 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
80.	<p>PID: 032-081-154</p> <p>Legal Description: Strata Lot 286 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
81.	<p>PID: 032-081-162</p> <p>Legal Description: Strata Lot 287 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
82.	<p>PID: 032-081-171</p> <p>Legal Description: Strata Lot 288 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
83.	<p>PID: 032-081-201</p> <p>Legal Description: Strata Lot 291 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
84.	<p>PID: 032-081-235</p> <p>Legal Description: Strata Lot 294 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
85.	<p>PID: 032-081-251</p> <p>Legal Description: Strata Lot 296 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
86.	<p>PID: 032-081-260</p> <p>Legal Description: Strata Lot 297 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
87.	<p>PID: 032-081-278</p> <p>Legal Description: Strata Lot 298 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
88.	<p>PID: 032-081-286</p> <p>Legal Description: Strata Lot 299 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
89.	<p>PID: 032-081-294</p> <p>Legal Description: Strata Lot 300 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form</p>
90.	<p>PID: 032-081-308</p> <p>Legal Description: Strata Lot 301 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form</p>
91.	<p>PID: 032-081-316</p> <p>Legal Description: Strata Lot 302 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
92.	<p>PID: 032-081-324</p> <p>Legal Description: Strata Lot 303 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
93.	<p>PID: 032-081-332</p> <p>Legal Description: Strata Lot 304 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
94.	<p>PID: 032-081-341</p> <p>Legal Description: Strata Lot 305 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
95.	<p>PID: 032-081-359</p> <p>Legal Description: Strata Lot 306 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
96.	<p>PID: 032-081-367</p> <p>Legal Description: Strata Lot 307 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
97.	<p>PID: 032-081-375</p> <p>Legal Description: Strata Lot 308 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
98.	<p>PID: 032-081-383</p> <p>Legal Description: Strata Lot 309 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on Form V
99.	<p>PID: 032-081-391</p> <p>Legal Description: Strata Lot 310 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V</p>
100.	<p>PID: 032-081-405</p> <p>Legal Description: Strata Lot 311 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form v</p>
101.	<p>PID: 032-081-413</p> <p>Legal Description: Strata Lot 312 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
102.	<p>PID: 032-081-421</p> <p>Legal Description: Strata Lot 313 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
103.	<p>PID: 032-081-430</p> <p>Legal Description: Strata Lot 314 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
104.	<p>PID: 032-081-448</p> <p>Legal Description: Strata Lot 315 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
105.	<p>PID: 032-081-456</p> <p>Legal Description: Strata Lot 316 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on form V
106.	<p>PID: 032-081-464</p> <p>Legal Description: Strata Lot 317 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
107.	<p>PID: 032-081-472</p> <p>Legal Description: Strata Lot 318 District Lot 1 53 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
108.	<p>PID: 032-081-481</p> <p>Legal Description: Strata Lot 319 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
109.	<p>PID: 032-081-499</p> <p>Legal Description: Strata Lot 320 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
110.	<p>PID: 032-081-502</p> <p>Legal Description: Strata Lot 321 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
111.	<p>PID: 032-081-511</p> <p>Legal Description: Strata Lot 322 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
112.	<p>PID: 032-081-529</p> <p>Legal Description: Strata Lot 323 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in</p>

	proportion to the unit entitlement of the strata lot as shown on form V
113.	<p>PID: 032-081-537</p> <p>Legal Description: Strata Lot 324 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V</p>
114.	<p>PID: 032-081-545</p> <p>Legal Description: Strata Lot 325 District Lot 153 Group 1 New Westminster District Strata Plan EPS9599 together with an interest in the common lot property as in proportion to the unit entitlement of the shown on form V</p>
115.	<p>PID: 032-081-553</p> <p>Legal Description: Strata Lot 326 District Lot 153 Group 1 New Westminster Common Strata Property Plan EPS9599 together with an interest in the strata lot as in proportion to the unit entitlement of the shown on form V</p>
116.	<p>PID: 032-081-561</p> <p>Legal Description: Strata Lot 327 District Lot 153 Group 1 New Westminster Common Strata Property Plan EPS9599 together with an interest in the strata lot as in proportion to the unit entitlement of the shown on form V</p>
117.	<p>PID: 032-081-588</p> <p>Legal Description: Strata Lot 329 District Lot 153 Group 1 New Westminster Common Strata Property Plan EPS9599 together with an interest in the strata lot as in proportion to the unit entitlement of the shown on form V</p>
118.	<p>PID: 032-081-600</p> <p>Legal Description: Strata Lot 331 District Lot 153 Group 1 New Westminster Common Strata Property Plan EPS9599 together with an interest in the strata lot as in proportion to the unit entitlement of the shown on form V</p>
119.	<p>PID: 032-081-618</p> <p>Legal Description: Strata Lot 332 District Lot 153 Group 1 New Westminster Common Strata Property Plan EPS9599 together with an interest in the strata lot</p>

	as in proportion to the unit entitlement of the shown on form V
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SCHEDULE "B" – STRATA LIENS REGISTERED ON THE LANDS

Strata Lot	Date	Registration No.	Unpaid Strata Fees and Interest as of December 6, 2024
1	24-07-26	CB1470913	\$6,512.80
2	24-07-26	CB1470918	\$6,512.80
3	24-07-26	CB1471030	\$6,512.80
4	24-07-26	CB1471031	\$6,512.80
5	24-07-26	CB1471032	\$6,512.80
6	24-07-26	CB1471034	\$6,512.80
7	24-07-26	CB1471035	\$6,512.80
8	24-07-26	CB1471037	\$6,512.80
9	24-12-10	CB1757879	\$6,512.80
20	24-07-26	CB1471039	\$4,593.84
116	24-07-26	CB1471046	\$4,567.65
134	24-07-26	CB1471049	\$5,059.06
137	24-07-26	CB1471179	\$5,059.06
146	24-07-26	CB1471154	\$4,593.84
162	24-07-26	CB1471153	\$4,593.84
164	24-07-26	CB1471152	\$2,849.36
173	24-07-26	CB1471151	\$4,593.84
178	24-07-26	CB1471150	\$4,593.84
187	24-07-26	CB1471149	\$3,430.83
196	24-07-26	CB1470911	\$3,430.83
198	24-07-30	CB1477147	\$3,430.80
205	24-07-26	CB1471144	\$2,849.36
207	24-07-26	CB1471143	\$3,430.93
210	24-07-26	CB1471141	\$2,849.36
216	24-07-26	CB1471138	\$3,198.22
217	24-07-26	CB1471137	\$2,849.36
218	24-07-29	CB1472046	\$3,140.10
219	24-07-29	CB1472492	\$4,593.83
222	24-07-29	CB1473276	\$4,415.39
223	24-07-29	CB1473277	\$2,907.50
224	24-07-29	CB1473284	\$4,012.38
225	24-07-29	CB1473285	\$2,849.36
228	24-07-29	CB1473292	\$3,198.22
231	24-07-30	CB1474546	\$4,419.39
232	24-07-29	CB1473585	\$2,907.50

233	24-07-29	CB1473586	\$4,012.38
234	24-07-29	CB1473587	\$2,849.36
235	24-07-29	CB1473588	\$3,140.10
236	24-07-29	CB1473592	\$4,593.84
237	24-07-29	CB1473594	\$3,198.22
241	24-07-29	CB1473604	\$2,907.50
242	24-07-29	CB1473606	\$4,012.38
243	24-07-29	CB1473610	\$2,849.36
244	24-07-29	CB1473611	\$3,140.10
245	24-07-30	CB1474786	\$4,593.84
246	24-07-29	CB1473662	\$3,205.63
248	24-07-29	CB1473667	\$3,979.94
249	24-07-30	CB1475354	\$4,448.18
250	24-07-30	CB1475356	\$2,926.44
251	24-07-30	CB1475357	\$4,038.52
252	24-07-30	CB1475359	\$2,867.92
253	24-07-30	CB1475364	\$3,160.57
254	24-07-30	CB1475365	\$4,623.77
255	24-07-30	CB1475366	\$3,219.06
256	24-07-30	CB1475369	\$4,448.18
257	24-07-30	CB1475370	\$2,926.44
258	24-07-30	CB1475373	\$4,038.52
259	24-07-30	CB1475374	\$2,867.92
260	24-07-30	CB1477076	\$3,219.06
261	24-07-30	CB1477077	\$3,979.94
264	24-07-30	CB1477081	\$4,448.18
266	24-07-30	CB1477082	\$2,849.36
267	24-07-30	CB1477083	\$3,160.56
270	24-07-30	CB1477098	\$4,623.77
271	24-07-30	CB1477102	\$3,219.06
272	24-07-30	CB1477105	\$4,506.77
273	24-07-30	CB1477106	\$3,979.94
274	24-07-30	CB1477108	\$4,448.18
275	24-07-30	CB1477109	\$2,926.44
276	24-07-30	CB1477113	\$4,038.52
277	24-07-30	CB1477114	\$2,867.92
278	24-07-30	CB1477115	\$3,160.56
279	24-07-30	CB1477116	\$4,623.77
280	24-07-30	CB1477118	\$3,219.06
281	24-07-30	CB1477119	\$4,506.77

282	24-07-30	CB1477133	\$3,979.94
283	24-07-30	CB1477122	\$4,448.18
284	24-07-30	CB1477124	\$2,926.44
285	24-07-30	CB1477127	\$4,038.52
286	24-07-30	CB1477130	\$2,867.92
287	24-07-30	CB1477131	\$3,219.06
288	24-07-31	CB1480801	\$4,448.18
291	24-07-31	CB1480805	\$4,038.52
294	24-08-01	CB1483354	\$2,867.92
296	24-08-01	CB1483381	\$3,160.56
297	24-07-31	CB1480817	\$4,623.77
298	24-07-31	CB1480823	\$3,219.06
299	24-07-31	CB1480858	\$4,506.77
300	24-07-31	CB1480862	\$3,979.94
301	24-07-31	CB1480866	\$4,448.18
302	24-08-01	CB1482306	\$2,926.44
303	24-08-01	CB1482307	\$4,038.52
304	24-08-01	CB1483385	\$2,867.92
305	24-08-01	CB1483391	\$3,160.56
306	24-08-01	CB1483398	\$4,623.77
307	24-08-01	CB1483403	\$3,219.06
308	24-08-01	CB1483405	\$4,506.77
309	24-08-01	CB1483406	\$3,979.94
310	24-08-01	CB1483406	\$4,448.18
311	24-08-01	CB1483414	\$2,926.44
312	24-08-01	CB1483415	\$4,038.52
313	24-08-01	CB1484878	\$2,867.92
314	24-08-01	CB1484879	\$6,321.11
315	24-08-01	CB1484881	\$5,092.02
316	24-08-01	CB1484887	\$3,394.68
317	24-08-01	CB1484891	\$3,570.29
318	24-08-01	CB1484893	\$3,453.18
319	24-08-01	CB1484894	\$4,038.52
320	24-08-01	CB1484896	\$6,321.11
321	24-08-01	CB1484901	\$5,092.02
322	24-08-01	CB1484908	\$3,394.68
323	24-08-01	CB1484912	\$3,570.29
324	24-08-01	CB1484930	\$3,453.18
325	24-08-01	CB1484931	\$4,038.52
326	24-08-01	CB1484934	\$7,374.70

327	24-08-01	CB1484935	\$3,277.66
329	24-08-01	CB1484937	\$3,921.42
331	24-08-01	CB1484940	\$6,512.80
332	24-08-01	CB1484945	\$6,512.80

APPENDIX E
[ATTACHED]



Canada Revenue Agency
Agence du revenu du Canada

Coastal and Central BC Tax Services Office
Surrey BC V3T 5W6

January 08, 2025

ATTENTION: ALEX CAMERON/MAHA SHAH
KSV RESTRUCTURING INC.
SUITE 1165, 324 8TH AVENUE SW,
BOX 129
CALGARY AB T2P 2Z2

Dear Receiver:

Subject: 6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

We understand that you have been appointed receiver or receiver-manager (receiver) for the above GST/HST registrant. Currently, the registrant owes goods and services tax / harmonized sales tax (GST/HST) of \$8,152,925.90.

Period outstanding	GST/HST payable	Penalty & interest	Total
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p/e 2023/12/31	\$5,898,480.71	\$550,114.84	\$6,448,595.55
p/e 2024/01/31	\$ 26,654.00	\$ 2,229.23	\$ 28,883.23
p/e 2024/04/30	\$ 256,203.82	\$ 14,537.14	\$ 270,740.96
p/e 2024/05/31	\$ 192,010.22	\$ 9,238.63	\$ 201,248.85
p/e 2024/06/30	\$ 210,574.68	\$ 8,456.03	\$ 219,030.71
p/e 2024/07/31	\$ 276,568.41	\$ 8,921.80	\$ 285,490.21
p/e 2024/08/31	\$ 119,829.67	\$ 2,956.54	\$ 122,786.21
p/e 2024/10/31	\$ 570,773.87	\$ 5,376.31	\$ 576,150.18

Under the Excise Tax Act, \$7,551,095.38 of the above totals represents property of the Crown held in trust and does not form part of 6511 Sussex Heights Development Ltd.'s property, business, or estate. This is the case whether or not those funds are kept separate and apart from the registrant's own money or from the estate's assets.

You must pay the Receiver General for Canada \$7,551,095.38 out of the realization of any property subject to the trust created by subsection 222(3) of the Act before paying any other creditor. Please send us your payment right away. If this is not possible, please tell us when you will make the payment. Also, please tell us when you will pay the remaining balance of \$601,830.52.

.../2

Canada

National Insolvency Office
9755 King George Boulevard
Surrey BC V3T 5W6

Local : 236-334-0580
Fax : 250-363-3042
Web site : canada.ca/taxes

- 2 -

As a receiver, you must collect and remit the registrant's GST/HST for the period you are acting as a receiver. You also must file the registrant's returns for any periods ending while you were acting as receiver. This includes any returns the registrant did not file for a period ending in or immediately before the fiscal year you became receiver.

For more information or clarification, please call us at (236) 334-0580.

Yours truly,



A. Wong-de Leon
Resource/Complex Case Officer

APPENDIX F
[ATTACHED]

rennie

rennie proposal_Burnaby





“When we first opened the doors as a brokerage in 1988, we called the company “Rennie and Associates”. It was important to me that the community knew that when you work with one of us you work with all of us ...as the founder, I am so proud that a collective power still defines the culture at rennie today.”

Bob Rennie

FOUNDER



about us

we are *thoughtful* real estate

rennie brings a thoughtful, trusted approach to the real estate industry, supporting our clients and communities for more than 40 years.

Founded on a people-first culture, we are proud of our long history supporting the seamless collaboration between our in-house Intelligence, Technology, Conveyance, Finance, Marketing, Brand, and Advisor teams.

Our growing teams of 130+ head office staff and 270+ advisors work seamlessly to deliver exceptional experiences and services. Together, we provide our clients with the confidence they need to make informed decisions when buying, selling, or building a home or community.

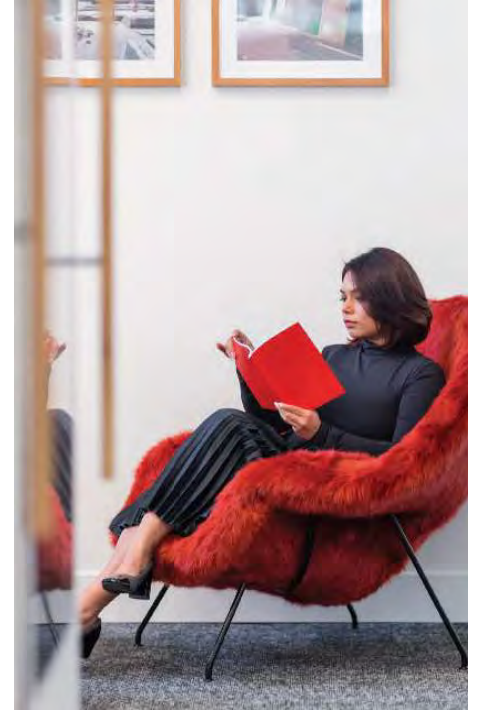




“The confidence we provide is based on over 40 years of building and nurturing strong relationships with exceptional service.”

Greg Zayadi

RENNIE PRESIDENT



about us: the rennie advantage

what makes us different

Through thoughtful guidance, market intelligence, and sales and marketing expertise, our strong connection with our clients allows us to offer a breadth, depth, and scale of service unmatched in the industry.

01

the most trusted
advisor in real estate
for over 40 years

02

our unparalleled
reach

03

always in service of
our clients

04

we're the business
banks recommend

about us: the rennie advantage

01

the most trusted
advisor in real estate

Long recognized for our vision and leadership in the real estate market, rennie has been a trusted partner and thoughtful guide in the development, marketing, and reshaping of skylines for more than 40 years.

6,142
new homes sold in
the last 3 years

\$16 billion⁺
in new home transactions

241
projects
completed

26,248
new homes transacted
in our history

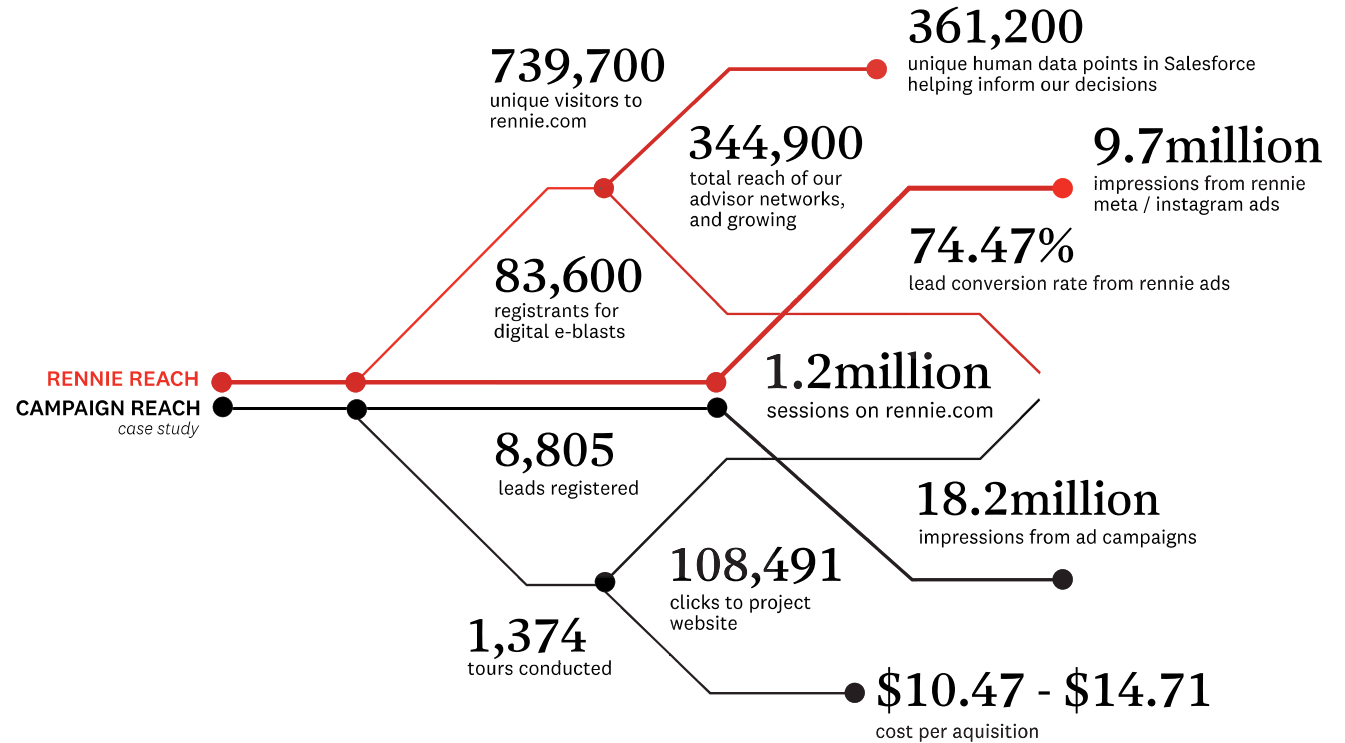
216
clients and counting

2,209
master plan homes sold

02

our unparalleled reach

Our growing team of 240+ real estate advisors and ongoing investment in digital and physical retail locations allows us to have a dominant presence in every market across Metro Vancouver. More than just a database of potential buyers, we are a trusted partner woven into the fabric of the local communities we serve.



about us: the rennie advantage

03

always in service of our clients

Our network is wide and our experience is vast but our mission is clear: everything we do is in service of our clients.

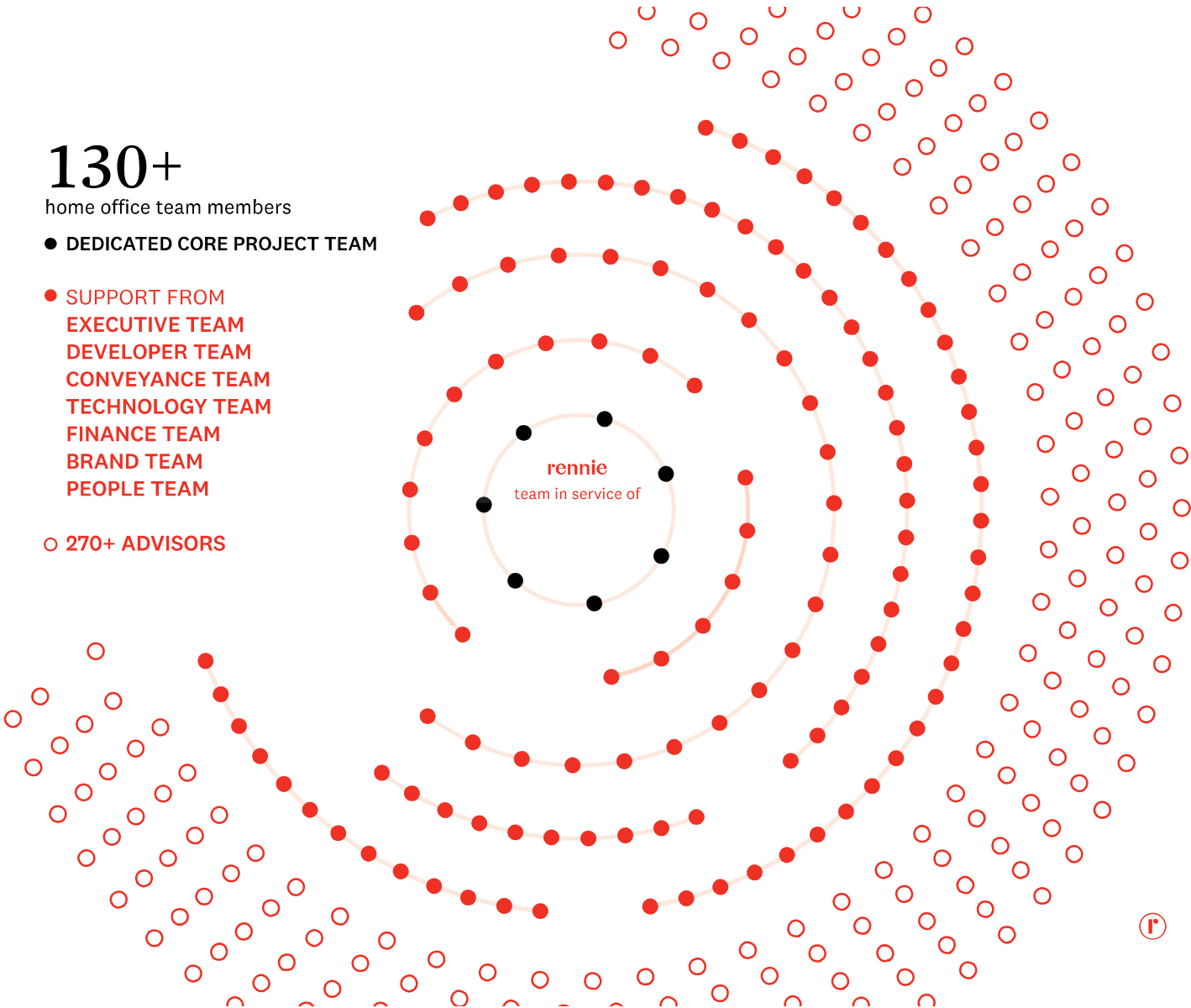
130+

home office team members

● DEDICATED CORE PROJECT TEAM

- SUPPORT FROM
- EXECUTIVE TEAM
- DEVELOPER TEAM
- CONVEYANCE TEAM
- TECHNOLOGY TEAM
- FINANCE TEAM
- BRAND TEAM
- PEOPLE TEAM

○ 270+ ADVISORS



about us: the rennie advantage

04

we're the business
banks recommend

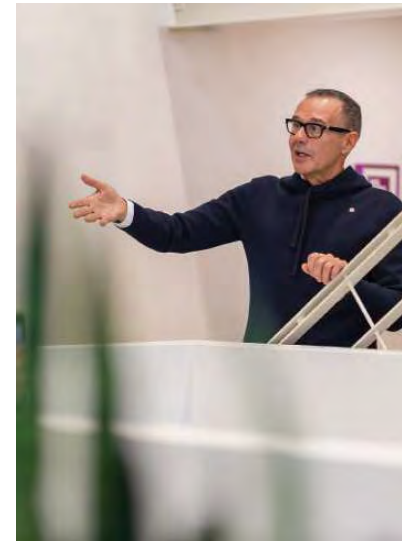
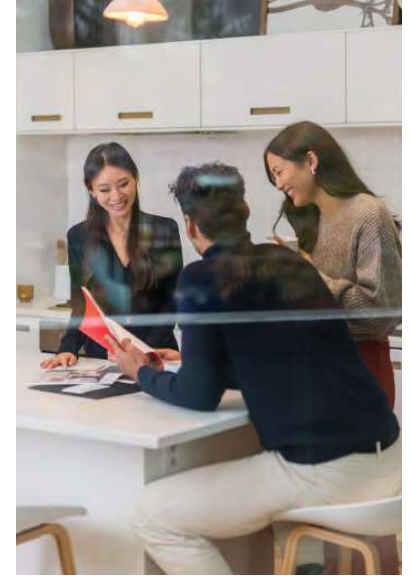
Our team of experts, including a full-stack sales and marketing team, a veteran demographer and a senior economist, provide our clients with confidence through real-time market intelligence, proprietary sales and marketing, and trusted guidance throughout their projects.

CONFIDENTIAL - FOR INTERNAL USE ONLY

10

SELECT CLIENTS

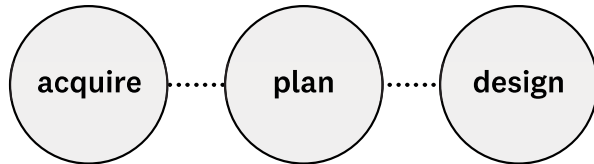
Aquilini
Beedie
Century Group
Chard
City of Kelowna
City of Vancouver
Fabric Living
Four Seasons
Great West Life
Grosvenor
Intracorp
Musqueam Capital Corp.
Oxford
PC Urban
Quadreal Property Group
Translink
Wesgroup



developer journey

PHASE 1

From the moment a client acquires land, rennie developer services is there: guiding product design, lending insight on data, and strategizing on marketing and sales.



High level overview -

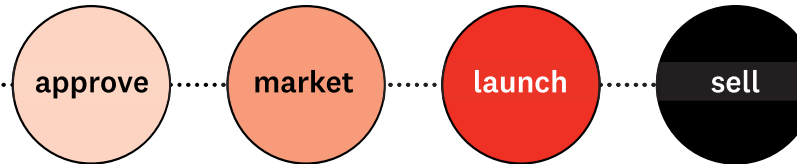
Provide targeted market insights to ensure you're making the right acquisition for your business goals.

Support and guide the planning process while selecting the right suite of consultants unique to your project.

Relying on our proprietary data-led approach, we guide your design decisions to best position your product to your target market.

PHASE 2

Once a project is approved, we build a custom project plan that drives demand and consistent engagement throughout, from the very first to very last home sold.



Supporting you as you move through the municipal approval process, refining design and creating the unique sales and marketing strategy.

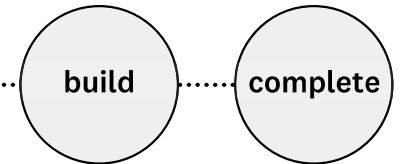
Enter the market with a considered plan in place to begin generating leads, testing responses, and creating buzz to stand out in the market.

Sales engagement sets in motion as we activate the presentation centre and refine pricing.

With clear and transparent communication, we execute on the agreed sales strategy and look for opportunities to maximize profits.

PHASE 3

Throughout the building process, our Conveyance and Project Teams ensure buyers receive clear and frequent communication, making for a smooth transition as the building completes.



We continue to sell-through remaining inventory throughout the construction phase, generating new campaigns while nurturing your relationship with purchasers.

Through a highly-systematized communications strategy, our conveyance team ensures your purchasers have everything they need for a smooth, stress-free closing as they move into their new home.



“ I’ve been a part of many teams throughout my career, but this one is truly unique. With a dedication to building strong, long-lasting relationships with our clients, each team member puts in the effort to establish trust and connection from day one. And it shows - the end result is always exceptional work.”

Samis

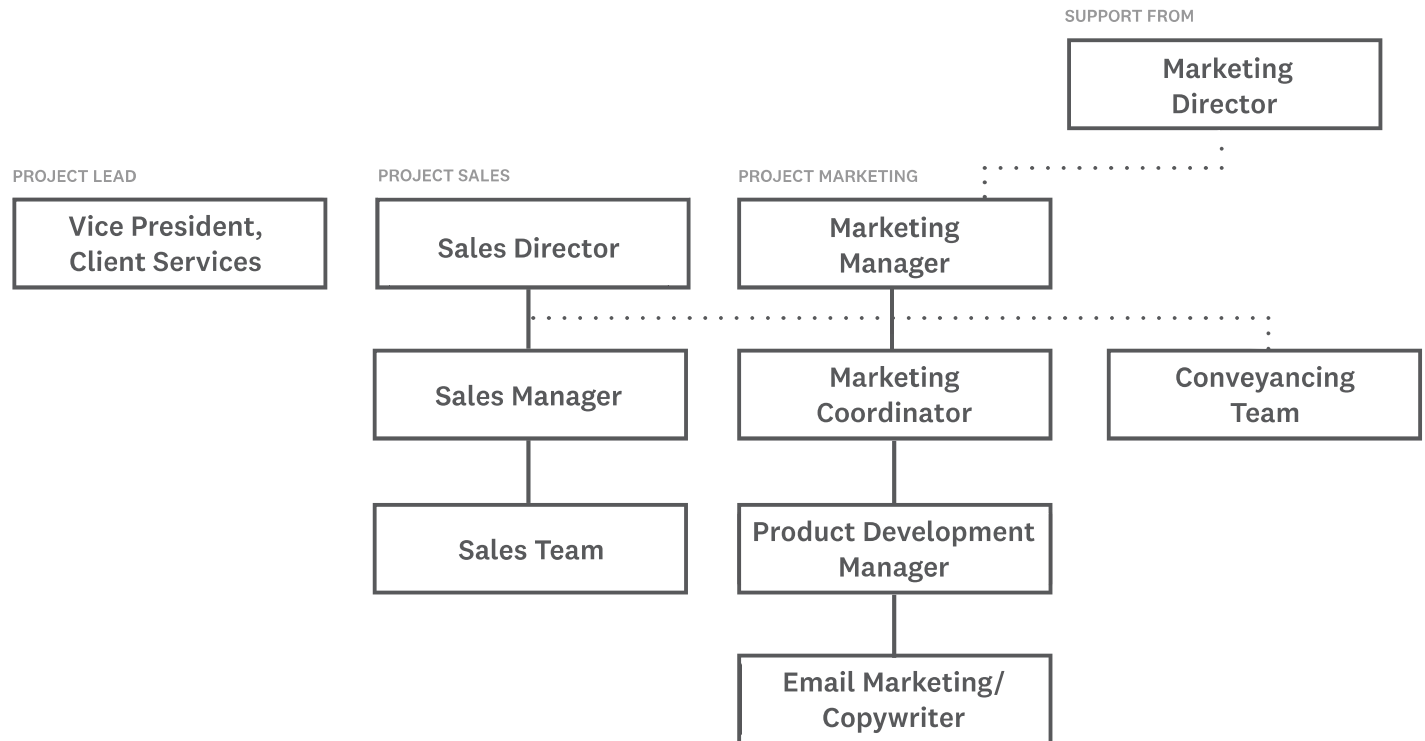
Dana Samis

SENIOR VICE PRESIDENT
MARKETING

our team

meet your project team

At rennie, each project team is tailored to meet the specific needs and goals of your project, ensuring that you have the right expertise and support at every stage of the development journey.



our leadership

leading with confidence

Our leadership team has over 250+ years of combined experience in real estate development. Leveraging our in-house data and intelligence and deep industry contacts, we guide our developer partners to create thriving communities across North America.



Bob Rennie

Founder



Kris Rennie

CEO



Greg Zayadi

President



Dana Samis

*Senior Vice President
Marketing*



Jack Bernard

*Vice President
Client Services*



Tony Zarsadias

*Vice President
Consumer Services*



James Coles

*Vice President
Sales Operations*



Andy Ramlo

*Vice President
Advisory Services*



Houtan Rafii

Managing Director



Lisa Dudley

*Senior Vice President,
People & Culture*



Ryan Berlin

*Vice President, Intelligence
Senior Economist*



Jean Whitaker

*Vice President
Brand and Communications*





“We take the job of managing our data and generating useful insights from it incredibly seriously, but we have fun while we do it.”

Ryan Berlin

VICE PRESIDENT, INTELLIGENCE &
SENIOR ECONOMIST

intelligence

our successes are built upon a backbone of data and insights that give confidence to every decision.

Our intelligence division, led by our in-house senior economist, provides analysis, insight, and strategy both internally to the rennie teams and to our development partners, as well as externally to a broad range of clients. The most fundamental aspect of this division is conducting objective, innovative, and publicly-available research.



intelligence: market snapshot

DATA AS OF OCTOBER 2024

highlights for Burnaby

There are 45 active projects in Burnaby as of October 2024, with a total of 11,605 homes, and 3,363 remain unsold (29%).

There is an estimated 45,968 homes across 100 projects that are in various stages of planning and have yet to launch.

Of these 45,968 homes, the expected product mix is as follows: 98% concrete, 1% woodframe, and 1% townhome.

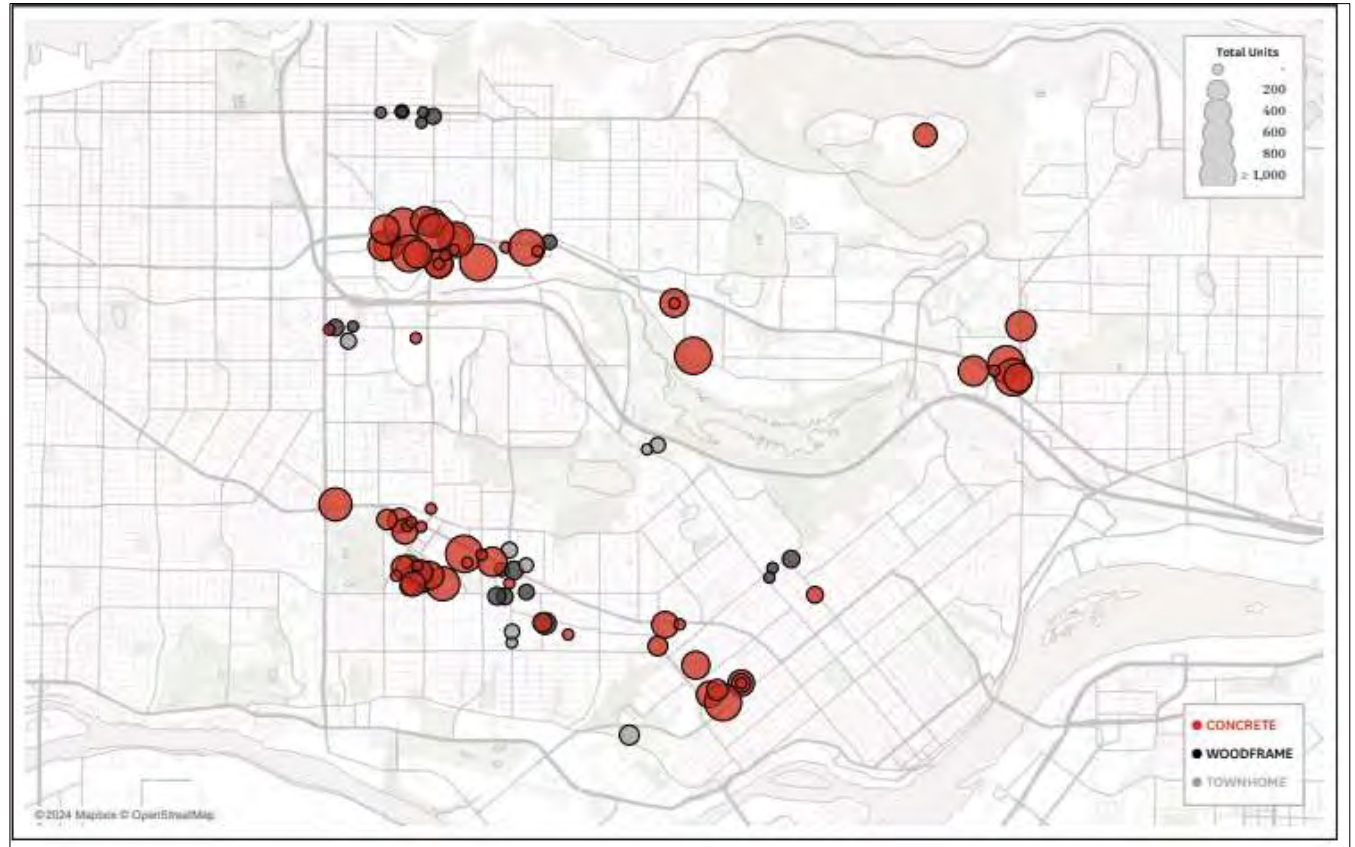
	concrete	woodframe	townhome	all types
AVERAGE PPSF <small>(ACTIVE PROJECTS)</small>	\$1,281	\$1,083	\$988	\$1,267
AVERAGE PRICE <small>(ACTIVE PROJECTS)</small>	\$973,964	\$792,682	\$1,171,680	\$973,487
AVERAGE SQFT <small>(ACTIVE PROJECTS)</small>	761	734	1,197	772
PRE-SALE COUNT <small>Q3 2024</small>	118 <small>+8% TO PAST QUARTER</small>	34 <small>+ 240% TO PAST QUARTER</small>	13 <small>+6 TO PAST QUARTER</small>	165 <small>+28% TO PAST QUARTER</small>
PROJECTS LAUNCHED <small>Q3 2024</small>	1 <small>67% TO PAST QUARTER</small>	- <small>100% TO PAST QUARTER</small>	1 <small>6% TO PAST QUARTER</small>	2 <small>100% TO PAST QUARTER</small>
RELEASED & UNSOLD <small>Q3 2024</small>	3,617 <small>+ 28% TO PAST QUARTER</small>	107 <small>- 28% TO PAST QUARTER</small>	90 <small>+ 18% TO PAST QUARTER</small>	3,814 <small>+ 23% TO PAST QUARTER</small>
UPCOMING HOMES	45,152	571	245	45,968
RESALE COUNT <small>Q3 2024</small>	-	-	-	857 <small>-13% TO PAST QUARTER</small>
RESALE INVENTORY <small>(QUARTER-END ACTIVE LISTINGS)</small>	-	-	-	1,696 <small>+ 5% TO PAST QUARTER</small>



DATA AS OF OCTOBER 2024

anticipated projects in Burnaby

UPCOMING/FUTURE PROJECTS



intelligence: market snapshot

DATA AS OF OCTOBER 2024

anticipated projects in Burnaby in development and anticipated launch timeframes

project	developer/applicant	neighbourhood	type	estimated launch	total homes
Brentwood	Shape Properties	Brentwood	Concrete	0 - 6 Months	1,845
Brentwood Block	Brosvenor	Brentwood	Concrete	0 - 6 Months	900
Brentwood Block - Phase 1 - Tower 1	Brosvenor	Brentwood	Concrete	0 - 6 Months	451
Brentwood West Phase 1	Iosa Development	Brentwood	Concrete	6 - 12 Months	472
Bassano	Soffo Developments Ltd.	Brentwood	Concrete	12 - 24 Months	928
South Yards (Phase 4) - Rez# 17-36	Anthem	Brentwood	Concrete	12 - 24 Months	532
Gilmore Place Phase 2 (Tower 5)	Inni Group of Companies	Brentwood	Concrete	12 - 24 Months	417
Gilmore Place Phase 2 (Tower 6) Rez #18-26	Inni Group of Companies	Brentwood	Concrete	12 - 24 Months	480
South Yards (Phase 3) - Rez# 20-19	Anthem	Brentwood	Concrete	12 - 24 Months	425
Buchanan West	First Capital	Brentwood	Concrete	12 - 24 Months	6,000
Brentwood West Phase 3	Iosa Development	Brentwood	Concrete	12 - 24 Months	340
Concord Brentwood - Parkside (Phase 3)	Concord Pacific	Brentwood	Concrete	12 - 24 Months	1,750
Brentwood West Phase 4	Iosa Development	Brentwood	Concrete	24+ Months	190
2300 Madison Avenue	Polygon Homes	Brentwood	Concrete	24+ Months	975
6695 Lougheed Hwy	Tachipai Singh Gupta	Brentwood	Woodframe	Upcoming/Future	20
4612 and 4650 Dawson Street	Chris Dikeakos Architects	Brentwood	Concrete	Upcoming/Future	-
Douglas Tower Brentwood	MAN Development	Brentwood	Concrete	Upcoming/Future	-
4180 Lougheed Highway	Inni Group of Companies	Brentwood	Concrete	Upcoming/Future	-
4410 Juneau St	Solterra Group of Companies	Brentwood	Concrete	Upcoming/Future	-
South Yards (Phase 2) - Rez# 17-38	Anthem	Brentwood	Concrete	Upcoming/Future	-
4587 & 4545 Juneau St	Anthem	Brentwood	Concrete	Upcoming/Future	-
3502 Lougheed Hwy	Celtic Canada Development	Brentwood	Concrete	Upcoming/Future	-
Deer Lake Mews	Hampton Enterprises	Central Burnaby	Townhome	0 - 6 Months	27
Kwasen Village	Aquilli Development	Central Burnaby	Concrete	12 - 24 Months	-
2211 and 2271 Rosser Avenue	Imacon	Central Burnaby	Concrete	12 - 24 Months	442

project	developer/applicant	neighbourhood	type	estimated launch	total homes
3737 Canada Wy & 3748 Norfolk St	Gerry Bionski Architects	Central Burnaby	Woodframe	Upcoming/Future	43
3526 Smith Ave	HNPA Architecture	Central Burnaby	Townhome	Upcoming/Future	34
3819 & 3841 Canada Way	Brownstone Group of Companies	Central Burnaby	Woodframe	Upcoming/Future	-
3300 Boundary Rd	AviSira Developments	Central Burnaby	Concrete	Upcoming/Future	-
Southgate Village	Ledingham McAlister	Edmonds	Concrete	12 - 24 Months	6,300
Southgate Village - Gateway Neighbourhood (REZ #14-26)	Ledingham McAlister	Edmonds	Concrete	12 - 24 Months	351
Highgate Tower	OpenForm Properties	Edmonds	Concrete	12 - 24 Months	357
7109 18th Ave and 7358/6076/78 18th St	Square Nine Developments Inc.	Edmonds	Concrete	12 - 24 Months	148
Southgate Village - Gateway Neighbourhood (REZ #17-07)	Ledingham McAlister	Edmonds	Concrete	12 - 24 Months	95
7330 Sixth Street	Lovick Scott Architects	Edmonds	Woodframe	24+ Months	58
7320 Canada Way	Ramcon Construction	Edmonds	Woodframe	Upcoming/Future	-
Southgate Village - Island Neighbourhood 5 (REZ #16-08)	Ledingham McAlister	Edmonds	Concrete	Upcoming/Future	352
Southgate Village (REZ #17-15)	Southgate Villages Homes LP	Edmonds	Concrete	Upcoming/Future	-
7112 Kingsway, 7236 and 7248 Salisbury Avenue	ZGF Architects Inc.	Edmonds	Concrete	Upcoming/Future	-
7201 11th Avenue	Ledingham McAlister	Edmonds	Concrete	Upcoming/Future	-
7629 7639 6th St and 7873 14th Ave	Sodiki Real Estate Group	Edmonds	Concrete	Upcoming/Future	45
7753 7767 Edmonds Street	Moody Park Homes Ltd	Edmonds	Woodframe	Upcoming/Future	-
6070 Canada Way and 4951 Claude Avenue	Derek Ventar Architectural Design	Edmonds	Townhome	Upcoming/Future	-
Burnaby Lake Heights Phase 1	Create Properties	Lougheed	Concrete	6 - 12 Months	440



DATA AS OF OCTOBER 2024

summary report for all pre-sale inventory in Burnaby





“It’s making sure that our connections are authentic. From those authentic connections, we build trust. And that is irreplaceable.”

Jack Bernard

VICE PRESIDENT
CLIENT SERVICES

what our clients are saying



Jordan Prior

**VICE PRESIDENT
PROJECT MARKETING
AT GROSVENOR**

“As the Vice President of Project Marketing at Grosvenor, I am extremely impressed with the level of professionalism and expertise rennie provides particularly when it comes to their focus on high-end residential towers in downtown Vancouver.

The rennie team delivers quality insights and a highly strategic approach to sales and marketing. Their sales performance at The Pacific has exceeded the competition in the downtown Vancouver market and their sales numbers have outperformed other standing inventory. The results rennie has delivered align with Grosvenor's brand standards which have led to successful campaigns that we have been very pleased with.

If you're looking for a trusted and experienced partner to help you navigate the competitive downtown market in Vancouver, I strongly recommend rennie. Their professional level of service and performance in the real estate industry is unmatched.”

what our clients are saying



AQUILINI

Linda Broda

VICE PRESIDENT
SALES AND MARKETING
AQUILINI DEVELOPMENT

“The team’s expertise and compassion are important to us as we take strides forward with our new indigenous-led masterplan developments.

They have joined us in taking on the responsibility to educate the real estate community on the merits and value of leasehold. Partnering with rennie for over 20 years is a testament to a relationship based on the alignment of our core values.”

what our clients are saying



Sean Hodgins

**PRESIDENT OF
CENTURY GROUP**

“Our success has been made possible by the data-driven approach to marketing and sales provided by rennie. I have been consistently impressed by the depth and breadth of their team.”

what our clients are saying



FORME
DEVELOPMENT

Damon Chan

**OWNER
FORME DEVELOPMENT**

“As a boutique developer, growing our brand is a priority and it was important for us to partner with a marketing firm that could provide the same level of care and attention to detail as a larger company. That's why we chose rennie to work on our Westside boutique townhome project. From the start, it was clear that rennie was the right fit for our team. They brought a level of expertise and luxury branding to our project that exceeded our expectations.

But what really set rennie apart was the care and attention to detail of their project team. Each person made sure to take the time to understand our vision and helped bring it to life in a way that exceeded our expectations.”

case studies

Amazing Brentwood

Achieving 1,380 homes sold within 14 months.

opportunities - Create a new placemaking landmark that would redefine the Brentwood neighbourhood. By crafting a name that is both striking and straightforward— "Amazing"—lay the foundation for community success and a preview of what lies ahead. This community will bring 11 towers, it was crucial to establish a strong master planned strategy for marketing and sales that would carry through various phases and towers. A 15,000 SF Presentation Centre serves as the main sales arena, offering a retail experience with daily delivery of cupcakes, coffee and flowers to animate the expansive space.

Challenges - As an emerging developer, Shape Properties turned to rennie to cultivate the developer's image and underscore its solid financial backing from pension funds. rennie strategically championed the 8 fundamentals of the Amazing Brentwood, positioning them as distinctive features that would surpass any future developments in the area. As a newcomer in the industry, rennie successfully built the developer's standing within the realtor community, fostering a robust following that sustained momentum from the initial release to the third release.

results - An amazing achievement of 1,380 homes sold within 14 months of launch, firmly cementing the foundation and instilling confidence in the vision of the masterplan community. The success of the Amazing Brentwood laid a foundation for Shape Properties' brand in the market which carried into their subsequent projects in Coquitlam and Richmond, showcasing the enduring impact of the Amazing Brentwood's success on the developer's overall reputation and future endeavors.

CLIENT
Shape Properties

PRODUCT TYPE
Concrete One: 62-storey, Two - 62-storey, Three - 54-storey

NUMBER OF HOMES
One: 291, Two: 563, Three: 526

LOCATION
Burnaby

SALES START
June 2014

PPSF
One: \$611, Two: \$592,
Three: \$676

HOW WE EXCEEDED EXPECTATIONS
Amazing Brentwood achieved a 13% PSF increase and sold 1,100 more homes than the closet competitor over the same time period.



case studies

Century City

Creating value with brand storytelling.

opportunities - Century Group enlisted the services of rennie to oversee the sales and marketing programming for a concrete tower situated in Surrey City Centre, boasting an integrated residential space, a food hall, and on-site retail amenities. Notably, the project includes a distinctive, custom-built presentation center, setting the stage for a compelling and immersive buyer experience.

strategies - The presence of considerable market competition in Surrey, spearheaded by reputable developers, prompted the rennie team to craft a compelling brand narrative with an innovative agricultural theme. This thematic approach not only complemented the project's amenity programming but also unified the green house inspired design of the presentation center and overall storytelling, effectively distinguishing the project from its competitors. Additionally, navigating high-interest rates and market volatility presented a significant challenge that required astute market positioning and strategic planning.

results - Capitalizing on the created momentum leading up to the launch, the team achieved exceptional sales success, selling over 40% of the tower within the first three months of its launch. During the tempo campaign, continuous revisions and refreshing of the brand creatives played a pivotal role in maintaining buyer and realtor engagement. As a result, the campaigns consistently generated new leads and conversions throughout the tempo stage. Building on the success of the Southwest Tower, Century Group expressed its continued collaboration with rennie for their upcoming tower at Century City.

CLIENT

Century Group

PRODUCT TYPE

Concrete 39-storey tower

NUMBER OF HOMES

409 homes
1, 2 bedroom condos
& townhomes

LOCATION

Surrey

SALES START

May 2022

PPSF

\$1,057

HOW WE EXCEEDED EXPECTATIONS

**Over 40% sold within
3 months of launch.**



case studies

King George Hub

885 homes sold within 9 months.

opportunities - rennie helped PCI Developments, a developer mainly focused in office, commercial, and rental sectors, to build and sell market condos as part of the King George Hub masterplan community. rennie was asked to maximize profits while keeping a consistent cadence of sales, a balance between fast absorptions and profitability.

strategies - At the onset of the development process, rennie helped with the financial feasibility analysis supported by the voice of the market - determining the best product for the site including interior and amenity design.

Both phases of King George Hub's residential portion were sold just after a market downturn during the 2020 pandemic. rennie created a robust marketing campaign to cut through the noise amongst the competition and drew attention to the project. We monitored transactions and market conditions closely and increased revenue where possible to maximize sales revenue for both towers.

results - Together with PCI, we recognized the opportunity and were a trailblazer intiming. rennie was able to sell through over 880 homes within 9 months, while helping the client generate more \$2.88M more in revenue than planned.

CLIENT

PCI Developments

PRODUCT TYPE

2 concrete high-rise towers

NUMBER OF HOMES

885 - 1 & 2 bedroom condos

LOCATION

Surrey Masterplan Community

SALES START

Novemeber 2020

PPSF

\$864

MARKET AVERAGE

	2020	2021
resale	\$513/SF	\$625/SF
presale	\$815/SF	\$848/SF

KEY METRICS

**8.08% sales conversion rate
from registrations
\$2,174 cost per sale
(0.41% of total revenue)**



case studies

The Pacific

Consistently achieving sales goals in the ever-changing luxury market.

opportunities - rennie has an ongoing partnership with the developer in various projects and were able to consistently meet their goals. In 2017, rennie launched The Pacific and worked through the market fluctuations through various stages.

strategies - rennie consistently met the developer's sales goals with robust and evolving marketing & sales campaigns. Transitioning from a 12-month launch phase to achieve financing targets, to running tempo campaigns over 36 months to moving into an in-building program, we worked alongside Grosvenor to sell through the entire building. The marketing campaign was strategically adjusted to transition from early investors to end-users towards completion of the project.

results - In November 2017, rennie brought the project to market in downtown Vancouver at \$2,029/SF and sold 94 homes with a total volume of \$165.6M in 2 months. The average home price achieved was \$1.76M. Out of all the agencies who participated, rennie advisors sold the most amount of homes and achieved a PPSF of \$2,040/SF (4.3% higher than other agencies) while achieving higher average home prices.

CLIENT

Grosvenor

PRODUCT TYPE

39-storey concrete high rise

NUMBER OF HOMES

224 1,2,3,4 bedroom homes & townhomes

LOCATION

Downtown Vancouver

SALES START

November 2017

PPSF

\$1,946

MARKET AVERAGE

	sales start	Dec 2022
resale	\$1,242/SF	\$1,089/SF
presale	\$1,820/SF	\$2,133/SF

KEY METRICS

Achieved 11.5% higher than average presale PPSF in the first 3 months off launch.





“Together, we turn the page with everything we need to create the future: systems to make us strong, data to make us sure, and solid planning to inspire us to create the best work.”

James Coles

**VICE PRESIDENT
SALES OPERATIONS**



“New technology is implemented, new divisions are added, and markets continue to ebb and flow — but the consistency and character remain the same in all that we do.”

Kris Rennie

CEO



rennie

Thank you

APPENDIX G
[ATTACHED]

TO

Noah Goldstein
220 Bay St. Suite 1300
Toronto, ON M5J 2W4
ngoldstein@ksvadvisory.com

FROM

Jack Bernard
110-1650 West 1st Ave
Vancouver, BC V6J 1G1
jbernard@rennie.com

DATE

January 9, 2025



HIGHLINE – 6511 Sussex Ave, Burnaby, BC V5H 0K5

KSV Advisory has asked rennie to provide an opinion of value, measured on a per square foot (PSF) saleable condo price basis, for the project 'Highline, which is located to the South of Metrotown Mall, at 6511 Sussex Ave, Burnaby BC; more specifically 'Metrotown'.

It is with great pleasure that we are considered to support the continued sales and marketing of Highline in the Metrotown neighbourhood of Burnaby. With our extensive experience in the area including this project specifically we appreciate the opportunity to work with you on this unique situation of stabilization while working through the receivership process. With our deep experience of working on projects in the Greater Vancouver region and our added value to support KSV Advisory, we trust that our experience can achieve your goals.

PROVEN RESULTS

Our deep understanding of the real estate market from a residential condo landscape, paired with our pragmatic marketing approach, allows us to provide you with expert guidance and risk management supported by data. By establishing a highly collaborative process from the outset, we enhance the value of your project starting with product design and encompassing floorplan layouts, interior design, and marketing and sales strategies.

TEAM WIDE & DEEP

When working with rennie, you will have more horsepower behind your project than any other marketing and sales firm. A team of professionals, best fit for the project, will be a part of the process from beginning to end from our executive leadership team and our sales & marketing professionals to over 270 in-house agents supporting the project.

INSTITUTIONAL STANDARDS

rennie's vision was to become the firm that banks recommend, and this is where we are now. As a data-driven company, our marketing and sales systems are underpinned by our significant investment in Salesforce and Tableau, which enable us to provide you with unparalleled, real-time insights on your project's success and empower you to adapt to shifting market conditions throughout the sales program.

RELATIVE EXPERIENCE

With a variety of receivership sales experience our teams are well educated to serve KSV Advisory through the challenging landscape of Highline's receivership. rennie has assisted in the stabilization and sales of multiple receivership scenarios ranging from 24 homes at 'The Carleton' in North Burnaby to one of the city's largest receiverships in 'The Village on False Creek'. The expertise needed to navigate valuation and managing public perception is a skill we confidently bring to the table in these trying situations.



DATA-CENTRIC & RELATIONSHIP FOCUSED

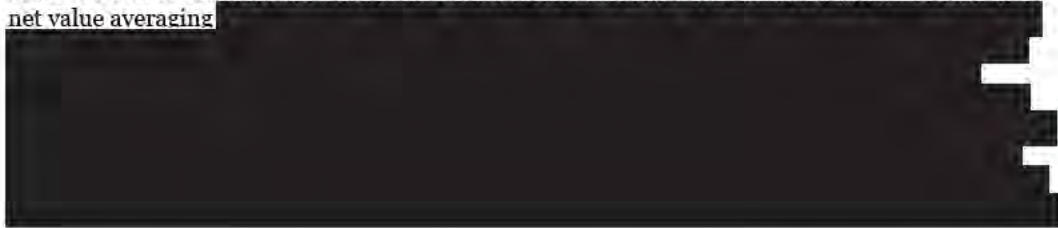
rennie's approach to marketing and sales is characterized by a comprehensive, data-driven strategy tailored to the unique needs of each project. We collaborate closely with our intel team to conduct thorough reporting which helps us identify key target markets such as end-users and investors. This collaboration guides our overall project marketing direction.

Our process leverages detailed market data, sales trends, and insights to inform both our sales and marketing strategies. By analyzing supply, market data and emerging design trends, we ensure that our strategies align with current market demands and preferences. This meticulous approach allows us to craft targeted marketing campaigns that resonate with the right audiences, effectively showcasing the project's unique value proposition and setting the stage for a successful sales campaign.

We also place a high value on building strong relationships. With over 270 in-house advisors and a robust database of realtors, rennie excels in nurturing relationships and gathering real-time market feedback. This extensive network enables us to create tailored sales campaigns and respond dynamically to market needs, positioning each project for success in the lower mainland.

THE CURRENT HIGHLINE SALES CONTEXT

Prior to news of the receivership, rennie's sales efforts through 2024 achieved 41 homes sold at a net value averaging



Highline 2024 Sales

	Price Min	Price Max	Avg Price	\$/SF Min	\$/SF Max	Avg \$/SF	No. Sales
1 bed	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
2bed	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
3bed	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

* The above table represents the net values and home sales achieved from Jan 1, 2024, through Dec 31, 2024
 ** A comprehensive appendix has been supplied to extrapolate this data on a home-by-home basis

HIGHLINE RELATIVE TO METROTOWN & BURNABY



THE BURNABY MULTI-FAMILY SALES CONTEXT

Through 2024 Burnaby saw 690 Concrete Condos sold.

On average these homes sold for \$1130 PSF, inclusive of GST or approximately \$1056 PSF net of taxes and realtors commissions. These homes had an average size of 742 SF of interior square footage and transacted at an average per door price of \$800,192.

Burnaby 2024 Sales

	Price Min	Price Max	Avg Price	\$/SF Min	\$/SF Max	Avg \$/SF	No. Sales
Studio	\$465,000	\$475,000	\$469,629	\$1,157	\$1,181	\$1,172	3
1-bed	\$425,000	\$800,900	\$648,300	\$874	\$1,390	\$1,167	276
2-bed	\$640,000	\$1,345,000	\$891,418	\$734	\$1,408	\$1,085	338
3-bed	\$829,000	\$3,200,000	\$1,191,419	\$734	\$1,783	\$1,096	73

** A comprehensive appendix has been supplied to extrapolate this data on a home-by-home basis

When narrowing the geographic search, whilst maintaining like parameters, to the 'Metrotown' subarea the number of sales through 2024 dropped to 179 Concrete Condos sold.

Metrotown 2024 Sales

	Price Min	Price Max	Avg Price	\$/SF Min	\$/SF Max	Avg \$/SF	No. Sales
1-bed							
2-bed							
3-bed							

** A comprehensive appendix has been supplied to extrapolate this data on a home-by-home basis

As of January 7th, 2025 Burnaby has 350 **active** concrete condos currently for sale within the above search criteria, currently averaging \$1154 PSF or a relative value of approximately \$1079 PSF net of taxes and commissions.

Current Burnaby Listings

	List Price Min	List Price Max	Avg List Price	List \$/SF Min	List \$/SF Max	Avg List \$/SF	No. Listings
Studio	\$538,000	\$1,240,000	\$912,760	\$1,198	\$1,494	\$1,310	5
1-bed	\$530,000	\$1,191,710	\$681,058	\$866	\$1,825	\$1,203	109
2-bed	\$649,000	\$2,298,000	\$960,369	\$777	\$1,785	\$1,116	187
3-bed	\$979,000	\$3,288,000	\$1,406,909	\$940	\$1,607	\$1,199	48
4-bed	\$1,299,000	\$1,299,000	\$1,299,000	\$940	\$940	\$940	1

** A comprehensive appendix has been supplied to extrapolate this data on a home-by-home basis

As of January 7th, 2025 Metrotown, specifically, has 106 **active** concrete condos currently for sale within the above search criteria, currently averaging

Current Metrotown Listings

	List Price Min	List Price Max	Avg List Price	List \$/SF Min	List \$/SF Max	Avg List \$/SF	No. Listings
Studio							
1-bed							
2-bed							
3-bed							

** A comprehensive appendix has been supplied to extrapolate this data on a home-by-home basis

OPINION OF VALUE

In order to approach a net value to sell the remaining 119 homes at Highline we must look at many factors: Quality of Build, Location, Relative Competitive Pricing, Volumes of Homes Sold and For Sale in the Region, Market Conditions, Public Perception of the Developer's Reputation for Quality and Public Perception of Receivership. With over a Decade of Experience in Receivership Sales we understand the sensitive nature of this analysis along with the continued efforts required for sales to transact.

Highline's 119 homes would bring Burnaby's total Active homes, of like kind, up to 469 and would account for 25% of all homes for sale in Burnaby on MLS. Further to that, Highline's 119 homes would bring Metrotown's total Active homes, of like kind, up to 225 and would account for 52% of all homes for sale in Metrotown on MLS.

In addition to the above numbers there is a current reported 3,578 homes actively for sale in presale developments in Burnaby; these projects are generally not represented on MLS. 1503 of these available presale homes are in Metrotown specifically.

*Report noted is added as appendices

There are a reported 44,614 homes in application yet to come to market but are expected in the coming years in Burnaby with 5693 of these in Metrotown specifically.

*Report noted is added as appendices

Based on an examination of the data above; as well as consideration of both broader macroeconomic and demographic factors, we see a PSF baseline value for saleable multi-family space at Highline of [REDACTED] as constituting a needed overall net value to successfully sell through the 119 remaining homes at Highline.

To note: in order to achieve the above recommended pricing significant deficiency work, including but not limited to installation of blinds, paint touch ups, etc in most homes. Blinds per home is estimated at \$5,000 / home. In total we would require an approximate, additional estimated budget of \$7,500 - \$8,500 / home or \$892,500 - \$1,011,500 for these repairs.

Appendices Below:

APPENDIX A

HIGHLIGHT 2024 SALES

REDACTED

APPENDIX B

BURNABY 2024 SALES

&

Metrotown 2024 SALES Highlighted

REDACTED

APPENDIX C

BURNABY ACTIVE LISTINGS

&

Metrotown ACTIVE LISTINGS Highlighted

REDACTED

APPENDIX D

ZONDA REPORTS SHOWING ACTIVE &
CONTEMPLATED BURNABY PROJECTS & # OF
HOMES UNSOLD OR CONTEMPLATED

&

ZONDA REPORTS SHOWING ACTIVE &
CONTEMPLATED METROTOWN SPECIFIC
PROJECTS & # OF HOMES UNSOLD OR
CONTEMPLATED

REDACTED

APPENDIX E

CURRENT HIGHLINE PRICING

&

RECOMMENDED HIGHLINE PRICING (RED)

REDACTED

APPENDIX H
[ATTACHED]

DECLARATION(S) ATTACHED



Land Title Act
Freehold Transfer
Province of British Columbia

NEW WESTMINSTER LAND TITLE OFFICE
NOV 26 2024 17:05:08.130
CB1732198

1. Application

Document Fees: \$81.27

Michael Blackwell, Lawyer, Fulton & Company LLP
300 - 350 Lansdowne Street
Kamloops BC V2C 1Y1
250-372-5542

078627-0002/MAB/jlb

2. Description of Land

PID/Plan Number Legal Description

032-077-564 STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9597

Market Value

\$2,829,577.46

3. Consideration

\$2,829,577.46

4. Transferor(s)

6511 SUSSEX HEIGHTS DEVELOPMENT LTD., NO.BC1067371

5. Freehold Estate Transferred

FEE SIMPLE

6. Transferee(s)

1506956 B.C. LTD.
1250 ROGERS WAY
KAMLOOPS BC V1S 1N5

BC1506956



Land Title Act
Freehold Transfer
Province of British Columbia

7. Execution(s)

The transferor(s) accept(s) the above consideration and understand(s) that the instrument operates to transfer the freehold estate in the land described above to the transferee(s).

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

RYAN M. KLASSEN
Barrister & Solicitor
700 - 401 WEST GEORGIA STREET
VANCOUVER BC V6B 5A1

YYYY-MM-DD

2024-11-20

**6511 SUSSEX HEIGHTS
DEVELOPMENT LTD.**
By their Authorized Signatory

Print: Daljit Thind

TEL: (604) 682-3664

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Angela Giovanna
Tenisci 7Q5QS8**

**Digitally signed by
Angela Giovanna Tenisci
7Q5QS8
Date: 2024-11-26
14:59:02 -08:00**



I have in my possession a Form F, Certificate of Payment under the Strata Property Act, that is for the Strata lot(s) specified in the accompanying document or in the related document noted above. I confirm that the Form F is current for the purposes of Section 115(2) of the Strata Property Act and that it has been signed on behalf of the Strata Corporation. The Form F states that no money is owing to the strata corporation or where money is owing, that the provisions of Section 114, Strata Property Act, have been met or that arrangements satisfactory to the strata corporation have been made to pay the money owing.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that</p> <ul style="list-style-type: none"> (a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or (b) You are a designate authorized to certify this application under section 168.4 of the <i>Land Title Act</i>, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately. 	<p>Angela Giovanna Tenisci 7Q5QS8</p> <p>Digitally signed by Angela Giovanna Tenisci 7Q5QS8 Date: 2024-11-26 15:00:37 -08:00</p>
--	--

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

DECLARATION(S) ATTACHED



Land Title Act
Freehold Transfer
Province of British Columbia

NEW WESTMINSTER LAND TITLE OFFICE
NOV 26 2024 17:05:08.031
CB1732165

1. Application

Document Fees: \$81.27

Michael Blackwell, Lawyer, Fulton & Company LLP
300 - 350 Lansdowne Street
Kamloops BC V2C 1Y1
250-372-5542

078627-0002/MAB/jlb

2. Description of Land

PID/Plan Number Legal Description

032-077-751 STRATA LOT 10 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598

Market Value

\$1,149,119.21

3. Consideration

\$1,149,119.21

4. Transferor(s)

6511 SUSSEX HEIGHTS DEVELOPMENT LTD., NO.BC1067371

5. Freehold Estate Transferred

FEE SIMPLE

6. Transferee(s)

1506956 B.C. LTD.
1250 ROGERS WAY
KAMLOOPS BC V1S 1N5

BC1506956



Land Title Act
Freehold Transfer
Province of British Columbia

7. Execution(s)

The transferor(s) accept(s) the above consideration and understand(s) that the instrument operates to transfer the freehold estate in the land described above to the transferee(s).

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

RYAN M. KLASSEN
Barrister & Solicitor
700 - 401 WEST GEORGIA STREET
VANCOUVER BC V6B 5A1

YYYY-MM-DD

2024-11-20

**6511 SUSSEX HEIGHTS
DEVELOPMENT LTD.**
By their Authorized Signatory

Print: Daljit Thind

TEL: (604) 682-3664

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Angela Giovanna
Tenisci 7Q5QS8**

**Digitally signed by
Angela Giovanna Tenisci
7Q5QS8
Date: 2024-11-26
14:15:48 -08:00**



I have in my possession a Form F, Certificate of Payment under the Strata Property Act, that is for the Strata lot(s) specified in the accompanying document or in the related document noted above. I confirm that the Form F is current for the purposes of Section 115(2) of the Strata Property Act and that it has been signed on behalf of the Strata Corporation. The Form F states that no money is owing to the strata corporation or where money is owing, that the provisions of Section 114, Strata Property Act, have been met or that arrangements satisfactory to the strata corporation have been made to pay the money owing.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that</p> <ul style="list-style-type: none"> (a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or (b) You are a designate authorized to certify this application under section 168.4 of the <i>Land Title Act</i>, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately. 	<p>Angela Giovanna Tenisci 7Q5QS8</p> <p>Digitally signed by Angela Giovanna Tenisci 7Q5QS8 Date: 2024-11-26 14:16:42 -08:00</p>
--	--

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

APPENDIX I
[ATTACHED]

The requested title search results are displayed below.



2024-12-20 10:45:15

Title Search Results

Requestor: Peggy Cheung

File Reference: 074357.57

119 search results found in Land Title District: All Land Title Districts

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

Title Number	Land Title District	Status	Parcel Identifier	Short Legal Description
CB956264	New Westminster	REGISTERED	032-078-307	S/EPS9599/////1
CB956265	New Westminster	REGISTERED	032-078-315	S/EPS9599/////2
CB956266	New Westminster	REGISTERED	032-078-323	S/EPS9599/////3
CB956267	New Westminster	REGISTERED	032-078-331	S/EPS9599/////4
CB956268	New Westminster	REGISTERED	032-078-340	S/EPS9599/////5
CB956269	New Westminster	REGISTERED	032-078-358	S/EPS9599/////6
CB956270	New Westminster	REGISTERED	032-078-366	S/EPS9599/////7
CB956271	New Westminster	REGISTERED	032-078-374	S/EPS9599/////8
CB956272	New Westminster	REGISTERED	032-078-382	S/EPS9599/////9
CB956283	New Westminster	REGISTERED	032-078-498	S/EPS9599/////20
CB956379	New Westminster	REGISTERED	032-079-451	S/EPS9599/////116
CB956397	New Westminster	REGISTERED	032-079-630	S/EPS9599/////134
CB956400	New Westminster	REGISTERED	032-079-664	S/EPS9599/////137
CB956409	New Westminster	REGISTERED	032-079-753	S/EPS9599/////146
CB956425	New Westminster	REGISTERED	032-079-915	S/EPS9599/////162
CB956427	New Westminster	REGISTERED	032-079-931	S/EPS9599/////164
CB956436	New Westminster	REGISTERED	032-080-026	S/EPS9599/////173
CB956441	New Westminster	REGISTERED	032-080-077	S/EPS9599/////178
CB956450	New Westminster	REGISTERED	032-080-166	S/EPS9599/////187
CB956459	New Westminster	REGISTERED	032-080-255	S/EPS9599/////196
CB956461	New Westminster	REGISTERED	032-080-271	S/EPS9599/////198
CB956468	New Westminster	REGISTERED	032-080-344	S/EPS9599/////205
CB956470	New Westminster	REGISTERED	032-080-361	S/EPS9599/////207
CB956473	New Westminster	REGISTERED	032-080-395	S/EPS9599/////210
CB956479	New Westminster	REGISTERED	032-080-450	S/EPS9599/////216
CB956480	New Westminster	REGISTERED	032-080-468	S/EPS9599/////217
CB956481	New Westminster	REGISTERED	032-080-476	S/EPS9599/////218
CB956482	New Westminster	REGISTERED	032-080-484	S/EPS9599/////219
CB956485	New Westminster	REGISTERED	032-080-514	S/EPS9599/////222
CB956486	New Westminster	REGISTERED	032-080-522	S/EPS9599/////223
CB956487	New Westminster	REGISTERED	032-080-531	S/EPS9599/////224
CB956488	New Westminster	REGISTERED	032-080-549	S/EPS9599/////225

CB956491	New Westminster	REGISTERED	032-080-573	S/EPS9599/////228
CB956494	New Westminster	REGISTERED	032-080-603	S/EPS9599/////231
CB956495	New Westminster	REGISTERED	032-080-611	S/EPS9599/////232
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CB956500	New Westminster	REGISTERED	032-080-662	S/EPS9599/////237
CB956504	New Westminster	REGISTERED	032-080-701	S/EPS9599/////241
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CB956515	New Westminster	REGISTERED	032-080-816	S/EPS9599/////252
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CB956517	New Westminster	REGISTERED	032-080-832	S/EPS9599/////254
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CB956519	New Westminster	REGISTERED	032-080-859	S/EPS9599/////256
CB956520	New Westminster	REGISTERED	032-080-867	S/EPS9599/////257
CB956521	New Westminster	REGISTERED	032-080-875	S/EPS9599/////258
CB956522	New Westminster	REGISTERED	032-080-883	S/EPS9599/////259
CB956523	New Westminster	REGISTERED	032-080-891	S/EPS9599/////260
CB956524	New Westminster	REGISTERED	032-080-905	S/EPS9599/////261
CB956527	New Westminster	REGISTERED	032-080-930	S/EPS9599/////264
CB956529	New Westminster	REGISTERED	032-080-956	S/EPS9599/////266
CB956530	New Westminster	REGISTERED	032-080-964	S/EPS9599/////267
CB956533	New Westminster	REGISTERED	032-080-999	S/EPS9599/////270
CB956534	New Westminster	REGISTERED	032-081-006	S/EPS9599/////271
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CB956536	New Westminster	REGISTERED	032-081-022	S/EPS9599/////273
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CB956539	New Westminster	REGISTERED	032-081-057	S/EPS9599/////276
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CB956549	New Westminster	REGISTERED	032-081-154	S/EPS9599/////286
CB956550	New Westminster	REGISTERED	032-081-162	S/EPS9599/////287
CB956551	New Westminster	REGISTERED	032-081-171	S/EPS9599/////288
CB956554	New Westminster	REGISTERED	032-081-201	S/EPS9599/////291
CB956557	New Westminster	REGISTERED	032-081-235	S/EPS9599/////294
CB956559	New Westminster	REGISTERED	032-081-251	S/EPS9599/////296
CB956560	New Westminster	REGISTERED	032-081-260	S/EPS9599/////297

CB956561	New Westminster	REGISTERED	032-081-278	S/EPS9599/////298
CB956562	New Westminster	REGISTERED	032-081-286	S/EPS9599/////299
CB956563	New Westminster	REGISTERED	032-081-294	S/EPS9599/////300
CB956564	New Westminster	REGISTERED	032-081-308	S/EPS9599/////301
CB956565	New Westminster	REGISTERED	032-081-316	S/EPS9599/////302
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CB956567	New Westminster	REGISTERED	032-081-332	S/EPS9599/////304
CB956568	New Westminster	REGISTERED	032-081-341	S/EPS9599/////305
CB956569	New Westminster	REGISTERED	032-081-359	S/EPS9599/////306
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CB956574	New Westminster	REGISTERED	032-081-405	S/EPS9599/////311
CB956575	New Westminster	REGISTERED	032-081-413	S/EPS9599/////312
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CB956577	New Westminster	REGISTERED	032-081-430	S/EPS9599/////314
CB956578	New Westminster	REGISTERED	032-081-448	S/EPS9599/////315
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CB956581	New Westminster	REGISTERED	032-081-472	S/EPS9599/////318
CB956582	New Westminster	REGISTERED	032-081-481	S/EPS9599/////319
CB956583	New Westminster	REGISTERED	032-081-499	S/EPS9599/////320
CB956584	New Westminster	REGISTERED	032-081-502	S/EPS9599/////321
CB956585	New Westminster	REGISTERED	032-081-511	S/EPS9599/////322
CB956586	New Westminster	REGISTERED	032-081-529	S/EPS9599/////323
CB956587	New Westminster	REGISTERED	032-081-537	S/EPS9599/////324
CB956588	New Westminster	REGISTERED	032-081-545	S/EPS9599/////325
CB956589	New Westminster	REGISTERED	032-081-553	S/EPS9599/////326
CB956590	New Westminster	REGISTERED	032-081-561	S/EPS9599/////327
CB956592	New Westminster	REGISTERED	032-081-588	S/EPS9599/////329
CB956594	New Westminster	REGISTERED	032-081-600	S/EPS9599/////331
CB956595	New Westminster	REGISTERED	032-081-618	S/EPS9599/////332

Charge Number	Land Title District	Status	Nature of Interest
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No charges for selected owner name.

APPENDIX J
[ATTACHED]

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

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

RESPONDENTS

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

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

ORDER MADE AFTER APPLICATION

AMENDED AND RESTATED RECEIVERSHIP ORDER

BEFORE } THE HONOURABLE JUSTICE MASUHARA } ~~2024~~2025/1201/1320

ON THE APPLICATION of ~~the Petitioner for an Order pursuant to Section 243(1) of the~~
~~Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the “BIA”) and Section 39 of~~
~~the Law and Equity Act, R.S.B.C. 1996 c. 253, as amended (the “LEA”)~~ appointing KSV
Restructuring Inc. (“KSV”), in its capacity as receiver (in such capacity, the “Receiver”),

without security, of the property described in Appendix A to this Order (the “**Lands**”) and all right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, and Minoru View Homes Ltd. (~~the “**Debtors**”~~) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands, including all proceeds, coming on for hearing this day at 800 Smithe Street, Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Daniel Pollack made November 5, 2024, ~~and the~~ each consent of KSV to act as the Receiver, and the First Report of the Receiver dated January 13, 2025; **AND ON HEARING**, Sean Zweig, counsel for the Receiver, Emma Newbery, counsel for KingSett Mortgage Corporation and those other counsel listed on Schedule “A” hereto.

THIS COURT ORDERS AND DECLARES ~~that~~ THAT:

APPOINTMENT

1. Pursuant to Section 243(1) of the ~~BIA~~ Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and Section 39 of the Law and Equity Act, R.S.B.C. 1996 c. 253, as amended (the “**LEA**”), KSV is appointed Receiver, without security, of the Lands and all right, title and interest of ~~the~~ 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, Minoru View Homes Ltd. and Third Parking Corp. (the “**Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (together with the Lands, the “**Property**”), including all proceeds.

RECEIVER’S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, ~~or~~ cease to perform any contracts of the Debtors, and take such steps as the Receiver determines may be reasonably necessary or appropriate to comply with the Real Estate Development Marketing Act, S.B.C. 2004, c. 41, as amended;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, construction managers, project managers, contractors, subcontractors,

trades, engineers, quantity surveyors, appraisers, real estate brokers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$500,000 provided that the aggregate consideration for all such transactions does not exceed \$1,000,000, and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

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

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request,

governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.

5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5, or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written

consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in ~~section~~[Section](#) 69.6(2) of the *BIA*, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any “eligible financial contract” as defined in the *BIA*.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

13. Subject to the employees’ right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors’ behalf, may terminate the employment of such employees. The Receiver shall

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

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

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

RECEIVER'S ACCOUNTS

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

22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~250,000~~2,303,860 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the **“Receiver’s Borrowings Charge”**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.
24. Neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the **“Receiver’s Certificates”**) for any amount borrowed by it pursuant to this Order.
26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

ALLOCATION

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

SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall establish and maintain a website in respect of these proceedings (the **“Website”**) at <https://www.ksvadvisory.com/experience/case/highline-and-minoru> and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule “C” (the “**Demand for Notice**”). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the “**Service List**”). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
32. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

STYLE OF CAUSE

34. Thind Parking Corp. is hereby added as a Respondent to these proceedings, and the style of cause is hereby amended to read as follows:

“No. S-247664
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

6511 SUSSEX HEIGHTS DEVELOPMENT LTD.

and

MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP

and

MINORU VIEW HOMES LTD.

and

THIND PARKING CORP.

RESPONDENTS”

35. All references to “Debtors” in this Order and any further order of the Court in these proceedings are hereby deemed to include Thind Parking Corp.

36. Neither the Petitioner nor the Receiver shall be required to amend the Petition filed in these proceedings or to serve copies of the Petition or other filed materials on Thind Parking Corp.

GENERAL

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

38. ~~35.~~ The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

39. ~~36.~~ Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
40. ~~37.~~ This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
41. ~~38.~~ The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
42. ~~39.~~ Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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

APPROVED BY:

Signature of ~~Emma Newbery~~ Sean Zweig,
lawyer for the ~~Petitioner~~ Receiver

BY THE COURT

DISTRICT REGISTRAR

SCHEDULE "A"
Appearance List

NAME	APPEARING FOR

SCHEDULE “B”
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

_____ \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the Receiver (the “**Receiver**”) of all of ~~right, title and interest of 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. and MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP and MINORU VIEW HOMES LTD. in all presently owned or held personal property of whatsoever nature and kind pertaining to~~ the property located at the following property legally described as 031-656-561; ~~032-077-564; 032-077-572; 032-077-581; 032-077-661; 032-077-670; 032-077-688; 032-077-696; 032-077-700; 032-077-718; 032-077-726; 032-077-734; 032-077-742; 032-077-75; 032-077-769; 032-077-777; 032-077-785; 032-077-793; 032-077-807; 032-077-815; 032-077-823; 032-077-831; 032-077-840; 032-077-858; 032-077-866; 032-077-874; 032-077-882; 032-077-891; 032-077-904; 032-077-912; 032-077-921; 032-077-939; 032-077-947; 032-077-955; 032-077-963; 032-077-971; 032-077-980; 032-077-998; 032-078-005; 032-078-013; 032-078-021; 032-078-030; 032-078-048; 032-078-056; 032-078-064; 032-078-072;~~ 032-078-307; 032-078-315; 032-078-323; 032-078-331; 032-078-340; 032-078-358; 032-078-366; 032-078-374; 032-078-382; 032-078-498; 032-079-451; 032-079-630; 032-079-664; 032-079-753; 032-079-915; 032-079-931; 032-080-026; 032-080-077; 032-080-166; 032-080-255; 032-080-271; 032-080-344; 032-080-361; 032-080-395; 032-080-450; 032-080-468; 032-080-476; 032-080-484; 032-080-514; 032-080-522; 032-080-531; 032-080-549; 032-080-573; 032-080-603; 032-080-611; 032-080-620; 032-080-638; 032-080-646; 032-080-654; 032-080-662; 032-080-701; 032-080-719; 032-080-727; 032-080-735; 032-080-743; 032-080-751; 032-080-778; 032-080-786; 032-080-794; 032-080-808; 032-080-816; 032-080-824; 032-080-832; 032-080-841; 032-080-859; 032-080-867; 032-080-875; 032-080-883; 032-080-891; 032-080-905; 032-080-930; 032-080-956; 032-080-964; 032-080-999; 032-081-006; 032-081-014; 032-081-022; 032-081-031; 032-081-049; 032-081-057; 032-081-065; 032-081-073; 032-081-081; 032-081-090; 032-081-103; 032-081-111; 032-081-120; 032-081-138; 032-081-146; 032-081-154; 032-081-162; 032-081-171; 032-081-201; 032-081-235; 032-081-251; 032-081-260; 032-081-278; 032-081-286; 032-081-294; 032-081-308; 032-081-316; 032-081-324; 032-081-332; 032-081-341; 032-081-359; 032-081-367; 032-081-375; 032-081-383; 032-081-391; 032-081-405; 032-081-413; 032-081-421; 032-081-430; 032-081-448; 032-081-456; 032-081-464; 032-081-472; 032-081-481; 032-081-499; 032-081-502; 032-081-511; 032-081-529; 032-081-537; 032-081-545; 032-081-553; 032-081-561; 032-081-588; 032-081-600; and 032-081-618 (collectively, the “Lands”) and all of the right, title and interest of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited, Minoru View Homes Ltd. and Thind Parking Corp. in all presently owned or held personal property of whatsoever nature and kind pertaining to

the Lands (collectively with the Lands, the “Property”), including all proceeds, appointed by Order of the Supreme Court of British Columbia (the “Court”) dated the _____ day 13th day of _____ December, 2024 (as amended and restated, the “Order”) made in SCBC Action No. _____ S-247664, Vancouver Registry has received as such Receiver from the holder of this certificate (the “Lender”) the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the legal office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2024202.

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

Per:
Name:
Title:

SCHEDULE "C"

Demand for Notice

TO: KingSett Mortgage Corporation
c/o Osler, Hoskin & Harcourt LLP
Attention: Mary Buttery, K.C., Emma Newbery, Lucas Hodgson
Email: mbuttery@osler.com, enewbery@osler.com, lhodgson@osler.com

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

Re: In the matter of the Receivership of 6511 SUSSEX HEIGHTS DEVELOPMENT LTD. and MINORU SQUARE DEVELOPMENT LIMITED PARTNERSHIP and MINORU VIEW HOMES LTD. [and THIND PARKING CORP.](#)

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

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

OR

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

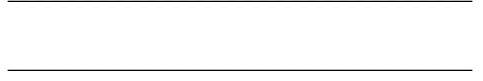
OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____



Appendix "A" – Description of the Lands

Lands owned by Minoru View Homes Ltd.

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

Lands owned by 6511 Sussex Development Ltd.

1. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN ~~EPS9597~~[EPS9599](#) TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID ~~032-077-564~~[032-078-307](#)

~~2. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9597 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-572~~

~~3. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9597 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-581~~

~~4. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-661~~

~~5. STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-670~~

~~6. STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-688~~

~~7. STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-696~~

~~8. STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-700~~

~~9. STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON~~

- ~~PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-718~~
- ~~10. STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-726~~
 - ~~11. STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-734~~
 - ~~12. STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-742~~
 - ~~13. STRATA LOT 10 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-751~~
 - ~~14. STRATA LOT 11 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-769~~
 - ~~15. STRATA LOT 12 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-777~~
 - ~~16. STRATA LOT 13 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-785~~
 - ~~17. STRATA LOT 14 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-793~~
 - ~~18. STRATA LOT 15 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-807~~
 - ~~19. STRATA LOT 16 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-815~~
 - ~~20. STRATA LOT 17 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-823~~

- ~~21. STRATA LOT 18 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032 077 831~~
- ~~22. STRATA LOT 19 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032 077 840~~
- ~~23. STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032 077 858~~
- ~~24. STRATA LOT 21 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032 077 866~~
- ~~25. STRATA LOT 22 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032 077 874~~
- ~~26. STRATA LOT 23 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032 077 882~~
- ~~27. STRATA LOT 24 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032 077 891~~
- ~~28. STRATA LOT 25 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032 077 904~~
- ~~29. STRATA LOT 26 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032 077 912~~
- ~~30. STRATA LOT 27 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032 077 921~~
- ~~31. STRATA LOT 28 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032 077 939~~
- ~~32. STRATA LOT 29 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON~~

- ~~PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-947~~
- ~~33. STRATA LOT 30 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-955~~
 - ~~34. STRATA LOT 31 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-963~~
 - ~~35. STRATA LOT 32 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-971~~
 - ~~36. STRATA LOT 33 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-980~~
 - ~~37. STRATA LOT 34 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-077-998~~
 - ~~38. STRATA LOT 35 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-005~~
 - ~~39. STRATA LOT 36 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-013~~
 - ~~40. STRATA LOT 37 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-021~~
 - ~~41. STRATA LOT 38 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-030~~
 - ~~42. STRATA LOT 39 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-048~~
 - ~~43. STRATA LOT 40 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-056~~

- ~~44. STRATA LOT 41 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-064~~
- ~~45. STRATA LOT 42 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9598 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-072~~
- ~~46. STRATA LOT 1 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-307~~
2. ~~47.~~ STRATA LOT 2 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-315
3. ~~48.~~ STRATA LOT 3 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-323
4. ~~49.~~ STRATA LOT 4 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-331
5. ~~50.~~ STRATA LOT 5 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-340
6. ~~51.~~ STRATA LOT 6 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-358
7. ~~52.~~ STRATA LOT 7 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-366
8. ~~53.~~ STRATA LOT 8 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-374

9. ~~54.~~ STRATA LOT 9 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-382

10. ~~55.~~ STRATA LOT 20 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-078-498

11. ~~56.~~ STRATA LOT 116 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-451

12. ~~57.~~ STRATA LOT 134 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-630

13. ~~58.~~ STRATA LOT 137 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-664

14. ~~59.~~ STRATA LOT 146 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-753

15. ~~60.~~ STRATA LOT 162 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-915

16. ~~61.~~ STRATA LOT 164 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-079-931

17. ~~62.~~ STRATA LOT 173 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-026

18. ~~63.~~—STRATA LOT 178 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-077
19. ~~64.~~—STRATA LOT 187 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-166
20. ~~65.~~—STRATA LOT 196 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-255
21. ~~66.~~—STRATA LOT 198 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-271
22. ~~67.~~—STRATA LOT 205 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-344
23. ~~68.~~—STRATA LOT 207 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-361
24. ~~69.~~—STRATA LOT 210 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-395
25. ~~70.~~—STRATA LOT 216 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-450
26. ~~71.~~—STRATA LOT 217 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-468

27. ~~72.~~—STRATA LOT 218 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-476
28. ~~73.~~—STRATA LOT 219 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-484
29. ~~74.~~—STRATA LOT 222 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-514
30. ~~75.~~—STRATA LOT 223 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-522
31. ~~76.~~—STRATA LOT 224 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-531
32. ~~77.~~—STRATA LOT 225 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-549
33. ~~78.~~—STRATA LOT 228 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-573
34. ~~79.~~—STRATA LOT 231 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-603
35. ~~80.~~—STRATA LOT 232 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-611

36. ~~81.~~—STRATA LOT 233 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-620
37. ~~82.~~—STRATA LOT 234 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-638
38. ~~83.~~—STRATA LOT 235 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-646
39. ~~84.~~—STRATA LOT 236 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-654
40. ~~85.~~—STRATA LOT 237 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-662
41. ~~86.~~—STRATA LOT 241 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-701
42. ~~87.~~—STRATA LOT 242 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-719
43. ~~88.~~—STRATA LOT 243 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-727
44. ~~89.~~—STRATA LOT 244 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-735

45. ~~90.~~ STRATA LOT 245 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-743
46. ~~91.~~ STRATA LOT 246 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-751
47. ~~92.~~ STRATA LOT 248 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-778
48. ~~93.~~ STRATA LOT 249 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-786
49. ~~94.~~ STRATA LOT 250 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-794
50. ~~95.~~ STRATA LOT 251 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-808
51. ~~96.~~ STRATA LOT 252 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-816
52. ~~97.~~ STRATA LOT 253 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-824
53. ~~98.~~ STRATA LOT 254 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-832

54. ~~99.~~ STRATA LOT 255 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-841
55. ~~100.~~ STRATA LOT 256 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-859
56. ~~101.~~ STRATA LOT 257 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-867
57. ~~102.~~ STRATA LOT 258 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-875
58. ~~103.~~ STRATA LOT 259 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-883
59. ~~104.~~ STRATA LOT 260 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-891
60. ~~105.~~ STRATA LOT 261 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-905
61. ~~106.~~ STRATA LOT 264 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-930
62. ~~107.~~ STRATA LOT 266 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-956

63. ~~108.~~ STRATA LOT 267 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-964
64. ~~109.~~ STRATA LOT 270 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-080-999
65. ~~110.~~ STRATA LOT 271 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-006
66. ~~111.~~ STRATA LOT 272 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-014
67. ~~112.~~ STRATA LOT 273 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-022
68. ~~113.~~ STRATA LOT 274 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-031
69. ~~114.~~ STRATA LOT 275 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-049
70. ~~115.~~ STRATA LOT 276 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-057
71. ~~116.~~ STRATA LOT 277 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-065

72. ~~117.~~ STRATA LOT 278 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-073
73. ~~118.~~ STRATA LOT 279 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-081
74. ~~119.~~ STRATA LOT 280 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-090
75. ~~120.~~ STRATA LOT 281 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-103
76. ~~121.~~ STRATA LOT 282 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-111
77. ~~122.~~ STRATA LOT 283 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-120
78. ~~123.~~ STRATA LOT 284 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-138
79. ~~124.~~ STRATA LOT 285 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-146
80. ~~125.~~ STRATA LOT 286 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-154

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

90. ~~135.~~ STRATA LOT 301 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-308
91. ~~136.~~ STRATA LOT 302 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-316
92. ~~137.~~ STRATA LOT 303 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-324
93. ~~138.~~ STRATA LOT 304 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-332
94. ~~139.~~ STRATA LOT 305 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-341
95. ~~140.~~ STRATA LOT 306 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-359
96. ~~141.~~ STRATA LOT 307 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-367
97. ~~142.~~ STRATA LOT 308 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-375
98. ~~143.~~ STRATA LOT 309 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-383

99.~~144.~~—STRATA LOT 310 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-391

100.~~145.~~—STRATA LOT 311 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-405

101.~~146.~~—STRATA LOT 312 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-413

102.~~147.~~—STRATA LOT 313 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-421

103.~~148.~~—STRATA LOT 314 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-430

104.~~149.~~—STRATA LOT 315 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-448

105.~~150.~~—STRATA LOT 316 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-456

106.~~151.~~—STRATA LOT 317 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-464

107.~~152.~~—STRATA LOT 318 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-472

108.~~153.~~—STRATA LOT 319 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-481

109.~~154.~~—STRATA LOT 320 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-499

110.~~155.~~—STRATA LOT 321 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-502

111.~~156.~~—STRATA LOT 322 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-511

112.~~157.~~—STRATA LOT 323 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-529

113.~~158.~~—STRATA LOT 324 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-537

114.~~159.~~—STRATA LOT 325 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-545

115.~~160.~~—STRATA LOT 326 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-553

116.~~161.~~—STRATA LOT 327 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9599 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, PID 032-081-561

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

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

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

Summary report:	
Litera Compare for Word 11.8.0.56 Document comparison done on 1/13/2025 11:54:45 AM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original filename: FINAL - Order for Receivership - KingSett - Minoru and Highline.docx	
Modified filename: Amended and Restated Receivership Order.docx	
Changes:	
<u>Add</u>	188
Delete	248
Move From	4
<u>Move To</u>	4
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	444

APPENDIX K
[ATTACHED]



BC Company Summary

For
THIND PARKING CORP.

Date and Time of Search: December 23, 2024 07:34 AM Pacific Time
Currency Date: July 30, 2024

ACTIVE

Incorporation Number: BC1178658
Name of Company: THIND PARKING CORP.
Business Number: 735432510 BC0001
Recognition Date and Time: Incorporated on September 07, 2018 02:41 PM Pacific Time
Last Annual Report Filed: September 07, 2023
In Liquidation: No
Receiver: No

COMPANY NAME INFORMATION

Previous Company Name: PIXEL PARKING CORP.
Date of Company Name Change: July 10, 2020

REGISTERED OFFICE INFORMATION

Mailing Address:
#700 - 4211 KINGSWAY
BURNABY BC V5H 1Z6
CANADA
Delivery Address:
#700 - 4211 KINGSWAY
BURNABY BC V5H 1Z6
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
#700 - 4211 KINGSWAY
BURNABY BC V5H 1Z6
CANADA
Delivery Address:
#700 - 4211 KINGSWAY
BURNABY BC V5H 1Z6
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Thind, Daljit

Mailing Address:
#700 - 4211 KINGSWAY
BURNABY BC V5H 1Z6
CANADA
Delivery Address:
#700 - 4211 KINGSWAY
BURNABY BC V5H 1Z6
CANADA

OFFICER INFORMATION AS AT September 07, 2023

Last Name, First Name, Middle Name:

Sallis, Brendan

Office(s) Held: (Vice President)

Mailing Address:

4211
KINGSWAY
BURNABY BC V5H 1Z6
CANADA

Delivery Address:

4211
KINGSWAY
BURNABY BC V5H 1Z6
CANADA

Last Name, First Name, Middle Name:

Thind, Daljit

Office(s) Held: (President, Secretary)

Mailing Address:

#700 - 4211 KINGSWAY
BURNABY BC V5H 1Z6
CANADA

Delivery Address:

#700 - 4211 KINGSWAY
BURNABY BC V5H 1Z6
CANADA

APPENDIX L
[ATTACHED]

Business Debtor - "THIND PARKING CORP."

Search Date and Time: December 23, 2024 at 7:33:57 am Pacific time
Account Name: Not available.

NIL RESULT

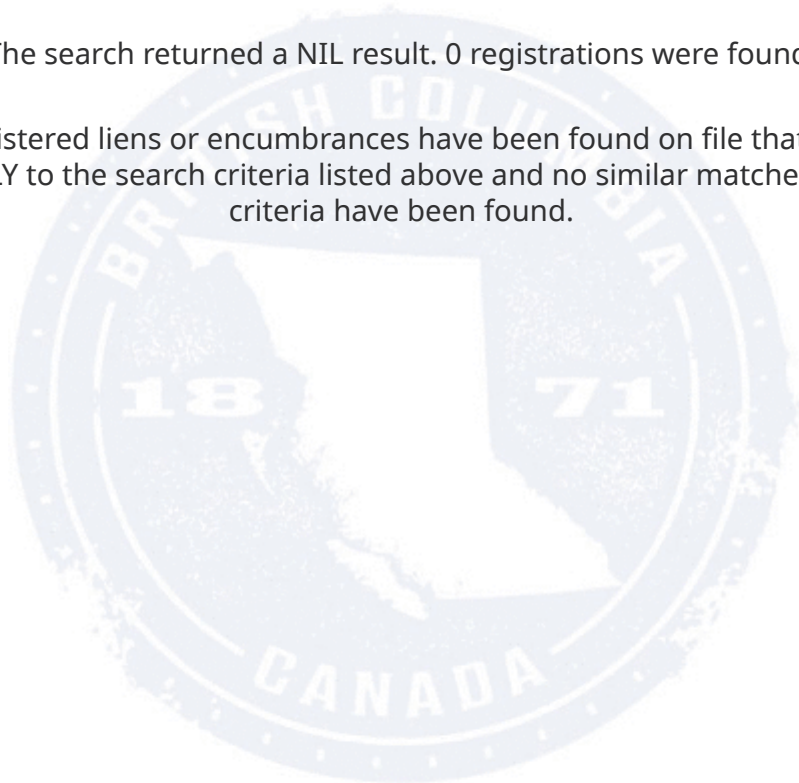
0 Matches in 0 Registrations in Report

Exact Matches: 0 (*)

Total Search Report Pages: 0

The search returned a NIL result. 0 registrations were found.

No registered liens or encumbrances have been found on file that match EXACTLY to the search criteria listed above and no similar matches to the criteria have been found.



APPENDIX M
[ATTACHED]

PARKING FACILITY AND STORAGE LEASE

THIS AGREEMENT made as of the 12th day of October, 2023.

BETWEEN:

6511 Sussex Heights Development Ltd. (Inc. No. BC1067371) a British Columbia company having an office at 700 - 4211 Kingsway, Burnaby, BC V5H 1Z6

(the "**Owner**")

AND:

Thind Parking Corp. (Inc. No BC1178658) a British Columbia company having an office at 700-4211 Kingsway, Burnaby, BC V5H 1Z6

(the "**Tenant**")

WHEREAS:

- A. The Owner is the registered owner or is entitled to become the registered owner of certain lands and premises located in the City of Burnaby, British Columbia legally described as:

PID: 030-616-735
Lot 2 District Lot 153 Group 1 New Westminster District Plan
EPP86315

(the "**Lands**").

- B. The Owner has agreed to Lease to the Tenant:

- (i) All of the parking stalls (herein collectively the "**Stalls**" and individually a "**Stall**") in the underground parking facility; and
- (ii) All of the lockers in the common property storage areas (herein collectively the "**Storage**" and individually a "**Locker**").

to be located on, inter alia, the Lands and denoted by the letter "R", "V" "C" or "O" with respect to the Stalls, and as a red box with a number or yellow square with a number, with respect to the Storage, as set out in Schedule "A", (the "**Plan**") of strata plans EPS9597, EPS9598 and EPS9599 all prepared by Chris Dikeakos Architects Inc., as may be amended by such surveyor from time to time, all on the terms and conditions set out in this Lease and with the right of Tenant to grant partial assignment of this Lease pertaining to a particular Stall and Locker.

- C. After entering into this Lease, Owner proposes to subdivide the Property by means of strata plans EPS9597, EPS9598 and EPS9599 (each a "**Strata Plan**" and together the "**Strata Plans**") pursuant to the *Strata Property Act* (British Columbia) to create a multiple use strata development (the "**Strata Development**").

- D. Each of the Strata Plans will designate the Stalls and Storage as common property of the respective strata corporation (each a "**Strata Corporation**" and together the "**Strata Corporations**") formed upon the deposit for registration of the Strata Plans in the appropriate Land Title Office.
- E. Each of the parties to this Lease agrees that title to the common property of each of the Strata Corporations will be encumbered by the Lease.

NOW THEREFORE this Lease witnesses that, in consideration of the premises and the sum of \$10.00 of lawful money of Canada now paid by the Tenant to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, and in consideration of the mutual promises and agreements set forth in the Lease, the parties agree each with the other as follows:

ARTICLE 1 GRANT AND TERM

1.1 Grant

Owner hereby leases to the Tenant for the Term (as defined in Section 1.2) all of the Stalls and Storage. The Owner and the Tenant agree that the Owner may cause to be prepared a more detailed plan of the Stalls and the Storage in which event such more detailed plan will be substituted for the Plan and all references herein to the "**Plan**" will be references to such more detailed plan.

1.2 Term

The term (the "**Term**") of this Lease shall commence on the day the Owner becomes the registered owner of the lands and terminate on the earlier of:

- (a) The 31st day of December, 2120;
- (b) The date the Strata Corporations are dissolved; and
- (c) The date the Strata Corporations file a notice of destruction in prescribed form with the Registrar of the appropriate Land Title Office following the destruction or deemed destruction of the building in which the Stalls and Storage are located.

1.3 Rent

The parties of this Lease acknowledge that the sum of \$10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner the Tenant.

ARTICLE 2 SUBDIVISION BY STRATA PLAN

2.1 Strata Plan

This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Lands, and upon the subdivision of the Lands by means of the Strata Plans such covenants and obligations shall:

- (a) continue to run with and bind the common property of the Strata Plans; and

(b) be automatically assumed by the respective Strata Corporations as the representative of the owners of strata lots within the Strata Development,

at which time the Owner will be absolutely released from any obligations or liabilities hereunder.

2.2 Common Property

This Lease is intended to apply only to a portion of the common property that will be created upon the deposit for registration of the Strata Plans and not at any time to burden any strata lot or limited common property.

ARTICLE 3 MAINTENANCE AND ENCUMBRANCES

3.1 Maintenance

The Owner confirms that until the deposit for registration of the Strata Plans, the Owner shall be solely responsible for the control, management and administration of the Stalls and Storage but thereafter, pursuant to Section 2.1 of this Lease, the Strata Corporations may pass bylaws or make rules and regulations with respect to the Stalls and Storage as long as such bylaws, rules or regulations do not materially interfere with the rights of Tenant or any subsequent assignee under this Lease, subject to any registered encumbrances of the Strata Corporations.

3.2 Alterations

Tenant, its successors and permitted assigns, are not entitled to alter, or to perform any repairs of any sort whatsoever to the Stalls and Storage. Any such alterations or repairs are the sole responsibility and obligations of the Owner prior to the registration of the Strata Plans, and thereafter the sole responsibility and obligations of the Strata Corporations.

3.3 Subordination

Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against the Lands.

3.4 No Right to Encumber

Tenant, its successors and permitted assigns, are not entitled to mortgage, charge, pledge or otherwise grant their interest in a Stall or Locker as security to any person.

ARTICLE 4 ASSIGNMENT

4.1 Partial Assignments

Tenant may partially assign this Lease and its rights under the Lease pertaining to a particular Stall or Locker to purchasers of strata lots within the Strata Development or to the respective Strata Corporations. Any such assignment will be for such consideration as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any assignment by the Tenant, or by any subsequent

assignee, of this Lease and its rights under this Lease pertaining to a particular Stall or Locker:

- (a) subject to section 4.7 and 4.8, will be absolute, and the assignee and its lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall and/or Locker so assigned for the balance of the Term;
- (b) will be an assignment of rights to which an assignee will only be entitled to for so long as such assignee owns a strata lot within the Strata Development, unless the assignment is to a Strata Corporation;
- (c) may only be assigned to an owner or purchaser of a strata lot within the Strata Development; and
- (d) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assigned to the respective Strata Corporation, subject to section 4.2 of this Lease.

4.2 Automatic Assignment

If a holder of an interest in a Stall and/or Locker sells all of his or her interest in the strata lot within the Strata Development to which such Stall and/or Locker is at such time appurtenant as shown on the register maintained under section 4.6 without concurrently executing an assignment of such Stall and/or Locker to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such Stall and/or Locker will automatically be assigned to and assumed by the purchaser of such strata lot without execution of partial assignment of this Lease with respect to such Stall and/or Locker or delivery of notice of such partial assignment to the respective Strata Corporation.

4.3 Consent

The consent of the Owner or the Strata Corporation will not be required for any assignment of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of the assignee under any such assignment except as expressly agreed by such assignee or as required by the City of Burnaby pursuant to any registered agreements against the Strata Corporations.

4.4 Form of Partial Assignments

Subject to sections 4.1 and 4.2, all partial assignments of this Lease shall be substantially in the form attached hereto as Schedule "B". No such partial assignment shall be registrable by an assignee in the Land Title Office.

4.5 Release of Assignors

Upon the assignment to an assignee of a partial assignment of this Lease pertaining to a particular Stall and/or Locker, Tenant and any subsequent assignor of an interest in such Stall and/or Locker will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to the Stall and/or Locker.

4.6 Register of Partial Assignments

Owner, and after the registration of the Strata Plans, the Strata Corporations, will each maintain a register of every Stall and Locker, within the common property of each respective Strata Corporation, and will record on such register each partial assignment of this Lease, indicating:

- (a) the number of the Stall assigned and the number of the Locker assigned;
- (b) the date of assignment;
- (c) the name and address of the assignee; and
- (d) the number of the strata lot within the Strata Development owned by the assignee to which such Stall and/or Locker is at the time appurtenant, unless the assignee is the Strata Corporation in which even the Stall and/or Locker need not be appurtenant to the strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the respective Strata Development, the respective Strata Corporation will provide a certificate within 7 days of receipt of such request, certifying the name and address of the owner to whom a particular Stall and/or Locker is assigned and the number of the strata lot within the respective Strata Corporation to which such Stall is at the time appurtenant, the Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Stall and/or Locker under section 4.1 or 4.2 the Strata Corporation will amend the register accordingly.

4.7 Right to Swap - Accessible Parking

Notwithstanding anything else herein, some of the Stalls have been designated as disabled person parking stalls (the "**Accessible Stalls**"). The Tenant will determine which owner or purchaser of a strata lot, if any, will be partially assigned an Accessible Stall. For greater certainty, a purchaser or owner of a strata lot will not be entitled to the exclusive use of an Accessible Stall unless expressly specified in the contract of purchase and sale or related contract addendum entered into by the purchaser and the Owner. The Accessible Stalls may be allocated to an owner or purchaser who does not qualify for the use of limited mobility parking permits ("**Parking Permit**") pursuant to the requirements of the Social Planning and Research Council of B.C. ("**SPARC BC**"). For greater certainty, an owner or purchaser who generally qualifies for the use of a Parking Permit will only be assigned an Accessible Stall.

The Tenant or the Strata Corporation reserves the right to reallocate Accessible Stalls from one owner or purchaser of a strata lot to another, with no compensation payable to either party, by providing 30 days written notice to the owner or purchaser of a strata lot to which an Accessible Stall has been assigned, informing them of such reallocation and providing them with a new Parking Stall (the "**Accessible Parking Notice**") if:

- (A) the owner receiving the Accessible Parking Notice does not qualify for and has not been issued a valid Parking Permit; and

- (B) the owner requesting to be assigned an Accessible Stall (the "**New Accessible Stall Owner**"):
 - (1) has been issued a valid Parking Permit; and
 - (2) does not currently have Accessible Stall assigned to their strata lot.

At the end of the notice period under the Accessible Parking Notice the owner who received the Accessible Parking Notice and the New Accessible Stall Owner will execute an assignment of the partial interest in the Lease, which documentation is to be provided by the Tenant or Strata Corporation.

4.8 Right to Swap - EV Parking Stalls

Some of the Stalls have been designated as electric vehicle parking stalls (the "**EV Stalls**") pursuant to covenant CA7154302 (the "**Covenant**"). The Tenant will determine which owner or purchaser of a strata lot, if any, will be partially assigned an EV Stall. For greater certainty, a purchaser or owner of a strata lot will not be entitled to the exclusive use of an EV Stall unless expressly specified in the contract of purchase and sale or related contract addendum entered into by the purchaser and the Owner. The EV Stalls may be allocated to an owner or purchaser who does not own an electric vehicle.

The Tenant or the Strata Corporation reserves the right to reallocate EV Stalls from one owner or purchaser of a strata lot to another, with no compensation payable to either party, by providing 30 days written notice to the owner or purchaser of a strata lot to which an EV Stall has been assigned, informing them of such reallocation and providing them with a new Parking Stall (the "**EV Parking Notice**") if:

- (A) the owner receiving the EV Parking Notice does not own an electric car;
- (B) the City or the Covenant require the EV Stall to be transferred; and
- (C) the owner requesting to be assigned an EV Stall (the "**New EV Stall Owner**"):
 - (1) has an electric vehicle; and
 - (2) does not currently have EV Stall assigned to their strata lot.

At the end of the notice period under the EV Parking Notice the owner who received the EV Parking Notice and the New EV Stall Owner will execute an assignment of the partial interest in the Lease, which documentation is to be provided by the Tenant or Strata Corporation.

**ARTICLE 5
MISCELLANEOUS**

5.1 Form of Agreement

Each of the parties hereto agree to amend the form of this Lease to meet the requirements of the Registrar of the Land Title Office or of any governmental or public authority or as otherwise necessary to confirm unto the patties the rights granted in this Lease.

5.2 Definitions

Any term defined in the recitals of this Lease will have the same meaning throughout this Lease unless otherwise redefined.


5.3 Enurement

This Lease shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the year and date first above written.

6511 Sussex Heights Development Ltd.,
as Owner:


Per:

DocuSigned by:

C88279F80EDF479...

Authorized Signatory
Daljit Singh Thind

THIND PARKING CORP., as Tenant:

Per:

DocuSigned by:

C88279F80EDF479...

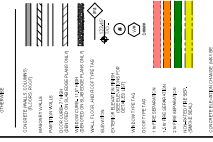
Authorized Signatory
Daljit Singh Thind

Schedule "A"
[Plan]



LEGEND

AW: WALLS
 CE: CEILING
 CL: CLADDING
 CO: COULTERS
 CR: CURBS
 DS: DOWNSTAIRS
 ES: ELEVATORS
 EX: EXTERIOR
 FL: FLOOR
 GL: GLASS
 GR: GRASS
 HS: HATCHES
 IS: INTERIORS
 LA: LANDSCAPE
 LI: LIGHTS
 LO: LOUVER
 LU: LUMINOUS
 ME: MECHANICAL
 MO: MOVING
 PA: PAVING
 PL: PLANTING
 PR: PRINCIPAL
 RA: RAMP
 RE: REINFORCED
 RO: ROOF
 ST: STAIRS
 TR: TRAVELLER
 UN: UNKNOWN
 UT: UTILITY



NOTES

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.

2. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF NOTES.

3. REFER TO THE SPECIFICATIONS FOR A COMPLETE LIST OF SPECIFICATIONS.

4. REFER TO THE SCHEDULES FOR A COMPLETE LIST OF SCHEDULES.

5. REFER TO THE DRAWINGS FOR A COMPLETE LIST OF DRAWINGS.

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	2024.05.15
2	ISSUED FOR CONSTRUCTION	2024.05.15
3	ISSUED FOR AS-BUILT	2024.05.15

REVISIONS

ISSUED FOR PERMITTING

ISSUED FOR CONSTRUCTION

ISSUED FOR AS-BUILT

CHRIS DIKRAKOS ARCHITECTS INC.

1000 BAYVIEW AVENUE, SUITE 1000
 SCARBOROUGH, ONTARIO M1B 2Y7
 TEL: (416) 291-1111
 FAX: (416) 291-1112
 WWW.CHRISSDIKRAKOS.COM

HIGHLINE RESIDENTIAL OFFICE & RETAIL BUILDING

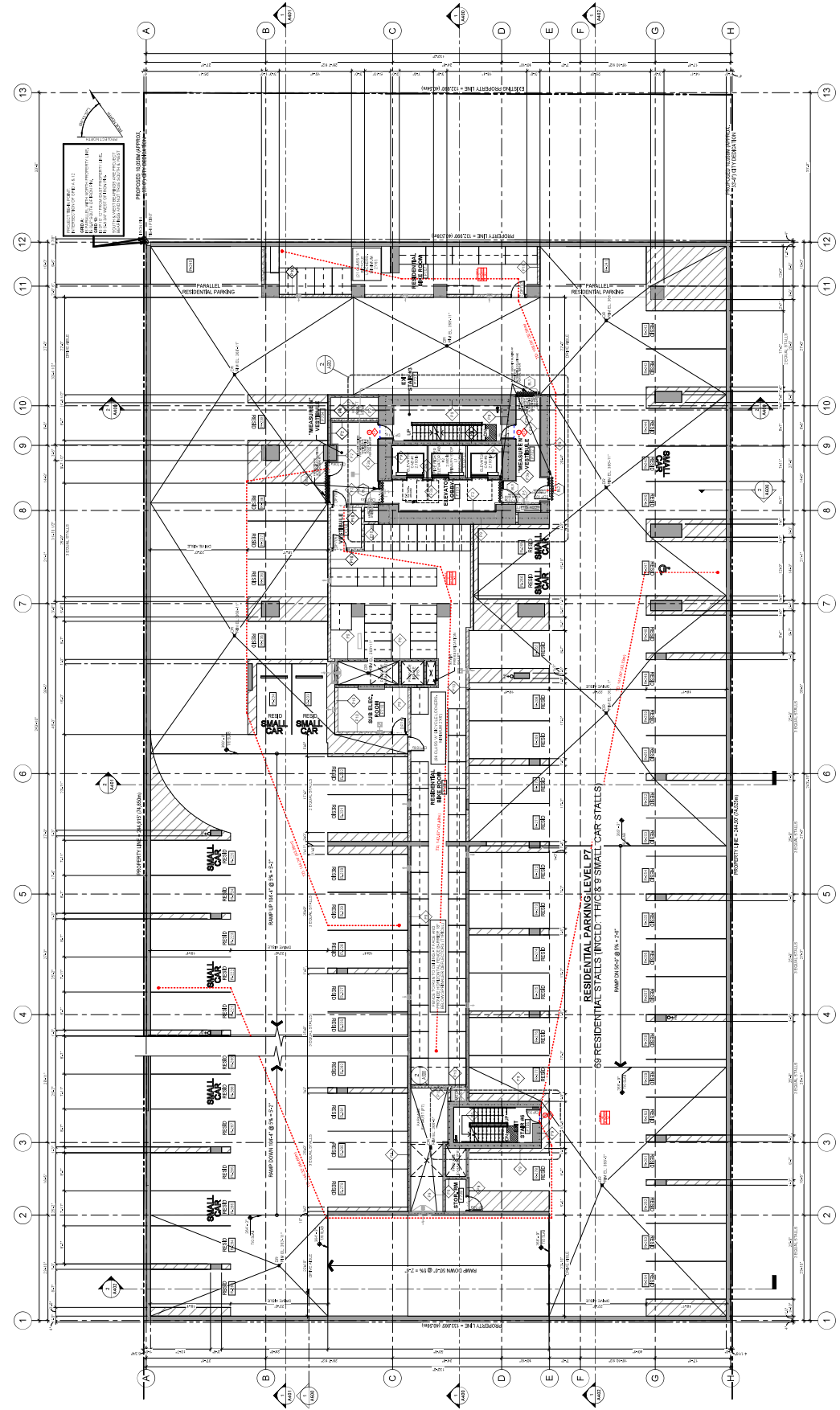
3800 GERRARD AVENUE EAST, SUITE 1000
 SCARBOROUGH, ONTARIO M1S 1T6



PARKING PLAN LEVEL P7

DATE: 2024.05.15
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 TITLE: [Title]

PROJECT NO.: A201



NOTES

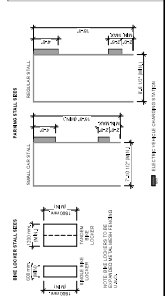
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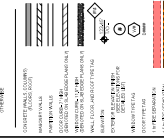


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LEGEND

AW: ADOPTED CURB
 B: BENCH
 C: CONC. CURB
 D: DRIVEWAY
 E: EXISTING DRIVEWAY
 F: EXISTING DRIVEWAY
 G: EXISTING DRIVEWAY
 H: EXISTING DRIVEWAY
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 L: EXISTING DRIVEWAY
 M: EXISTING DRIVEWAY
 N: EXISTING DRIVEWAY
 O: EXISTING DRIVEWAY
 P: EXISTING DRIVEWAY
 Q: EXISTING DRIVEWAY
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 S: EXISTING DRIVEWAY
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 X: EXISTING DRIVEWAY
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 Z: EXISTING DRIVEWAY



NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

2. ALL FINISHES ARE TO BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED.

3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED.

4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS BUILDING CODE.

5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS BUILDING CODE.

NO.	DESCRIPTION	DATE
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2	ISSUED FOR PERMITS	10/15/2024
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49	ISSUED FOR PERMITS	10/15/2024
50	ISSUED FOR PERMITS	10/15/2024

REVISIONS

ISSUED FOR PERMITS

10/15/2024

CHRIS DIKRAKOS ARCHITECTS INC.

777 N. LAUREL STREET, SUITE 200
 CHICAGO, IL 60610
 TEL: 312.467.1000
 WWW.CHRISDIKRAKOS.COM

HIGHLINE RESIDENTIAL OFFICE & RETAIL BUILDING

3800 LAUREL AVENUE, SUITE 200
 CHICAGO, IL 60612

Third PROPERTIES

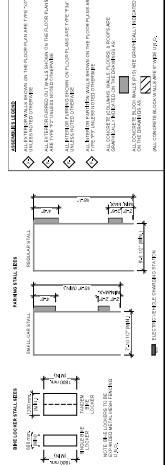
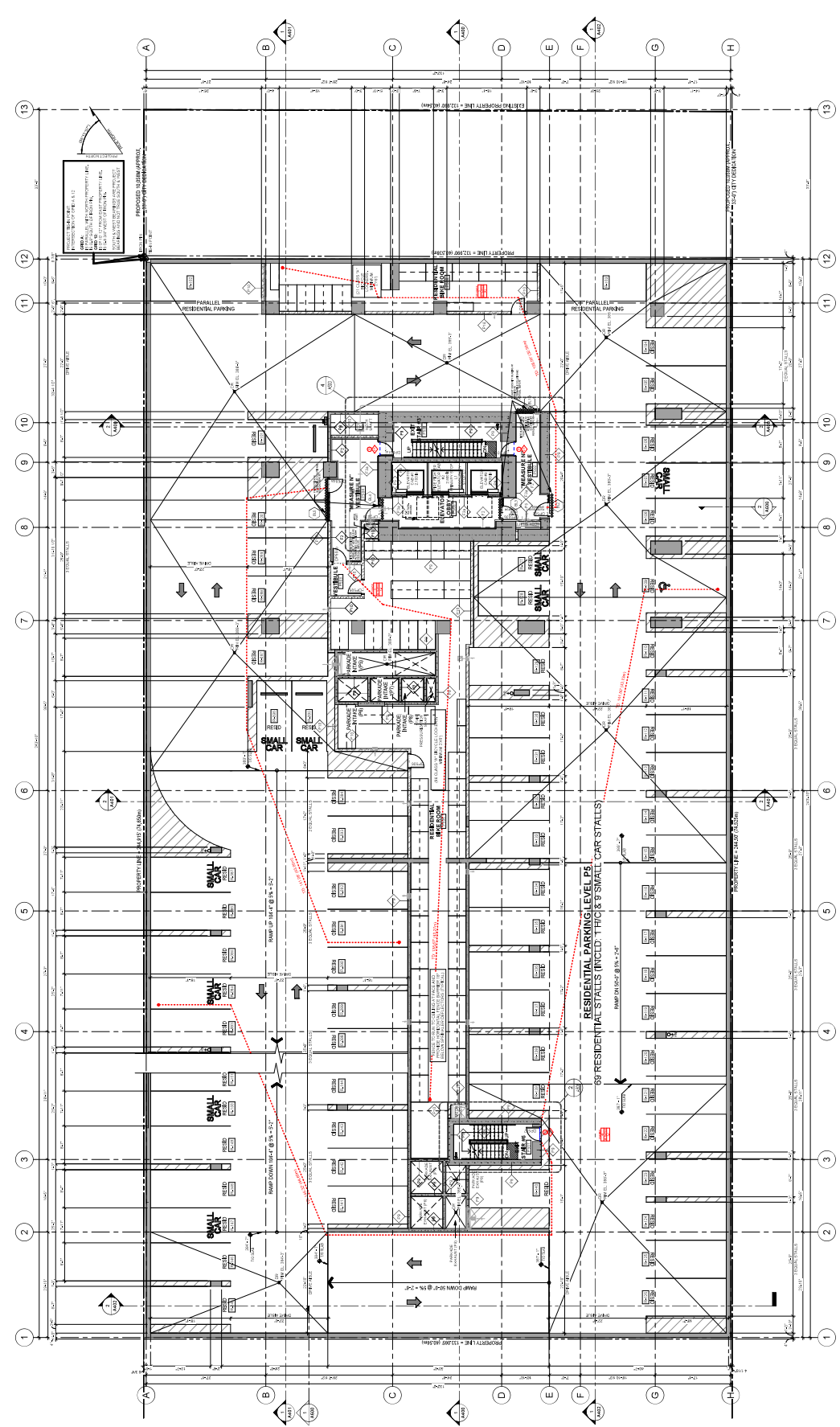
3800 LAUREL AVENUE, SUITE 200
 CHICAGO, IL 60612

PARKING PLAN LEVEL P5

DATE: 10/15/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 TITLE: [Title]

A203

R



ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED. ALL FINISHES ARE TO BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS BUILDING CODE.



LEGEND

AW: AIRWAY
 B: BALCONY
 C: CORRIDOR
 D: DECK
 E: ENTRANCE
 F: FINISH
 G: GROUND
 H: HALL
 I: INTERIOR
 J: JOINT
 K: KITCHEN
 L: LIFT
 M: MECHANICAL
 N: NESTING
 O: OFFICE
 P: PARKING
 Q: QUARTERS
 R: RAMP
 S: STAIR
 T: TERRACE
 U: UTILITY
 V: VESTIBULE
 W: WINDOW
 X: X-RAY
 Y: YARD
 Z: ZONE



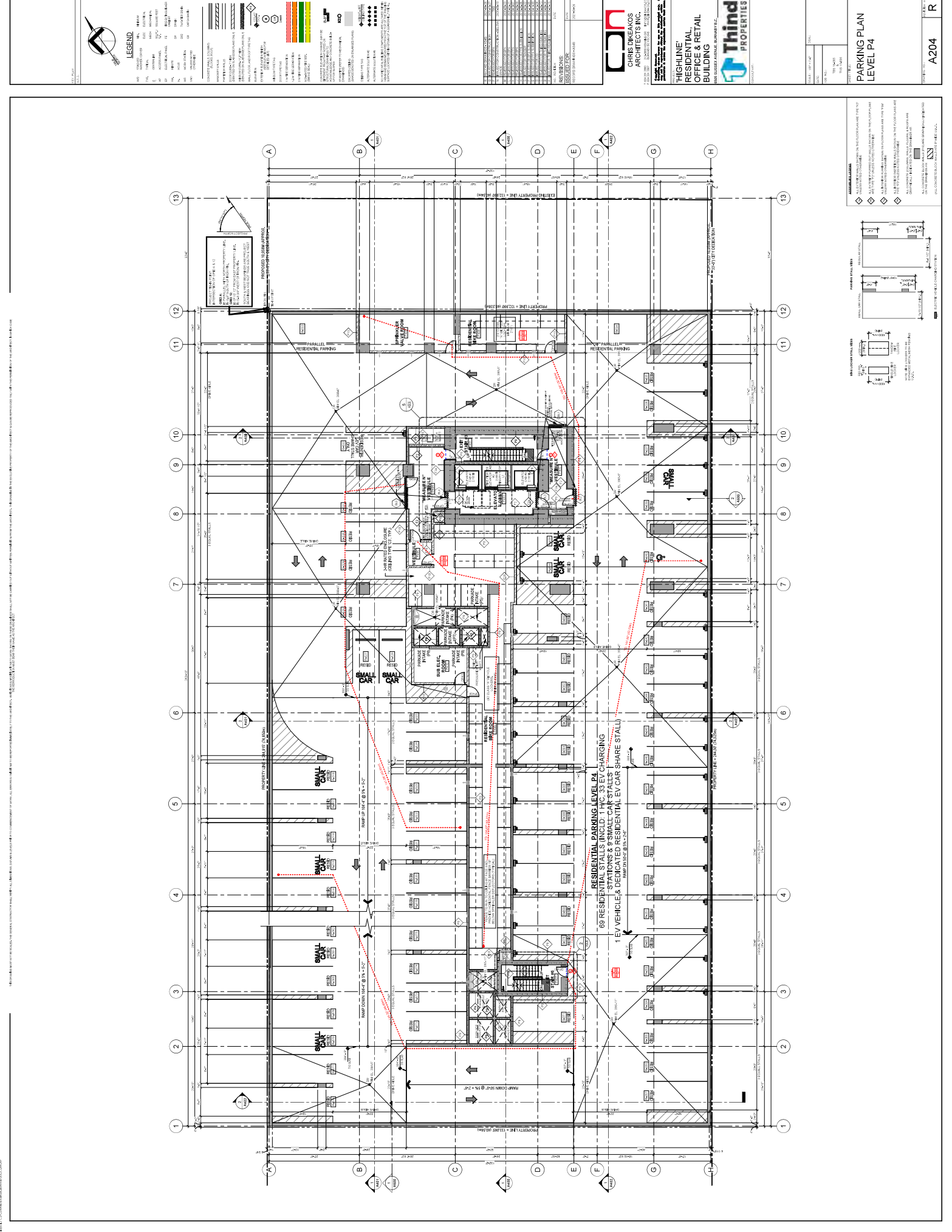
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2	ISSUED FOR CONSTRUCTION	11/15/2023
3	ISSUED FOR OCCUPANCY	12/31/2023
4	ISSUED FOR AS-BUILT	01/31/2024
5	ISSUED FOR FINAL REVIEW	02/28/2024
6	ISSUED FOR ARCHIVE	03/31/2024

CHRIS DIKSKAKOS ARCHITECTS INC.
 2000 EAST 17TH AVENUE, SUITE 100
 DENVER, CO 80202
 (303) 733-8888
 WWW.CHRISSDIKSKAKOSARCHITECTS.COM

THIRD PROPERTIES
 8000 COLLEGE AVENUE, SUITE 400
 DENVER, CO 80202
 (303) 733-8888
 WWW.THIRDPROPERTIES.COM

PARKING PLAN LEVEL P4

PROJECT NO: A204
 SHEET NO: P4



NOTES

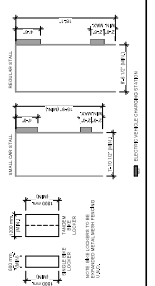
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER PERMITS DEPARTMENT REQUIREMENTS.

3. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.

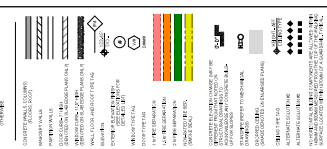
5. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.





LEGEND

1. WALL
 2. FLOOR
 3. CEILING
 4. DOOR
 5. WINDOW
 6. STAIR
 7. ELEVATOR
 8. MECHANICAL EQUIPMENT
 9. ELECTRICAL EQUIPMENT
 10. PLUMBING EQUIPMENT
 11. HAZARDOUS WASTE
 12. ASBESTOS
 13. LEAD PAINT
 14. MOLD
 15. PCB
 16. OTHER CONTAMINANTS



NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL AND PLUMBING CODE AND ALL APPLICABLE LOCAL ORDINANCES.

4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.

5. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL FIRE AND SAFETY CODE AND ALL APPLICABLE LOCAL ORDINANCES.

6. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE AND ALL APPLICABLE LOCAL ORDINANCES.

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ACCESSIBILITY STANDARDS AND ALL APPLICABLE LOCAL ORDINANCES.

NO.	DESCRIPTION	DATE
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CHRIS DIKRAKOS ARCHITECTS INC.
 2000 BAYVIEW AVENUE, SUITE 200
 SCARBOROUGH, ONTARIO M1V 4Z1
 TEL: (416) 291-8888
 WWW.CHRISSDIKRAKOS.COM

THIRDPARTY
 HIGHLINE RESIDENTIAL OFFICE & RETAIL BUILDING
 1000 SHEPPARD AVENUE EAST, SUITE 200
 SCARBOROUGH, ONTARIO M1S 1W7
 TEL: (416) 291-8888
 WWW.THIRDPARTY.COM

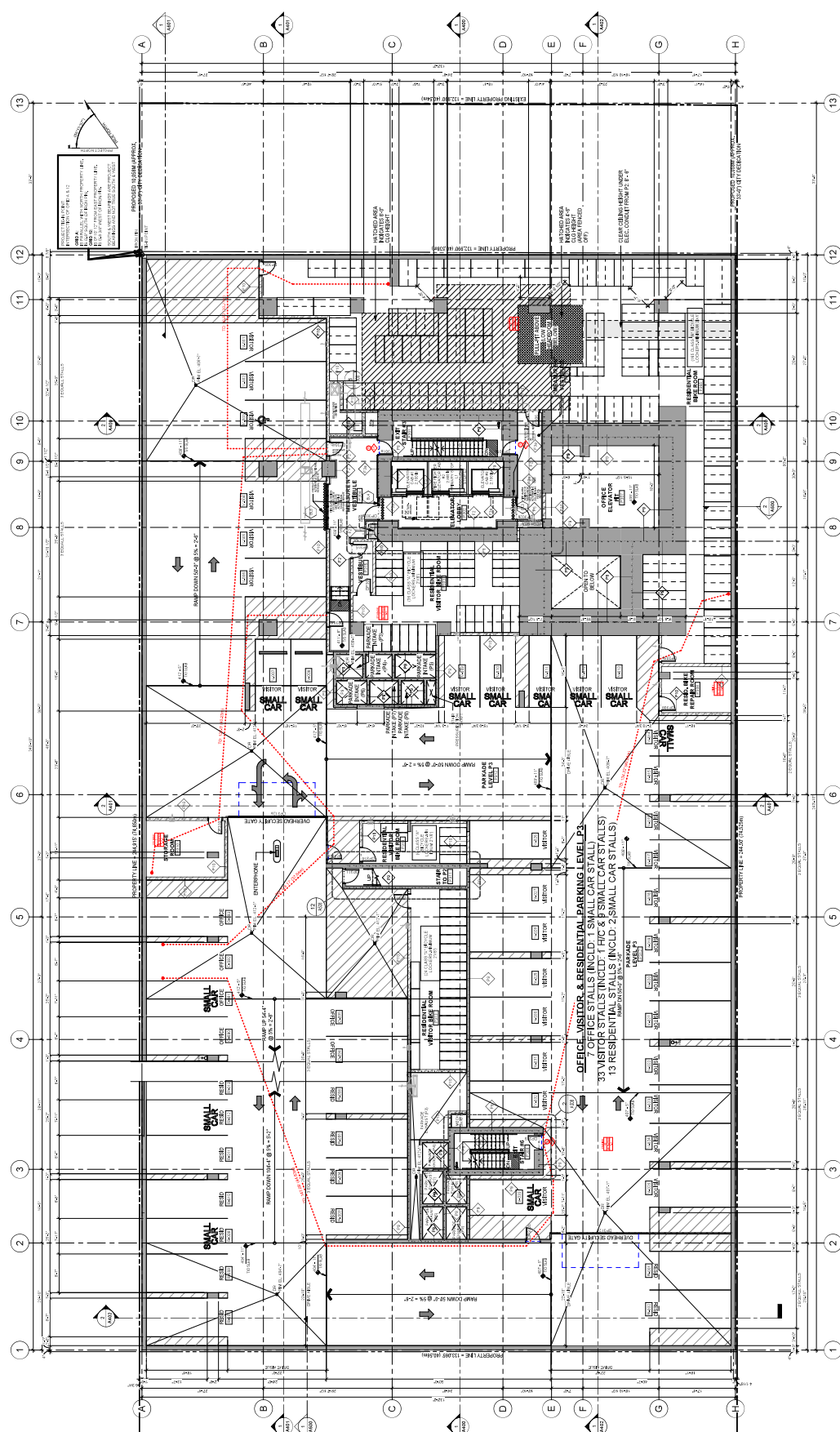
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PARKING PLAN LEVEL P3

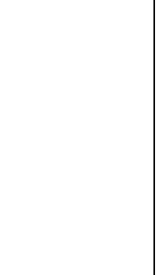
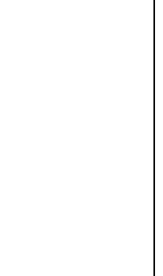
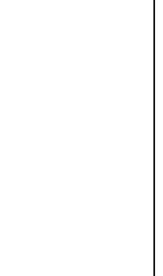
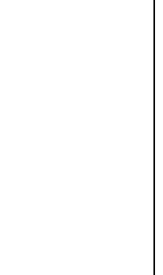
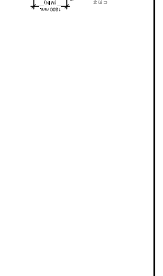
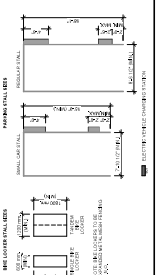
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 CHECKED: [NAME]
 TITLE: [NAME]

PROJECT NO: A205

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- NOTES:**
- ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL AND PLUMBING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL FIRE AND SAFETY CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ACCESSIBILITY STANDARDS AND ALL APPLICABLE LOCAL ORDINANCES.



Schedule "B"
Parking Stall and Storage Assignment Agreement "Highline"
EPS _____

BETWEEN:

Thind Parking Corp.
(the "Assignor")

AND:

(the "Assignee")

RE: Parking stall(s) No(s) _____ (the "Stalls") and Storage Locker No. _____ (the "Locker") shown on Strata Plan EPS _____.

WHEREAS the Assignor is the lessee of the Stall and/or Locker and the Assignee is either The Owners, Strata Plan No. EPS _____ (the "Strata Corporation") or the registered owner or purchaser of strata lot _____ (the "Strata Lot") in Highline.

In consideration of the covenants and agreements set forth in the Assignment, the parties agree with each other as follows:

1. Assignment: The Assignor hereby assigns to the Assignee its partial interest in the lease (the "Lease") dated October 11th, 2023 made between 6511 Sussex Heights Development Ltd. as "Owner", and the Assignor as "Lessee", pertaining to the exclusive right to lease the Stall and/or Locker for the balance of the Term (as defined in the Lease). This Assignment will not be effective until the Assignee has given a copy of this Assignment to the Owners, Strata Plan No. EPS _____ (the "Strata Corporation").
2. Assignment Contingent Upon Strata Lot Ownership: Unless the Assignee is the Strata Corporation, the Assignee, its successors, permitted assigns, heirs, executors or administrators shall only be entitled to the rights with respect to the Stall for as long as the Assignee owns the Strata Lot.
3. Compliance: The Assignee agrees to use the Stall in accordance with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment.
4. Sale or Disposition: The Assignee may only assign its rights under this Assignment to the Strata Corporation, a purchaser of the Strata Lot or to another owner of the strata lot within the Strata Corporation.
5. Acknowledgement: The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.
6. Enurement: This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties have executed this Assignment effective as of the _____ day of _____, 20____.

Thind Parking Corp.

Per: _____
Assignor

Assignee

APPENDIX N
[ATTACHED]

No. S-247664
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND

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

RESPONDENTS

CONSENT OF THE PROPOSED RECEIVER

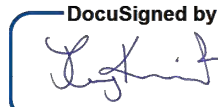
KSV Restructuring Inc. hereby consents to act as the Court-appointed receiver in respect of Thind Parking Corp., pursuant to the terms of the amended and restated receivership order contained in the Application Record of KSV Restructuring Inc., in its capacity as the Court-appointed receiver of 6511 Sussex Heights Development Ltd., Minoru Square Development Limited Partnership, and Minoru View Homes Ltd., the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended, in respect of these proceedings.

Dated: January 13, 2025

KSV RESTRUCTURING INC.

DocuSigned by:

Per:



Name: Jason Knight

Title: Managing Director