No. VIC-S-H-247963
Victoria Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BJK HOLDINGS LTD.

PETITIONER

AND:

1270858 B.C. LTD.
TLA GROUP OF HOLDING COMPANIES INC.
CHRISTOPHER BRADLEY
TROY DAVID GRANT
STERLING LIVING LIMITED PARTNERSHIP
TRI SKYEVIEW DEVELOPMENT GROUP LIMITED PARTNERSHIP
ADDY (815 & 824 SELKIRK AVE.) CORP.
TRI-STERLING DEVELOPMENTS LIMITED PARTNERSHIP
COBRAFER CONSTRUCTION LTD.
6 MILES CONTRACTING LTD.
FACTUM CORP.

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE JUSTICE VEENSTRA	))))	JULY 15, 2025

ON THE APPLICATION of McEown and Associates Ltd., in its capacity as Receiver of 1270858 B.C. LTD. (the "**Receiver**") coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, on July 15, 2025 and on hearing Jeremy D. West, counsel for the Receiver and those other counsel listed on **Schedule "A"** hereto;

THIS COURT ORDERS that:

1. Capitalized terms not defined herein shall have the meanings set out in the Sale Process attached hereto as **Schedule "B"**.

PRE-SALE CONTRACTS DISCLAIMER

2. The Receiver may, on notice to the affected parties (the "**Pre-Sale Contracts Counterparties**"), disclaim any or all of the pre-sale contracts attached as Appendix "D" to the First Report.

3. On the condition that all deposits made by the Pre-Sale Contracts Counterparties together with any interest thereon are returned to the Pre-Sale Contracts Counterparties in accordance with their respective pre-sale contracts, the Pre-Sale Contracts Counterparties shall be and are hereby permanently enjoined from registering charges on title to the Property relating to any such disclaimer by the Receiver.

SALE PROCESS

4. The Sale Process substantially in the form attached as **Schedule "B"** hereto is hereby approved.

5. The Receiver is hereby authorized to carry out the Sale Process and to take such steps and execute such documentation as may be necessary or incidental to the Sale Process.

6. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, 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 a sale of the Property (the "**Sale**"). Each prospective purchaser or bidder to whom 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.

STALKING HORSE AGREEMENT

7. The execution by the Receiver of the Stalking Horse Agreement substantially in the form attached hereto as **Schedule "C"** is hereby authorized, provided that nothing herein approves the sale of the Property as defined in the Stalking Horse Agreement on the terms set out in the Stalking Horse Agreement, and that the approval of any sale of the Property by the Court will be subject to a Vesting Order anticipated to be granted in accordance with the Sale Process, subject to further order of the Court.

APPROVAL OF RECEIVER'S REPORT

8. The First Report, the Supplemental Report to Receiver's First Report dated July 8, 2025 and the activities of the Receiver described therein are hereby approved.

GENERAL

9. This Order is authorized to be entered in the Vancouver Registry of the Supreme Court of British Columbia.

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

11. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is hereby dispensed with.

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

Signature of Jeremy D. West
Counsel for McEown and Associates Ltd., in its capacity as Court-appointed Receiver of 1270858 B.C. Ltd.

BY THE COURT

Digitally signed by Veenstra, J

Digitally signed by Maarhuis, Danielle

REGISTRAR

SCHEDULE "A"

List of Counsel

Counsel's Name	Party Representing
Wojtek Jaskiewicz/Megan Mossip	BJK Holdings Ltd.

SCHEDULE "B"

Sale Process

1. Pursuant to an Order (as may be amended from time to time, the "**Receivership Order**") of the Honourable Justice Wolfe of the Supreme Court of British Columbia (the "**Court**") dated November 8, 2024, McEown and Associates Ltd. was appointed as Receiver (in such capacity, the "**Receiver**") without security, over all the assets, undertakings and property of 1270858 B.C. Ltd. (the "**Debtor**"), acquired for or used in relation to the construction, by the Debtor, of a residential strata development located at 244 Island Highway, Victoria, BC and legally described as PID: 031-302-777, Lot 1 Section 3 Esquimalt District Plan EPP108365 (collectively, the "**Property**").

2. On July 15, 2025, the Court made an order (the "**Bidding Procedures Order**") which, among other things (a) approved the Receiver's entry into a certain purchase agreement for the purchase and sale of the shares of the Debtor between the Receiver and 5450 Realty Inc., (as party to the agreement, the "**Stalking Horse Bidder**") dated June 13, 2025 (the "**Stalking Horse Agreement**") so as to set a minimum price in respect of the Property, and (b) approved this sale process (the "**Sale Process**") for the Property, subject to Court approval by way of a Reverse Vesting Order or Asset Vesting Order. As a result, interested parties will have an opportunity to submit offers to purchase the Property.

3. All references to currency in this Sale Process are references to Canadian Dollars unless otherwise stated. In this Sale Process, "**Business Day**" means any day other than a Saturday, Sunday, or statutory holiday in the Province of British Columbia.

4. The Property will be sold on an "as is, where is" basis, without representations or warranties of any kind by the Receiver, the Debtor, or any of their respective agents or estates.

Marketing

5. The Receiver or its real estate agent will solicit offers for the Property and market the Property as they see fit, including but not limited to the following:

    a. preparing a teaser document (the "**Teaser**") that outlines the Property for sale and this Sale Process;

b. sending the Teaser to a list of potential interested parties as soon as the Sale Process is approved by the Court; and

c. responding as appropriate at any time prior to the Bid Deadline to various questions and queries from interested parties with the assistance of the Debtor's management.

Sale Process and Timelines

6. All offers to purchase the Property must be submitted in accordance with the terms of this Sale Process and in compliance with the deadlines set out in this Sale Process, subject to the discretion of the Receiver in adjusting deadlines as provided in this Sale Process.

Letter of Interest and Non-Disclosure Agreement

7. In order to participate in the Sale Process, an interested party (a "**Participant**") must deliver the following documents to the Receiver:

   a. a letter setting out: (i) the identity of the Participant, (ii) the contact information of the Participant and its legal counsel, if any, and (iii) full disclosure of the principals and ultimate parent of the Participant;

   b. an executed Non-Disclosure Agreement in form and substance satisfactory to the Receiver; and

   c. written evidence upon which the Receiver may reasonably conclude that the Participant has the necessary financial ability to close the contemplated transaction

   (collectively, the "**Participant Requirements**").

8. The Receiver will review all Participant Requirements received as soon as practicable after receipt and if the Participant Requirements are deemed satisfactory by the Receiver in its reasonable discretion then the person shall be deemed a Participant in this Sale Process.

Due Diligence

9. The Receiver will assemble and prepare an electronic data room including information regarding the Property to the extent that it is available to the Receiver (the "**Due Diligence Materials**").

10. Only those persons deemed to be a Participant in this Sale Process will be permitted to access the Due Diligence Materials. Participants will be permitted access to the Due Diligence Materials as soon as practicable after being deemed Participants.

11. The Receiver may at its discretion furnish, but shall not be obligated to furnish, any due diligence information other than the Due Diligence Materials. The Receiver is not responsible for, and will bear no liability with respect to, any information obtained by any party in connection with the sale of the Property.

Submissions of Qualified Bids

12. In order to be considered a qualified bid by the Receiver (a "**Qualified Bid**"), a bid must satisfy each of the following conditions:

    a. a Qualified Bid must be submitted in the form of an executed mark-up of the Stalking Horse Agreement reflecting the Participant's proposed changes to the Stalking Horse Agreement;

    b. a Qualified Bid must be open for acceptance and irrevocable until August 21, 2025;

    c. a Qualified Bid must not be conditional on obtaining financing or any internal approval or on the outcome or review of due diligence. Any other contingencies associated with a Qualified Bid may not, in aggregate, be more burdensome than those set forth in the Stalking Horse Agreement;

    d. a Qualified Bid must be accompanied by written evidence of a commitment for financing or other evidence of the ability to consummate the transaction satisfactory to the Receiver and appropriate contact information for such financing sources must be provided;

    e. a Qualified Bid, other than the Stalking Horse Agreement, may not request or entitle the bidder to any break-up fee, expense reimbursement or similar type of payment;

    f. each Qualified Bid must be accompanied by a cash deposit equal to five percent (5%) of the total purchase price contemplated under the Qualified Bid, which shall be paid to the Receiver by certified cheque or banker's

draft, to be held by the Receiver in trust in accordance with this Sale Process;

g. the aggregate consideration in a Qualified Bid must realize net sale proceeds at least $100,000 greater than the Stalking Horse Agreement, after payment of the Break Fee, real estate commission, and all other closing costs in respect to the proposed transaction.

h. a Qualified Bid must be delivered to the Receiver at or prior to 10:00 a.m. Pacific Time on August 15, 2025 (the "**Bid Deadline**").

13. Notwithstanding the above requirements, the Stalking Horse Agreement is deemed to be a Qualified Bid for all purposes of this Sale Process.

If no Qualified Bid other than the Stalking Horse Agreement

14. If no Qualified Bid other than the Stalking Horse Agreement is received by the Bid Deadline, then the Sale Process shall be terminated and the Stalking Horse Bidder shall be declared the successful bidder at the price set out in the Stalking Horse Agreement. The Receiver shall then as soon as reasonably practicable apply for the Reverse Vesting Order as defined in the Stalking Horse Agreement and consummate the Stalking Horse Agreement.

Auction

15. Only if at least two Qualified Bids (inclusive of the Stalking Horse Agreement) are submitted in the Sale Process shall the Receiver conduct an auction for the Property (the "**Auction**") at the offices of Watson Goepel LLP at 1200 – 1075 West Georgia Street, Vancouver, BC (the "**Auction Location**") beginning at 10:00 a.m. on August 19, 2025 (the "**Auction Date**"), or at such later time or other place as the Receiver may advise.

16. The Auction shall be conducted in accordance with the following procedures:

a. At least two days prior to the Auction Date, the Receiver will inform the Qualified Bidders which Qualified Bid the Receiver considers to be the highest offer for the Property (the "**Starting Bid**"). Other than the purchase price, no changes to the Starting Bid selected by the Receiver will be permitted.

b. Only the Receiver, the Qualified Bidders and the advisors of each of the foregoing shall be entitled to attend the Auction, and each Qualified Bidder must have at least one individual representative with authority to

bind such Qualified Bidder present at the Auction. Qualified Bidders and their advisors may attend the Auction via videoconference or in person.

c. The Qualified Bidders will be placed in separate meeting rooms at the Auction Location, or in separate breakout rooms if attending the Auction by videoconference.

d. All proceedings at the Auction shall be overseen and documented by the Receiver and its legal counsel.

e. The Auction will be conducted through a series of "rounds of bidding" (each a "**Round**"). In each Round:

   i. the Receiver will present the highest Qualified Bid from the preceding Round (the "**Floor Bid**") to the Qualified Bidders. In the first Round, the Starting Bid will be the Floor Bid;

   ii. the Qualified Bidders will be given an opportunity within a set period of time to improve their Qualified Bid such that the total consideration offered for the Property is no less than the sum of (A) the total consideration offered in the Floor Bid, plus (B) $50,000, plus (C) the amount of the Break Fee in the Stalking Horse Agreement (the "**Auction Minimum Bid Increment**") (each, an "**Improved Bid**"); and

   iii. the Receiver will consider the Floor Bid and each Improved Bid to determine, in its reasonable business judgment, which is the highest offer for the Property.

f. The Rounds will continue until such time as no Improved Bids are received within the time limit set by the Receiver in its sole discretion, or until the Receiver determines, in its reasonable business judgement, that no Improved Bid is higher than the Floor Bid. The Floor Bid in the last Round of the Auction will be the "**Successful Bid**".

g. Improved Bids in each Round will be presented to the Receiver and will be fully disclosed to the other Qualified Bidders so that they may submit an improved bid if they choose, within the time limit set by the Receiver in its sole discretion.

h. The Receiver may, in its sole discretion, amend the Auction Minimum Bid Increment for each Round and will disclose the new Auction Minimum

Bid Increment to the Qualified Bidders at the commencement of the Round.

i. The Receiver may introduce such other procedural rules as the Receiver considers to be fair and reasonable in the circumstances, provided that such rules as disclosed to the Qualified Bidders are not inconsistent with the Sale Process or the Bidding Procedures Order; and that no such rules may change the requirement that all Improved Bids shall be made and received in one room, within a defined period, on an open basis, and all other Qualified Bidders (that have not failed to make an Improved Bid in a prior Round of bidding) shall be entitled to be present for all bidding with the understanding that the true identity of each Qualified Bidder shall be fully disclosed to all other Qualified Bidders and that all material terms of the then highest and/or best Improved Bid at the end of each Round of bidding will be fully disclosed to all other Qualified Bidders.

17. Following completion of the Auction, the Receiver shall as soon as reasonably practicable apply for the Reverse Vesting Order as defined in the Successful Bid and consummate the Successful Bid.

Break Fee

18. If a transaction is completed pursuant to the Successful Bid with a party that is not the Stalking Horse Bidder, the break fee in the Stalking Horse Agreement shall be payable to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Agreement.

Failure to Complete a Transaction

19. If the transaction contemplated by the Successful Bid fails to close as a result of a breach by the prospective purchaser, its deposit shall be absolutely forfeited to the Receiver as liquidated damages, without prejudice to the Receiver's additional rights and remedies against such prospective purchaser whether at law or in equity. In particular, the Receiver specifically reserves the right to seek all available damages from such party in addition to the retention of the deposit.

Return of Deposits

20. The deposit provided in connection with the Successful Bid will be retained by the Receiver until a transaction is completed pursuant to the Successful Bid. The deposit provided in connection with all other Qualified Bids will be promptly

returned after the Auction has concluded provided that they are not retained under the paragraph entitled "Failure to Complete a Transaction" above.

Notice

21. All documents and correspondence to be delivered by a party in connection with this Sale Process shall be delivered by courier or email:

    To the Receiver at:

    McEown and Associates Ltd., in its capacity
    as court-appointed Receiver of 1270858 B.C. Ltd.
    110 - 744 West Hastings St.
    Vancouver, BC
    V6C 1A5

    Attention: John McEown
    Email: jm@mceownassociates.ca

Modifications

22. This Sale Process may be modified or amended by the Receiver provided that if such modification or amendment materially deviates from this Sale Process, such modification or amendment may only be made by order of the Court.

23. The Receiver may (a) determine, in its reasonable business judgment, which Qualified Bid is the highest or otherwise best offer, or (b) reject a Qualified Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of this Sale Process, or (iii) contrary to the best interests of the Receivership estate.

Schedule "C"

Stalking Horse Agreement

OFFER TO PURCHASE AND CONTRACT OF PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated for reference the 13th day of June, 2025 is made

BETWEEN:

5450 REALTY INC.

(the "**Purchaser**")

AND:

1270858 B.C. LTD. by **McEOWN AND ASSOCIATES LTD.** solely in its capacity as court appointed receiver.

(the "**Vendor**")

WHEREAS:

A. By order dated November 8, 2024, (the "**Receivership Order**") of the Supreme Court of British Columbia (the "**Court**") made in Supreme Court of British Columbia Action No. VIC-S-H-247963, Victoria Registry (the "**Proceedings**"), the Vendor was appointed receiver of all the assets, undertakings, and property of 1270858 B.C. Ltd.; and

B. The Purchaser and the Vendor have entered into this Offer to Purchase whereby the Purchaser has agreed to subscribe for, and the Vendor has agreed to issue, the Purchased Shares (as defined herein) on and pursuant to the terms set forth herein.

1. **INTERPRETATION**

1.1. **Definitions**

In this Offer to Purchase:

1.1.1. "**Books and Records**" means the books and records of the Company, including the financial statements, corporate, operations and sales books, records, business reports, plans and projections, the Company's minute book, and all other documents, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise, including all data and information stored on computer-related or other electronic media;

1.1.2. "**Buildings**" means the buildings and other improvements on the Lands including, without limitation, mechanical and electrical systems;

1.1.3. "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in British

Columbia;

1.1.4. "**Claims**" means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgements, costs, expenses, fines, disbursements, legal fees (on a substantial indemnity basis) and other professional fees and disbursements, interest, demands and actions of any kind or any nature whatsoever;

1.1.5. "**Closing**" has the meaning set out at Section 8.1;

1.1.6. "**Closing Date**" means fifteen (15) days after court approval;

1.1.7. "**Company**" means 1270858 B.C. Ltd;

1.1.8. "**Contaminants**" means, without limitation, asbestos, poly-chlorinated biphenyls and any substance or material which falls within the definition of "waste", "special waste", "hazardous chemicals", "hazardous waste", "dangerous goods", "toxic substances", any variation of such terms or any terms of similar import in the *Canadian Environmental Protection Act* (Canada), the *Environmental Management Act* (British Columbia), each as at the date hereof, or in any other applicable Environmental Laws;

1.1.9. "**Credit Bid Consideration**" has the meaning set out at Section 2.6.2.

1.1.10. "**Disclosure Statement**" means, collectively, the disclosure statement prepared in connection with the Property;

1.1.11. "**Environmental Laws**" means any and all federal, provincial, municipal or other governmental or regulatory laws and rules in effect from time to time relating to the environment, occupational safety, health or transportation;

1.1.12. "**Equity Interests**" means any capital share, capital stock, partnership, membership, joint venture, or other ownership or equity interest, participation or securities (whether voting or nonvoting, whether preferred, common or otherwise, and including share appreciation, contingent interest, or similar rights) of a person;

1.1.13. *"***Final Reverse Vesting Order**" means the Reverse Vesting Order when it has satisfied the following conditions: (a) it is in full force and effect; (b) it has not been reversed, modified or vacated and is not subject to any stay; and (c) all applicable appeal periods have expired, and any appeals therefrom have been finally disposed of, leaving the Reverse Vesting Order wholly operable;

1.1.14. "**Lands**" means the lands and premises in Victoria, British Columbia, legally described in Part 1 of Schedule "A" attached hereto;

1.1.15. "**Land Title Office**" means the Victoria Land Title Office;

1.1.16. "**Lending Agreements**" means certain loan agreement dated as of June 7, 2023 among the

Company, as borrower, TLA Group of Holdings Companies Inc., Christopher Bradley and Troy David Grant, as guarantors and BJK Holdings Ltd. ("**BJK**") as lender, as amended by an amending agreement dated August 3rd, 2023, and a forbearance agreement dated April 26, 2024 among the Company, as borrower, and TLA Group of Holdings Companies Inc., Christopher Bradley, Troy David Grant, 1264902 B.C. Ltd., Sterling Living (G.P.) Inc., and 1269354 B.C. Ltd., as guarantors (collectively, the "**Guarantors**") and BJK, as lender, (collectively, as modified, amended, supplemented, revised, restated and replaced form time to time);

1.1.17. "**Lending Agreements Debt**" means the aggregate amount owing under the Lending Agreements as of the Closing Date;

1.1.18. "**Liability**" means, with respect to any person, any liability or obligation of such person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such person;

1.1.19. "**Mutual Waiver Date**" means 21 days after the completion or termination of the Sales Process or such other date as mutually agreed upon by the parties;

1.1.20. "**Notice of Alteration**" means, to the extent required, the notice of alteration in respect of the Company's authorized and issued capital to create a new class of shares of the Company, and effect such other changes to the articles of the Company, as required, in order to consummate the transactions pursuant to this Offer to Purchase, such Notice of Alteration to be in form and substance satisfactory to the Purchaser acting reasonably;

1.1.21. "**Offer to Purchase**" means this Offer to Purchase and Contract of Purchase and Sale Agreement;

1.1.22. "**Permitted Encumbrances**" means:

1.1.22.1. the notations and encumbrances set forth in Part 2 of Schedule "A" attached hereto; and

1.1.22.2. any other leases, agreements, liens, charges or encumbrances expressly permitted in writing by the Purchaser;

1.1.23. "**Plans and Warranties**" all plans, permits, licences or warranties relating to the Property;

1.1.24. "**Priority Payable Consideration**" has the meaning set out at 2.6.1;

1.1.25. "**Project Deposits**" means collectively, all deposits related to the development on the Lands;

1.1.26. "**Project Documents**" means:

1.1.26.1. copies of any environmental, building condition, or geotechnical reports or studies;

1.1.26.2. copies of all building permits;

1.1.26.3. copies of plans, specifications, and surveys for and relating to the Property, including mechanical, architectural, or electrical design drawings and building specifications all if in the Vendor's possession;

1.1.26.4. copies of any construction contracts relating to the Buildings;

1.1.26.5. copies of the Disclosure Statement;

1.1.26.6. Traveler's Insurance Escrow Agreement;

1.1.26.7. evidence of the existing insurance relating to the Property;

1.1.26.8. copies of any Plans and Warranties; and

1.1.26.9. copies of the most currently available property assessment and realty tax notices/statements, and utilities invoices for the Lands.

1.1.27. "**Property**" means the Lands, the Buildings, the Plans and Warranties, the Project Deposits and the benefit of the Project Documents;

1.1.28. **"Priority Payables"** means any amounts owing as of the Closing Date under the receiver's charge approved pursuant to the Receivership Order;

1.1.29. "**Purchase Price**" means the sum of $18,500,000;

1.1.30. "**Purchased Shares**" has the meaning set out at Section 2.1.1;

1.1.31. "**Purchaser's Solicitors**" means WeirFoulds LLP;

1.1.32. "**Reverse Vesting Order**" means a reverse vesting order of the Court, substantially in the form attached hereto as Schedule "B" pursuant to which the Company continues to hold all of its right, title, and interest in the Lands and the Buildings, and all Claims and encumbrances against the Company, including all Claims and encumbrances against the Company's interest in the Lands and the Buildings, and any Excluded Assets or Excluded Liabilities are vested in a new entity incorporated for that purpose;

1.1.33. "**Sales Process**" means a sales process order made by the Supreme Court of British Columbia in action number 247963 in the Victoria Registry;

1.1.34. "**Traveler's Insurance Escrow Agreement**" means the escrow agreement dated August 3rd, 2023 between Travelers Insurance Company Canada, the Company, and Fasken Martineau Dumoulin LLP; and

1.1.35. "**Vendor's Solicitors**" means Watson Goepel LLP.

1.2 **Currency**

All dollar amounts referred to are Canadian dollars.

1.3. **Construction**

The division and headings of this Offer to Purchase are for reference only and are not to affect construction or interpretation.

1.4. **Governing Law**

This Offer to Purchase shall be governed by the laws of British Columbia.

2. **PURCHASE AND SALE**

2.1. **Offer to Purchase**

2.1.1. Upon acceptance and subject to the terms and conditions of this Offer to Purchase, the Vendor shall issue to the Purchaser, and the Purchaser shall subscribe for that number of shares in the capital of the Company from treasury, to be specified by the Purchaser at least 5 days prior to Closing, which shares shall be free and clear of all encumbrances (the "**Purchased Shares**"). Notwithstanding the foregoing, the Vendor may, in its sole discretion and on written notice to the Purchaser, extend the Closing Date by up to seven (7) days.

2.1.2. Pursuant to the Reverse Vesting Order and, if required, the Notice of Alteration, all Equity Interests of the Company outstanding prior to the issuance of the Purchased Shares, other than the Purchased Shares, shall be cancelled without consideration, and the Purchased Shares shall represent 100% of the outstanding Equity Interests in the Company after such cancellation and issuance.

2.1.3. For the avoidance of doubt, upon the Closing, the Company will be wholly owned, directly or indirectly, by the Purchaser.

2.2 **Excluded Assets**

Notwithstanding any provision of this Offer to Purchase to the contrary, as of the Closing, the assets of the Company shall not include any of the assets set forth in Schedule "C" hereto (collectively, the "**Excluded Assets**").

2.3 **Excluded Contracts**

Notwithstanding any provision of this Offer to Purchase to the contrary, as of the Closing, the

assets of the Company shall not include any of the contracts set forth in Schedule "D" hereto (collectively, the "**Excluded Contracts**").

2.4 **Retained Liabilities**

Pursuant to this Offer to Purchase and the Reverse Vesting Order, as of the Closing Date, the only obligations and Liabilities of the Company shall consist of only the items specifically set forth in Schedule "E" hereto (collectively, the "**Retained Liabilities**"); provided, for the avoidance of doubt, that the Retained Liabilities of the Company pursuant to this Section 2.5 shall continue to be Liabilities of the Company as of Closing.

2.5 **Excluded Liabilities**

Save and except for the Retained Liabilities explicitly set out herein, if any, the Purchaser is not assuming, and shall not be deemed to have assumed, any Liabilities of the Vendor (collectively, the "**Excluded Liabilities**"), which Excluded Liabilities include, but are not limited to, the following:

2.5.1 all liabilities and Claims arising or accruing from the use of, or in any way related to, the Excluded Assets or the Excluded Contracts; and

2.5.2 all Liabilities of the Vendor set forth in Schedule "F" hereto.

2.6 **Purchase Price Allocation**

The total aggregate consideration payable by the Purchaser for the Purchased Shares shall be allocated as follows:

2.6.1 first, to the Priority Payables (the "**Priority Payable Consideration**"), if any; and

2.6.2 the remainder shall be satisfied by a release of an amount equal to the difference between the Purchase Price and the Priority Payable Consideration, from the total amount outstanding under the Lending Agreements (the "**Credit Bid Consideration**").

2.7 **Satisfaction of Purchase Price**

2.7.1 The Credit Bid Consideration shall be paid and satisfied on the Closing Date by BJK releasing the Company from repayment of all amounts owing in connection with the Credit Bid Consideration. The Guarantors shall not be released from a claim for deficiency unless the Credit Bid Consideration exceeds the amounts owed to BJK under the Lending Agreements.

2.7.2 The Priority Payable Consideration, if any is outstanding, shall be paid and satisfied on the Closing Date by the Purchaser paying the Priority Payable Consideration to the Vendor.

2.3 **Termination of Contract**

This Offer to Purchase may be terminated at the Vendor's sole option if at any time prior to Court approval,

2.3.1 the Court varies or vacates the Receivership Order to remove or impede the Vendor's ability to market the Lands for sale; or

2.3.2 the Vendor determines, in its sole discretion, that it is inadvisable to present this Offer to Purchase to the Court for any reason whatsoever,

and in any such event the Vendor shall have no further obligations or liability to the Purchaser under this Offer to Purchase or otherwise.

3. **DOCUMENTS AND INSPECTION**

3.1 **Project Documents and Books and Records**

The Vendor confirms that it has delivered or made available to the Purchaser copies of the Project Documents and Books and Records, to the extent the Project Documents and Books and Records are in the Vendor's possession. For additional clarity, the Vendor makes no representations or warranties as to the completeness or veracity of the Project Documents or Books and Records. If this Offer to Purchase becomes null and void (including under Section 7.3.1), the Purchaser shall thereupon return or destroy all Project Documents, Books and Records, and all other material in its possession without retaining any copies thereof.

3.2 **Inspection**

The Purchaser shall be entitled upon reasonable notice to the Vendor to enter the Property and carry out tests and inspections of the Property provided that a representative of the Vendor shall be provided the opportunity and shall be entitled to accompany the Purchaser during tests and inspection of the Property, and the Vendor shall have the right to approve invasive or intrusive inspections, tests and audits, if any are proposed by the Purchaser, prior to such inspections, tests and audits being undertaken. The Purchaser agrees to indemnify and hold the Vendor harmless from any physical damage to the Property or to the Vendor, its agents or employees, arising out of such entry.

4. **ADJUSTMENTS AND RELATED MATTERS**

4.1 **Adjustments**

There will be no adjustments, either incoming and outgoing, with respect to the Property, including taxes, utilities, rents, security deposits, operating expenses, fuel, licences and other items normally adjusted between a vendor and purchaser in the sale of similar properties.

5 POSSESSION

5.1 Possession Date

The Purchaser shall, upon completion of the sale and purchase, and subject to the Permitted Encumbrances, have possession of the Property as of the Closing Date.

6 REPRESENTATIONS AND WARRANTIES

6.1 Vendor's Representations and Warranties

The Vendor hereby represents and warrants to the Purchaser, that the Vendor has, or will have after obtaining the court approval referred to in Section 7.2, all necessary authority to complete the transactions herein, including but not limited to the sale of Purchased Shares and to execute and deliver this Offer to Purchase and all other documents and instruments contemplated herein or therein to which it is or will be party and to perform its obligations hereunder and thereunder.

6.2 As Is Where Is

The Purchaser acknowledges, covenants, and agrees that:

6.2.1. except as expressly set forth herein, it is purchasing the Purchased Shares on a strictly "as is, where is" basis;

6.2.2. it enters into this Offer to Purchase relying solely on its own inspections, it has not relied on any documents or information provided by the Vendor or any representation or warranty given by or on behalf of the Vendor concerning the Property except as otherwise expressly set out herein and it is the obligation of the Purchaser to satisfy itself (at the Purchaser's sole cost and expense) on all matters relating to or affecting the Property, including the following:

6.2.2.1. the latent or patent defects, state of repair or condition of the Property, environmental, soils, surface and ground water, physical or otherwise, including the presence or absence of Contaminants on, in, under or about the Property or any surrounding or neighbouring property;

6.2.2.2. the development potential or the fitness of the Property for the intended use of it by the Purchaser, and that certain marketing activities have been previously undertaken by a developer pursuant to the Disclosure Statement;

6.2.2.3. the general condition and state of any improvements, equipment, utilities or other facilities or systems in, on, under or servicing the Property;

6.2.2.4. the boundaries and dimensions of the Property;

6.2.2.5. the access to and egress from, or past, present or future permitted uses or zoning of the Property and the bylaws of the municipality or any other governing authority which relate to any of the Property;

6.2.3. the Purchaser understands and agrees that the Vendor has no obligation to conduct any investigations, tests or studies or any due diligence review of any kind whatsoever with respect to the any matter relating to the Property;

6.2.4. the Purchaser agrees and acknowledges that the Vendor is providing the Project Documents for purposes of notice only and delivery of such materials does not constitute a warranty or representation of any kind as to the quality or condition (whether environmental or otherwise) of the Property or the suitability or fitness of the Property for any of the Purchaser's purposes or intended uses whatsoever. The Vendor makes no representation or warranty as to the accuracy or completeness of any reports or information prepared by any person other than the Vendor and provided to the Purchaser hereunder;

6.2.5. the Purchaser forever releases the Vendor and its directors, officers, shareholders, agents and employees from any and all Claims relating to any of the matters set out above in this Section 6.2 and the Purchaser further covenants and agrees that the Vendor and its directors, officers, shareholders, agents and employees shall have no liability or obligation with respect to any of the matters described in this Section 6.2 any and all of which shall, on the Closing Date, be accepted and assumed by the Purchaser;

6.2.6. upon completion of the Purchaser's acquisition of the Property, the Purchaser shall be deemed to have unconditionally and irrevocably waived and released the Vendor and its officers, directors, shareholders, agents, consultants and representatives from any Claims relating to the environmental condition of the Property or neighbouring properties including any Claims related to the presence of any Contaminants on, under or within the Property or neighbouring Property or the non-compliance of the Property or neighbouring properties with any Environmental Laws;

6.2.7. if on the Closing Date the Vendor is in default in any material respect under any of the covenants and agreements to be observed or performed by the Vendor under this Offer to Purchase, the Purchaser may elect not to complete the purchase of the Purchased Shares under this Offer to Purchase. Upon completion of the purchase and sale of the Purchased Shares on the Closing Date as herein provided, each party shall be deemed to have waived, to the extent it has actual knowledge of, any non-compliance with any term, covenant or condition by, or any inaccurate representation and warranty of, any other party;

6.2.8. the Vendor will present this Offer to Purchase to the Court for approval once all conditions precedent, save for Court-approval, have been waived or declared fulfilled, and in so doing is not contractually or otherwise liable to the Purchaser or any other party in any way;

6.2.9. the assets to be purchased under this Offer to Purchase does not include any personal property or chattels, and that any personal property or chattels remaining in the premises on the Property which are taken by the Purchaser, are taken at their own risk and expense, without representation or warranty of any kind from the Vendor as to the ownership or state of repair of any such personal property or chattels;

6.2.10. there will be no adjustments made to the Purchase Price on account of any tenancies assumed by the Purchaser, including but not limited to adjustments for rents or security

deposits;

6.2.11. the provisions of this Section 6.2 shall survive the Closing.

6.3 **Purchaser's Representations and Warranties**

The Purchaser hereby represents and warrants to the Vendor, regardless of any independent investigations that the Vendor may cause to be made, that as at the date of this Offer to Purchase:

6.3.1. the Purchaser has the power, authority and capacity to purchase the Purchased Shares;

6.3.2. if and only if the Reverse Vesting Order is granted, the execution and delivery of this Offer to Purchase does not conflict with any other agreement binding on the Purchaser and has been and the completion of this Offer to Purchase will have been by the Closing Date duly authorized by all necessary corporate action on the part of the Purchaser; and

6.3.3. to protect their interests in purchasing the Purchased Shares, the Purchaser acknowledges and agrees that they should attend at the Court hearing in person, virtually, or by agent.

7 **CONDITIONS PRECEDENT**

7.1 **Purchaser's Conditions Precedent**

The Purchaser confirms that this Offer to Purchase is not subject to any conditions that are for the sole benefit of the Purchaser.

7.2 **Mutual Condition**

The parties obligation to complete the transactions contemplated by this Offer to Purchase is subject to the Court granting the Reverse Vesting Order and such Reverse Vesting Order thereafter satisfying all of the requirements within the definition of a Final Reverse Vesting Order (the "**Mutual Condition**"), which Mutual Condition must be fulfilled on or before 5.00 p.m. Vancouver time on the Mutual Waiver Date. This condition is for the benefit of each of the parties and may not be unilaterally waived by either party.

7.3 **Consideration for and Nature of Conditions**

The Purchaser and the Vendor have each paid the other the sum of $10.00 as consideration for their respective rights to remove or waive the conditions set forth in this Article 7 and the parties acknowledge the receipt and sufficiency in all respects of such consideration and the parties acknowledge and agree that although their obligations to complete the sale and purchase contemplated by this Offer to Purchase are subject to fulfilment or waiver of such conditions:

7.3.1. the Mutual Condition is not a condition to there being a binding agreement of purchase and sale between the parties respecting the Purchased Shares; and

7.3.2. until the time limited for the fulfilment of the Mutual Condition has expired, this Offer to Purchase is not void, voidable, revocable or, except in the case of default, otherwise capable

of being terminated by either of the parties.

8 CLOSING

8.1 Closing

The closing of the purchase and sale of the Property (the "**Closing**") shall commence at 9:00 a.m. on the Closing Date in the offices in Vancouver of the Vendor's Solicitors, or such other location as may be agreed to by the Vendor and Purchaser.

8.2 Vendor's Closing Documents

At the Closing, the Vendor will deliver to the Purchaser's Solicitors in trust to be held in escrow as hereinafter provided the following, duly executed as appropriate and applicable:

8.2.1. Court certified copy of the Reverse Vesting Order and any other orders as are necessary;

8.2.2. letters from the Vendor's Solicitors to the Land Title Survey Authority or other agency as may be required by the Reverse Vesting Order;

8.2.3. the Purchased Shares;

8.2.4. evidence of filing the Notice of Alteration, as applicable;

8.2.5. if applicable, either:

8.2.5.1. registrable releases of any liens, charges and encumbrances against all or any part of the Property or the Company other than Permitted Encumbrances; or

8.2.5.2. solicitor's undertakings in favour of the Purchaser's Solicitors and satisfactory to the Vendor's Solicitors and the Purchaser's Solicitors, each acting reasonably, providing for delivery and registration of such releases after completion upon receipt of the adjusted Purchase Price due to the Vendor on the Closing Date;

8.2.6. all keys and master keys to all units and facilities of the Property in the Vendor's possession; and

8.2.7. such other documents as the Vendor's Solicitors may reasonably require to document the sale and purchase contemplated herein.

8.3 Purchaser's Closing Documents

At the Closing, following delivery into escrow by the Vendor of those documents described in Section 8.2, the Purchaser will execute and deliver to the Purchaser's Solicitors in escrow as hereinafter provided the following:

8.3.1. an amount payable to the Vendor or as the Vendor may direct by wire transfer or other form of immediately available funds, to satisfy the Purchase Price due on the Closing Date;

and

8.3.2. such other documents as the Purchaser's Solicitors may reasonably require to document the sale and purchase herein.

8.4 **Form of Documents**

All documents referred to in Sections 8.2 and 8.3 and not scheduled to this Offer to Purchase shall be prepared by the Purchaser's Solicitors (and delivered to the Vendor's Solicitors for review no later than three (3) Business Days prior to the Closing Date) and shall be in form and substance approved by the Purchaser's Solicitors and the Vendor's Solicitors, each acting reasonably. Certificates of officers of parties shall be on behalf of the party and not personally.

8.5 **Closing Escrow**

All documents and funds delivered by the Purchaser and the Vendor, except the letter referred to in Section 8.2.2, and any releases delivered pursuant to paragraph 8.2.5.1 shall be held in trust by the Purchaser's Solicitors in the Purchaser's Solicitor's offices until the letter referred to in Section 8.2.2 and any releases delivered pursuant to paragraph 8.2.5.1 have been accepted for registration in the Land Title Office, at which time all documents and monies will be released to the appropriate parties.

It will be a condition of the Closing that all matters of payment, execution and delivery of documents by each party to the other and the acceptance for registration of documents, including discharges, in the Land Title Office, all pursuant to the terms hereof, shall be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the Closing until everything required as a condition precedent at the Closing has been paid, executed and delivered.

8.6 **Purchaser's Financing**

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Closing Date, may wait to pay the Purchase Price to the Vendor until after the new mortgage documents have been submitted for registration in the Land Title Office, but only if, before such submission, the Purchaser has:

8.6.1. deposited with the Purchaser's Solicitors that portion of the Purchase Price not secured by the new mortgage;

8.6.2. fulfilled all the new mortgagee's conditions for funding except submitting the mortgage for registration; and

8.6.3. made available to the Vendor, a lawyer's undertaking to pay the Purchase Price upon the submission for registration of the new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

8.7 **Vendor's Financing**

If the Vendor has existing financial charges to be cleared from title, the Vendor, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Purchaser shall pay the Purchase Price to the Vendor's Solicitors, in trust, on undertakings to pay and discharge the financial charges and remit the balance, if any to the Vendor.

8.8 **Break Fee**

From the date that the Vendor executes this Offer to Purchase, the Vendor agrees to pay the Purchaser a break fee in the amount of $200,000 (the "**Break Fee**") in the event that the Vendor decides not to proceed with this Offer to Purchase for any reason whatsoever, including but not limited to the failure to remove the Mutual Condition set out in Section 7.2, and this Offer to Purchase is terminated and becomes null and void. For clarity, the Break Fee will also be payable by the Vendor to the Purchaser in the event that the Vendor receives and accepts a similar offer in accordance with the provisions of the Sales Process or accepts a competing bid for the Purchased Shares.

9 **GENERAL**

9.1 **Further Assurances**

Each of the parties shall execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Offer to Purchase.

9.2 **No Merger**

The parties agree that the execution and delivery of the closing documents according to Article 9 is not intended to and shall not in any way merge or otherwise restrict the terms, covenants, conditions, representations, warranties or provisions made or to be performed or observed by the parties contained in this Offer to Purchase other than their respective obligations to deliver the said closing documents.

9.3 **Entire Offer to Purchase**

This Offer to Purchase constitutes the entire agreement between the Vendor and the Purchaser pertaining to the purchase and sale of the Property and supersedes all prior agreements and undertakings, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser and there are no warranties, representations, covenants or agreements between the Vendor and Purchaser except as set forth herein.

9.4 **Notices**

Any notice, document or communication required or permitted to be given hereunder shall be in writing and delivered by hand or electronic transmission to the party to which it is to be given as follows:

To Vendor:
McEown And Associations Ltd.
744 Hastings Street W, Vancouver
British Columbia, V6C 1A5
Attention:
Email:

To Purchaser
5450 Realty Inc.
238 22 St N, Lethbridge, AB T1H 3R7
Attention: Russ Zemp
Email: russ.zemp@kirkstire.ca

or to such other address as either party may in writing advise. Any notice, document or communication will be deemed to have been given when delivered or when transmitted by electronic means and received.

9.5 **Fees and Taxes**

9.5.1. Each of the parties will pay its own legal fees and fees of its consultants. The Purchaser shall pay all registration and property transfer taxes payable in connection with its purchase of the Property.

9.5.2. This Section 9.5 shall survive and not merge on Closing.

9.6 **Time**

Time shall be of the essence of this Offer to Purchase, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.

If the time limited for the performance or completion of any matter under this Offer to Purchase expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day.

9.7 **Tender**

Any tender of documents or money may be made upon the party being tendered or upon its solicitors and money may be tendered by wire transfer (including by way of the Large Value Transfer System as required), solicitor's certified trust cheque, certified cheque or bank draft drawn on one of the five largest Canadian chartered banks.

9.8 **Enurement**

This Offer to Purchase shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns and reference to any party includes reference to its successors and permitted assigns.

9.9 **Assignment**

The Purchaser will have the right to assign its rights to an Affiliate(s) or any other entity in which the Purchaser or its Affiliate(s) has an ownership interest of not less than twenty-five percent (25%) of the voting shares/units, including a limited partnership or co-ownership, PROVIDED THAT:

9.9.1 the Purchaser will deliver written notice to the Vendor of any such assignment along with evidence satisfactory to the Vendor, acting reasonably, of its or its Affiliate's ownership interest in the assignee;

9.9.2 the Purchaser will remain fully liable to the Vendor for the performance by any such assignee of the obligations of the Purchaser and will note be released from the performance hereof; and

9.9.3 the assignee enters into an agreement with the Vendor assuming the rights and obligations of the Purchaser.

Otherwise, the Purchaser may only assign this Offer to Purchase with the prior written consent of the Vendor.

For the purposes of this Section, "**Affiliate**" has the meaning ascribed to it in the Business Corporations Act (British Columbia).

Notwithstanding the foregoing, the Purchaser will not be permitted, and will require the Vendor's prior written consent, not to be unreasonably withheld, to assign its rights to an Affiliate following the Mutual Wavier Date.

9.10 **Counterparts**

This Offer to Purchase may be executed in counterparts and when each party has executed a counterpart each of such counterparts shall be deemed to be an original and all of such counterparts when taken together shall constitute one and the same agreement.

9.11 **Execution Electronically**

This Offer to Purchase or a counterpart hereof may be executed by a party hereto and transmitted electronically and if so executed and transmitted this Offer to Purchase will be for all purposes as effective and binding upon such party as if such party had delivered an originally executed document.

9.12 **Confidentiality**

The parties shall keep confidential all information provided to them respectively by any other party hereto pursuant to this Offer to Purchase and shall keep confidential the terms of this Offer to Purchase, except:

9.12.1. for the purposes of any litigation which ensues relating to this Offer to Purchase;

9.12.2. for the purposes of any reports required to be made by them respectively under any statute or by law;

9.12.3. for the purpose of dealings with their accountants, lawyers and other professionals in the administration of their respective business; and

9.12.4. for the purpose of anything required under this Offer to Purchase.

9.13 **Schedules**

The following Schedules are incorporated into and form an integral part of this Offer to Purchase:

Schedule “A” – Legal Description and Permitted Encumbrances

Schedule “B” – Form of Reverse Vesting Order

Schedule "C” – Excluded Assets

Schedule “D” – Excluded Contracts

Schedule “E” – Retained Liabilities

Schedule “F” – Excluded Liabilities

The Parties acknowledge that as of the date of this Offer to Purchase, the Schedules to this Offer to Purchase are not complete. Such Schedules, where applicable, may be amended or completed by the Purchaser by written notice to the Vendor, up until two (2) days prior to the Closing Date.

This Offer to Purchase is irrevocable and is open for acceptance by the Vendor 48 hours after court approval of this Agreement and, upon acceptance by the Vendor, will constitute a binding agreement for the purchase and sale of the Property on the terms and conditions contained herein. In the event that this Offer to Purchase is not accepted by the Vendor on or before the aforesaid time and date, then this Offer to Purchase shall be null and void.

The Purchaser:

5450 Realty Inc.

Signed by:

By: David Thiessen
6D06097C1C7F431...
Authorized Signatory

David Thiessen

This Offer to Purchase is accepted by the Vendor this _____, 2025

The Vendor:

McEown And Associations Ltd., solely in its capacity as receiver of the Property and not in its personal capacity

By: _____
Authorized Signatory

SCHEDULE A

PART 1: LEGAL DESCRIPTION

Lot 1 Section 3 Esquimalt District Plan EPP108365
PID: 031-302-777

PART 2: PERMITTED ENCUMBRANCES

M76301 – Undersurface Rights – Her Majesty the Queen in Right of the Province of British Columbia – Inter Alia

CA6914551 – Covenant – The Corporation of the Town of View Royal

CA6914552 – Statutory Right of Way - The Corporation of the Town of View Royal

CA9272082 – Statutory Right of Way – British Columbia Hydro and Power Authority

CA9272083 – Statutory Right of Way – Telus Communications Inc.

CB382881 – Statutory Right of Way – British Columbia Hydro and Power Authority

CB382882 – Statutory Right of Way – Telus Communications Inc.

SCHEDULE B

DRAFT ORDER IN A FORM TO BE APPROVED

SCHEDULE C

EXCLUDED ASSETS

To be negotiated by the parties and agreed two (2) business days before to closing

SCHEDULE D

EXCLUDED CONTRACTS

The following purchase agreements related to the Property:

Strata Lot / Suite #	**Purchaser(s)**	**Acceptance Date**
SL 3 Suite 103	Sarah Ann Matheson, James Leslie Scott Matheson, and Ann Mary Matheson	October 15, 2022
SL 8 Suite 201	Ehab N. Fadhel	September 20, 2022
SL 11 Suite 204	Mert Baturay	October 16, 2021
SL 12 Suite 205	Nives Janja Kliska	April 16, 2021
SL 13 Suite 206	Sarah Chow and Ross Chow	April 18, 2021
SL 15 Suite 208	Tommy Dang	April 19, 2021
SL 17 Suite 210	JCS Enterprises Inc.	September 5, 2021
SL 19 Suite 301	Hailey Vanessa Hunt	September 15, 2021
SL 24 Suite 306	Jose Antonio Gavidia Alas and Mackenzie Erica Gavidia Alas	April 16, 2021
SL 34 Suite 405	Christian KE Knapp	April 22, 2021

Such further contracts as negotiated by the parties and agreed two (2) business days before to closing.

SCHEDULE E

RETAINED LIABILITIES

To be negotiated by the parties and agreed two (2) business days before to closing

SCHEDULE F

EXCLUDED LIABILITIES

1. All Claims related to the Certificate of Pending Litigation filed by Addy (815 & 824 Selkirk Ave.) Corp. and Tri-Sterling Developments Limited Partnership (collectively, the "**Plaintiffs**") under registration no. CB1267832, including without limitation, all civil claims outlined in the proceedings commenced by the Plaintiffs against the Company pursuant to an action commenced In the Supreme Court of British Columbia, Vancouver Registry No. S-242487;

2. All Claims related to the Claim of Builders Lien filed by Cobrafer Construction Ltd. under registration no. CB1305343;

3. All Claims related to the Claim of Builders Lien filed by 6 Mile Island Contracting Ltd. under registration no. BB3100841;

4. All Claims related to the Certificate of Pending Litigation filed by Factum Corp. ("**Factum**") under registration no. CB1331891, including, without limitation, all civil claims outlined in the proceedings commenced by Factum against the Company pursuant to an action commenced In the Supreme Court of British Columbia, New Westminster Registry No. NEW-S-253504;

5. All Claims related to the Claim of Builders Lien filed by Simco Drywall Ltd. under registration no. WX2194448;

6. All Claims related to the delay claim submissions from Compass Electric, including the claims detailed Skyeview Delay Claim summary report.

Subject to final negotiation between the parties to be completed no less than two (2) business days before the Reverse Vesting Order application and expressly subject to Court approval.