No. H241188
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TCC MORTGAGE HOLDINGS INC.

Petitioner

AND:

SHAWN OAKS HOLDINGS LTD.
LANDMARK SHAWN OAKS DEVELOPMENT LTD.
LANDMARK PREMIERE PROPERTIES LTD.
HELEN CHAN SUN
PETERSON INVESTMENT GROUP INC
THE OWNERS: STRATA CORPORATION VR. 855 and
ALL TENANTS OR OCCUPIERS FO THE SUBJECT LANDS AND PREMISES

Respondents

FIRST REPORT OF THE RECEIVER

ALVAREZ & MARSAL CANADA INC.

JULY 13, 2026

ALVAREZ & MARSAL

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1.0 INTRODUCTION

1.1 On February 13, 2025, pursuant to an order (the "**Receivership Order**") of the Supreme Court of British Columbia (the "**Court**"), Alvarez & Marsal Canada Inc. was appointed receiver (the "**Receiver**") of the lands and premises with the following legal description: Strata Lots 1-72 (inclusive), District Lot 526, Strata Plan VR 855 located in Vancouver, B.C. (the "**Lands**") of Landmark Shawn Oaks Development Ltd. and Shawn Oaks Holdings Ltd. (collectively, the "**Debtors**"), as well as the Debtors' present and after acquired personal property relating to, used in, on or in connection with, or derived from, the said lands or any part thereof, and all proceeds thereof (the "**Property**") pursuant to section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253 (the "**LEA**"). These proceedings are hereinafter referred to more generally as the "**Receivership Proceedings**".

1.2 The Receivership Order authorized the Receiver to, among other things:

a) take possession and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property, including, without limitation, to collect all rent and lease payments;

b) after February 24, 2025, to market any or all of the Property, including advertising and soliciting offers, and negotiating such terms and conditions of sale as the Receiver considers appropriate; and

c) 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.

1.3 Concurrent with this first report (the "**First Report**"), the Receiver filed an application seeking the approval of a subscription agreement dated for reference July 3, 2026 (the "**Subscription Agreement**") between the Receiver and TC Shawn Oaks FC Limited Partnership, by its general partner, TC Shawn Oaks FC GP Inc. (collectively, the "**Purchaser**") for the Purchaser to subscribe for and purchase the shares of Landmark Shawn Oaks Development Ltd. (the "**Transaction**") pursuant to an approval and reverse vesting order (the "**ARVO**");

1.4 The Receiver will be filing shortly an additional application to be heard at the same time seeking the following relief so as to bring an efficient and economic conclusion to the Receivership:

a) approving the Receiver's activities and statement of receipts and disbursements;

b) approving the Receiver's and its legal counsel's fees and disbursements; and

c) discharging the Receiver and approving the termination of the Receivership Proceedings.

2.0 PURPOSE OF REPORT

2.1 The purpose of the First Report is to provide this Honourable Court with information with respect to the following:

a) background information with respect to the Debtors;

b) the sales process undertaken to market and solicit offers for the Lands;

c) information regarding the Transaction;

d) a summary of the activities of the Receiver since commencement of the Receivership Proceedings;

e) a statement of receipts and disbursements for the period from February 13, 2025 to July 13, 2026; and

f) a summary of professional fees of the Receiver and its legal counsel during the period from February 13, 2025 to discharge.

3.0 TERMS OF REFERENCE

3.1 In preparing this report, A&M has necessarily relied upon unaudited financial and other information provided by the Debtors, its agents and other third parties. Although this information has been subject to review, A&M has not conducted an audit or otherwise attempted to verify the information's accuracy or completeness. Accordingly, A&M expresses no opinion and does not provide any other form of assurance on the accuracy and/or completeness of any information contained in this report, or otherwise used to prepare this report.

3.2 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

4.0 BACKGROUND

4.1 The Debtors are companies incorporated under the laws of British Columbia with registered offices located in Vancouver, B.C. Landmark Shawn Oaks Development Ltd. (the "**Beneficial Owner**") is the sole beneficial owner of the Lands and shares in Shawn Oaks Holdings Ltd. (the "**Nominee**"), which is the legal owner of the Lands.

4.2 The Lands comprise an approximate 139,000 square feet development site located at 5505-5585 Oak Street, Vancouver, B.C. There are 72 stratified town homes (71 individually strata-titled residential units and one common strata unit) currently located on the Lands, which are rented to third parties. The Debtors had intended to rezone the Lands and proceed with a development, subject to the City of Vancouver's (the "**City**") enhanced rezoning process; however, a formal rezoning application was not submitted to the City prior to the Receivership Proceedings.

4.3 Trez Capital Limited Partnership and TCC Mortgage Holdings Inc. (collectively, "**Trez**") advanced a mortgage loan (the "**Trez Secured Indebtedness**") to the Debtors pursuant to a commitment letter dated December 13, 2019, as amended, (the "**Trez Loan Agreement**"). The principal amount of the loan was $67,661,000.

4.4 Pursuant to the Trez Loan Agreement, Landmark Premiere Properties Ltd. ("**Landmark Premiere**"), which holds 30% of the shares of the Beneficial Owner, and Helen Chan Sun, who is the sole shareholder of Landmark Premiere, are guarantors under the loan (together, the "**Guarantors**").

4.5 The obligations of the Debtors are secured and supplemented by, amongst other things, a mortgage, an assignment of rents, beneficial mortgage, and a general security agreement charging the Property in first priority (the "**Trez Security**").

4.6 The maturity date of the loan was September 1, 2024. The Debtors and Guarantors failed to repay the indebtedness despite demands from Trez.

4.7 On March 13, 2025, the Court granted a judgement against the Debtors and Guarantors in favor of Trez in the amount of $74,374,751.44, plus per diem interest at the rate of $30,400.50 from and including March 14, 2025 subject to increases based on monthly compounding.

4.8 Peterson Investment Group Inc. ("**Peterson**") advanced a mortgage loan of $25,000,000 to the Debtors pursuant to a commitment letter dated December 20, 2021, as amended, (the "**Peterson Loan Agreement**"), as secured by, amongst other things, a mortgage, assignment of rents, and a general security agreement charging the Property (the "**Peterson Security**"), subordinate in priority to the Trez Security. Pursuant to the Peterson Loan Agreement, an unlimited guarantee was granted by the Guarantors.

4.9 The maturity date of the Peterson Loan Agreement was September 1, 2024 and the Debtors and Guarantors failed to repay the indebtedness despite demands from Peterson.

4.10 On April 14, 2025, the Court granted a judgement against the Debtors and Guarantors in favor of Peterson in the amount of $28,781,874.09, plus per diem interest at the rate of $17,536.85 from March 20, 2025 thereafter, together with legal costs.

4.11 The Receiver's independent legal counsel, Dentons Canada LLP ("**Dentons**"), provided an independent security opinion in respect of the Trez Security and Peterson Security. Subject to assumptions and qualifications, Dentons confirms that each security is valid, binding, and holds a perfected security interest in the Debtors' Property. In accordance with the order of registration on title and a priority agreement between Peterson, Trez, and the Debtors dated February 4, 2022, the Trez Security ranks ahead of the Peterson Security.

4.12 The Receiver has reviewed the security opinion and confirms it has no material concerns with Trez's and Peterson's security position over the Property.

5.0 SALES PROCESS

5.1 Pursuant to section 2 of the Receivership Order, the Receiver is empowered and authorized to, among other things:

> *(k) after February 24, 2025, to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;*
>
> *(l) 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 $50,000, provided that the aggregate consideration for all such transactions does not exceed $100,000; 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. Notwithstanding the foregoing, the Receiver shall not make an application for approval of a sale of the Property or any part thereof until after March 14, 2025;*
>
> *(m) subject to paragraph 2(l), 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;*

Marketing and Solicitation of Offers

5.2 The Receiver requested proposals from three listing brokerages and/or agents and upon review and consultation with Trez and Peterson, retained Colliers Macaulay Nicolls Inc. (the "**Listing Agent**") to market the Lands through the Multiple Listing Service ("**MLS**"), local and international buyer networks, and social media.

5.3 On April 2, 2025 (the "**Listing Date**"), the Lands were listed for sale on an unpriced basis following consultation with the Listing Agent. The listing price was excluded from the listing to encourage outreach from interested parties so that the Listing Agent could gauge market feedback and provide potential buyers pricing guidance on a discretionary basis.

5.4 The Listing Agent, on behalf of the Receiver, undertook the following marketing activities which are further detailed in their marketing report dated July 6, 2026, and attached as Appendix "**A**":

a) arranged for professional aerial and interior photography of the Lands and individual strata units;

b) created a data room for prospective buyers to view confidential documents related to the Lands after signing a confidentiality agreement ("**CA**");

c) through MLS, automatically emailed the listing out to 905 parties and made the listing publicly available online;

d) advertised the listing on local and international social media platforms and email campaigns to 4700 recipients, which generated over 44,000 impressions;

e) undertook direct telemarketing efforts to local real estate developers, investors, and strategic parties;

f) coordinated one site visit with a potential purchaser to date.

5.5 After being on the market for over 15 months, the Listing Agent had executed 19 CAs without an offer being submitted as a result of a slowdown in the land and development market and a saturated market of residential units in the construction pipeline and standing inventory.

5.6 Trez, by way of the Purchaser being an affiliate of Trez, submitted an offer for the Property which provided for the assumption of a portion of its debt for $62.5 million (the "**Subscription Price**"). The offer was accepted by the Receiver pursuant to the Subscription Agreement, which was executed on July 3, 2026.

Receiver's Review and Consideration

5.7 A copy of the Subscription Agreement is attached as Appendix "**B**". Capitalized terms not defined herein shall have the meaning ascribed to them in the Subscription Agreement.

5.8 Key terms of the Subscription Agreement are summarized as follows:

Subscription Agreement – Key Terms	
Purchaser	TC Shawn Oaks FC Limited Partnership by its general partner TC Shawn Oaks FC GP Inc.
Purchased Entity	Landmark Shawn Oaks Development Ltd.
Subscription Price	The Subscription Price is $62.5 million payable by assumption of the Trez Secured Indebtedness with the remaining amount outstanding under the loan to be an obligation of ResidualCo and a continuing obligation of the Guarantors.
Retained Assets	Retained Assets includes all the right, title and interest of the Debtors, if any, in, to and under: a) the Shares of the Nominee; b) the Property; c) the Accounts Receivable; d) the Books and Records; e) the Insurance Rights; f) the Monies; g) the Chattels; and h) the Retained Contracts including the residential leases to the Lands and the Property Manager's (as subsequently defined) service agreement dated June 29, 2021.
Retained Liabilities	Retained Liabilities include all liabilities relating to the Retained Contracts outlined in Schedule "B" of the Subscription Agreement but excluding the Excluded Liabilities and any liabilities of the Debtors arising prior to the date of the Receivership Order, other than those expressly assumed by the Purchaser under the Subscription Agreement.
Excluded Assets	Excluded Assets include all Excluded Contracts meaning any Contract that are not Retained Contracts.
Excluded Liabilities	Excluded Liabilities means all debts, obligations, liabilities, Encumbrances (other than the Permitted Encumbrances), indebtedness, Claims, and obligations of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured) of or against the Debtors or relating to the Retained Assets, as at the Closing

Subscription Agreement – Key Terms	
	Date, other than the Retained Liabilities (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured) of or against the Debtors or relating to the Retained Assets, as at the Closing Date, other than the Retained Liabilities.
ResidualCo	ResidualCo is to be created as a new, wholly-owned subsidiary of the Beneficial Owner to be incorporated under the laws of the Province of British Columbia in accordance with the ARVO, which will be added to the Receivership Proceedings as a Debtor in the Receivership Order and to which all the Excluded Assets, Excluded Contracts and Excluded Liabilities shall be transferred on the Closing Date.
Closing Sequence	The Closing sequence is contemplated as follows: 1) transfer the Excluded Assets, Excluded Contracts and Excluded Liabilities to ResidualCo and discharge of Encumbrances (other than Permitted Encumbrances) from the Debtors; 2) assumption and vesting of the Debtors' right, title and interest in the Excluded Liabilities and all Claims and Encumbrances to ResidualCo; 3) file notice of alteration, ARVO, and any other records and information with the BC Registrar of Companies; 4) cancel all Equity Interests, including Existing Shares; 5) retention of the Retained Assets by the Debtors free and clear of all Encumbrances and Claims, except the Permitted Encumbrances and Retained Liabilities; 6) the Beneficial Owner to issue the Subscribed Shares and TC Shawn Oaks FC GP Inc. shall subscribe for and purchase the shares free and clear; 7) vesting of the Subscribed Shares to TC Shawn Oaks FC GP Inc. free and clear of all Encumbrances and Claims; 8) release of the Debtors from the Receivership Proceedings; 9) file the Receiver's Certificate in accordance with the ARVO; 10) distribute funds in accordance with ARVO; and 11) discharge of the Receiver, subject to court approval.
Condition Precedent	Court approval of the ARVO in form acceptable to parties
Closing Date	Ten (10) Business Days following the date of the ARVO, subject to extension by mutual agreement

5.9 The Transaction entails a reverse vesting order structure wherein the Beneficial Owner is to issue to the Purchaser, and the Purchaser shall subscribe for, free and clear of all encumbrances (except for the Permitted Encumbrances), newly issued common shares of the Beneficial Owner. All the existing shares of the Beneficial Owner shall be cancelled without consideration, and the Subscribed Shares issued to the Purchaser shall represent 100% of the issued and outstanding common shares of the Beneficial Owner.

5.10 The Receiver's review of the Transaction included consideration of the following:

a) the Transaction arose from an extensive and lengthy marketing process conducted by an established and market leading real estate broker, with the assistance of the Receiver and in consultation with the two senior secured creditors;
b) market feedback regarding economic viability of redeveloping the site and the market's valuation of the Lands and the continued slowdown of the market conditions in the Vancouver residential real estate market from the Listing Date to the date of the Subscription Agreement;
c) the Subscription Agreement represented is the best and highest offer resulting from the sale process;
d) the Transaction is supported by the senior secured creditor, Trez;
e) the Transaction was negotiated in good faith between the parties who are at arm's length;
f) the potential for Trez, as the senior secured creditor, to maximize cash flow from the Property by avoiding additional holding costs in respect of the Lands if a sale transaction was not concluded in a timely manner including preservation costs and professional fees; and
g) the proposed timing to complete the Transaction.

5.11 The Receiver is of the view that the Lands were marketed comprehensively and in a manner which was fair and reasonable, that the market had been adequately canvassed for potential purchasers and that the contemplated Transaction is in the best interest of the estate.

6.0 RESIDUAL ASSETS

6.1 Following the closing of the Transaction, to the best of the Receiver's knowledge, there are no remaining assets in the Debtor's estate for recovery.

7.0 RECEIVER'S ACTIVITIES

7.1 In addition to the activities described in section 5 of this report, the Receiver's activities since the Receivership Date include the following:

a) securing and taking possession of the Property, including issuing notices to the occupants of the Lands;
b) providing notice to Toronto Dominion Banking Corporation regarding the receivership, requesting the Debtors' bank accounts and credit cards be frozen and cash balances be remitted to the Receiver;
c) attending introductory meetings with the Debtors and representatives of the property manager, Fraser Park Realty Ltd. (the "**Property Manager**");
d) providing oversight and management of the Property, including addressing enquiries from service providers and regulatory bodies;
e) attending to various governmental reporting related to the Lands;
f) arranging for the caretaking and maintenance services for the Lands;
g) reviewing and approving monthly financial, building management reports, and annual budgets produced by the Property Manager and engaging in discussions with the Property Manager regarding the same;
h) publishing relevant court materials, including the Receivership Order, onto the Receiver's website;
i) preparing for and facilitating an audit by the Canada Revenue Agency of the Debtor's books and records;
j) providing notice to and corresponding with the insurer of the Lands to amend the insurance coverage to reflect the Receivership Proceedings and renew the policies;
k) reviewing invoices and authorizing necessary payments including repair and maintenance expenses, utilities, landscaping and property tax remittances;
l) attending periodic meetings with the Listing Agent regarding the sales process;
m) attending ad-hoc meetings with Trez and Peterson to provide updates on the Receivership Proceedings;
n) issuing the statutory notice pursuant to the LEA and *Personal Property Security Act, R.S.B.C. 1996 c. 359* (the "**Receiver's Notice**"); and
o) preparing this First Report.

8.0 RECEIVER'S STATEMENT OF RECEIPTS & DISBURSEMENTS

8.1 The Receiver's statement of cash receipts and disbursements (the "**R&D Statement**") for the period February 13, 2025 to July 13, 2026 (the "**Reporting Period**") is summarized below:

Landmark Shawn Oaks Development Ltd. & Shawn Oaks Holdings Ltd. Receiver's Statement of Cash Receipts and Disbursements For the period February 13, 2025 to July 13, 2026 *CA$*		
Receipts		
Cash on hand	$	68,845
Net rent receipts		1,367,000
Interest		7,626
Total receipts		**1,443,470**
Disbursements		
General & administrative		(79,682)
Legal fees and expenses		(88,377)
Receiver's fees and expenses		(287,796)
Total disbursements		**(455,854)**
Net cash flow	**$**	**987,616**

8.2 As at July 13, 2026, the closing cash balance held in trust by the Receiver totaled approximately $988,000.

8.3 During the Reporting Period:

a) total receipts were approximately $1.4 million, which consisted of the following:

   i. cash held by the Debtors on the date of the Receivership Order totaling approximately $69,000;

   ii. net rent receipts totaling $1.4 million; and

   iii. interest earned of approximately $7,600.

b) total disbursements totaled approximately $456,000, which consisted of the following:

   i. general and administrative expenses including wire fees, salary reimbursements of the site caretaker, and administrative costs related to statutory obligations totaling approximately $80,000;

   ii. legal fees and expenses of the Receiver's legal counsel, Dentons, totaling approximately $88,000; and

   iii. fees and expenses of the Receiver totaling approximately $288,000.

8.4 Upon the closing of the Transaction and the conclusion of the Receivership Proceedings, cash held in the Receiver's accounts will be paid to the Purchaser.

9.0 PROFESSIONAL FEES

9.1 Summarized in the table below are the professional fees and disbursements of the Receiver and its legal counsel, Dentons, from February 13, 2025 to discharge.

Landmark Shawn Oaks Development Ltd. and Shawn Oaks Holdings Ltd.
Summary of Professional Fees and Disbursements of the Receiver and its Legal Counsel
For the period February 13, 2025 to Discharge

Firm	Fees	Disbursements	GST	PST	Total
Professional fees to June 30, 2026					
Alvarez & Marsal Canada Inc.	$ 273,576.00	$ 515.47	$ 13,704.62	$ -	$ 287,796.09
Dentons Canada LLP	77,927.50	1,097.01	3,897.19	5,454.92	88,376.62
Subtotal	**$ 351,503.50**	**$ 1,612.48**	**$ 17,601.81**	**$ 5,454.92**	**$ 376,172.71**
Estimated professional fees to discharge					
Alvarez & Marsal Canada Inc.	$ 50,000.00	$ -	$ 2,500.00	$ -	$ 52,500.00
Dentons Canada LLP	60,000.00	-	3,000.00	4,200.00	67,200.00
Subtotal	**110,000.00**	**-**	**5,500.00**	**4,200.00**	**119,700.00**
Total	**$ 461,503.50**	**$ 1,612.48**	**$ 23,101.81**	**$ 9,654.92**	**$ 495,872.71**

9.2 Attached as Appendix "**C**" is a summary of the Receiver's professional fees by invoice for the period ending June 30, 2026, which totals $287,796.09, including out-of-pocket disbursements of $515.47 and applicable taxes of $13,704.62.

9.3 Additional Receiver fees of approximately $50,000 (excluding disbursements and taxes) have been budgeted to complete the administration of the estate.

9.4 Attached as Appendix "**D**" is a summary of the Receiver's legal counsel, Dentons, for the period February 13, 2025 to June 30, 2026, which totals $88,376.62, including out-of-pocket disbursements of $1,097.01 and applicable taxes of $9,352.11.

9.5 Additional legal fees of up to $60,000 (excluding disbursements and taxes) have been budgeted to the termination of the Receivership Proceedings.

9.6 The Receiver is of the view that the professional fees incurred: (i) are fair and reasonable; (ii) were necessary for the effective administration of the estate over the period and included oversight of the Property operations and sale process, as described in this First Report; and (iii) are consistent with the context and complexity of the estate.

9.7 The Receiver is not aware of any creditor or any stakeholder in the Receivership Proceedings that has taken issue with the professional fees charged in this matter to date.

10.0 RECEIVER'S CONCLUSION AND RECOMMENDATIONS

10.1 Based on the foregoing, the Receiver respectfully recommends that this Honourable Court approve the following:

a) the Subscription Agreement and the underlying Transaction;

b) the activities of the Receiver;

c) the R&D Statement and the fees and disbursements of the Receiver and its legal counsel;

d) the discharge of the Receiver and termination of these proceedings upon filing of a Termination Certificate with this Honourable Court.

*****

All of which is respectfully submitted to this Honourable Court this 13th day of July 2026.

Alvarez & Marsal Canada Inc.,
in its capacity as court-appointed Receiver of
Shawn Oaks Holdings Ltd. and Landmark Shawn Oaks Development Ltd. and not in its personal capacity

Per: Anthony Tillman Senior Vice President	Per: Vicki Chan Vice President

Appendix A – Marketing Report by Colliers Macaulay Nicolls Inc.

#1100 – 1067 West Cordova Street
Vancouver, BC V6C 1C7
Main: +1 604 681 4111
collierscanada.com

July 6, 2026

Alvarez & Marsal Canada Inc.
902 – 925 West Georgia Street
Vancouver, BC V6C 3L2
ATTN: Anthony Tillman, Vicki Chan and Nishant Virmani

RE: Shawn Oaks – 5505-5585 Oak Street, Vancouver, BC (the "Property")

Marketing Update

We are pleased to provide the following report regarding the sale and marketing efforts for the above-noted property. The formal launch of market activities for the Property began on **April 8th, 2025.** Over the past fifteen months, the Property has been exposed to the commercial real estate market through a comprehensive marketing program. A summary of the marketing activity is provided below.

1.	**Colliers Listing Agreement:**	Date Signed – April 2, 2025 Term – 6 months (September 1, 2025) – **extended to September 30, 2026**
2.	**Professional Drone Aerials:**	Professional drones of the site and the neighbourhood were shot **February 2025**
3.	**Professional Ground Photos:**	Professional photos of the grounds and interiors of the building were shot **March 2025**
4.	**Customized Property Brochure:**	Brochure created (and amended as required) with the Property highlights and a development potential Current Property Brochure
5.	**Colliers Canada Website**	https://www.colliers.com/p-can/2017720 Listed as a "Featured Listing" - pushes the listing to the main Colliers Property Page Exclusive views to date: 2,187 Listing went live on April, 8, 2025 Engagements: 187
6.	**Signage:**	2 4x8 signs installed on either side of the site – facing Oak Street at the entrance and exit of the site parkade Repairs and graffiti removal was completed on June 17, 2026 **Install Date**: April 10, 2025
7.	**Documents Provided:**	The documents provided have been placed in the Data Room

8. **Creation of Data Room:**	• Arborist Report • Development Studies and Plans • Environmental Studies • Financial Statements • Geotechnical Reports • Rental & Occupancy
	Prospective buyers were given an opportunity to view confidential documents related to the offering in the Data Room after signing a confidentiality agreement
9. **Confidentiality Agreements Signed:**	**19** - Signed to date **Mosaic Homes** **Strand** **Nicola Wealth** **Cressey** **Brookfield** **Tamarix Development** **Panatch Group Holdings Ltd.** **Harlo Acquisitions Inc.** **PCI** **English Bay Law Corp** **Gentai** **Northchild** **Shape** **Trillium** **Wesgroup** **Canada ICI** **Grosvenor** **Pinnacle** **Austeville**
10. **Email Marketing Campaigns:**	**Colliers Eblast** Launch – **April 2025** – 4,700 recipients focused on developers and investors in Greater Vancouver **MLS Campaign** MLS Commercial E-blast – **May 1st 2025 –** Commercial Brokers in Greater Vancouver – *905 recipients* **Market Reminder - Eblast** **Colliers Eblast –** June 2025 – 4,700 recipients – developers and investors **Market Reminder - Eblast** **Colliers Eblast** – January 2026 – 4,700 recipients – developers and investors
11. **Print Advertising:**	Western Investor – May 2025

12.	**Social Media Campaign**	**LinkedIn** - Exposure via broker posts **WeChat** - Exposure via broker posts
13.	**Digital Advertising: Social Media Campaign**	**Facebook and Instagram** Ran: April 16th 2025 – April 30th 2025 Leads to date: 49 44,229 Impressions | 708 Engagements
14.	**Digital Advertising:**	**Insolvency Insider** Live on May 26th, 2025 Featured in their Email on Monday, June 2nd, 2025 Digital ad
15.	**Sales Calls:**	Direct sales call to the active developers and investors, 50 companies or contacts including: • Austeville • Banu • Beedie • BC Housing • Brookfield • CIBT • Citimark • Domus • Concert • Coastal Health • Cressey • Canada ICI • English Bay Law Corp • Gentai • Gilic • Gracorp • Grosvenor • Harlo Capital • Holborn • Intracorp • Intergulf • Karan Katyal • Kingswood • Ledingham McAllister • Liberty Homes • Louie Brier • Minto • Ministry of Transportation • Mosaic • Nicola Wealth • Northchild • Onni • Panatch Group • PCI • PC Urban • Pure West • Pinnacle • Polygon • Rize • Shape • Strand • Tamarix • Trillium • Wesgroup • Westland • Wink Management • WT Leung • ZML Holdings
16.	**Site Tours**	One with Northchild Group in August 2025 https://www.northchild.com/

17.	**Presentations & Conferences**	Directly presented the opportunity to interested parties on the following occasions: • Toronto Real Estate Forum (December 2025) • ICSC (January 2026)
18.	**News Reports**	Listing was sited in STOREYS (real estate e-newsletter) – Friday May 2nd, 2025 Landmark Premiere Properties Facing Second Insolvency In Vancouver Listing cited on multiple national news sources following Helen Sun's incarceration in May 2026 Multimillionaire Vancouver developer jailed for ignoring court orders

Market Feedback

Over the past 15 months, Colliers has actively marketed the property through a wide variety of marketing channels including targeted calls and meetings with top prospects, curated e-mail marketing campaigns and broad exposure advertising opportunities as outlined above. Throughout this period, our team has maintained regular contact with interested parties who have inquired about the property. Despite these efforts, no formal offers were previously submitted for the consideration of the Receiver.

As outlined in our marketing reports provided throughout the course of the marketing term, the commercial real estate market, and more specifically the development land market, is experiencing challenges due to several factors. Changes to housing policy, lack of optimism regarding absorption and end sale or lease values, significant existing inventory both built and under construction, construction costs and availability of capital have led to a material shift in the market. Over the past three years, land sales throughout Vancouver have been lower in both volume and value.

Additionally, the Property is designated as a Unique Site under the Cambie Corridor Plan which creates an additional layer of uncertainty with regards to future use and the time required to work through the rezoning and entitlements process. Some parties may appreciate the flexibility that this designation allows but, for many, the lack of clear policy direction from the City creates additional risks and challenges when underwriting the development opportunity.

Through our discussions with the market, we understand that many parties who acquire sites today are looking for cash flow from the existing improvements on the site. Fortunately, the Shawn Oaks property benefits from existing rental income. However, the annual income does not support a purchase price high enough to allow for recovery by the various stakeholders.

Feedback from notable individual parties was as follows:

- Northchild: Toured the property but was not interested in coming forth with an offering after completing their economic analysis. They cited that they've been focusing their time and attention other more offerings which have undergone significant price reductions.
- Louie Brier: A number of conversations have occurred with various stakeholders, but the consensus amongst all groups was that the group would be unable to raise the funds required for the purchase of the property.
- Vancouver Coastal Health: Our team has had various calls and meetings with stakeholders of Louie Brier and VCH, including the CFO, Fernando Pica

Next Steps

Upon filing of the application materials, Colliers will undertake a full marketing campaign to re-engage the market and share the price achieved by the proposed offer. This will include a new e-blast, social media posts, print/digital advertising, and direct calls to key targets and group who previously expressed interest in the opportunity. This revamped marketing efforts will make all parties aware of the opportunity to bid on the property in court.

Our team would recommend marketing the property with the published price of the offer put forward for court approval. This strategy will ensure that all parties are aware of the pricing parameters, which may be different than original guidance on the property and aid in bringing competing offers forward in court. Although we did not have a published asking price in earlier marketing efforts, including a published price on the final round of marketing efforts reduces the risk of groups being unaware of pricing parameters prior to the court date.

We welcome any questions.

Sincerely,

Colliers

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Appendix B – Subscription Agreement dated July 3, 2026

SUBSCRIPTION AGREEMENT

THIS AGREEMENT dated for reference this 3rd day of July, 2026.

BETWEEN:

Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager without security of all of the assets, undertakings, and property of Landmark Shawn Oaks Development Ltd. and Shawn Oaks Holdings Ltd. and not in its personal or any other capacity

(the "**Receiver**")

AND

TC Shawn Oaks FC Limited Partnership by its general partner **TC Shawn Oaks FC GP Inc.**

(the "**Purchaser**" and, together with the Receiver, the "**Parties**")

WHEREAS:

A. On February 18, 2025, the Supreme Court of British Columbia (the "**Court**") pronounced an Order (the "**Receivership Order**"), appointing the Receiver as receiver and manager of all of the assets, undertakings, and property of Landmark Shawn Oaks Development Ltd. and Shawn Oaks Holdings Ltd. (the "**Debtors**") relating to, used in, on or in connection with, or derived from, the lands and premises legally described in **Schedule "D"** hereto pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* (Canada) and section 39 of the *Law and Equity Act* (British Columbia); and

B. the Purchaser has agreed to subscribe for and purchase from the Receiver, in its capacity as Receiver, the Subscribed Shares pursuant to the Approval and Reverse Vesting Order (as defined below), and to retain the Retained Liabilities of the Debtors on the terms set out in this Agreement, and subject to obtaining the Approval and Reverse Vesting Order.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, including the Subscription Price and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

a) "**Accounts Receivable**" means all amounts and monetary obligations owing to the Debtors as of the Closing Date.

b) "**Agreement**" means this Subscription Agreement, together with all Schedules attached hereto, as amended from time to time in accordance with the terms hereof.

c) "**Applicable Laws**" means the statutes, regulations, Orders, judgments, decrees, rules or other lawful requirements of Governmental Authorities which are applicable to the Retained Assets or any of the Parties.

d) "**Approval and Reverse Vesting Order**" means a reverse vesting order of the Court, and in a final form acceptable to the Purchaser and the Receiver, each acting reasonably, pursuant to which, among other things, (i) the Debtors continue to hold all of their right, title and interest, if any, in and to the Retained Assets and the Retained Liabilities; and (ii) if applicable, declaring any of the Replacement Minute Books (as contemplated in Section 9.3) to be the minute books of the Debtors or any of them, as applicable.

e) "**Beneficial Owner**" means Landmark Shawn Oaks Development Ltd.

f) "**BIA**" means the *Bankruptcy and Insolvency Act* (Canada).

g) "**Books and Records**" means all of the Debtors' books and records at the Closing Date relating to the Retained Assets, including all technical and business records, licences, approvals, warranties, manuals, accounting records, copies of insurance policies (excluding copies of insurance policies relating to directors' and officers' insurance), and maintenance and usage logs, whether in hard copy or electronic format that: (i) are in the possession or control of the Receiver as of the date of this Agreement; and (ii) can be separated, organized and made available to the Purchaser upon the Receiver utilizing commercially reasonable efforts.

h) "**Business Day**" means any day other than a Saturday or Sunday and which is not a statutory holiday in Canada and/or the Province of British Columbia.

i) "**Chattels**" means all equipment, inventory, supplies, chattels and other items of personal property owned by the Debtors and located on or used in connection with the operation and maintenance of the Lands, but excluding any items owned by tenants under the Leases or by third parties.

j) “**Claims**” means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a solicitor and client basis, and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever.

k) “**Closing**” means the closing of the Transaction.

l) “**Closing Date**” means the date that is ten (10) Business Days following the date of the Approval and Reverse Vesting Order, subject to extension under Section 4.7 or by written agreement of the Parties.

m) “**Closing Documents**” means the agreements, instruments and other documents to be delivered by the Receiver to the Purchaser or the Purchaser’s Solicitors pursuant to Section 6.1 and the agreements, instruments and other documents to be delivered by the Purchaser to the Receiver or the Receiver’s Solicitors pursuant to Section 6.2.

n) “**Closing Sequence**” shall have the meaning set out in Section 3.9.

o) “**Commissions**” means any fees or commissions owing to the Receiver’s Broker with respect to the Property, but shall not include any fees or commissions owing to any broker or agent engaged by the Purchaser.

p) “**Conditions Certificate**” shall have the meaning set out in Section 4.6.

q) “**Conditions Precedent**” means, collectively, the Mutual Conditions, the Receiver’s Conditions, and the Purchaser’s Conditions.

r) “**Contracts**” means any written legally binding contract, agreement, instrument, commitment or undertaking of any nature (including leases, licences, mortgages, notes, guarantees, sublicences, subcontracts, letters of intent and purchase orders), including all modifications, amendments, supplements, extensions, renewals, exhibits and schedules thereto to which any Debtor is a party.

s) “**Court**” shall have the meaning set out in the Recitals hereto.

t) “**Court Approval Condition**” shall have the meaning set out in Section 4.1.

u) “**Development Rights**” means all permits, municipal rezoning and development applications and development rights relating to or in connection with the Lands.

v) “**Election Notice**” shall have the meaning set out in Section 7.2.

w) “**Encumbrances**” means all mortgages, pledges, charges, liens, construction liens, debentures, hypothecs, trust deeds, assignments by way of security, security interests, options, equitable interests or beneficial interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, or against title to, the Retained Assets or any part thereof or interest therein, including, without limitation, easements, servitudes, rights of way, restrictions, any subdivision, site plan, development or other agreements with a Governmental Authority affecting the Property, executions or other charges or encumbrances (including notices or other registrations in respect of any of the foregoing) which encumber title to the Retained Assets or any part thereof or interest therein.

x) "**Environmental Laws**" means all Applicable Laws relating to the environment or any Hazardous Substance.

y) "**Equity Interest**" includes (i) any shares, interests, participations or other equivalents (however designated) of capital stock or share capital or related rights or interests; (ii) any phantom stock, phantom stock rights, stock appreciation rights or stock-based performance securities; (iii) any warrants, options, convertible, exchangeable or exercisable securities, subscriptions, rights (including any pre-emptive or similar rights), calls; (iv) any other rights or interests to purchase or acquire any of the foregoing; and (v) any interest that constitutes an "equity interest" as such term is defined in the BIA.

z) "**Excise Tax Act**" or "**ETA**" means the *Excise Tax Act* (Canada), R.S.C., 1985, c. E-15.

aa) "**Excluded Assets**" means any assets listed in **Schedule "A"** hereto as may be updated by the Purchaser in accordance with Section 2.7.

bb) "**Excluded Contracts**" means all Contracts that are not Retained Contracts.

cc) "**Excluded Liabilities**" means all debts, obligations, liabilities, Encumbrances (other than the Permitted Encumbrances), indebtedness, Claims, and obligations of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured) of or against the Debtors or relating to the Retained Assets, as at the Closing Date, other than the Retained Liabilities.

dd) "**Existing Shares**" means all of the issued and outstanding shares in the capital of the Beneficial Owner.

ee) "**Final Order**" means, in respect of any Order, such Order after (i) the expiry of applicable appeal periods; or (ii) in the event of an appeal or application for leave to appeal or to stay, vary, supersede, set aside or vacate such Order, final determination of such appeal or application by the applicable court of appellate tribunal.

ff) "**Governmental Authority**" means any government, regulatory authority, government department, agency, utility, commission, board, tribunal, court or other law, rule or regulation making entity having jurisdiction on behalf of any nation, province or state or other subdivision thereof or any municipality, district or other subdivision thereof, or having jurisdiction over the relevant circumstances, or any person acting under the authority of any of the foregoing.

gg) "**GST**" means goods and services tax, and, if applicable, harmonized sales tax imposed under Part IX of the *Excise Tax Act* ("**ETA**").

hh) "**Hazardous Substance**" means any contaminant, substance, pollutant, waste, hazardous material, toxic substance, radioactive substance, petroleum, its derivatives, by-products and other hydrocarbons, dangerous substance or dangerous good or material that is: (i) deemed hazardous or toxic under Environmental Laws; (ii) prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws; or (iii) present to a degree or in an amount in excess of thresholds regulated under Environmental Laws.

ii) "**Insurance Rights**" means all rights of the Debtors of every nature arising out of all insurance policies relating to any of the Retained Assets, but excluding any and all insurance policies relating to directors' and officers' insurance.

jj) "**Lands**" means the lands and premises in the City of Vancouver, legally described in **Schedule "D"**.

kk) "**Leases**" means the Debtors' right, title and interest in all letters of intents, offers to lease, agreements to lease, unregistered and registered leases, amendments of leases, assignments of leases, renewals of leases, extensions of leases, subleases and other rights or licenses (including all security, guarantees, and indemnities of a tenant's or licensee's obligations thereunder) granted by or on behalf of the Debtors or its predecessors-in-title to possess or occupy space within or in respect of the Lands, and "**Lease**" means any of the Leases.

ll) "**Monies**" means all cash and deposits of the Debtors after payment of the Prior-Ranking Amounts, Receivership Wind-Up Costs and Commissions.

mm) "**Nominee**" means Shawn Oaks Holdings Ltd.

nn) "**Order**" means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

oo) "**Permitted Encumbrances**" means the Encumbrances against the Retained Assets listed or described in **Schedule "C"** hereto, and any other Encumbrances approved by the Purchaser in writing on or before the Closing Date.

pp) "**Person**" means an individual, partnership (limited or general), corporation, trust, unincorporated organization, government or any department or agency thereof, and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual.

qq) "**Prepaid Expenses**" means any expenses in respect of the Retained Assets paid in advance by the Debtors or the Receiver.

rr) "**Prior-Ranking Amounts**" includes all amounts secured by the Receiver's Charge, all amounts secured by the Receiver's Borrowings Charge, and any other amounts payable in priority to the Trez Secured Indebtedness.

ss) "**Project Documents**" means:

(a) copies of any environmental, arborist, or geotechnical reports or studies in the Receiver's possession and control;

(b) copies of plans, specifications, and surveys for and relating to the Lands and the Development Rights, including mechanical, architectural, or electrical design drawings and building specifications all if in the Receiver's possession and control;

(c) evidence of the existing insurance relating to the Lands; and

(d) copies of any permits relating to the Lands in the Receiver's possession and control.

tt) "**Property**" means collectively the Lands, Project Documents and Development Rights.

uu) "**Provincial Sales Tax Act**" means the *Provincial Sales Tax Act* (British Columbia), S.B.C., 2012, c. 35.

vv) "**PST**" means all provincial sales tax imposed pursuant to the Provincial Sales Tax Act or any equivalent or corresponding provincial or territorial legislation imposing a similar tax that may apply in respect of the transactions contemplated by this Agreement.

ww) "**Purchaser's Solicitors**" means Owen Bird Law Corporation or such other firm or firms of solicitors as are appointed by the Purchaser from time to time and notice of which is provided to the Receiver.

xx) "**Receiver**" shall have the meaning set out in the Recitals hereto.

yy) "**Receiver's Borrowings Charge**" means the charge pursuant to and as defined in the Receivership Order.

zz) "**Receiver's Broker**" means the broker(s) selected by the Receiver to assist with the sale of the Property.

aaa) "**Receiver's Certificate**" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Reverse Vesting Order, to be delivered by the Receiver in accordance with Section 4.6, and thereafter filed by the Receiver with the Court.

bbb) "**Receiver's Charge**" means the charge in favour of the Receiver and its counsel pursuant to and as defined in the Receivership Order.

ccc) "**Receiver's Solicitors**" means Dentons Canada LLP or such other firm or firms of solicitors or agents as are retained by the Receiver from time to time and notice of which is provided to the Purchaser.

ddd) "**Receivership Order**" shall have the meaning set out in the Recitals hereto.

eee) "**Receivership Proceedings**" means the proceedings commenced in the Supreme Court of British Columbia in action No. H241188 in which the Receiver was appointed under the Receivership Order.

fff) "**Receivership Wind-Up Costs**" means the estimated costs of administering and winding up the receivership, including all professional fees of the Receiver, including legal fees, and any other advisors retained in connection with the Receivership Proceedings.

ggg) "**Released Parties**" means the Receiver, and its directors, officers, employees, agents, representatives, affiliates, professional advisors (including financial advisors, legal counsel and agents), successors and assigns, and "**Released Party**" means any one of the foregoing.

hhh) "**Replacement Minute Books**" means the draft minute books of the Debtors to be created by the Purchaser prior to the application of the Approval and Reverse Vesting Order, which shall be in form and substance satisfactory to the Purchaser and the Receiver, acting reasonably.

iii) "**ResidualCo**" means a new wholly-owned subsidiary of the Beneficial Owner to be incorporated under the laws of the Province of British Columbia in accordance with the Approval and Reverse Vesting Order, which will be added to the Receivership Proceedings as the Debtor in the Receivership Order and to which all the Excluded Assets, Excluded Contracts and Excluded Liabilities shall be transferred on the Closing Date.

jjj) "**Retained Assets**" means all the right, title and interest of the Debtors, if any, in, to and under:

(a) the Shares;

(b) the Property;

(c) the Accounts Receivable;

(d) the Books and Records;

(e) the Insurance Rights;

(f) the Monies;

(g) the Chattels; and

(h) the Retained Contracts,

provided, however, that it shall not include any of the Excluded Assets, and nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Purchaser.

kkk) "**Retained Contracts**" means the Contracts provided for in Schedule "B".

lll) "**Retained Liabilities**" means all liabilities relating to the Retained Contracts but excluding for certainty the Excluded Liabilities and any liabilities of the Debtors arising prior to date of the Receivership Order, other than those expressly assumed by the Purchaser under this Agreement.

mmm) "**Shares**" means all the issued and outstanding shares in the capital of the Nominee.

nnn) "**Subscription Price**" means $62,500,000.00.

ooo) "**Subscribed Shares**" means a number of Class A common shares without par value in the capital of the Beneficial Owner, to be advised by the Purchaser, which will be issued on Closing and will represent 100% of the Equity Interest in the Beneficial Owner.

ppp) "**Taxes**" means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums or contributions, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST, PST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties.

qqq) "**Transaction**" means all the transactions contemplated by the Agreement, including the cancellation of the Existing Shares, the issuance of the Subscribed Shares to the Purchaser in consideration for the Subscription Price and the transfer of the Excluded Assets and Excluded Liabilities to ResidualCo.

rrr) "**Transfer Taxes**" means all present and future applicable Taxes payable upon or in connection with the Transaction, and any filing, registration, recording or transfer fees payable in connection with the instruments of transfer provided for in this Agreement, including GST and PST, but excluding for certainty any income taxes.

sss) "**Trez**" means TCC Mortgage Holdings Inc.

ttt) **"Trez Secured Indebtedness"** means all amounts secured by the Trez Security.

uuu) **"Trez Security"** means the security granted by the Debtors in favour of Trez, including the project specific security agreement dated January 15, 2020 between the Debtors and Computershare Trust Company of Canada, as assigned to Trez, and the Mortgage CA7982781 (as extended by CA9235846, as modified by CA9235848, and as further extended by CA9407695, CA9423400, and CA9702672) and Assignment of Rents CA7982782 (as extended by CA9235847, as modified by CA9235849, and as further extended by CA9407696, CA9423401, and CA9702673) registered in the New Westminster Land Title Office on January 15, 2020 granted by the Nominee in favour of Trez.

1.2 Schedules

The following schedules attached hereto form part of this Agreement:

(a) Schedule "A" – Excluded Assets;

(b) Schedule "B" – Retained Contracts;

(c) Schedule "C" – Permitted Encumbrances; and

(d) Schedule "D" – Legal Description of Lands.

1.3 Terms of Reference

References to a specific article or section, unless something in the subject matter or context is inconsistent therewith, shall be construed as references to that specific article or section of this Agreement. The terms "this Agreement", "hereof", "herein", "hereto", "hereunder" and similar expressions shall be deemed to refer: (i) generally to this Agreement and not to any particular article, section or other portion of this Agreement; and (ii) to any documents supplemental hereto.

1.4 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, subsections, clauses and paragraphs and other portions, and the insertion of headings and a table of contents, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in, and all payments provided for herein shall be made in, Canadian dollars.

1.6 Gender and Number

All words importing the singular include the plural and vice versa. All words importing gender include all genders.

1.7 Date for Any Action

Unless otherwise specified, references to "days" shall refer to calendar days, provided, however, that if the date on which any action is required to be taken hereunder by a Person is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.8 Time

Unless otherwise specified, all references to time expressed in this Agreement and in any document issued in connection with this Agreement mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends.

ARTICLE 2

SUBSCRIPTION FOR SHARES, ASSUMPTION OF LIABILITIES AND TRANSFER OF EXCLUDED ASSETS AND LIABILITIES

2.1 Subscription for Subscribed Shares

Upon and subject to the terms and conditions of this Agreement (which conditions, for greater certainty, include the granting of the Approval and Reverse Vesting Order), the Beneficial Owner shall issue the Subscribed Shares to the Purchaser, and the Purchaser shall subscribe for and purchase the Subscribed Shares, for the Subscription Price, in accordance with the Approval and Reverse Vesting Order.

2.2 Binding Agreement

The agreements of the Receiver and the Purchaser set forth in Section 2.1 create and constitute a binding agreement for the subscription of the Subscribed Shares in accordance with the provisions of this Agreement.

2.3 Transfer of Excluded Assets and Liabilities to ResidualCo

On the Closing Date, in accordance with the Approval and Reverse Vesting Order, the Excluded Assets and Excluded Liabilities shall be transferred to, vested in and assumed by ResidualCo.

2.4 Retention of Retained Assets and Retained Liabilities

On the Closing Date, in accordance with the Approval and Reverse Vesting Order, the Beneficial Owner shall retain the Retained Assets and Retained Liabilities, free and clear of any and all Encumbrances, Claims, and Excluded Liabilities, other than the Permitted Encumbrances. For greater certainty, the Retained Assets shall not include the Excluded Assets.

2.5 Acknowledgement of Purchaser as to Condition of the Subscribed Shares and Retained Assets

The representations and warranties of the Receiver contained in this Agreement shall merge on Closing and shall thereafter be of no further force and effect. The Purchaser acknowledges and agrees that:

(a) the Retained Assets are being sold on an "as is, where is" basis and that, on Closing, the Purchaser is releasing the Released Parties from any and all liabilities related to the Retained Assets or the Transaction contemplated by this Agreement. No representation, warranty or condition is express or can be implied as to description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Retained Assets. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to applicable sale of goods legislation or other similar legislation do not apply hereto and have been waived by the Purchaser. No property disclosure statement concerning the Lands forms part of or shall be deemed to form part of this Agreement;

(b) the Receiver makes no representations or warranties, other than and only to the extent of the representations and warranties set out in Section 5.1, of any nature whatsoever with respect to any information or documentation disclosed to the Purchaser, nor with respect to the Retained Assets, including, without limitation, title thereto and/or the state of any Encumbrances or the Transaction, including, without limitation: (i) the conformity of the Lands to past, current or future applicable zoning or building code requirements or other Applicable Laws; (ii) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill or any other matter affecting the stability or integrity of the Lands; (iii) the sufficiency of any drainage; (iv) whether the Lands are located wholly or partially in a flood plain or a flood hazard boundary or similar area; (v) the existence or non-existence of underground and/or above ground storage tanks; (vi) the availability of public utilities, access, parking and/or services for the Lands; (vii) the fitness or suitability of the Lands for occupancy or any intended use (including matters relating to health and safety); (viii) the potential for further development of the Lands; (ix) the existence of land use, zoning or building entitlements affecting the Lands; (x) the presence, release or use of any Hazardous Substance in, under, on or about the Lands or any neighbouring lands; and (xi) the conformity or compliance of the Retained Assets to any municipal by-laws, including those relating to the preservation of heritage, cultural or historical property;

(c) the Receiver, shall not be responsible or liable for any misrepresentation, lack of disclosure or incorrect or incomplete disclosure of any nature whatsoever or failure to investigate the Retained Assets on the part of any broker or sales agent, or any other purported or acknowledged agent, representative, contractor, consultant, or employee of the Receiver; and

(d) the Retained Assets may be subject to certain work orders, municipal requirements, including building or zoning by-laws and regulations, easements for hydro, gas, and/or telephone affecting the Retained Assets, and like services to the Lands, and restrictions and covenants which run with the Lands, including but not limited to the Permitted Encumbrances. Without limiting the foregoing, the Receiver shall not be responsible for rectification of any matters disclosed by any Governmental Authority.

The Purchaser's acknowledgements and agreements in this Section 2.5 shall not merge on, but shall survive, Closing, notwithstanding the merger of the Receiver's representations and warranties set out above.

2.6 Receiver's Capacity

The Purchaser acknowledges and agrees that, except as set out in this Agreement, the Receiver will have no personal liability in connection with this Agreement or the Transaction, whether in its capacity as Receiver, as bankruptcy trustee, in its personal capacity or otherwise, and that the representations, covenants, obligations and agreements of the Debtors pursuant to this Agreement and any related or ancillary document shall be those of the Debtors exclusively and shall not constitute, or be deemed to constitute, representations, covenants, obligations or agreements of the Receiver. The provisions of this Section 2.6 shall not merge on, but shall survive, Closing.

2.7 Schedules A and B

The Purchaser shall be permitted to revise Schedules "A" and "B" from time to time up until five (5) Business Days prior to Closing, by written notice to the Receiver, provided that any such revision shall require the prior written consent of the Receiver, acting reasonably, and shall not materially adversely affect the Receiver's ability to complete the Transaction. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Purchaser shall not be permitted to revise Schedules "A" so as to exclude any Contracts currently listed as Retained Contracts. For greater certainty, the currently listed Retained Contracts (including the Leases) shall at all times form part of the Retained Assets and the Purchaser acknowledges that it shall assume and be bound by all the obligations, duties, and liabilities of the landlord thereunder from and after the Closing Date.

ARTICLE 3

SUBSCRIPTION PRICE, ADJUSTMENTS, POSSESSION AND CLOSING PROCEDURE

3.1 Subscription Price Allocation and Payment

The Subscription Price shall be paid by the assumption and/or satisfaction by the Purchaser of the Trez Secured Indebtedness in an amount equal to the Subscription Price. For certainty, it is acknowledged that the Subscription Price is less than the amount outstanding under the Trez Secured Indebtedness and nothing in this Section 3.1 is intended to relieve ResidualCo, or any guarantor of the Trez Secured Indebtedness, of their obligation to pay the remaining balance of the Trez Secured Indebtedness.

3.2 Intentionally Deleted

3.3 Intentionally Deleted

3.4 Intentionally Deleted

3.5 General Adjustments

(a) There shall be no adjustments to the Subscription Price.

(b) The provisions of this Section 3.5 shall not merge on, but shall survive, Closing.

3.6 Accounting

The Parties hereby acknowledge and agree that:

(a) there will be no adjustment for Prepaid Expenses, operating costs and recoveries, realty taxes, water, sewer, local improvement rates and charges, utility deposits, and other applicable income and expenses. Notwithstanding the foregoing, the parties agree that the Receiver will bear and pay all expenses due prior to the Closing Date and receive all income related to the Retained Assets paid prior to the Closing Date and the Purchaser will bear and pay all expenses due and receive all income paid related to the Retained Assets from and after and including the Closing Date;

(b) in the event that there are any realty or business tax appeals for the calendar year prior to the calendar year in which the Closing occurs, the Purchaser shall, at its option, be entitled to take over such appeals and shall be entitled to receive any payment resulting therefrom. In the event there are realty or business tax appeals for the calendar year in which Closing occurs for the Property, the Purchaser may, at its option, take over such appeals and any payments received resulting therefrom shall be paid to the Purchaser. To the extent the Receiver receives any of the aforementioned payments on or after the Closing Date in respect of realty or business tax appeals for any year during the period of the receivership, such payments shall be paid to the Purchaser; and

(c) for certainty, as of the Closing Date the Receiver will have paid all property taxes for the 2026 calendar year and any property taxes, arrears thereof and interest accruing for any previous calendar years.

The provisions of this Section 3.6 shall not merge on, but shall survive, Closing.

3.7 Intentionally Deleted

3.8 Possession

(a) Possession shall occur and shall be governed by the operation of and pursuant to the terms of the Approval and Reverse Vesting Order and any further order of the Court.

(b) The Purchaser acknowledges that the Receiver's possession of the Lands is derived solely from the Receivership Order. If any person other than a tenant pursuant to the Leases fail or refuse to vacate the Lands on the Closing Date, the Receiver shall take such further steps (including, without limitation, seeking further relief from the Court) as may be necessary to provide the Debtors with possession, subject to the Leases, but shall otherwise have no further liability to the Purchaser and such person's failure or refusal to vacate the Lands on the Closing Date shall not constitute a default of this Agreement.

(c) The Purchaser hereby agrees to cause the Debtors to perform, all obligations that arise under the Retained Contracts on or after the Closing Date.

3.9 Closing Sequence

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, in accordance with the Closing Sequence, and shall be subject to such escrow document release arrangements as the Parties may agree.

On the Closing Date, Closing shall take place in the following sequence (the "**Closing Sequence**"):

(a) First, the Debtors shall transfer to and cause ResidualCo to assume the Excluded Assets, the Excluded Contracts, and the Excluded Liabilities, and all Claims and Encumbrances, other than the Permitted Encumbrances shall be discharged from and against the Debtors, all in accordance with the Approval and Reverse Vesting Order;

(b) Second, all of the Debtors' right, title and interest in and to the Excluded Liabilities, all Claims and Encumbrances, but specifically excluding the Retained Liabilities and Permitted Encumbrances, shall be channeled to, assumed by and vest absolutely and exclusively in ResidualCo for the purposes of allowing the Receiver to continue to administer same in accordance with the Approval and Reverse Vesting Order, for the benefit of the existing creditors of the Debtors as at the Closing Date, and: (i) such Excluded Liabilities, Claims, and Encumbrances shall continue to attach to the Excluded Assets, the Excluded Contracts, and all other property and assets of ResidualCo, with the same nature and priority as they had immediately prior to the Closing Date; (ii) such Excluded Liabilities, Excluded Contracts, Claims, and Encumbrances shall be transferred to and assumed by ResidualCo in consideration for the Subscription Price, such that the Excluded Liabilities, Excluded Contracts, and all Claims and Encumbrances (other than the Retained Liabilities and Permitted Encumbrances) shall become obligations of ResidualCo which shall be deemed to have been party to the Contracts giving rise thereto and which shall stand in place and stead of the Debtors in respect of all such liabilities or obligation, all of which shall no longer be a liability or obligation of the Debtors, and the Debtors shall be and is hereby forever released and discharged from such Excluded Liabilities, Excluded Contracts, Claims and Encumbrances (other than the Retained Liabilities and Permitted Encumbrances);

(c) Third, the notice of alteration, a copy of the Approval and Reverse Vesting Order and any other records and information required by the British Columbia Registrar of Companies (the "**Registrar**") pursuant to Section 257 and 259 of the *Business Corporations Act* (British Columbia) shall be filed with the Registrar, and a copy of the Approval and Reverse Vesting Order will be deposited at the records office of the Debtors;

(d) Fourth, all Equity Interests, including all Existing Shares, shall be canceled by the Beneficial Owner in accordance with the Approval and Reverse Vesting Order;

(e) Fifth, the Retained Assets will be retained by the Debtors free and clear of all Encumbrances and Claims, save and except the Permitted Encumbrances and Retained Liabilities;

(f) Sixth, the Beneficial Owner shall issue the Subscribed Shares and TC Shawn Oaks FC GP Inc. shall subscribe for and purchase the Subscribed Shares free and clear of all Encumbrances and Claims;

(g) Seventh, all of the right, title and interest in and to the Subscribed Shares issued by the Beneficial Owner to TC Shawn Oaks FC GP Inc. shall vest absolutely in TC Shawn Oaks FC GP Inc. free and clear of all Encumbrances and Claims;

(h) Eighth, the Debtors shall cease to be parties to the Receivership Proceeding and the Debtors be deemed to be released from the purview of the Receivership Order and all other Orders of this Court granted by the Receivership Proceeding, save and except for the Approval and Reverse Vesting Order the provisions of which (as they relate to the Debtors) shall continue to apply in all respects;

(i) Ninth, the Receiver shall file with the Court the Receiver's Certificate in accordance with the Approval and Reverse Vesting Order;

(j) Tenth, the Receiver shall distribute funds in accordance with the Approval and Reverse Vesting Order; and

(k) Eleventh, subject to Court approval the Receiver shall be discharged and the Receivership Proceeding shall have no further force or effect, and will be terminated upon the issuance and filing of the Receiver's Certificate.

The Purchaser, with the prior consent of the Receiver, acting reasonably, may amend the Closing Sequence provided that such amendments to the Closing Sequence do not materially alter or impact the Transaction or the consideration which the Beneficial Owner or its stakeholders will benefit from, as part of the Transaction.

ARTICLE 4

CONDITIONS PRECEDENT

4.1 Mutual Conditions

The obligation of each of the Parties to complete the Transaction is conditional upon the following conditions (the "**Mutual Conditions**") being satisfied on or prior to the Closing Date:

(a) the Approval and Reverse Vesting Order shall have been granted by the Court and such Approval and Reverse Vesting Order and any such Orders related to this Transaction will be the Final Orders (the "**Court Approval Condition**"); and

(b) no Applicable Law or Order shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the consummation of the Transaction or the Closing.

4.2 Receiver's Conditions

The Receiver's obligation to complete the Transaction is conditional upon the following conditions (the "**Receiver's Conditions**") being satisfied:

(a) as at the Closing Date, each representation and warranty of the Purchaser contained in Section 5.3 will be true and correct: (i) as if restated on and as of the Closing Date; or (ii) as if made as of a date specified therein, as of such date;

(b) on or before the Closing Date, the covenants, obligations, and agreements contained in this Agreement will have been complied with by the Purchaser and not have been breached in any material respect as determined in the sole discretion of the Receiver; and

(c) as at the Closing Date, the Purchaser will have delivered to the Receiver all items it is required to deliver pursuant to Section 6.2.

4.3 Purchaser's Conditions

The Purchaser's obligation to complete the Transaction is conditional upon the following conditions (the "**Purchaser's Conditions**") being satisfied:

(a) as at the Closing Date, each representation and warranty of the Receiver contained in Section 5.1 will be true and correct: (i) as if restated on and as of the Closing Date; or (ii) as if made as of a date specified therein, as of such date;

(b) on or before the Closing Date, the covenants, obligations, and agreements contained in this Agreement will have been complied with by the Receiver and not have been breached in any material respect;

(c) as at the Closing Date, the Receiver will have delivered to the Purchaser all items it is required to deliver pursuant to Section 6.1.

4.4 Satisfaction of Conditions

The Parties agree to proceed in good faith and to cooperate with each other, with promptness and reasonable diligence to attempt to satisfy the Conditions Precedent that are within their respective control, acting reasonably. Neither Party shall be entitled to rely on its own non-performance or non-compliance of any of the Conditions Precedent as a reason not to complete the Transaction.

4.5 Waiver of Conditions

(a) The Mutual Conditions are for the mutual benefit of the Parties and may be waived only with the written agreement of both of the Parties. If any of the Mutual Conditions have not been complied with or waived in the manner described above on or before the Closing Date, either Party may terminate this Agreement by written notice to the other Party.

(b) The Receiver's Conditions are for the exclusive benefit of the Receiver and may be waived by the Receiver in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Receiver may have. If any of the Receiver's Conditions have not been complied with or waived by the Receiver on or before the Closing Date, the Receiver may terminate this Agreement by written notice to the Purchaser.

(c) The Purchaser's Conditions are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have. If any of the Purchaser's Conditions have not been complied with or waived by the Purchaser on or before the Closing Date, the Purchaser may terminate this Agreement by written notice to the Receiver.

4.6 Receiver's Certificate

When the Conditions Precedent have been satisfied or waived by the Receiver and the Purchaser, as applicable, the Purchaser or its counsel will deliver to the Receiver confirmation in writing that such conditions of Closing, as applicable, have been satisfied or waived and that the Purchaser is prepared for the Closing Sequence to commence (the "**Conditions Certificate**"). Upon receipt of the Conditions Certificate, the Receiver shall: (i) issue forthwith its Receiver's Certificate to the Purchaser, at which time the Closing Sequence will be deemed to commence and be completed in the order set out in the Closing Sequence, and Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Receiver's Certificate with the Court (and shall provide a true copy of such filed certificate to the Purchaser). In the case of (i) and (ii) above, the Receiver will be relying exclusively on the Conditions Certificate without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Receiver will have no liability to the Purchaser as a result of filing the Receiver's Certificate.

4.7 Extension of Closing Date

The Receiver and the Purchaser may, exercisable by written notice to the other Party and without the necessity of a further Order from the Court, unilaterally elect on a one-time basis to extend the Closing Date for up to ten (10) Business Days by delivering to the other Party notice to this effect no less than two Business Days before the then scheduled Closing Date. In each such an event, the Closing Date will be so extended and this Agreement will continue in full force and effect until such extended Closing Date has passed.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Receiver

The Receiver hereby represents and warrants to the Purchaser that the Receiver as of the date hereof and as of the Closing Date:

(a) has been appointed as the receiver and manager of the assets, undertakings and property of the Debtors pursuant to the Receivership Order, and subject to the Court Approval Condition, has the power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement; and

(b) the Receivership Order is in full force and effect.

5.2 No Other Representations and Warranties of the Receiver

Except for the representations and warranties of the Receiver contained in Section 5.1, neither the Receiver nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Receiver, including any representation or warranty as to the accuracy or completeness of any information regarding the Property furnished or made available to the Purchaser and its representatives or as to the future revenue, profitability or success of the Property, or any representation or warranty arising from statute or otherwise under Applicable Laws.

5.3 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Receiver that:

(a) **Status**. The Purchaser is duly organized and subsisting under the laws of its jurisdiction of organization. The Purchaser has all necessary power, authority and capacity to enter into this Agreement and all other agreements contemplated by this Agreement and to perform its obligations under this Agreement and all other agreements contemplated by this Agreement;

(b) **Authorization**. The execution and delivery of this Agreement and all other agreements contemplated by this Agreement by the Purchaser and the consummation of the Transaction contemplated by this Agreement by the Purchaser have been duly authorized by all necessary corporate action on the part of the Purchaser;

(c) **No Breach**. Neither the entering into nor the delivery of this Agreement nor the completion by the Purchaser of the Transaction contemplated hereby will conflict with, or constitute a default under, or result in a violation of: (i) any of the provisions of the constating documents or by-laws of the Purchaser; or (ii) any Applicable Laws;

(d) **No Bankruptcy**. The Purchaser: (i) is not an insolvent person within the meaning of the BIA or the *Winding-up and Restructuring Act* (Canada); (ii) has not made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof; (iii) has not had any petition for a receiving Order and/or for the appointment of a receiver or receiver and manager over its property and/or business presented in respect of it; and (iv) has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution;

(e) **No Broker**. The Purchaser has not retained the services of any real estate broker or agent in connection with the Transaction;

(f) **Residence**. The Purchaser is not a non-resident of Canada for the purposes of the *Investment Canada Act* (Canada);

(g) **GST**. The Purchaser is, or will be as of the Closing Date, registered for the purposes of Part IX of the ETA in accordance with the requirements of Subdivision D of Division V; and

(h) **No Prohibition.** The *Prohibition on the Purchase of Residential Property by Non- Canadians Act* (Canada) does not apply in respect of the Purchaser or the Transaction.

(i) **Proceedings.** There are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.

(j) **Execution and Binding Obligation**. This Agreement has been duly executed and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

5.4 Survival of Representations and Warranties of the Purchaser

All of the representations and warranties set out in Section 5.3 shall not merge on, but shall survive, Closing.

ARTICLE 6

CLOSING DOCUMENTS

6.1 Receiver's Closing Documents

On or before Closing, subject to the provisions of this Agreement, the Receiver shall deliver or cause to be delivered to the Purchaser's Solicitors the following:

(a) a certified copy of the Approval and Reverse Vesting Order;

(b) share certificates representing the Subscribed Shares;

(c) a certificate of the Receiver confirming that: (i) the representations and warranties set out in Section 5.1 are true and accurate in all material respects as of the Closing Date; and (ii) the Receiver has complied with all the covenants, obligations, and agreements contained in this Agreement and has not breached the same in any material respect;

(d) all keys and master keys to all units and facilities of the Lands in the Receiver's possession;

(e) the Replacement Minute Books and/or the Original Minute Books for each of the Debtors, as applicable; and

(f) such other documents as may be reasonably required by the Approval and Reverse Vesting Order, or reasonably required by the Purchaser to complete the Transaction, in accordance with the terms of this Agreement.

All documentation shall be in form and substance acceptable to the Parties and their respective solicitors each acting reasonably and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either the Party than those expressly set forth in this Agreement or in the Approval and Reverse Vesting Order.

6.2 Purchaser's Closing Documents

On or before Closing, subject to the provisions of this Agreement, the Purchaser shall deliver or cause to be delivered to the Receiver's Solicitors, the following:

(a) a certificate of an officer of the Purchaser (in such capacity and without personal liability) confirming that: (i) the representations and warranties set out in Section 5.3 are true and accurate in all material respects as of the Closing Date; and (ii) the Purchaser has complied with all the covenants, obligations, and agreements contained in this Agreement and has not breached the same in any material respect; and

(b) such other documents as may be reasonably required by the Receiver to complete the Transaction in accordance with the terms of this Agreement.

All documentation shall be in form and substance acceptable to the Parties and their respective solicitors each acting reasonably and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either Party than those expressly set forth in this Agreement or in the Approval and Reverse Vesting Order.

ARTICLE 7

OPERATION OF THE LANDS

7.1 Operation Before Closing

During the period between the date hereof and Closing, subject to the Receivership Order and any other Order made by the Court in the Receivership Proceedings, and subject to the Receiver's obligations as an officer of the Court, the Receiver shall use commercially reasonable efforts to:

(a) maintain in full force and effect the existing insurance coverage in respect of the Lands;

(b) consult with the Purchaser regarding any commitment, agreement or contract, or modification of any material terms or termination of any Project Documents, Development Rights, Permitted Encumbrances, or any mortgage or charge relating to the Retained Assets or that would form an Encumbrance on the Retained Assets;

(c) promptly notify the Purchaser if the Receiver becomes aware that, after the date of this Agreement, any of its representations or warranties in this Agreement become untrue or incorrect or if any covenants, terms or conditions in this Agreement are breached or cannot be performed; and

(d) grant to the Purchaser and its authorized representatives the right to enter upon the Lands during business hours upon reasonable notice to the Receiver, at the Purchaser's sole risk and expense (subject to the rights of any tenants under the Leases), for the purposes of carrying out such inspections, examinations, tests and surveys, including soil tests, as the Purchaser may deem necessary, acting reasonably; provided that (i) such inspections, examinations, tests and surveys shall not unduly interfere with the use, operation and enjoyment by the tenants of their leased premises under the Leases; (ii) the Purchaser shall conduct all such examinations, tests, and inspections in compliance with all Applicable Laws; (iii) the Purchaser shall promptly, at its own expense, restore the Lands to substantially the same condition as existed prior to any such inspections, examinations, tests or surveys; and (iv) the Purchaser shall indemnify and save harmless the Receiver for, from and against any and all loss, claim, demand, action, cause of action, liability, cost, damage or expense (including reasonable professional fees) and all costs incurred in investigating or pursuing the foregoing of any proceeding relating to any of the foregoing arising out of any act or omission by the Purchaser or its agents or employees during and with respect to the utilization of such right of access, exams, testing and inspection of the Lands and hereby releases the Receiver from and against any and all such claims which may arise during and with respect to same, which indemnity and release shall not merge on, but shall survive, Closing or any termination of this Agreement.

7.2 Damage Before Closing

(a) The Retained Assets shall be at the risk of the Debtors until Closing.

(b) If any loss, damage or expropriation occurs before Closing to any part of the Retained Assets in respect of which the cost of restoration is more than 10% of the Subscription Price, all as determined by an arm's length, independent qualified expert engaged by the Receiver, within 15 Business Days after disclosure to the Purchaser by the Receiver of the loss or damage and the extent thereof, the Purchaser, at its option, shall by notice in writing to the Receiver (the "**Election Notice**") elect either:

(i) to complete the purchase of the Subscribed Shares, in which event the insurance proceeds (if any) payable in respect of such damaged Retained Asset(s) shall be assigned or paid to the Purchaser and the Subscription Price shall be reduced by an amount equal to any deficiency in insurance proceeds arising from any co-insurance relating to such insurance policy or for any other reason; provided, however, that if the cost of restoration and/or the quantum (if any) of insurance proceeds are not known at the Closing Date, the Purchaser shall pay the Subscription Price in full on Closing and the Receiver shall remit to the Purchaser the insurance proceeds (if any) and the amount of any deficiency in insurance proceeds (if any) as soon as reasonably practicable following receipt and determination of same; or

(ii) not to complete the purchase of the Subscribed Shares, in which case this Agreement will terminate with immediate effect.

(c) If the Purchaser fails to deliver the Election Notice, it will be deemed to elect to complete the purchase of the Subscribed Shares in accordance with Section 7.2(b)(i).

(d) If loss or damage to any Retained Assets that does not trigger the rights set out in Section 7.2(b) occurs, the Purchaser shall have no right to terminate this Agreement, but shall be entitled to all proceeds of insurance in respect of such loss or damage and the Subscription Price shall be reduced by the value of any deductibles in respect of such loss or damage and an amount equal to any deficiency in insurance proceeds arising from any co-insurance relating to such insurance policy or for any other reason, and the Parties shall complete the Transaction.

ARTICLE 8

ENVIRONMENTAL AND RELEASE

8.1 In this Article 8, "**Environmental Liabilities**" means all losses of any kind suffered by or against any person, business or property, including or as a result of any order, investigation, or action by any Governmental Authority, arising from or with respect to any one or more of the following:

(a) the release or presence at the Lands of any Hazardous Substances, contaminants, pollutant or other substance that creates a risk of harm or degradation, immediately or at some future time, to the environment or to human health;

(b) liability under any Applicable Laws in relation to the environment, including, without limitation, the *Environmental Management Act* (British Columbia) and the regulations thereto, for any costs incurred in respect of environmental matters associated with the Lands, whether for clean-up, remediation, assessment or otherwise; and

(c) liability for personal injury or property damage at the Lands arising in connection with any breach of any applicable environmental laws, including civil, criminal or quasi-criminal laws, or under any statutory or common law tort or similar theory.

The Purchaser waives any right to a disclosure statement or any other report under the *Environmental Management Act* (British Columbia) and the regulations thereto.

8.2 Release

The Purchaser, on behalf of itself and any affiliates, partners, and shareholders, and the directors, officers, employees, agents, successors and assigns of any of the foregoing, hereby:

(a) except to the extent that a Claim or expense is caused by the gross negligence or wilful misconduct of a Released Party, remises, releases and forever discharges the Released Parties from any and all Claims and any and all expenses (whether or not relating to or resulting from a Claim) whenever occurring or caused which the Purchaser or any other Person now has or may have arising from or in any way relating to the condition of the Property, including Claims and expenses, or any concerns the Purchaser has, could have, or may have in respect of or in any way related to any Environmental Liabilities or other environmental condition, existing or in effect prior to, as of, or after the Closing; and

(b) except to the extent that a Claim is caused by the gross negligence or wilful misconduct of a Released Party, covenants not to, directly or indirectly, make or assist in making or advancing any Claim against any of the Released Parties, or against any other Person who may have a right of contribution or indemnity against any of the Released Parties arising in any way relating to the condition of the Property including Claims or any concerns the Purchaser has, could have, or may have in respect of or in any way related to any Environmental Liabilities or other environmental condition, existing or in effect prior to, as of, or after the Closing, unless with respect to a Claim against any such other Person, the Purchaser indemnifies the Released Parties in full from and in respect of the Claim against such other Person.

This release will not merge on Closing but will survive in full force and effect thereafter.

ARTICLE 9

COVENANTS AND OTHER AGREEMENTS

9.1 Approval of the Court

The Purchaser acknowledges that this Agreement and the Transaction are subject to the approval of the Court.

9.2 Project Documents

The Receiver confirms that it has delivered or made available to the Purchaser copies of the Project Documents, to the extent the Project Documents are in the Receiver's possession and control.

9.3 Minute Books

The Receiver shall make commercially reasonable efforts to locate and provide the minute books of the Debtors to the Purchaser over the course of one week commencing on the reference date of this Agreement (the "**Original Minute Books**"), and shall keep the Purchaser and Purchaser's Solicitors informed of those efforts. If the Original Minute Books of one or both of the Debtors cannot be located, then the Purchaser shall have two weeks to prepare draft Replacement Minute Books in respect of each of the Debtors for which Original Minute Books have not been located prior to the hearing of the application for the Approval and Reverse Vesting Order, which shall be in form and substance satisfactory to the Purchaser and the Receiver, each acting reasonably.

ARTICLE 10

TERMINATION

10.1 Termination of this Agreement

This Agreement may be terminated at any time prior to Closing as follows:

(a) by mutual written consent of the Parties;

(b) subject to Section 4.4, in accordance with Section 4.5;

(c) by notice from the Receiver to the Purchaser or from the Purchaser to the Receiver, following the issuance of an Order or any other action by a Governmental Authority to restrain, enjoin or otherwise prohibit the issuance of the Subscribed Shares as contemplated hereby;

(d) by the Purchaser, if there has been a material violation or breach by the Receiver of any agreement, covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 4.3 and such violation or breach has not been waived by the Purchaser or cured by the Receiver within five (5) Business Days of the Purchaser providing notice to the Receiver of such breach, unless the Purchaser is in material breach of its obligations under this Agreement;

(e) by the Receiver, if there has been a material violation or breach by the Purchaser of any agreement, covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 4.2 and such violation or breach has not been waived by the Receiver or cured by the Purchaser within five (5) Business Days of the Receiver providing notice to the Purchaser of such breach, unless the Receiver is in material breach of its obligations under this Agreement; and

(f) by the Purchaser, at any time before the Approval and Reverse Vesting Order has been granted.

ARTICLE 11

GENERAL

11.1 Obligations as Covenants

Each agreement and obligation of either of the Parties in this Agreement, even if not expressed as a covenant, is considered for all purposes to be a covenant.

11.2 Transaction Costs

Each Party shall bear its own fees and expenses in respect of this Agreement and the Transaction, including, without limiting the generality of the foregoing, the fees and expenses of their respective accountants and auditors.

All closing documents necessary to complete the Transaction shall be prepared at the sole cost of the Purchaser, except (i) the Approval and Reverse Vesting Order, (ii) the documents necessary to obtain any Orders from the Court, and (iii) the Receiver's Certificate, which shall be at the cost of the Receiver.

11.3 Commission

The Commissions shall be payable by the Receiver and in accordance with the Approval and Reverse Vesting Order. Any fees or commissions owing to any broker or agent engaged by the Purchaser shall be payable by the Purchaser.

11.4 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

11.5 Time of the Essence

Time shall be of the essence of this Agreement.

11.6 Further Assurances

Each of the Parties shall from time-to-time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

11.7 Entire Agreement

This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the Parties, constitute the entire agreement between the Parties pertaining to the Transaction provided for herein and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto. There are no other warranties or representations and no other agreements between the Parties in connection with the subscription agreement provided for herein, except as specifically set forth in this Agreement or the Schedules attached hereto. No supplement, modification or waiver or termination (except for terminations under Section 10.1) of this Agreement shall be binding unless executed in writing by the Parties in the same manner as the execution of this Agreement.

11.8 Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided in writing.

11.9 Solicitors and Agents and Tender

Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors on behalf of the Purchaser and by the Receiver's Solicitors on behalf of the Receiver and any tender of Closing Documents and the Subscription Price may be made upon the Receiver's Solicitors and the Purchaser's Solicitors, as the case may be.

11.10 Merger

Except as otherwise provided in this Agreement, the provisions of this Agreement shall not merge with respect to any obligations of the Receiver or the Purchaser that are to be performed or fulfilled after Closing. Otherwise, except as expressly set out herein, this Agreement shall merge with the Closing of the Transaction contemplated herein.

11.11 Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the Parties and their respective successors and permitted assigns and shall enure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

11.12 Assignment

The Purchaser shall have the right to assign its interest hereunder to a related party of the Purchaser, by providing written notice of such assignment to the Receiver on or before the date which is two (2) Business Days prior to the application for the Approval and Reverse Vesting Order, and provided the assignee agrees by an assignment and assumption agreement, in form and substance acceptable to the Receiver, to be bound by the terms of this Agreement. Any such assignment shall not however release the Purchaser of its obligations under this Agreement.

11.13 Notice

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery during regular business hours on any Business Day or by email , addressed or sent as set out below or to such other address as may from time to time be the subject of a Notice:

(a) Receiver:

Alvarez & Marsal Canada Inc.
2900 – 200 Bay Street
South Tower, Royal Bank
Toronto, ON M5J 2J7
Attn: Anthony Tillman and Vicki Chan
Email:atillman@alvarezmarsal.com and vchan@alvarezandmarsal.com

copy to:

Dentons Canada LLP

20th Floor, 250 Howe Street
Vancouver, BC V6C 3R8
Attn: John Sandrelli and Inder Biring
Email: john.sandrelli@dentons.com and inder.biring@dentons.com

(b) Purchaser:

TC Shawn Oaks FC Limited Partnership
745 Thurlow Street, Suite 1700
Vancouver, BC V6E 0C5
Attn:
Email:

copy to:

Owen Bird Law Corporation
2900 – 733 Seymour Street
Vancouver, BC V6B 0S6
Attn: Scott Stephens and Katharina R. Spotzl
Email: sstephens@owenbird.com and kspotzl@owenbird.com

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery, or if sent by email before 5:00 p.m. (Vancouver time) on a Business Day, shall be deemed to have been validly and effectively given on the day it was sent, and if sent by email after 5:00 p.m. (Vancouver time) on a Business Day or on a day that is not a Business Day, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was sent.

11.14 Delivery in Escrow

All documents, monies and other items required to be delivered at the Closing shall be delivered at the Closing to the Receiver's Solicitors and the Purchaser's Solicitors and shall be placed in escrow and shall not be considered as delivered until such time as the Receiver's Solicitors and the Purchaser's Solicitors shall have indicated their agreement that all the terms and conditions to be observed or performed relating to Closing have been fulfilled. In the absence of an agreement between the Receiver's Solicitors and the Purchaser's Solicitors, anything delivered by a Party to this Agreement in connection with Closing shall be returned to such Party upon demand by such Party. The Purchaser will pay the Subscription Price to the Receiver's Solicitors in trust by wire-transfer to the trust account of the Receiver's Solicitors on the Closing Date and the monies so paid shall be held in the trust account of the Receiver's Solicitors until all Closing Documents are received and funds are confirmed as released from escrow. If the Transaction is not completed for any reason, the amount paid by the Purchaser to the Receiver's Solicitors in trust shall be returned to the Purchaser without condition other than the return of all Receiver's Closing Documents and deliveries, unused and unregistered.

11.15 Counterparts; Electronic Transmission

This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by electronic transmission via email and that the reproduction of signatures by way of electronic transmission will be treated as though such reproduction were executed originals.

IN WITNESS WHEREOF the Parties thereto have executed this Agreement under seal as evidenced by their properly authorized officers in that behalf as of the day and year first above written.

TC SHAWN OAKS FC LIMITED PARTNERSHIP by its general partner TC SHAWN OAKS FC GP INC.

Per:

Name: Christian Skogen
Title: Chief Investment Officer
I have the authority to bind the corporation

ALVAREZ & MARSAL CANADA INC. solely in its capacity as Court-appointed receiver and manager of the property, assets and undertaking of LANDMARK SHAWN OAKS DEVELOPMENT LTD. and SHAWN OAKS HOLDINGS LTD.

Per:

Name:
Title:
I have the authority to bind the corporation

shall be deemed to constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by electronic transmission via email and that the reproduction of signatures by way of electronic transmission will be treated as though such reproduction were executed originals.

IN WITNESS WHEREOF the Parties thereto have executed this Agreement under seal as evidenced by their properly authorized officers in that behalf as of the day and year first above written.

TC SHAWN OAKS FC LIMITED PARTNERSHIP by its general partner TC SHAWN OAKS FC GP INC.

Per: ____________________________

Name:
Title:
I have the authority to bind the corporation

ALVAREZ & MARSAL CANADA INC. solely in its capacity as Court-appointed receiver and manager of the property, assets and undertaking of LANDMARK SHAWN OAKS DEVELOPMENT LTD. and SHAWN OAKS HOLDINGS LTD.

Per: DocuSigned by: Anthony Tillman
AA6AACF632EB41D...

Name: Anthony Tillman
Title: Senior Vice President
I have the authority to bind the corporation

SCHEDULE "A"

Excluded Assets

The Excluded Assets are:

a) All Excluded Contracts

SCHEDULE "B"

Retained Contracts

1. The Leases, which include all residential leases related to the Lands copies of which have been provided by the Receiver to the Purchaser; and

2. Strata Property Management Service Agreement dated June 29, 2021 between Shawn Oaks, Strata Corporation VR 855 and Fraser Park Realty Ltd.

SCHEDULE "C"

Permitted Encumbrances

General

(a) the reservations, limitations, provisions or conditions expressed in the original grants from the Crown of any of the Lands and the statutory exceptions to title currently applicable to the Lands;

(b) a claim of right, title or jurisdiction which may be made or established by any aboriginal peoples by virtue of their status as aboriginal peoples to or over any Lands;

(c) liens for taxes, assessments, rates, duties, charges or levies not at the time due, which relate to obligations or liability assumed by the Purchaser; and

(d) the encumbrances listed below in respect of the Lands.

Legal Notations

1. Notice of Interest, *Builders Lien Act*, CA7608754
2. Easement CB708279
3. Easement CB708280

Charges, Liens and Interests

1. Easement and Indemnity Agreement 477914M
2. Right of Way 518302M
3. Statutory Right of Way GB111841

SCHEDULE “D”

Legal Description

PID	**Legal Description**
006-056-539	STRATA LOT 1 DISTRICT LOT 526 STRATA PLAN VR. 855
006-056-571	STRATA LOT 2 DISTRICT LOT 526 STRATA PLAN VR. 855
004-567-463	STRATA LOT 3 DISTRICT LOT 526 STRATA PLAN VR. 855
006-056-598	STRATA LOT 4 DISTRICT LOT 526 STRATA PLAN VR. 855
006-056-636	STRATA LOT 5 DISTRICT LOT 526 STRATA PLAN VR. 855
006-056-652	STRATA LOT 6 DISTRICT LOT 526 STRATA PLAN VR. 855
006-056-687	STRATA LOT 7 DISTRICT LOT 526 STRATA PLAN VR. 855
006-056-725	STRATA LOT 8 DISTRICT LOT 526 STRATA PLAN VR. 855
006-056-822	STRATA LOT 9 DISTRICT LOT 526 STRATA PLAN VR. 855
006-056-903	STRATA LOT 10 DISTRICT LOT 526 STRATA PLAN VR. 855
006-056-938	STRATA LOT 11 DISTRICT LOT 526 STRATA PLAN VR. 855
006-056-997	STRATA LOT 12 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-047	STRATA LOT 13 DISTRICT LOT 526 STRATA PLAN VR. 855

003-571-599	STRATA LOT 14 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-101	STRATA LOT 15 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-152	STRATA LOT 16 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-195	STRATA LOT 17 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-233	STRATA LOT 18 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-284	STRATA LOT 19 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-322	STRATA LOT 20 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-373	STRATA LOT 21 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-390	STRATA LOT 22 DISTRICT LOT 526 STRATA PLAN VR. 855
004-249-453	STRATA LOT 23 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-420	STRATA LOT 24 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-454	STRATA LOT 25 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-497	STRATA LOT 26 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-527	STRATA LOT 27 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-560	STRATA LOT 28 DISTRICT LOT 526 STRATA PLAN VR. 855
004-791-754	STRATA LOT 29 DISTRICT LOT 526 STRATA PLAN VR. 855

005-390-737	STRATA LOT 30 DISTRICT LOT 526 STRATA PLAN VR. 855
004-153-197	STRATA LOT 31 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-608	STRATA LOT 32 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-624	STRATA LOT 33 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-667	STRATA LOT 34 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-705	STRATA LOT 35 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-713	STRATA LOT 36 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-748	STRATA LOT 37 DISTRICT LOT 526 STRATA PLAN VR. 855
006-057-764	STRATA LOT 38 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-001	STRATA LOT 39 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-035	STRATA LOT 40 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-078	STRATA LOT 41 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-108	STRATA LOT 42 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-159	STRATA LOT 43 DISTRICT LOT 526 STRATA PLAN VR. 855
002-453-231	STRATA LOT 44 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-175	STRATA LOT 45 DISTRICT LOT 526 STRATA PLAN VR. 855

006-058-191	STRATA LOT 46 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-205	STRATA LOT 47 DISTRICT LOT 526 STRATA PLAN VR. 855
004-291-611	STRATA LOT 48 DISTRICT LOT 526 STRATA PLAN VR. 855
005-333-059	STRATA LOT 49 DISTRICT LOT 526 STRATA PLAN VR. 855
004-903-056	STRATA LOT 50 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-248	STRATA LOT 51 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-264	STRATA LOT 52 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-302	STRATA LOT 53 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-337	STRATA LOT 54 DISTRICT LOT 526 STRATA PLAN VR. 855
006-058-370	STRATA LOT 55 DISTRICT LOT 526 STRATA PLAN VR. 855
004-775-155	STRATA LOT 56 DISTRICT LOT 526 STRATA PLAN VR. 855
002-668-017	STRATA LOT 57 DISTRICT LOT 526 STRATA PLAN VR. 855
006-059-040	STRATA LOT 58 DISTRICT LOT 526 STRATA PLAN VR. 855
006-059-074	STRATA LOT 59 DISTRICT LOT 526 STRATA PLAN VR. 855
006-059-112	STRATA LOT 60 DISTRICT LOT 526 STRATA PLAN VR. 855
002-968-452	STRATA LOT 61 DISTRICT LOT 526 STRATA PLAN VR. 855

006-059-155	STRATA LOT 62 DISTRICT LOT 526 STRATA PLAN VR. 855
006-059-171	STRATA LOT 63 DISTRICT LOT 526 STRATA PLAN VR. 855
006-059-333	STRATA LOT 64 DISTRICT LOT 526 STRATA PLAN VR. 855
006-059-376	STRATA LOT 65 DISTRICT LOT 526 STRATA PLAN VR. 855
006-059-431	STRATA LOT 66 DISTRICT LOT 526 STRATA PLAN VR. 855
002-599-040	STRATA LOT 67 DISTRICT LOT 526 STRATA PLAN VR 855
004-174-402	STRATA LOT 68 DISTRICT LOT 526 STRATA PLAN VR. 855
006-059-481	STRATA LOT 69 DISTRICT LOT 526 STRATA PLAN VR. 855
006-059-520	STRATA LOT 70 DISTRICT LOT 526 STRATA PLAN VR. 855
005-226-449	STRATA LOT 71 DISTRICT LOT 526 STRATA PLAN VR. 855
006-059-571	STRATA LOT 72 DISTRICT LOT 526 STRATA PLAN VR. 855

Appendix C – Summary of the Receiver's Professional Fees for the Period from February 13, 2025 to Discharge

Landmark Shawn Oaks Development Ltd. and Shawn Oaks Holdings Ltd.
Summary of the Receiver's Professional Fees and Disbursements by Account
For the period February 13, 2025 to Discharge

Invoice Number	Invoice Date	For the Period Ending	Fees	Disbursements	GST	Total
Alvarez & Marsal Canada Inc.						
1	17-Apr-25	February 18 - 28, 2025	$ 37,357.00	$ -	$ 1,867.85	$ 39,224.85
2	29-Apr-25	March 1 - 31, 2025	72,347.00	-	3,617.35	75,964.35
3	26-May-25	April 1-30, 2025	18,021.50	-	901.08	18,922.58
4	16-Jun-25	May 1 - 31, 2025	19,372.50	25.00	969.88	20,367.38
5	16-Jul-25	June 1-30, 2025	19,980.00	400.00	1,019.00	21,399.00
6	25-Aug-25	July 1-31, 2025	11,469.00	-	573.45	12,042.45
7	18-Sep-25	August 1- 31, 2025	10,050.50	-	502.53	10,553.03
8	17-Oct-25	September 1-30, 2025	12,261.00	25.00	614.30	12,900.30
9	20-Nov-25	October 1-31, 2025	12,397.50	38.01	621.78	13,057.29
10	11-Dec-25	November 1-30, 2025	4,145.50	-	207.28	4,352.78
11	09-Feb-26	December 1-31, 2025	5,862.50	-	293.13	6,155.63
12	11-Feb-26	Janaury 1 - 31, 2026	7,989.00	-	399.45	8,388.45
13	09-Mar-26	February 1-28, 2026	4,495.50	-	224.78	4,720.28
14	01-Apr-26	March 1-31, 2026	3,725.50	2.46	186.40	3,914.36
15	10-May-26	April 1-30, 2026	6,642.50	-	332.13	6,974.63
16	09-Jun-26	May 1-31, 2026	5,107.00	-	255.35	5,362.35
17	07-Jul-26	June 1-30, 2026	22,352.50	25.00	1,118.88	23,496.38
18*	-	July 1 - to discharge	50,000.00	-	2,500.00	52,500.00
			$ 323,576.00	**$ 515.47**	**$ 16,204.62**	**$ 340,296.09**

(*) Includes estimated time of the Receiver for the period July 1, 2026 to discharge

Appendix D – Summary of the Receiver's Legal Counsel's Professional Fees for the Period from February 13, 2025 to Discharge

Landmark Shawn Oaks Development Ltd. and Shawn Oaks Holdings Ltd.
Summary of the Receiver's Legal Counsel's Professional Fees and Disbursements by Account
For the period February 13, 2025 to Discharge

Invoice Number	Invoice Date	For the Period Ending		Fees		Disbursements		GST		PST		Total
Dentons Canada LLP												
3922399	13-Mar-25	January 14 - February 28, 2025	$	12,779.50	$	-	$	638.98	$	894.57	$	14,313.05
3934105	14-Apr-25	March 2 - 31, 2025		30,309.00		1,081.01		1,515.45		2,121.63		35,027.09
260003878	22-Jun-25	April 1 - May 20, 2025		3,117.50		16.00		156.68		218.22		3,508.40
260022688	12-Sep-25	July 8 - August 25, 2025		1,310.00		-		65.50		91.70		1,467.20
270027907	10-Jun-26	September 5, 2025 - May 12, 2026		2,048.00		-		102.40		143.36		2,293.76
270035304	09-Jul-26	June 8, 2026 - June 30, 2026		28,363.50		-		1,418.18		1,985.44		31,767.12
-	-	July 1 - to discharge*		60,000.00		-		3,000.00		4,200.00		67,200.00
			$	**137,927.50**	**$**	**1,097.01**	**$**	**6,897.19**	**$**	**9,654.92**	**$**	**155,576.62**

(*) Includes estimated time of the Receiver's legal counsel for the period July 1, 2026 to discharge