

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B140893  
Estate No. 11-1879440

FORM 92  
Notice of Proposal to Creditors  
(Section 51 of the Act)

IN THE MATTER OF THE PROPOSAL OF  
NEWGEN HARRISON DEVELOPMENT INC.  
of the city of BURNABY  
in the Province of British Columbia

Take notice that NEWGEN HARRISON DEVELOPMENT INC. of the city of BURNABY in the Province of British Columbia has lodged with us a proposal under the Bankruptcy and Insolvency Act.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed herewith.

A general meeting of the creditors will be held at Suite 430, 505 Burrard Street, VANCOUVER, BC on the 12th day of February 2015 at 10:30 AM.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

Dated at the city of VANCOUVER in the Province of British Columbia, this 27th day of January 2015.

The Bowra Group Inc. - Trustee  
Per:



Mario Mainella  
430 - 505 Burrard Street, PO Box 72  
VANCOUVER BC V7X 1M3  
Phone: (604) 689-8939 Fax: (604) 689-8584

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
0740125 BC LTD.	9320 - 206A STREET LANGLEY BC V1M 2W8		526,218.17
ALBERT AHN	1704 - 13399 104 Avenue SURREY BC V3T 0C9		500,000.00
BC HYDRO	PO BOX 9501, STN TERMINAL VANCOUVER BC V6B 4N1		627.74
BCS 3613	9401 COOK STREET CHILLIWACK BC V2P 4J5		3,222.00
CORIX UTILITIES	SUITE 1160, 1188 WEST GEORGIA STREET VANCOUVER BC V6E 4A2		10,005.45
CORIX WATER SYSTEMS INC.	SUITE 1160 1188 WEST GEORGIA STREET VANCOUVER BC V6E 4A2		136,596.72
DOO CHAN SEO	337 - 8288 207A St  LANGLEY BC V2Y 0L2		253,821.69
DRYSDALE BACON McSTRAVICK	3211 - 1015 AUSTIN AVENUE COQUITLAM BC V3K 3N9		38,640.36
EAST GORDON DEVELOPMENT LTD.	101A - 9770 196A STREET LANGLEY BC V1M 2X5		1,500,000.00
GOWLING LAFLEUR HENDERSON LLP	SUITE 2300, 550 BURRARD STREET VANCOUVER BC V6C 2B5		2,813.22
GRANT THORNTON LLP	SUITE 1600, 333 SEYMOUR STREET VANCOUVER BC V6B 0A4		6,109.98
HSBC BANK CANADA	885 WEST GEORGIA STREET VANCOUVER BC V6C 3G1		11,000,000.00
HYOUNG CHIN YANG	32106 - 6088 WILLINGDON AVENUE BURNABY BC V5H 4V2		146,872.53
HYUN HO KIM	1705 SUGERPINE DRIVE COQUITLAM BC V3E 3E4		200,383.09
IN SIK SHIN	7407 61st STREET ROCKY MOUNTAIN HOUSE AB T4T 0A3		195,953.74
INTERSOFT TECHNOLOGIES LTD.	#1104 - 183 KEEFER PLACE VANCOUVER BC V6B 6B9		420.09
JOY KIM	1570 PARKWAY BOULEVARD COQUITLAM BC V3E 2Y5		918,750.00
KOGURYU DEVELOPMENT LTD.	C305 - 20159 88TH AVENUE LANGLEY BC V1M 0A4		144,267.99

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
KYO JOONG YOON	302 - 588 BROUGHTON STREET VANCOUVER BC V6G 3E3		807,394.41
KYU SUNG KIM	3031 BRISTLECONE COURT COQUITLAM BC V3E 2W7		143,169.15
MOON JA YANG	32106 - 6088 WILLINGDON AVENUE BURNABY BC V5H 4V2		146,872.53
NAM HEE KIM	7506 WESTBANK PLACE VANCOUVER BC V5S 3Y6		195,830.04
OMEGA & ASSOCIATES ENGINEERING	9094 YOUNG ROAD CHILLIWACK BC V2P 4R5		8,524.84
OPERA LANDSCAPING	8448 GILLY AVENUE BURNABY BC V5J 4Y5		1,512.00
RALLY COMMUNICATIONS INC.	101 - 2020 Abbotsford Way ABBOTSFORD BC V2S 6X8		78,007.14
SHAW	PO BOX 2468, STATION M Calgary AB T2P 4Y2		407.43
WOO JIN PARK	32402 - 280 ROSS DRIVE NEW WESTMINSTER BC V3L 0C2		307,521.71
<b>Total</b>			17,273,942.02

District of: British Columbia  
 Division No. 03 - Vancouver  
 Court No. B140893  
 Estate No. 11-1879440

Original  Amended

-- Form 78 --

Statement of Affairs (Business Proposal) made by an entity  
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

IN THE MATTER OF THE PROPOSAL OF  
 NEWGEN HARRISON DEVELOPMENT INC.  
 of the city of BURNABY  
 in the Province of British Columbia

To the debtor:

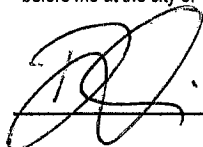
You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 26th day of January 2015. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

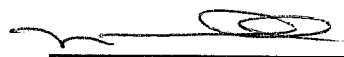
LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A" . . . . .	1. Inventory . . . . .
12,194,147.33	0.00
Balance of secured claims as per list "B" . . . . .	2. Trade fixtures, etc. . . . .
30,000.00	0.00
Total unsecured creditors . . . . .	3. Accounts receivable and other receivables, as per list "E"
12,224,147.33	Good . . . . .
2. Secured creditors as per list "B" . . . . .	0.00
5,050,000.00	Doubtful . . . . .
3. Preferred creditors as per list "C" . . . . .	0.00
0.00	Bad . . . . .
4. Contingent, trust claims or other liabilities as per list "D"	0.00
estimated to be reclaimable for . . . . .	Estimated to produce . . . . .
0.00	0.00
Total liabilities . . . . .	4. Bills of exchange, promissory note, etc., as per list "F" . . . . .
17,274,147.33	0.00
Surplus . . . . .	5. Deposits in financial institutions . . . . .
NIL	0.00
	6. Cash . . . . .
	0.00
	7. Livestock . . . . .
	0.00
	8. Machinery, equipment and plant . . . . .
	0.00
	9. Real property or immovable as per list "G" . . . . .
	5,050,000.00
	10. Furniture . . . . .
	0.00
	11. RRSPs, RRIFFs, life insurance, etc. . . . .
	0.00
	12. Securities (shares, bonds, debentures, etc.) . . . . .
	0.00
	13. Interests under wills . . . . .
	0.00
	14. Vehicles . . . . .
	0.00
	15. Other property, as per list "H" . . . . .
	0.00
	If debtor is a corporation, add:
	Amount of subscribed capital . . . . .
	0.00
	Amount paid on capital . . . . .
	0.00
	Balance subscribed and unpaid . . . . .
	0.00
	Estimated to produce . . . . .
	0.00
	Total assets . . . . .
	5,050,000.00
	Deficiency . . . . .
	12,224,147.33

I, THE BOWRA GROUP INC. RECEIVER APPOINTED IN SUPREME COURT OF BC ACTION S117007, VANCOUVER, of the city of VANCOUVER in the Province of British Columbia, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 26th day of January 2015 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)

before me at the city of VANCOUVER in the Province of British Columbia, on this 26th day of January 2015.

  
 \_\_\_\_\_

  
 \_\_\_\_\_  
 THE BOWRA GROUP INC. RECEIVER  
 APPOINTED IN SUPREME COURT OF  
 BC ACTION S117007, VANCOUVER

**DOUGLAS F. CHIVERS, CA, CIRP**  
**A Commissioner for taking**  
**Affidavits for British Columbia**

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B140893  
Estate No. 11-1879440

FORM 31  
Proof of Claim  
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),  
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

IN THE MATTER OF THE PROPOSAL OF  
NEWGEN HARRISON DEVELOPMENT INC.  
of the city of BURNABY  
in the Province of British Columbia

All notices or correspondence regarding this claim must be forwarded to the following address:

\_\_\_\_\_  
\_\_\_\_\_

In the matter of the proposal of NEWGEN HARRISON DEVELOPMENT INC. of the city of BURNABY in the Province of British Columbia and the claim of \_\_\_\_\_, creditor.

I, \_\_\_\_\_ (name of creditor or representative of the creditor), of the city of \_\_\_\_\_ in the province of \_\_\_\_\_, do hereby certify:

1. That I am a creditor of the above named debtor (or I am \_\_\_\_\_ (position/title) of \_\_\_\_\_, creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of proposal, namely the 26th day of January 2015, and still is, indebted to the creditor in the sum of \$ \_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ \_\_\_\_\_

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and  
(Check appropriate description.)

Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.  
(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ \_\_\_\_\_

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:  
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_  
(Attach a copy of sales agreement and delivery receipts.)

- E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_
- That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,
- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_
- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_,
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_,
- G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

*(To be completed when a proposal provides for the compromise of claims against directors.)*

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

5. That, to the best of my knowledge, I \_\_\_\_\_ (am/am not) (or the above-named creditor \_\_\_\_\_ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and \_\_\_\_\_ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Creditor

Phone Number: \_\_\_\_\_  
Fax Number : \_\_\_\_\_  
E-mail Address : \_\_\_\_\_

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 20(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B140893  
Estate No. 11-1879440

FORM 36  
Proxy  
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

IN THE MATTER OF THE PROPOSAL OF  
NEWGEN HARRISON DEVELOPMENT INC.  
of the city of BURNABY  
in the Province of British Columbia

I, \_\_\_\_\_, of \_\_\_\_\_, a creditor in the above matter, hereby  
appoint \_\_\_\_\_, of \_\_\_\_\_, to be  
my proxyholder in the above matter, except as to the receipt of dividends, \_\_\_\_\_ (with or without)  
power to appoint another proxyholder in his or her place.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

The Bowra Group Inc. - Trustee  
Per:

\_\_\_\_\_  
Mario Mainella  
430 - 505 Burrard Street, PO Box 72  
VANCOUVER BC V7X 1M3  
Phone: (604) 689-8939 Fax: (604) 689-8584

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B140893  
Estate No. 11-1879440

FORM 37

Voting Letter  
(Paragraph 5(1)(f) of the Act)

IN THE MATTER OF THE PROPOSAL OF  
NEWGEN HARRISON DEVELOPMENT INC.  
of the city of BURNABY  
in the Province of British Columbia

I, \_\_\_\_\_, creditor (or I, \_\_\_\_\_, representative  
of \_\_\_\_\_, creditor), of \_\_\_\_\_, a creditor in the above matter  
for the sum of \$ \_\_\_\_\_, hereby request the trustee acting with respect to the proposal of  
NEWGEN HARRISON DEVELOPMENT INC., to record my vote \_\_\_\_\_ (for or against) the  
acceptance of the proposal as made on the \_\_\_\_\_ day of \_\_\_\_\_.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:  
The Bowra Group Inc. - Trustee  
Per:

\_\_\_\_\_  
Mario Mainella  
430 - 505 Burrard Street, PO Box 72  
VANCOUVER BC V7X 1M3  
Phone: (604) 689-8939 Fax: (604) 689-8584



**IN THE MATTER OF THE PROPOSAL OF  
NEWGEN HARRISON DEVELOPMENT INC.  
TRUSTEE'S REPORT TO CREDITORS**

**January 27, 2015**

**1. BACKGROUND**

Newgen Harrison Development Inc. ("Newgen" or the "Company") developed a 90 acre mixed use residential property in the District of Kent, 17km west of Harrison Hot Springs. The development site is known as Harrison Highlands (the "Development").

The Development consists of 8 parcels of land and was planned to include the following:

- 3 acre Commercial lot;
- 4 acre parcel donated to the District of Kent as a future fire hall site;
- 13 acre parcel zoned for an RV park and 48 cottages;
- 9 acre parcel zoned for 20 single family homes and 49 town homes;
- 9 acre parcel zoned for 28 single family homes, 14 rancher homes and 1 duplex;
- 6 acre parcel zoned for 23 rancher homes and 4 duplexes;
- 7 acre parcel zoned for 254 unit condo units ("Multifamily Parcel"); and,
- 39 acre parcel zoned for 75 single family lots, including 18 strata lots.

The Multifamily Parcel was sold in 2009 to fund the site servicing costs and obtain subdivision approvals for the 39 acre parcel, which was zoned for 75 single family lots, including 18 strata lots. The remaining parcels of land were serviced to the property line and were to be developed in 5 subsequent phases.

Of the 75 single family lots, 26 were sold prior to Receivership. An additional 5 lots were sold in 2014 by the Receiver for gross sales proceeds of \$370,000.

The Company granted a first mortgage over the property to HSBC Bank Canada ("HSBC"). The Company defaulted on the terms of the mortgage and as a result, The Bowra Group Inc. was appointed Receiver-Manager (the "Receiver") of the assets, undertakings and properties of Newgen pursuant to an order of the Supreme Court of British Columbia dated November 16, 2011.

The Receiver marketed the property for sale. A restructuring offer (the "Restructuring Agreement") was accepted by the Receiver from 1021051 B.C. Ltd. (the "Purchaser"). The Restructuring Agreement received Court approval on January 19, 2015.

The Restructuring Agreement contemplates the following events:

- Shares of the Company are sold to the Purchaser after the Proposal is approved by Court;
- The Receiver files a Proposal under the Bankruptcy and Insolvency Act (the "BIA") which provides for a distribution to the Affected Creditors (defined in the Proposal as all creditors with proven claims, except for those of the first mortgagee, crown claims, claims against directors and officers of the debtor and employee claims);
- Dividend to be funded to the Trustee in the Proposal by the Purchaser;
- Assignment of HSBC's secured claim to the Purchaser for \$5.08 million following a successful Proposal;
- In the event that the Proposal is not successful, an alternative transaction ("AT") will occur whereby the development property will be purchased for \$5.08 million and there will be no recovery to the Affected Creditors.

The Receiver has marketed the property since November 2011 and believes that the Proposal contained within the Restructuring Agreement represents the best offer to the Affected Creditors.

The Company was assigned into bankruptcy on June 9, 2014, and the First Meeting of Creditors in the bankruptcy was held on June 24, 2014.

## 2. SUMMARY OF PROPOSAL

Affected Creditors having Proven Claims will receive the amount determined as follows:

- (a) All Affected Creditors with Proven Claims in the aggregate amount of which is equal to or less than \$2,000 shall be deemed to have elected to receive a cash distribution equal to 99% of the aggregate of their Proven Claims and to have cast their Voting Claims in favour of approval of the Proposal; or
- (b) each Affected Creditor with Proven Claims the aggregate amount of which is greater than \$2,000:
  - i) may at its option elect to reduce the amount of its Proven Claims to the sum of \$2,000, and in such case such Affected Creditor shall be deemed to have elected to receive a cash distribution equal to \$1,996 (being approximately 99% of \$2,000) and to have cast its Voting Claim in favour of approval of the Proposal; or
  - ii) If such Affected Creditor does not make the election referenced above, then such Affected Creditor shall in respect of its Proven Claims receive a cash distribution in an amount equal to 0.5% of its Proven Claim.

Other terms of the Proposal include:

- The first secured mortgagee, HSBC, shall not be entitled to receive any distributions in this Proposal; and,
- The Proposal Trustee costs, counsel for the Proposal Trustee or counsel to the Company for fees and disbursements will not be deducted from any dividends to the Affected Creditors.

An estimate of the dividend payable of \$58,000 to the Affected Creditors is detailed in **Appendix A**. The estimate is based on the Company's Statement of Affairs and not from Proofs of Claim received by the Trustee.

### **3. FINANCIAL SITUATION**

As noted above, the Company was unable to service its mortgage from HSBC, estimated at \$11 million at the date of Receivership. The inability of the Company to service its debt obligation resulted in HSBC appointing a Receiver.

### **4. IDENTIFICATION AND EVALUATION OF ASSETS**

The Company's only asset is the property identified in the Background.

The Property has been marketed for sale and an offer has been accepted by the Receiver. The Court has approved the offer accepted by the Receiver. The value of the property, based on the marketing efforts of the Receiver and the restructuring agreement approved by the Court, does not satisfy the claim of the first secured mortgagee and as a result there are no assets of the Company available for unsecured creditors.

### **5. CONDUCT OF DEBTOR**

The Trustee in Bankruptcy in its report to creditors dated June 24, 2014 noted the following:

- The Trustee has performed a preliminary review of the Company's books and records that are available;
- The Trustee has not identified any transactions which could be regarded as reviewable transactions or transfers at undervalue, although there may be further investigations conducted that could reveal such items.

Nothing has come to our attention to change our opinion regarding the conduct of the debtor.

## 6. CREDITOR CLAIMS

Proofs of Claims filed in the bankruptcy are as follows:

<b>Creditor Class</b>	<b># of Creditors</b>	<b>(\$000's)</b>
Secured	0	0
Unsecured	2	186
	<u>2</u>	<u>186</u>

There are 25 other creditors that may file proofs of claim totaling \$6,089,000 based on the Statement of Affairs.

Secured creditor claims tabled below:

<b>Creditor</b>	<b>Assets Secured</b>	<b>Claim Amount (\$000's)</b>
HSBC Bank Canada	First mortgage on property	11,500
East Gordon Developments Ltd.	Second mortgage on property	1,500

An independent legal opinion was obtained by the Trustee that confirms the HSBC mortgage is valid and enforceable.

## **7. PREVIOUS BUSINESS DEALINGS WITH THE DEBTOR**

As previously stated, The Bowra Group Inc. was appointed as Receiver of the Company on November 16, 2011 pursuant to an Order of the Supreme Court of British Columbia.

The Bowra Group Inc. was appointed as the Trustee in the bankruptcy of the Company on June 9, 2014, which was affirmed at the First Meeting of Creditors on June 24, 2014.

## **8. TRUSTEE FEES**

The Proposal Trustee fees incurred in the Proposal will be paid by the Purchaser. A retainer of \$50,000 has been paid to the Proposal Trustee by the Purchaser pursuant to a third party retainer agreement.

## **9. REALIZATION AND DISTRIBUTION**

The Funds will be held by the Trustee under the Proposal and paid to the Affected Creditors as a dividend at the later of:

- 2 business days after Court approval of the Proposal; and,
- The date on which all disputed claims are resolved.

## **10. STATEMENT OF ESTIMATED REALIZATION**

The estimated dividends to the Affected Creditors is \$58,000.

If the Proposal is not successful, the AT would complete and will result in no recovery to Affected Creditors.

## 11. RECOMMENDATIONS

The Proposal offers the Affected Creditors a recovery of an estimated \$58,000 that they would not otherwise receive if the assets were sold under the AT. Therefore, the Proposal Trustee recommends acceptance of this Proposal.



**The Bowra Group Inc.**  
Trustee under the Proposal of  
Newgen Harrison Development Inc.

**APPENDIX A**

**NEWGEN HARRISON DEVELOPMENT INC.  
DRAFT ESTIMATED PROPOSAL DIVIDEND**



**Newgen Harrison Development Inc.**

**Estimated Dividend List**

<b>Affected Creditor</b>	<b>Debt amount</b>	<b>Dividend amount based on value of claim per section 2.7 of the proposal</b>	<b>5% levy</b>	<b>Net dividend</b>
0740125 BC Ltd	\$526,218.17	\$2,631.09	\$131.55	\$2,499.54
Albert Ahn	\$500,000.00	\$2,500.00	\$125.00	\$2,375.00
BC Hydro	\$627.74	\$621.46	\$31.07	\$590.39
BCS3613	\$3,222.00	\$1,996.00	\$99.80	\$1,896.20
Corix Water Systems Inc.	\$136,596.72	\$1,996.00	\$99.80	\$1,896.20
Corix Utilities	\$10,005.45	\$1,996.00	\$99.80	\$1,896.20
CRA - GST	\$1.00	\$0.99	\$0.05	\$0.94
Doo Chan Seo	\$253,821.69	\$1,996.00	\$99.80	\$1,896.20
Drysdale Bacon McStravick	\$38,640.36	\$1,996.00	\$99.80	\$1,896.20
East Gordon Developments Ltd.	\$1,500,000.00	\$7,500.00	\$375.00	\$7,125.00
Gowling Lafleur Henderson LLP	\$2,813.22	\$1,996.00	\$99.80	\$1,896.20
Grant Thornton	\$6,109.98	\$1,996.00	\$99.80	\$1,896.20
Hyoung Chin Yang	\$146,872.53	\$1,996.00	\$99.80	\$1,896.20
Hyun Ho Kim	\$200,838.09	\$1,996.00	\$99.80	\$1,896.20
In Sik Shin	\$195,953.74	\$1,996.00	\$99.80	\$1,896.20
Intersoft Technologies Ltd.	\$420.09	\$415.89	\$20.79	\$395.09
Joy Kim	\$918,750.00	\$4,593.75	\$229.69	\$4,364.06
Koguryu Development Ltd.	\$144,267.99	\$1,996.00	\$99.80	\$1,896.20
Kyo Joong Yoon	\$807,394.41	\$4,036.97	\$201.85	\$3,835.12
Kyu Sung Kim	\$143,169.15	\$1,996.00	\$99.80	\$1,896.20
Moon Ja Yang	\$146,872.53	\$1,996.00	\$99.80	\$1,896.20
Namhee Kim	\$195,830.04	\$1,996.00	\$99.80	\$1,896.20
Omega & Associates	\$8,524.84	\$1,996.00	\$99.80	\$1,896.20
Opera Landscaping	\$1,512.00	\$1,512.00	\$75.60	\$1,436.40
Rally Communications Inc.	\$78,007.14	\$1,996.00	\$99.80	\$1,896.20
Shaw	\$407.43	\$403.36	\$20.17	\$383.19
Telus	\$204.31	\$202.27	\$10.11	\$192.15
Woojin Park	\$307,521.71	\$1,996.00	\$99.80	\$1,896.20
	<b>\$6,274,602.33</b>	<b>\$58,349.78</b>	<b>\$2,917.49</b>	<b>\$55,432.29</b>

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

**IN THE MATTER OF  
THE PROPOSAL OF  
NEWGEN HARRISON DEVELOPMENT INC.**

**PROPOSAL**

**ARTICLE 1**

**INTERPRETATION**

**1.1 Definitions**

For the purposes of this Proposal, the following terms shall have the following meanings:

- (a) **“Affected Claims”** means the class of Claims grouped together for the purposes of considering and voting on this Proposal in accordance with the provisions of this Proposal and receiving distributions hereunder;
- (b) **“Affected Creditor”** means any creditor who has an Affected Claim;
- (c) **“Affected Creditor Class”** means the class of the Affected Creditors;
- (d) **“Affected Creditors Fund”** means the amount sufficient to make all distributions to Affected Creditors as contemplated by this Proposal, to be paid by the Sponsor for purposes of funding the Proposal Trustee at the Implementation Date and to be distributed by the Proposal Trustee to the Affected Creditors in accordance with the Proposal, after the granting of the Approval Order;
- (e) **“Annulment Date”** means the first Business Day after the Distribution Certificate Date;
- (f) **“Approval Order”** means an Order of the Court, in form and substance satisfactory to the Debtor and the Sponsor, approving this Proposal;
- (g) **“Base Payment”** has the meaning described in Section 2.7;
- (h) **“BIA”** means the *Bankruptcy and Insolvency Act* (Canada), as amended;

- (i) **"BIA Certificate"** means the certificate to be given by the Proposal Trustee to the Debtor and the Official Receiver stating that the Proposal is fully performed, as contemplated under section 65.3 of the BIA;
- (j) **"BIA Proceeding"** means the proceeding in the Bankruptcy Registry of the Court, Court File No. B14893;
- (k) **"Business Day"** means any day other than a Saturday, a Sunday, or a statutory holiday in the Province of British Columbia;
- (l) **"Chair"** means the chair of the Creditors' Meeting as designated by the Proposal Trustee;
- (m) **"Claim"** means any right or claim of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind whatsoever of the Debtor owed to such Person and any interest accrued thereon or costs, fees or other amounts in respect thereof, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any claim arising from or caused by the repudiation by the Debtor of any contract, lease or other agreement, whether written or oral, the commission of a tort (intentional or unintentional), any breach of duty (legal, statutory, equitable, fiduciary or otherwise), any right of ownership or title to property, employment, contract, a trust or deemed trust, howsoever created, any claim made or asserted against the Debtor through any affiliate, or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any grievance, matter, action, cause or chose in action, whether existing at present or commenced in the future, in each case based in whole or in part on facts which existed on the Filing Date or which would have been, or together with any other claims of any kind that, if unsecured, would constitute, a debt provable in bankruptcy within the meaning of the BIA had the Debtor become bankrupt on the Filing Date. For greater certainty, Claim shall include a Restructuring Claim and the First Priority Mortgagee's Unsecured Claim;
- (n) **"Court"** means the Supreme Court of British Columbia;
- (o) **"Court Approval Date"** means the date on which the Court issues the Approval Order;
- (p) **"Creditors' Meeting"** means the meeting of Affected Creditors holding Voting Claims for the purposes of, among other things, considering and, if deemed appropriate, passing the Resolution and includes any adjournment, postponement or other rescheduling of such meeting;
- (q) **"Creditors' Meeting Date"** means the date fixed for the Creditors' Meeting subject to any adjournment or postponement or further Order;

- (r) **“Crown Claims”** means Claims of Her Majesty the Queen in right of Canada or Province or Territory of Canada, for all amounts that were outstanding at the Filing Date and are of a kind that could be subject to demand under:
- (i) subsection 224(1.2) of the *Income Tax Act* (Canada);
  - (ii) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* (Canada) that refers to subsection 224(1.2) of the *Income Tax Act* (Canada) and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee’s premium, or employer’s premium as defined in the *Employment Insurance Act* (Canada), and of any related interest, penalties or other amounts; or
  - (iii) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act* (Canada), or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum
    - (A) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act* (Canada), or
    - (B) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a “province providing a compressive pension plan” as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a “provincial pension plan” as defined in that subsection;
- (s) **“Debtor”** means Newgen Harrison Development Inc., a British Columbia company;
- (t) **“Disputed Claim”** means any Claim which has been received by the Proposal Trustee in accordance with the terms of this Proposal and the BIA but has not been accepted as proven or which is being disputed in whole or in part by the Proposal Trustee or any other Person entitled to do so and has not been resolved by agreement or by further Order of the Court;
- (u) **“Disputed Claim Reserve”** means the reserve to be established and maintained under this Proposal by the Proposal Trustee by holding, on account of Disputed Claims, an amount from the Affected Creditors Fund equal to the amount that the holders of Disputed Claims would be entitled to receive if all such Disputed Claims had been Proven Claims for their entire amount on the Distribution Date;
- (v) **“Disputed Creditor”** means a Person holding a Disputed Claim to the extent of their Disputed Claim;

- (w) **“Distribution Certificate”** means a certificate signed by the Proposal Trustee certifying that the Affected Creditors Fund and the Disputed Claims Reserve (if any) have been fully distributed in accordance with the terms of this Proposal;
- (x) **“Distribution Certificate Date”** means the date of the Distribution Certificate;
- (y) **“Distribution Date”** means the date which is one Business Day after the Implementation Date, or such later date as may be determined by the Proposal Trustee, in its sole discretion;
- (z) **“Employee Claims”** means those payments to employees or former employees, immediately after approval of this Proposal by the Court of amounts equal to the amounts that they would be qualified to receive under paragraph s.136(1)(d) BIA if the employer became bankrupt on the Filing Date;
- (aa) **“Excluded Claims”** has the meaning ascribed to such term in Section 2.6;
- (bb) **“Filing Date”** means June 9, 2014, the date on which the Debtor filed an Assignment in Bankruptcy with the Official Receiver, in accordance with the BIA;
- (cc) **“Filing Date Exchange Rate”** means the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Filing Date being, for U.S. dollars, US\$1.00 = Cdn\$1.0910
- (dd) **“First Priority Mortgagee”** means HSBC Bank Canada;
- (ee) **“First Priority Mortgagee’s Secured Claim”** means the Claim of the First Priority Mortgagee, being a secured claim valued at of \$5.08 million;
- (ff) **“First Priority Mortgagee’s Unsecured Claim”** means the Claim of the First Priority Mortgagee, being an unsecured claim in the approximate total amount of \$11 million;
- (gg) **“Governmental Entity”** means any: (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agent, commission, board, or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or, for the account of, any of the foregoing;
- (hh) **“Implementation Date”** means the first Business Day after this Proposal becomes effective and the conditions in Sections 8.4 and 8.5 are met, and is confirmed by a Certificate of Full Performance filed by the Proposal Trustee with the Court;
- (ii) **“Implementation Time”** means 5:00 p.m. on the Implementation Date;

- (jj) **“Inspector”** means the persons(s) appointed or elected as inspectors under and pursuant to the BIA in respect of the Debtor;
- (kk) **“Lands”** means those lands and premises described in Schedule 1.1(kk);
- (ll) **“Laws”** means all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions of any grant of approval, permission, authority, permit or license of any court, Governmental Entity, statutory body or self-regulatory authority, and the term “applicable” with respect to such Laws and in any context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;
- (mm) **“Levy”** means the levy imposed by the Superintendent of Bankruptcy under the BIA;
- (nn) **“Lien”** means, with respect to any interest in property, any mortgage, lien, pledge, charge, security interest, easement or encumbrance of any kind whatsoever, under Canadian, or other applicable Law, affecting such interest in property;
- (oo) **“Material Disputed Claim”** has the meaning ascribed to such term in Section 4.5;
- (pp) **“Official Receiver”** is the officer appointed pursuant to subsection 12(2) of the BIA in the City of Vancouver, British Columbia, to perform the duties and responsibilities more fully set out in the BIA;
- (qq) **“Order”** means any order of the Court;
- (rr) **“Permitted Liens”** means the Liens referred to in Schedule B hereto;
- (ss) **“Person”** means any person, including any individual, partnership, joint venture, venture capital fund, association, corporation, limited liability company, limited liability partnership, unlimited liability company, trust, trustee, executor, administrator, legal personal representative, estate, group, unincorporated association or organization, Governmental Entity, syndicate, the Proposal Trustee, or other entity, whether or not having legal status;
- (tt) **“Preferred Claim”** means a claim enumerated in subsection 136(1) of the BIA and entitled to payment in full in priority to the Claims of other Affected Creditors;
- (uu) **“Proof of Claim”** means the proof of claim to be submitted to the Proposal Trustee by an Affected Creditor in accordance with the provisions of the BIA;
- (vv) **“Proposal”** means this Proposal, as varied, amended, modified or supplemented in accordance with the provisions hereof and the BIA;

- (ww) **"Proposal Trustee"** means The Bowra Group Inc., or its duly appointed successor;
- (xx) **"Proven Claim"** means, in respect of an Affected Creditor, the amount or any portion of the amount of the Affected Claim of such Affected Creditor as agreed by the Debtor or as finally determined for distribution purposes in accordance with the provisions of this Proposal and the BIA;
- (yy) **"Released Claims"** has the meaning ascribed to such term in Section 6.3(b);
- (zz) **"Released Parties"** has the meaning ascribed to such term in Section 6.3(b);
- (aaa) **"Required Majority"** means the affirmative vote of a majority in number of the Affected Creditors of the Affected Creditor Class having Voting Claims and voting on the Resolution (in person or by proxy) at the Creditors' Meeting, and representing not less than 66⅔% in value of the Voting Claims of the Affected Creditor Class voting on the Resolution (in person or by proxy) at the Creditors' Meeting;
- (bbb) **"Resolution"** means the resolution of the Affected Creditor Class providing for the approval of this Proposal by the Affected Creditors comprising such Affected Creditor Class;
- (ccc) **"Restructuring Claim"** means any right or Claim of any Person against the Debtor arising as a result of or in connection with the repudiation, breach, termination or restructuring by the Debtor after the Filing Date of any contract, purchase order, agreement, lease, employment or other obligation of any kind whatsoever;
- (ddd) **"Shareholder"** means Newgen Real Estate Development Inc.;
- (eee) **"Sponsor"** means 1021051 B.C. Ltd.;
- (fff) **"Taxes"** means any and all taxes, duties, fees, pending assessments, reassessments and other governmental charges, duties, impositions and liabilities of any kind whatsoever (including any Claims by Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any Province or Territory of Canada, the Canada Revenue Agency and any similar revenue or taxing authority, including any municipality, of any Province or Territory of Canada), including all interest, penalties, fines and additions with respect to such amounts;
- (ggg) **"Unaffected Creditor"** means any creditor that holds an Excluded Claim, in respect of and to the extent of such Excluded Claim;
- (hhh) **"Voting Claim"** means, in respect of an Affected Creditor, the Canadian dollar amount of the Affected Claim of that Affected Creditor accepted by the Proposal Trustee for purposes of voting at the Creditors' Meeting in respect of this Proposal;

- (iii) **“Voting Record Date”** means the date and time by which a Resolution is determined by voting in accordance with Section 4.5.

## **1.2 Interpretation, etc.**

For purposes of this Proposal:

- (a) any reference in this Proposal to a contract, instrument, release, order, agreement or other document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;
- (b) any reference in this Proposal to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be modified, amended, varied or supplemented;
- (c) all references to (i) currency and to “\$” or “Cdn\$” are to Canadian dollars and (ii) to “US\$” are to United States dollars, except as otherwise indicated;
- (d) all references in this Proposal to Articles, Sections, Paragraphs and Schedules are references to Articles, Sections, Paragraphs and Schedules of or to this Proposal;
- (e) unless otherwise specified, the words “hereof”, “herein”, “hereunder”, and “hereto” refer to this Proposal in its entirety rather than to any particular portion of this Proposal;
- (f) the division of this Proposal into Articles, Sections, Paragraphs and Schedules and the insertion of captions and headings to Articles, Sections, Paragraphs and Schedules are for convenience of reference only and are not intended to affect the interpretation of, or to be part of, this Proposal;
- (g) where the context requires, a word or words importing the singular shall include the plural and vice versa and a word or words importing one gender shall include all genders;
- (h) the deeming provisions are not rebuttable and are conclusive and irrevocable;
- (i) the words “includes” and “including” are not limiting; and
- (j) the word “or” is not exclusive.

## **1.3 Date for any Action**

In the event that any date on which any action is required to be taken under this Proposal by any of the parties is not a Business Day, that action shall be required to be taken on the next succeeding day that is a Business Day.



#### **1.4 Time**

All times expressed in this Proposal are prevailing local time in Vancouver, British Columbia, Canada, unless otherwise stipulated.

#### **1.5 Statutory References**

Unless otherwise specified, any reference in this Proposal to a statute includes all regulations made thereunder and all applicable amendments to such statute or regulations in force, from time to time, or any statute or regulations that supplement or supersede such statute or regulations.

### **ARTICLE 2**

### **PROPOSAL**

#### **2.1 Purpose of this Proposal**

This Proposal is filed by the Debtor, in order to facilitate the restructuring of the Debtor. The restructuring of the Debtor pursuant to this Proposal, if successful, will involve the payment or compromise of all Claims against the Debtor, other than the First Priority Mortgagee's Secured Claim.

The purpose of this Proposal is to:

- (a) permit the Sponsor to indirectly acquire the Lands by purchasing the shares of the Debtor; and
- (b) fund a settlement with the Debtor's Affected Creditors, that will exceed any amounts, if any, that they would recover in the event of a bankruptcy.

#### **2.2 Overview of Proposal**

The Proposal provides for a payment to each Affected Creditor with a Proven Claim, as outlined in Section 2.7 of the Proposal, and such payments are to be distributed by the Proposal Trustee pursuant to the terms and conditions of this Proposal. Distributions are only to be made by the Proposal Trustee after the Implementation Date and on the Distribution Date (except as provided otherwise in this Proposal in respect of Disputed Claims).

At the Creditor's Meeting, the Affected Creditors with Voting Claims will vote whether to approve or not to approve, the Proposal.

If the Affected Creditors vote to approve the Proposal, and the Approval Order is made by the Supreme Court of British Columbia, then the Sponsor will arrange to fund the Proposal Trustee on the Implementation Date those monies required to fund the Affected Creditors Fund, plus the amount referred to in section 2.7(b) of this Proposal, which will thereafter be distributed by the Proposal Trustee to the Affected Creditors on the Distribution Date (except as provided otherwise in this Proposal in respect of Disputed Claims).

The Sponsor will only fund the Affected Creditors Fund when all conditions of the Proposal have been satisfied which include, among other things, creditor approval of the Proposal by the Required Majority, Court approval of the Proposal by way of Approval Order and other conditions as defined in Section 8.4 of this Proposal.

Upon distribution of the applicable payments to the Affected Creditors from the Affected Creditors Fund and the Disputed Claims Reserve, the Proposal will be completed, all obligations under the Proposal will be satisfied, and at that time, all Claims against the Debtor, other than the First Priority Mortgagee's Secured Claim, will have been fully and finally compromised and extinguished in the manner provided by this Proposal.

### **2.3 Background to the Proposal**

As described in further detail below, the Debtor is in the business of real estate development, and is insolvent. Without the participation of the Sponsor and without this Proposal, the Affected Creditors would not receive any recovery.

The Lands are the only material asset of the Debtor.

The Debtor entered into a \$9,584,218 construction loan credit facility with the First Priority Mortgagee, as increased by letter agreement dated September 6, 2007 to \$10,905,668 and further amended by letter agreement dated January 28, 2008. The First Priority Mortgagee has a first priority mortgage and assignment of rents registered against the Lands. The Debtor has defaulted in repayment of the credit facility. The total amount owing to the First Priority Mortgagee under the credit facility is approximately \$11 million.

The First Priority Mortgagee appointed the Proposal Trustee in its capacity a receiver as Receiver of the assets, properties and undertaking of the Debtor in an action in the Vancouver Registry of the Supreme Court of British Columbia under Action No. B14893.

The Lands, which secure the amounts owing to the First Priority Mortgagee are worth substantially less than the amount owed to the First Priority Mortgagee. Accordingly, if the First Priority Mortgagee realizes on its security, there will be no funds available for the Affected Creditors.

The Sponsor and the First Priority Mortgagee agreed that following the Annulment Date the Sponsor will indirectly acquire the Lands by purchasing the shares of the Debtor provided that the Sponsor pays an aggregate amount of \$5.08 million to the First Priority Mortgagee by way of a compromise payment on, and full satisfaction of, the First Priority Mortgagee's Secured Claim.

The Sponsor and the Shareholder agreed that following the Annulment Date the Sponsor will indirectly acquire the Lands by purchasing the shares of the Debtor for a total of \$50,000.00.

### **2.4 Persons Affected**

This Proposal provides for a restructuring and compromise or assignment of Affected Claims against the Debtor. Each Affected Claim against the Debtor will be fully and finally compromised and extinguished in the manner and the sequence as set forth in this Proposal.

This Proposal shall be binding on and enure to the benefit of the Debtor, the Affected Creditors, the Released Parties, any trustee, agent or other Person acting on behalf of any Affected Creditor and such other Persons who have received the benefit of, or are bound by, any compromises, waivers or releases hereunder.

## **2.5 Classes of Creditors**

For the purposes of voting on and receiving distributions pursuant to this Proposal, there shall be one class of creditors consisting solely of the Affected Creditor Class.

## **2.6 Excluded Claims**

This Proposal shall not compromise, release or otherwise affect the following Claims and rights that arise in respect thereof (each, an "Excluded Claim"):

- (a) the First Priority Mortgagee's Secured Claim;
- (b) Crown Claims;
- (c) any Claim by the Proposal Trustee, counsel for the Proposal Trustee or counsel to the Debtor for fees and disbursements;
- (d) Claims against directors and/or officers of the Debtor that: (a) relate to contractual rights of one or more creditors arising from contracts with one or more directors; or (b) are based on allegations of misrepresentation made by directors to creditors or of wrongful or oppressive conduct by directors; or
- (e) Employee Claims.

Creditors with Excluded Claims will not be entitled to vote the amounts of their Excluded Claims at the Creditors' Meeting or receive any distributions pursuant to this Proposal in respect of the portions of their Claims that are Excluded Claims.

Nothing in this Proposal shall affect the defences, both legal and equitable, of the Debtor with respect to any Excluded Claim, including any rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Excluded Claim.

## **2.7 Treatment of the Affected Claims**

The obligations of the Debtor in respect of Affected Claims shall be settled and compromised as set forth in this Proposal. Following payment in full of all Preferred Claims in accordance with the provisions of the BIA from the Affected Creditor Fund each Affected Creditor with a Proven Claim shall be entitled to receive the following:

Affected Creditors having Proven Claims will receive the amount determined as follows:

- (a) all Affected Creditors with Proven Claims in the aggregate amount of which is equal to or less than \$2,000 shall be deemed to have elected to

receive a cash distribution equal to 99% of the aggregate of their Proven Claims and to have cast their Voting Claims in favour of approval of the Proposal; and

- (b) each Affected Creditor with Proven Claims the aggregate amount of which is greater than \$,2000:
  - (i) may at its option elect to reduce the amount of its Proven Claims to the sum of \$2,000, and in such case such Affected Creditor shall be deemed to have elected to receive a cash distribution equal to \$1,996 (being approximately 99% of \$2,000) and to have cast its Voting Claim in favour of approval of the Proposal; and
  - (ii) if such Affected Creditor does not make the election referenced in Section 2.7(b)(i), then such Affected Creditor shall in respect of its Proven Claims receive a cash distribution in an amount equal to 0.5% of its Proven Claim.

Distributions to Affected Creditors under this Proposal are subject to the Levy in accordance with the BIA and regulations thereto, and accordingly, such distributions will be made net of the amount of the Levy.

## **2.8 No Distribution to First Priority Mortgagee**

The First Priority Mortgagee shall not be entitled to receive any distributions under this Proposal in respect of the First Priority Mortgagees' Unsecured Claim.

## **2.9 Distribution Certificate**

After the Distribution of the Affected Creditors Fund and the Disputed Claim Reserve as contemplated in this Proposal, the Proposal Trustee will provide the Debtor and the Sponsor with the Distribution Certificate.

# **ARTICLE 3**

## **TREATMENT OF UNAFFECTED CREDITORS**

### **3.1 Required Payments**

In addition to the payments to be made by the Proposal Trustee out of the Affected Creditor Fund set out in Section 2.7, on the Distribution Date the Proposal Trustee on behalf of the Debtor shall pay or make provision to pay the following (as applicable):

- (a) payment of all Crown Claims, within 6 months of the date the Approval Order is issued;
- (b) payment of any outstanding Employee Claims that have not been paid by the Proposal Trustee out of the Affected Creditor Fund;

- (c) payment of the fees and disbursements of counsel to the Debtor; and
- (d) payment of the fees and disbursements of the Proposal Trustee, including legal costs.

#### ARTICLE 4

### VALUATION OF AFFECTED CLAIMS, THE CREDITORS' MEETING AND RELATED MATTERS

#### 4.1 Conversion of Affected Claims into Canadian Currency

For purposes of determining the value of Affected Claims denominated in currencies other than Canadian dollars for voting and distribution purposes:

- (a) any Affected Claim, other than a Restructuring Claim, shall be converted by the Proposal Trustee to Canadian dollars at the Filing Date Exchange Rate; and
- (b) any Restructuring Claim shall be converted by the Proposal Trustee to Canadian dollars at the Bank of Canada noon spot rate of exchange for converting the relevant currency to Canadian dollars on the date of the notice giving rise to such Restructuring Claim.

#### 4.2 Affected Claims

Affected Creditors shall be entitled to prove their respective Affected Claims, vote their Voting Claims in respect of this Proposal and, if their Claims become Proven Claims, then subject to the receipt of the Affected Creditors Fund by the Proposal Trustee and satisfaction of the conditions of this Proposal, receive the distributions provided for pursuant to this Proposal.

#### 4.3 Creditor's Meeting

The Creditors' Meeting held in respect of the Affected Creditor Class shall be held in accordance with this Proposal for the purposes of, among other things, considering and voting on the Resolution or any other matters to be considered at the Creditors' Meeting.

#### 4.4 Approval by the Affected Creditor Class

The Debtor will seek approval of this Proposal by the affirmative vote of the Required Majority of the Affected Creditors Class with Voting Claims. The Resolution to be voted on at any Creditors' Meeting in respect of this Proposal will be decided by the Required Majority on a vote by ballot, and any other matter submitted for a vote at the Creditors' Meeting shall be decided by a majority of votes cast on a vote by a show of hands, unless the Chair decides, in the Chair's sole and absolute discretion, to hold such vote by way of written ballot.

#### **4.5 Affected Claims for Voting Purposes**

Each Affected Creditor with one or more Voting Claims shall be entitled to one (1) vote in the Affected Creditor Class and the weight attributed to such vote (for the purposes of determining the Required Majority) shall be equal to the aggregate Canadian dollar value of such Affected Creditor's Voting Claim (if necessary, converted into Canadian dollars in accordance with Section 4.1).

If the amount of the Affected Claim of any Affected Creditor is not resolved for voting purposes on the Voting Record Date, such Affected Creditor shall be entitled to vote at the Creditors' Meeting based on that portion of its Affected Claim which has been accepted for voting purposes by the Proposal Trustee, without prejudice to the rights of the Debtor, or the Affected Creditor, with respect to the final determination of the Affected Creditor's Proven Claim for distribution purposes in accordance with the terms of this Proposal.

Disputed Creditors holding Disputed Claims at the time of the Creditors' Meeting shall have their voting intentions with respect to such Disputed Claim recorded by the Proposal Trustee.

In the event that the outcome of the vote at the Creditors' Meeting is determined by the vote of a Person(s) holding a Disputed Claim(s) (each, a "**Material Disputed Claim**"), the Proposal Trustee shall apply to the Court at the earliest possible opportunity for a summary determination as to the quantum and validity of the Disputed Claim(s), or shall compromise such Disputed Claim(s) with the consent of the Sponsor, as may be appropriate.

Until such time as the validity and quantum of each Material Disputed Claim is determined in accordance with the process set forth in the BIA, including by way of agreement among the Debtor, the Sponsor and the Person holding the Material Disputed Claim, or determination by the Court, any application for the Approval Order will be deferred until the dispute has been resolved.

No Affected Creditor shall be entitled to bifurcate or sub-divide an Affected Claim for purposes of voting or distribution.

If an Affected Creditor assigns part, but not all, of an Affected Claim, then only the Affected Creditor shall be entitled to vote in the Affected Creditor Class at the Creditors' Meeting (in person or by proxy) and the value of such vote shall be the unassigned portion of such Affected Creditor's Voting Claim. In such case, the assignee of such Affected Creditor's Claim shall not be entitled to vote the assigned portion of such Claim at the Creditors' Meeting.

#### **4.6 Adjournment**

If the Creditors' Meeting is adjourned or postponed by the Chair, in the Chair's sole and absolute discretion, or because a quorum (as required under the BIA) is not obtained, the Creditors' Meeting will be adjourned, postponed or otherwise rescheduled by the Proposal Trustee to such date, time and place as may be decided by the Chair, in the Chair's sole and absolute discretion and upon such notice as the Chair deems appropriate.

#### **4.7 Voting of Proxies**

Any Affected Creditor's proxy will be voted on any ballot in accordance with the Affected Creditor's instruction to vote for or against the approval of the Resolution and any other matters before the Creditors' Meeting. In the absence of such instruction, the proxy will be voted for the approval of the Resolution.

Forms of proxy may confer discretionary authority on the individuals designated therein with respect to amendments or variations of matters identified in the notice of the Creditors' Meeting and other matters that may properly come before the Creditors' Meeting.

All matters related to the solicitation of votes for the Creditors' Meeting, the mailing of materials to Affected Creditors and the voting procedure and tabulation of votes cast at the Creditors' Meeting shall be as set forth in the BIA.

#### **4.8 Inspectors**

At the Creditor's Meeting, the Affected Creditors may appoint from one to five (5) Inspectors under this Proposal, whose powers shall be restricted to advising the Proposal Trustee in respect of such matters as the Proposal Trustee may consider appropriate from time to time, and considering and approving any amendments to this Proposal which have been agreed and consented to by the Proposal Trustee and the Sponsor.

Provided that all acts done by the Inspectors are done in good faith, the Inspectors shall not be liable to the Affected Creditors for any actions taken by the Inspectors.

### **ARTICLE 5**

#### **DISTRIBUTIONS IN RESPECT OF DISPUTED CLAIMS**

##### **5.1 No Distribution Pending Determination**

Notwithstanding any other provision of this Proposal, no distributions shall be made with respect to a Disputed Claim unless and until it has become a Proven Claim. At all times, Disputed Claims shall be dealt with in accordance with the BIA.

##### **5.2 Disputed Claim Reserve and Distribution Therefrom**

On the Distribution Date, the Proposal Trustee shall establish the Disputed Claim Reserve by holding on account of the Disputed Claims the full amount that the Disputed Creditors would be entitled to receive in accordance with Section 2.7 if all such Disputed Claims had been Proven Claims.

Once a resolution has been reached in respect of a Disputed Claim, the Proposal Trustee shall pay that portion of the Disputed Claim admitted as a Proven Claim. Once the Disputed Claims are extinguished, any remaining funds in the Disputed Claim Reserve shall be returned to the Sponsor.

## ARTICLE 6

### TERMS OF THE COMPROMISE AND ARRANGEMENT

#### 6.1 Proposal Implementation

Each of the following transactions contemplated by and provided for under this Proposal will be consummated and effected, and shall for all purposes be deemed to occur, in the manner, the sequence and at the times set forth below (and all of the documents and agreements necessary to implement all such transactions must be in place and be final and irrevocable prior to the Implementation Date, to be held in escrow until their release without any further act or formality, except as provided in the Approval Order):

- (a) **Funding.** On the Implementation Date, the Debtor shall pay an amount equal to the following to the Proposal Trustee (as funded by the Sponsor), to be held by the Proposal Trustee in trust: (i) the Affected Creditors Fund; and (ii) without duplication, such other amounts determined as payable pursuant to Section 3.1(a) through (d) inclusive of the Proposal;
- (b) **Distributions to Affected Creditors.** On the Distribution Date, the Proposal Trustee will distribute the Affected Creditors Fund, less the Disputed Claims Reserve, to the Affected Creditors in accordance with the terms of this Proposal. When Disputed Claims are resolved, the Proposal Trustee will distribute the appropriate amount from the Disputed Claims Reserve to the Affected Creditors in respect of the resolved Disputed Claims in accordance with the terms of the Proposal;
- (c) **Compromise of Debt.** All amounts owing by the Debtor in connection with all Claims, other than (i) the First Priority Mortgagee's Secured Claim, (ii) those amounts payable on the Distribution Date to Affected Creditors under this Proposal in respect of the Affected Claims, (iii) those required payments referred to in Section 3.1, and (iv) the deduction of the Levy from the foregoing, as applicable, and the payment thereof, will be settled, compromised and released upon Court Approval of this Proposal, and the amounts referred to in clauses (i) to (iv) will be settled and released upon the payment thereof by the Proposal Trustee as contemplated in this Proposal;
- (d) **Emergence from Bankruptcy.** The bankruptcy of the Debtor will be annulled as of, and with effect on, but not before, the Annulment Date.

#### 6.2 Corporate Actions

As of the Implementation Date, all corporate actions contemplated by this Proposal shall be deemed to have been authorized and approved in all respects (subject to the provisions of this Proposal). All matters provided for in this Proposal shall be deemed to have timely occurred in the order and at the times provided for in Section 6.1 of this Proposal, in accordance with applicable Law, and shall be effective, without any requirement of further action by any creditors, security holders, shareholders, directors, officers or managers of the Debtor. On the



Implementation Date, the Proposal Trustee shall be authorized and directed to issue, execute and deliver the agreements, documents, securities and instruments contemplated by this Proposal in the name of and on behalf of the Debtor.

### 6.3 Proposal Releases

#### (a) Releases by the Debtor of Advisors

Concurrently with the granting of the Approval Order by the Court, and subject to the provisions of the BIA, the Debtor will be deemed to forever release, waive and discharge any and all demands, claims, actions, causes of action, counterclaims, suits, rights, obligations, debts, sums of money, accounts, covenants, damages, judgments, expenses, liabilities, executions, liens and other recoveries on account of any indebtedness, liability, obligation, demand or cause of action of whatever nature, including interest thereon and costs, fees or other amounts in respect thereof (collectively, the "**Obligations**") (other than the rights of the Debtor to enforce this Proposal and the contracts, instruments, and other agreements or documents delivered hereunder) whether reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, direct, indirect or derivative, then existing or hereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other circumstance or occurrence existing or taking place on or prior to the Implementation Time in any way relating to, arising out of or in connection with the business and affairs of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claims this Proposal, and the related BIA Proceeding that could be asserted by or on behalf of the Debtor against: (i) the agents, legal counsel, financial advisors and other professionals of the Debtor, in each case in their respective capacities as of the Implementation Time; (ii) the Proposal Trustee and its legal counsel; (iii) the Sponsor and its legal counsel; and (iv) where applicable, with respect to each of the above named Persons, such Person's present and former advisors, principals, employees, officers, directors, representatives, financial advisors, legal counsel, accountants, investment bankers, consultants, agents, predecessors, affiliates, subsidiaries, related companies, heirs, spouses, dependents, administrators and executors.

#### (b) Releases by Others

Concurrently with the granting of the Approval Order by the Court, (i) the Debtor, (ii) the Proposal Trustee, (iii) the Sponsor, and (iv) with respect to each of the above named Persons, such Person's present and former advisors, principals, employees, officers, directors, representatives, financial advisors, legal counsel, accountants, investment bankers, consultants, agents, predecessors, affiliates, subsidiaries, related companies, heirs, spouses, dependents, administrators and executors (collectively, the "**Released Parties**") will be released and discharged from any and all Obligations, whether reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, direct, indirect or derivative, then existing or hereafter arising, in law, equity or

otherwise, that any Person (including the Affected Creditors and the Debtor, and any Person who may claim contribution or indemnification against or from them) may be entitled to assert based in whole or in part on any act, omission, transaction, event or other circumstance or occurrence existing or taking place on or prior to the Implementation Time in any way relating to, arising out of or in connection with the business and affairs of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claims this Proposal and the related BIA Proceeding (collectively, the "**Released Claims**"), provided, however, that nothing herein will release or discharge: (A) any former directors and officers of the Debtor; (B) any Released Party if the Released Party is judged by the expressed terms of a judgment rendered on a final determination on the merits to have committed fraud or wilful misconduct or to have been grossly negligent; and (C) the First Priority Mortgagee's Secured Claim.

#### **6.4 Permanent Injunction**

Concurrently with the granting of the Approval Order by the Court, all Affected Creditors and other Persons shall be permanently and forever barred, estopped, stayed and enjoined with respect to the Released Claims from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any actions, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Released Parties; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Released Parties or their property; (iii) commencing, conducting or continuing in any manner, directly or indirectly, any actions, suits or demands, including, without limitation, by way of contribution or indemnity or other relief, in common law, or in equity, or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the Released Parties; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Lien or encumbrance of any kind; or (v) taking any actions to interfere with the implementation or consummation of this Proposal.

#### **6.5 Waiver of Defaults**

Concurrently with the granting of the Approval Order by the Court, all Persons shall be deemed to have waived any and all defaults of the Debtor then existing or previously committed by the Debtor or caused by the Debtor, directly or indirectly, or non-compliance with any covenant, positive or negative, pledge, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, credit document, purchase order, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and the Debtor arising from the filing by the Debtor under the BIA or the transactions contemplated by this Proposal, and any and all notices of default and demands for payment under any instrument, including any guarantee arising from such default, shall be deemed to have been rescinded.

## 6.6 Cancellation of Liens

Concurrently with the granting of the Approval Order by the Court, in consideration for the distributions to be made on the Distribution Date pursuant to this Proposal, all Liens, other than the Excluded Claims, shall be terminated, null and void and be of no effect.

## ARTICLE 7

### PROVISIONS GOVERNING DISTRIBUTIONS

#### 7.1 Proposal Time Table

The Debtor shall use all reasonable commercial efforts to fulfill each of the conditions precedent set forth in this Proposal, and to implement the Proposal in accordance with the following timetable. However, this table is subject to change, and if such change is inconsistent with the provisions of this Proposal, it will be made in accordance with Section 8.3.

<b>Event</b>	<b>Anticipated Date [actual date will vary]</b>	<b>Defined Date</b>
Creditors' Meeting	January 28, 2015	Creditors' Meeting Date
Court Application to obtain Approval Order from Court	February 16, 2015	Court Approval Date
Payment of the Affected Creditors Fund from the Sponsor to the Proposal Trustee	February 26, 2015	Implementation Date
Distribution on account of Affected Claims that are Proven Claims	February 28, 2015	Distribution Date
Delivery of Distribution Certificate	February 28, 2015	Distribution Certificate Date
Annulment of Bankruptcy	February 28, 2015	Annulment Date

#### 7.2 Distributions for Affected Claims Allowed at the Distribution Date

Except as otherwise provided herein or as ordered by the Court, distributions to be made on account of Affected Claims that are Proven Claims shall be made on the Distribution Date. Distributions on account of Affected Claims that are determined to be Proven Claims after the Distribution Date shall be made in accordance with Section 5.2.

### **7.3 Assignment of Affected Claims**

For purposes of determining entitlement to receive any distribution pursuant to this Proposal, the Debtor, the Sponsor and the Proposal Trustee, and each of their respective agents, successors and assigns, shall have no obligation to recognize any transfer or assignment of any Affected Claim unless notice of the transfer or assignment from either the transferor, assignor, transferee or assignee, together with evidence showing ownership, in whole or in part, of such Affected Claim and that such transfer or assignment is valid at Law, is received by the Proposal Trustee at least five (5) Business Days prior to the Distribution Date.

### **7.4 Interest on Affected Claims**

Interest shall not accrue or be paid on any Affected Claim after or in respect of the period following the Filing Date.

To the extent that any Proven Claim to which a distribution under this Proposal consists of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable Law, be allocated to the principal amount of the Proven Claim first and then, to the extent that the consideration exceeds the principal amount of the Proven Claim, to the portion of such Proven Claim representing accrued but unpaid interest.

### **7.5 Delivery of Distributions**

#### **(a) Proven Claims**

Subject to Section 7.3, distributions in respect of Proven Claims shall be made by the Proposal Trustee, as applicable, at (i) the addresses set forth on the Proofs of Claim filed by such Affected Creditors; or (ii) the addresses set forth in any written notice of address change delivered to the Proposal Trustee after the date of any related Proof of Claim.

#### **(b) Undeliverable Distributions**

If any distribution in respect of a Proven Claim is returned as undeliverable, no further distributions to the Affected Creditor holding Proven Claim shall be made unless and until the Proposal Trustee is notified of the current address of the Affected Creditor holding that Proven Claim, at which time all missed distributions shall be made to such Affected Creditor without interest. Undeliverable distributions shall be retained by the Proposal Trustee, until such distributions are claimed. The Proposal Trustee shall make reasonable efforts to locate holders of Proven Claims for which distributions were undeliverable. Notwithstanding the foregoing, all claims for undeliverable distributions must be made on or before the date that is \_\_\_\_ days after the Distribution Date, after which date all unclaimed distributions shall revert to the Sponsor free of any restrictions or claims thereon and the Claim of any Person holding such Claim shall be discharged and forever barred.

## **7.6 Withholding Taxes**

In connection with this Proposal, all distributions made pursuant to this Proposal by the Proposal Trustee shall be made net of all applicable levies in accordance with the BIA and regulations thereto. Notwithstanding any other provision of this Proposal, each Affected Creditor with a Proven Claim that is to receive a distribution pursuant to this Proposal shall have sole and exclusive responsibility for the satisfaction and payment of any Taxes or Tax obligations imposed by any Governmental Entity (including income, withholding and other Tax obligations on account of such distribution). The Proposal Trustee shall be authorized but not required to take any and all actions as may be necessary or appropriate to comply with such withholding and reporting requirements. All amounts withheld on account of Taxes shall be treated for all purposes as having been paid to the Affected Creditor in respect of which such withholding was made, provided such withheld amounts are remitted to the appropriate Governmental Entity.

## **7.7 Guarantees and Similar Covenants**

No Person who has a Claim under any guarantee, surety, indemnity, solidary or joint and several obligations or otherwise in respect of any Claim that is settled, compromised, released or otherwise dealt with under this Proposal or who has any right in respect of, or to be subrogated to, the rights of any Person in respect of a Claim that is compromised under this Proposal shall be entitled to any greater rights than the Affected Creditor whose Claim is settled, compromised, released, or otherwise dealt with under this Proposal.

# **ARTICLE 8**

## **CONDITIONS**

### **8.1 Confirmation of Proposal**

Provided that this Proposal is approved by the Required Majority of the Affected Creditor Class:

- (a) the Debtor shall forthwith seek the Approval Order for the approval of this Proposal; and
- (b) subject to the Approval Order being made in form and substance acceptable to the Proposal Trustee and the Sponsor and the satisfaction of the conditions to the implementation of this Proposal set forth in Section 8.4, this Proposal shall be implemented by the Proposal Trustee and shall be binding upon each of the Debtor and all Persons referred to in this Proposal.

### **8.2 Paramountcy**

From and after the Implementation Date, any conflict between (i) this Proposal, and (ii) the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, purchase order, mortgage, security agreement, indenture, trust indenture, loan or other agreement, commitment letter, lease or other arrangement or undertaking, written or oral (including any and all amendments or supplements thereto) existing with, between or among one or more of the Affected Creditors and the Debtor as at the

Implementation Date will be deemed to be governed by the provisions of this Proposal and the Approval Order, which shall take precedence and priority. All Affected Creditors shall be deemed irrevocably for all purposes to consent to all transactions contemplated in and by this Proposal.

### **8.3 Modification of Proposal**

After the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Approval Order), the Sponsor and/or the Debtor, in consultation with the Proposal Trustee, may at any time and from time to time modify, amend, vary or supplement this Proposal, without the need for obtaining an Order of the Court or providing notice to the Affected Creditors if the Proposal Trustee determines that such modification, amendment, variation or supplement would not be materially prejudicial to the interests of the Affected Creditors under this Proposal or the Approval Order and is necessary in order to give effect to the substance of this Proposal or the Approval Order. The Proposal Trustee shall post on the Proposal Trustee's website, as soon as possible, any such modification, amendment, variation or supplement to this Proposal, with notice of such posting forthwith provided to all known Affected Creditors at the Filing Date.

### **8.4 Conditions Precedent to Implementation of the Proposal**

The implementation of this Proposal is subject to the following conditions precedent, which may be waived in writing as provided in Section 8.5:

- (a) the approval of this Proposal by the Required Majority shall have been obtained;
- (b) the Approval Order sanctioning this Proposal, in form and substance satisfactory to the Debtor, the Sponsor and the Proposal Trustee shall have been made and entered, and the operation and effect of the Approval Order shall not have been stayed, revised, modified, reversed or amended, and the Approval Order shall, among other things:
  - (i) declare that: (A) this Proposal has been approved by the Required Majority in conformity with the BIA; and (B) this Proposal and the transactions contemplated hereby are fair and reasonable, and in the best interests of the Debtor, the Affected Creditors and the other stakeholders of the Debtor (having considered, among other things, the composition of the vote, what creditors would receive in liquidation or sale as compared to this Proposal, alternatives to this Proposal or liquidation or sale, the treatment of shareholders and the public interest);
  - (ii) order that this Proposal (including the settlements, compromises, arrangements, reorganizations, corporate transactions and releases set out herein) is sanctioned and approved pursuant to the BIA and, as at the Implementation Date, will be effective and will enure to the benefit of and be binding upon the Debtor and all other Persons named or referred to in this Proposal or in the Approval Order, if any;

- (iii) authorize and direct the Proposal Trustee to issue, execute and deliver the agreements, documents, securities and instruments contemplated by this Proposal, in the name of and on behalf of the Debtor, in order to effect all corporate actions contemplated by this Proposal;
  - (iv) confirm the releases contemplated by Section 6.3;
  - (v) declare that all Liens in respect of the Lands and the other properties of the Debtor, other than Permitted Liens, be released and discharged and directing that all filings and registrations of all such Liens be released and discharged from the title to the Lands or the Personal Property Registry under the *Personal Property Security Act (British Columbia)* ("PPSA") upon the filing of a certified copy of the Approval Order in the requisite Land Title Office and with the Registrar under the PPSA;
  - (vi) enjoin the commencement or prosecution, whether directly, derivatively or otherwise, of any demands, claims, actions, causes of action, counterclaims, suits, or any indebtedness, liability, obligation or cause of action released and discharged pursuant to this Proposal; and
  - (vii) annul the bankruptcy of the Debtor as of, and with effect on, but not before, the Annulment Date;
- (c) all applicable appeal periods in respect of the Approval Order shall have expired and any appeals therefrom shall have been finally disposed of by the applicable appellate tribunal;
  - (d) all relevant Persons shall have executed, delivered and filed all documents and other instruments that, in the opinion of the Proposal Trustee and the Sponsor, each acting reasonably, are necessary to implement the provisions of this Proposal and the Approval Order; and
  - (e) no effective injunction, writ or preliminary restraining order or any order of any nature shall have been issued by a competent authority prohibiting this Proposal from being consummated as provided herein.

## 8.5 Waiver of Conditions

Each of the conditions set forth in Section 8.4 above may be waived in writing in whole or in part by the Sponsor upon written notice to the Proposal Trustee but without any other notice to parties in interest or the Court and without a hearing. The failure to satisfy or waive any condition prior to the Implementation Date may be asserted by the Sponsor regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtor). The failure of the Sponsor to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right that may be asserted at any time.

## 8.6 BIA Certificate

Upon the Sponsor having arranged for the Proposal Trustee to be funded in an amount equal to: (i) the Affected Creditors Fund; and (ii) amounts determined as payable pursuant to Section 3.1(a) through (c) inclusive as provided for under this Proposal, and the Proposal Trustee having received such amounts, the Debtor' obligations pursuant to this Proposal shall have been fulfilled and the Proposal Trustee shall file the BIA Certificate with the Court.

## 8.7 Notices

Any notices or communication to be made or given hereunder to the Debtor, the Sponsor and the Proposal Trustee shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by fax or e-mail addresses to the respective parties as follows:

(a) if to the Debtor:

4501 North Road, Unit 308  
Burnaby, BC  
Attention: Soon Kim  
Fax No.: (604) 415-9390  
Email: [soon@newgengroup.com](mailto:soon@newgengroup.com)

(b) if to the Sponsor:

Farris, Vaughan, Wills & Murphy LLP  
PO Box 10026, Pacific Centre South  
25th Floor, 700 W Georgia Street  
Vancouver, British Columbia  
V7Y 1B3

Attention: Mitchell Gropper  
Fax: 604-661-9349  
Email: [mgropper@farris.com](mailto:mgropper@farris.com)

(c) If to the Proposal Trustee:

The Bowra Group Inc.  
Suite 430 – One Bentall Centre  
505 Burrard Street  
PO Box 72  
Vancouver, British Columbia  
V7X 1M3

Attention: Mario Mainella  
Fax No.: (604) 689-8584  
Email: [MMainella@bowragroup.com](mailto:MMainella@bowragroup.com)



or to such other fax or e-mail as any party may from time to time notify the others in accordance with this Section 8.7. All such notices and communications shall be deemed to have been received, in the case of notice by fax or e-mail prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day. The unintentional failure by the Debtor or the Proposal Trustee to give any notice contemplated hereunder to any particular Affected Creditor shall not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

Any notices or communications to be made or given hereunder by the Proposal Trustee or the Debtor to an Affected Creditor may be sent by fax, e-mail, ordinary mail, registered mail or courier. An Affected Creditor shall be deemed to have received any document sent pursuant to this Proposal four (4) Business Days after the document is sent by ordinary or registered mail and on the Business Day immediately following the day on which the document is sent by courier, e-mail or fax transmission. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application.

Notices or communications may be mailed to an Affected Creditor as follows: (i) at the addresses set forth in the Proofs of Claim filed by such Affected Creditor; or (ii) to the address set forth in any written notice of address changes delivered to the Proposal Trustee.

#### **8.8 Severability of Proposal Provisions**

If, prior to the Implementation Date, any term or provision of this Proposal is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Proposal Trustee or the Sponsor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Proposal shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

#### **8.9 Non-consummation**

If this Proposal is not approved by the Requisite Majority, or if the Approval Order is not granted, then: (i) this Proposal shall be null and void in all respects, (ii) any Claim, any settlement, compromise or release embodied in this Proposal (including the fixing or limiting of any Claim to a certain amount), assumption or termination, repudiation of executory contracts or leases effected by this Proposal, and any document or agreement executed pursuant to this Proposal shall be deemed null and void, and (iii) nothing contained in this Proposal, and no act taken in preparation for consummation of Proposal, shall:

- (a) constitute or be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other Person;
- (b) prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor; or

- (c) constitute an admission of any sort by the Debtor or any other Person.

#### **8.10 Governing Law**

This Proposal shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any questions as to the interpretation or application of this Proposal and all proceedings taken in connection with this Proposal and its provisions shall be subject to the exclusive jurisdiction of the Court.

#### **8.11 Successors and Assigns**

This Proposal shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal representatives, successors (including by merger, amalgamation, consolidation, conversion or reorganization or following any winding-up, liquidation or dissolution) and permitted assigns of any Person named or referred to in this Proposal.

*The remainder of this page is intentionally left blank.*

DATED at the City of Vancouver, in the Province of British Columbia, this 26 day of January, 2015.

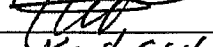
**PROPOSAL TRUSTEE**

**THE BOWRA GROUP INC.**, in its capacity as  
Proposal Trustee of Newgen Harrison Development  
Inc., and not in its personal capacity

By:   
Name: \_\_\_\_\_  
Title:

**SPONSOR**

**1021051 B.C. LTD.**, as Sponsor:

By:   
Name: *Kent Sillars*  
Title: *President*

Schedule 1.1(kk)

Lands

<i>Title No.</i>	<i>P.I.D.</i>	<i>Legal</i>
	027-202-780	Lot 1 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP32245 EXCEPT Part of Plans BCP42511, BCP42512, BCP42513 and EPP5730;
	027-202-828	Lot 4 Section 19 and 24 Township 3 Range 29 and 30 West of the Sixth Meridian New Westminster District Plan BCP32245 EXCEPT Plan BCP32246, Plan BCP42516, and Plan BCP42517
	027-202-798	Lot 2 Section 24 Township 3 Range 29 and 30 West of the Sixth Meridian New Westminster District Plan BCP32245 EXCEPT Part of Plan BCP42510
BB1110290	028-060-741	Lot 7 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42512
BB1110291	028-060-750	Lot 8 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42512
BB1110292	028-060-768	Lot 9 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42512
BB1110295	028-060-792	Strata Lot 3 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
BB1110296	028-060-806	Strata Lot 4 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
BB1110297	028-060-814	Strata Lot 5 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
BB1110298	028-060-822	Strata Lot 6 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
BB1110312	028-061-047	Lot 3 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517

<i>Title No.</i>	<i>P.I.D.</i>	<i>Legal</i>
BB1110313	028-061-055	Lot 4 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110314	028-061-063	Lot 5 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110315	028-061-071	Lot 6 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110316	028-061-080	Lot 7 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110299	028-060-831	Strata Lot 7 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
BB1110300	028-060-849	Strata Lot 8 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
BB1110317	028-061-098	Lot 8 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110497	028-060-857	Strata Lot 9 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
BB1110498	028-060-865	Strata Lot 10 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
BB1110499	028-060-873	Strata Lot 11 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
BB1110500	028-060-881	Strata Lot 12 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V
BB1110501	028-060-890	Strata Lot 13 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement

<i>Title No.</i>	<i>P.I.D.</i>	<i>Legal</i>
		of the strata lot as shown on Form V
BB1110318	028-061-101	Lot 9 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110319	028-061-110	Lot 10 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110321	028-061-136	Lot 12 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110327	028-061-195	Lot 18 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110328	028-061-209	Lot 19 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110330	028-061-225	Lot 21 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110332	028-061-241	Lot 23 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110337	028-061-292	Lot 28 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110338	028-061-306	Lot 29 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110339	028-061-314	Lot 30 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110340	028-061-322	Lot 31 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110341	028-061-331	Lot 32 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110342	028-061-349	Lot 33 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110343	028-061-357	Lot 34 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110344	028-061-365	Lot 35 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110346	028-061-381	Lot 37 Section 24 Township 3 Range 30 West of the Sixth Meridian

<i>Title No.</i>	<i>P.I.D.</i>	<i>Legal</i>
		New Westminster District Plan BCP42517
BB1110347	028-061-390	Lot 38 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110348	028-061-403	Lot 39 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110349	028-061-411	Lot 40 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110350	028-061-420	Lot 41 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110351	028-061-438	Lot 42 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110353	028-061-454	Lot 44 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110354	028-061-462	Lot 45 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517
BB1110355	028-061-471	Lot 46 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517

Schedule B

Permitted Liens

<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
027-202-780	Lot 1 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP32245 EXCEPT Part of Plans BCP42511, BCP42512, BCP42513 and EPP5730;	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Covenant BB1110394</li> </ul>
027-202-828	Lot 4 Section 19 and 24 Township 3 Range 29 and 30 West of the Sixth Meridian New Westminster District Plan BCP32245 EXCEPT Plan BCP32246, Plan BCP42516, and Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110380</li> <li>• Covenant BB1110394</li> <li>• Statutory Right of Way BB1110395</li> </ul>
027-202-798	Lot 2 Section 24 Township 3 Range 29 and 30 West of the Sixth Meridian New Westminster District Plan BCP32245 EXCEPT Part of Plan BCP42510	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Covenant BB1110394</li> </ul>
028-060-741	Lot 7 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42512	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110372</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-060-750	Lot 8 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42512	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Priority Agreement BB1110276</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110372</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> </ul>



<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-060-768	Lot 9 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42512	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110372</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> </ul>
028-060-792	Strata Lot 3 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110375</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110388</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-060-806	Strata Lot 4 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110375</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110388</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-060-814	Strata Lot 5 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110375</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110388</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>

<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-060-822	Strata Lot 6 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110375</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-047	Lot 3 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> </ul>
028-061-055	Lot 4 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-063	Lot 5 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>

<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-061-071	Lot 6 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-080	Lot 7 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-060-831	Strata Lot 7 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110375</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-060-849	Strata Lot 8 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110375</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>

<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-061-098	Lot 8 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-060-857	Strata Lot 9 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110375</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-060-865	Strata Lot 10 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110375</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-060-873	Strata Lot 11 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110375</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110388</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>

<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-060-881	Strata Lot 12 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110375</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110388</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-060-890	Strata Lot 13 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Strata Plan BCS3613 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V	<ul style="list-style-type: none"> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Covenant BB1110279</li> <li>• Statutory Right of Way BB1110375</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110388</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-101	Lot 9 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB116778</li> </ul>

<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-061-110	Lot 10 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"><li>• Covenant BB237668</li><li>• Covenant BB1110275</li><li>• Covenant BB1110277</li><li>• Statutory Right of Way BB1110378</li><li>• Covenant BB1110386</li><li>• Covenant BB1110390</li><li>• Covenant BB1110392</li><li>• Statutory Building Scheme BB116778</li></ul>
028-061-136	Lot 12 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"><li>• Covenant BB237668</li><li>• Covenant BB1110275</li><li>• Covenant BB1110277</li><li>• Statutory Right of Way BB1110378</li><li>• Covenant BB1110386</li><li>• Covenant BB1110390</li><li>• Covenant BB1110392</li><li>• Statutory Building Scheme BB116778</li></ul>
028-061-195	Lot 18 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"><li>• Covenant BB237668</li><li>• Covenant BB1110275</li><li>• Covenant BB1110277</li><li>• Covenant BB1110360</li><li>• Statutory Right of Way BB1110378</li><li>• Covenant BB1110386</li><li>• Covenant BB1110390</li><li>• Covenant BB1110392</li><li>• Statutory Building Scheme BB116778</li></ul>

<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-061-209	Lot 19 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"><li>• Covenant BB237668</li><li>• Covenant BB1110275</li><li>• Covenant BB1110277</li><li>• Covenant BB1110360</li><li>• Statutory Right of Way BB1110378</li><li>• Covenant BB1110386</li><li>• Covenant BB1110390</li><li>• Covenant BB1110392</li><li>• Statutory Building Scheme BB116778</li></ul>
028-061-225	Lot 21 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"><li>• Covenant BB237668</li><li>• Covenant BB1110275</li><li>• Covenant BB1110277</li><li>• Covenant BB1110360</li><li>• Statutory Right of Way BB1110378</li><li>• Covenant BB1110386</li><li>• Covenant BB1110390</li><li>• Covenant BB1110392</li><li>• Statutory Building Scheme BB116778</li></ul>
028-061-241	Lot 23 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"><li>• Covenant BB237668</li><li>• Covenant BB1110275</li><li>• Covenant BB1110277</li><li>• Covenant BB1110360</li><li>• Statutory Right of Way BB1110378</li><li>• Covenant BB1110386</li><li>• Covenant BB1110390</li><li>• Covenant BB1110392</li><li>• Statutory Building Scheme BB116778</li></ul>

<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-061-292	Lot 28 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-306	Lot 29 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-314	Lot 30 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-322	Lot 31 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>



<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-061-331	Lot 32 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Statutory Right of Way BB1110382</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-349	Lot 33 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Covenant BB1110392</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-357	Lot 34 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-365	Lot 35 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Statutory Building Scheme BB1169778</li> </ul>

<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-061-381	Lot 37 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"><li>• Covenant BB237668</li><li>• Covenant BB1110275</li><li>• Covenant BB1110277</li><li>• Statutory Right of Way BB1110378</li><li>• Covenant BB1110386</li><li>• Covenant BB1110390</li><li>• Covenant BB1110392</li><li>• Statutory Building Scheme BB1169778</li></ul>
028-061-390	Lot 38 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"><li>• Covenant BB237668</li><li>• Covenant BB1110275</li><li>• Covenant BB1110277</li><li>• Statutory Right of Way BB1110366</li><li>• Statutory Right of Way BB1110368</li><li>• Covenant BB1110386</li><li>• Covenant BB1110388</li><li>• Covenant BB1110390</li><li>• Covenant BB1110392</li><li>• Statutory Building Scheme BB1169778</li></ul>
028-061-403	Lot 39 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"><li>• Covenant BB237668</li><li>• Covenant BB1110275</li><li>• Covenant BB1110277</li><li>• Statutory Right of Way BB1110366</li><li>• Statutory Right of Way BB1110378</li><li>• Covenant BB1110386</li><li>• Covenant BB1110388</li><li>• Covenant BB1110390</li><li>• Statutory Building Scheme BB1169778</li></ul>

<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-061-411	Lot 40 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110388</li> <li>• Covenant BB1110390</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-420	Lot 41 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-438	Lot 42 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Covenant BB1110386</li> <li>• Covenant BB1110390</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-454	Lot 44 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Statutory Building Scheme BB1169778</li> </ul>
028-061-462	Lot 45 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"> <li>• Covenant BB237668</li> <li>• Covenant BB1110275</li> <li>• Covenant BB1110277</li> <li>• Statutory Right of Way BB1110378</li> <li>• Statutory Building Scheme BB1169778</li> </ul>

<u>PID</u>	<u>Legal</u>	<u>Permitted Liens</u>
028-061-471	Lot 46 Section 24 Township 3 Range 30 West of the Sixth Meridian New Westminster District Plan BCP42517	<ul style="list-style-type: none"><li>• Covenant BB237668</li><li>• Covenant BB1110275</li><li>• Covenant BB1110277</li><li>• Statutory Right of Way BB1110378</li><li>• Statutory Building Scheme BB1169778</li></ul>