



FORCE FILED

NO. H250150
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PETERSON INVESTMENT GROUP INC.

PETITIONER

AND:

1076255 B.C. LTD., LIGHTSTONE DEVELOPMENT LTD.,
1082463 B.C. LTD., 1218548 B.C. LTD., GOLD COAST
INDUSTRIES LTD., XIAO SONG ZHENG, XIAO LI, YING ZHENG
YU, BLUESHORE LEASING LTD., GOULD LEASING LTD.,
LI JIANG, BEI CHEN, QING SU, JIDE LIU, 686912366
INVESTMENT LTD., LEI BUN LEUNG, XIAO LIAN ZHANG,
JOHNSON RUI LEUNG, JON KIT LEUNG, KAREN LEUNG,
SHUN FENG INVESTMENT LTD., LIWEI SUN and
12503343 B.C. LTD.

RESPONDENTS

NOTICE OF APPLICATION

Name of applicant: FTI Consulting Canada, Inc. ("**FTI**") in its capacity as court-appointed receiver and manager (the "**Receiver**") without security, of all of the assets, undertakings and property (the "**Property**") of 1076255 B.C. Ltd. ("**107**") and Lightstone Development Ltd. ("**Lightstone**", and together with 107, the "**Debtors**").

TO: The attached Service List (**Schedule "A"**)

TAKE NOTICE that an application will be made by the applicant to Madam Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on Wednesday, the 16th day of July, 2025 at 10:00 a.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take one day.

- ☐ This matter is within the jurisdiction of an associate judge.
- ☒ This matter is not within the jurisdiction of an associate judge. Madam Justice Fitzpatrick is seized of these proceedings and this matter has been booked through trial scheduling.

PART 1: ORDER(S) SOUGHT

1. An order substantially in the form attached hereto as **Schedule “B”**, among other things,
 - (a) declaring that the SPA Holdbacks (as defined herein) are Property (as defined in the order appointing the Receiver pronounced February 13, 2025 (the **“Receivership Order”**)) of the Debtors;
 - (b) directing Clark Wilson LLP (**“Clark Wilson”**) to pay the SPA Holdbacks (as defined herein), and any interest accrued thereon, to the Receiver; and
 - (c) ordering that there be no liability for Clark Wilson or the Purchasers (as defined herein) for paying the SPA Holdbacks to the Receiver.
2. Such other relief as this Honourable Court deems just.

PART 2: FACTUAL BASIS

Overview

1. The SPA Holdbacks are holdbacks from the purchase price of residential strata lot units sold by the Debtors and retained by the Debtor’s counsel Clark Wilson, in trust, pursuant to the *Strata Property Act*, S.B.C. 1998, c. 43 (**“SPA”**). The SPA Holdbacks are Property of the Debtors, and remain subject to the security interests in favour of the Debtors’ secured creditors Urban One Contractors Inc. (**“Urban One”**) has commenced a proceeding to claim a lien against the SPA Holdbacks, however its claim is subordinate to the court-ordered charges in these proceedings (the **“Receiver’s Charges”**), as well as the secured claims of three mortgagees that provided financing in connection with the Project (the **“Mortgagees”**).
2. Pursuant to the Receivership Order, the Receiver is entitled to take possession of the SPA Holdbacks and to use them in this proceeding, subject to allocation and other approvals within this proceeding. The SPA Holdbacks should be paid to the Receiver.

The Project, Original Lands and Mortgages

3. The Debtors, together, are owner developers of a mixed-use residential and commercial development known as “Chloe”, located at 2096 West 47th Avenue, Vancouver, British Columbia (the “**Project**”).

First Report of the Receiver, dated July 4, 2025 (“**First Report of the Receiver**”) at Appendix J.1 (Disclosure Statement), s. 1.1

4. The Project is located on a portion of lands formerly legally described as follows

PID: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District
Plan EPP91453

(the “**Original Lands**”)

First Report of the Receiver at Appendix J.1
(Disclosure Statement), s. 2.1(a)

5. 107 was the registered owner, and Lightstone was the beneficial owner, of the Original Lands.

First Report of the Receiver at Appendix J
(Disclosure Statement), s. 1.1

6. The Original Lands were subdivided, and the portion of the Original Lands where the Project is situated has been stratified into commercial and residential strata lots pursuant to Strata Plan EPS9998 and Strata Plan EPS9999 respectively, filed July 8, 2024.

First Report of the Receiver at Appendix A.1 (Strata Plan
EPS9998 and A.2 (Strata Plan EPS9999)

7. To fund construction of the Project, the Debtors borrowed funds from or otherwise incurred obligations to, the Mortgagees, National Bank of Canada (“**NBC**”), Peterson Investment Group Inc. (“**Peterson**”), and Westmount West Services Inc. (“**Westmount**”) pursuant to three facilities, each including an assignment of rents (each a “**Mortgage**” and together, the “**Mortgages**”). The Mortgages were registered against title to the Original Lands on October 20, 2022 under the following registration numbers:

(a) NBC Mortgage: CB292874-CB292875;

(b) Peterson Mortgage: CB293126-CB293127; and

(c) Westmount Mortgage: CB294046-CB294047.

First Report of the Receiver at para. 19(a)-(c) and Appendix D
(Historical Title Search of Original Lands)

8. By December 8, 2024, \$47.3 million had been advanced and secured under the NBC Mortgage, \$19.2 million had been advanced and secured under the Peterson Mortgage, together with accrued interest and legal costs. The Westmount Mortgage relates to the Debtors deposit protection program, and secures deposits previously paid to the Debtors' solicitors in trust by potential purchasers and released to the Debtors under that program.

First Report of the Receiver at paras 19(a)-(c), 32

The Strata Lot Sales and the SPA Holdbacks

9. Construction of the Project is largely complete and certain of the residential strata lots (the **"Sold Units"**, and each a **"Sold Unit"**) have been sold to purchasers (the **"Purchasers"**, and each a **"Purchaser"**).

First Report of the Receiver at Appendix G
(Sold Unit Contracts)

10. Pursuant to the SPA, each Purchaser was required to retain from the Debtors a holdback of 7% of the purchase price of their Sold Unit (collectively, the **"SPA Holdbacks"**). The Sold Units listed by strata lot number and unit number, the names of the Purchasers, the date on which each Sold Unit was conveyed to the Purchaser (the **"Conveyance Date"**), and the amount of each SPA Holdback, are as follows:

Sold Unit (Unit Number)	Purchaser	Conveyance Date	SPA Holdback	Sold Unit Contract Appendix
1 (201)	Matthew Wei Yan Tong	2024-11-25	\$121,163.00	G.1
2 (202)	Kevin Li	2024-12-2	\$97,020.00	G.2
4 (204)	Dr. Howard Chang Inc.	2024-11-25	\$178,500.00	G.3
11 (211)	Yi Xuan Qi	2024-11-25	\$120,694.00	G.4

Sold Unit (Unit Number)	Purchaser	Conveyance Date	SPA Holdback	Sold Unit Contract Appendix
12 (212)	Liam Emerton Blake	2024-11-25	\$146,860.00	G.5
14 (214)	Shang Jing Jiang	2024-12-02	\$77,700.00	G.6
16 (216)	Ching Yee So and Robert Chiu Keung Wong	2024-11-25	\$118,230.00	G.7
21 (305)	Hsiu-Hua Yu	2024-11-25	\$68,600.00	G.8
22 (306)	Yan Shao	2024-11-25	\$67,613.00	G.9
23 (307)	1138555 B.C. Ltd.	2024-11-25	\$67,900.00	G.10
24 (308)	Yin Fong Tong	2024-11-26	\$175,000.00	G.11
28 (312)	Thomas Kwan Ho Lau	2024-11-26	\$110,383.00	G.12
30 (314)	Sunny Goyal	2024-11-26	\$116,200.00	G.13
31 (315)	Hui Tang	2024-12-17	\$126,000.00	G.14
32 (316)	Fiona Mellaleen Lee	2024-11-26	\$211,470.00	G.15
35 (319)	Yen Hung Chen and Li-Pin Chen	2024-11-26	\$110,523.00	G.16
36 (401)	Chun Zhu Liu	2024-11-25	\$191,023.00	G.17
40 (405)	Yuen Kei Tang	2024-12-20	\$245,000.00	G.18
41 (406)	PMJC Trading Ltd.	2024-11-26	\$202,020.00	G.19
42 (407)	Leslie Dale Saperstein	2024-11-26	\$168,000.00	G.20
44 (409)	Suk Wah Kwan	2024-11-27	\$199,500.00	G.21
45 (410)	Francis Oneill and Joan Marie O'Neill	2024-11-27	\$191,352.00	G.22
TOTAL:			\$3,110,751.00	

First Report of the Receiver at Appendix F (Sold Unit Title Searches) and Appendix G (Sold Unit Contracts)

11. Sold Unit and unit numbers in the table above correspond to numbering in the Strata Plan EPS9998 (filed July 8, 2024). However, the Offers to Purchase and Agreement of Purchase and Sale applicable to each Sold Unit (the “**Sold Unit Contracts**”) were for the most part entered into prior to filing of the finalized strata plan. Therefore, many of the Sold Unit Contracts reference pre-final strata lot and unit numbers that were later changed.
12. Pursuant to the Sold Unit Contracts, on each Completion Date, the Purchasers paid to Clark Wilson, as solicitors for the Debtors, the purchase price for their Sold Unit. In each case, the portion of the purchase price comprising the SPA Holdback was held in trust by Clark Wilson pursuant to the SPA and the *Builders Lien Act*, S.B.C. 1997, c. 45 (“**BLA**”) solely in respect of lien claims registered in the applicable land title office against the respective unit in connection with work done at the request of the Debtors.

First Report of the Receiver at para. 20 and Appendix G.1-G.14,
G.15-G.22 (Sold Unit Contracts) at Schedule A, s. 4.6 and
Appendix G.15 (Sold Unit Contract) at Schedule A, s. 4.5

13. The Sold Unit Contracts authorize Clark Wilson to pay the SPA Holdbacks, plus any accrued interest, to the Debtors on the 56th day after each Sold Unit is conveyed to each Purchaser, less the amount of any builders lien claims filed against the Sold Unit of which the Purchaser gives the Debtors timely notice.

First Report of the Receiver at para. 20 and Appendix G.1-G.14,
G.15-G.22 (Sold Unit Contracts) at Schedule A, s. 4.6 and
Appendix G.15 (Sold Unit Contract) at Schedule A, s. 4.5

14. No lien claims have been filed against any of the Sold Units.

First Report of the Receiver at Appendix F
(Sold Unit Title Searches)

15. The SPA Holdbacks represent a portion of the purchase price paid for the Sold Units, and are property of the Debtors, subject to the security and claims of the Debtors’ various creditors.

The Urban One Lien Against Holdback

16. On December 9, 2024, Urban One commenced proceedings in this court under Court File No. VLC-S-S-248509, Vancouver Registry, against the Debtors, Clark Wilson, and

several John Doe defendants who are described in a way that suggests they include the Purchasers (the “**Urban One Action**”).

First Report of the Receiver at Appendix E
(Notice of Civil Claim of Urban One)

17. In the Urban One Action, Urban One alleges, among other things, that Lightstone, on its own behalf and on behalf of 107, entered into a contract with Urban One for the construction of the Project, and that Lightstone failed to pay Urban One for work it completed. Urban One claims judgment in the amount of \$675,733.97 plus interest. It also claims a lien against holdbacks retained pursuant to the SPA, including the SPA Holdbacks, in the amount of \$675,733.97.

First Report of the Receiver at Appendix E
(Notice of Civil Claim of Urban One)

18. Other than the Urban One Action, no proceedings have been commenced claiming a lien against the SPA Holdbacks.

First Report of the Receiver at para. 31

This Receivership

19. Pursuant to the Receivership Order, as of February 24, 2025 the Receiver was appointed receiver, without security, of all of the Property of the Debtors and empowered to take possession of and exercise control over the Property.

Receivership Order at para. 1

20. The Receiver was granted the following Receiver’s Charges on the Property:

- (a) a charge for the Receiver and its legal counsel as security for the payment of their fees and disbursements in respect of these proceedings; and
- (b) a charge as security for the payment of monies borrowed by the Receiver to fund the exercise its powers and duties in this proceeding.

Receivership Order at paras. 20, 23

21. The Receiver’s Charges have priority to the Property over all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but

subject to sections 14.06(7), 81.4(4) and 81.6(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.

Receivership Order at paras. 20, 23

PART 3: LEGAL BASIS

The SPA Holdback is Property of the Debtors

22. The SPA Holdbacks form a portion of the proceeds from the sale of the Sold Units. The Sold Units have been conveyed, and the purchase price for each, including each SPA Holdbacks, was paid to Clark Wilson.
23. Clark Wilson, as solicitors for the Debtors in respect of the Sold Unit sales, holds the SPA Holdbacks in trust “solely in respect of lien claims registered in the applicable land title office... in connection with work done at the request of the [Debtors]”.

First Report of the Receiver at para. 20 and Appendix G.1-G.14,
G.15-G.22 (Sold Unit Contracts) at Schedule A, s. 4.6 and
Appendix G.15 (Sold Unit Contract) at Schedule A, s. 4.5

24. The SPA Holdbacks are therefore Property of the Debtors, subject to the security and claims of the Debtors’ various creditors.

SPA and Sold Unit Contracts Permit Payment of the SPA Holdbacks

25. The SPA required the SPA Holdbacks be retained from the Debtors until 55 days after each Sold Unit was conveyed to each Purchaser (the “**Holdback Period**”). After the Holdback Period, the SPA requires the Purchasers to release the SPA Holdbacks to the Debtors unless in the meantime a claim of lien is filed against title to the Sold Unit or a proceeding is commenced to enforce a lien against the SPA Holdback.

SPA, ss. 88(2), 88(4)

26. Once the Holdback Period expires, retention of the SPA Holdbacks is no longer required, even if a proceeding is commenced to enforce a lien against the SPA Holdback.

27. The Sold Unit Contracts authorize Clark Wilson to pay the SPA Holdbacks to the Debtors following the Holdback Period, less the amount of any builders' lien claims filed against the Sold Units. No liens have been filed against any Sold Unit, and no deduction is required in respect of proceedings to enforce a lien against the SPA Holdbacks due to the priorities (discussed below).
28. The Purchasers have no claim to the SPA Holdbacks under the SPA, the Sold Unit Contracts, or otherwise. The SPA provides Purchasers a mechanism to pay the SPA Holdback, or a portion thereof, into court to clear claims of lien from title to their Sold Unit: it is a protection to ensure Purchasers obtain clear title. The time for filing such liens has elapsed, and no claims of lien are filed. Any interest of the Purchasers in these funds has lapsed, and each of the Purchasers has obtained what they bargained for (clear title to their respective Sold Unit).

SPA, ss. 88(1), 89

The Receiver's Charges and the Mortgages have Priority to the SPA Holdbacks

29. Urban One's lien claim against the SPA Holdbacks is subordinate to the Receiver's Charges. The Receiver's Charges have priority to the Property over all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, with limited exceptions that do not include Urban One's lien claim.

Receivership Order at paras. 20, 23

30. Urban One's lien claim against the SPA Holdbacks is also subordinate to the Mortgages. Amounts secured in good faith by a registered mortgage have priority over amounts secured by builders liens, and the priorities in respect of holdbacks under the SPA are the same. The amounts secured by the Mortgages against the Sold Units were advanced prior to the filing of the Urban One Action. The full amount advanced by the Mortgages remains owing to the Mortgagees.

BLA, s. 32;

Scott D. Smythe & E.M. (Lisa) Vogt, *McCarthy Tétrault's Annotated British Columbia Strata Property Act* (Aurora Ont.: Carswell, a Division of Thomson Reuters Canada Limited., 2024) (updated 2004, Release 2), § SPA88:2

31. When the Receiver seeks distribution from the realisation of the Property (less the costs of administration), Urban One and any other party seeking to claim priority to those funds will be able to make submissions at that time.

The Receiver is Empowered and Authorized to Take Possession and Control of the SPA Holdbacks

32. The Receiver is empowered and authorized to take possession and control of the SPA Holdbacks where, as here, it considers necessary or desirable.

Receivership Order at para. 1

33. The Receiver seeks an order directing Clark Wilson to pay the SPA Holdbacks to the Receiver forthwith and a declaration confirming that neither Clark Wilson, nor any Purchaser, shall bear any liability for doing so.

PART 4: MATERIAL TO BE RELIED ON

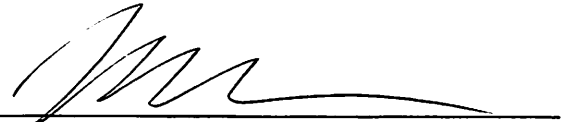
1. First Report of the Receiver dated July 4, 2025; and
2. Such further and other materials as counsel may advise and this Court may allow.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following
 - (i) a copy of the filed application response;

- (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
- (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

DATE: July 4, 2025



Lawyer for FTI Consulting Canada, Inc.
McCarthy Tétrault LLP
(H. Lance Williams, Andrew Butler
and Nico Rullmann)

To be completed by the court only:

Order made

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

DATE: _____

Signature of ☐ Judge
☐ Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

SCHEDULE "A"

NO. H-250150
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PETERSON INVESTMENT GROUP INC.

PETITIONER

AND:

1076255 B.C. LTD., LIGHTSTONE DEVELOPMENT LTD.,
1082463 B.C. LTD., 1218548 B.C. LTD., GOLD COAST
INDUSTRIES LTD., XIAO SONG ZHENG, XIAO LI, YING ZHENG YU,
BLUESHORE LEASING LTD., GOULD LEASING LTD., LI JIANG,
BEI CHEN, QING SU, JIDE LIU, 686912366 INVESTMENT LTD.,
LEI BUN LEUNG, XIAO LIAN ZHANG, JOHNSON RUI LEUNG,
JON KIT LEUNG, KAREN LEUNG, SHUN FENG INVESTMENT LTD.,
LIWEI SUN and 12503343 B.C. LTD.

RESPONDENTS

SERVICE LIST (SPA Holdback Application)

<p>DLA Piper (Canada) LLP Suite 2700, 1133 Melville Street Vancouver, BC V6E 4E5</p> <p>Attention: Colin Brousson Arad Mojtahedi</p> <p>Email: colin.brousson@ca.dlapiper.com arad.mojtahedi@ca.dlapiper.com</p> <p><i>Counsel to the Petitioner, Peterson Investment Group Inc.</i></p>	<p>FTI Consulting Canada Inc. Suite 1450, P.O. Box 10089 701 West Georgia Street Vancouver, BC V7Y 1B6</p> <p>Attention: Tom Powell</p> <p>Email: tom.powell@fticonsulting.com</p> <p><i>Receiver</i></p>
<p>McCarthy Tétrault LLP Suite 2400, 745 Thurlow Street Vancouver, BC V6E 0C5</p> <p>Attention: H. Lance Williams Ashley Bowron Andrew Butler</p> <p>Email: lwilliams@mccarthy.ca abowron@mccarthy.ca abutler@mccarthy.ca</p> <p><i>Counsel to the Receiver</i></p>	<p>Blake Cassels & Graydon LLP 1133 Melville Street, Suite 3500 Vancouver, BC V6E 4E5</p> <p>Attention: Claire Hildebrand Peter Rubin</p> <p>Email: claire.hildebrand@blakes.com peter.rubin@blakes.com</p> <p><i>Counsel to National Bank of Canada</i></p>

<p>Lawson Lundell LLP 925 West Georgia Street, Suite 1600 Vancouver, BC V6C 2L1</p> <p>Attention: Bryan C. Gibbons</p> <p>Email: bgibbons@lawsonlundell.com</p> <p><i>Counsel to Westmount West Services Inc.</i></p>	<p>Yan Muirhead LLP 1100 – 736 Granville Street Vancouver, BC V6Z 1G3</p> <p>Attention: Nerissa Yan Jaime Gray</p> <p>Email: nyan@ymlaw.ca jgray@ymlaw.ca service@ymlaw.ca</p> <p><i>Counsel to Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, and Karen Leung</i></p>
<p>Foundation Law Corporation 830 – 8477 Bridgeport Road Richmond, BC V6X 0S8</p> <p>Attention: Jerry Liu</p> <p>Email: jliu@foundationlawyers.com</p> <p><i>Counsel to 686912366 Investment Ltd.</i></p>	<p>OLPLC Metrotower Law Chambers Metrotower II Building 4720 Kingsway, 26th Floor Burnaby, BC V5H 4N2</p> <p>Attention: Ouran Li</p> <p>Email: oli@metrotowerlawchambers.com</p> <p><i>Counsel to Bei Chen, Qing Su, and Jide Liu</i></p>
<p>Avid Law Corporation 5811 Cooney Road Suite 602 North Tower Richmond, BC V6X 3M1</p> <p>Attention: David Chen</p> <p>Email: dchen@avid-law.com fyang@avid-law.com ntam@avid-law.com</p> <p><i>Counsel to Liwei Sun and 1250334 B.C. LTD.</i></p>	<p>Marina Pratchett Law Corporation 1664 Woods Road Bowen Island, BC V01 1G2</p> <p>Attention: Marina Pratchett</p> <p>Email: marina@pratchettlaw.com marinapratchett@gmail.com</p> <p><i>Counsel to Urban One Contractors Inc.</i></p>
<p>Owen Bird Law Corporation 2900-733 Seymour Street, P.O. Box 1 Vancouver, BC V6B 0S6</p> <p>Attention: Terence W. T. Yu</p> <p>Email: tyu@owenbird.com</p> <p><i>Counsel to Gold Coast Industries Ltd. and Ying Zheng Yu</i></p>	<p>Silvergate Law #402 - 938 Howe Street Vancouver, BC V6Z 1N9</p> <p>Attention: Betty Wu James Wagner</p> <p>Email: bwu@silvergatelaw.com james@silvergatelaw.com</p> <p><i>Counsel to Chan Xiao</i></p>

Ascendion Law 720 – 789 West Pender Street Vancouver, BC V6C 1H2 Attention: Chilwin Cheng Email: chilwin@ascendionlaw.com bianca@ascendionlaw.com <i>Counsel to Ying Zheng Yu</i>	Clark Wilson LLP 900 – 885 West Georgia Street Vancouver, BC V6C 3H1 Attention: Bhagwant Dhaliwal Email: bdhaliwal@cwilson.com
1082463 B.C. LTD. 1530 – 1200 West 73 rd Avenue Vancouver, BC V6P 6G5	1218548 B.C. Ltd. 1530 – 1200 West 73 rd Avenue Vancouver, BC V6P 6G5
Xiao Song Zheng 6261 Adera Street Vancouver, BC V6M 3J5	Xiao Li 6261 Adera Street Vancouver, BC V6M 3J5
Blueshore Leasing Ltd. 1250 Lonsdale Avenue North Vancouver, BC V7M 2H6	Gould Leasing Ltd. 1220 Yonge Street, Suite 201 Toronto, ON M4T 1W1
Li Jiang 8471 Laidmore Road Richmond, BC V7C 2B4	Shun Feng Investment Ltd. c/o Lawson Lundell 1600 – 925 West Georgia Street Vancouver, BC V6C 3L2

SCHEDULE "B"

NO. H250150
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PETERSON INVESTMENT GROUP INC.

PETITIONER

AND:

1076255 B.C. LTD., LIGHTSTONE DEVELOPMENT LTD.,
1082463 B.C. LTD., 1218548 B.C. LTD., GOLD COAST
INDUSTRIES LTD., XIAO SONG ZHENG, XIAO LI, YING ZHENG
YU, BLUESHORE LEASING LTD., GOULD LEASING LTD.,
LI JIANG, BEI CHEN, QING SU, JIDE LIU, 686912366
INVESTMENT LTD., LEI BUN LEUNG, XIAO LIAN ZHANG,
JOHNSON RUI LEUNG, JON KIT LEUNG, KAREN LEUNG,
SHUN FENG INVESTMENT LTD., LIWEI SUN and
12503343 B.C. LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

(Declaration and Direction to Pay)

BEFORE THE HONOURABLE)	WEDNESDAY, THE 16 TH DAY
)	
MADAM JUSTICE FITZPATRICK)	OF JULY, 2025
)	

ON THE APPLICATION of FTI Consulting Canada Inc. ("FTI") in its capacity as court-appointed receiver and manager (the "**Receiver**") without security, of all of the assets, undertakings and property ("**Property**") of 1076255 B.C. Ltd. ("**107**") and Lightstone Development Ltd. ("**Lightstone**", and together with 107, the "**Debtors**") coming on for hearing at Vancouver, British Columbia at 10:00 a.m. on the 16th day of July, 2025 and on hearing H. Lance Williams and Andrew Butler, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the First Report of the Receiver, dated July 4, 2025;

THIS COURT ORDERS that:

1. The funds paid by the following persons (the “**Purchasers**”) in the following amounts to Clark Wilson LLP (“**Clark Wilson**”) and held by Clark Wilson as holdback funds pursuant to the *Strata Property Act*, S.B.C. 1998, c 43 (the “**SPA Holdbacks**”), and any interest accrued thereon, are Property of the Debtors (as those terms are defined in the order pronounced in these proceedings on February 13, 2025 appointing the Receiver):

- (a) Matthew Wei Yan Tong: \$121,163.00
- (b) Kevin Li: \$97,020.00
- (c) Dr. Howard Chang Inc.: \$178,500.00
- (d) Yi Xuan Qi: \$120,694.00
- (e) Liam Emerton Blake: \$146,860.00
- (f) Shang Jing Jiang: \$77,700.00
- (g) Ching Yee So and Robert Chiu Keung Wong: \$118,230.00
- (h) Hsiu-Hua Yu: \$68,600.00
- (i) Yan Shao: \$67,613.00
- (j) 1138555 B.C. Ltd.: \$67,900.00
- (k) Yin Fong Tong: \$175,000.00
- (l) Thomas Kwan Ho Lau: \$110,383.00
- (m) Sunny Goyal: \$116,200.00
- (n) Hui Tang: \$126,000.00
- (o) Fiona Mellaleen Lee: \$211,470.00
- (p) Yen Hung Chen and Li-Pin Chen: \$110,523.00
- (q) Chun Zhu Liu: \$191,023.00
- (r) Yuen Kei Tang: \$245,000.00
- (s) PMJC Trading Ltd.: \$202,020.00
- (t) Leslie Dale Saperstein: \$168,000.00
- (u) Suk Wah Kwan: \$199,500.00
- (v) Francis Oneill and Joan Marie O'Neill: \$191,352.00.

2. The SPA Holdbacks may be utilised and/or held by the Receiver in the same manner as any other Property.
3. Clark Wilson LLP pay the SPA Holdbacks, and any interest accrued thereon, to the Receiver.
4. Neither Clark Wilson, nor the Purchasers, shall have any liability whatsoever to any person claiming an interest in the SPA Holdbacks as a result of payment of the SPA Holdbacks to the Receiver in compliance with this Order.
5. Endorsement of this Order by counsel other than for the Receiver is dispensed with.

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

Lawyer for FTI Consulting Canada, Inc.
McCarthy Tétrault LLP
(H. Lance Williams and Andrew Butler)

BY THE COURT

REGISTRAR

LIST OF COUNSEL

[illegible]