

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

OCT 23 2023



No. **H-230802**
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

HARO-THURLOW STREET PROJECT LIMITED PARTNERSHIP,
HARO AND THURLOW GP LTD.,
HARLOW HOLDINGS LTD.,
1104227 B.C. LTD.,
CLOUDBREAK HOLDINGS LTD.,
CM (CANADA) ASSET MANAGEMENT CO. LTD.,
FORSEED HARO HOLDINGS LTD.,
1115830 B.C. LTD.,
TERRAPOINT DEVELOPMENTS LTD.,
KANG YU ZOU,
WEI DONG,
WEI ZOU,
XIA YU and
TREASURE BAY HK LIMITED

RESPONDENTS

PETITION TO THE COURT

ON NOTICE TO:

Haro-Thurlow Street Project Limited Partnership
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3

Haro and Thurlow GP Ltd.
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3

Harlow Holdings Ltd.
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3

1104227 B.C. LTD
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3

Cloudbreak Holdings Ltd.
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3

CM (Canada) Asset Management Co. Ltd.
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3

Forseed Haro Holdings Ltd.
1600 – 925 West Georgia Street
Vancouver, BC V6C 3L2

1115830 B.C. Ltd.
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3

Terrapoint Developments Ltd.
2400-745 Thurlow Street
Vancouver, BC V6E 0C5

Kang Yu Zou
4770 Drummond Drive
Vancouver, BC V6T 1B4

Wei Dong
1690 Roxburgh Crescent
Vancouver, BC V6M 1G9

Wei Zou
1833 West 17th Avenue
Vancouver, BC V6J 2M9

Xia Yu
1833 West 17th Avenue
Vancouver, BC V6J 2M9

Treasure Bay HK Limited
#1500-1055 W Georgia Street
Vancouver, BC V6E 4N7

This proceeding is brought for the relief set out in Part 1 below, by the petitioner, Bank of Montreal (“**BMO**” or the “**Petitioner**”).

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

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

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

Time for Response to Petition

A Response to Petition must be filed and served on the petitioner,

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

(1)	The address of the registry is: 800 Smithe Street Vancouver, B.C. V6Z 2E1
(2)	The ADDRESS FOR DELIVERY is: Fasken Martineau DuMoulin LLP 2900 - 550 Burrard Street Vancouver, B.C. V6C 0A3 Fax number for delivery is: n/a E-mail address for service is: n/a

(3)	The name and office address of the Petitioner's Solicitor is: Fasken Martineau DuMoulin LLP 2900 - 550 Burrard Street Vancouver, B.C. V6C 0A3 Telephone: 604 631 3131. (Reference: 324308.00004/Kibben Jackson)
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CLAIM OF THE PETITIONER

Part 1: DECLARATIONS AND ORDERS SOUGHT

1. A Declaration that the mortgage and assignment of rents (the "**Mortgage**") dated August 23, 2018 granted by Harlow Holdings Ltd. ("**Harlow Holdings**") in favour of BMO and registered in the Land Title Office of British Columbia (the "**LTO**") under Charge Numbers CA7024178 and CA7024179, is a mortgage charging that certain parcel of land and premises legally described as PID: 030-552-265, Lot 1 Block 5 District Lot 185 Group 1 New Westminster District Plan EPP85244 (the "**Harlow Lands**") in priority to the interests therein or claims thereto of all Respondents.
2. A Declaration that the mortgage and assignment of rents (the "**Zou-Yu Mortgage**") dated December 31, 2020 granted by Wei Zou ("**Zou**") and Xia Yu ("**Yu**") in favour of BMO and registered in the LTO under Charge Numbers CA8742911 and CA8742912, is a mortgage charging that certain parcel of land and premises legally described as PID: 010-284-184, Lot C Block 487 District Lot 526 Plan 8043 (the "**Zou-Yu Lands**") in priority to the interests therein or claims thereto of all Respondents.
3. A Declaration that the equitable mortgage dated October 3, 2018 (the "**Equitable Mortgage**") granted by Harlow and Haro-Thurlow Street Project Limited Partnership ("**LP**") in respect of LP's beneficial interest in the Harlow Lands is a valid mortgage charging LP's beneficial interest in the Harlow Lands.
4. A Declaration that the General Security Agreement dated October 3, 2018 (the "**GSA**") granted by LP and Harlow Holdings in favour of BMO, in respect of which a financing statement was filed in the BC PPR under base registration number 985774K on August 27,

2018, constitutes a charge in favour of the Petitioner on all present and after acquired personal property of LP and Harlow related to the Harlow Lands (the “**Personal Property**”, and together with the Harlow Lands, the “**Harlow Property**”) in priority to the interests therein or claims thereto of all Respondents.

5. A Declaration that the payments due and owing under the Credit Agreement (as defined herein) are in default.
6. A Declaration that, as at October 16, 2023, the amount of money due under the Credit Agreement is the sum of \$95,284,936.98 together with interest accruing thereon at the rate of \$24,361.64 per day from October 17, 2023 to the date of payment, which interest is subject to the compounding provisions of the Credit Agreement.
7. Judgment against LP, Harlow and Haro And Thurlow GP Ltd. (“**GP**”), jointly and severally, in the amount of \$95,284,936.98 together with interest thereon at the rate of \$24,361.64 per day from October 17, 2023 to the date of judgment, which interest is subject to the compounding provisions of the Credit Agreement, and together with the Petitioner’s costs of and related to this proceeding.
8. Judgment against Zou and Yu jointly and severally, in the amount of \$7,121,512.33 together with interest thereon from October 17, 2023 to the date of judgment, which interest is subject to the compounding provisions of the Credit Agreement and the Zou-Yu Guarantee, and together with the Petitioner’s costs of and related to this proceeding.
9. Judgment against 110, in the amount of \$49,491,864.86 together with interest thereon from October 17, 2023 to the date of judgment, which interest is subject to the compounding provisions of the Credit Agreement and the 110 Guarantee, and together with the Petitioner’s costs of and related to this proceeding.
10. Judgment against Kang and Dong jointly and severally, in the amount of \$50,867,945.21 together with interest thereon from October 17, 2023 to the date of judgment, which interest is subject to the compounding provisions of the Credit Agreement and the Kang-Dong Guarantee, and together with the Petitioner’s costs of and related to this proceeding.

11. Judgment against 115, in the amount of \$50,867,945.21 together with interest thereon from October 17, 2023 to the date of judgment, which interest is subject to the compounding provisions of the Credit Agreement and the 115 Guarantee, and together with the Petitioner's costs of and related to this proceeding.
12. Judgment against Cloudbreak and CM jointly and severally, in the amount of \$50,867,945.21 together with interest thereon from October 17, 2023 to the date of judgment, which interest is subject to the compounding provisions of the Credit Agreement and the Cloudbreak-CM Guarantee, and together with the Petitioner's costs of and related to this proceeding.
13. Judgment against Terrapoint, in the amount of \$10,173,589.04 together with interest from October 17, 2023 to the date of judgment, which interest is subject to the compounding provisions of the Credit Agreement and the Terrapoint Guarantee, and together with the Petitioner's costs of and related to this proceeding.
14. An order, substantially in the form set out in Schedule "A" hereto, appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver and manager, without security, of the Harlow Property pursuant to section 243 of *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253 (the "**LEA**") or in such other form as this Honourable Court may order;
15. An Order that the last day for redemption of the Zou-Yu Lands be the day which is 6 months after the date of pronouncement of Order Nisi herein or such other day that this Honourable Court may prescribe.
16. An Order for possession of the Zou-Yu Lands.
17. An Order for sale of the Zou-Yu Lands subject to the approval of this Honourable Court and for the Petitioner to have conduct of such sale.
18. An Order that upon Zou or Yu, or any of them, on or before the last day set for redemption herein, paying into Court to the credit of this proceeding at the Court Registry, the Courthouse, Vancouver, British Columbia, or paying to the solicitor of record of the Petitioner, the amount required to redeem the Zou-Yu Lands, the Petitioner shall reconvey

the Respondent's interest in the Zou-Yu Lands free and clear of all encumbrances in favour of the Petitioner or any person claiming by, through or under the Petitioner, to Zou or Yu, so paying or to whom they shall appoint.

19. Certificates of Pending Litigation.
20. Costs.
21. An Order that the Petitioner be granted liberty to apply to this Honourable Court or to the District Registrar of this Honourable Court for a further summary accounting of any amounts which become due to the Petitioner for interest, taxes, arrears of taxes, insurance premiums, costs, charges, expenses or otherwise after the pronouncement of any Order made herein.
22. An Order for all other necessary accounts, directions and inquiries.
23. Such further relief as the circumstances may require and as this Honourable Court deems appropriate.

Part 2: FACTUAL BASIS

Parties

1. The Petitioner is a Chartered Bank having an address for service c/o Fasken Martineau DuMoulin LLP, 2900 - 550 Burrard Street, Vancouver, B.C.
2. The Respondent, LP, is a limited partnership created pursuant to the laws of British Columbia whose general partner, GP, has a registered and records office at 2900-550 Burrard Street, Vancouver, BC.
3. The Respondent, GP, is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 2900-550 Burrard Street, Vancouver, BC.
4. The Respondent, Harlow, is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 2900-550 Burrard Street, Vancouver, BC.

5. The Respondent, 1104227 B.C. LTD. (“**110**”), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 2900-550 Burrard Street, Vancouver, BC.
6. The Respondent, Cloudbreak Holdings Ltd. (“**Cloudbreak**”), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 2900-550 Burrard Street, Vancouver, BC.
7. The Respondent, CM (Canada) Asset Management Co. Ltd. (“**CM**”), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 2900-550 Burrard Street, Vancouver, BC.
8. The Respondent, Forseed Haro Holdings Ltd. (“**Forseed**”), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 1600-925 West Georgia Street, Vancouver, BC.
9. The Respondent, 1115830 B.C. LTD. (“**111**”), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 2900-550 Burrard Street, Vancouver, BC.
10. The Respondent, Terrapoint Developments Ltd. (“**Terrapoint**”), is a company incorporated pursuant to the laws of British Columbia with an address at 2400-745 Thurlow Street, Vancouver, BC.
11. The Respondent, Kang Yu Zou (“**Kang**”), is a businessperson who resides at 4770 Drummond Drive, Vancouver, BC.
12. The Respondent, Wei Dong (“**Dong**”), is a businessperson who resides at 1690 Roxburgh Crescent, BC.
13. The Respondent, Zou, is a businessperson who resides at 1833 West 17th Avenue, Vancouver, BC.
14. The Respondent, Yu, is a businessperson who resides at 1833 West 17th Avenue, Vancouver, BC.

15. The Respondent, Treasure Bay HK Limited, is a Hong Kong company with an address for service in these proceedings at #1500-1055 W Georgia Street, Vancouver, BC.

Lands and Ownership

16. Harlow is the legal owner and LP is the beneficial owner of the Harlow Lands.
17. Zou and Yu are the legal and beneficial owners of the Zou-Yu Lands.

Loan Agreements and Security

18. LP and Haro GP, on its own behalf and as the general partner of LP, entered into a credit agreement with BMO dated August 21, 2018, as amended by amending agreements dated November 22, 2019, August 28, 2020, September 25, 2020, October 26, 2020, December 15, 2020, June 22, 2022 and September 30, 2022 (collectively the “**Credit Agreement**”) pursuant to which BMO advanced a loan (the “**Loan**”) to LP and Haro GP in the principal amount of \$94,000,000 (the “**Principal Amount**”).
19. Each of Harlow Holdings, Yu, Zou, 110, Cloudbreak, CM, 111, Terrapoint, Kang and Dong (collectively, the “**Guarantors**”) respectively executed and delivered guarantees in favour of BMO in respect of LP’s obligations to BMO under the Credit Agreement as enumerated in Schedule “B” hereto.
20. Additionally, as security for their obligations under the Credit Agreement and the Guarantees, as applicable, LP, GP and the Guarantors (together, the “**Debtors**”), executed certain security and other agreements in favour of BMO, including without limitation the security and other agreements enumerated in Schedule “C” hereto (collectively, the “**Security**”).

Indebtedness, Defaults and Demands

21. As of October 16, 2023, the outstanding amount of the Loan and the amount owing under the Credit Agreement was \$95,284,936.98, and interest, fees, protective disbursements and legal expenses continue to accrue thereon (together, and including, without limitation, legal fees and expenses in connection with the Credit Agreement, the Security, the Guarantees

and this agreement, whether incurred before or after the date of this agreement, the “**Indebtedness**”).

22. The Loan was due and payable in full by no later than September 1, 2023, and LP and Haro GP are in default of their obligations to BMO under the Credit Agreement and relevant Security, including by failing to repay the Loan by such date.
23. By letters dated August 29, 2023, enclosing Notices of Intention to Enforce Security (where applicable), BMO made demand on each of the Debtors requiring payment of that part of the Indebtedness for which they are liable on or before September 8, 2023.
24. Despite demand, BMO has not received any payment, either full or partial, from any of the Debtors.

Third Party LTO Registrations

25. 110, Forseed and 0699099 B.C. Ltd. are the holders of a mortgage and assignment of rents under charge numbers CA7151176 and CA7151177 registered against the Harlow Lands which ranks subsequent to the Mortgage.
26. Treasure Bay HK Limited is joined as the holder of a certificate of pending litigation under charge number CA9504577 registered against the Harlow Lands which ranks subsequent to the Mortgage.

Consent of Licensed Trustee in Bankruptcy to Act as Receiver

27. Deloitte, a trustee within the meaning of Section 2 of the BIA is qualified to act as receiver of the Harlow Property, has consented and agreed to act as such and is acceptable to the Petitioner.

Part 3: LEGAL BASIS

1. The Petitioner relies on:
 - (a) Rules 1-3, 2-1, 10-2, 13-5, 14-1, 16-1, 21-7 and 22-1 of the *Supreme Court Civil Rules*;
 - (b) The *BIA*, section 243;

- (c) the *LEA*, R.S.B.C. 1996, c. 253, section 39;
 - (d) the *Personal Property Security Act*, R.S.B.C. 1996, c. 359; and
 - (e) such other legal basis as counsel may advise.
2. The Petitioner applies for an order appointing Deloitte as the receiver of the Harlow Property.
3. The Petitioner is a secured creditor of Harlow Holdings by virtue of:
- (a) the Mortgage; and
 - (b) the security interest granted to it under the GSA.
4. The Petitioner is a secured creditor of LP and GP by virtue of:
- (a) the Equitable Mortgage; and
 - (b) the security interest granted to it under the GSA.
5. The Petitioner is a secured creditor of both Zou and Yu by virtue of the Zou-Yu Mortgage.
6. The test to appoint a receiver is articulated in different ways in the authorities:
- (a) Where a debtor is in default of its obligations, the appointment of a receiver should be made as a matter of course unless the debtor can show that there are compelling commercial or other reasons why such an order ought not be made.

United Savings Credit Union v. F & R Brokers Inc. (2003), 15 B.C.L.R. (4th) 347 (B.C. S.C.); *Canadian Imperial Bank of Commerce v. Can-Pacific Farms Inc.*, 2012 BCSC 437.
 - (b) The overarching consideration of the court in an application to appoint a receiver is whether it is just and convenient in all of the circumstances.

Cascade Divide Enterprises Inc. v. Laliberte, 2013 BCSC 263;
Maple Trade Finance Inc. v. CY Oriental Holdings Ltd., 2009 BCSC 1527.
7. Regardless of which articulation of the test is applied, the appointment of a receiver of the Harlow Property is appropriate in the circumstances.
8. There are a number of factors that may figure in the determination of whether it is appropriate to appoint a receiver:
- (a) whether irreparable harm might be caused if no order were made;

- (b) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;
- (c) the nature of the property;
- (d) the apprehended or actual waste of the debtor's assets;
- (e) the preservation and protection of the property;
- (f) the balance of convenience to the parties;
- (g) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
- (h) the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulty with the debtor and others;
- (i) the principle that the appointment of a receiver is extraordinary relief which should be granted cautiously and sparingly;
- (j) the consideration of whether a court appointment is necessary to enable the receiver to carry out its' duties more efficiently;
- (k) the effect of the order upon the parties;
- (l) the length of time that a receiver may be in place;
- (m) the conduct of the parties;
- (n) the cost to the parties;
- (o) the likelihood of maximizing return to the parties;
- (p) the goal of facilitating the duties of the receiver.

Maple Trade Finance Inc. v. CY Oriental Holdings Ltd., 2009 BCSC 1527.

9. On the whole, the factors favour the granting of a receivership order as, among other things:
- (a) the Credit Agreement expressly provides for the appointment of a receiver upon default;
 - (b) the Debtors have been in default of their respective obligations to the Petitioner since at least September 8, 2023;
 - (c) the Petitioner is owed upwards of \$95 million whereas LP and Harlow continue to derive rental income from the Harlow Lands;

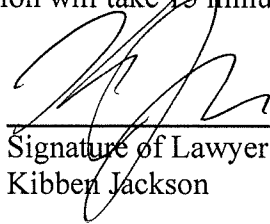
- (d) the Harlow Lands, the most valuable asset comprising the Harlow Property, is a development property that, given the current economic climate, will only be appealing to a small subset of the real estate market, necessitating the appointment of a receiver to effectively list and market the property to the appropriate audience; and
- (e) no party will be prejudiced by the appointment of a receiver.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Peter Mullin sworn October 17, 2023.

The Petitioner estimates that the application will take 15 minutes.

Dated: October 23, 2023



Signature of Lawyer for Petitioner
Kibben Jackson

To be completed by the court only:

Order made

in the terms requested in paragraphs of Part 1 of this Petition

with the following variations and additional terms:

.....

.....

.....

.....

Date:

.....

Signature of Judge Master

Schedule "A"

DRAFT ORDER

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

HARO-THURLOW STREET PROJECT LIMITED PARTNERSHIP,
HARO AND THURLOW GP LTD.,
HARLOW HOLDINGS LTD.,
1104227 B.C. LTD.,
CLOUDBREAK HOLDINGS LTD.,
CM (CANADA) ASSET MANAGEMENT CO. LTD.,
FORSEED HARO HOLDINGS LTD.,
1115830 B.C. LTD.,
TERRAPOINT DEVELOPMENTS LTD.,
KANG YU ZOU,
WEI DONG,
WEI ZOU,
XIA YU and
TREASURE BAY HK LIMITED

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE

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OCTOBER [●], 2023

ON THE APPLICATION of the Petitioner for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the “**LEA**”), appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager, without security, of certain lands and other assets, undertakings and property of the Respondents, Harlow Holdings Ltd. (“**Harlow Holdings**”), Haro-Thurlow Street Project Limited Partnership (“**LP**”) and Haro And Thurlow GP

Ltd. (“GP”, and together with Harlow Holdings and LP, the “Debtors”) coming on for hearing this day at Vancouver, British Columbia;

AND ON READING the Affidavit #1 of Peter Mullin sworn October 17, 2023 and the consent of Deloitte to act as the Receiver; AND ON HEARING Kibben Jackson and Mishaal Gill, counsel for the Petitioner, and those other counsel as listed on Schedule “A” hereto, and no one else appearing, although duly served;

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, Deloitte (hereafter, the “Receiver”) is appointed receiver and manager, without security, of those lands having a legal description of:

PID: 030-552-265

Lot 1 Block 5 District Lot 185 Group 1 New Westminster District Plan EPP85244
(the “Lands”),

and all personal property of the Debtors located at, related to or derived from the Lands (together with the Lands, the “Property”).

RECEIVER’S POWERS

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

- (e) purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) receive and collect all monies and accounts now owed or hereafter owing to any of the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
- (g) settle, extend or compromise any indebtedness owing to any of the Debtors;
- (h) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the Debtors, for any purpose pursuant to this Order;
- (i) undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of any of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$[●] provided that the aggregate consideration for all such transactions does not exceed \$[●]; and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;
- (m) apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;

- (o) register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of any of the Debtors;
- (q) enter into agreements with any trustee in bankruptcy appointed in respect of any of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by any of the Debtors;
- (r) exercise any shareholder, partnership, joint venture or other rights which any of the Debtors may have; and
- (s) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors relating in any way to the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the

granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR AND THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

13. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the applicable Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C.

2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

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

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

RECEIVER'S ACCOUNTS

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

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$[] (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon

the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to: (i) the Receiver’s Charge; and (ii) the charges, if any, created pursuant to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

ALLOCATION

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

VALIDITY OF SECURITY

28. The indenture of mortgage and assignment of rents dated August 23, 2018 granted by Harlow Holdings in favour of BMO and registered in the Land Title Office of British Columbia under Charge Numbers CA7024178 and CA7024179, is a mortgage charging the Lands in priority to the interests therein or claims thereto of all Respondents and all persons claiming by, through or under them.
29. The equitable mortgage dated October 3, 2018 granted by LP in respect of LP’s beneficial interest in the Harlow Lands is a valid mortgage charging LP’s beneficial interest in the Lands in priority to the interests therein or claims thereto of all Respondents and all persons claiming by, through or under them.
30. The General Security Agreement dated October 3, 2018 granted by LP and Harlow Holdings in favour of BMO, in respect of which a financing statement was filed in the BC PPR under base registration number 985774K on August 27, 2018, constitutes a charge in favour of the Petitioner on all present and after acquired personal property of LP and Harlow related to the Lands in priority to the interests therein or claims thereto of all Respondents and all persons claiming by, through or under them.

SERVICE AND NOTICE OF MATERIALS

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

GENERAL

37. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
38. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
39. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any of the Debtors.
40. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
41. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
42. The Petitioner is hereby granted judgment against LP, Harlow and GP, jointly and severally, in the amount of \$95,284,936.98, together with interest thereon to the date of judgment and the Petitioner's costs of and related to this proceeding.
43. The Petitioner is hereby granted judgment against Zuo and Yu, jointly and severally, in the amount of \$7,121,512.33, together with interest thereon to the date of judgment and the Petitioner's costs of and related to this proceeding.
44. The Petitioner is hereby granted judgment against Kang Yu Zou and Wei Dong, jointly and severally, in the amount of \$50,867,945.21, together with interest thereon to the date of judgment and the Petitioner's costs of and related to this proceeding.
45. The Petitioner is hereby granted judgment against Cloudbreak and CM, jointly and severally, in the amount of \$50,867,945.21, together with interest thereon to the date of judgment and the Petitioner's costs of and related to this proceeding.
46. The Petitioner is hereby granted judgment against Terrapoint Developments Ltd. in the amount of \$10,173,589.04, together with interest thereon to the date of judgment and the Petitioner's costs of and related to this proceeding.

47. The Petitioner is hereby granted judgment against 1104427 B.C. LTD. in the amount of \$49,491,864.86, together with interest thereon to the date of judgment and the Petitioner's costs of and related to this proceeding.
48. The Petitioner is hereby granted judgment against 1115830 B.C. LTD. in the amount of \$50,867,945.21, together with interest thereon to the date of judgment and the Petitioner's costs of and related to this proceeding.
49. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided by the Petitioner's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
50. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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

APPROVED BY:

Signature of Kibben Jackson
lawyer for the Petitioner

BY THE COURT
DISTRICT REGISTRAR

SCHEDULE "A"
LIST OF COUNSEL

Counsel/Person Appearing	Party Represented

Schedule "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that [] (the "Receiver"), the receiver and manager of certain lands and related assets of Harlow Holdings Ltd., Haro-Thurlow Street Project Limited Partnership, Haro And Thurlow GP Ltd., Wei Zou and Xia Yu (collectively, the "Debtors") as set out in the Order of the Supreme Court of British Columbia (the "Court") dated [], 2023 made in SCBC Action No. [] (the "Order"), including all proceeds thereof (collectively, the "Property"), has received as Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$[] which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the last day of each month after the date hereof at a notional rate per annum equal to the rate of [] per cent above the prime commercial lending rate of [] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2023.

[●], solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:
Name:
Title:

Schedule "B"

GUARANTEES

1. Guarantee dated October 3, 2018, granted by Harlow to BMO regarding the debts and liabilities of LP to BMO, limited to the principal amount of \$94,000,000 (the "**Harlow Guarantee**").
2. Guarantee dated October 3, 2018, granted by Terrapoint to BMO regarding the debts and liabilities of LP to BMO, limited to the principal amount of \$10,000,000 (the "**Terrapoint Guarantee**").
3. Guarantee dated October 3, 2018, granted by Cloudbreak and CM, jointly and severally, to BMO regarding the debts and liabilities of LP to BMO, limited to the principal amount of \$50,000,000 (the "**Cloudbreak-CM Guarantee**").
4. Guarantee dated December 20, 2020, granted by Kang and Dong in favour of BMO regarding the debts and liabilities of LP to BMO, limited to the principal amount of \$50,000,000 (the "**Kang-Dong Guarantee**").
5. Guarantee dated December 30, 2020, granted by 110 to BMO regarding the debts and liabilities of LP to BMO, limited to the principal amount of \$50,000,000 (the "**110 Guarantee**").
6. Guarantee dated December 30, 2020, granted by 111 to BMO regarding the debts and liabilities of LP to BMO, limited to the principal amount of \$50,000,000 (the "**111 Guarantee**").
7. Guarantee dated December 31, 2020, granted by Zou and Xia to BMO regarding the debts and liabilities of LP to BMO, limited to the principal amount of \$7,000,000, with recourse of BMO against Zou and Xia limited to the real property located at 1833 West 17th Avenue, Vancouver, B.C. (the "**Zou-Xia Guarantee**", and together with the Harlow Guarantee, the Terrapoint Guarantee, the Cloudbreak-CM Guarantee, the Kang-Dong Guarantee, the 110 Guarantee and the 111 Guarantee, the "**Guarantees**").

Security Documents

1. Mortgage;
2. Zou-Yu Mortgage;
3. GSA;
4. Guarantees;
5. equitable mortgage and estoppel agreement made as of October 3, 2018, executed by Harlow Holdings, as nominee, and LP, as beneficial owner, in favour of BMO;
6. postponement and subordination agreements dated August 24, 2018 granted by each of Forseed, 111 and Terrapoint, and acknowledged by 110, pursuant to which those parties postpone and subordinate all amounts owed to them by 110 to the indebtedness owed by 110 to BMO;
7. postponement and subordination agreements dated August 24, 2018 granted by each of 111 and Terrapoint, and acknowledged by LP, pursuant to which those parties postpone and subordinate all amounts owed to them by the LP to the indebtedness owed by LP to BMO;
8. postponement and subordination agreement dated August 24, 2018, granted by 111 in favour of BMO, and acknowledged by 110 pursuant to which 111 postpones and subordinates all amounts owing by 110 to 111 to the indebtedness of 110 to BMO;
9. postponement and subordination agreement dated August 24, 2018, granted by 111 in favour of BMO, and acknowledged by 110 pursuant to which 111 postpones and subordinates all amounts owing by 110 to 111 to the indebtedness of 110 to BMO;
10. postponement and subordination agreement dated August 24, 2018, granted by Terrapoint in favour of BMO, and acknowledged by 110 pursuant to which 111 postpones and subordinates all amounts owing by 110 to Terrapoint to the indebtedness of 110 to BMO; and
11. pledge of Cash Collateral dated August 24, 2018 granted by 110 pursuant to which 110 pledges to BMO all monies held at any time in account 0004-1810-990 maintained with BMO.