

Vancouver

21-May-20

REGISTRY

FORM 32 (RULE 8-1(4))

No. H 200039
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PEOPLES TRUST COMPANY

Petitioner

AND:

CENSORIO GROUP (HASTINGS & CARLETON)
HOLDINGS LTD.
PETER CENSORIO also known as PETER ANTHONY CENSORIO
and PETER ANTHONY CENSORIO
STRADA 39 TRUST
BANCORP GROWTH MORTGAGE FUND II LTD.
BANCORP BALANCED MORTGAGE FUND II LTD.
BANCORP FINANCIAL SERVICES INC.
PK CAPITAL LTD.
ALL CANADIAN INVESTMENT CORPORATION
FBM CANADA GSD, INC.
MEDINA CONCRETE SERVICES LTD.
TUCUVAN CONSTRUCTION LTD.
OMNI DRYWALL LTD.
1223293 B.C. LTD.
RAHUL GLASS LTD.
SERIN INVESTMENTS LTD.
CLARION PROPERTY CORPORATION
G. I. H. PROPERTIES LTD.
BARRY CHARLES HOLDINGS LTD.
BECISON HOLDING CORPORATION
SANDRA CHAPPELL
CREST CAPITAL CORPORATION
DURHAM CAPITAL MANAGEMENT INC.
YORK VENTURES LTD.
HI-GROVE HOLDINGS (1995) LTD.
DIANE RAUCH
JEFFREY RAUCH
GERHARD RAUCH
HELGA RAUCH
PAVILION INVESTMENTS INC.
RODNEY GRANT KENYON
ALAN LONG
MANDATE MANAGEMENT CORPORATION

Respondents

NOTICE OF APPLICATION

Name of applicant: D. Manning & Associates Inc.

To: The Petitioner, the Respondents and to their respective Solicitors

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at the Law Courts, 800 Smithe Street, Vancouver, British Columbia V6Z 2E1 on MONDAY, MAY 25, 2020, at 9:00 a.m, by teleconference, for the orders set out in Part 1 below.

Part 1: ORDERS SOUGHT

1. An Order Sealing the Affidavit of Alex En Hwa Ng sworn May 20, 2020 attaching a price list of residential units to be sold;
2. An order enhancing the powers of the Receiver and Manager, D. Manning & Associates Inc. ("**Receiver**") appointed by this Court on February 5, 2020 to:
 - a) increase their funding from \$1,500,000 to \$4,350,000;
 - b) pay certain critical pre Receivership expenses to Critical Suppliers;
 - c) and to permit the Receiver to sell units (pursuant to the sealed price list) without further for Court approval in each instance and by obtaining Vesting Orders by way of Desk Order; and
3. An Order directing the Receiver to advise any Pre-Sale Purchasers of units, that the Receiver chooses to disclaim that the Court will hear an appeal of the Receiver's decision if the application is brought within 20 days of the Pre-Sale Purchasers' notice of disclaimer,

all in accordance with the form of order attached as Schedule "A".

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Part 2: FACTUAL BASIS

Receivership History

1. D. Manning & Associates Inc. was appointed Receiver and Manager (the “**Receiver**”) in respect of the assets, undertakings and property of Censorio Group (Hastings & Carleton) Holdings Ltd. (the “**Company**”) relating to a Property at 4223-4229 Hastings Street, Burnaby, British Columbia (the “**Property**”) pursuant to the Order of Mr. Justice Crerar pronounced February 5, 2020.
2. The Property, is a five storey, multi-family condominium project on Hastings Street, in North Burnaby contemplating 28 residential strata lots: 27 residential units, 1 commercial strata lot. It has not yet been strata titled however some presales contracts had been entered into, which are both under current market value and have likely lapsed.
3. The Receiver estimates that in order to complete construction of the Property and improvements to the Property, \$4,350,000 will be required as follows:

(a)	Cost to complete construction	\$1,977,778
(b)	GST on cost to complete construction	94,539
(c)	PST on appliances	10,456
(d)	Critical payables	707,770
(e)	Rennie Developer advisory fee incl. GST (7 months)	36,750
(f)	Rennie Developer Marketing costs incl. GST	170,100
(g)	Tenant improvements for commercial strata unit incl. GST	52,500
(h)	Strata fees	26,133
(i)	2019 property taxes	70,000
(j)	2020 property taxes (estimated)	80,000
(k)	WorkSafeBC	3,438
(l)	Insurance to February 29, 2020	29,745
(m)	Utilities incl. GST	13,650
(n)	Security/alarm incl. GST	10,500
(o)	Equipment rental incl. GST	10,500
(p)	Contracted services incl. GST	34,650
	(accounting, project manager, construction fee)	
(q)	Receiver’s out of pocket expenses incl. GST	5,250

(r)	Receiver and Manager's costs incl. GST	661,500
(s)	Receiver and Manager's legal costs incl. GST/PST	252,000
(t)	Contingency	100,000
	TOTAL	\$4,347,259

4. "Critical Payables" are certain pre-receivership accounts of creditors that the Receiver says must be paid in order to complete certain work necessary for the successful, economic completion of construction on a timely basis. In each case, the Receiver considered a number of factors, including:

- (a) The nature of the outstanding work to be completed;
- (b) The arrears owing to the critical trade, supplier or consultant;
- (c) The amount that could be negotiated with each critical trade, supplier or consultant on account of their arrears in order to entice them to complete outstanding work on a timely basis;
- (d) Whether the outstanding work could be completed by a different trade, supplier or consultant, and if so the cost of doing so and the time delays involved; and
- (e) Whether the consultant is required to obtain signoffs and schedules to be provided.

In certain cases, it will be necessary to pay all arrears in order to keep a critical supplier working to complete its work. In some cases, the Receiver negotiated a partial payment. In some cases, the critical trades and suppliers have agreed to complete their work without first receiving any payment on their arrears, and in some cases critical trades and suppliers refused to complete their work unless they received payments.

5. The Property is valued by the Receiver as follows:

- (a) "As Is" \$15,255,000;
- (b) Completed \$20,200,029.

6. The Receiver reports the secured creditors claims as follows:

- (a) Peoples - \$10,957,362 as at February 5, 2020;
- (b) Bancorp - \$3,991,443 as at February 5, 2020;
- (c) PK Capital - \$787,307 as at February 5, 2020;

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- (d) All Canadian Investment Corporation - \$2,374,468 (approx.) as at February 5, 2020;
- (e) FBM Canada GSB, Inc. – CBL - \$37,273.13 as at February 5, 2020;
- (f) Medina Concrete Services Ltd. – CBL \$33,332.55;
- (g) Tucuvan Construction – CBL \$41,027.71;
- (h) Omni Drywall – CBL \$86,721.18;
- (i) Rahul Glass – CBL \$40,995.50;
- (j) 1223293 – CBL \$28,807.13;
- (k) Lantec Fabricating – CBL \$228,818.50;
- (l) MEC Mechanical – CBL (net) \$165,244;
- (m) Summit Steel – CBL \$80,207;
- (n) Division 9 Contractors – CBL \$36,020;
- (o) Graestone Redi Mix – CBL \$18,339.18;
- (p) Chandler Associates Architecture Inc.-CBL- \$129,582.95;
- (q) Trades Labour Corporation-CBL \$36,270;
- (r) Super Save Fence Rentals Inc.-CBL \$1,419.99;
- (s) Super Save Toilet-CBL \$1,488.22;
- (t) Dick’s Lumber-CBL \$100,815.95;
- (u) Timeline Floors-CBL \$216,570;
- (v) Sunbelt Rentals-CBL \$56,4557;
- (w) AUM Building Science & Engineering-CBL \$4,940;
- (x) BCW Design-CBL \$63,000;
- (y) Greer Spray Foam-CBL \$65,202;
- (z) Greer Contracting-CBL \$4,200.

7. Revisions to Existing Order the order sought increases the Receiver’s funding from \$1,500,000 to \$4,350,000, permits the Receiver to pay some pre-receivership accounts, permits sales without Vesting Orders being required if sales are within in certain parameters and permitting presale purchasers the right to appeal disclaimer notices.

Part 3: LEGAL BASIS

8. Funding in Priority to Lien Claims

- (a) S. 32 of the Builders’ Lien Act,

- (b) 32 (1) Subject to subsection (2), the amount secured in good faith by a registered mortgage as either a direct or contingent liability of the mortgagor has priority over the amount secured by a claim of lien,
- (c) (2) Despite subsection (1), an advance by a mortgagee that results in an increase in the direct or contingent liability of a mortgagor, or both, under a registered mortgage occurring after the time a claim of lien is filed ranks in (3) in a proceeding for the enforcement of a claim of lien,
- (d) (a) the court may order the sale of mortgaged land at an upset price of at least the amount secured by all registered mortgages that have priority over the claim of lien, court ordered costs and the costs of the sale,
- (e) (b) the amount secured by any registered mortgages must be satisfied out of the proceeds of the sale in the order of their priorities and in priority over the claim of lien to the extent provided under this section,
- (f) (4) A mortgagee who applies mortgage money in payment of a claim of lien that has been filed is subrogated to the rights and priority of the lien claimant to the extent of the money applied,
- (g) (5) Despite subsections (1) and (2) or any other enactment, if one or more claims of lien are filed in a land title office in relation to an improvement, a mortgagee may apply to the court for an order that one or more further advances under the mortgage are to have priority over the claims of lien, and
- (h) (6) On an application by a mortgagee under subsection (5), the court must make the order if it is satisfied that
 - i) the advances will be applied to complete the improvement, and
 - ii) the advances will result in an increased value of the land and the improvement at least equal to the amount of the proposed advances.

9. *Citing Bank of Montreal v. Peri Formwork Systems Inc.* (BCCA) at paras 68 & 69:

The purpose of ss. 32(5) and (6), interpreted within the overall scheme of the Builders Lien Act, is consistent with the goal of promoting the interests of multiple stakeholders in the industry by, in specific circumstances, enabling the completion of projects that encounter financial difficulty. The lender must satisfy the court that the advances will increase the value of the land, that the increase in value will at least match the value of the advance, and that the loan will be applied to complete an improvement. These requirements protect the lien holder by providing assurance that the advance will not ultimately increase the proportion of the secured debt ranking in priority to the lien.

The question that remains however is just how broad the Legislature intended the exception to be. In other words, whether the words "further advances" are broad enough to include any loan secured by a mortgage or whether additional advances given by the same mortgagee that are not secured by the pre-existing registered mortgage excluded. I agree with the Bank that the scenario in which ss. 32(5) and (6) come into play will almost always be one of financial difficulty. However, I do not think that the plain meaning of s. 32(5) may be stretched so far that, upon application by the creditor, any loan secured by a mortgage may fit within s. 32(5). This is an overly broad construction of the provision in question. It is both inconsistent with the plain meaning of the provisions and unnecessary to fulfil the remedial purposes of the Act. To give the words "further advances" any meaning, the Legislature must be presumed to have intended there be a link to the original mortgage. In this case there was no link because of the order nisi and the existence of a new loan secured by an entirely new charge. I cannot read this legislation as extending so far as is contended for by the respondent Bank.

10. The funding of the Receiver's costs by the Petitioner are for the benefit of all stakeholders.

General

11. The Petitioner will rely upon the law of contract, s. 39 of the Law and Equity Act, s. 243(1) of the BIA, the Personal Property Security Act including s. 66, the Builders' Lien Act including s.32 the Supreme Court Civil Rules including 8-5, 10-1, 10-2, 10-4 and 14-1 and the inherent jurisdiction of this Court.

Part 4: MATERIAL TO BE RELIED ON

1. The Order of Mr. Justice Crerar, pronounced February 5, 2020 herein.
2. The First Receiver's Report.
3. Affidavit #1 Alex En Hwa Ng made May 20, 2020.

The applicant(s) estimate(s) that the application will take 30 minutes.

This matter is NOT within the jurisdiction of a master.

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 proceedings, 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: May 20, 2020

Signature of lawyer for applicant(s)
Alan A. Frydenlund, Q.C.

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 [] Master

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"

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No. H 200039
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PEOPLES TRUST COMPANY

Petitioner

AND:

CENSORIO GROUP (HASTINGS & CARLETON)
HOLDINGS LTD.
PETER CENSORIO also known as PETER ANTHONY CENSORIO
and PETER ANTHONY CENSORIO
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RODNEY GRANT KENYON
ALAN LONG
MANDATE MANAGEMENT CORPORATION

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF
CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD.**

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
)
MADAM JUSTICE FITZPATRICK) MONDAY, THE 25TH DAY OF MAY, 2020
)

ON THE APPLICATION of the Receiver and Manager, D. MANNING & ASSOCIATES INC., (“Receiver”) coming on for hearing this day by teleconference, at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Alex En Hwa Ng sworn May 20, 2020 and the First Report of the Receiver dated April 16, 2020 (“**First Receiver’s Report**”) and the pleadings filed herein; AND ON HEARING Alan A. Frydenlund QC, Counsel for the Receiver and other counsel as listed on Schedule C hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

SEALING OF PRICE LIST

1. Affidavit #1 of Alex En Hwa Ng sworn May 20, 2020 (“Price List Affidavit”) be and the same is hereby sealed until the earlier of further Order of this Court or the completion of the sale of the final residential strata lot.

RECEIVER’S POWERS

2. Pursuant to the Order of Mr. Justice Crerar pronounced February 5, 2020, appointing the Receiver herein (“**Initial Receivership Order**”) that the Receiver’s powers are hereby enhanced and extended to as follows:
 - (a) to permit the Receiver to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, without the approval of this Court, for the sale of any residential strata lots if the gross selling price is no less the column headed “95% of suggested list price” in the Price List Affidavit sealed herein to obtain vesting orders by way of Desk Order to be issued by the Registry of this Court substantially in the form attached hereto as Schedule A, on the application of the Receiver supported by affidavit from the Receiver attaching a copy of the contract(s) of Purchase and Sale and certifying that gross selling price is within the limits as particularized in the Price List Affidavit.
 - (b) to increase the advances that the Receiver may receive from the Petitioner for from \$1,500,000, as provided for in the Initial Receivership Order, to \$4,350,000 (which amount may also be further increased be either by the agreement of the parties hereto or further Order of this Court) which advances will remain in full priority to all Respondents and all Claims of Builders’ Lien, pursuant to s. 32(5) of the *Builders’ Lien Act* S.B.C. 1997 c.45.

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RECEIVER'S DIRECTIONS

- 3. Pursuant to the Initial Receivership Order the Receiver is directed to advise any and all purchasers under presale contracts that the Receiver chooses to disclaim that the prospective purchaser may, within 20 days of receipt of the Receiver's notice to disclaim a presale contract, to apply to this Court to make submissions as to why their pre-sale contract should be enforceable as against the Receiver herein in accordance with the form of Notice to Disclaim as attached in Schedule B hereto.
- 4. To pay any Critical Payments as defined in the First Receiver's Report.
- 5. Endorsement of this Order by counsel appearing on this application other than 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:

APPROVED BY:

BY THE COURT

 Signature of Alan A. Frydenlund QC
 lawyer for Receiver and Manager

 REGISTRAR

Schedule A
Form of Vesting Order

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PEOPLES TRUST COMPANY

Petitioner

AND:

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 ALAN LONG
 MANDATE MANAGEMENT CORPORATION

Respondents

**ORDER MADE AFTER APPLICATION
(ORDER APPROVING SALE)**

BEFORE) MASTER _____) _____, THE
)) _____ DAY OF
) _____, 2020

ON THE APPLICATION of D. MANNING & ASSOCIATES INC. ("Receiver") coming on for hearing at the Vancouver Court Registry, 800 Smithe Street, Vancouver, British Columbia on the _____ day of _____, 2020 and on reading Affidavit #◆ of ◆ the Receiver sworn ◆ and the Order of Madam Justice Fitzpatrick pronounced May 25, 2020 herein:

THIS COURT ORDERS THAT:

- 1. The sale of the following the lands and premises:
 - ◆
(the "Lands")
to ◆, of ◆, or if amended or assigned by the Purchaser(s) and agreed to by the Receiver, as set out in a letter from the solicitors for the Receiver, on the terms and conditions set out in the Contract of Purchase and Sale dated ◆ for the sum of \$◆ is hereby approved.
- 2. Upon filing a certified copy of this Order in the New Westminster Land Title Office together with a letter from the ◆Petitioner's solicitor authorizing such registration and subject to the terms of this Order, the Lands be conveyed to and vest in the Purchaser(s), ◆, in fee simple, ◆as Joint Tenants or tenants in common◆, free and clear of any estate, right, title, interest, equity of redemption, and other claims of the parties, except the reservations, provisos, exceptions, and conditions expressed in the original grant(s) thereof from the Crown.
- 3. The dates for completion, adjustment and possession be set at ◆ or so soon before or so soon thereafter as the Receiver and the Purchaser(s),◆, shall agree.
- 4. The net purchase price after adjustments shall be paid to OWEN BIRD LAW CORPORATION, in trust, and shall be paid out in accordance with the following priorities without further order:
 - a) in payment of any outstanding property taxes (and utilities, as noted on a municipal tax certificate), water and sewer rates, and interest and penalties thereon;
 - b) in payment of real estate commission and GST;

- c) ♦to The Owners, Strata Plan ♦, the amount appropriately due pursuant to Section 116 of the *Strata Property Act*;
- d) to the Receiver to the credit of this proceeding.

5. For the purpose of issuing title and in respect of the Lands, the following charges, liens, encumbrances, caveats, mortgages, and certificates of pending litigation be cancelled insofar as they apply to the Lands:

RESPONDENTS	NATURE OF INTERESTS	REGISTRATION NUMBERS
PEOPLES TRUST COMPANY	Mortgage	CA6245585
	Assignment of Rents	CA6245586
	Certificate of Pending Litigation	CA7994287
	Certificate of Pending Litigation	CA7996226
BANCORP GROWTH MORTGAGE FUND II LTD., BANCORP BALANCED MORTGAGE FUND II LTD. and BANCORP FINANCIAL SERVICES INC.	Mortgage	CA6245684 modified by CA7557828
	Assignment of Rents	CA6245685 modified by CA7557829
PK CAPITAL LTD.	Mortgage	CA7219414
	Assignment of Rents	CA7219415
ALL CANADIAN INVESTMENT CORPORATION	Certificate of Pending Litigation	CA7750158
FBM CANADA GSD, INC.	Claim of Builders Lien	CA7847746
MEDINA CONCRETE SERVICES LTD.	Claim of Builders Lien	CA7883860
TUCUVAN CONSTRUCTION LTD.	Claim of Builders Lien	CA7914853
OMNI DRYWALL LTD.	Claim of Builders Lien	CA7929493
1223293 B.C. LTD.	Claim of Builders Lien	CA7992704
RAHUL GLASS LTD.	Claim of Builders Lien	CA7995006

together with any other charges, liens, encumbrances, caveats, mortgages, or certificates of pending litigation registered against the Lands subsequent to the Petitioner's Certificate of Pending Litigation No. CA7996226.

6. The Respondents, CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., PETER CENSORIO also known as PETER ANTHONY CENSORIO and PETER ANTHONY CENSORIO and STRADA 39 TRUST, their heirs, executors and assigns, or any person or persons on behalf of the said Respondent, including any person or persons in possession of the Lands immediately deliver up to the Petitioner, or to who they shall appoint in writing, possession of the Lands or such part thereof as may be in the possession of the Respondents, CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., PETER CENSORIO also known as PETER ANTHONY CENSORIO and PETER ANTHONY CENSORIO and STRADA 39 TRUST.

7. The parties may apply for such further direction as may be necessary to carry out this Order.

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

Signature of lawyer for the Receiver,
Alan A. Frydenlund, Q.C.

By the Court.

Registrar

Schedule B
Notice to Disclaim

Notice to Pre-Sale Purchaser(s) to Disclaim Pre-Sale Contract

Re: Receivership of Censorio Group (Hastings & Carleton) Holdings Ltd. ("Censorio")

To: _____ Pre-Sale Purchaser(s)

Take notice that pursuant to the Order of Mr. Justice Crerar pronounced February 5, 2020, ("Order") D. Manning & Associates Inc. was appointed Receiver and Manager ("Receiver") of Censorio with the authority to cease to perform any contracts of Censorio.

The Receiver hereby gives you Notice that they disclaim your contract to purchase _____ ("Pre-Sale Contract").

This disclaimer of the Pre-Sale Contract will become effective forthwith.

Pursuant to the Order of Madam Justice Fitzpatrick pronounced May 25, 2020 herein, you may apply to the court, within 20 days after the day on which you receive this notice, for a declaration your Pre-Sale Contract should be enforceable as against the Receiver.

If you make such an application to the court on notice to the Receiver, and such parties as the Court may direct, the Court will hear your application.

Dated at Vancouver, B.C., this _____ day of _____ 2020.

D. Manning & Associates Inc. as Receiver and)
Manager of Censorio Group (Hastings &)
Carleton) Holdings Ltd., and not in its personal)
capacity:)
_____)
_____)

Schedule C
Counsel Appearing

**IN THE SUPREME COURT OF BRITISH
COLUMBIA**

BETWEEN:

PEOPLES TRUST COMPANY

Petitioner

AND:

CENSORIO GROUP (HASTINGS & CARLETON)
HOLDINGS LTD., PETER CENSORIO also known as PETER
ANTHONEY CENSORIO and PETER ANTHONY CENSORIO,
STRADA 39 TRUST, BANCORP GROWTH MORTGAGE FUND II
LTD., BANCORP BALANCED MORTGAGE FUND II LTD.,
BANCORP FINANCIAL SERVICES INC., PK CAPITAL LTD., ALL
CANADIAN INVESTMENT CORPORATION, FBM CANADA GSD,
INC., MEDINA CONCRETE SERVICES LTD., TUCUVAN
CONSTRUCTION LTD., OMNI DRYWALL LTD., 1223293 B.C.
LTD., RAHUL GLASS LTD., SERIN INVESTMENTS LTD.,
CLARION PROPERTY CORPORATION, G. I. H. PROPERTIES
LTD., BARRY CHARLES HOLDINGS LTD., BECISON HOLDING
CORPORATION, SANDRA CHAPPELL, CREST CAPITAL
CORPORATION, DURHAM CAPITAL MANAGEMENT INC.,
YORK VENTURES LTD., HI-GROVE HOLDINGS (1995) LTD.,
DIANE RAUCH, JEFFREY RAUCH, GERHARD RAUCH, HELGA
RAUCH, PAVILION INVESTMENTS INC., RODNEY GRANT
KENYON, ALAN LONG and MANDATE MANAGEMENT
CORPORATION

NOTICE OF APPLICATION

OWEN BIRD LAW CORPORATION
P.O. Box 49130
Three Bentall Centre
2900 - 595 Burrard Street
Vancouver, BC V7X 1J5
Attention: Alan A. Frydenlund, Q.C.
File No. 23024-0093