



Court File No. VLC-S-H-241077
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

PETITIONER

AND:

KAISER WEBER PROPERTIES INC.
CONCOST CONSULTANTS INC.
CONCOST HOLDINGS INC.
CONCOST MANAGEMENT INC.
CONCOST SERVICES INC.
KAISER LANDEN PROJECTS INC.
KAISER WEBER CONSULTING INC.
QUARRY ROCK DEVELOPMENTS INC.
QRD (FRASER HIGHWAY) HOLDINGS INC.
MATTHEW KARL WEBER
RICHARD NORMAN LAWSON
551727 B.C. LTD.

RESPONDENTS

AFFIDAVIT

I, LAWRENCE LEE, Specialist, Special Accounts, of Suite 1500, 1133 Melville Street, in the City of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Specialist, Special Accounts, employed by Business Development Bank of Canada, the Petitioner herein, and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where stated to be upon information and belief and where so stated I verily believe them to be true.

2. I am authorized by the Petitioner to make this Affidavit.
3. These are foreclosure proceedings having been commenced by Petition filed November 22, 2024 (the “**Petition**”) with respect to certain lands and premises described as follows:

Parcel Identifier No.: 005-419-450
Lot 236 District Lot 36 Group 2 New Westminster District Plan
55940

(the “**Lands**”);

4. Attached as **Exhibit “A”** to this my Affidavit is a true copy of the Petition.
5. On January 23, 2025, the Petitioner obtained Order Nisi of Foreclosure (the “**Order Nisi**”) with a six-month redemption period.
6. Attached as **Exhibit “B”** to this my Affidavit is a true copy of the Order Nisi.
7. Attached as **Exhibit “C”** to this my Affidavit is a true copy of a title search of the Lands that are being foreclosed upon.
8. The Lands are located at 20436 Fraser Highway in the City of Langley, British Columbia.
9. Attached as **Exhibit “D”** to this my Affidavit is a true copy of a photograph of the Lands obtained on Google Maps showing the building that is located on the Lands.
10. Title to the Lands is registered in the name of QRD (Fraser Hwy) Holdings Inc. (“**QRD**”).

11. Attached as **Exhibit “E”** to this my Affidavit is a true copy of a company search of QRD showing the sole director as being Matthew K. Weber.
12. QRD holds the Lands in trust for the beneficial owner, Kaiser Weber Properties Inc. (“KW”).
13. Attached as **Exhibit “F”** to this my Affidavit is a true copy of a company search of KW showing the sole director as being Matthew K. Weber.
14. Attached as **Exhibit “G”** to this my Affidavit is a true copy of an Order in the Supreme Court of British Columbia in Bankruptcy and Insolvency made the 24th day of February, 2025, that Matthew Karl Weber be adjudged a bankrupt.
15. I have been informed by Douglas B. Hyndman, lawyer for the Petitioner, and do verily believe that an undischarged bankrupt cannot act as a director of a B.C. company.
16. The Petitioner is concerned that, among other things, as a result of the bankruptcy of Matthew Karl Weber, the sole director of QRD and KW there is no-one in control of either QRD or KW, resulting in the Petitioner’s security being in jeopardy.
17. Attached as **Exhibit “H”** to this my Affidavit is a true copy of a Property Tax Certificate for the Lands, showing arrears of property taxes for 2024 of \$96,893.00.
18. I have also been made aware of a lease that is currently being negotiated in respect of a portion of the Lands, which leaves those negotiations in a state of flux and, if concluded, valid execution of any finalized lease in doubt.

19. As far as the Petitioner is aware, the Lands are tenanted with an English language school by the name of New Directions English Language and a restaurant by the name of Yamit or One Way Gourmet.
20. In order to maintain the building located on the Lands, collect the rents and arrange for the payment of any and all protective disbursements relating to the maintenance of the building, the Petitioner is seeking the appointment of D. Manning & Associates Inc. as Receiver Manager in accordance with the terms of the minutes of form of Order attached to the Notice of Application herein.

QRD (FRASER HWY) LIMITED PARTNERSHIP

21. From a historical review of the companies and entities incorporated and formed to acquire the Lands, it would appear that it was the original intention to have the Lands held through a limited partnership.
22. Attached as **Exhibit "I"** to this my Affidavit is a true copy of a Limited Partnership Summary showing that QRD (Fraser Hwy) Limited Partnership (the "**LP**") was formed March 25, 2022.
23. Given that the Lands were transferred in April of 2022, it would appear that the LP was formed in anticipation of the LP taking title to the Lands through its GP, QRD (Fraser Hwy) GP Inc.
24. However, that does not appear to have occurred and, instead, title to the Lands was taken in the name of the Respondent QRD (Fraser Hwy) Holdings Inc., which holds the Lands in trust for the Respondent, Kaiser Weber Properties Inc.

25. Seemingly in anticipation of the LP holding title to the Lands, one of the leases shows the landlord as being the LP. That is incorrect given the current title holding of the Lands in the name of QRD.
26. Attached as **Exhibit "J"** to this my Affidavit is the first page of that lease showing the LP as being the landlord.
27. The LP was dissolved October 31, 2024.
28. In the circumstances, it would be appropriate that any lease payments that are to be made with respect to the New Directions lease naming QRD (Fraser Hwy) LP as the landlord ought also to be paid to the Receiver as part of any Order that is pronounced herein, being rents derived from the Lands.
29. Attached as **Exhibit "K"** to this my Affidavit is a true copy of the consent of D. Manning & Associates Inc. to act as Receiver in these proceedings in respect of the Lands.
30. I believe that it is necessary and appropriate in the circumstances to have this property secured and maintained for the benefit of all concerned.

SWORN BEFORE ME at the City
of Vancouver, in the Province of
British Columbia, this 10th
day of April, 2025.



A Commissioner for taking Affidavits
for British Columbia.



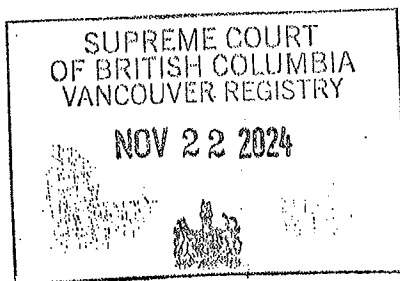
LAWRENCE LEE

Douglas B. Hyndman
Barrister & Solicitor
1100 - 505 Burrard Street
Vancouver, B.C. V7X 1M5
Telephone: (604) 331-8300

This is Exhibit "A" to Affidavit #2 of
Lawrence Lee sworn before me at the
City of Vancouver, in the Province of
British Columbia, this 10th day of
April, 2025.



Commissioner for taking Affidavits for
British Columbia.



2

Court File No. H-241077
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

PETITIONER

AND:

KAISER WEBER PROPERTIES INC.
CONCOST CONSULTANTS INC.
CONCOST HOLDINGS INC.
CONCOST MANAGEMENT INC.
CONCOST SERVICES INC.
KAISER LANDEN PROJECTS INC.
KAISER WEBER CONSULTING INC.
QUARRY ROCK DEVELOPMENTS INC.
QRD (FRASER HWY) HOLDINGS INC.
MATTHEW KARL WEBER
RICHARD NORMAN LAWSON
551727 B.C. LTD.

RESPONDENTS

PETITION TO THE COURT

ON NOTICE TO:

Kaiser Weber Properties Inc.
13450 - 102 Avenue, Suite 1500
Surrey, BC V3T 5X3

Concost Holdings Inc.
20436 Fraser Highway, Unit 202
Langley, BC V3A 4G2

Concost Services Inc.
13401 - 108 Avenue, Unit 1450
Surrey, BC V3T 5T3

Kaiser Weber Consulting Inc.
13450 - 102 Avenue, Suite 1500
Surrey, BC V3T 5X3

Concost Consultants Inc.
13401 - 108 Avenue, Unit 1450
Surrey, BC V3T 5T3

Concost Management Inc.
13401 - 108 Avenue, Unit 1450
Surrey, BC V3T 5T3

Kaiser Landen Projects Inc.
13450 - 102 Avenue, Suite 1500
Surrey, BC V3T 5X3

Quarry Rock Developments Inc.
13450 - 102 Avenue, Suite 1500
Surrey, BC V3T 5X3

QRD (Fraser Hwy) Holdings Inc.
13450 - 102 Avenue, Suite 1500
Surrey, BC V3T 5X3

Richard Norman Lawson
5489 Byrne Road, Suite 102
Burnaby, BC V5J 3J1

Matthew Karl Weber
2875 - 204 Street
Langley, BC V2Z 2C7

551727 B.C. Ltd.
200 - 8120 - 128 Street
Surrey, BC V3W 1R1

The address of the registry is: 800 Smithe Street
Vancouver, British Columbia V6Z 2E1

The Petitioner estimates that the hearing of the petition will take 5 minutes if unopposed.

[Check whichever one of the following boxes is correct.]

- ☐ This matter is an application for judicial review.
☒ this matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below by

- ☐ the person(s) named as petitioner(s) in the style of proceedings above
☒ Business Development Bank of Canada (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 reside anywhere within Canada, within 21 days after the date on which a copy of the filed Petition was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed Petition was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed Petition was served on you, or
- (d) if the time for response has been set by order of the court, within that time.

(1)	<p>The address of the registry is:</p> <p>800 Smithe Street, Vancouver, British Columbia V6Z 2E1</p>
(2)	<p>The ADDRESS FOR SERVICE of the Petitioner is:</p> <p>c/o Kornfeld LLP 1100 One Bentall Centre, 505 Burrard Street, Box 11 Vancouver, British Columbia V7X 1M5 (Attention: Douglas B. Hyndman)</p>
(3)	<p>The name and office address of the Petitioner's lawyer is:</p> <p>Kornfeld LLP 1100 One Bentall Centre, 505 Burrard Street, Box 11 Vancouver, British Columbia V7X 1M5 (Attention: Douglas B. Hyndman) Email: dhyndman@kornfeldllp.com</p>

ENDORSEMENT ON ORIGINAL PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

The Petitioner claims the right, if necessary, to serve this Petition on the Respondents, or any of them, outside British Columbia on the ground, *inter alia*, that the proceeding is brought to enforce, assert, declare or determine proprietary or possessory rights or a security interest in property in British Columbia that is

immovable or movable property pursuant to Subsection 10(a) of the *Court Jurisdiction and Proceedings Transfer Act* (the "Act"); and on the ground that the proceeding concerns contractual obligations pursuant to Subsection 10(e) of the Act; and on the grounds that the proceeding is brought to interpret, rectify, set aside or enforce a deed, will, contract or other instrument in relation to property in British Columbia that is immovable or movable property in accordance with sub-paragraph 10(c)(i) of the Act or moveable property anywhere of a deceased person who at the time of death was ordinarily resident in British Columbia in accordance with sub-paragraph 10(c)(ii) of the Act.

CLAIM OF THE PETITIONER

Part 1: ORDER(S) SOUGHT

1. A declaration that a mortgage and assignment of rents (collectively, the "**Mortgage**") made in writing dated September 22, 2023, between the Respondent, QRD (Fraser Hwy) Holdings Inc. ("**QRD**"), as Mortgagor and the Petitioner as Mortgagee, which Mortgage was registered in the New Westminster Land Title Office on September 29, 2023 under Nos. CB923416 and CB923417, is a mortgage and assignment of rents which are first financial charges on the following lands and premises:

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Langley, in the Province of British Columbia and more particularly known and described as:

Parcel Identifier No.: 005-419-450
Lot 236 District Lot 36 Group 2 New Westminster District Plan
55940

(the "**Lands**")

in priority to all of the right, title and interests of the Respondents (together with their heirs, executors, administrators and assigns and all persons claiming by, through or under them) and any interest in the Lands registered subsequent to the Petitioner's Certificate of Pending Litigation in these proceedings;

2. A declaration that by a Beneficiary Authorization and Charge Agreement dated September 22, 2023 (the "**Beneficial Charge Agreement**"), the Respondent QRD (Fraser Hwy) Holdings Inc. ("**QRD**") charged its beneficial interest in the Lands in favour of the Petitioner (the Mortgage and the Beneficial Charge Agreement are hereinafter sometimes collectively referred to as the "**Land Security**").
3. A declaration that a general security agreement executed by the Respondent Kaiser Weber Properties Inc. ("**Kaiser Weber**") on or about September 22, 2023 (the "**Kaiser Weber Security Agreement**"), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808939P, is a financial charge on all of the present and after-acquired personal property of the Respondent Kaiser Weber including, without limitation, fixtures, crops and licences, excluding consumer goods, as defined in the British Columbia *Personal Property Security Act*, together with an uncrystallized floating charge on land, wherever situate and as described in the Kaiser Weber Security Agreement (the "**Kaiser Weber Charged Property**") in priority to the interest therein or claims thereto of the Respondents;
4. A declaration that a general security agreement executed by the Respondent Concost Consultants Inc. ("**Consultants**") on or about September 22, 2023 (the "**Consultants Security Agreement**"), and registered in the Personal

Property Registry on September 25, 2023, under Base Registration No. 809010P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Consultants Security Agreement (the “**Consultants Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;

5. A declaration that a general security agreement executed by the Respondent Concost Holdings Inc. (“**Holdings**”) on or about September 22, 2023 (the “**Holdings Security Agreement**”), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808994P, is a financial charge on all of the present and after-acquired personal property of the Respondent Holdings as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Holdings Security Agreement (the “**Holdings Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;
6. A declaration that a general security agreement executed by the Respondent Concost Management Inc. (“**Management**”) on or about September 22, 2023 (the “**Management Security Agreement**”), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 809002P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Management Security Agreement (the “**Management Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;

7. A declaration that a general security agreement executed by the Respondent Concost Services Inc. ("**Services**") on or about September 22, 2023 (the "**Services Security Agreement**"), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 809029P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Services Security Agreement (the "**Services Charged Property**") in priority to the interest therein or claims thereto of the Respondents;
8. A declaration that a general security agreement executed by the Respondent Kaiser Landen Projects Inc. ("**Kaiser Landen**") on or about September 22, 2023 (the "**Kaiser Landen Security Agreement**"), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 809006P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Kaiser Landen Security Agreement (the "**Kaiser Landen Charged Property**") in priority to the interest therein or claims thereto of the Respondents;
9. A declaration that a general security agreement executed by the Respondent Kaiser Weber Consulting Inc. ("**KW Consulting**") on or about September 22, 2023 (the "**KW Consulting Security Agreement**"), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808984P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described

in the KW Consulting Security Agreement (the “**KW Consulting Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;

10. A declaration that a general security agreement executed by the Respondent Quarry Rock Developments Inc. (“**Quarry Rock**”) on or about September 22, 2023 (the “**Quarry Rock Security Agreement**”), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808965P is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Quarry Rock Security Agreement (the “**Quarry Rock Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;
11. A declaration that a general security agreement executed by the Respondent QRD on or about September 22, 2023 (the “**QRD Security Agreement**”), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808947P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the QRD Security Agreement (the “**QRD Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;
12. A declaration that the Land Security, the Kaiser Weber Security Agreement, the Consultants Security Agreement, the Holding Security Agreement, the Management Security Agreement, the Services Security Agreement, the Kaiser Landen Security Agreement, the KW Consulting Security Agreement,

the QRD Security Agreement and the Quarry Rock Security Agreement (collectively, the "**Security**") are in default and that all monies secured by the Security are now due and owing;

13. A declaration that the amount required to redeem the Security is \$11,557,776.37 as at October 31, 2024, together with interest thereon at the fixed rate of 6.95% per year, calculated and compounded monthly, not in advance, from and including November 1, 2024 up to and including the date of payment, to accrue until the Security is redeemed or the Lands, the Kaiser Weber Charged Property, the Consultants Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property are sold, whether or not redemption or sale occurs prior to or after the last date set for redemption, all as set out below, plus the costs of the Petitioner on a full indemnity basis (or upon such other basis as this Honourable Court may order), plus any Summary Accounting Amounts (all of which amounts are collectively referred to as the "**Redemption Amount**");
14. An Order setting the redemption period, if any;
15. An Order that unless the Respondents or any of them pay the Redemption Amount into Court prior to the last date for redemption, the Petitioner shall be at liberty to apply for an Order Absolute of Foreclosure in respect of the Security and upon pronouncement of Order Absolute of Foreclosure the Respondents and each of them and their respective heirs, executors, administrators, successors and assigns and all persons claiming by, through or under them shall be foreclosed of all right, title, interest, estate and equity of

redemption in or to the Security, the Lands, the Kaiser Weber Charged Property, the Consultants Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property and that thereupon the Petitioner do recover vacant possession of the Lands, the Kaiser Weber Charged Property, the Consultants Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property;

16. An Order that the Petitioner do recover judgment against the Respondent, Kaiser Weber Properties Inc., for the Redemption Amount together with the Petitioner's costs of this proceeding on a full indemnity basis;
17. An Order that the Petitioner do recover judgment against the Respondent, Concost Consultants Inc., in the amount of \$11,557,776.37 as at October 31, 2024, together with interest thereon in accordance with the terms of the Consultants Guarantee (as defined below), from and including November 1, 2024, up to and including the date of judgment and together with the Petitioner's costs of this proceeding on a full indemnity basis;
18. An Order that the Petitioner do recover judgment against the Respondent, Concost Holdings Inc., in the amount of \$11,557,776.37 as at October 31, 2024, together with interest thereon in accordance with the terms of the Holdings Guarantee (as defined below), from and including November 1, 2024, up to and including the date of judgment and together with the Petitioner's costs of this proceeding on a full indemnity basis;

(12)

19. An Order that the Petitioner do recover judgment against the Respondent, Concost Management Inc., in the amount of \$11,557,776.37 as at October 31, 2024, together with interest thereon in accordance with the terms of the Management Guarantee (as defined below), from and including November 1, 2024, up to and including the date of judgment and together with the Petitioner's costs of this proceeding on a full indemnity basis;
20. An Order that the Petitioner do recover judgment against the Respondent, Concost Services Inc., in the amount of \$11,557,776.37 as at October 31, 2024, together with interest thereon in accordance with the terms of the Services Guarantee (as defined below), from and including November 1, 2024, up to and including the date of judgment and together with the Petitioner's costs of this proceeding on a full indemnity basis;
21. An Order that the Petitioner do recover judgment against the Respondent, Kaiser Landen Projects Inc., in the amount of \$11,557,776.37 as at October 31, 2024, together with interest thereon in accordance with the terms of the Kaiser Landen Guarantee (as defined below), from and including November 1, 2024, up to and including the date of judgment and together with the Petitioner's costs of this proceeding on a full indemnity basis;
22. An Order that the Petitioner do recover judgment against the Respondent, Kaiser Weber Consulting Inc., in the amount of \$11,557,776.37 as at October 31, 2024, together with interest thereon in accordance with the terms of the KW Consulting Guarantee (as defined below), from and including November 1, 2024, up to and including the date of judgment and together with the Petitioner's costs of this proceeding on a full indemnity basis;

23. An Order that the Petitioner do recover judgment against the Respondent, Quarry Rock Developments Inc., in the amount of \$11,557,776.37 as at October 31, 2024, together with interest thereon in accordance with the terms of the Quarry Rock Guarantee (as defined below), from and including November 1, 2024, up to and including the date of judgment and together with the Petitioner's costs of this proceeding on a full indemnity basis;
24. An Order that the Petitioner do recover judgment against the Respondent, QRD (Fraser Hwy) Holdings Inc., in the amount of \$11,557,776.37 as at October 31, 2024, together with interest thereon in accordance with the terms of the QRD Guarantee (as defined below), from and including November 1, 2024, up to and including the date of judgment and together with the Petitioner's costs of this proceeding on a full indemnity basis;
25. An Order that the Petitioner do recover judgment against the Respondents, Matthew Karl Weber and Richard Norman Lawson, jointly and severally, in the amount of \$2,889,444.09 as at October 31, 2024, together with interest thereon in accordance with the terms of the Weber Lawson Guarantee (as defined below), from and including November 1, 2024, up to and including the date of judgment and together with the Petitioner's costs of this proceeding on a full indemnity basis;
26. An Order for the appointment of a receiver or receiver-manager of all or any of the Lands, the Kaiser Weber Charged Property, the Consultants Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property;
27. An Order directing the issuance of a Certificate of Pending Litigation;

28. An Order for Sale of all or any of the Lands, the Kaiser Weber Charged Property, the Consultants Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property with the Petitioner having exclusive conduct thereof;
29. An Order for occupation rent;
30. An Order that the Petitioner may apply for a further summary accounting of amounts owed to the Petitioner for interest or as reimbursement for payments made for protective disbursements including, but not limited to, taxes, arrears of taxes, insurance premiums, strata charges or appraisals or for inspecting, repairing or maintaining the Lands and any premises located thereon, all or any of the Kaiser Weber Charged Property, the Consultants Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property or for other expenses or costs which the Petitioner may incur before or after the date of the Order Nisi, before an Associate Judge in Chambers or by reference to the office of the District Registrar (collectively, the **"Summary Accounting Amounts"**);
31. An Order for costs of and in connection with this proceeding;
32. An Order for all necessary accounts, directions and enquiries and for such further or other relief as this Honourable Court deems appropriate.

Part 2: FACTUAL BASIS

1. The Petitioner is a financial institution wholly owned by the government of Canada and operating pursuant to the Business Development Bank of Canada Act, S.C. 1995, c.28 and has an address for delivery for the purposes of this proceeding of 1100 - 505 Burrard Street, Vancouver, British Columbia.
2. Pursuant to a letter of offer to the Respondent Kaiser Weber dated September 13, 2023 and accepted by the Respondents Kaiser Weber, Consultants, Holdings, Management, Services, Kaiser Landen, KW Consulting, Quarry Rock, QRD, Matthew Karl Weber and Richard Norman Lawson on September 13, 2023 (the "**Letter of Offer**"), as amended by letter agreement dated September 26, 2023, the Petitioner the Petitioner agreed, subject to the conditions precedent set out therein, to advance (and subsequently did advance) the sum of \$13,150,000.00 to the Respondent Kaiser Weber by way of loan (the "**Loan**") at its request, upon terms and conditions whereby the Respondent Kaiser Weber agreed to repay the Petitioner the sum of \$13,150,000.00, the Guarantors agreed to pay the guaranteed portion of the Loan, and all agreed to pay interest thereon at the fixed rate per annum of 6.95% per year, calculated and compounded monthly, not in advance.
3. By the Mortgage, the Respondent QRD did grant and mortgage unto the Petitioner the Lands to secure repayment of all of QRD's present and future debts, liabilities and obligations to the Petitioner, together with interest thereon at such rate as may be agreed upon from time to time in writing between the Petitioner, Kaiser Weber and QRD, all as more particularly described in the Land Security, the Security and the Letter of Offer.

4. The Mortgage was registered in the New Westminster Land Title Office on September 29, 2023 under Nos. CB923416 and CB923417.
5. The Respondent Kaiser Weber is the beneficial owner of the Lands.
6. The Respondent QRD is the registered owner and holder of title to the Lands and as Trustee for the beneficial owner, the Respondent Kaiser Weber.
7. By the Beneficial Charge Agreement, the Respondent QRD charged its beneficial interest in the Lands to the Petitioner to secure repayment of all present and future debts, liabilities and obligations to the Petitioner, together with interest thereon at such rate as may be agreed upon from time to time in writing between the Petitioner, Kaiser Weber and QRD, all as more particularly described in the Security and the Letter of Offer.
8. By the Kaiser Weber Security Agreement made in writing dated September 22, 2023 and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808939P, the Respondent Kaiser Weber charged all of the present and after-acquired personal property of the Respondent Kaiser Weber, wherever situate and as described in the Kaiser Weber Security Agreement, in favour of the Petitioner and in priority to the interest therein or claims thereto of the Respondents to secure repayment of all of the Respondent Kaiser Weber's present and future debts, liabilities and obligations to the Petitioner, together with interest thereon at such rate as may be agreed upon from time to time in writing between the Petitioner and Kaiser Weber, all as more particularly described in the Mortgage, the Security and the Letter of Offer.

9. By the Consultants Security Agreement made in writing dated September 22, 2023 and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 809010P, the Respondent Consultants charged all of the present and after-acquired personal property of the Respondent Consultants, wherever situate and as described in the Consultants Security Agreement, in favour of the Petitioner and in priority to the interest therein or claims thereto of the Respondents to secure repayment of all of the Respondent Consultants' present and future debts, liabilities and obligations to the Petitioner, together with interest thereon at such rate as may be agreed upon from time to time in writing between the Petitioner and Consultants, all as more particularly described in the Mortgage, the Security and the Letter of Offer.
10. By the Holdings Security Agreement made in writing dated September 22, 2023 and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808994P, the Respondent Holdings charged all of the present and after-acquired personal property of the Respondent Holdings, wherever situate and as described in the Holdings Security Agreement, in favour of the Petitioner and in priority to the interest therein or claims thereto of the Respondents to secure repayment of all of the Respondent Holdings' present and future debts, liabilities and obligations to the Petitioner, together with interest thereon at such rate as may be agreed upon from time to time in writing between the Petitioner and Holdings, all as more particularly described in the Mortgage, the Security and the Letter of Offer.
11. By the Management Security Agreement made in writing dated September 22, 2023 and registered in the Personal Property Registry on September 25, 2023,

under Base Registration No. 809002P, the Respondent Management charged all of the present and after-acquired personal property of the Respondent Management, wherever situate and as described in the Management Security Agreement, in favour of the Petitioner and in priority to the interest therein or claims thereto of the Respondents to secure repayment of all of the Respondent Management's present and future debts, liabilities and obligations to the Petitioner, together with interest thereon at such rate as may be agreed upon from time to time in writing between the Petitioner and Management, all as more particularly described in the Mortgage, the Security and the Letter of Offer.

12. By the Services Security Agreement made in writing dated September 22, 2023 and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 809029P, the Respondent Services charged all of the present and after-acquired personal property of the Respondent Services, wherever situate and as described in the Services Security Agreement, in favour of the Petitioner and in priority to the interest therein or claims thereto of the Respondents to secure repayment of all of the Respondent Services' present and future debts, liabilities and obligations to the Petitioner, together with interest thereon at such rate as may be agreed upon from time to time in writing between the Petitioner and Services, all as more particularly described in the Mortgage, the Security and the Letter of Offer.
13. By the Kaiser Landen Security Agreement made in writing dated September 22, 2023 and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 809006P, the Respondent Kaiser Landen charged all of the present and after-acquired personal property of the Respondent Kaiser Landen, wherever situate and as described in the

Kaiser Landen Security Agreement, in favour of the Petitioner and in priority to the interest therein or claims thereto of the Respondents to secure repayment of all of the Respondent Kaiser Landen's present and future debts, liabilities and obligations to the Petitioner, together with interest thereon at such rate as may be agreed upon from time to time in writing between the Petitioner and Kaiser Landen, all as more particularly described in the Mortgage, the Security and the Letter of Offer.

14. By the KW Consulting Security Agreement made in writing dated September 22, 2023 and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808984P, the Respondent KW Consulting charged all of the present and after-acquired personal property of the Respondent KW Consulting, wherever situate and as described in the KW Consulting Security Agreement, in favour of the Petitioner and in priority to the interest therein or claims thereto of the Respondents to secure repayment of all of the Respondent KW Consulting's present and future debts, liabilities and obligations to the Petitioner, together with interest thereon at such rate as may be agreed upon from time to time in writing between the Petitioner and KW Consulting, all as more particularly described in the Mortgage, the Security and the Letter of Offer.
15. By the QRD Security Agreement made in writing dated September 22, 2023 and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808974P, the Respondent QRD charged all of the present and after-acquired personal property of the Respondent QRD, wherever situate and as described in the QRD Security Agreement, in favour of the Petitioner and in priority to the interest therein or claims thereto of the Respondents to secure repayment of all of the Respondent QRD's present and

future debts, liabilities and obligations to the Petitioner, together with interest thereon at such rate as may be agreed upon from time to time in writing between the Petitioner and QRD, all as more particularly described in the Mortgage, the Security and the Letter of Offer.

16. By the Quarry Rock Security Agreement made in writing dated September 22, 2023 and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808965P, the Respondent Quarry Rock charged all of the present and after-acquired personal property of the Respondent Quarry Rock, including, without limitation, fixtures, crops and licences, excluding consumer goods, as defined in the British Columbia Personal Property Security Act, together with an uncrystallized floating charge on land, wherever situate and as described in the Quarry Rock Security Agreement, in favour of the Petitioner and in priority to the interest therein or claims thereto of the Respondents to secure repayment of all of the Respondent Quarry Rock's present and future debts, liabilities and obligations to the Petitioner, together with interest thereon at such rate as may be agreed upon from time to time in writing between the Petitioner and Quarry Rock, all as more particularly described in the Mortgage, the Security and the Letter of Offer.
17. By guarantee in writing dated September 22, 2023 (the "**Consultants Guarantee**"), the Respondent Consultants guaranteed the payment to the Petitioner of 100% of the outstanding balance of the principal amount of the Loan, plus interest thereon and legal expenses.
18. By guarantee in writing dated September 22, 2023 (the "**Holdings Guarantee**"), the Respondent Holdings guaranteed the payment to the

Petitioner of 100% of the outstanding balance of the principal amount of the Loan, plus interest thereon and legal expenses.

19. By guarantee in writing dated September 22, 2023 (the “**Management Guarantee**”), the Respondent Management guaranteed the payment to the Petitioner of 100% of the outstanding balance of the principal amount of the Loan, plus interest thereon and legal expenses.
20. By guarantee in writing dated September 22, 2023 (the “**Services Guarantee**”), the Respondent Services guaranteed the payment to the Petitioner of 100% of the outstanding balance of the principal amount of the Loan, plus interest thereon and legal expenses.
21. By guarantee in writing dated September 22, 2023 (the “**Kaiser Landen Guarantee**”), the Respondent Kaiser Landen guaranteed the payment to the Petitioner of 100% of the outstanding balance of the principal amount of the Loan, plus interest thereon and legal expenses.
22. By guarantee in writing dated September 22, 2023 (the “**KW Consulting Guarantee**”), the Respondent KW Consulting guaranteed the payment to the Petitioner of 100% of the outstanding balance of the principal amount of the Loan, plus interest thereon and legal expenses.
23. By guarantee in writing dated September 22, 2023 (the “**Quarry Rock Guarantee**”), the Respondent Quarry Rock guaranteed the payment to the Petitioner of 100% of the outstanding balance of the principal amount of the Loan, plus interest thereon and legal expenses.
24. By guarantee in writing dated September 22, 2023 (the “**QRD Guarantee**”), the Respondent QRD guaranteed the payment to the Petitioner of 100% of the

outstanding balance of the principal amount of the Loan, plus interest thereon and legal expenses.

25. By guarantee in writing dated September 22, 2023 (the “**Weber Lawson Guarantee**”), the Respondents Weber and Lawson jointly and severally guaranteed the payment to the Petitioner of 25% of the outstanding balance of the Loan on the date of demand, being October 31, 2024, plus interest thereon and legal expenses.
26. The Consultants Guarantee, the Holdings Guarantee, the Management Guarantee, the Services Guarantee, the Kaiser Landen Guarantee, the KW Consulting Guarantee, the Quarry Rock Guarantee and the QRD Guarantee are sometimes collectively referred to as the Corporate Guarantees.
27. The Corporate Guarantees and the Weber Lawson Guarantee are sometimes collectively referred to herein as the “Guarantees”.
28. The Respondents Consultants, Holdings, Management, Services, Kaiser Landen, KW Consulting, Quarry Rock, QRD, Weber and Lawson are sometimes collectively referred to herein as the “Guarantors”.
29. The Respondent Kaiser Weber is in default of the payments required to be made pursuant to the Security and the Letter of Offer.
30. By letter dated September 19, 2024, demand was made on the Respondent Kaiser Weber for the payment of the monies due and owing to the Petitioner and secured by the Security but the Respondent Kaiser Weber has failed or refused to pay those monies.

31. The Petitioner's demand letters dated September 19, 2024 included a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (R.S.C., 1985, c. B-3).
32. By letters dated September 19, 2024, demand was made on the Guarantors for the payment of the monies due and owing to the Petitioner pursuant to the terms of the Guarantees, as such Guarantees are more particularly described herein. The Guarantors, and each of them, have failed or refused to pay those monies.
33. By virtue of the provisions of the Security and Letter of Offer, the entire principal, interest and all other costs, charges, and expenses secured and payable thereby become due and payable upon default thereunder and the same are now due and payable and have not been paid.
34. As of October 31, 2024, there was justly due and owing by the Respondent Kaiser Weber to the Petitioner pursuant to the Security and Letter of Offer the sum of \$11,557,776.37, plus interest thereon, calculated as follows:

LOAN AMOUNT as at October 31, 2024	PER DIEM from November 1, 2024	FIXED INTEREST RATE
\$11,557,776.37	\$2,187.57	6.95%

35. As of October 31, 2024, there was justly due and owing by the Respondent Consultants to the Petitioner pursuant to the Consultants Guarantee the sum of \$11,557,776.37, plus interest thereon, calculated as follows:

LOAN AMOUNT as at October 31, 2024	PER DIEM from November 1, 2024	FIXED INTEREST RATE
\$11,557,776.37	\$2,187.57	6.95%

36. As of October 31, 2024, there was justly due and owing by the Respondent Holdings to the Petitioner pursuant to the Holdings Guarantee the sum of \$11,557,776.37, plus interest thereon, calculated as follows:

LOAN AMOUNT as at October 31, 2024	PER DIEM from November 1, 2024	FIXED INTEREST RATE
\$11,557,776.37	\$2,187.57	6.95%

37. As of October 31, 2024, there was justly due and owing by the Respondent Management to the Petitioner pursuant to the Management Guarantee the sum of \$11,557,776.37, plus interest thereon, calculated as follows:

LOAN AMOUNT as at October 31, 2024	PER DIEM from November 1, 2024	FIXED INTEREST RATE
\$11,557,776.37	\$2,187.57	6.95%

38. As of October 31, 2024, there was justly due and owing by the Respondent Services to the Petitioner pursuant to the Services Guarantee the sum of \$11,557,776.37, plus interest thereon, calculated as follows:

LOAN AMOUNT as at October 31, 2024	PER DIEM from November 1, 2024	FIXED INTEREST RATE
\$11,557,776.37	\$2,187.57	6.95%

39. As of October 31, 2024, there was justly due and owing by the Respondent Kaiser Landen to the Petitioner pursuant to the Kaiser Landen Guarantee the sum of \$11,557,776.37, plus interest thereon, calculated as follows:

LOAN AMOUNT as at October 31, 2024	PER DIEM from November 1, 2024	FIXED INTEREST RATE
\$11,557,776.37	\$2,187.57	6.95%

40. As of October 31, 2024, there was justly due and owing by the Respondent KW Consulting to the Petitioner pursuant to the KW Consulting Guarantee the sum of \$11,557,776.37, plus interest thereon, calculated as follows:

LOAN AMOUNT as at October 31, 2024	PER DIEM from November 1, 2024	FIXED INTEREST RATE
\$11,557,776.37	\$2,187.57	6.95%

41. As of October 31, 2024, there was justly due and owing by the Respondent Quarry Rock to the Petitioner pursuant to the Quarry Rock Guarantee the sum of \$11,557,776.37, plus interest thereon, calculated as follows:

LOAN AMOUNT as at October 31, 2024	PER DIEM from November 1, 2024	FIXED INTEREST RATE
\$11,557,776.37	\$2,187.57	6.95%

42. As of October 31, 2024, there was justly due and owing by the Respondent QRD to the Petitioner pursuant to the QRD Guarantee the sum of \$11,557,776.37, plus interest thereon, calculated as follows:

LOAN AMOUNT as at October 31, 2024	PER DIEM from November 1, 2024	FIXED INTEREST RATE
\$11,557,776.37	\$2,187.57	6.95%

43. As of October 31, 2024, there was justly due and owing by the Respondents Matthew Karl Weber and Richard Norman Lawson, jointly and severally, to the Petitioner pursuant to the Weber Lawson Guarantee the following, plus interest thereon, calculated as follows:

GUARANTEED AMOUNT as at October 31, 2024	PER DIEM from November 1, 2024	FIXED INTEREST RATE
\$3,006,605.72	\$2,211.47	6.95%

44. The Respondent, 551727 B.C. Ltd., is the holder of a mortgage and assignment of rents registered against the Lands in the New Westminster Land Title Office on January 11, 2024 under Nos. CB1113638 and CB1113637, which mortgage and assignment of rents rank in priority behind the interest of the Petitioner in the Lands.
45. There are no other persons having a registered interest in the Lands, the Kaiser Weber Charged Property, the Consultants Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property with respect to which the Petitioner's Security has priority.

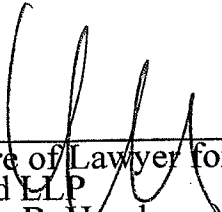
Part 3: LEGAL BASIS

1. The Petitioner's application is made pursuant to the provisions of Rules 10-2, 13-5, 14-1(1) and (2), 16-1 and 21-7 of the Supreme Court Civil Rules and Sections 15, 20 and 39 of the *Law and Equity Act* RSBC and the provisions of the *Personal Property Security Act*, RSBC and *Blueshore Financial v. 1134038 B.C. Ltd.*, 2023 BCSC 2304.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Lawrence Lee; and
2. Affidavit #1 of Douglas B. Hyndman.

Dated: November 22nd, 2024.



Signature of Lawyer for Petitioner
Kornfeld LLP
(Douglas B. Hyndman)

To be completed by the Court only:

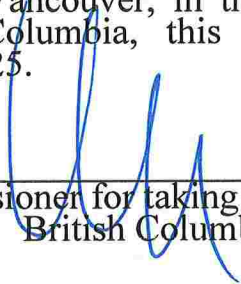
Order made

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

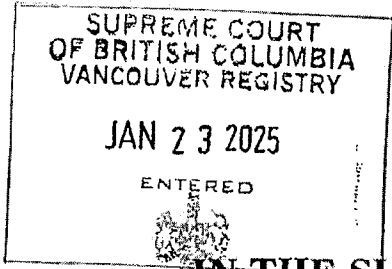
Date: _____

Signature of ☐ Judge ☐ Associate Judge

This is Exhibit "B" to Affidavit #2 of
Lawrence Lee sworn before me at the
City of Vancouver, in the Province of
British Columbia, this 10th day of
April, 2025.



Commissioner for taking Affidavits for
British Columbia.



Court File No. VLC-S-H-241077
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

PETITIONER

AND:

KAISER WEBER PROPERTIES INC.
CONCOST CONSULTANTS INC.
CONCOST HOLDINGS INC.
CONCOST MANAGEMENT INC.
CONCOST SERVICES INC.
KAISER LANDEN PROJECTS INC.
KAISER WEBER CONSULTING INC.
QUARRY ROCK DEVELOPMENTS INC.
QRD (FRASER HIGHWAY) HOLDINGS INC.
MATTHEW KARL WEBER
RICHARD NORMAN LAWSON
551727 B.C. LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

ORDER NISI OF FORECLOSURE

BEFORE ASSOCIATE
JUDGE MUIR

}

January 23, 2025.

ON THE APPLICATION of the Petitioner coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, British Columbia, on January 23, 2025; and on hearing Douglas B. Hyndman, Lawyer for the Petitioner;

THIS COURT DECLARES AND ORDERS THAT:

1. the mortgage and assignment of rents (collectively, the “**Mortgage**”) made in writing dated September 22, 2023, between the Respondent, QRD (Fraser Hwy) Holdings Inc. (“**QRD**”), as Mortgagor and the Petitioner as Mortgagee, which Mortgage was registered in the New Westminster Land Title Office on September 29, 2023 under Nos. CB923416 and CB923417, is a mortgage and assignment of rents which are first financial charges on the following lands and premises:

Parcel Identifier No.: 005-419-450
Lot 236 District Lot 36 Group 2 New Westminster District Plan
55940

(the “**Lands**”);

2. by a Beneficiary Authorization and Charge Agreement dated September 22, 2023 (the “**Beneficial Charge Agreement**”), the Respondent QRD charged its beneficial interest in the Lands in favour of the Petitioner (the Mortgage and the Beneficial Charge Agreement are hereinafter sometimes collectively referred to as the “**Land Security**”).
3. a general security agreement executed by the Respondent Kaiser Weber Properties Inc. (“**Kaiser Weber**”) on or about September 22, 2023 (the “**Kaiser Weber Security Agreement**”), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808939P, is a financial charge on all of the present and after-acquired personal property of the Respondent Kaiser Weber including, without limitation, fixtures, crops and licences, excluding consumer goods, as defined in the British Columbia *Personal Property Security Act*, together with an uncrystallized floating charge on land, wherever situate and as

described in the Kaiser Weber Security Agreement (the “**Kaiser Weber Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;

4. a general security agreement executed by the Respondent Concost Consultants Inc. (“**Consultants**”) on or about September 22, 2023 (the “**Consultants Security Agreement**”), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 809010P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Consultants Security Agreement (the “**Consultants Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;
5. a general security agreement executed by the Respondent Concost Holdings Inc. (“**Holdings**”) on or about September 22, 2023 (the “**Holdings Security Agreement**”), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808994P, is a financial charge on all of the present and after-acquired personal property of the Respondent Holdings as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Holdings Security Agreement (the “**Holdings Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;
6. a general security agreement executed by the Respondent Concost Management Inc. (“**Management**”) on or about September 22, 2023 (the “**Management Security Agreement**”), and registered in the Personal

Property Registry on September 25, 2023, under Base Registration No. 809002P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Management Security Agreement (the “**Management Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;

7. a general security agreement executed by the Respondent Concost Services Inc. (“**Services**”) on or about September 22, 2023 (the “**Services Security Agreement**”), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 809029P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Services Security Agreement (the “**Services Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;
8. a general security agreement executed by the Respondent Kaiser Landen Projects Inc. (“**Kaiser Landen**”) on or about September 22, 2023 (the “**Kaiser Landen Security Agreement**”), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 809006P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Kaiser Landen Security Agreement (the “**Kaiser Landen Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;

9. a general security agreement executed by the Respondent Kaiser Weber Consulting Inc. ("**KW Consulting**") on or about September 22, 2023 (the "**KW Consulting Security Agreement**"), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808984P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the KW Consulting Security Agreement (the "**KW Consulting Charged Property**") in priority to the interest therein or claims thereto of the Respondents;
10. a general security agreement executed by the Respondent Quarry Rock Developments Inc. ("**Quarry Rock**") on or about September 22, 2023 (the "**Quarry Rock Security Agreement**"), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808965P is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and as described in the Quarry Rock Security Agreement (the "**Quarry Rock Charged Property**") in priority to the interest therein or claims thereto of the Respondents;
11. a general security agreement executed by the Respondent QRD on or about September 22, 2023 (the "**QRD Security Agreement**"), and registered in the Personal Property Registry on September 25, 2023, under Base Registration No. 808947P, is a financial charge on all of the present and after-acquired personal property of the Respondent Consultants as defined in the British Columbia *Personal Property Security Act*, wherever situate and

as described in the QRD Security Agreement (the “**QRD Charged Property**”) in priority to the interest therein or claims thereto of the Respondents;

12. the Land Security, the Kaiser Weber Security Agreement, the Consultants Security Agreement, the Holding Security Agreement, the Management Security Agreement, the Services Security Agreement, the Kaiser Landen Security Agreement, the KW Consulting Security Agreement, the QRD Security Agreement and the Quarry Rock Security Agreement (collectively, the “**Security**”) are in default and that all monies secured by the Security are now due and owing;
13. the amount of money due and owing under the Security and the amount of money required to redeem the Lands, the Kaiser Weber Charged Property, the Consultants Charged Property, the Holdings Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property is the sum of \$11,743,159.47 as at January 23, 2025, together with interest thereon at the fixed rate of 6.95% per year, calculated and compounded monthly, not in advance, in accordance with the terms of the Security and the Letter of Offer (as defined in the Petition filed herein), from and including January 24, 2025 up to and including the date of payment, to accrue until the Security is redeemed or the Lands, the Kaiser Weber Charged Property, the Consultants Charged Property, the Holdings Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property are sold, whether or not

redemption or sale occurs prior to or after the last date set for redemption, all as set out below, plus the costs of the Petitioner on a solicitor and client basis, plus any Summary Accounting Amounts (all of which amounts are collectively referred to as the “**Redemption Amount**”);

14. the last date for redemption shall be July 23, 2025 (the “**Redemption Date**”);
15. upon the Respondents, or any of them, prior to pronouncement of Order Absolute of Foreclosure or an Order confirming the sale of the Lands, the Kaiser Weber Charged Property, the Consultants Charged Property, the Holdings Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property, paying into Court at 800 Smithe Street, Vancouver, British Columbia, to the credit of this proceeding or to the solicitor of record for the Petitioner the Mortgage Redemption Amount or the GSA Redemption Amount, as applicable, then the Petitioner shall reconvey the Lands, the Kaiser Weber Charged Property, the Consultants Charged Property, the Holdings Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property, as applicable, free and clear of encumbrances done by the Petitioner or by any person claiming by, through or under the Petitioner, and shall deliver up, upon oath if required, all deeds, titles and documents in the Petitioner’s custody relating to the Lands and the Kaiser Weber Charged Property, the Consultants Charged Property, the Holdings Charged Property, the Management Charged Property, the

Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property to the Respondent or Respondents who made payment or to whom they shall appoint;

16. if the Mortgage, the Lands and the Kaiser Weber Charged Property, the Consultants Charged Property, the Holdings Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property are not redeemed prior to the Redemption Date, then the Petitioner shall be at liberty to apply for an Order Absolute of Foreclosure and upon pronouncement of Order Absolute of Foreclosure each of the Respondents, their heirs, executors, administrators, successors and assigns and all persons claiming by, through or under them shall thenceforth stand absolutely debarred and foreclosed of and from all right, title, interest and equity of redemption in or to the Lands and the Kaiser Weber Charged Property, the Consultants Charged Property, the Holdings Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property and all monies paid under the Security shall become the property of the Petitioner free from any right of the Respondents and that thereupon the Respondents shall immediately deliver to the Petitioner vacant possession of the Lands and the Kaiser Weber Charged Property, the Consultants Charged Property, the Holdings Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser

Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property;

17. the Respondent, Kaiser Weber Properties Inc., pay to the Petitioner the sum of \$11,743,159.47, together with the Petitioner's costs of this proceeding at Scale A, with liberty to the Petitioner to seek increased costs at any time in this proceeding, if applicable;
18. the Respondent, Concost Consultants Inc., pay to the Petitioner the sum of \$11,743,159.47, together with the Petitioner's costs of this proceeding at Scale A, with liberty to the Petitioner to seek increased costs at any time in this proceeding, if applicable;
19. the Respondent, Concost Holdings Inc., pay to the Petitioner the sum of \$11,743,159.47, together with the Petitioner's costs of this proceeding at Scale A, with liberty to the Petitioner to seek increased costs at any time in this proceeding, if applicable;
20. the Respondent, Concost Management Inc., pay to the Petitioner the sum of \$11,743,159.47, together with the Petitioner's costs of this proceeding at Scale A, with liberty to the Petitioner to seek increased costs at any time in this proceeding, if applicable;
21. the Respondent, Concost Services Inc., pay to the Petitioner the sum of \$11,743,159.47, together with the Petitioner's costs of this proceeding at Scale A, with liberty to the Petitioner to seek increased costs at any time in this proceeding, if applicable;
22. the Respondent, Kaiser Landen Projects Inc., pay to the Petitioner the sum of \$11,743,159.47, together with the Petitioner's costs of this proceeding at

Scale A, with liberty to the Petitioner to seek increased costs at any time in this proceeding, if applicable;

23. the Respondent, Kaiser Weber Consulting Inc., pay to the Petitioner the sum of \$11,743,159.47, together with the Petitioner's costs of this proceeding at Scale A, with liberty to the Petitioner to seek increased costs at any time in this proceeding, if applicable;
24. the Respondent, Quarry Rock Developments Inc., pay to the Petitioner the sum of \$11,743,159.47, together with the Petitioner's costs of this proceeding at Scale A, with liberty to the Petitioner to seek increased costs at any time in this proceeding, if applicable;
25. the Respondent, QRD (Fraser Hwy) Holdings Inc., pay to the Petitioner the sum of \$11,743,159.47, together with the Petitioner's costs of this proceeding at Scale A, with liberty to the Petitioner to seek increased costs at any time in this proceeding, if applicable;
26. the Respondents, Matthew Karl Weber and Richard Norman Lawson, jointly and severally, pay to the Petitioner the sum of \$3,192,369.20, together with the Petitioner's costs of this proceeding at Scale A, with liberty to the Petitioner to seek increased costs at any time in this proceeding, if applicable;
27. the Respondents, Kaiser Weber Properties Inc., Concost Consultants Inc., Concost Holdings Inc., Concost Management Inc., Concost Services Inc., Kaiser Landen Projects Inc., Kaiser Weber Consulting Inc., Quarry Rock Developments Inc., QRD (Fraser Hwy) Holdings Inc., Matthew Karl Weber and Richard Norman Lawson, jointly and severally, pay costs of this

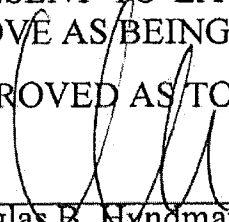
proceeding herein at Scale A, with liberty to the Petitioner to seek increased costs at any time in this proceeding, if applicable to the Petitioner and that such costs form a part of the amount of money due and owing under the Mortgage and the amount of money required to redeem the Mortgage and the Lands and/or the Kaiser Weber Charged Property, the Consultants Charged Property, the Holdings Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property.

28. the Petitioner be at liberty to apply for a further summary accounting of amounts owed to the Petitioner for interest or as reimbursement for payments made for protective disbursements relating to taxes, arrears of taxes, insurance premiums or appraisals or for inspecting, repairing or maintaining the Kaiser Weber Charged Property, the Consultants Charged Property, the Holdings Charged Property, the Management Charged Property, the Services Charged Property, the Kaiser Landen Charged Property, the KW Consulting Charged Property, the Quarry Rock Charged Property and the QRD Charged Property or the Lands and any premises located thereon, or for other expenses or costs which the Petitioner may incur before or after the date of the Order Nisi, before an Associate Judge in Chambers or by reference to the office of the District Registrar (the **"Summary Accounting Amounts"**);

29. the balance of the relief sought in the Petition be and it is hereby adjourned generally.


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:

APPROVED AS TO FORM:



Douglas B. Hyndman
Kornfeld LLP
Lawyer for the Petitioner

BY THE COURT



FORM
CHECKED


This is Exhibit "C" to Affidavit #2 of
Lawrence Lee sworn before me at the
City of Vancouver, in the Province of
British Columbia, this 10th day of
April, 2025.



Commissioner for taking Affidavits for
British Columbia.

42

TITLE SEARCH PRINT

File Reference: BDC001KAI241
Declared Value \$8386251

2025-03-27, 15:05:08
Requestor: Sandra Riley

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	CA9834866
From Title Number	CA1858489
Application Received	2022-04-04
Application Entered	2022-04-25
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	QRD (FRASER HWY) HOLDINGS INC., INC.NO. BC1351716 202 5489 BYRNE ROAD BURNABY, BC V5J 3J1
Taxation Authority	Langley, City of
Description of Land	
Parcel Identifier:	005-419-450
Legal Description:	LOT 236 DISTRICT LOT 36 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 55940
Legal Notations	
	ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 31.03.1976 UNDER NO. M26464 PLAN NO. 49871
Charges, Liens and Interests	
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	288745C
Registration Date and Time:	1960-08-09 15:33
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	PART FORMERLY THE SOUTH 20 FEET OF WEST 6 FEET OF PARCEL "B" (REFERENCE PLAN 4215)
Nature:	MORTGAGE
Registration Number:	CB923416
Registration Date and Time:	2023-09-29 12:07
Registered Owner:	BUSINESS DEVELOPMENT BANK OF CANADA

43

TITLE SEARCH PRINT

File Reference: BDC001KAI241

Declared Value \$8386251

2025-03-27, 15:05:08

Requestor: Sandra Riley

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB923417
Registration Date and Time:	2023-09-29 12:07
Registered Owner:	BUSINESS DEVELOPMENT BANK OF CANADA

Nature:	MORTGAGE
Registration Number:	CB1113638
Registration Date and Time:	2024-01-11 14:11
Registered Owner:	551727 B.C. LTD. INCORPORATION NO. BC0551727

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1113639
Registration Date and Time:	2024-01-11 14:11
Registered Owner:	551727 B.C. LTD. INCORPORATION NO. BC0551727

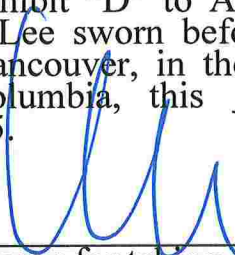
Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1729048
Registration Date and Time:	2024-11-25 13:04
Registered Owner:	BUSINESS DEVELOPMENT BANK OF CANADA

Duplicate Indefeasible Title	NONE OUTSTANDING
-------------------------------------	------------------

Transfers	NONE
------------------	------

Pending Applications	NONE
-----------------------------	------

This is Exhibit "D" to Affidavit #2 of
Lawrence Lee sworn before me at the
City of Vancouver, in the Province of
British Columbia, this 10th day of
April, 2025.



Commissioner for taking Affidavits for
British Columbia.

Langley, British Columbia

Google Street View

Mar 2023 [See more dates](#)



This is Exhibit "E" to Affidavit #2 of Lawrence Lee sworn before me at the City of Vancouver, in the Province of British Columbia, this 10th day of April, 2025.



Commissioner for taking Affidavits for
British Columbia.



BC Company Summary

For
QRD (FRASER HWY) HOLDINGS INC.

Date and Time of Search: April 02, 2025 08:52 AM Pacific Time

Currency Date: January 21, 2025

ACTIVE

Incorporation Number: BC1351716

Name of Company: QRD (FRASER HWY) HOLDINGS INC.

Business Number: 743638306 BC0001

Recognition Date and Time: Incorporated on March 07, 2022 11:37 AM Pacific Time

In Liquidation: No

Last Annual Report Filed: March 07, 2023

Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:

SUITE 1500, 13450 - 102ND AVENUE
SURREY BC V3T 5X3
CANADA

Delivery Address:

SUITE 1500, 13450 - 102ND AVENUE
SURREY BC V3T 5X3
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

SUITE 1500, 13450 - 102ND AVENUE
SURREY BC V3T 5X3
CANADA

Delivery Address:

SUITE 1500, 13450 - 102ND AVENUE
SURREY BC V3T 5X3
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Weber, Matthew K.

Mailing Address:

#102, 5489 BYRNE ROAD
BURNABY BC V5J 3J1
CANADA

Delivery Address:

#102, 5489 BYRNE ROAD
BURNABY BC V5J 3J1
CANADA

NO OFFICER INFORMATION FILED AS AT March 07, 2023.

This is Exhibit "F" to Affidavit #2 of
Lawrence Lee sworn before me at the
City of Vancouver, in the Province of
British Columbia, this 10th day of
April, 2025.

Commissioner for taking Affidavits for
British Columbia.



BC Company Summary

For
KAISER WEBER PROPERTIES INC.

Date and Time of Search: April 02, 2025 08:47 AM Pacific Time

Currency Date: January 21, 2025

ACTIVE

Incorporation Number: BC1181694

Name of Company: KAISER WEBER PROPERTIES INC.

Business Number: 731491114 BC0001

Recognition Date and Time: Incorporated on October 02, 2018 02:58 PM Pacific Time **In Liquidation:** No

Last Annual Report Filed: October 02, 2023 **Receiver:** No

COMPANY NAME INFORMATION

Previous Company Name
1181694 B.C. LTD.

Date of Company Name Change
July 13, 2023

REGISTERED OFFICE INFORMATION

Mailing Address:
SUITE 1500, 13450 - 102ND AVENUE
SURREY BC V3T 5X3
CANADA

Delivery Address:
SUITE 1500, 13450 - 102ND AVENUE
SURREY BC V3T 5X3
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
SUITE 1500, 13450 - 102ND AVENUE
SURREY BC V3T 5X3
CANADA

Delivery Address:
SUITE 1500, 13450 - 102ND AVENUE
SURREY BC V3T 5X3
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Weber, Matthew K.

Mailing Address:
102 - 5489 BYRNE ROAD
BURNABY BC V5J 3J1
CANADA

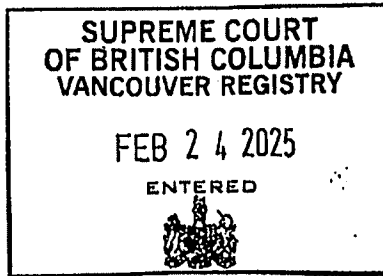
Delivery Address:
102 - 5489 BYRNE ROAD
BURNABY BC V5J 3J1
CANADA

NO OFFICER INFORMATION FILED AS AT October 02, 2023.

This is Exhibit "G" to Affidavit #2 of Lawrence Lee sworn before me at the City of Vancouver, in the Province of British Columbia, this 10th day of April, 2025.



Commissioner for taking Affidavits for
British Columbia.



52

DISTRICT: VANCOUVER
ESTATE NO. 11-254733
COURT FILE NO. B-250046
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
MATTHEW KARL WEBER

ORDER MADE AFTER APPLICATION

BEFORE ASSOCIATE JUDGE
JUSTICE MWIR

MONDAY, THE 24TH DAY
OF FEBRUARY, 2025.

ON THE APPLICATION of 2025 BC Recovery Inc., a creditor, coming on for hearing at Vancouver, on the 24th day of February, 2025, and on hearing Dennis K. Fitzpatrick, counsel for the applicant, and Cody Reedman, counsel for the debtor, Matthew Karl Weber; and it appearing to the court that the following acts of bankruptcy have been committed: that the debtor ceases to meet his liabilities generally as they become due;


THIS COURT ORDERS that:

1. Matthew Karl Weber of 2875-204 Street, Langley, British Columbia, be adjudged bankrupt by virtue of a bankruptcy order hereby made on this date.
2. Smythe Insolvency Inc. of Vancouver, British Columbia, be appointed as trustee of the estate of the bankrupt.

3. the costs of the applicant creditor be paid out of the estate of the bankrupt on taxation of the estate.

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:


Dennis K. Fitzpatrick
Counsel For The Applicant


Cody Reedman
Counsel for the Bankrupt

BY THE COURT


REGISTRAR IN BANKRUPTCY



This is Exhibit "H" to Affidavit #2 of Lawrence Lee sworn before me at the City of Vancouver, in the Province of British Columbia, this 10th day of April, 2025.

Commissioner for taking Affidavits for
British Columbia.

20399 Douglas Crescent
Langley BC V3A 4B3
Phone: (604) 514-2800
tax@langleycity.ca

CITY OF LANGLEY
PROPERTY TAX CERTIFICATE

Printed: Mar 27, 2025
Number: 50459

55

For ACCESS POINT INFORMATION -TCOL CANADA"API"
BDC001KAI241

Owner	Property
QRD (FRASER HWY) HOLDINGS INC 202-5489 BYRNE RD BURNABY BC V5J 3J1	Folio: 007150 Pid: 005-419-450 LTO No.: CA9834866 MHR No.: Civic: 20436 FRASER HWY Legal: LOT 236 DISTRICT LOT 36 NEW WEST DISTRICT PLAN NWP55940 Status: ACTIVE

2025 Assessments					
Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Business/Other	NET	3,219,000	5,445,000	8,664,000
2024 Levies, Grants, Deferrals		Property Taxes Owing As At Mar 27, 2025		2025 Instalments	
Total Levy	88,084.54	Delinquent (2023)	109.94	Payments Made	0.00
Grant Available		Arrears (2024)	96,893.00	Interest Earned	0.00
65 and over	0.00	Interest to Mar 27, 2025	1,931.29	Adjustments	0.00
Under 65	0.00	Current (2025)	0.00	Balance as at	
			98,934.23	Mar 27, 2025	0.00
Grant Claimed	0.00	Penalties	0.00		
Deferred	0.00	Total Taxes Owing	98,934.23		

Local Improvements				
Bylaw	Expires	Type	Levy	Status
3066 2020-2029 BIA	Jul 2, 2029	VARIABLE	5,456.71	Included in Taxes

Commercial Water Utility Account Number 40078

Unpaid Arrears	0.00	Details of Last Bill			
Balance of Last Bill - Due Mar 17, 2025	768.66	Charges on Last Bill			768.66
		Total Discount	76.87	Claimed	0.00
Account Balance as at Mar 27, 2025	768.66				
		Payments Applied			0.00
		Penalties			0.00
		Adjustments			0.00

UTILITY CHARGES FOR LAST BILLING PERIOD:

Description	Amount	Discount Available	Covers	Consumption
TOTAL CHARGES FOR 2024 PERIOD 6	479.60	47.96	04-Oct-24 11-Dec-24	133.00 CU MTRS
TOTAL CHARGES FOR 2025 PERIOD 1	768.66	76.87	01-Dec-24 06-Feb-25	180.00 CU MTRS

Important Property Comments

ARREARS	Interest is charged on arrears and delinquent taxes from January 1 to the date we receive payment.
DELINQUENT	Properties with delinquent taxes will be sold at auction at 10:00am on the last Monday in September, at City Hall.
GENERAL	Information on local improvements, meter or other charges should not be overlooked by the real estate agents, solicitors or purchasers. Those buying properties should be afforded all information which can be obtained on their behalf. ASK IF UNSURE!
GENERAL	The City of Langley meters all water consumption. A METER READ SHOULD BE REQUESTED AT THE TIME OF A PROPERTY SALE TO ENSURE AN EQUITABLE ADJUSTMENT IS MADE FOR UTILITIES ATTRIBUTABLE TO THE VENDOR.
TAX	Daily interest on Arrears and Delinquent taxes is \$ 22.457

E & O/E

This is Exhibit "I" to Affidavit #2 of Lawrence Lee sworn before me at the City of Vancouver, in the Province of British Columbia, this 10th day of April, 2025.



Commissioner for taking Affidavits for
British Columbia.



Limited Partnership Summary

For

QRD (FRASER HWY) LIMITED PARTNERSHIP

Date and Time of Search: March 28, 2025 03:51 PM Pacific Daylight Time
Currency Date: March 18, 2025

HISTORICAL

Registration Number: LP0875456
Name of Limited Partnership: QRD (FRASER HWY) LIMITED PARTNERSHIP
Registration Date: March 25, 2022
Termination Date:

DISSOLUTION/CANCELLATION INFORMATION

Filing/Event	Date of Filing	Date of Dissolution
Registration Dissolved	March 5, 2025	October 31, 2024

REGISTERED OFFICE INFORMATION

Registered Office Address:
1500 - 13450 102 AVE
SURREY BC V3T 5X3

GENERAL PARTNER INFORMATION

Individual or Company Name: QRD (FRASER HWY) GP INC.	Incorporation or Registration 1351698
Residential or Registered Address: 102-5489 Byrne Road Burnaby BC CANADA V5G 3J1	

This is Exhibit "J" to Affidavit #2 of Lawrence Lee sworn before me at the City of Vancouver, in the Province of British Columbia, this 10th day of April, 2025.



Commissioner for taking Affidavits for
British Columbia.

AMENDMENT TO LEASE AGREEMENT

LANDLORD	QRD (Fraser Hwy) LP	TENANT	New Directions Vocational Testing & Counselling Services Ltd.
PROPERTY ADDRESS	#100-20436 Fraser Highway, Langley, BC, V3A 4G2		

This Amendment is made a part of the Commercial Lease Agreement (Lease) dated 14 February 2020 and Addendum dated April 20, 2023 between QRD (Fraser Hwy) LP, (Landlord) and New Directions Vocational Testing Counselling Services Ltd., (Tenant), for the Leased Premises located at Property Address listed above.

The Lease Agreement will be amended as follows:

Until the original leased space (5,596 sq.ft.) can be provided to the tenant for its use, the pro-rated rent amount will be based on the current useable space of (3,850 sq.ft.) as outlined in the attached Schedule A.

The pro-rated rent amount on the useable 3,850 sq ft will be \$7,193.64 + GST per month, effective May 1, 2024.

Except as modified by this Amendment, Landlord and Tenant(s) ratify the Lease and agree that the Lease shall remain unchanged and shall continue in full force and effect. In the event of any conflict between the provisions of the Lease and this Amendment, the provisions of this Amendment will control. From the date of signature below, any and all reference to "Lease" and/or "Lease Agreement" shall mean the Lease as modified by this Amendment.

TENANT SIGNATURE	<i>Yvonne Hopp</i>	DATE	22-Apr-2024
OWNER SIGNATURE	<i>S</i>	DATE	23-Apr-2024

This is Exhibit "K" to Affidavit #2 of
Lawrence Lee sworn before me at the
City of Vancouver, in the Province of
British Columbia, this 10th day of
April, 2025.



Commissioner for taking Affidavits for
British Columbia.

D. MANNING & ASSOCIATES INC.**Licensed Insolvency Trustee**

Suite 520
625 Howe Street
Vancouver, B.C.
V6C 2T6

Telephone: (604) 683-8030
Facsimile: (604) 683-8327
<http://www.manning-trustee.com>

March 31, 2025

Kornfeld LLP
Suite 1100, One Bentall Centre
505 Burrard Street, Box 11
Vancouver, BC V7X 1M5

Attention: Mr. Douglas Hyndman

Dear Sirs/Mesdames:

Re: Court File No. H-241077 Vancouver Registry

We are writing to confirm that we are a Licensed Insolvency Trustee under the *Bankruptcy & Insolvency Act* and that our licence applies to British Columbia and the Yukon Territory. In addition, we confirm that we have significant experience in managing commercial properties.

We are also writing to confirm that we are prepared to act as Court-appointed Receiver and Manager of the Lands and Premises of legal description of Lot 236 District Lot 36 Group 2 New Westminster District Plan 55940 in Court proceeding No. H-241077 Vancouver Registry in the event that our firm is appointed by the Court to act as Court-appointed Receiver and Manager of the Lands and Premises.

If you have any questions with respect to the foregoing, please do not hesitate to contact the writer at 604-683-8030.

Yours very truly,

D. MANNING & ASSOCIATES INC.
Licensed Insolvency Trustee



Per: William Choo, CPA, CGA
Senior Vice-President

**IN THE SUPREME COURT OF BRITISH
COLUMBIA**

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

PETITIONER

AND:

KAISER WEBER PROPERTIES INC.
et al

RESPONDENTS

AFFIDAVIT

KORNFELD LLP

Barristers & Solicitors

1100 One Bentall Centre

505 Burrard Street, Box 11

Vancouver, British Columbia, Canada V7X 1M5

Telephone: (604) 331-8300

Fax: (604) 683-0570

D.B. Hyndman

File: BDC001/KAI241
