

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, DOUGLAS B. HYNDMAN, Barrister and Solicitor, of 1100 One Bentall Centre, 505 Burrard Street, in the City of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Partner with the law firm of Kornfeld LLP, the solicitor for 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. On January 23, 2025, the Petitioner obtained Order Nisi of Foreclosure (the “**Order Nisi**”) in these proceedings with a six-month redemption period.
4. Pursuant to an Order in the Supreme Court of British Columbia in Bankruptcy and Insolvency made February 24, 2025, the Respondent, Matthew Karl Weber, the sole director of the Respondent, QRD (Fraser Hwy) Holdings Inc. (“**QRD**”), was adjudged a bankrupt.
5. Attached as **Exhibit “A”** to this my Affidavit is a true copy of Affidavit #2 of Lawrence Lee explaining the background in support of the Petitioner’s application to appoint a receiver of the Lands (defined below) (which Affidavit exceeds [10] pages in length and a true copy may be viewed at the offices of Kornfeld LLP, 1100 One Bentall Centre, 505 Burrard Street, Vancouver, British Columbia, during normal business hours).
6. Pursuant to the Order of Chief Justice Skolrood pronounced April 23, 2025 in these proceedings, D. Manning & Associates Inc. was appointed Receiver and Manager (the “**Receiver**”), without security, of the lands and premises which are the subject matter of this proceeding (the “**Lands**”), which lands and premises are civically described as 20436 Fraser Highway, Langley, British Columbia, and legally known and described as:

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

7. Attached as **Exhibit "B"** to this my Affidavit is a true copy of the Order of Chief Justice Skolrood appointing D. Manning & Associates Inc. as Receiver and Manager of the Lands (which Order exceeds [10] pages in length and a true copy may be viewed at the offices of Kornfeld LLP, 1100 One Bentall Centre, 505 Burrard Street, Vancouver, British Columbia, during normal business hours).
8. None of the Respondents have redeemed the Lands as set out in Order Nisi.
9. The Petitioner wishes to list the Lands for sale on a MLS basis with a major licensed firm of realtors and, if a suitable offer is obtained, to present that offer to this Honourable Court for approval.
10. I make this Affidavit in support of an application for an Order that the lands which form the subject matter of the within proceeding be listed for sale and that the Petitioner have exclusive conduct of such sale.

SWORN BEFORE ME at the City of
Vancouver, in the Province of
British Columbia, this 8th
day of May, 2025.

A Commissioner for taking Affidavits
for British Columbia

Jordan E. Langlois
Barrister & Solicitor
Kornfeld LLP
1100 - 505 Burrard Street
Vancouver, B.C. V7X 1M5
Telephone: (604) 331-8315


DOUGLAS B. HYNDMAN



Affidavit #2 of Lawrence Lee
made April 10, 2025

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

This is Exhibit A referred to in the
Affidavit of Douglas B. Hyndman
sworn before me this 8 day of
May 2025
A Commissioner for taking Affidavits
within British Columbia

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.

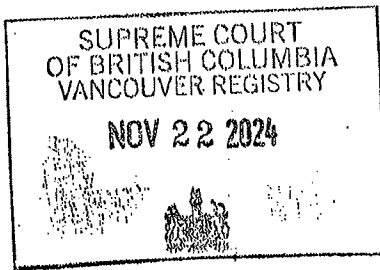

LAWRENCE LEE

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.



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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:

④ ⑨

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

**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

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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")

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- 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

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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,

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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

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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;

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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.

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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.

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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.

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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,

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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

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- 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

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- 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.

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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%

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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%

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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:

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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.

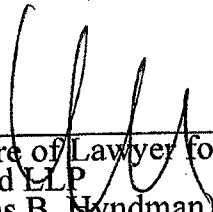
Part 3: LEGAL BASIS

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

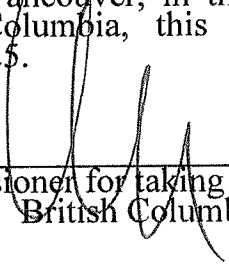
- ☐ in the terms requested in paragraphs _____ of Part 1 of this notice of application
- ☐ with the following variations and additional terms:

Date: _____

Signature of ☐ Judge ☐ Associate Judge

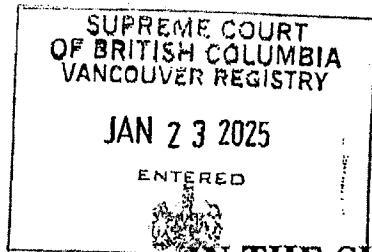
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This is Exhibit "B" to Affidavit #2 of
Lawrence Lee sworn before me at the
City of Vancouver, in the Province of
British Columbia, this 10th day of
April, 2025.



Commissioner for taking Affidavits for
British Columbia.

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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

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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

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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

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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

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38

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.

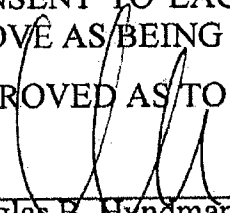
28. the Petitioner be at liberty to apply for a further summary accounting of amounts owed to the Petitioner for interest or as reimbursement for payments made for protective disbursements relating to taxes, arrears of taxes, insurance premiums or appraisals or for inspecting, repairing or maintaining 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"**);

45
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29. the balance of the relief sought in the Petition be and it is hereby adjourned generally.

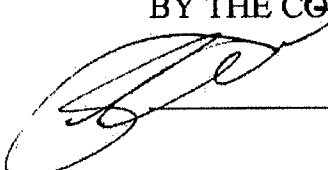
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED AS TO FORM:



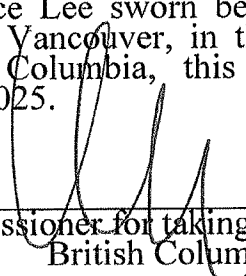
Douglas B. Ryndman
Kornfeld LLP
Lawyer for the Petitioner

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.

47
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
Land Title Office

NEW WESTMINSTER
NEW WESTMINSTER

Title Number
From Title Number

CA9834866
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

40
43

TITLE SEARCH PRINT

File Reference: BDC001KAI241

Declared Value \$8386251

2025-03-27, 15:05:08

Requestor: Sandra Riley

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

ASSIGNMENT OF RENTS
CB923417
2023-09-29 12:07
BUSINESS DEVELOPMENT BANK OF CANADA

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

MORTGAGE
CB1113638
2024-01-11 14:11
551727 B.C. LTD.
INCORPORATION NO. BC0551727

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

ASSIGNMENT OF RENTS
CB1113639
2024-01-11 14:11
551727 B.C. LTD.
INCORPORATION NO. BC0551727

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

CERTIFICATE OF PENDING LITIGATION
CB1729048
2024-11-25 13:04
BUSINESS DEVELOPMENT BANK OF CANADA

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

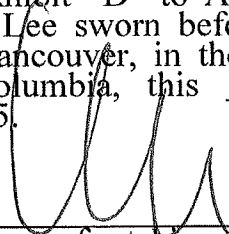
NONE

Pending Applications

NONE

49
48

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.

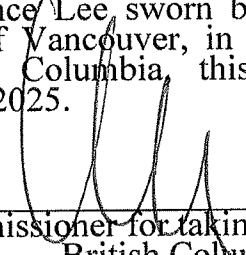
Langley, British Columbia

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 Registry
Services

Mailing Address:
PO Box 9431 Str Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

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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

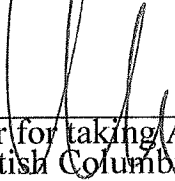
Last Name, First Name, Middle Name:
Weber, Matthew K.

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 Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

54
44

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 **Date of Company Name Change**
1181694 B.C. LTD. July 13, 2023

REGISTERED OFFICE INFORMATION

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

RECORDS OFFICE INFORMATION

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

DIRECTOR INFORMATION

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

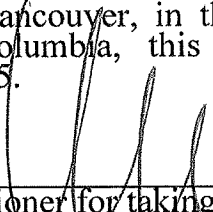
Mailing Address: **Delivery Address:**
102 - 5489 BYRNE ROAD
BURNABY BC V5J 3J1
CANADA 102 - 5489 BYRNE ROAD
BURNABY BC V5J 3J1
CANADA

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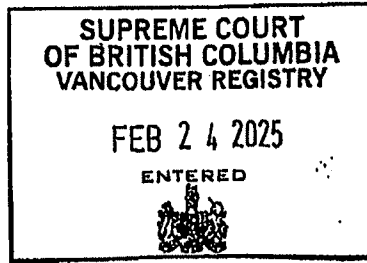
NO OFFICER INFORMATION FILED AS AT October 02, 2023.

56
51

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.



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

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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 NWIR

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.

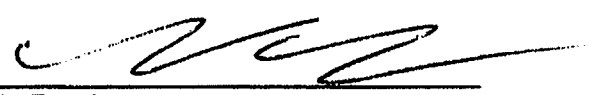
(58)
(53)

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

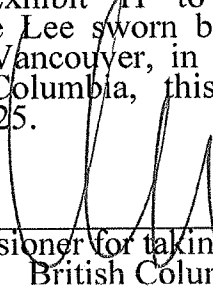


REGISTRAR IN BANKRUPTCY

CHECKED


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54

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



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 Owning 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 Owning	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

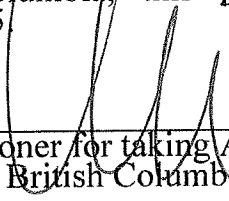
Important Property Comments

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

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56

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.



b2
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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

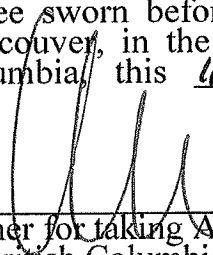
Registered Office Address:
1500 - 13450 102 AVE
SURREY BC V3T 5X3

GENERAL PARTNER INFORMATION

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

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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.

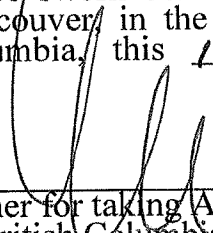
The pro-rated rent amount on the useable 3,850 sq ft will be \$7,193.64 + GST per month, effective May 1, 2024.

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

65
60

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.

66
161

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.

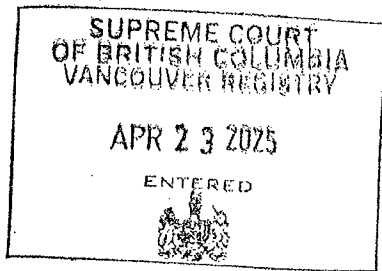
If you have any questions with respect to the foregoing, please do not hesitate to contact the writer at 604-683-8030.

Yours very truly,

D. MANNING & ASSOCIATES INC.
Licensed Insolvency Trustee



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



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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.

This is Exhibit "B" referred to in the
Affidavit of Douglas B. Glyndman
sworn before me this 23 day of
May, 2025

A Commissioner for taking Affidavits
within British Columbia

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE CHIEF JUSTICE
SKOLROD

} April 23, 2025

ON THE APPLICATION of the Petitioner for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") [and/or] Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "LEA") appointing D. Manning & Associates Inc. as Receiver and Manager (in such capacity, the "Receiver") without security, of the Lands as defined herein owned by QRD (Fraser Hwy) Holdings Inc. and Kaiser Weber Properties Inc.

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(collectively, the “**Debtor**”), coming on for hearing this day at 800 Smithe Street, Vancouver, British Columbia;

AND ON READING the Affidavit #2 of Lawrence Lee sworn April 10, 2025 and the consent of D. Manning & Associates Inc. to act as the Receiver; AND ON HEARING Douglas B. Hyndman, Counsel for Business Development Bank of Canada, and other counsel as listed on Schedule “A” hereto, and no one else appearing, although duly served;

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. D. Manning & Associates Inc. is hereby appointed Receiver and Manager (the “**Receiver**”), without security, of the lands and premises which are the subject matter of this proceeding (the “**Lands**”), which lands and premises are civically described as 20436 Fraser Highway, Langley, British Columbia, and legally known and described as:

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

RECEIVER’S POWERS

2. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Lands and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized

to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Lands and any and all proceeds, receipts and disbursements arising out of or from the Lands;
- (b) to collect and receive any and all rents, additional rents, expenses, common area costs, taxes, utilities or contributions to the above, revenues, security deposits and prepaid rents (collectively, "**Rent**") from any and all tenants of the Lands, and collected with respect to the Lands, including rents in arrears, and to enforce payment to the Receiver of any such Rent or any part thereof at such time or times as the Receiver may think fit and may take such proceedings as the Receiver considers necessary or advisable;
- (c) to manage, operate and continue the leasehold interests of the Debtor, including the powers to rent, re-rent or enter into a lease or leases of the Lands or any part thereof from time to time in the name of the Debtor or the registered owner of the Lands, at such rentals and otherwise upon such terms as the Receiver may consider necessary or advisable under the circumstances in the name of the Debtor;
- (d) to appoint such person or persons as property manager and to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties including, without limitation, those conferred by this Order;

- (e) to settle, extend or compromise any rent owing to the Debtor or others;
- (f) to execute, assign, issue and endorse rental and leasing documents of whatever nature in respect of any of the Lands, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (g) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Lands or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (h) to apply any money received by the Receiver as rent or revenue of or from the Lands in payment of the following items in the following order:
 - (i) to the Receiver in respect of the services as receiver a reasonable amount, either monthly or at such longer intervals as the Receiver deems appropriate, which amount shall constitute an advance against remuneration of the Receiver when fixed;
 - (ii) any costs, charges and expenses incurred in respect of carrying on any of the foregoing activities, and all operating expenses relating to the Lands including but not limited to immediately required repairs, snow removal, property maintenance and cleaning;

- (iii) any charges for utilities or insurance premiums which relate to the Lands;
- (iv) to interest outstanding under the Mortgage debt hereunder;
- (v) to outstanding taxes; provided that the Petitioner may pay outstanding municipal taxes, utilities, levies or charges and such disbursements shall (a) constitute a further advance under the Mortgage herein, (b) have priority over the claims of all Respondents, and (c) bear interest at the rate set out in the Mortgage,

and the balance, if any, to be held pursuant to a further order of this Court;

- (i) to file such Goods & Services Tax Returns as may be necessary in the name of the Receiver and the Debtor, to be paid out of protective disbursements;
- (j) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Lands and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (k) to register a copy of this Order and any other Orders in respect of the Lands against title to any of the Lands;
- (l) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for

and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtor;

- (m) to enter into agreements with any Licensed Insolvency Trustee in Bankruptcy appointed in respect of the Debtor including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (n) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (o) to take whatever steps the Receiver may consider advisable for repairing and preserving the Lands or any part thereof, including any buildings or improvements thereon, but the Receiver shall not be liable for waste;
- (p) to repair or cause to be repaired any buildings or improvements upon the Lands or any part thereof;
- (q) to receive, preserve and protect the Lands, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Lands to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (r) to pay, on behalf of the Petitioner, all necessary protective disbursements in connection with the Lands and the Respondents, QRD (Fraser Hwy) Holdings Inc. and Kaiser Weber Properties Inc. (including any and all costs associated or in connection with any corporate or related filings), including, without limiting the generality

of the foregoing, payment of utilities, security, winterization, snow removal, general repairs and maintenance, property taxes, water and sewer, hydro, gas charges, insurance premiums and payments to caretakers of the Lands, and such monies so expended shall form a charge on the Lands in favour of the Receiver in priority to the claims of the parties to this proceeding;

- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtor; (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, and in particular and without limitation: (i) schedule of tenants – terms of conditions, i.e., commencement date, termination date, renewal options, dates of any escalations and rates; (ii) pro forma of income and expenses for the operation over the past three years; (iii) common area expense breakdown; and (iv) how long has the building been operated in its present format, i.e., as individual small offices, provided however that nothing in this Order shall require the delivery of Records, or the granting of access to Records, which may not be

disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE LANDS

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. Subject to the employees' right to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtor, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in

accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “Possession”) of any of the Lands that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to

any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33, the *Fisheries Act*, R.S.C. 1985, c. F-14, the *Environmental Management Act*, R.S.B.C. 1996, c. 118 *Fish Protection Act*, S.B.C. 1997, c. 21 and regulations thereunder (collectively “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Lands within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

17. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
18. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver’s appointment; or,
 - (b) after the Receiver’s appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver’s gross negligence or wilful misconduct.

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

LIMITATION ON THE RECEIVER'S LIABILITY

20. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
- (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.
21. Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, cB-3 as amended (the "BIA") or by any other applicable legislation.

RECEIVER'S ACCOUNTS

22. The reasonable fees and disbursements of the Receiver and its legal counsel, at their standard rates and charges, shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Lands, as security for such fees and disbursements, both before and after the making of this Order, and that the Receiver's Charge shall form a first charge on the Lands in priority to all

security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, including the Respondents herein.

23. The Receiver shall only pass its accounts in the event that the parties of record give a notice of dispute of same and after a copy of such notice of dispute has been provided to the Receiver.
24. Prior to the passing of its accounts (if required), the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements (including legal fees and disbursements), incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

25. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$50,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **“Receiver’s Borrowings Charge”**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and

the charges as set out in Sections 14.06(7), 81.4(4) and 81.6(2) of the *Bankruptcy and Insolvency Act*.

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

ALLOCATION

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

SERVICE AND NOTICE OF MATERIALS

30. The Receiver and Manager shall establish and maintain a website in respect of these proceedings at: www.manning-trustee.com (the "**Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the Supreme Court Civil Rules; and,

(b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

31. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule B (the “**Demand for Notice**”). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
32. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the “**Service List**”). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
33. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

34. Notwithstanding paragraph 31 of this Order, service of the Notice of Application and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
35. The Receiver and its counsel are authorized to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

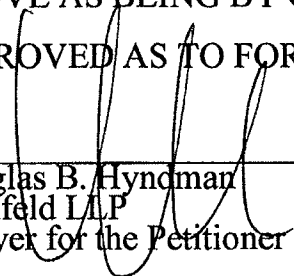
36. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
37. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
38. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

39. Nothing in this Order shall prevent the Receiver from acting as a Licensed Insolvency Trustee in Bankruptcy of the Debtor.
40. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
41. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
42. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided by the Petitioner's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
43. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

44. The Petitioner is entitled to its costs of this application as between Solicitor and Own Client.

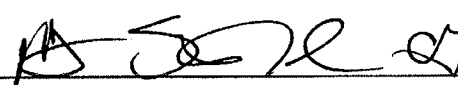
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND
CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED
ABOVE AS BEING BY CONSENT:

APPROVED AS TO FORM:



Douglas B. Hyndman
Kornfeld LLP
Lawyer for the Petitioner

BY THE COURT



REGISTRAR



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SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT _____

1. THIS IS TO CERTIFY that D. Manning & Associates Inc., the Receiver and Manager (the **"Receiver"**) of those lands and premises legally described as:

Parcel Identifier No.: 005-419-450

Lot 236 District Lot 36 Group 2 New Westminster District Plan 55940

including all proceeds thereof (collectively, the **"Lands"**) appointed by Order of the Supreme Court of British Columbia (the **"Court"**) dated the ____ day of April, 2025 (the **"Order"**) made in SCBC Action No. VLC-S-H-241077 has received as such Receiver from the holder of this certificate (the **"Lender"**) the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the 1st day of each month after the date hereof at a notional rate per annum equal to the rate of 5.5% per annum.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Lands, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Lands in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Suite 1500, 1133 Melville Street, Vancouver, British Columbia.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Lands as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the _____ day of _____, 2025

D. MANNING & ASSOCIATES INC., solely
in its capacity as Receiver of the Lands, and not
in its personal capacity

Per: _____
Name: _____
Title: _____

SCHEDULE "B"

DEMAND FOR NOTICE

TO: **Business Development Bank of Canada**
 c/o Kornfeld LLP
 Attention: Douglas B. Hyndman
 Email: dhyndman@kornfeldllp.com

AND TO: **William Choo**
 c/o D. Manning & Associates Inc.
 Email: wc@manning-trustee.com

**Re: In the matter of the Receivership of QRD (Fraser Hwy) Holdings Inc. and
 Kaiser Weber Properties Inc.**

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By facsimile, at the following facsimile number (or numbers):

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

**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
