



This is the 2nd affidavit
of Alex En Hwa Ng in this case
and was made on June 24, 2021

No. S-1913345
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

VANCOUVER CITY SAVINGS CREDIT UNION

Petitioner

AND:

356746 HOLDINGS INC. doing business as
THE GEORGE DAWSON INN
507016 B.C. LTD.
LUXOR HOLDINGS INC.
UMEDALLI THOBANI also known as
UMED THOBANI and TONY THOBANI
THE ESTATE OF AMINA THOBANI
MANOHAR ALEXANDER SAVUNDRANAYAGAM
BLUESHORE LEASING LTD.
ROYNAT INC.
1156600 B.C. LTD.
GROUPEX SYSTEMS CANADA INC.

Respondents

AFFIDAVIT

I, Alex En Hwa Ng, of the City of Vancouver, in the Province of British Columbia, SWEAR
THAT:

1. I am a Licensed Insolvency Trustee and Chartered Insolvency and Restructuring Professional, employed by D. Manning & Associates Inc., the Receiver and Manager herein (the "Receiver") and as such have personal knowledge of the facts and matters herein except where stated to be based on information and belief and where so stated I

verily believe them to be true. I am authorized by the Receiver to make this affidavit on its behalf.

2. All capitalized terms bear the same definitions as in the accompanying Notice of Application, unless otherwise defined.
3. By Order of the Court made April 20, 2020, the Receiver was appointed as the Receiver and Manager in respect of the assets, undertakings and property of 356746 Holdings Inc. doing business as the George Dawson Inn (the “**Company**”) located at 11705 – 8th Street, Dawson Creek, B.C., V1G 4N9, (the “**Property**”) pursuant to the Order of Madam Justice Fitzpatrick pronounced April 20, 2020 (the (“**Receivership Order**”). Attached hereto as Exhibit “A” is a true copy of the Receivership Order.
4. On April 20, 2020, the Receiver wrote to RBC, provided them with the Receivership Order and advised RBC to *inter alia* freeze account number 01680-003-1072677 at its Dawson Creek branch (the “**677 Dawson Creek Account**”), allowing only deposits and withdrawals only with the consent of the Receiver. A true copy of that correspondence is attached hereto as Exhibit “B”.
5. The Receiver became aware that RBC made a withdrawal from the 677 Dawson Creek Account on May 5, 2021 in the amount of \$19,717.31 (the “**Funds**”) and that the Funds had been credited by RBC to an RBC Visa debt.
6. Upon becoming aware of this withdrawal, the Receiver wrote to RBC on May 7, 2021 demanding an immediate return of the Funds. RBC responded to the Receiver on May 11, 2021 declining to return the Funds. A true copy of this correspondence is attached hereto as Exhibit “C”.
7. As a result of RBC’s refusal to return the Funds to the Receiver, the Receiver’s legal counsel wrote to RBC by way of letter dated May 12, 2021. RBC declined to respond to this letter and legal counsel followed up by email on May 25, 2021.
8. RBC responded to the Receiver’s legal counsel on May 28, 2021 confirming that the Funds had been applied to an RBC Visa and that:

“PLEASE NOTE FUNDS WERE UTILIZED BY RBC BANKRUPTCY AS PER AUTHORITY OF THE BANK TO PERFORM BOOK-KEEPING DISPOSITIONS, FURTHER YOUR REQUEST FOR FUNDS HAS BEEN RELAYED FOR COMPLETION AT THE BRANCH.”

- 9. On June 14, 2021 the Receiver’s legal counsel followed up with RBC once again. Attached hereto as Exhibit “D” are true copies of the above-noted correspondence with RBC between May 12, 2021 and June 14, 2021.
- 10. RBC’s withdrawal of the Funds was unauthorized and was not consented to or approved by the Receiver, either orally or in writing.
- 11. RBC Visa is an unsecured creditor of the Company and was aware of the Receivership. The RBC Visa debt was incurred prior to the Receivership Order being granted. Attached hereto as Exhibit “E” is a copy of the Receiver’s creditor package indicating Royal Bank Visa as an unsecured creditor of the Company, dated April 28, 2020.
- 12. Despite the demands and requests for the return of the Funds from RBC to the Receiver, RBC has refused or neglected to return the Funds to the Receiver as of the date of this Affidavit.
- 13. I make this Affidavit in support of the Receiver’s application for an Order requiring that RBC immediately return the Funds to the Receiver

SWORN BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 24th day of June, 2021.)

William Choo

_____)
A Commissioner for taking Affidavits)
within British Columbia)

Alex En Hwa Ng

_____)
Alex En Hwa Ng)

WILLIAM CHOO
*A Commissioner for taking Affidavits
for the Province of British Columbia
Suite 520, 625 Howe Street
Vancouver, B.C. V6C 2T6*
Appointment Expires: May 31, 2022

This is Exhibit "A" referred to in the Affidavit of Alex En Hwa Ng sworn before me at Vancouver, BC, this 24th day of June, 2021.



*A Commissioner for taking Affidavits within
British Columbia*



No. S1913345
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

VANCOUVER CITY SAVINGS CREDIT UNION

Petitioner

and

356746 HOLDINGS INC. doing business as
THE GEORGE DAWSON INN
507016 B.C. LTD.
LUXOR HOLDINGS INC.
UMEDALLI THOBANI also known as
UMED THOBANI and TONY THOBANI
THE ESTATE OF AMINA THOBANI
MANOHAR ALEXANDER SAVUNDRANAYAGAM
BLUESHORE LEASING LTD.
ROYNAT INC.
1156600 B.C. LTD.

Respondents

RECEIVERSHIP ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
MADAM JUSTICE FITZPATRICK) MONDAY, THE 20TH DAY OF APRIL, 2020
)
)

ON THE APPLICATION of the Petitioner for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the “LEA”) appointing **D. Manning & Associates Inc.** as Receiver and Manager (in such capacity, the “Receiver”) without security, of all of the assets, undertakings and property of **356746 HOLDINGS INC.** (the “Debtor”) acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing, by teleconference, this day at Vancouver, British Columbia.

AND ON READING the Affidavits #1 and #2 of Frank Seminara sworn November 22, 2019 and November 26, 2019, and Affidavit #1 of Alan A. Frydenlund QC sworn November 22, 2019, the Affidavit #1 of Alex En Hwa Ng sworn April 6, 2020 and the consent of D. Manning & Associates Inc. to act as the Receiver; AND ON HEARING Alan A. Frydenlund QC, Counsel for Vancouver City Savings Credit Union, John Fiddick, Counsel for 356746 Holdings Inc. and Umedalli Thobani and Daniel Shouldice, Counsel for Conexus Credit Union, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, D. Manning & Associates Inc. is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtor, including, but not limited to, doing business as The George Dawson Inn and located at 11705- 8th Street, Dawson Creek, British Columbia and wherever situated including all proceeds, excluding the Quality Hotel & Conference Centre, (the “Property”).

RECEIVER’S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtor, including the authority to the Licensee's business which include operating under Liquor Primary Licence #021832 and Food Primary License #42999 which includes Liquor, and including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor also including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
 - (d) 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 purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting these amounts, including, without limitation, enforcement of any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtor, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$50,000 provided that the aggregate consideration for all such transactions does not exceed \$150,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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;
- (q) to enter into agreements with any Licensed Insolvency Trustee 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;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (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 Person.

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 paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

9. 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

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour

of or held by the 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

11. 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

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

EMPLOYEES

13. Subject to the employees' right to terminate their employment, all employees of the 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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver’s appointment; or,
 - (b) after the Receiver’s appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver’s gross negligence or wilful misconduct.
18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for

the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

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

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

RECEIVER'S ACCOUNTS

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

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (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 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 BIA.

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

ALLOCATION

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

SERVICE AND NOTICE OF MATERIALS

28. The Receiver 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.
29. 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.
30. 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.

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

GENERAL

34. 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.
35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as a Licensed Insolvency Trustee of the Debtor.
37. 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.
38. 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.

39. 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.
40. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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

APPROVED BY:



Alan A. Frydenlund QC
Lawyer for the Petitioner

BY THE COURT

DISTRICT REGISTRAR

SCHEDULE "A"

RECEIVER AND MANAGER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that D. Manning & Associates Inc. the Receiver and Manager (the "**Receiver**") of all of the assets, undertakings and properties of 356746 HOLDINGS INC. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia (the "**Court**") dated the 20th day of April, 2020 (the "**Order**") made in SCBC Action No. S1913345 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 \$1,000,000 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 [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the _____ day of _____, 202__.

D. Manning & Associates Inc., solely in its capacity as Receiver and Manager of the assets, undertakings, and property of 356746 Holdings Inc. doing business as The George Dawson Inn , and not in its personal capacity

Per:

Name:

Title:

Schedule "B"

Demand for Notice

TO: [Name of Applicant]
c/o [Name of Counsel to the Applicant]
Attention:
Email:

AND TO: D. Manning & Associates Inc.
c/o Owen Bird Law Corporation
Attention: Alan A. Frydenlund QC
Email: afrydenlund@owenbird.com

Re: In the matter of the Receivership of 356746 HOLDINGS 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: _____

Action No. S1913345

IN THE SUPREME COURT OF BRITISH
COLUMBIA

BETWEEN:

VANCOUVER CITY
SAVINGS CREDIT
UNION

Petitioner

- and -

356746 HOLDINGS INC. doing business as
THE GEORGE DAWSON INN et. al.

Respondents

This is Exhibit "B" referred to in the Affidavit of Alex En Hwa Ng sworn before me at Vancouver, BC, this 24th day of June, 2021.



*A Commissioner for taking Affidavits within
British Columbia*

From: Alex Ng
Sent: Monday, April 20, 2020 3:15 PM
To: bankruptcydocuments@asset.net
Subject: 356746 Holdings Inc. dba George Dawson Inn

Hello,

RE: RBC accounts # 01680-003-1001668, # 01680-003-1072677 (Dawson Creek Branch)
RBC account # 00920-003-1002559 (1055 West Georgia Street, Vancouver Branch)

On April 20, 2020, we were appointed by the Court as Receiver and Manager ("**the Receiver**") of the assets, undertakings and property of 356746 Holdings Ltd. dba George Dawson Inn. The entered Order is attached for your information.

Kindly arrange to have accounts # 01680-003-1001668 and # 01680-003-1072677 (Dawson Creek Branch) frozen (allowing deposits only, and withdrawals only with the consent of the Receiver), and to advise the writer

in the event of any new deposits or withdrawal requests. We would also like to change the authorized signatories on the account; please send us whatever information is required in order to arrange for this.

Further, kindly arrange to have account # 00920-003-1002559 (1055 West Georgia Street Branch) frozen and the balances sent to the Receiver.

We are also sending letters to the Dawson Creek Branch and the 1055 West Georgia Street Branch advising of same.

Thank you for your assistance. Please call the writer upon receipt of this letter.,

Yours very truly,

D. MANNING & ASSOCIATES INC.
COURT-APPOINTED RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF
356746 HOLDINGS LTD. dba GEORGE DAWSON INN
not in its personal capacity

Per: Alex E.H. Ng, LIT, CIRP

Attachment

cc. bankruptcydocuments@asset.net

=====
Alex E.H. Ng, B.A. (Hon's), LL.B, CIRP, LIT
Vice President and Licensed Insolvency Trustee
D. Manning & Associates Inc.
(604)683-8030, Fax (604)683-8327
alex.ng@manning-trustee.com
www.manning-trustee.com
=====

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

This is Exhibit "C" referred to in the Affidavit of Alex En Hwa Ng sworn before me at Vancouver, BC, this 24th day of June, 2021.

A handwritten signature in cursive script, appearing to read "William Au".

*A Commissioner for taking Affidavits within
British Columbia*

From: Collections Bankruptcy-CCS <collbank@rbc.com>
Sent: Tuesday, May 11, 2021 12:30 PM
To: Alex Ng <alexng@manning-trustee.com>
Cc: Blore, Georgette <georgette.blore@rbc.com>; Rasalingam, Rubini (Ruby) <rubini.rasalingam@rbc.com>
Subject: RE: 356746 Holdings Inc. dba George Dawson Inn

Good day Alex,

Please be advised that RBC Bankruptcy Agents/Officers are authorized to transfer funds from accounts with a credit balance to an account with a debit balance. Specifically in relation to section 97 of the bankruptcy and Insolvency Act Houlden and Morawetz in their annotation state as follows: "The relationship between a bank and its customers is that of debtor and creditor, and payments to and drawings upon the customer's account can be applied against each other. Transfer of funds from an account containing a credit balance to an account with a debit balance is not a set off in the ordinary sense but merely a book-keeping entry. The transfer of funds does not in itself constitute a fraudulent preference; it is a book-keeping disposition by the bank of its own money and not a payment."

Thank you,

Dmitri Pisartchik | Specialized Service Officer, National Bankruptcy & Government Programs | **Royal Bank of Canada** | Toll-free: 1-800-923-5348 | Fax: 1-866-227-5829 | PO Box 5050 Station A, Mississauga ON L5A 4N3

From: Alex Ng [<mailto:alexng@manning-trustee.com>]
Sent: Friday, May 7, 2021 6:06 PM
To: Collections Bankruptcy-CCS <collbank@rbc.com>; bankruptcydocuments@asset.net
Cc: Alan Frydenlund <afrydenlund@owenbird.com>; William Choo <wc@manning-trustee.com>
Subject: FW: 356746 Holdings Inc. dba George Dawson Inn

[External]/[Externe]

Dmitri,

It is our understanding that on May 5, 2021, a withdrawal of \$19,717.31 was taken from an account at the RBC Dawson Creek Branch, that was under the control of the Receiver. We have been advised by the branch that this amount was applied against an overdue RBC Visa account.

We had written to your department upon our appointment on April 20, 2020 (see below), attaching our Court Order (attached) that provides for a stay of proceedings on all actions against the Company's property or against the Receiver. In our e-mail we asked your department to freeze the account and to allow deposits only, and withdrawals only with the consent of the Receiver. The Receiver did not consent to the withdrawal of \$19,717.31 to pay an unsecured RBC Visa debt from prior to the Receivership.

RBC Visa was aware of the Receivership, as per the attached Notice of Receivership which lists them as an unsecured creditor.

Please be advised that we require the immediate return of the \$19,717.31 to the Company's account.

Thank you and we look forward to your response. For your information, we are copying our counsel, Alan Frydenlund of Owen Bird Law Corporation, on this e-mail.

Alex

=====
Alex E.H. Ng, B.A. (Hon's), LL.B, CIRP, LIT
Vice President and Licensed Insolvency Trustee
D. Manning & Associates Inc.
(604)683-8030, Fax (604)683-8327
alex.ng@manning-trustee.com
www.manning-trustee.com
=====

This is Exhibit "D" referred to in the Affidavit
of Alex En Hwa Ng sworn before me at
Vancouver, BC, this 24th day of June, 2021.

A handwritten signature in cursive script, appearing to read "William Crow".

*A Commissioner for taking Affidavits within
British Columbia*

Alan A Frydenlund, QC*
 Harvey S Delaney*
 Paul J Brown*
 Heather E Maconachie
 Michael F Robson*
 Paul A Brackstone*
 Pamela E Sheppard*
 Jocelyn M Bellerud*
 Heather A. Frydenlund**
 Georgia Barnard
 Yasmin D'Costa

Rose-Mary L. Basham, QC, Associate Counsel*
 Josephine M Nadel, QC, Associate Counsel*
 James D Burns, Associate Counsel*
 Duncan J Manson, Associate Counsel*
 Hon Walter S Owen, OC, QC, LLD (1981)
 John I Bird, QC (2005)

Jeffrey B Lightfoot*
 Christopher P Weafer*
 Gregory J Tucker, QC** **
 Harley J Harris*
 Jennifer M Williams*
 Scott H Stephens*
 David W P Moriarty
 Katharina R Spotzl*
 Steffi M Boyce
 Brittney S Dumanowski

Daniel W Burnett, QC*
 Ronald G Paton*
 Gary M Yaffe*
 Jonathan L Williams*
 Kari F Richardson*
 James W Zaitsoff*
 Daniel H Coles*
 Sameer Kamboj
 Patrick J Weafer
 Laura A Buitendyk

+ Law Corporation
 * Also of the Yukon Bar
 ** Also of the Alberta Bar
 *** Also of the Ontario Bar
 ** Also of the Washington Bar

OWEN BIRD
 LAW CORPORATION

PO Box 49130
 Three Bentall Centre
 2900-595 Burrard Street
 Vancouver, BC
 Canada V7X 1J5
 Telephone 604 688-0401
 Fax 604 688-2827
 Website www.owenbird.com

Direct Line: 604 691-7532
 Direct Fax: 604 632-4458
 E-mail: hfydenlund@owenbird.com
 Our File: 23024/0091

May 12, 2021

VIA EMAIL: COLLBANK@RBC.COM

Royal Bank of Canada
 PO Box 5050 Station A
 Mississauga, Ontario L5A 4N3

Attention: Dimitri Pisartchik – Specialized Service Officer

Dear Sirs/Mesdames:

**Re: Receivership of 356746 Holdings Inc. dba the George Dawson Inn (the “Debtor”) –
 Unauthorized Withdrawal from RBC Account**

We are the solicitors for D. Manning & Associates Inc. (the “Receiver”), the Court appointed Receiver and Manager of the assets, undertakings and property of the Debtor.

We write further to your recent correspondence with the Receiver in respect of an unauthorized withdrawal made from the Debtor’s RBC account # 01680-003-1072677 (Dawson Creek) (the “Account”) in the amount of \$19,717.31 to the credit of an RBC Visa on May 5, 2021. We confirm the Receiver’s correspondence to you that this withdrawal was unauthorized and must be returned to the credit of the Account immediately.

We have been advised that the Receiver provided you with the Receivership Order on April 20, 2020 (the “Receivership Order”) being the date upon which the Receiver was Court appointed. As part of that correspondence, the Receiver directed specifically that RBC freeze the Account and permit deposits only. Those directions are pursuant to the terms of the Receivership Order itself, and the applicable law. We have enclosed another copy of the Receivership Order for your reference, but would specifically like to draw your attention to the following applicable paragraphs therein:

3. “...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”; and

May 12, 2021
Page 2

OWEN·BIRD
LAW CORPORATION

9. "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..."

The funds in question constitute Property of the Debtor and any rights as against the funds are stayed pursuant to the Receivership Order. This includes removing the funds from the Account to the credit of the RBC Visa. The Receiver did not consent to removing the funds in question from the Account.

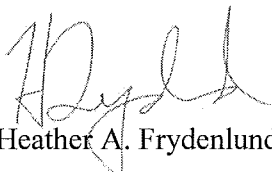
We have been advised that the RBC Visa account is an unsecured debt that was incurred prior to the date the Debtor was put into receivership. That unsecured claim cannot be paid in priority to secured creditors (or other unsecured creditors) at RBC's discretion.

We ask that RBC credit the Account with the funds that were withdrawn forthwith. If you wish to further discuss the contents of this letter or the applicable legal basis, please do not hesitate to contact the writer. If RBC refuses to credit the Account with the funds, the Receiver reserves its right to take all necessary steps by law to have those funds returned.

We look forward to hearing from you at your earliest.

Yours truly,

OWEN BIRD LAW CORPORATION



Heather A. Frydenlund

HAF/hf
Encl.

Antonia Chen

From: Heather Frydenlund
Sent: Monday, June 14, 2021 5:00 PM
To: 'Varela, Pierre'
Cc: Trinidad, Duane
Subject: RE: Receivership of 356746 Holdings Inc. dba the George Dawson Inn

Importance: High

Hi Pierre,

I left a message for you this morning regarding the below and have not yet heard back from you. Further to you email below on May 28, 2021 please advise the status of our demand for the funds to be returned. Alternatively, please advise who I can speak to directly "at the branch" about this.

The Receiver must deal with this issue and your prompt attention is required. I anticipate receiving instructions to bring a Court Application to deal with this if I do not receive a positive response to our demand very promptly.

I can be reached at this email address or by phone at [REDACTED].

Thank you,

Heather A. Frydenlund
 Barrister & Solicitor

Direct Line (604) 691-7532 | Direct Fax (604) 632-4458
 Email hfrydenlund@owenbird.com



Bentall 3, Suite 2900, 595 Burrard Street
 PO Box 49130, Vancouver, BC V7X 1J5 Canada
 Telephone (604) 688-0401 | Fax (604) 688-2827
www.owenbird.com



From: Varela, Pierre [<mailto:pierre.varela@rbc.com>]
Sent: May 28, 2021 12:53 PM
To: Heather Frydenlund <hfrydenlund@owenbird.com>
Cc: Trinidad, Duane <duane.trinidad@rbc.com>
Subject: FW: Receivership of 356746 Holdings Inc. dba the George Dawson Inn
Importance: High

CAUTION: This email originated from outside of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Heather, amount of \$19,717.31 was credited to business visa ending in 4361.

"PLEASE NOTE FUNDS WERE UTILIZED BY RBC BANKRUPTCY AS PER AUTHORITY OF THE BANK TO PERFORM BOOK-KEEPING DISPOSITIONS, FURTHER YOUR REQUEST FOR FUNDS HAS BEEN RELAYED FOR COMPLETION AT THE BRANCH."

Thank you

Pierre Varela | Specialized Service Officer, National Bankruptcy & Government Programs | Royal Bank of Canada | Toll-Free: 1-800-923-5348 | Fax: 1-866-227-5829

From: Collections Bankruptcy-CCS
Sent: 2021, May, 28 3:47 PM
To: Varela, Pierre <pierre.varela@rbc.com>
Subject: FW: Receivership of 356746 Holdings Inc. dba the George Dawson Inn
Importance: High

From: Heather Frydenlund [<mailto:hfraydenlund@owenbird.com>]
Sent: May 25, 2021 8:13 PM
To: Collections Bankruptcy-CCS <collbank@rbc.com>
Cc: Antonia Chen <achen@owenbird.com>
Subject: FW: Receivership of 356746 Holdings Inc. dba the George Dawson Inn
Importance: High

[External]/[Externe]

Good Afternoon,

I'm following up with respect to the attached letter that was sent on May 12, 2021. Please advise when we can expect to receive funds in the amount of \$19,717.31 credited back to the Account.

If you wish to discuss, please contact me. Otherwise, we expect to receive the funds forthwith. We hope that this can be resolved imminently, without the need for us to take further steps.

I look forward to hearing from you.

Thank you,

Heather A. Frydenlund
 Barrister & Solicitor

Direct Line (604) 691-7532 | Direct Fax (604) 632-4458
 Email hfraydenlund@owenbird.com



Bentall 3, Suite 2900, 595 Burrard Street
 PO Box 49130, Vancouver, BC V7X 1J5 Canada
 Telephone (604) 688-0401 | Fax (604) 688-2827
www.owenbird.com



From: Antonia Chen
Sent: May 12, 2021 12:55 PM
To: 'collbank@rbc.com' <collbank@rbc.com>
Cc: Heather Frydenlund <hfraydenlund@owenbird.com>; Alan Frydenlund <afrydenlund@owenbird.com>
Subject: Receivership of 356746 Holdings Inc. dba the George Dawson Inn
Importance: High

Good afternoon,

Please see attached correspondence dated May 12, 2021 sent on behalf of Ms. Heather Frydenlund with enclosure for your attention.

Thank you,

Antonia Chen
Legal Administrative Assistant



Telephone (604) 697-5610
Email achen@owenbird.com

Bentall 3, Suite 2900, 595 Burrard Street
PO Box 49130, Vancouver, BC V7X 1J5 Canada
Telephone (604) 688-0401 | Fax (604) 688-2827
www.owenbird.com



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This is Exhibit "E" referred to in the Affidavit
of Alex En Hwa Ng sworn before me at
Vancouver, BC, this 24th day of June, 2021.

A handwritten signature in cursive script, appearing to read "William Chow".

*A Commissioner for taking Affidavits within
British Columbia*

D. MANNING & ASSOCIATES INC.

Licensed Insolvency Trustee

Suite 520
625 Howe Street
Vancouver, B.C.
V6C 2T6
Telephone: (604) 683-8030
Facsimile: (604) 683-8327
<http://www.manning-trustee.com>

FORM 87

IN THE MATTER OF THE RECEIVERSHIP OF
356746 HOLDINGS INC. DBA GEORGE DAWSON INN
NOTICE AND STATEMENT OF THE RECEIVER AND MANAGER
(Subsections 245(1) and 246(1) of the Act)

The Receiver and Manager gives notice and declares that:

1. On the 20th day of April 2020, the undersigned, D. Manning & Associates Inc., became the Receiver and Manager in respect of the assets, undertakings, and property of 356746 Holdings Inc. dba George Dawson Inn ("the Debtor").

2. The undersigned became a Receiver and Manager by having taken possession or control of the property described in Appendix A, pursuant to a Court order pronounced before the Honourable Justice Fitzpatrick on April 20, 2020 (No. S1913345 Vancouver Registry).

The undersigned took possession or control of the property described in Appendix A on the 20th day of April 2020.

3. The following information relates to the Debtor:

- | | | |
|-----|-----------------------------|--|
| (a) | Address of Debtor: | 11705 8th Street
Dawson Creek, B.C. |
| (b) | Principal line of business: | Hotel |
| (c) | Location of business: | 11705 8th Street
Dawson Creek, B.C. |

- (d) Amount owed by the Debtor to each creditor who holds a security on the property described above:

City of Dawson Creek (Property Taxes and Utilities) 10105 12A Street Dawson Creek, BC V1G 3V7	\$415,825.18 as of April 21, 2020 plus interest.
Vancouver City Savings Credit Union Suite 710 – 815 West Hastings Street Vancouver BC V6C 1B4	\$1,418,679.92 as of April 20, 2020 plus interest and costs.
Blueshore Leasing Ltd. 1250 Lonsdale Avenue North Vancouver BC V7M 2H6	\$131,842.80 as of April 20, 2020.
Canada Revenue Agency (re: GST) PO Box 9070, Station Main 9737 King George Blvd Surrey BC V3T 5W6	To Be Determined
WorkSafeBC PO Box 5350 Stn Terminal Vancouver, BC V6B 5L5	To Be Determined
Mercedes-Benz Financial Services Canada Corporation 2680 Matheson Blvd. E. Ste 500 Mississauga ON L4W 0A5	To Be Determined
Her Majesty The Queen in the Right of the Province of British Columbia 1802 Douglas Street Victoria BC V8T 4K6	To Be Determined
CWB National Leasing Inc. 1525 Buffalo Place Winnipeg MB R3T 1L9	To Be Determined
Groupep Systems Canada Inc. 15102 – 128TH Avenue Edmonton AB T5V 1A8	To Be Determined

Conexus Credit Union c/o McMillan LLP, Attn: Daniel Shouldice P.O. Box 11117 1500 – 1055 West Georgia Street Vancouver BC V6E 4N7	\$1,386,920.63 as of February 6, 2020 plus interest and costs.
Manohar Alexander Savundranayagam 7088 18th Avenue, Unit 2807 Burnaby BC V3N 0A2	\$173,655.74 as of April 20, 2020.
Employees Holiday Pay c/o George Dawson Inn 11705 8th Street Dawson Creek BC V1G 4N9	To Be Determined
Tracey Winland (Bonus Payable) c/o George Dawson Inn 11705 8th Street Dawson Creek BC V1G 4N9	To Be Determined

(e) Contact person for Receiver and Manager:

Mr. William Choo, CPA, CGA Telephone: (604) 683-8030
Facsimile: (604) 683-8327
E-mail: wc@manning-trustee.com

Dated at Vancouver, British Columbia, this 28th day of April 2020.

D. MANNING & ASSOCIATES INC.

Solely in its capacity as Receiver and Manager
of assets, undertakings, and property
of 356746 Holdings Inc. dba George Dawson Inn
(Not in its personal capacity)



Per: William Choo, CPA, CGA
Senior Vice-President
Attachments
WC:mc

APPENDIX A
NOTICE AND STATEMENT OF THE RECEIVER AND MANAGER

IN THE MATTER OF THE RECEIVERSHIP OF
356746 HOLDINGS INC. DBA GEORGE DAWSON INN

LIST OF ASSETS IN THE POSSESSION OR CONTROL
OF THE RECEIVER AND MANAGER

	Debtor's <u>Estimated Value (\$)</u>
Cash on hand and in bank	To be Determined
Accounts Receivable	To be Determined
Hotel Supplies Inventory	To be Determined
Prepaid Expenses and Deposits	To be Determined
Furniture, Equipment, and Vehicle	To be Determined
Land and Building (11705 8th Street, Dawson Creek, BC)	To be Determined
<u>Other Assets</u>	<u>To be Determined</u>
Total	<u>To be Determined</u>

This Appendix should be read in conjunction with the Notice and Statement of the Receiver and Manager of 356746 Holdings Inc. dba George Dawson Inn dated April 28, 2020.

**APPENDIX B
NOTICE AND STATEMENT OF THE RECEIVER AND MANAGER**

**IN THE MATTER OF THE RECEIVERSHIP OF
356746 HOLDINGS INC. DBA GEORGE DAWSON INN**

LIST OF OTHER CREDITORS AND THE AMOUNT OWED TO EACH CREDITOR

Company Name	Address	Amount owed
Alec Hartney	PO Box 936, Pouce Coupe, BC V0C-2C0	\$22,802.27
Atchison Refrigeration	613 Wilson Rd, Dawson Creek, BC V1G-4H7	\$4,168.48
AV Tech	1436- 102nd Ave, Dawson Creek, BC V1G-2C9	\$849.90
BC Fire Protection	Box 298, Dawson Creek, BC V1G-4G7	\$655.74
Bell Express Vu	Box 3017 Station Terminal, Vancouver, BC V6B-6L1	\$369.48
Big Fish Ventures	10033 9th Street, Dawson Creek, BC V1G-5A8	\$6,812.50
BCHA	200- 948 Howe Street, Vancouver, BC V6Z-1N9	\$1,064.57
Canadian Linen	8631 Stadium Road, Edmonton, AB T5H- 3W9	\$3,795.24
CLR Concepts	Unit 10 -15243-91 Ave, Surrey, BC V3R-9K2	\$600.13
Faye Francis	Box 168, Arras, BC V0C-1B0	\$4,301.21
Hi-Tech Business	10115 99 Ave, Grande Prairie, AB T8V-0S1	\$43.68
Imperial Oil(Esso)	2000 Miquelon Ave, Devon, AB T9G-1A9	\$963.31
Kiwanis Club	Box 765, Dawson Creek, BC V1G-4H8	\$115.50
Legacy Signs	800 96 Ave, Dawson Creek, BC V1G-1K7	\$5,555.20
Northern Janitorial	9709- 17th Street, Dawson Creek, BC V1G-4B1	\$748.44
Oscars Disposal	Box 881, Charlie Lake, BC V0C-1H0	\$548.49
Security Web Alarms	Box 164, Fort St John V1J-0K9	\$326.41
Shaw Cable/Internet	PO Box 2468 Stn Main, Calgary, AB T2P-4Y2	\$2,207.00
Telus	Box 7575, Vancouver, BC V6B-8N9	\$5,407.39
TYCO Simplex	17402 116 Ave, Edmonton AB T5S-2X2	\$3504.76 (Disputed)
VanHoutte	11 217 91 Ave, Grande Prairie AB T8V-523	\$1,179.88
Pacific Northern Gas	Box 5500 Station Terminal, Vancouver, BC V6B-4L9	\$23,384.71
Waste Management	Box 138 Station M, Calgary AB T2P-2H6	\$1,478.38
Employer Health Tax	PO Box 9445 Stn Prov Govt, Victoria, BC V8W-9V5	\$7,658.71
BC Hydro	Box 9501 Station Terminal, Vancouver, BC V6B-4N1	To Be Determined
Collabria	#1414 8th Street SW, Suite 280, Calgary, AB T2R-1J6	\$7,740.21
Royal Bank Visa	PO Box 4016 Station A, Toronto Ont, M5W-2E6	\$20,364.11

This Appendix should be read in conjunction with the Notice and Statement of the Receiver and Manager of 356746 Holdings Inc. dba George Dawson Inn dated April 28, 2020.

**APPENDIX C
NOTICE AND STATEMENT OF THE RECEIVER AND MANAGER**

**IN THE MATTER OF THE RECEIVERSHIP OF
356746 HOLDINGS INC. DBA GEORGE DAWSON INN
INTENDED PLAN OF ACTION OF THE RECEIVER AND MANAGER**

D. Manning & Associates Inc. was appointed Receiver and Manager of all assets, undertakings, and property (the "Assets") of 356746 HOLDINGS INC. DBA GEORGE DAWSON INN ("the Debtor") by virtue of being appointed pursuant to a Court order pronounced by the Honourable Justice Fitzpatrick on April 20, 2020 (No. S1913345 Vancouver Registry).

D. Manning & Associates Inc., pursuant to the aforementioned appointment, intends to:

1. Take possession of and secure the Assets of the Debtor.
2. Maintain and preserve the Debtor's Assets and continue to operate the business, pursuant to the Court Order granted.
3. Seize cash on hand and cash in the Debtor's bank accounts.
4. Collect the Debtor's outstanding accounts receivable, pre and post receivership.
5. Determine if there are any other assets of the Debtor.
6. Retain and/or employ such persons and corporations required to assist the Receiver and Manager in completing its duties for the purposes of protecting and preserving the Assets and managing the Debtor's business as a going concern.
7. Arrange to borrow monies and obtain advances to pay operating and receivership costs and issue Receiver and Manager's Certificates for the Receiver and Manager's borrowings.
8. Arrange for an appraisal, of the Assets and business, solicit marketing proposals on George Dawson Inn's Assets and business, enter into a listing agreement with a real estate firm, and offer the Debtor's Assets and business for sale as a going concern, review offer(s) received, and complete a sale of all the Debtor's Assets and business, subject to Court approval.
9. Any other duties as outlined in the Court Order dated April 20, 2020 and any subsequent court orders, until further Order(s) of the Court.
10. Repay Receiver and Manager's borrowings and distribute the net proceeds from cash on hand and in bank, the collection of accounts receivable, deposits, and sale of the Debtor's assets and business, and other assets, considering the security interests of all the Debtor's creditors, and pursuant to the Court Order(s) pronounced.

This Appendix should be read in conjunction with the Notice and Statement of the Receiver and Manager of 356746 Holdings Inc. dba George Dawson Inn dated April 28, 2020.

**IN THE SUPREME COURT OF
BRITISH COLUMBIA**

BETWEEN:

VANCOUVER CITY SAVINGS CREDIT UNION

Petitioner

AND:

356746 HOLDINGS INC. doing business as
THE GEORGE DAWSON INN
507016 B.C. LTD.
LUXOR HOLDINGS INC.
UMEDALLI THOBANI also known as
UMED THOBANI and TONY THOBANI
THE ESTATE OF AMINA THOBANI
MANOHAR ALEXANDER SAVUNDRANAYAGAM
BLUESHORE LEASING LTD.
ROYNAT INC.
1156600 B.C. LTD.
GROUPEX SYSTEMS CANADA INC.

Respondents

AFFIDAVIT

OWEN BIRD LAW CORPORATION
P.O. Box 49130
Three Bentall Centre
2900 - 595 Burrard Street
Vancouver, BC V7X 1J5
Attention: Heather A. Frydenlund
File No. 23024-0091