



No. H-200452  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

VANCOUVER CITY SAVINGS CREDIT UNION

Petitioner

AND:

1188322 B.C. LTD.  
MILE'S END MOTORS LTD.  
DAVID CHRISTIAN BENTIL  
WESTBANK HOLDINGS LTD.  
MANN MORTGAGE INVESTMENT CORPORATION  
NEXTGEAR CAPITAL CORPORATION  
ROYAL BANK OF CANADA  
ALL TENANTS AND OCCUPIERS OF THE SUBJECT LANDS

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF**

1188322 B.C. LTD.  
(#1901 – 1171 JERVIS STREET, VANCOUVER, B.C.)

**FIRST AND FINAL REPORT OF THE COURT-APPOINTED  
RECEIVER AND MANAGER,  
D. MANNING & ASSOCIATES INC.**

NOVEMBER 9, 2022

D. MANNING & ASSOCIATES INC.  
COURT-APPOINTED RECEIVER AND MANAGER OF THE  
ASSETS, UNDERTAKINGS AND PROPERTY OF  
1188322 B.C. LTD.  
Suite 520 – 625 Howe Street  
Vancouver, B.C. V6C 2T6  
(604) 683-8030, Fax (604) 683-8327  
[www.manning-trustee.com](http://www.manning-trustee.com)

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## SCHEDULES

- A. Court Order, pronounced January 22, 2021 (but made effective January 29, 2021), appointing D. Manning & Associates Inc. as Receiver and Manager of the Assets, Undertakings and Property of 1188322 B.C. Ltd.
- B. Order Nisi of Foreclosure made January 22, 2021
- C. Vancouver City Savings Credit Union payout statements for 1188322 B.C. Ltd. and Mile's End Motors Ltd. as of November 1, 2022
- D. Court-Appointed Receiver and Manager's Interim Statement of Cash Receipts and Disbursements for the period January 29, 2021 to November 4, 2022
- E. Summary of Invoices of D. Manning & Associates Inc. for the period January 29, 2021 to completion
- F. Summary of Invoices of Owen Bird Law Corporation for the period January 29, 2021 to November 4, 2022

## I. INTRODUCTION

1. D. Manning & Associates Inc. (“DMA”) was appointed as Receiver and Manager (the “Receiver”) of the Assets, Undertakings and Property of 1188322 B.C. Ltd. (the “Company”) pursuant to an Order of the Supreme Court of British Columbia pronounced January 22, 2021 (but made effective January 29, 2021) under Action No. H-200452 (Vancouver Registry) (Schedule “A”).
2. Prior to the Receivership appointment, DMA had been engaged by Vancouver City Savings Credit Union (“Vancity”) as Monitor of the Company, effective November 5, 2020.
3. The Receiver submits this First and Final Report detailing its activities as Receiver and relevant financial information in connection with the Receivership for the period January 29, 2021 (date of Court appointment as Receiver) to completion.

## II. QUALIFICATIONS AND RESTRICTIONS OF THIS REPORT

4. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this Report. Any use which any party makes of this Report, or any reliance or decisions to be made on this Report, is the sole responsibility of such party.
5. All dollar amounts identified in this Report are expressed in Canadian dollars, unless otherwise specified.

### III. BACKGROUND

6. Vancouver City Savings Credit Union (“Vancity”) made an application to the Supreme Court of British Columbia (the “Court”) for the appointment of a Receiver and Manager. The application was heard on January 22, 2021 before Madam Justice Adair. The application was uncontested, and a Receivership Order was made effective January 29, 2021.
7. The Company’s sole asset is a single residential condominium unit in the Yaletown neighbourhood of Vancouver, British Columbia, legally described as follows:

Strata Lot 57 Block 37 District Lot 185  
New Westminster Land District Strata Plan EPS4184  
together with an interest in the common property in proportion to the  
unit entitlement of the strata lot as shown on Form V  
PID 030-569-818

Civic address: #1901 – 1171 Jervis Street, Vancouver, B.C. V6E 0C9

(the “Property”)

8. The principal of the Company is Mr. David Christian Bentil.
9. As of the date of this Report, the Property remains unsold and is currently tenanted.

#### IV. PROFESSIONAL FEES AND SUMMARY OF RECEIVERSHIP ACTIVITIES

##### *Professional Fees*

10. The Receiver's fees and disbursements from January 29, 2021 to completion amount to **\$141,001.77** (including GST). A summary of the detailed invoices is attached as **Schedule "E"** to this Report.
11. These Receiver's fees and disbursements, including the detailed invoices, were reviewed by Vancity, which approved all such invoices for payment.
12. The Receiver is of the view that the fees and disbursements of DMA as Receiver are reasonable and that the services provided and activities undertaken were appropriate.

##### *Summary of Professional Activities*

13. The Receiver took possession of the assets of the Company (the Property) on March 29, 2021, nearly two months following the Receivership appointment, as the tenant at that time (Mr. Keane Ding) was denying the Receiver access to the Property.
14. During the Receivership, the Receiver performed the normal Receivership duties, as detailed below:
  - (i) The Receiver reviewed Corporation, Land Title and Personal Property Registry searches.
  - (ii) The Receiver prepared and filed a Form 7 Notice of Appointment of Receiver and Manager of the Company.
  - (iii) The Receiver prepared and filed a Form 87 Notice and Statement of Receiver and Manager.
  - (iv) The Receiver advised the principal of the Company, Mr. David Bentil, of the Receivership appointment.
  - (v) The Receiver met with Mr. David Bentil and held numerous discussions with him.
  - (vi) The Receiver advised the City of Vancouver of the appointment of the Receiver and requested statements of property taxes owing.
  - (vii) The Receiver dealt with enquiries from pre-receivership creditors.
  - (viii) The Receiver prepared periodic Interim Statements of Cash Receipts and Disbursements.
  - (ix) The Receiver issued Receiver and Manager's Certificates for Receiver and Manager's borrowings and obtained advances from Vancity.
  - (x) The Receiver maintained a cashbook of transactions.
  - (xi) The Receiver prepared monthly and final bank reconciliations.

15. In addition to the duties listed in paragraph 14, the following additional actions were required by the Receiver:

- (i) Upon its appointment, the Receiver attempted to attend the Property but such attendance was delayed by the tenant, Mr. Keane Ding, who did not provide the Receiver with access despite numerous promises (made through Mr. David Bentil) to do so. These delays in getting access to the Property continued for two months.
- (ii) The Receiver attempted to access the Property through the building's concierge and was finally able to get fobs made on March 21, 2021.
- (iii) The Receiver was finally able to attend the Property on March 29, 2021, together with realtor Mr. Haneef Virani of Virani Real Estate Advisors ("**Virani**"), at which time the Receiver and Mr. Virani met with the tenant, Mr. Keane Ding, and Mr. Virani was able to take photographs and videos of the Property for marketing purposes.
- (iv) The Receiver was advised by Mr. David Bentil that he had a tenant in the Property, Mr. Keane Ding, and Mr. Bentil provided the Receiver with a copy of a Residential Lease Agreement with Mr. Keane Ding dated January 8, 2021. The rent was listed as \$17,500 per month, with a security deposit of \$8,750.
- (v) The Receiver reviewed the Company's records and determined that the only funds received from Mr. Keane Ding had been \$10,000 that was applied towards the March 2021 rent. Accordingly, the Receiver wrote to Mr. Keane Ding itemizing the overdue rent, security deposit and late payment fees, all totalling \$87,112.50, and demanding payment of this amount as well as \$17,500 per month going forward.
- (vi) Mr. Keane Ding verbally advised the Receiver that despite having signed the Residential Lease Agreement, he had a verbal agreement with Mr. David Bentil that he (Mr. Keane Ding) was not to pay any rent, and in any case he had recently vacated the Property.
- (vii) The Receiver, in consultation with Vancity, determined that pursuing litigation against Mr. Keane Ding for the rental arrears and other amounts owing would not be economically viable.
- (viii) The Company, through Unique Accommodations, entered into a Lease Agreement with tenant J&S Flawless Group Inc. for the period June 1, 2022 to August 31, 2022. The rent was \$16,795 per month which was paid to the Company's account at Vancity, following which Vancity transferred the funds to the Receiver.
- (ix) The Company, through Rent It Furnished Realty, entered into a Lease Agreement with Wilkinson Ventures Ltd. for the period September 1, 2022 to August 31, 2023. The rent is \$16,795 per month which is being paid to the Company's account at Vancity, following which Vancity has been transferring the funds to the Receiver.
- (x) The Receiver confirmed that the Company filed the City of Vancouver Empty Homes Tax declaration, as well as the British Columbia Speculation and Vacancy Tax declaration, for each calendar year.
- (xi) The Receiver has advised Mr. David Bentil that he needs to file the Transparency Declaration Report for 1188322 B.C. Ltd. by November 30, 2022.



## V. MARKETING OF THE PROPERTY

16. Prior to the Receivership appointment, D. Manning & Associates Inc. (acting as Monitor of the Company) had requested Listing Proposals on the Property from the following Realtors:

- Ms. Layla Yung, Dracco Pacific Realty
- Ms. Melissa Wu, eXp Realty
- Mr. Haneef Virani, Virani Real Estate Advisors ("**Virani**")
- Mr. Malcolm Hasman, Angell Hasman & Associates Malcolm Hasman Realty Ltd.

17. Of these, all but Ms. Layla Yung submitted listing proposals to the Monitor, which reviewed all submitted materials and recommended to Mr. David Bentil that he engage Virani. However, Mr. Bentil did not end up signing any Listing Agreement with Virani.

18. Following the Receivership appointment, the Receiver executed a Multiple Listing Agreement with Virani, with the following terms:

Term:	March 29, 2021 to July 31, 2021
List Price:	\$4,988,000
Commission:	7% on first \$100,000, 2.5% on remainder
Commission to buyer's agent:	3.22% on first \$100,000, 1.15% on remainder

19. On June 16, 2021 a new Listing Agreement was made with Virani on the same terms but changing the expiry date to October 31, 2021 and changing the list price to \$4,698,000.

20. On July 27, 2021 an Offer was received from Andrew Kamphuis and Julia Kamphuis (the "**Kamphuis Offer**") in the amount of \$3,700,000, with a deposit of \$200,000 and an August 30, 2021 deadline for Court approval. The Receiver countered the Kamphuis Offer on July 27, 2021 at \$4,478,000, with the deposit increased to \$250,000 and the deadline for Court approval removed as it was covered elsewhere. The Kamphuis purchasers made a further counter-offer on July 30, 2021 at \$4,000,000, which was rejected by the Receiver and the Kamphuis Offer collapsed. The Kamphuis Offer was the only offer received during the period of the Receivership.

21. On October 6, 2021 a new Listing Agreement was made with Virani on the same terms but changing the expiry date to December 31, 2021.

22. On December 13, 2021 a new Listing Agreement was made with Virani on the same terms but changing the expiry date to January 17, 2022.

23. On January 13, 2022 a new Listing Agreement was made with Virani on the same terms but changing the expiry date to April 29, 2022 and changing the listing price to \$4,528,000.

24. On March 22, 2022 a new Listing Agreement was made with Virani on the same terms but changing the expiry date to October 2, 2022 and changing the list price to \$4,398,000.

25. On July 6, 2022, a new Listing Agreement was made with Virani on the same terms but changing the expiry date to October 31, 2022 and changing the list price to \$4,100,000.
26. The Receiver allowed the Virani Listing Agreement to expire on October 31, 2022.
27. It is the Receiver's understanding that Vancity is presently seeking a Court Order giving Vancity Conduct of Sale of the Property.
28. The Receiver notes that due to many unforeseen circumstances, Vancouver's high-end condominium market has struggled since the beginning of the pandemic. Recent inflation numbers and severe interest hikes have caused a further slowdown in the real estate market.
29. Vancity was granted an Order Nisi (attached as **Schedule "B"**) in these proceedings on January 22, 2021 declaring that \$4,843,519.17 was required to redeem the Property as of that date. The Property has not been redeemed and as of November 1, 2022 Vancity is owed \$4,747,521.80 on its loan to the Company, and \$643,379.52 on its loan to Mile's End Motors Ltd., totalling \$5,390,901.32. Vancity's payout statements for the Company and for Mile's End Motors Ltd., both as of November 1, 2022 are attached as **Schedule "C"**.

## VI. RECEIPTS AND DISBURSEMENTS

30. Receipts and disbursements of the Receiver for the Court-appointed Receivership are summarized in the Court-Appointed Receiver and Manager's Interim Statement of Cash Receipts and Disbursements for the period January 29, 2021 to November 4, 2022, which is attached hereto as **Schedule "D"**, showing an adjusted net cash balance as of November 4, 2022 of \$16,802.00.
31. The Receiver's fees and disbursements from January 29, 2021 to completion amount to \$141,001.77 (fees \$131,766.00, disbursements \$2,523.29, GST \$6,712.48). A summary of the detailed invoices, including commentary on the activities of the staff of the Receiver, is attached to this Report as **Schedule "E"**. All invoices have been approved by Vancity, the first and petitioning secured creditor.
32. The fees and disbursements of the Receiver's counsel, Owen Bird, from January 29, 2021 to November 4, 2022 amount to \$13,895.07 (fees \$11,582.50, disbursements \$879.61, GST \$622.18, PST \$810.78). A summary of the detailed invoices, including commentary on the activities of the staff of the Receiver's counsel, is attached to this Report as **Schedule "F"**. All invoices have been approved by Vancity, the first and petitioning secured creditor. Owen Bird has advised the Receiver to hold back \$5,500.00 for unbilled and final legal costs (including taxes and disbursements).
33. The Receiver will still be responsible for the following prior to its final discharge:
  - (i) Upon Vancity's engagement of a new Property Manager for the Property, providing that Property Manager with the keys and fob to the Property and the Lease Agreement with Wilkinson Ventures Ltd.;
  - (ii) Paying the Wilkinson Ventures Ltd. security deposit (\$8,398.00) to the new Property Manager;

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- (iii) Paying for final utility invoices;
- (iv) Paying any remaining balance in the Receiver's account to Vancity, to be applied against their loan.

## VII. CONCLUSION AND RECEIVER'S APPLICATION FOR APPROVALS

34. The Receiver provides the information in this Report in support of its proposed application to:

- (i) Approve the Court-Appointed Receiver's Interim Statement of Cash Receipts and Disbursements for the period January 29, 2021 to November 4, 2022;
- (ii) Approve the activities of the Receiver as set out in this Report;
- (iii) Approve the fees and disbursements of DMA for the period January 29, 2021 to completion;
- (iv) Approve the fees and disbursements of Owen Bird for the period January 29, 2021 to November 4, 2022 plus a holdback of \$5,500.00 for work unbilled and to completion;
- (v) Declare that all steps taken by and activities of the Receiver and all amounts distributed by the Receiver are hereby approved, and that the Receiver shall have no further liability in respect thereof;
- (vi) Declare that the Receiver has duly and properly discharged its duties, responsibilities, and obligations as Receiver and is hereby discharged and released from any and all further obligations as Receiver, subject to the further duties listed in Paragraph 33.

Should you have any questions as to the contents of this Report, kindly contact the undersigned.

Respectfully submitted,

**D. MANNING & ASSOCIATES INC.**  
**LICENSED INSOLVENCY TRUSTEE**  
**COURT-APPOINTED RECEIVER AND MANAGER OF THE**  
**ASSETS, UNDERTAKINGS AND PROPERTY OF**  
**1188322 B.C. LTD.**  
(not in its personal capacity)

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

Enclosures

SCHEDULE "A"

ORDER APPOINTING RECEIVER AND MANAGER  
DATED JANUARY 22, 2021  
BUT EFFECTIVE JANUARY 29, 2022



No. H-200452  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

VANCOUVER CITY SAVINGS CREDIT UNION

Petitioner

AND:

1188322 B.C. LTD.  
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MANN MORTGAGE INVESTMENT CORPORATION  
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ROYAL BANK OF CANADA  
ALL TENANTS AND OCCUPIERS OF THE SUBJECT  
LANDS

Respondents

IN THE MATTER OF THE RECEIVERSHIP OF  
1188322 B.C. LTD.

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE )  
MADAM JUSTICE ADAIR ) 22/01/2021  
)  
)

ON THE APPLICATION of Vancouver City Savings Credit Union 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 1188322 B.C. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing this day at Vancouver, British Columbia. *by telephone;*

AND ON READING the Affidavits #1 and #2 of Frank Seminara sworn September 28, 2020 and January 7, 2021 respectively, Affidavit #1 of Gemma Potts sworn September 28, 2020 and Affidavit #1 of William Choo sworn January 8, 2021 and the consent of D. Manning & Associates Inc. to act as the Receiver; AND ON HEARING Alan A. Frydenlund QC, counsel for the Petitioner, Vancouver City Savings Credit Union, Peter Reardon, counsel for the Respondents, 1188322 B.C. Ltd., Mile's End Motors Ltd. and David Christian Bentil, 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 all proceeds located at 1901-1171 Jervis Street, Vancouver, British Columbia (the "Property") effective January 29, 2021.

#### **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 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 including without limitation, Speculation and Vacancy Tax and Empty Homes (Vacancy) Tax Declarations in respect of the Debtor and the Property;
- (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 \$75,000, 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:
- (a) 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;
  - (b) in payment of any charges for taxes, utilities, or insurance premiums which relate to any of the Property;
  - (c) in repayment of the Receiver's borrowings;
  - (d) in reduction of the amount owing under the Petitioner's security, and subsequent to repayment thereof, to the Respondents, as per their respective priorities, in reduction of the amounts owing thereunder..

### 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 \$150,000 (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](http://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 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.
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

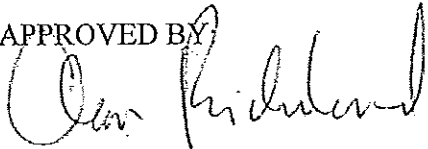
34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
35. The Receiver 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



---

Signature of Alan A. Frydenlund QC,  
solicitor for Petitioner

BY THE COURT

Digitally signed by  
Naidu, Sanjeev

REGISTRAR

SCHEDULE "A"

RECEIVER 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 property of 1188322 B.C. Ltd. 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 and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "Court") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Order") made in SCBC Action No. \_\_\_\_\_ 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 **[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 [REDACTED] day of [REDACTED], 202[REDACTED].

D. Manning & Associates Inc. solely in its capacity as Receiver of the, assets, undertakings, and property of 1188322 B.C. Ltd., 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 [Name of Counsel to the Receiver]  
Attention:  
Email:

Re: In the matter of the Receivership of 1188322 B.C. Ltd.

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: H- 200452  
Vancouver Registry

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**IN THE SUPREME COURT OF BRITISH COLUMBIA**

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BETWEEN:

VANCOUVER CITY SAVINGS CREDIT  
UNION

Petitioner

AND:

1188322 B.C. LTD.  
MILE'S END MOTORS LTD.  
DAVID CHRISTIAN BENTIL  
WESTBANK HOLDINGS LTD.  
MANN MORTGAGE INVESTMENT  
CORPORATION  
NEXTGEAR CAPITAL CORPORATION  
ROYAL BANK OF CANADA  
ALL TENANTS AND OCCUPIERS OF THE  
SUBJECT LANDS

Respondents

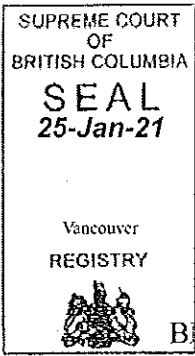
**IN THE MATTER OF THE RECEIVERSHIP OF  
1188322 B.C. LTD.**

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SCHEDULE "B"

ORDER NISI OF FORECLOSURE  
MADE JANUARY 22, 2021



No. H-200452  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

VANCOUVER CITY SAVINGS CREDIT UNION

Petitioner

AND:

1188322 B.C. LTD.  
MILE'S END MOTORS LTD.  
DAVID CHRISTIAN BENTIL  
WESTBANK HOLDINGS LTD.  
MANN MORTGAGE INVESTMENT CORPORATION  
NEXTGEAR CAPITAL CORPORATION  
ROYAL BANK OF CANADA  
ALL TENANTS AND OCCUPIERS OF THE SUBJECT  
LANDS

Respondents

**ORDER MADE AFTER APPLICATION  
(ORDER NISI OF FORECLOSURE)**

BEFORE THE HONOURABLE ) FRIDAY, THE 22<sup>ND</sup> DAY OF  
MADAM JUSTICE ADAIR ) JANUARY, 2021

UPON THE APPLICATION of the Petitioner, VANCOUVER CITY SAVINGS CREDIT, coming on for hearing by MS Teams on this day at Vancouver, British Columbia, AND ON HEARING Alan A. Frydenlund, Q.C., counsel for the Petitioner, Peter Reardon, counsel for the Respondents, 1188322 B.C. Ltd., Mile's End Motors Ltd. and David Christian Bentil, and no-one else appearing, although given notice in accordance with the Rules of the Court, AND UPON READING the materials filed herein;

THIS COURT DECLARES AND ORDERS THAT:

- A. The business banking promissory note dated December, 2018, made between the Respondent, 1188322 B.C. LTD., and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, is an obligation of the said Respondent to the Petitioner to repay the sum of \$3,390,000.00 plus interest as set out therein ("the 1188322 Loan #1").

The business banking promissory note dated the 18th day of March, 2019, made between the Respondent, 1188322 B.C. LTD., and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, is an obligation of the said Respondent to the Petitioner to repay the sum of \$754,010.00 plus interest as set out therein (“the **1188322 Loan #2**”).

- B. The mortgage and assignment of rents dated December 14, 2018 made between the Respondent, 1188322 B.C. LTD., as mortgagor and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, as mortgagee and registered in the New Westminster Land Title Office, in the Province of British Columbia, on December 17, 2018 under Numbers CA7256086 and CA7256087 (collectively the “**Mortgage**”), is a mortgage and assignment of rents charging the following lands:

City of Vancouver  
Parcel Identifier: 030-569-818  
Strata Lot 57 Block 37 District Lot 185 NWD Strata Plan EPS4184  
(the “**Lands**”)

to and in favour of the Petitioner in priority to the interests therein or claims thereto of the Respondents and their respective heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them.

- C. The business and commercial loan security agreement dated December, 2018 made between the Respondent, 1188322 B.C. LTD., as debtor, and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, as lender, and registered in the Personal Property Registry, in the Province of British Columbia, on December 14, 2018, under base registration number 212450L (“the **1188322 GSA**”) is a security agreement charging all of the said Respondent’s present and after acquired personal property, including, without limitation, accounts, intangibles, documents of title, instruments, documents, equipment, inventory and proceeds wherever situate (collectively the “**1188322 Property**”) to and in favour of the Petitioner in priority to the interests therein or claims thereto of the Respondents and their respective heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them.

- D. The guarantee and postponement of claim dated the 18th day of March 2019 made between the Respondent, MILE’S END MOTORS LTD., as guarantor, and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, as lender, is an unconditional guarantee of all of the present and future indebtedness and liabilities, direct and indirect,

absolute and contingent of the Respondent, 1188322 B.C. LTD., to the Petitioner including costs, expenses and interest (the “**Mile’s End Guarantee**”).

- E. The guarantee and postponement of claim dated the 18<sup>th</sup> day of March, 2019 made between the Respondent, DAVID CHRISTIAN BENTIL, as guarantor, and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, as lender, is an unconditional guarantee of all of the present and future indebtedness and liabilities, direct and indirect, absolute and contingent of the Respondent, 1188322 B.C. LTD., to the Petitioner including costs, expenses and interest (the “**Bentil Guarantee of 1188322**”).
- F. The business operating loan agreement dated March 4, 2019, made between the Respondent, MILE’S END MOTORS LTD., and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, is an obligation of the said Respondent to the Petitioner to repay the sum of \$50,000.00 plus interest as set out therein (“the **Mile’s End Loan #1**”).
- G. The commitment letter dated February 28, 2019, made between the Respondent, MILE’S END MOTORS LTD., and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, is an obligation of the said Respondent to the Petitioner to repay the sum of \$400,000.00 plus interest as set out therein (“the **Mile’s End Loan #2**”).
- H. The business banking promissory note dated March 18, 2019, made between the Respondent, MILE’S END MOTORS LTD., and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, is an obligation of the said Respondent to the Petitioner to repay the sum of \$350,000.00 plus interest as set out therein (“the **Mile’s End Loan #3**”).
- I. The business and commercial loan security agreement dated December, 2018 made between the Respondent, MILE’S END MOTORS LTD., as debtor, and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, as lender, and registered in the Personal Property Registry, in the Province of British Columbia, on December 14, 2018, under base registration number 212458L (the “**Mile’s End GSA**”) is a security agreement charging all of the said Respondent’s present and after acquired personal property, including, without limitation, accounts, intangibles, documents of title, instruments, documents, equipment, inventory and proceeds wherever situate (collectively the “**Mile’s End Property**”) to and in favour of the Petitioner in priority to the interests therein or claims thereto of the Respondents and their respective heirs, executors, administrators,

successors and assigns, and any persons and any persons claiming by, through or under them.

- J. The guarantee and postponement of claim dated March 18, 2019 made between the Respondent, 1188322 B.C. LTD., as guarantor, and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, as lender, is an unconditional guarantee of all of the present and future indebtedness and liabilities, direct and indirect, absolute and contingent of the Respondent, MILE'S END MOTORS LTD., to the Petitioner including costs, expenses and interest (the "1188322 Guarantee").
- K. The guarantee and postponement of claim dated March 18, 2019 made between the Respondent, DAVID CHRISTIAN BENTIL, as guarantor, and the Petitioner, VANCOUVER CITY SAVINGS CREDIT UNION, as lender, is an unconditional guarantee of all of the present and future indebtedness and liabilities, direct and indirect, absolute and contingent of the Respondent, MILE'S END MOTORS LTD., to the Petitioner including costs, expenses and interest (the "Bentil Guarantee of Mile's End").
- L. The Respondents, 1188322 B.C. LTD., MILE'S END MOTORS LTD. and DAVID CHRISTIAN BENTIL, have made default under the 1188322 Loan #1, the 1188322 Loan #2, the Mortgage, the 1188322 GSA, the Mile's End Guarantee, the Bentil Guarantee of 1188322, the Mile's End Loan #1, the Mile's End Loan #2, the Miles's End Loan #3, the Mile's End GSA, the 1188322 Guarantee and the Bentil Guarantee of Mile's End (collectively the "Security") and, as a result, the full balance due and owing thereunder is now due and payable to the Petitioner.
- M. The amount of money due and owing under the Security and the amount of money required to redeem the Lands, the 1188322 Property and the Mile's End Property, is the total sum of \$4,843,519.17 as of January 22, 2021 together with interest chargeable pursuant to the Security as follows:
  - i. pursuant to 1188322 Loan #1, the sum of \$3,446,940.04 as of January 22, 2021, 2020, together with interest at the rate of 0.68% per annum above the Petitioner's prime lending rate declared from time to time, which said interest rate is currently 2.45% per annum, so that the rate of interest chargeable is currently 3.13% per annum, calculated monthly, not in advance, which is currently per diem of \$295.22 from and including January 23, 2021;



- ii. pursuant to 1188322 Loan #2, the sum of \$745,076.74 as at January 22, 2021, together with interest at the rate of 2.00% per annum above the Petitioner's prime lending rate declared from time to time, which said interest rate is currently 2.45% per annum, so that the rate of interest chargeable is currently 4.45% per annum, calculated monthly, not in advance, which is currently per diem of \$90.67 from and including January 23, 2021;
- iii. Pursuant to Mile's End Loan #1, the sum of \$41,723.77 as of January 22, 2021, together with interest at the rate of 1.05% per annum above the Petitioner's prime lending rate declared from time to time, which said interest rate is currently 2.45% per annum, so that the rate of interest chargeable is currently 3.50% per annum, calculated monthly, not in advance, which is currently per diem of \$3.99 from and including January 23, 2021;
- iv. Pursuant to Mile's End Loan #2, the sum of \$255,791.12 as of January 22, 2021, together with interest at the rate of 1.15% per annum above the Petitioner's prime lending rate declared from time to time, which said interest rate is currently 2.45% per annum, so that the rate of interest chargeable is currently 4.60% per annum, calculated monthly, not in advance, which is currently per diem of \$25.18 from and including January 23, 2021;
- v. Pursuant to Mile's End Loan #3, the sum of \$290,584.51 as of January 22, 2021, together with interest at the rate of 2.22% per annum above the Petitioner's prime lending rate declared from time to time, which said interest rate is currently 2.45% per annum, so that the rate of interest chargeable is currently 4.67% per annum, calculated monthly, not in advance, which is currently per diem of \$37.11 from and including January 23, 2021; and
- vi. \$57,402.99 monitor costs and \$6,000.00 forbearance administration fee;

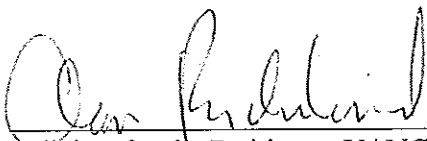
to the date of payment, to accrue until the Lands, the 1188322 Property and the Mile's End Property are redeemed or sold, whether or not redemption or sale occurs prior to or after the last date set for redemption.

- N. The last date for redemption be JANUARY 23, 2021.
- O. Upon the Respondents, or any of them, paying into Court to the credit of this proceeding at the Court Registry, Courthouse, 800 Smithe Street, Vancouver, British Columbia, or paying to the solicitor of record for the Petitioner or, if no such solicitor exists then paying to the Petitioner, the amount required to redeem the Lands, the 1188322 Property and the Mile's End Property as aforesaid, together with the costs of this proceeding on or before pronouncement of either an Order Absolute of Foreclosure or an Order confirming

the sale of the the Lands, the 1188322 Property and the Mile's End Property, the Petitioner shall reconvey the Lands, 1188322 Property and the Mile's End Property free and clear of all encumbrances in favour of it or any person claiming by, through or under it and shall deliver up, upon oath if required, all deeds, titles and documents in its custody, possession or power relating thereto to the Respondents so paying or to whom they shall appoint.

- P. If the Lands, the 1188322 Property and the Mile's End Property not be redeemed, the Petitioner shall be at liberty to apply for an Order Absolute of Foreclosure and upon pronouncement of the Order Absolute of Foreclosure the Respondents and all persons claiming by, through or under them shall henceforth stand absolutely debarred and foreclosed of and from all right, title, interest and equity of redemption in and to the Lands, the 1188322 Property and the Mile's End 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 Petitioner shall recover vacant possession of the Lands, the 1188322 Property and the Mile's End Property.
- Q. The Petitioner is granted liberty to apply to this Court for a further summary accounting of any amounts which become due to the Petitioner for interest, taxes, arrears of taxes, insurance premiums, costs, charges, expenses or otherwise since the date of the pronouncement of this Order.
- R. All other relief sought in the Petition be adjourned generally including judgment against the Respondents, 1188322 B.C. LTD., MILE'S END MOTORS LTD. and DAVID CHRISTIAN BENTIL.
- S. The Petitioner's application for costs of the proceeding to date be adjourned generally and any further costs shall be determined by the Court, and any costs so ordered shall be added to the amount required to redeem the Lands, the 1188322 Property and the Mile's End Property.
- T. The approval as to the form of this Order by Peter Reardon be and the same is hereby dispensed with.

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:



Solicitor for the Petitioner, VANCOUVER CITY  
SAVINGS CREDIT UNION, Alan A. Frydenlund,  
Q.C.

BY THE COURT

Digitally signed by  
Naidu, Sanjeev

\_\_\_\_\_  
REGISTRAR

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No. H-200452  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH  
COLUMBIA**

**BETWEEN:**

**VANCOUVER CITY SAVINGS CREDIT UNION**

**Petitioner**

**AND:**

**1188322 B.C. LTD.  
MILE'S END MOTORS LTD.  
DAVID CHRISTIAN BENTIL  
WESTBANK HOLDINGS LTD.  
MANN MORTGAGE INVESTMENT CORPORATION  
NEXTGEAR CAPITAL CORPORATION  
ROYAL BANK OF CANADA  
ALL TENANTS AND OCCUPIERS OF THE SUBJECT  
LANDS**

**Respondents**

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**ORDER MADE AFTER APPLICATION  
(ORDER NISI OF FORECLOSURE)**

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**OWEN BIRD LAW CORPORATION**

P.O. Box 49130  
Three Bentall Centre  
2900 - 595 Burrard Street  
Vancouver, BC V7X 1J5

Attention: Alan A. Frydenlund, Q.C.  
File No. 22868-0117

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SCHEDULE "C"

VANCOUVER CITY SAVINGS CREDIT UNION  
PAYOUT STATEMENTS FOR 1188322 B.C. LTD.  
AND MILE'S END MOTORS LTD.  
AS OF NOVEMBER 1, 2022

November 01, 2022

Re: 1188322 BC Ltd payout balance effective November 01, 2022

**Rel# \*\*\*\*\*166 Acct# \*\*\*\*\*0405**

**Commercial Mortgage**

Principal	\$	3,344,254.05
Accrued interest to November 01, 2022	\$	337,371.71
<b>Total</b>	<b>\$</b>	<b>3,681,625.76</b>

Per diem interest: \$666.80

Interest rate: P + 0.68%

**Rel# \*\*\*\*\*166 Acct# \*\*\*\*\*4940**

**Commercial Mortgage**

Principal	\$	738,459.41
Accrued interest to November 01, 2022	\$	76,373.49
<b>Total</b>	<b>\$</b>	<b>814,832.90</b>

Per diem interest: \$176.79

Interest rate: P + 2.00%

**Rel# \*\*\*\*\*166 Acct# \*\*\*\*\*1142**

**Receiver Borrowing**

Principal	\$	100,000.00
Accrued interest to November 01, 2022	\$	7,603.51
<b>Total</b>	<b>\$</b>	<b>107,603.51</b>

Per diem interest: \$21.80

Interest rate: P + 2.00%

**Rel# \*\*\*\*\*166 Acct# \*\*\*\*\*3468**

**Receiver Borrowing**

Principal	\$	40,000.00
Accrued interest to November 01, 2022	\$	1,778.42
<b>Total</b>	<b>\$</b>	<b>41,778.42</b>

Per diem interest: \$8.69

Interest rate: P + 2.00%

**Rel# \*\*\*\*\*166 Acct# \*\*\*\*\*6403**

**Loan Costs (including legal fees)**

Principal	\$	101,481.21
Accrued interest to November 01, 2022	\$	-
<b>Total</b>	<b>\$</b>	<b>101,481.21</b>

Per diem interest: \$0.00

Interest rate: 0.00%

Subtotal	\$	4,747,321.80
Discharge Fee	\$	200.00
<b>TOTAL</b>	<b>\$</b>	<b>4,747,521.80</b>

Prime rate as of November 01, 2022 is 5.95%

November 01, 2022

Re: Mile's End Motors Ltd. payout balance effective November 01, 2022

**Rel# \*\*\*\*\*667; Op Loan# \*\*\*\*\*5379**

Principal	\$ 53,944.01
Accrued interest to November 01, 2022	\$ -
<b>Total</b>	<b>\$ 53,944.01</b>

Per diem interest: \$11.86

Interest rate: P + 1.05%

**Rel# \*\*\*\*\*667; Loan# \*\*\*\*\*5731**

Principal	\$ 275,875.11
Accrued interest to November 01, 2022	\$ 23,588.37
<b>Total</b>	<b>\$ 299,463.48</b>

Per diem interest: \$66.81

Interest rate: P + 2.22%

**Rel# \*\*\*\*\*667; Loan# \*\*\*\*\*2702**

Principal	\$ 66,391.07
Accrued interest to November 01, 2022	\$ 4,622.14
<b>Total</b>	<b>\$ 71,013.21</b>

Per diem interest: \$13.78

Interest rate: P + 1.15%

**Rel# \*\*\*\*\*667; Loan# \*\*\*\*\*3031**

Principal	\$ 59,963.00
Accrued interest to November 01, 2022	\$ 4,174.60
<b>Total</b>	<b>\$ 64,137.60</b>

Per diem interest: \$12.43

Interest rate: P + 1.15%

**Rel# \*\*\*\*\*667; Loan# \*\*\*\*\*2157**

Principal	\$ 110,668.34
Accrued interest to November 01, 2022	\$ 7,596.75
<b>Total</b>	<b>\$ 118,265.09</b>

Per diem interest: \$22.94

Interest rate: P + 1.15%

Subtotal	\$ 643,379.52
Discharge Fee	\$ -
<b>TOTAL</b>	<b>\$ 643,379.52</b>

Prime rate as of November 01, 2022 is 5.95%

SCHEDULE "D"

COURT-APPOINTED RECEIVER AND MANAGER'S  
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS  
FOR THE PERIOD JANUARY 22, 2021 TO NOVEMBER 4, 2022



1188322 B.C. LTD.

RECEIVER AND MANAGER'S  
INTERIM STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE PERIOD JANUARY 29, 2021 TO NOVEMBER 4, 2022

	\$	\$
<b>RECEIPTS</b>		
GST Refunds	1,332.29	
Other Revenue	500.00	
Receiver and Manager's Borrowings	140,000.00	
Recovery of Damage to Furniture	300.00	
Rent Revenue	121,270.00	
Security Deposits Received	8,398.00	
	<hr/>	
<b>TOTAL RECEIPTS</b>		271,800.29
<b>DISBURSEMENTS</b>		
Advertising	605.21	
Bank Charges	116.40	
Leasing Commissions	13,631.00	
Filing Fees	111.54	
GST Paid	8,104.04	
Interest Expense and Service Charges	135.56	
Legal Fees & Disbursements	13,272.89	
Lock & Security	200.00	
Photocopies	847.00	
Postage & Courier	25.13	
Property Taxes	39,750.00	
Receiver and Manager's Fees	131,766.00	
Strata Fees	43,627.51	
Telephone & Facsimile	1,609.72	
Travel	11.71	
Utilities: Gas and Hydro	1,184.58	
	<hr/>	
<b>TOTAL DISBURSEMENTS</b>		<hr/> 254,998.29
<b>EXCESS OF RECEIPTS OVER DISBURSEMENTS</b>		<hr/> <hr/> 16,802.00

SCHEDULE "E"

SUMMARY OF INVOICES OF  
D. MANNING & ASSOCIATES INC.  
FOR THE PERIOD JANUARY 29, 2022 TO COMPLETION

**RECEIVER AND MANAGER OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF  
1188322 B.C. LTD.**

**SUMMARY OF RECEIVER AND MANAGER'S BILLING**

INVOICE NO.	BILLING PERIOD	DATE OF INVOICE	TOTAL BILLING (\$)	FEES (\$)	DISBURSEMENTS (\$)	GST (\$)
10863	January 8, 2021 to February 8, 2021	09-Feb-21	13,637.99	12,891.75	97.76	648.48
10878	February 9, 2021 to March 31, 2021	01-Apr-21	17,697.91	16,585.00	270.15	842.76
10914	April 1, 2021 to April 30, 2021	03-May-21	5,478.11	5,143.75	73.50	260.86
10936	May 1, 2021 to June 17, 2021	07-Jun-21	9,910.74	9,277.75	161.05	471.94
10963	June 18, 2021 to July 30, 2021	03-Aug-21	8,688.88	8,108.75	166.37	413.76
10985	August 1, 2021 to August 31, 2021	01-Sep-21	3,610.16	3,373.25	65.00	171.91
11003	September 1, 2021 to September 30, 2021	01-Oct-21	4,136.74	3,901.75	38.00	196.99
11004	October 1, 2021 to October 31, 2022	01-Nov-21	3,768.84	3,536.75	52.62	179.47
11032	November 1, 2021 to November 30, 2021	02-Dec-21	2,698.50	2,514.50	55.50	128.50
11045	December 1, 2021 to December 29, 2021	29-Dec-21	4,771.41	4,351.25	192.95	227.21
11067	December 30, 2021 to February 8, 2022	08-Feb-22	8,031.19	7,499.75	149.00	382.44
11086	February 9, 2022 to March 22, 2022	23-Mar-22	6,062.89	5,597.50	176.68	288.71
11106	March 23, 2022 to May 8, 2022	09-May-22	8,935.65	8,416.00	94.14	425.51
11119	May 9, 2022 to June 16, 2022	17-Jun-22	8,410.79	7,784.25	226.03	400.51
11140	June 17, 2022 to August 10, 2022	11-Aug-22	13,636.10	12,769.00	217.76	649.34
11156	August 11, 2022 to September 18, 2022	20-Sep-22	8,053.58	7,497.25	172.83	383.50
11164	September 19, 2022 to October 16, 2022	17-Oct-22	4,401.98	4,024.25	168.11	209.62
11174	October 17, 2022 to completion	03-Nov-22	9,070.31	8,493.50	145.84	430.97
<b>TOTAL</b>			<b>141,001.77</b>	<b>131,766.00</b>	<b>2,523.29</b>	<b>6,712.48</b>

RECEIVER AND MANAGER OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF  
1188322 B.C. LTD.

SUMMARY OF RECEIVER AND MANAGER'S FEES

INVOICE NO.	BILLING PERIOD	DATE OF INVOICE	William Choo Principal Hours	Alex Ng Vice-President and Trustee Hours	Morris Choo Senior Associate Hours	Mia Law Senior Associate Hours	Ruth Chang Senior Associate Hours	April Szeto Associate Hours	TOTAL
10863	January 8, 2021 to February 8, 2021	09-Feb-21	19.75	0.75	6.00	1.05	0.90	5.00	33.45
10878	February 9, 2021 to March 31, 2021	01-Apr-21	26.50		6.25	1.70	1.55	7.00	43.00
10914	April 1, 2021 to April 30, 2021	03-May-21	7.50	1.50	1.10	0.30	0.45	2.50	13.35
10936	May 1, 2021 to June 17, 2021	07-Jun-21	12.00	2.75	4.50	1.10	1.00	3.75	25.10
10963	June 18, 2021 to July 30, 2021	03-Aug-21	11.00	2.25	3.00	0.30	2.20	2.75	21.50
10985	August 1, 2021 to August 31, 2021	01-Sep-21	5.75	0.25	0.25	0.30	0.50	1.25	8.30
11003	September 1, 2021 to September 30, 2021	01-Oct-21	5.25	2.00	0.50	0.40	0.30	1.50	9.95
11004	October 1, 2021 to October 31, 2021	01-Nov-21	5.25	1.25	0.25	0.30	0.40	1.50	8.95
11032	November 1, 2021 to November 30, 2021	02-Dec-21	4.00		0.50	0.10	0.80	1.50	6.80
11045	December 1, 2021 to December 29, 2021	29-Dec-21	4.00	0.50	6.50	1.10	0.65	1.50	13.25
11067	December 30, 2021 to February 8, 2022	08-Feb-22	9.75	0.50	3.75	1.10	4.05	2.25	21.40
11086	February 9, 2022 to March 22, 2022	23-Mar-22	8.50	1.50	0.50	0.40	1.10	2.25	14.25
11106	March 23, 2022 to May 8, 2022	09-May-22	11.25	5.50	0.25	0.30	0.60	2.75	20.65
11119	May 9, 2022 to June 16, 2022	17-Jun-22	13.00	0.25	1.25	0.40	1.55	3.25	19.70
11140	June 17, 2022 to August 10, 2022	11-Aug-22	19.75	3.50	1.25	1.85	1.25	4.00	31.60
11156	August 11, 2022 to September 18, 2022	20-Sep-22	12.50	0.50	1.00	0.90	1.25	2.50	18.65
11164	September 19, 2022 to October 16, 2022	17-Oct-22	5.75	0.50	0.50	1.45	1.25	1.75	11.20
11174	October 17, 2022 to completion	03-Nov-22	7.75	7.25	2.50	1.30	2.10	2.50	23.40
			189.25	30.75	39.85	13.25	21.90	49.50	344.50
<b>TOTAL HOURS</b>			495.00	395.00	275.00	215.00	215.00	150.00	131,766.00
<b>HOURLY RATE</b>									
<b>TOTAL FEES</b>			93,678.75	12,146.25	10,958.75	2,848.75	4,708.50	7,425.00	131,766.00

**RECEIVER AND MANAGER OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF  
1188322 B.C. LTD.**

**SUMMARY OF RECEIVER AND MANAGER'S DISBURSEMENTS**

INVOICE NO.	BILLING PERIOD	DATE OF INVOICE	Filing Fees (\$)	Photocopies (\$)	Postage and courier (\$)	Telephone and Facsimile (\$)	Travel (\$)	TOTAL (\$)
10863	January 8, 2021 to February 8, 2021	09-Feb-21	20.00	44.00	5.76	28.00		97.76
10878	February 9, 2021 to March 31, 2021	01-Apr-21		118.00	2.70	149.45		270.15
10914	April 1, 2021 to April 30, 2021	03-May-21		13.50		60.00		73.50
10936	May 1, 2021 to June 17, 2021	07-Jun-21		38.50	0.90	115.75	5.90	161.05
10963	June 18, 2021 to July 30, 2021	03-Aug-21		72.50	0.90	92.97		166.37
10985	August 1, 2021 to August 31, 2021	01-Sep-21		22.00		43.00		65.00
11003	September 1, 2021 to September 30, 2021	01-Oct-21		16.00		22.00		38.00
11004	October 1, 2021 to October 31, 2022	01-Nov-21		24.00		28.62		52.62
11032	November 1, 2021 to November 30, 2021	02-Dec-21		19.00		36.50		55.50
11045	December 1, 2021 to December 29, 2021	29-Dec-21		55.50		137.45		192.95
11067	December 30, 2021 to February 8, 2022	08-Feb-22		79.00		70.00		149.00
11086	February 9, 2022 to March 22, 2022	23-Mar-22		22.50		154.18		176.68
11106	March 23, 2022 to May 8, 2022	09-May-22		30.00		64.14		94.14
11119	May 9, 2022 to June 16, 2022	17-Jun-22		50.50		175.53		226.03
11140	June 17, 2022 to August 10, 2022	11-Aug-22		68.00		143.95		217.76
11156	August 11, 2022 to September 18, 2022	20-Sep-22		42.00	0.92	129.91	5.81	172.83
11164	September 19, 2022 to October 16, 2022	17-Oct-22		38.00	1.84	128.27		168.11
11174	October 17, 2022 to completion	03-Nov-22	20.00	94.00	1.84	30.00		145.84
<b>TOTAL</b>			<b>40.00</b>	<b>847.00</b>	<b>14.86</b>	<b>1,609.72</b>	<b>11.71</b>	<b>2,523.29</b>

SCHEDULE "F"

SUMMARY OF INVOICES OF  
OWEN BIRD LAW CORPORATION  
FOR THE PERIOD JANUARY 29, 2021 TO NOVEMBER 4, 2022

RECEIVER AND MANAGER OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF  
1188322 B.C. LTD.

SUMMARY OF OWEN BIRD LAW CORPORATION LEGAL INVOICES  
FOR THE PERIOD JANUARY 8, 2021 TO NOVEMBER 4, 2022

INVOICE NO.	BILLING PERIOD	DATE OF INVOICE	TOTAL BILLING (\$)	FEES (\$)	DISBURSEMENTS (\$)	GST (\$)	PST (\$)
234637	for the period ending May 20, 2021	20-May-21	1,570.95	1,366.50	38.65	70.14	95.66
246861	for the period ending August 19, 2022	19-Aug-22	6,134.87	4,808.00	714.20	276.11	336.56
248908	for the period ending November 4, 2022	4-Nov-22	6,189.25	5,408.00	126.76	275.93	378.56
<b>TOTAL</b>			<b>13,895.07</b>	<b>11,582.50</b>	<b>879.61</b>	<b>622.18</b>	<b>810.78</b>