

No. H 200039  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

PEOPLES TRUST COMPANY

Petitioner

AND:

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

Respondents

**ORDER MADE AFTER APPLICATION**

**DISCHARGE ORDER**

BEFORE THE HONOURABLE )

JUSTICE BALL )

) May 17, 2023  
)

THE APPLICATION of D. Manning & Associates Inc. (the "Receiver") in its capacity as court-appointed Receiver of the assets, undertakings and property of Censorio Group

(Hastings & Carleton) Holdings Ltd. (the “**Debtor**”) pursuant to an order of Justice Crerar made February 5, 2020 (the “**Receivership Order**”), coming on for hearing at Vancouver, British Columbia, on the 17th day of May, 2023; AND on hearing Scott A. Turner, counsel for the Receiver; AND upon reading the material filed, including the Fourth and Final Report of the Receiver dated April 21, 2023 (the “**Final Report**”);

THIS COURT ORDERS AND DECLARES THAT:

1. The activities of the Receiver, as set out in the Final Report, are hereby approved.
2. The fees and disbursements of the Receiver and its counsel, as set out in the Final Report, are hereby approved.
3. After payment of the fees and disbursements of the Receiver as herein approved, the Receiver shall pay all funds remaining in its hands to Bancorp Growth Balanced Mortgage Fund II Ltd., Bancorp Balanced Mortgage Fund II Ltd. and Bancorp Financial Services Inc. (collectively, “**Bancorp**”), as directed by Bancorp.
4. Upon payment of the amounts set out in paragraph 2 hereof, the Receiver shall be discharged as Receiver of the assets, undertaking and property of the Debtor, provided that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of D. Manning & Associates Inc. in its capacity as Receiver.
5. By consent, the action styled *1197619 B.C. Ltd. v. D. Manning & Associates Inc.*, et al., British Columbia Supreme Court Action No. S-230916 (the “**Construction Defects Action**”), is permanently stayed as against the Receiver, both in its capacity as Receiver and Manager of the Debtor, and in its personal capacity.

6. By consent, the plaintiff in the Construction Defects Action shall have leave to continue that action as against the Debtor.

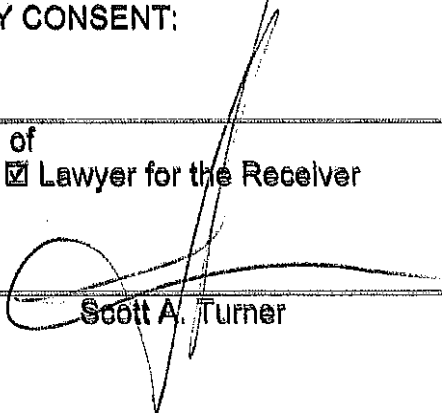
7. Save and except for claims arising from acts of gross negligence or wilful misconduct on the part of the Receiver, the Receiver, both in its capacity as Receiver and Manager of the Debtor, and in its personal capacity, is hereby released and discharged from any and all liability that the Receiver now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Receiver while acting in its capacity as receiver herein. Without limiting the generality of the foregoing, the Receiver is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, and, by consent, from the claims of the plaintiff in the Construction Defects Action.

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8. Notwithstanding any provision herein, this Order shall not affect any person to whom notice of these proceedings was not delivered as required by the *Bankruptcy and Insolvency Act* and regulations thereto, any other applicable enactment or any other Order of this Court.

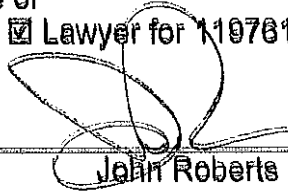
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of  
 Party  Lawyer for the Receiver




Scott A. Turner

Signature of  
 Party  Lawyer for 1107610 B.C. Ltd.



John Roberts

BY THE COURT



REGISTRAR BALL, J.

CHECKED  
