



FORCE FILED

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

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

PETITIONER

AND:

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

RESPONDENTS

NOTICE OF APPLICATION

Name(s) of applicant(s): Business Development Bank of Canada

To: the Petition Respondents

TAKE NOTICE that an application will be made by the Applicant to the presiding judge or associate judge at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, on April 23, 2025 at 9:45 a.m. for the Order(s) set out in Part 1 below.

The Applicant estimates that the application will take approximately 15 minutes.

[Check the correct box]

- ☐ This matter is within the jurisdiction of an associate judge.
- ☒ This matter is not within the jurisdiction of an associate judge.

Part 1: ORDER(S) SOUGHT

Please see attached Minutes of Form of Order.

Part 2: FACTUAL BASIS

1. These are foreclosure proceedings commenced by Petition filed November 22, 2024 (the “**Petition**”) with respect to certain lands and premises described as follows:

Parcel Identifier No.: 005-419-450

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

(the “**Lands**”);

2. The Lands are located at 20436 Fraser Highway, Langley, British Columbia.
3. Title to the Lands is registered in the name of QRD (Fraser Hwy) Holdings Inc. (“**QRD**”).
4. The Lands and Building are tenanted with an English language school by the name of New Directions English Language and a restaurant by the name of Yamit or One Way Gourmet.
5. The Petitioner obtained Order Nisi of Foreclosure and Conduct of Sale of the Lands on January 23, 2025 (the “**Order Nisi**”).

6. Pursuant to an Order in the Supreme Court of British Columbia in Bankruptcy and Insolvency made the 24th day of February, 2025, Matthew Karl Weber, the sole director of QRD, was adjudged a bankrupt.
7. Title to the Lands is registered in the name of QRD (Fraser Hwy) Holdings Inc. (“**QRD**”).
8. The Petitioner is concerned that as a result of the bankruptcy of the principal of QRD means there is no-one in control of QRD, resulting in the Petitioner’s security being in jeopardy.
9. An undischarged bankrupt cannot act as a director of a B.C. company.
10. A Lease is currently being negotiated, which leaves the negotiations in a state of flux and, if concluded, valid execution of any finalized Lease in doubt.
11. The Lands are tenanted with an English language school by the name of New Directions English Language and a restaurant by the name of Yamit or One Way Gourmet.
12. In order to maintain the building located on the Lands, collect the rents and arrange for the payment of any and all protective disbursements relating to the maintenance of the building, the Petitioner is seeking the appointment of D. Manning & Associates Inc. as Receiver in accordance with the terms of the minutes of form of Order attached hereto.

QRD (FRASER HWY) LIMITED PARTNERSHIP

13. From a historical review of the companies and entities incorporated and formed acquire these Lands, it would appear that it was the original intention to have the Lands held through a limited partnership.
14. Given that the Lands were transferred in April of 2022, it would appear that the LP was formed in anticipation of the LP taking title to the Lands through its GP, QRD (Fraser Hwy) GP Inc.
15. However, that does not appear to have happened and instead, title to the Lands was taken in the name of QRD (Fraser Hwy) Holdings Inc., which holds the Lands in trust for the Respondent, Kaiser Weber Properties Inc.
16. Seemingly in anticipation of the LP holding title to the Lands, one of the leases shows the landlord as being the LP. That appears to be incorrect given the current title holding of the Lands.
17. The LP was dissolved October 31, 2024.
18. In the circumstances, it would be appropriate that any lease payments that are to be made with respect to the New Directions lease naming QRD (Fraser Hwy) LP as the landlord ought also to be paid to the Receiver as part of any Order that is pronounced herein, being rents derived from the Lands.
19. In order to maintain the Building and arrange for the payment of any and all protective disbursements relating to the maintenance of the Building, the Petitioner is seeking the appointment of D. Manning & Associates Inc. as receiver in accordance with the terms of the Minutes of Form of Order attached hereto.

Part 3: LEGAL BASIS

Appointment of a Receiver

1. The Court has jurisdiction to appoint a receiver pursuant to s. 243 of the *Bankruptcy and Insolvency Act* and s. 39 of the *Law and Equity Act*. The Court will appoint a receiver and manager when “just or convenient”.

Textron Financial Canada Ltd. v. Chetwynd Motels Ltd., 2010 BCSC 477

2. Where the security instrument governing the relationship between the debtor and the secured creditor provides for a right to appoint a receiver on default, the burden on the applicant is relaxed. While the appointment of a receiver is generally regarded as an extraordinary equitable remedy, the nature of the remedy is not extraordinary or equitable in circumstances where commercial parties have expressly contemplated the appointment in a contract governing their relationship.

Textron at paras 50 and 75

Maple Trade Financing Inc. v. CY Oriental Holdings Ltd., 2009 BCSC 1527 at para 25

Ward Western Holdings Corp. v. Brosseuk, 2022 BCCA 32

Bank of Nova Scotia v. Freure Village on Clair Creek, [1996] O.J. No. 5088 (G.D.) at para 12

Canadian Tire Corp. v. Healy, [2011] O.J. No. 3498 (S.C.J.) at para 18

Bank of Montreal v. Carnival National Leasing Limited, [2011] O.J. No. 671 (S.C.J.) at para 27

Farallon Investments Ltd. v. Bruce Pallett Fruit Farms Ltd., [1992] O.J. No. 330 (G.D.) at paras 2-6

Foremost Financial Corporation et al v. Alai Developments Inc. et al, Court File No. CV-23-00702528-00CL (July 24, 2023)

3. The Court determines whether the appointment of a receiver would be just or convenient based on the specific circumstances of each individual case. There is no exhaustive list of relevant factors. Factors considered relevant on other applications have included:

- (a) The risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets;
- (b) The nature of the property;
- (c) The balance of convenience to the parties;
- (d) Whether the applicant has a contractual right to the appointment of a receiver;
- (e) Whether irreparable harm might be caused if no order is made (a creditor does not need to establish irreparable harm);
- (f) Whether a court appointment is necessary to enable the receiver to carry out its duties more efficiently;
- (g) The conduct of the parties;
- (h) The costs to the parties;
- (i) The likelihood of maximizing return to the parties; and
- (j) The goal of facilitating the duties of the receiver.

Textron

Maple Trade Financing Inc. v. CY Oriental Holdings Ltd., 2009 BCSC 1527

- 4. It would be just or convenient to appoint D. Manning & Associates Inc. receiver of the Lands and Property for reasons including:
 - (a) This is a commercial loan involving sophisticated commercial entities. The parties had the benefit of good legal counsel at all times. As part of the balancing of the parties' respective rights and obligations, the

Petitioner was granted the contractual right to appoint a receiver under the Mortgage and the GSA;

- (b) The Petitioner has lost confidence in the Debtors;
- (c) A receiver is required to collect and remit rents in accordance with proper legal priorities; and
- (d) With respect to the equities between the parties, the lenders upheld their ends of the bargain. In contrast, the Debtors have breached the contractual obligations owed to the lenders.

General

- 5. The Petitioner relies on Rules 1-3, 10-2, 13-5, 14-1, 16-1, 21-7 and 22-1 of the Supreme Court Civil Rules, the *Bankruptcy and Insolvency Act*, including s. 243, the *Law and Equity Act* including s. 39 and the *Personal Property Security Act*. On the issue of costs, the Petitioner relies on *Peace River Partnership v. Cardero Coal Ltd.*, 2023 BCCA 351 and *Blueshore Financial v. 1134038 B.C. Ltd.*, 2023 BCSC 2304. On the issue of post-judgment interest, the Petitioner relies on *Nouhi v. Pourtaghi*, 2024 BCSC 718.
- 6. Such further and other legal basis as counsel may advise and this Honourable Court permit.

Part 4: MATERIAL TO BE RELIED ON

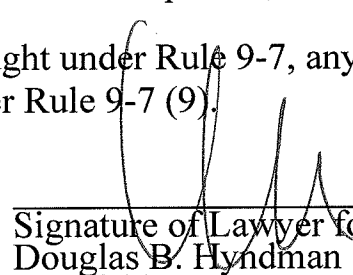
- 1. Affidavit #2 of Lawrence Lee made April 10, 2025;
- 2. the pleadings and proceedings had and taken herein;

3. such further or other material as counsel may advise and this Honourable Court permit.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application:

- (a) file an application response in Form 33;
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Dated: April 10, 2025.



Signature of Lawyer for Applicant
Douglas B. Hyndman
Kornfeld LLP

To be completed by the Court only:

Order made

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

Date: _____

Signature of ☐ Judge ☐ Associate Judge

APPENDIX

[The following information is provided for data collection purposes only and is of no legal effect.]

THIS APPLICATION INVOLVES THE FOLLOWING:

[Check the box(es) below for the application type(s) included in this application.]

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ oral matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts

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AND:

KAISER WEBER PROPERTIES INC.
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MATTHEW KARL WEBER
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551727 B.C. LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE

}

April 23, 2025

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

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

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

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

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

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

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

RECEIVER’S POWERS

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

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

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

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

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE LANDS

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

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

PERSONAL INFORMATION

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

ALLOCATION

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

SERVICE AND NOTICE OF MATERIALS

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

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

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

GENERAL

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

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

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

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

APPROVED AS TO FORM:

Douglas B. Hyndman
Kornfeld LLP
Lawyer for the Petitioner

BY THE COURT

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT _____

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

Parcel Identifier No.: 005-419-450

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

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

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

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

DATED the _____ day of _____, 2025

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

Per: _____

Name: _____

Title: _____

SCHEDULE "B"

DEMAND FOR NOTICE

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

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

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

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

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

OR

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

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

**IN THE SUPREME COURT OF BRITISH
COLUMBIA**

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

PETITIONER

AND:

KAISER WEBER PROPERTIES INC.

et al

RESPONDENTS

NOTICE OF APPLICATION

KORNFELD LLP

Barristers & Solicitors

1100 One Bentall Centre

505 Burrard Street, Box 11

Vancouver, British Columbia, Canada V7X 1M5

Telephone: (604) 331-8300

Fax: (604) 683-0570

D.B. Hyndman

File: BDC001/KAI241
