



**District of British Columbia  
Court No. KEL-S-S-127397  
KELOWNA REGISTRY**

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN THE MATTER OF THE LIQUIDATION OF WITMAR HOLDINGS LTD.  
LIQUIDATOR'S FIRST REPORT  
JANUARY 14, 2025**

# TABLE OF CONTENTS

**TABLE OF CONTENTS** ..... 2

**LIST OF APPENDICES**..... 3

**INTRODUCTION AND PURPOSE OF THE REPORT**..... 4

**SIGNIFICANT ASSETS & LIABILITIES**..... 9

**LIQUIDATOR’S ACTIVITIES TO DATE**..... 13

**FUTURE SALES PROCESS**..... 26

**LIQUIDATOR’S INTERIM RECEIPTS AND DISBURSEMENTS** ..... 27

**RECOMMENDATIONS** ..... 29

## **LIST OF APPENDICES**

<b>Appendix 1</b>	<b>Appointing Order</b>
<b>Appendix 2</b>	<b>Organizational Structure of Witmar Holdings Ltd.</b>
<b>Appendix 3</b>	<b>Liquidator's Interim Statement of Receipts &amp; Disbursements To December 31, 2024.</b>

# INTRODUCTION AND PURPOSE OF THE REPORT

## Introduction

1. C. Cheveldave & Associates Ltd. (“**CAL**”) was appointed as the Liquidator of Witmar Holdings Ltd. (“**Witmar**” or the “**Company**”) by an Order granted by this Honourable Court pursuant to sections 324 and 325 of the *Business Corporations Act*, SBC 2002, c.57 (the “**BCA**”) on January 26, 2024.
2. The Order became effective at noon on February 23, 2024 and was entered into the Kelowna Court Registry on March 6, 2024. Attached as “**Appendix 1**” is a copy of the Order.
3. For further information on these liquidation proceedings please refer to the Liquidator’s website [www.cheveldave.ca/engagements](http://www.cheveldave.ca/engagements) .
4. In preparing this report, the Liquidator has been provided with, and has relied upon, unaudited and other limited financial information, (together, the “**Information**”). The Liquidator has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided and in consideration of the nature of evidence provided to this Honourable Court. However, the Liquidator has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Liquidator expresses no opinion or other form of assurance contemplated under the CAS in respect of the Information.

5. All references to monetary amounts in this report are in Canadian dollars unless otherwise specified.

## **Background**

6. Witmar is a Kelowna, BC based company that has the following business operations:
  - a. Apartment buildings and rentals.
  - b. Residential real estate rentals.
  - c. Hotel & motel operations.
7. The Company directors at the time of the Liquidator's appointment were:
  - a. Walter Weisstock.
  - b. Antony Weisstock.
  - c. Silvia Gerard.
8. Walter Weisstock, Antony Weisstock and Silvia Gerard are siblings.
9. The Company was incorporated on October 29, 1981 under incorporation number BC0244659. Currently, the Company's shareholders are:
  - a. Wise Stock Developments Ltd. (A company the Liquidator understands is beneficially owned / controlled by Walter Weisstock.
  - b. SOAL Collective Inc. (A company the Liquidator understands is beneficially owned / controlled by Antony Weisstock.
  - c. Delta Vector Developments Corporation. (A company the Liquidator understands is beneficially owned / controlled by Albert Weisstock.
  - d. Saskgerards Holding Corporation. (A company the Liquidator understands is beneficially owned / controlled by Silvia Gerard.

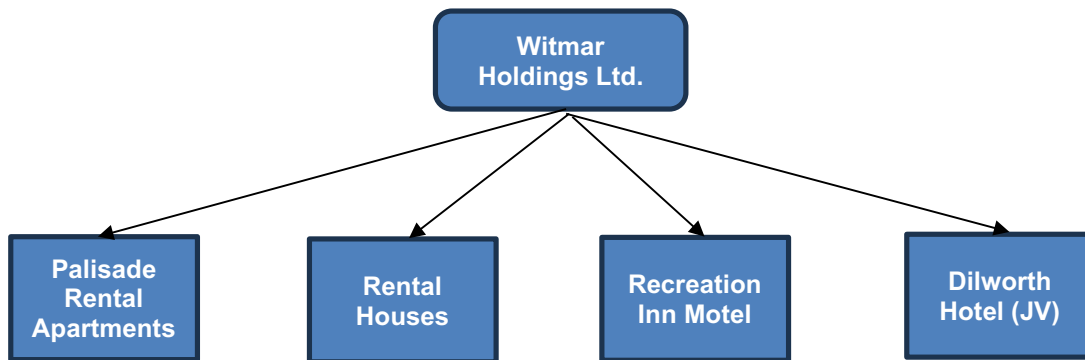
- e. Islandview Country Estates Inc. (A company the Liquidator understands is controlled by Antony Weisstock as trustee of the Willy and Maria Concetta Weisstock Trust.
  - f. 1100748 B.C. Ltd. (A company the Liquidator understands is controlled by the Estate of Maria Concetta Weisstock with Donald James Ramsay as the trustee. The Liquidator also understands that Walter Weisstock, Antony Weisstock, Albert Weisstock and Silvia Gerard are beneficiaries of the Estate).
10. Albert Weisstock is a sibling of Walter Weisstock, Antony Weisstock and Silvia Gerard. As a result of the long-running disputes and litigation among the shareholders of the Company, and the inability to find a workable and acceptable solution to divide the Company among its shareholders, a Liquidation Order was pronounced.

#### **Purpose of the Liquidator's First Report**

11. The purpose of the Liquidator's First Report (the "**First Report**") is to provide this Honourable Court with the following:
- a. Information on the Liquidator's activities from February 23, 2024 to December 31, 2024.
  - b. Summary financial information for the operating results of the Company and the Dilworth Joint Venture.
  - c. The Liquidator's Interim Statement of Receipts and Disbursements from February 23, 2024 to December 31, 2024 detailing the funds flowing through the Liquidator's trust account.
  - d. Information on the Liquidator's and the Liquidator's legal counsel's fees and disbursements from February 23, 2024 to December 31, 2024.
  - e. The Liquidator's recommendations.

## COMPANY OVERVIEW

12. The Company is comprised of the following operating business units:
  - a. Rental apartments (the Palisades Apartments).
  - b. Rental houses.
  - c. Recreation Inn motel.
  - d. Dilworth Inn hotel (operated through a joint venture).
13. The Liquidator has continued the active operations of these business units during the initial phase of the Liquidation proceeding.
14. An overview of the business structure of the Company is depicted as:



15. The Company operates the business units in a consolidated fashion where operating resources are shared among each business unit. For example, the same property management staff administer rentals, coordinate maintenance and repairs for the Palisades Apartments and the rental houses. The same maintenance staff will support both the Recreation Inn and the Dilworth Inn Hotel joint venture (the “**Dilworth JV**”). The Company’s senior leadership oversees all operations of both the Company and the Dilworth JV.

16. The Company's administrative offices are located at the Palisades rental apartments.
17. The Company holds a 92.5% interest in the Dilworth JV. The remaining 7.5% interest in the Dilworth JV is held by Antony Weisstock in his personal capacity.
18. Some aspects of the Dilworth JV operations are separate and distinct from the Company operations. For example:
  - a. Separate banking and cash management systems.
  - b. Separate trade account arrangements.
  - c. Separate financial reporting.
  - d. Separate statutory reporting (tax, payroll, GST, Worksafe, etc.).
  - e. Separate on-line booking accounts and on-line travel agency arrangements.
19. The Company and the Dilworth JV currently employ approximately 35 individuals and that number fluctuates with the seasonality of the hotel / motel business during the summer months. The positions within the Company and the Dilworth JV include:
  - a. Senior leadership (working directors).
  - b. Human Resources.
  - c. Clerical / Bookkeeping support.
  - d. Night auditors.
  - e. Hotel / motel operations management.
  - f. Front desk staff.
  - g. Housekeeping staff.
  - h. Maintenance staff.
  - i. In-house property management staff.



## SIGNIFICANT ASSETS & LIABILITIES

20. The Company's significant assets are described below.

### **The Palisades Apartments**

21. The Palisades Apartments consist of three separate buildings which are adjacent to one another located at:
- a. 3193 Walnut Street, Kelowna, BC.
  - b. 3195 Walnut Street, Kelowna, BC.
  - c. 3255 Watt Road, Kelowna, BC.
22. The buildings and parking lots are situated on 3.791 acres. The legal description of the property is Lot 3, District Lot 14, ODYD, Plan KAP22522, except Plan 23004.
23. The inventory of Palisade Apartments is 176 units which is composed of:
- a. 3193 Walnut Street - 52 units.
  - b. 3195 Walnut Street - 99 units.
  - c. 3255 Watt Road - 25 units.
24. The types of rental units consist of:
- a. Studio style apartments.
  - b. One bedroom style apartments.
  - c. Two bedroom style apartments.
25. The amenities offered by the Palisade Apartments include:
- a. Swimming pool / jacuzzi.
  - b. Exercise / Fitness room.
  - c. Outdoor patio / grilling area.

### **Rental Houses**

26. The Company has ten residential homes which are rented out:

<b>CIVIC ADDRESS</b>	<b>LEGAL DESCRIPTION</b>
370 Meikle Avenue	Lot 13, District Lot 14, ODYD, Plan KAP6069
3068 Meikle Avenue	Lot A, District Lot 14, ODYD, Plan KAP39755
3082 Meikle Avenue	Lot C, District Lot 14, ODYD, Plan KAP39755
3083 Meikle Avenue	Lot 1, District Lot 14, ODYD, Plan 27080
428 Meikle Avenue	Lot 2, District Lot 14, ODYD, Plan 27080
434 Meikle Avenue	Lot B, District Lot 14, ODYD, Plan 11997
411 Meikle Avenue	Lot 5, Block 1, District Lot 14, ODYD, Plan 6500
421 Meikle Avenue	Lot A, District Lot 14, ODYD, Plan 11997
409 Cedar Avenue	Lot A, District Lot 14, ODYD, Plan 6345
411 Cedar Avenue	Lot 3, District Lot 14, ODYD, Plan 4135

27. The residential homes are all located in the Pandosy Village area of Kelowna, BC.

### **Recreation Inn Motel & Adjacent Vacant Commercial Lot**

28. The Recreation Inn is an operating 49 room motel located at 1891 Parkinson Way in Kelowna, BC adjacent to Harvey Avenue (Highway 97). The motel is a budget-friendly property that features an outdoor seasonal pool, a dry sauna, and an outdoor picnic and grilling area.
29. The motel is situated on 1.21 acres of land legally described as Lot 1, Section 20, Township 26, ODYD, Plan 30909.
30. Situated adjacent to the motel is a vacant commercial lot that is located at 1864 Harvey Avenue, Kelowna BC. This vacant commercial lot is 0.643 acres in size and is legally described as Lot 1, Plan KAP23634, Section 20, Township 26, ODYD, except Plan KAP89971.
31. There is a small structure located on the property that the Company utilizes for storage.

### **The Dilworth Inn Hotel**

32. The Dilworth Inn hotel is an operating 50 room hotel property located at 1755 Dilworth Drive in Kelowna, BC. The hotel is situated near the Orchard Park Shopping Center and features an indoor pool and hot tub.
33. The hotel property is 1.003 acres in size and is legally described as: Lot C, District Lot 127, ODYD, Plan 31209.
34. The Dilworth Inn Hotel is a pet friendly property and is strategically situated being in very close proximity to shopping while only being an approximate 10 minute drive to downtown Kelowna.

### **Other Assets**

35. In addition to the assets listed above, the Company has miscellaneous assets used in day to day operations such as:
  - a. Maintenance tools and equipment.
  - b. Computers and office equipment.
  - c. Snow removal equipment.
  - d. Vehicles.
36. The Company has trade accounts payable arrangements in place to support the on-going operating business activities during the Liquidation proceeding. Trade creditors are paid routinely per the Company's scheduled accounts payable processing timelines.
37. In addition to the trade accounts payable, RBC is the only secured creditor that the Liquidator is aware of.
38. RBC's security includes a mortgage over the Palisades Apartments as well as a general security agreement over all the Company's present and after-acquired personal property.
39. The amount owing to RBC as of October 31, 2024 was approximately \$15.8 million.
40. The Company is current with all statutory priority creditors and to the best of the Liquidator's knowledge, there are no outstanding amounts owing to statutory priority creditors.

## LIQUIDATOR'S ACTIVITIES TO DATE

41. Subsequent to its appointment becoming effective, the Liquidator undertook the actions described below.
42. Immediately upon its appointment becoming effective on February 23, 2024 the Liquidator:
  - a. Was in contact with the Company's senior leadership to arrange for an on-site meeting with the Controller and with senior leadership staff who were available to attend.
  - b. Attended on-site and met with the Controller and a member of the senior leadership team and provided a copy of the Liquidation Order.
  - c. Went over numerous questions and commenced with preliminary gathering of information regarding the operations, accounting, banking, staffing, and related administrative matters.
  - d. Went over questions and discussed the overall purpose and objective of the Liquidation Order.
43. As there was a delay in receiving a copy of the Entered Liquidation Order (received on March 6, 2024), the Liquidator focused on gathering and analyzing as much information as possible and reviewing information from February 23, 2024 to March 6, 2024.
44. These efforts included:
  - a. Confirming the status of internal financial reporting and reviewing internal financial reporting formats for both the Company and the Dilworth JV.
  - b. Discussion of the accounting, payroll, and related software platforms that are in use.

- c. Discussion and review of on-line banking platform in use and banking arrangements with Valley First Credit Union.
  - d. Obtaining and reviewing employee lists, organizational chart information and staff roles.
  - e. Reviewing information provided by Walter Weisstock on the portfolio of assets.
  - f. Meetings with staff to advise them of the Liquidator's appointment and go over questions and concerns raised with respect to ongoing operations.
  - g. Obtaining and reviewing insurance information.
  - h. Obtaining and reviewing rent roll information.
  - i. Obtaining and reviewing the joint venture agreement for the Dilworth JV.
  - j. Review of appraisal information.
  - k. Review of RBC mortgage information.
  - l. Discussions with RHN Chartered Professional Accountants LLP. concerning the status of year end financial statements.
  - m. Discussions with the controller regarding various accounting cycle processes.
  - n. Review of various operations reports for the Recreation Inn and Dilworth JV.
  - o. Reviewing cash / liquidity positions.
  - p. Developing preliminary cash flow models.
  - q. Having discussions with the Company shareholders.
45. The Liquidator established a trust account for the purpose of administering the Liquidation estate.
46. Both the Company and the Dilworth JV conduct their day-to-day banking (including on-line banking) with Valley First Credit Union.

47. The Liquidator attended Valley First Credit Union and took control of the Company's and the Dilworth JV's bank accounts including taking control of access to on-line banking.
48. Upon review of the Company's and the Dilworth JV's banking arrangements, it was determined that it would be more efficient to retain the existing banking and cash management arrangements that were in place. This was due to:
- a. Tenants of the Palisades Apartments and the rental houses paying rent via pre-authorized debit directly to the Company's bank account.
  - b. The Company accepts credit cards payments for tenancy rental payments as well as payments for the Recreation Inn.
  - c. The Dilworth JV accepts credit card payments.
  - d. Arrangements for new banking for both credit card payments and pre-authorized debit payments would interrupt on-going operations and would be inefficient compared to simply taking control over the existing banking and cash management arrangements.
49. Upon taking control of the Company's and Dilworth JV bank accounts, the Liquidator began transitioning various vendor payments over to the on-line banking platform and away from processing payments via traditional cheques where possible to minimize disbursements by cheque.
50. Up to this point, the Company processed payments exclusively by cheque. The transition to on-line vendor payments required initial set up and troubleshooting / testing with Valley First Credit Union. This change results in more efficient payment processing.

### **Books and Records**

51. The physical Books and Records of the Company and the Dilworth JV are located at the Company's administration office at the Palisades Apartments.
52. In addition to the physical files, records and files are maintained on a file server that the Liquidator has access to.

### **Insurance**

53. The Liquidator was able to maintain the existing property and CGL insurance coverage that was placed in October 2023 and arranged to be added as a named insured / loss payee.
54. The Liquidator obtained sought and obtained proposals for the 2024 insurance renewals. Proposals were obtained from the incumbent broker (HUB International) as well as from BFL Canada.
55. The proposal from BFL Canada offered pricing that was significantly less than the incumbent brokerage for similar coverages.
56. As a result, the Liquidator renewed the 2024 coverages with BFL Canada.

### **Statutory Notice Requirements**

57. The Liquidator attended to the following statutory notice requirements:
  - a. Published notice of the Liquidator's appointment in the Gazette.
  - b. Published notice of the Liquidator's appointment in the Kelowna Daily Courier.
  - c. Issued and filed the required Form 21 pursuant to the Business Corporations Act.



- d. Issued notice of the Liquidator's appointment via regular mail to all the Company's and the Dilworth JV's vendors based on the accounting records.
- e. Published the notice of the Liquidator's appointment and the Liquidation Order on the Liquidator's website.
- f. Published a copy of the service list on the Liquidator's website.

### **Rental Inventory**

58. The Liquidator verified the inventory of rental houses and apartments and undertook the following steps:
- a. Undertook physical viewing of the rental houses and the apartments.
  - b. Undertook a physical count of suites in the apartment buildings.
  - c. Reviewed total rent roll reports for October 2023, February 2024 and April 2024 and reconciled total suite counts reported to the physical inventory count information.
  - d. Identified discrepancies in suite count totals which were noted in only one building (3195 Walnut). The Liquidator examined rent roll reports provided to the appraiser for the 2020 appraisal and the 2023 appraisal and compared those to the current rent roll report. The additional suites in 3195 Walnut were the result of a two bedroom suite being split into two individual suites.

### **Operations**

59. The Liquidator has continued with the operations of the Company and the Dilworth JV during the course of the Liquidation. The Liquidator is of the view based on historical and current financial results and short-term forecasted liquidity positions, that continuing operating the active business components of the Company and the Dilworth JV is warranted.

60. The current rental market in Kelowna continues to be strong with high demand for tenancies coupled with strong market rents. There are minimal vacancies experienced with both the Palisades Apartments and the Rental houses. When vacancies occur, acquiring new tenants is a relatively quick process due to the high demand for rentals. The market conditions in Kelowna for individuals seeking rental accommodation is similar to other communities in BC.
61. The day-to-day operations are carried out by the Company's and Dilworth JV's staff under Liquidator's supervision. A current depiction of the general organizational structure is found at "**Appendix 2**".
62. The Liquidator's role in day-to-day operations is supervisory and oversight in nature. Some of the specific tasks carried out by the Liquidator concerning day-to-day operations include:
- a. Monitoring cash and liquidity positions.
  - b. Receiving and reviewing daily operational reports.
  - c. Working with the Company's HR manager to resolve staff concerns related to job security considering the Liquidation proceedings.
  - d. Approving tenancy agreements for new tenancies.
  - e. Approving staff compensation rate adjustments.
  - f. Communicating any significant development to the staff concerning the Liquidation proceeding.
  - g. Negotiating terms with vendors for the continued supply of goods and services arising from the Liquidation Order.
  - h. Addressing vendor concerns regarding payment for services rendered.
  - i. Reviewing and approving accounts payable and related disbursements.

- j. Preparation assistance of and reviewing of monthly financial reports.
  - k. Working with management to resolve maintenance and repair issues as they arise.
63. Operating the business units while the Company is in liquidation has created some challenges in terms of attracting and retaining staff simply due to uncertainty and lack of job security. In addition to the Liquidation, the Company shareholders' litigation that has been publicized in the Kelowna marketplace has negatively impacted recruitment efforts to some extent.
64. There is no defined timeline as to when operations of the business units would change or cease due to a sale. In an attempt to alleviate concerns on the part of staff, the Liquidator has advised all staff that it will continue to keep everyone informed of any significant developments regarding the Liquidation proceeding.
65. Within two months of the Liquidator's appointment, the Company's financial Controller resigned her position in favour of a new opportunity. As this role within the operation is critical and essential, a replacement was required.
66. With the current job market demand for experienced financial professionals being extremely high, the notice of the resignation of the financial controller (3 weeks), the time it would take to implement an appropriate recruiting process, the absence of any job security that could be afforded to potential prospective candidates, and the unknown timeline of the duration of the role, the Liquidator determined that the quickest and most effective option would be to fill the financial Controller's role and duties with one of its own staff members who was

available on short notice.

67. While the Liquidator's staff member taking on the financial Controller role has hotel / hospitality industry experience in addition to senior accounting experience, the Liquidator retained the services of the former financial Controller on an as-needed, as-required basis to assist where necessary.
68. This decision allows for the financial controllership function to continue with minimum disruption while providing the critical and essential support for business operations.
69. With the departure of the Company's financial controller, the need became apparent for additional day-to-day operational support for hotel operations during the anticipated busy summer season.
70. The Company was able to retain the services, on commercially reasonable terms, of an operations manager that was formerly employed by the Company to provide additional operations support and to provide vacation relief for other senior level staff.
71. The retention of additional well experienced operational support provides for additional stability for hotel operations during the busy summer season.

#### **Interim Financial Results From Operations**

72. The internal, interim financial results (in \$000's) of Company operations for the period of November 1, 2023 to October 31, 2024 are summarized as follows:

	WITMAR HOLDINGS	DILWORTH JV	TOTAL
REVENUE	\$4,367	\$1,494	\$5,861
EXPENSES	<u>\$3,920</u>	<u>\$1,256</u>	<u>\$5,176</u>
PROFIT	<u>\$447</u>	<u>\$238</u>	<u>\$685</u>

### **Liquidator's Borrowing**

73. The Liquidation Order provides for borrowing authority of up to \$250,000.
74. The Liquidator has identified, based on current cash positions and short term cash flow forecasts, that there will be a need for short term borrowing in future months.
75. The Liquidator canvassed the Company's current mortgage lender (RBC) and current financial institution providing day-to-day banking (Valley First Credit Union) to determine whether they would be interested in providing lending to the Liquidator on a Liquidator's Certificate basis as provided for by the Order.
76. RBC and Valley First Credit Union declined the opportunity.
77. The Liquidator was able to make borrowing arrangements on commercially reasonable terms with Beem Credit Union (formerly Interior Savings Credit Union).

### **Discussions With Shareholders**

78. The Liquidator has held individual discussions with the shareholders on various occasions and maintains an open communication approach with

each of the shareholders.

79. The Liquidator has encouraged the shareholders to bring forward questions or concerns regarding the Liquidation proceedings so those may be addressed to the extent practicable in a timely manner.
80. The Liquidator has provided the shareholders with a confidentiality / non-disclosure agreement to facilitate the distribution of financial and financial-related information concerning Company operations, the Liquidation administration and related matters. The shareholders have signed and returned the confidentiality / non-disclosure agreements and as a result are provided with information on a monthly basis or more frequently when requested or warranted.

#### **Mediation / Arbitration**

81. The shareholders had advised the Liquidator of their collective desire to attempt a mediation or binding arbitration process that would allow for the equitable and fair division of assets among the shareholders. This process would be the alternative to the Company's assets being sold and the net proceeds (after tax and all costs) being distributed to the shareholders.
82. The Liquidator is aware that prior to the appointing Order becoming effective, an attempt at a mediated settlement among the shareholders was attempted and failed.
83. Notwithstanding the failed attempt, the Liquidator was of the view that should the shareholders wish to make another attempt at a division of assets, that opportunity should be afforded to them.

84. As all of the shareholders advised the Liquidator of their desire to attempt to undertake a process of reaching a negotiated settlement to divide Company assets via a mediation / arbitration process, the Liquidator agreed to temporarily pause proceeding with advancing specific realization steps.
85. The Liquidator is aware that the shareholders have met with two prospective mediator / arbitrators. The shareholders were considering the details of an initial draft mediation / arbitration agreement that would establish the process that would be followed to conduct the mediation / arbitration along with related agreements from one of the prospective mediator / arbitrators.
86. The Liquidator was aware that the shareholders were in regular communication with each other in their efforts to work towards resolving preliminary matters in order to formally proceed with the mediation / arbitration process.
87. In conjunction with the regular communication with each other, all of the shareholders conveyed their unanimous desire to further explore the tax implications of potential asset division transactions as among the shareholders.
88. To that extent, the shareholders agreed that the Company retain Doane Grant Thornton LLP to provide tax advice to the shareholders. Doane Grant Thornton LLP was retained in December 2024 with preliminary results of their work being completed at some point in January 2025.
89. Recently, the Liquidator was advised by legal counsel to one of the shareholders that there is no further interest on the part of that shareholder to continue with attempting a mediation / arbitration

process.

90. The Liquidator has not participated in the mediation / arbitration process or the tax advisory engagement in any fashion other than to be a neutral observer in order to facilitate information sharing and to report matters of significance to this Honourable Court.

#### **Routine Liquidation Administration Matters**

91. The various routine administration matters that the Liquidator has dealt with and continues to deal with in administering the Liquidation include:
- a. Preparing monthly statements of Receipts and Disbursements.
  - b. Liaising with service providers for various tasks to be undertaken (repairs and maintenance matters).
  - c. Attending to the payment of disbursements from the Company and Dilworth JV operating accounts and the Liquidator's trust account.
  - d. Liaising with appraisers with respect to details of the 2023 appraisal reports.
  - e. Discussions with prospective real estate brokerages concerning the sales process and maintaining a list of interested brokerages wanting to provide listing proposals.
  - f. Responding to questions from vendors and creditors.
  - g. Assisting with obtaining financial supporting documentation from vendors.
  - h. Updating and reviewing cash flow and liquidity positions and forecasts.
  - i. Reviewing daily operational reports.
  - j. Liaising with Company management on staffing and HR matters.
  - k. Attending to accounting and financial reporting matters for the business units.



- l. Attending to discussions with shareholders and related correspondence with the shareholders.
- m. Attending to the regular distribution of information to the shareholders.
- n. Managing a large volume of correspondence and requisite digital files.
- o. Preparation of affidavit materials and reports in support of the Liquidator's Court Application.
- p. Maintaining the Service List and the posting of documents to the Liquidator's website.

## FUTURE SALES PROCESS

92. The shareholders have recently advised the Liquidator that they would like the opportunity to meet and discuss the implementation of a sales process that would consider the right of first refusal (“**ROFR**”) provisions of the Appointing Order as well as the concept of “equity bids”.
93. It is anticipated this meeting will take place at some point in February 2025 or March 2025 and will include the shareholders’ respective legal counsels.
94. The Liquidator has considered sale methods for the realization of the real property assets. These considerations included:
  - a. Sales process facilitated by corporate finance professionals.
  - b. Sales process via a Sale and Investment Solicitation Process including the use of a stalking horse bid.
  - c. Sales process conducted by a competent and well experienced real estate brokerage or multiple brokerages.
95. As the majority of the assets (which are the highest valued assets) are real estate and real estate based, the Liquidator anticipates that a future sales process will likely include utilizing a real estate brokerage or multiple brokerages.
96. In anticipation of such, the Liquidator has compiled an initial draft Request for Proposal document for future use.

## LIQUIDATOR'S INTERIM RECEIPTS AND DISBURSEMENTS

97. The Receipts generated during the period of February 23, 2024 to December 31, 2024 in the Liquidator's Trust Account have been from cash transferred from the Company's operating bank account.
98. The detailed Liquidator's Interim Statement of Receipts and Disbursements to December 31, 2024 is attached as "**Appendix 3**". A summary of the Liquidator's Interim Statement of Receipts and Disbursements is as follows:

Item	Amount
Total Receipts	\$846,560.90
Total Disbursements	<u>(\$832,172.06)</u>
<b>Excess of Receipts Over Disbursements</b>	<b><u>\$14,388.84</u></b>

99. The Liquidator and its legal counsel have billed fees and disbursements of \$811,321.54 and \$21,632.60 before GST respectively to December 31, 2024 (the "**Liquidation Professional Fees**"). The Liquidation Professional Fees that were billed for the month of December 2024 will be disbursed in January 2025 and are not included in the Total Disbursements amount referenced in the table of the previous paragraph.
100. The Liquidator will be seeking approval of the Liquidation Professional Fees at this Court Application. Copies of the Liquidation Professional Fees invoices, including detailed time entries, will be included in the materials filed by the Liquidator.

101. The Liquidator is of the view that the Liquidation Professional Fees are fair and reasonable.

## RECOMMENDATIONS

102. The Liquidator submits its First Report and requests this Honourable Court to:

- a. Approve the Liquidator's First Report and the activities described herein.
- b. Approve the Liquidator's Interim Statement of Receipts and Disbursements for the period of February 23, 2024 to December 31, 2024.
- c. Approve the Liquidation Professional Fees for the Liquidator and its legal counsel for the period of February 23, 2024 to December 31, 2024.

All of which is respectfully submitted this 14<sup>th</sup> day of January 2025.

**C. Cheveldave & Associates Ltd.**

**In its sole capacity as Liquidator of Witmar Holdings Ltd, and not in its personal or corporate capacity.**



**Per: C.F. (Cecil) Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT  
President**





No. KEL-S-S-127397  
Kelowna Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between:

ALBERT WEISSTOCK

Petitioner

And:

WALTER WEISSTOCK, ANTONY WEISSTOCK, SILVIA RITA GERARD, WITMAR HOLDINGS LTD., DONALD JAMES RAMSAY (ADMINISTRATOR OF THE ESTATE OF MARIA CONCETTA WEISSTOCK), 1100748 B.C. LTD., ANTONY WEISSTOCK (TRUSTEE OF THE WILLY AND MARIA CONCETTA WEISSTOCK TRUST), and ISLANDVIEW COUNTRY ESTATES LTD.

Respondents

**ORDER MADE AFTER APPLICATION**

BEFORE THE HONOURABLE  
MR. JUSTICE BETTON

)  
) 26/JAN/2024  
)  
)

FURTHER TO the orders after application pronounced in this case on October 28, 2022 and December 15, 2022, in which the parties were directed to make submissions on the separation of the parties' interests in Witmar Holdings Ltd. and costs of this proceeding, coming on for hearing at the Kelowna Law Courts on January 26, 2024, and on hearing Steven D. Dvorak, counsel for the petitioner, Thomas J. Moran and Scott Silver, counsel for the respondents, Walter Weisstock, Antony Weisstock, and Antony Weisstock (Trustee of the Willy and Maria Concetta Weisstock Trust), Yarden D. Gershony and Lauren Nykolaychuk, counsel for the respondent, Silvia Rita Gerard, and David Garner, counsel for the respondent, Witmar Holdings Ltd.; and on reading the materials filed:

THIS COURT ORDERS AND DECLARES that:

### APPOINTMENT

1. Pursuant to Sections 324 and 325 of the *Business Corporations Act*, S.B.C. 2002, c. 57 (the "*BCA*"), C. Cheveldave & Associates Ltd. is hereby appointed liquidator (in such capacity, the "**Liquidator**"), without security, of Witmar Holdings Ltd. (the "**Company**").

### LIQUIDATOR'S POWERS

2. The Liquidator has and shall have all of the powers and authorities as provided to it under this Order, the *BCA*, and any further order of this court.
3. The Liquidator is empowered and authorized to act at once in respect of the Company, its assets and undertakings (the "**Property**") and, without in any way limiting the generality of the foregoing, the Liquidator is expressly empowered and authorized to do any of the following where the Liquidator considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Company and the Property, together with any and all revenues received by the Company, and receipts and disbursements arising out of or from the Property;
  - (b) to carry on the business of the Company so far as may be required or as may be beneficial for the liquidation and dissolution of the Company;
  - (c) to do all acts and execute, in the name and on behalf of the Company, all documents, and for that purpose to use the seal of the Company;
  - (d) to engage any employee or manager of the Company on a "term and task" basis to assist with the Liquidator's performance of its obligations hereunder;
  - (e) 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;
  - (f) to manage, operate and carry on the business of the Company, 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 Company;
  - (g) 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 Liquidator's powers and duties, including, without limitation, those conferred by this Order;
  - (h) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Company or any part or parts thereof;



- (i) to draw, accept, make and endorse any bill of exchange or promissory note in the name of and on behalf of the Company;
- (j) to raise upon the security of the Property any requisite money to carry on the powers under this Order;
- (k) to call meetings of the Company's shareholders (the "**Shareholders**") for any purpose the Liquidator deems appropriate;
- (l) to receive and collect all monies and accounts now owed or hereafter owing to the Company and to exercise all remedies of the Company in collecting these amounts, including, without limitation, enforcement of any security held by the Company;
- (m) subject to the terms of any claims process order made in this proceeding, to settle, extend or compromise any indebtedness owing to the Company;
- (n) to execute, assign, issue and endorse documents of whatever nature in respect of the Company or any of the Property, whether in the Liquidator's name or in the name and on behalf of the Company, for any purpose pursuant to this Order;
- (o) to undertake environmental or workers' health and safety assessments of the Property and operations of the Company;
- (p) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Company, the Property or the Liquidator, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (q) subject to the terms of this Order, 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 Liquidator considers appropriate, including to solicit offers or credit bids from the Company's shareholders in accordance with the procedures set out in Schedule B or otherwise, at the Liquidator's discretion;
- (r) distribute any of the Property in kind among the shareholders of the Company;
- (s) to sell, convey, transfer, distribute (including pursuant to subparagraph (r) above), lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of a single transaction for consideration up to \$50,000.00 provided that the aggregate consideration for all such transactions does not exceed \$200,000.00; 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 such circumstances the Liquidator shall

consult with the Shareholders, prior to seeking court approval as to an appropriate sales process,

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;

- (t) 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;
- (u) to report to, meet with and discuss with such affected Persons (as defined below) as the Liquidator considers appropriate on all matters relating to the Company, the Property and the Liquidation, and to share information, subject to confidentiality terms as the Liquidator considers appropriate;
- (v) to issue such notices of its appointment as may be required, and to register a copy of this Order and any other Orders in respect of the Company and the Property against title to any of the Property;
- (w) 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 Liquidator, in the name of the Company;
- (x) to exercise any shareholder, partnership, joint venture or other rights which the Company may have;
- (y) in accordance with and subject to the provisions of the *BCA* and any Order of this Court, make or cause to be made, from time to time, any interim distributions or distributions in kind of portions of receipts realized from the disposition of the Property to the Shareholders rateably among the Shareholders according to their rights and interests in the Company, while maintaining such reserves as are reasonably necessary to carry on the Liquidator's powers and obligations hereunder and to reasonably provide for payment of all claims against the Company and the Property;
- (z) do and execute all such other things as are necessary for the liquidation and dissolution of the business and affairs of the Company and distributing the proceeds from the Property to the creditors of the Company and the Shareholders; and
- (aa) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory or other obligations,

and in each case where the Liquidator 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 Company, and without interference from any other Person.



## **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE LIQUIDATOR**

4. Each of (i) the Company; (ii) all of the Company'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 Liquidator of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Liquidator, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Liquidator upon the Liquidator's request.
5. All Persons, other than governmental authorities, shall forthwith advise the Liquidator 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 Company, 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 Liquidator of the existence of any Records in that Person's possession or control.
6. Upon request, all Persons shall provide to the Liquidator or permit the Liquidator to make, retain and take away copies of the Records and grant to the Liquidator 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 Liquidator due to solicitor client privilege or statutory provisions prohibiting such disclosure.
7. 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 Liquidator for the purpose of allowing the Liquidator 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 Liquidator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Liquidator. Further, for the purposes of this paragraph, all Persons shall provide the Liquidator with all such assistance in gaining immediate access to the information in the Records as the Liquidator may require including, without limitation, providing the Liquidator with instructions on the use of any computer or other system and providing the Liquidator 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 LIQUIDATOR**

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



## **NO PROCEEDINGS AGAINST THE COMPANY OR THE PROPERTY**

9. No Proceeding against or in respect of the Company or the Property shall be commenced or continued except with the written consent of the Liquidator or with leave of this Court and any and all Proceedings currently under way against or in respect of the Company or the Property (save and except for this proceeding) 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 Company and the Liquidator.

## **NO EXERCISE OF RIGHTS OR REMEDIES**

10. All rights and remedies (including, without limitation, set-off rights) against the Company, the Liquidator, or affecting the Property, are stayed and suspended except with the written consent of the Liquidator or leave of this Court, provided however that nothing in this Order shall (i) empower the Liquidator or the Company to carry on any business which the Company 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 LIQUIDATOR**

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 Company, without written consent of the Liquidator 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 Company 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 Company 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 Company and the Liquidator, and the Liquidator shall be entitled to the continued use of the Company'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 Liquidator in accordance with normal payment practices of the Company or such other practices as may be agreed



upon by the supplier or service provider and the Liquidator, or as may be ordered by this Court.

### **LIQUIDATOR TO HOLD FUNDS**

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Liquidator 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 Liquidator (the "**Post-Liquidation Accounts**") and the monies standing to the credit of such Post-Liquidation Accounts from time to time, net of any disbursements provided for herein, shall be held by the Liquidator 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 Company shall remain the employees of the Company until such time as the Liquidator, on the Company's behalf, may terminate the employment of such employees. The Liquidator shall not be liable for any employee-related liabilities of the Company, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Liquidator may specifically agree in writing to pay or in respect of obligations imposed specifically on liquidators by applicable legislation. The Liquidator 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 Liquidator may hire in accordance with the terms and conditions of such employment by the Liquidator.

### **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 Liquidator 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 Liquidator, 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 Company, and shall return all other personal information to the Liquidator, or ensure that all other personal information is destroyed.

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. Nothing in this Order shall require the Liquidator 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 Liquidator from any duty to report or make disclosure imposed by applicable Environmental Legislation.
17. The Liquidator shall not, as a result of this Order or anything done in pursuance of the Liquidator'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 Liquidator is actually in possession.
18. Notwithstanding anything in federal or provincial law, the Liquidator is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
  - (a) before the Liquidator's appointment; or,
  - (b) after the Liquidator's appointment, unless it is established that the condition arose or the damage occurred as a result of the Liquidator's gross negligence or wilful misconduct.
19. Notwithstanding anything in federal or provincial law, but subject to paragraph 18 of this Order, where an order is made which has the effect of requiring the Liquidator to remedy any environmental condition or environmental damage affecting the Property, the Liquidator 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 LIQUIDATOR'S LIABILITY**

20. The Liquidator 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 liquidators by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Liquidator by any applicable legislation.



## LIQUIDATOR'S ACCOUNTS

21. The Liquidator and its legal counsel, if any, are granted a charge (the "**Liquidator'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 Liquidator'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 the mortgage registered in favour of Royal Bank of Canada, and subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
22. The Liquidator and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Liquidator and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
23. Prior to the passing of its accounts, the Liquidator shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Liquidator or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## FUNDING OF THE LIQUIDATION

24. The Liquidator 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 \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Liquidator 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 Liquidator 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 "**Liquidator'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 existing mortgage in favour of the Royal Bank of Canada, the Liquidator's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
25. Neither the Liquidator's Borrowings Charge nor any other security granted by the Liquidator in connection with its borrowings under this Order shall be enforced without leave of this Court.
26. The Liquidator is authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Certificates**") for any amount borrowed by it pursuant to this Order.
27. The monies from time to time borrowed by the Liquidator pursuant to this Order or any further order of this Court and any and all 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 Certificates.

## ALLOCATION

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

## SERVICE AND NOTICE OF MATERIALS

29. The Liquidator shall establish and maintain a website in respect of these proceedings (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 Liquidator, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
30. 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 Liquidator, the Petitioner, and the Respondents a demand for notice in the form attached as Schedule "C" (the "Demand for Notice"). The Liquidator, the Petitioner, and the Respondents 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 Liquidator, the Petitioner, and the Respondents from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
31. The Liquidator shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "Service List"). The Liquidator shall post and maintain an up-to-date form of the Service List on the Website.
32. Any interested party, including the Liquidator, may serve any court materials in these proceedings 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 Liquidator, 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.
33. The Liquidator 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 Company'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 Liquidator and the Shareholders may from time to time apply to this Court for advice and directions in the discharge of the Liquidator's powers and duties hereunder.
36. Nothing in this Order shall prevent the Liquidator from acting as a trustee in bankruptcy of the Company.
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 Liquidator 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 Liquidator, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Liquidator and its agents in carrying out the terms of this Order.
38. The Liquidator 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 Liquidator 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 and Silvia Rita Gerard shall have their costs of this Proceeding to be assessed at Scale B, payable by Walter Weisstock and Antony Weisstock on a joint and several basis.
40. The effect of this order is suspended until 12:00 p.m. Pacific Time on February 23, 2024. This suspension may be extended only with the consent of all Shareholders, on the basis that an agreement in principle to separate the interests of the Shareholders in the Company by a mechanism other than liquidation has been reached, and in such event the Shareholders are at liberty to either file a consent order further suspending the effect of this order or may request, through Scheduling, an appearance to speak to the terms of an extension order.

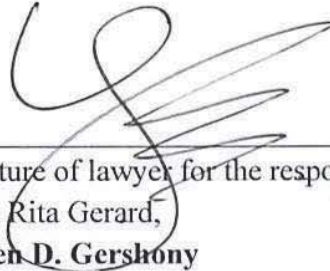
41. The Honourable Mr. Justice Betton is not seized of this matter from and after the date of this order.

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 AS TO FORM:



Signature of lawyer for the petitioner,  
**Steven D. Dvorak**



Signature of lawyer for the respondent  
Silvia Rita Gerard,  
**Yarden D. Gershony**

Signature of lawyer for the respondents  
Walter Weisstock and Antony Weisstock,  
**Thomas Moran**

Signature of lawyer for the respondent  
Witmar Holdings Ltd.,  
**David A. Garner**

**BY THE COURT**

Registrar

41. The Honourable Mr. Justice Betton is not seized of this matter from and after the date of this order.

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 AS TO FORM:

\_\_\_\_\_  
Signature of lawyer for the petitioner,  
**Steven D. Dvorak**



\_\_\_\_\_  
Signature of lawyer for the respondents  
Walter Weisstock and Antony Weisstock,  
**Thomas Moran**

\_\_\_\_\_  
Signature of lawyer for the respondent  
Silvia Rita Gerard,  
**Yarden D. Gershony**

\_\_\_\_\_  
Signature of lawyer for the respondent  
Witmar Holdings Ltd.,  
**David A. Garner**

**BY THE COURT**

\_\_\_\_\_  
Registrar

41. The Honourable Mr. Justice Betton is not seized of this matter from and after the date of this order.

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 AS TO FORM:

\_\_\_\_\_  
Signature of lawyer for the petitioner,  
**Steven D. Dvorak**

\_\_\_\_\_  
Signature of lawyer for the respondent  
Silvia Rita Gerard,  
**Yarden D. Gershony**

\_\_\_\_\_  
Signature of lawyer for the respondents  
Walter Weisstock and Antony Weisstock,  
**Thomas Moran**

\_\_\_\_\_  
  
Signature of lawyer for the respondent  
Witmar Holdings Ltd.,  
**David A. Garner**

**BY THE COURT** Digitally signed by  
Betton, J

Digitally signed by  
Jaque, Laurel

\_\_\_\_\_  
Registrar



## SCHEDULE "A" CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT

\$ \_\_\_\_\_

1. THIS IS TO CERTIFY that C. Cheveldave & Associates Ltd., the Liquidator of Witmer Holdings Ltd. (the "**Company**"), appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (the "**Court**") dated the 26<sup>th</sup> day of January, 2024 (the "**Order**") made in SCBC Action No. KEL-S-S-127397, Kelowna Registry, has received as such Liquidator from the holder of this certificate (the "**Lender**") the principal sum of \$ 100,000.00, being part of the total principal sum of \$ 1,000,000.00 which the Liquidator 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 15<sup>th</sup> day of each month after the date hereof at a notional rate per annum equal to the rate of 5.00 per cent above the prime commercial lending rate of 4.00 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 Liquidator 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 Liquidator 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 100-1000.
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 Liquidator 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 Liquidator to deal with the Property as authorized by the Order and as authorized by any further order of the Court.

7. The Liquidator 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 \_\_\_\_\_, 2024.

C. Cheveldave & Associates Ltd., solely in its capacity as Liquidator of Witmar Holdings Ltd., and not in its personal capacity

Per:  
Name:  
Title:

**SCHEDULE "B"**  
**SALE PROCEDURE AND RIGHT OF FIRST REFUSAL**

If the Liquidator has received from a third party (a **"Third Party"**) a written offer (the **"Third Party Offer"**) to purchase any or all of the Property, then the Liquidator may elect to sell the Property in accordance with the following procedure:

- a) The Liquidator will deliver written notice (the **"Offer Notice"**) to each of the Company's shareholders (the **"Offerees"**) the right to purchase, receive or otherwise acquire all but not less than all of the Property under the Third Party Offer for a price not more than, and on terms and conditions not less favourable than, those set out in the Third Party Offer. The Offer Notice will set out, (i) the Property or part or parts thereof that the Liquidator is prepared to sell to the Third Party, (ii) that the Offer Notice is an offer by the Company to sell the Property or part or parts thereof, which is open for acceptance for a period of 30 days after receipt of the Offer Notice (the **"Offer Period"**), and (iii) any other terms and conditions applicable to the Third Party Offer. The Offer Notice will be accompanied by a true copy of the Third Party Offer and other documents and information which the Liquidator has agreed to provide to the Third Party in respect of any such Third Party Offer.
- b) An Offeree, or group of Offerees acting in concert, may accept the offer constituted by the Offer Notice within the Offer Period by written notice to the Liquidator.
- c) If more than one acceptance described in paragraph (b) of this Schedule "B" is received, the Liquidator will notify each of the accepting Offerees. Each accepting Offeree will submit a written blind bid within 10 days of the occurrence of the applicable notice (the **"Second Offer Period"**) to the Liquidator offering to purchase all but not less than all of the Property under the Third Party Offer for an aggregate purchase price equal to or greater than the Third Party Offer (the **"Shareholder Offer"**). Subject to paragraph (f)(ii) of this Schedule "B", the Shareholder Offer that is highest in bid price will be the successful Shareholder Offer.
- d) Each other Offeree shall not be provided with the other Offerees' blind bids submitted pursuant to paragraph (c) of this Schedule "B".
- e) No Offeree shall act in concert with any third party, directly or indirectly, to submit a Shareholder Offer. Any such offer shall disqualify the Offeree from participation.
- f) Within 15 days after the Offer Period or the Second Offer Period, as the case may be, the Liquidator will notify the Offerees in writing either:
  - i. that it accepts the Shareholder Offer that is highest in its bid price; or
  - ii. that it refuses the Shareholder Offer(s) and intends to proceed with sale of the Property as the Liquidator considers appropriate, including acceptance of the Third Party Offer,



and such acceptance or refusal will be evidenced by a notice in writing given by the Liquidator to the Offerees.

- g) Upon receipt by the Offeree of the Liquidator's acceptance of its Shareholder Offer, a binding contract of purchase and sale for all of the Property offered thereby will be constituted between the Company and the Offeree (the "Sale").
- h) The Sale will be completed on the following terms:
  - i. any realtor sales commissions payable by the Offeree on the sale of any Property is limited to no more than one-third (1/4) of standard commission rates applicable to the cash portion of the sale price of the Property;
  - ii. if applicable, any mortgage, lien, charge, hypothec, or security interest of any nature encumbering the Property will be assigned to the Offeree, subject to approval of the applicable secured lender or alternative financing secured by the Offeree;
  - iii. the terms set out in the Shareholder Offer;
  - iv. the Offeree may not assign the Sale of any Property to a third party;
  - v. such other terms as the Liquidator and the Offeree may agree; and
  - vi. in accordance with this Order.
- i) If an Offeree does not respond in writing to the Offer Notice or Second Offer Notice, as the case may be, within the Offer Period or Second Offer Period, respectively, it will be deemed to have waived its right to make a Shareholder Offer. For greater certainty, any such deemed waiver will not prejudice any right of an Offeree under this Order to a future proposed sale of the Property.



**Schedule "C"**

**Demand for Notice**

**TO:**           **Albert Weisstock**  
                  Attention: Steven Dvorak, counsel to Albert Weisstock  
                  Email: [sdd@vernonlaw.ca](mailto:sdd@vernonlaw.ca)

**AND TO:**     **C. Cheveldave & Associates Ltd.**  
                  c/o [Name of Counsel]  
                  Attention:  
                  Email:

**Re:   In the matter of the Liquidation of Witmar Holdings Ltd.**

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

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

\_\_\_\_\_

OR

2. By mail, at the following address:

\_\_\_\_\_

Name of Person: \_\_\_\_\_

Name of Counsel (if any): \_\_\_\_\_

Person's Contact Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Person's Contact Phone Number: \_\_\_\_\_

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between:

ALBERT WEISSTOCK

Petitioner

And

WALTER WEISSTOCK, ANTONY WEISSTOCK,  
SILVIA RITA GERARD, WITMAR HOLDINGS LTD., DONALD JAMES RAMSAY,  
ADMINISTRATOR OF THE ESTATE OF MARIA WEISSTOCK AND 1100748 B.C.  
LTD., ANTONY WEISSTOCK, TRUSTEE WILLY AND MARIA WEISSTOCK TRUST  
and ISLANDVIEW COUNTRY ESTATES LTD.

Respondents

---

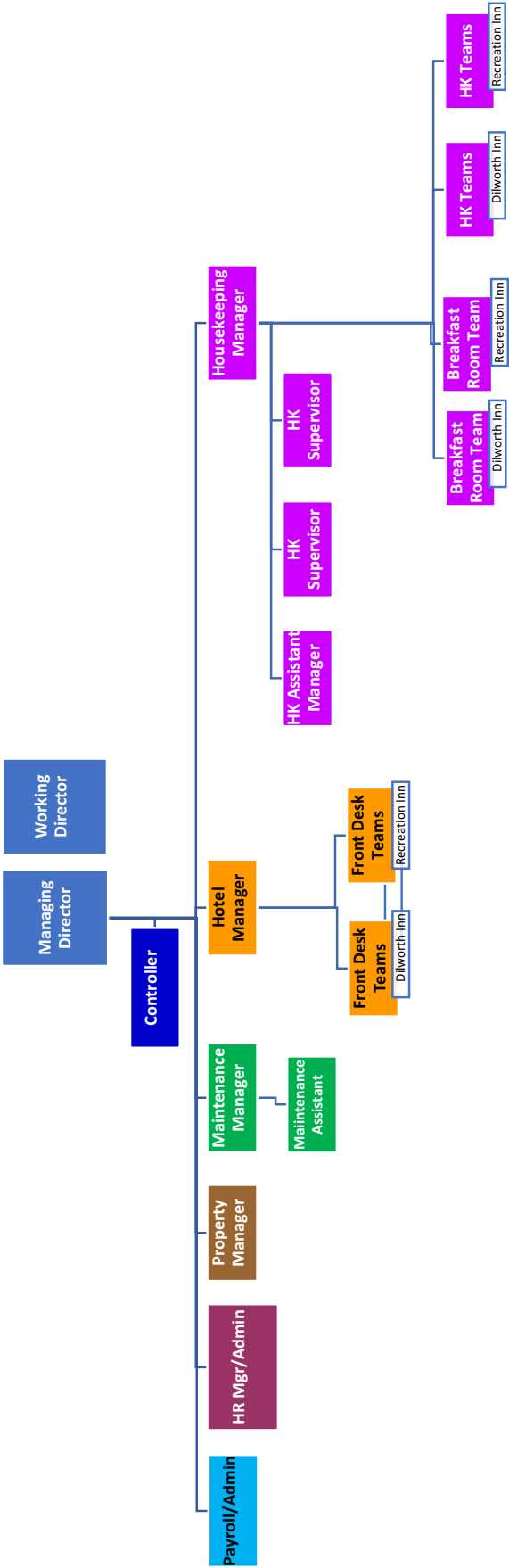
ORDER AFTER APPLICATION  
(LIQUIDATION)

---

**Dvorak Litigation Services**  
#11, 3<sup>rd</sup> Floor, 3205 32<sup>nd</sup> Street  
Vernon, BC V1T 5M7  
778.212.1962  
Email: [sdd@vernonlaw.ca](mailto:sdd@vernonlaw.ca)



Witmar Holdings Ltd. & Dilworth JV



## **Appendix 3**

### **Liquidator's Interim Statement of Receipts & Disbursements To December 31, 2024.**

**IN THE MATTER OF THE LIQUIDATION OF  
WITMAR HOLDINGS LTD.  
LIQUIDATOR'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS  
FOR THE PERIOD FEBRUARY 23, 2024 TO DECEMBER 31, 2024**

	Feb 23 to Dec 31, 2024
<b>RECEIPTS:</b>	
Funds from WHL bank account	\$ 782,695.72
Legal / litigation settlement	63,865.18
<b>TOTAL RECEIPTS</b>	<b>\$ 846,560.90</b>
<b>DISBURSEMENTS:</b>	
Advertising - Notice of Appointment of Liquidator	\$ 480.69
Bank charges	888.38
Home Depot Charges - Recreation Inn	807.64
Appraisal	1,000.00
Liquidator's lender fees	1,000.00
Sherwin Williams Charges - Palisade Apartments	1,261.91
RONA Charges - Palisade Apartments	12,268.52
Subcontractor	15,083.33
Liquidator's legal fees	15,492.71
GST paid	34,097.44
Liquidator's fees and expenses	749,791.44
<b>TOTAL DISBURSEMENTS</b>	<b>\$ 832,172.06</b>
<b>EXCESS OF RECEIPTS OVER DISBURSEMENTS</b>	<b>\$ 14,388.84</b>