



Affidavit #3 of Cecil Cheveldave  
sworn on August 11, 2023

NO. KEL-S-H-135244  
KELOWNA REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

**HARBOURFRONT HOLDINGS LTD**

PETITIONER

AND:

**1245946 BC LTD., RICHARD VERNON PROVOST, LINDSAY KNITTER, HIS  
MAJESTY THE KING IN RIGHT OF CANADA, OCCUPANTS OF THE LANDS**

RESPONDENTS

**AFFIDAVIT**

I, Cecil Cheveldave, of Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4, MAKE OATH  
AND SAY THAT:

1. I am President of C. Cheveldave & Associates Ltd., the Receiver of the Lands of 1245946 BC Ltd. (the “**Receiver**”), and as such have personal knowledge of the matters and facts herein deposed to except where stated to be on information and belief and where so stated do verily believe the same to be true.
2. The Receiver was appointed on November 23, 2022.
3. For the period of November 23, 2022 to June 30, 2023, the Receiver’s staff have spent 289.8 hours in respect of this matter.

4. Attached hereto and marked as **Exhibit “A”** is a copy of a schedule showing the hours and rates of the Receiver’s staff involved in this matter and the fees claimed by the Receiver in the amount of \$78,670 for the period of November 23, 2022 to June 30, 2023. Also included in the schedule is the Receiver’s estimated hours and respective fees for July 1, 2023 to discharge.
5. The senior staff of the Receiver who spent most of the time working on this file is myself. I am a Licensed Insolvency Trustee based in Kamloops, BC.
6. Attached hereto and marked as **Exhibit “B”** is my curriculum vitae which outlines my professional qualifications and experience. I have been working in the insolvency and restructuring industry since 1999.
7. Attached hereto and marked as **Exhibit “C”** is a summary report outlining the Receiver’s activities for the period of November 23, 2022 to discharge.
8. Attached hereto and marked as **Exhibit “D”** is the Receiver’s statement of receipts and disbursements for the period of November 23, 2022 to June 30, 2023. Also included in Exhibit D is the Receiver’s estimated pending disbursements between July 1, 2023 to discharge.
9. Attached hereto and marked as **Exhibit “E”** is a schedule of the Receiver’s invoices. Included with the schedule are copies of the Receiver’s invoices for the period of November 23, 2022 to June 30, 2023.
10. The Receiver retained McMillan Dubo LLP to act as Receiver’s legal counsel. Attached hereto and marked as **Exhibit “F”** is a schedule of McMillan Dubo LLP’s invoices. Included with the schedule are copies of McMillan Dubo LLP’s invoices to June 30, 2023.
11. In order to fund the Receiver’s estimated pending disbursements from July 1, 2023 to discharge, the Receiver requires an increase in its borrowing authorization. On January 16, 2023, this Honourable Court granted an Order that in part increased the Receiver’s authority to borrow up to \$200,000. As shown in Exhibit D, the Receiver has exhausted its current borrowing capacity.

12. The Receiver has estimated that it will require up to \$60,000 to fund its estimated pending disbursements to discharge.
13. To the best of my knowledge and belief, the information set out in **Exhibits “A” through “F”** attached hereto are accurate. In addition, I have reviewed the invoices of the Receiver summarized in **Exhibit “E”**. From my review of the records of the Receiver and to the best of my knowledge and belief, the descriptions of the work conducted by the Receiver set out in the invoices (including the date, time and descriptions of work) are accurate and were assembled from records created by the Receiver in the ordinary course of its business pursuant to a regular business duty contemporaneously with the events described therein.
14. This Affidavit is in support of the Receiver’s application for approval of its accounts, activities and increased borrowing authorization as set out in the attached information.

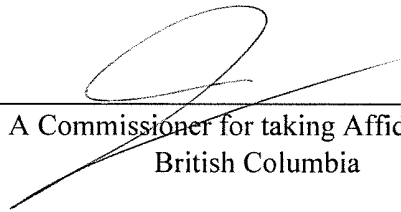
SWORN BEFORE ME at the City of  
Kamloops, in the Province of British  
Columbia, this 11<sup>th</sup> day of August, 2023.

A Commissioner for taking Affidavits for  
British Columbia.

CECIL CHEVELDAVE

**Jessica Fisher**  
Barrister & Solicitor  
McMILLAN DUBO LLP  
#401-121 6th AVENUE  
KAMLOOPS, BC V2C 0M1

This is **Exhibit "A"** referred to in the Affidavit  
of Cecil Cheveldave made before me on  
August 11, 2023



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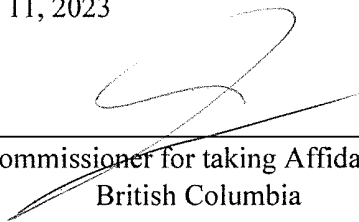
A Commissioner for taking Affidavits for  
British Columbia

**IN THE MATTER OF THE RECEIVERSHIP OF  
1245946 BC LTD.**

**SUMMARY OF THE RECEIVER'S TIME INCURRED  
NOVEMBER 2022 TO JUNE 2023**

NAME	TITLE	HOURS	RATE	VALUE
Cecil Cheveldave	President	232.50	\$ 300	\$ 69,750.00
Jim Gilchrist	Sr. Associate	2.60	\$ 275	\$ 715.00
Geri Bordas	Estate Administrator	54.70	\$ 150	\$ 8,205.00
		<u>289.80</u>		<u>\$ 78,670.00</u>
<b>ESTIMATED HOURS JULY 1, 2023 TO DISCHARGE</b>				
Cecil Cheveldave	President	67.00	\$ 300	\$ 20,100.00
Geri Bordas	Estate Administrator	20.00	\$ 150	\$ 3,000.00
		<u>87.00</u>		<u>\$ 23,100.00</u>
	<b>GRAND TOTAL</b>	<u>376.80</u>		<u>\$ 101,770.00</u>

This is **Exhibit "B"** referred to in the Affidavit  
of Cecil Cheveldave made before me on  
August 11, 2023



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A Commissioner for taking Affidavits for  
British Columbia

# CECIL CHEVELDAVE, CPA, CMA, CMC, CAFM, CIRP, LIT

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Kamloops, BC V1S 1S6 O 250-819-8614

[ctcheveldave@telus.net](mailto:ctcheveldave@telus.net) O [www.linkedin.com/in/cecil-cheveldave](http://www.linkedin.com/in/cecil-cheveldave)

*An experienced leader in the areas of financial restructuring, financial advisory and management. Works collaboratively at the Chief Financial Officer and Chief Executive Officer levels with the proven ability to drive positive results in the most difficult circumstances. A consummate builder of high performing teams that deliver value-added results. A problem solver focused on bringing order to situations of chaos.*

## CAREER OVERVIEW

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### C. CHEVELDAVE & ASSOCIATES LTD.

2019 – Present

#### President

Leading receivership, liquidation, monitoring and turnaround mandates in both court-appointment and instrument appointment jurisdictions. Responsible for all business development activities of the firm.

### LEGACY PARTNERS ADVISORY GROUP LTD.

2013 – Present

#### Managing Director / Lead Consultant

Leading financial advisory engagements in a discreet consultancy on behalf of select First Nation Government clients. General mandate areas included: treaty negotiations (fiscal components), fiscal governance and treasury, turnaround and restructuring, capacity / operational reviews, and general financial and management advisory services.

### HERON ADVISORY LTD.

2015 – Present

#### Partner

Leading and carrying out financial advisory engagements in the areas of: distress financing procurement, asset acquisition strategy and implementation, secured creditor negotiations, informal financial workouts and restructuring.

### KPMG (PRINCE GEORGE & KAMLOOPS OFFICES)

1997-2019

#### Vice President (2006 - 2019)

Led all aspects of the restructuring and insolvency practice including practice development / business development, deployment of marketing strategies, supervising and mentoring project staff and leading restructuring engagements. Geographies served included BC, western Canada and the United States. Mandates included financial advisor to secured lenders and debtor companies, court appointed receiver, receiver-manager, court appointed monitor, court appointed liquidator, and Trustee in formal BIA mandates.

- Coordinated, deployed and led multi-disciplined teams from across different geographies which enabled quick, on the ground possession taking and safeguarding of physical assets.
- Mentored junior team members throughout various and different mandate deployments resulting in the overall technical and skill strengthening of the team. This drove efficiencies for both existing and future mandates resulting in higher recoveries overall.

- Take over of failed multi-million-dollar real estate development in mid-construction and failed construction projects and implemented turnaround strategies in order to complete construction and bring real estate inventory to market.
- Successfully led the program to locate, secure and retrieve numerous pieces of heavy equipment scattered over remote locations in two Provinces. The program included composing multi-disciplined industry teams and ensuring all requisite permitting and logistics were appropriately deployed. The result was that valuable assets were safeguarded, retrieved and liquidated for the benefit of secured creditors.
- Drove growth of the consumer insolvency practice in the Prince George office to become the largest consumer insolvency practice in the country for the firm for two consecutive years.

**Senior Manager, Manager and Consultant, Financial Advisory Practice (1997 - 2006)**

## **INDUSTRIES SERVED**

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Industries served include:

First Nation Governments	Non-Profits	Hotel / Hospitality
RV Resorts	Commercial Real Estate	Resort Real Estate
Residential Real Estate	Commercial Transport	Oil & Gas Land Development
Civil Construction	Road Building	Forestry
Lumber Manufacturing	Equipment Sales	Agriculture / Ranching
Retail	Tourism	

## **PROFESSIONAL DESIGNATIONS**

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**CPA** - Chartered Professional Accountant

**CMA** - Certified Management Accountant

**CMC** - Certified Management Consultant

**CAFM** - Certified Aboriginal Financial Manager

**CIRP** – Chartered Insolvency & Restructuring Professional

**LIT** – Licenced Insolvency Trustee

## **BOARD, VOLUNTEER AND COMMUNITY ACTIVITIES**

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**Spelqweqs Development Corporation – Director (2020 – Present)**

Board governance. Spelqweqs Development Corporation is the economic development entity of the Canim Lake Band.

**Venture Kamloops – Director & Treasurer (2019 – Present)**

Board governance. Venture Kamloops is the economic development arm of the City of Kamloops.

**Fraternal Order of Eagles – Aerie #3453 – Treasurer & Finance Committee Member (2013 – 2019)**

Strengthened finance oversight and reporting in the organization. Oversaw the exit strategy of relocating operations.



**Motion Church – Finance Committee Member (2018 – Present)**

Involved with the finance committee to provide financial oversight and recommendations on finance and governance to the church board.

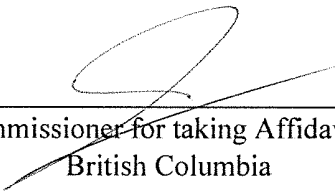
**BC Association of Insolvency & Restructuring Professionals – Director (2006 – 2012)**

Board governance of the provincial association.

**Aboriginal Financial Officers Association of BC – Director (1996 – 1998)**

One of the founding members and board governance of the provincial association.

This is **Exhibit "C"** referred to in the Affidavit  
of Cecil Cheveldave made before me on  
August 11, 2023



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A Commissioner for taking Affidavits for  
British Columbia

**Exhibit C**

**District of British Columbia  
Court No. KEL-S-H-135244  
KELOWNA REGISTRY**

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN THE MATTER OF THE RECEIVERSHIP OF LANDS OF 1245946 BC LTD.  
SUMMARY OF THE RECEIVER'S ACTIVITIES  
NOVEMBER 23, 2022 TO DISCHARGE**

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## **LIST OF APPENDICES**

<b>Appendix 1</b>	<b>Appointing Order</b>
<b>Appendix 2</b>	<b>Statement of Receipts and Disbursements To June 30, 2023</b>

# INTRODUCTION AND PURPOSE OF THE REPORT

## Introduction

1. C. Cheveldave & Associates Ltd. was appointed receiver ("**Receiver**") over the Lands of 1245946 BC Ltd. (the "**Company**") pursuant to a Court Order dated November 23, 2022. Attached as "**Appendix 1**" is a copy of the appointing Order. The Lands are legally described as:  
PID: 031-114-440  
Strata Lot 1, Section 19, Township 26, ODYD, Strata Plan EPS6505  
  
PID: 031-114-458  
Strata Lot 2, Section 19, Township 26, ODYD, Strata Plan EPS6505  
  
PID: 031-114-466  
Strata Lot 3, Section 19, Township 26, ODYD, Strata Plan EPS6505  
  
PID: 031-114-474  
Strata Lot 4, Section 19, Township 26, ODYD, Strata Plan EPS6505  
  
PID: 031-114-482  
Strata Lot 5, Section 19, Township 26, ODYD, Strata Plan EPS6505  
  
PID: 031-114-491  
Strata Lot 6, Section 19, Township 26, ODYD, Strata Plan EPS6505
2. It is important to note that this report is a summary. As a summary, the objective of the report is to highlight the significant activities undertaken by the Receiver during its administration from its appointment to discharge.
3. For further information on these receivership proceedings please refer to the Receiver's website [www.cheveldave.ca/engagements](http://www.cheveldave.ca/engagements) .
4. In preparing this report, the Receiver has been provided with, and has relied upon, unaudited and other limited financial information, (together, the "**Information**"). The Receiver 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 Receiver 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 Receiver 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. The Lands comprise a six-unit town house complex located at 1275 Brookside Avenue in Kelowna BC.
7. The Company had been experiencing financial difficulties and defaulted on its financial obligations to its second-place mortgage holder, Harbourfront Holdings Ltd.
8. As a result, Harbourfront Holdings Ltd. commenced foreclosure proceedings.

### **Purpose of the Receiver’s First Report**

9. This is the Receiver’s first report (the “**First Report**”) and is filed to provide this Honourable Court with the following:
  - a. Information on the actions of the Receiver for the period of November 23, 2022 to discharge.

- b. The Receiver's Statement of Receipts and Disbursements for the period of November 23, 2023 to June 30, 2023.
- c. The Receiver's estimated pending receipts and disbursements from July 1, 2023 to discharge.
- d. Information on the Receiver's additional borrowing requirements.
- e. Information on the Receiver's fees and disbursements for the period of November 23, 2022 to discharge.
- f. Information on the Receiver's legal counsel's fees and disbursements for the period of November 23, 2022 to discharge.
- g. Information on the asset realization efforts, and,
- h. The Receiver's recommendations.



## COMPANY'S PRIMARY ASSETS & LIABILITIES

10. The Company's primary asset are the Lands consisting of a six-unit town house complex located at 1275 Brookside Avenue in Kelowna BC.
11. Subsequent to its appointment, the Receiver identified the following as the Company's primary liabilities and estimated amounts owing:

Creditor	Amount (in 000's)
Secured Creditors:	
- BMO (first place mortgage)	\$2,600
- Harbourfront Holdings Ltd. (second place mortgage)	\$1,574
- City of Kelowna (property taxes and utilities)	<u>\$27</u>
Total Secured Creditors	\$4,201
Unsecured Creditors	<u>\$Unknown</u>
<b>Total Liabilities</b>	<b><u>\$4,201</u></b>

12. The Receiver was not in possession of the Company's books and records due to the nature of its appointment. As a result, the amount owing to unsecured creditors was unknown.

## RECEIVER'S ACTIVITIES TO DATE

13. Subsequent to its appointment, the Receiver undertook the actions described below.
14. Immediately upon appointment, the Receiver:
  - a. Contacted Richard Provost to advise him of the Receiver's appointment and request specific information. Mr. Provost is the sole director of the Company.
  - b. Arranged for the continued snow clearing and sanding of the Lands.
  - c. Arranged to have pertinent files and information provided by Harbourfront Holdings Ltd.
  - d. Advised the tenants of the Lands of the Receiver's appointment and providing instructions as to the payment of rents.

### **Cash and Banking**

15. The Receiver established a trust account for purposes of administering the Receivership Estate.

### **Books and Records**

16. As the Receiver was only appointed over the Lands, it did not take possession over the Company's books and records. Some limited information was eventually provided by the Company concerning the Lands.

### **Insurance**

17. The Receiver was able to arrange for the continuation of the appropriate insurance coverage over the Lands.

### **Notice**

18. Due to the limited appointment, there was no requirement for the Receiver to issue the prescribed notice and statement pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act* to all known secured and unsecured creditors.
19. Due to the limited appointment, the Receiver did not publish the prescribed notice of its appointment as required by section 106 of the provincial *Business Corporations Act* and section 65(1)(A) of the provincial *Personal Property Security Act*.
20. As the Company had no employees, there was no requirement to issue any notices or undertake the prescribed process pursuant to the *Wage Earner Protection Program Act*.

### **Dealing With Tenants**

21. From information provided by Harbourfront Holdings Ltd., the Receiver became informed that there were some tenants who were renting the Lands that were in arrears with their rent obligations.
22. Notwithstanding the Receiver issuing notice to the tenants of the Receiver's appointment and the requirement for paying rent to the Receiver, four of the six tenants failed to do so.
23. The Receiver attempted to make contact with the tenants who failed to pay their rents by:
  - a. Phoning the tenants and leaving voice mail messages.
  - b. Sending text messages to tenants where mobile phone number information was available.
  - c. Sending emails to tenants where email addresses were available.

24. Despite the Receiver's best efforts to make contact with the tenants, the Receiver's messages were not returned for the most part.
25. The Receiver contacted Mr. Provost three times via email requesting specific information concerning the tenancies and other information regarding the Lands. Mr. Provost was uncooperative with the Receiver's repeated requests for information which exacerbated the situation with the specific tenants who repeatedly ignored the Receiver's messages.
26. As the specific tenants failed to cooperate with the Receiver, formal demand letters were issued to the tenants which required:
  - a. The payment of rent arrears.
  - b. The provision of a copy of the tenancy agreement that was in place as between the tenant and the Company.
27. Due to the tenants continued non-cooperation with the Receiver's demands, the Receiver proceeded to initiate legal action as against the specific tenants resulting in evictions and obtaining writs of possession and writs of seizure and sale.
28. The Receiver retained the services of North Central Bailiffs Ltd. to enforce the evictions and respective writs.

#### **Property Management**

29. Subsequent to the eviction of tenants and completing cleaning and maintenance of the vacant units, the Receiver retained the services of Vantage West Realty to provide property management services for the Lands.

30. The role of Vantage West Realty was to recruit and vet prospective tenants (in conjunction with the Receiver) and attend to the day to day matters concerning operating the tenancies on behalf of the Receiver.

### **Receivership Borrowing**

31. The Receiver's appointing Order provided the Receiver with the authority to borrow up to \$25,000 to fund the receivership administration.
32. The Receiver completed preliminary cash flow projections and concluded that there would be a need for additional borrowing in order to fund the receivership administration.
33. The Receiver's preliminary cash flow projection indicated that it would be necessary to borrow up to \$200,000 to fund the receivership administration. The Receiver applied for, and this Honourable Court granted, the increased borrowing authorization of up to \$200,000.
34. Given that there were two existing mortgages over the Lands and the amounts of those mortgages, borrowing from conventional lenders would be extremely difficult, if not impossible. As a result, the Receiver was able to secure borrowing from Harbourfront Holdings Ltd.

### **Redemption Attempts**

35. Mr. Provost attempted to redeem the Lands by endeavoring to orchestrate purchase transactions with a third party.
36. Copies of purchase and sale agreements as entered into by the Company as the vendor were provided to the Receiver.

37. With each attempt being made at a sale / redemption, the Receiver was requested to compile information as to the Receivership costs, Receiver's borrowings and other related information. The Receiver provided the requested information, but unfortunately the purchase and sale agreements did not complete.
38. The Receiver viewed these sale / redemption attempts as problematic given certain terms in the agreements but primarily because the contracts were not subject free. As a result, the sale / redemption attempts ultimately collapsed.

#### **Establishing Utility Accounts With Fortis BC**

39. It was necessary to set up accounts with Fortis BC (both for Electricity and Natural Gas services) in order to maintain services to the Lands during the short period of time when units were not occupied.
40. Even though Fortis BC was provided with a copy of the Receiver's appointment repeatedly along with requests to establish accounts, the process in which to get accounts established in the Receiver's name was inexplicably complex and overly time consuming.
41. Eventually, the appropriate accounts were established.

#### **Liaising with BMO**

42. The Receiver advised BMO of its appointment and made the appropriate arrangements for catching up the first mortgage payments that were in arrears as well as on-going mortgage payments.

43. There has been routine communication with BMO during the course of the Receivership administration to keep them apprised of the status of the administration.

**Routine Receivership Administration Matters**

44. The various routine administration matters that the Receiver has dealt with and continues to deal with in administering the receivership include:
- a. Preparing monthly statements of Receipts and Disbursements.
  - b. Liaising with service providers for various tasks to be undertaken at the Lands (snow plowing, landscaping, repairs and maintenance matters).
  - c. Attending to the payment of disbursements.
  - d. Reviewing the accounting of tenant seizure results and working with North Central Bailiffs to reconcile same.
  - e. Dealing with the City of Kelowna regarding property tax accounts and municipal utility accounts.
  - f. Securing quotes for appraisals.
  - g. Review and providing input on Listing Agreement documentation.
  - h. Managing a large volume of correspondence and requisite digital files.
  - i. Updating of cash flow forecasts in support of borrowing analyses.
  - j. Preparation of affidavit materials in support of the various Receiver's Court Applications.
  - k. Responding to questions from creditors.

# REALIZATION EFFORTS

## Realization Approach

45. In consultation with Harbourfront Holdings Ltd., the Receiver determined that the best realization approach would be to list the property with a real estate agent as this would provide the greatest exposure to the marketplace.
46. The Receiver implemented a Request for Proposal (“RFP”) process to solicit listing proposals from interested listing agents.
47. The Receiver issued its RFP to two brokerages:
  - a. Royal LePage.
  - b. Engel & Volkers.
48. After review and analysis of the proposals and in consultation with the Harbourfront Holdings Ltd, it was determined that the proposal by Engel and Volkers would be selected to list the Lands and that an “en bloc” sale would likely provide the highest and quickest realization results.
49. The Lands was listed for sale on February 16, 2023 for \$5,290,000. Due to market conditions softening, the listing price of the Lands were reduced to \$4,999,999 on March 21, 2023.
50. There were eighteen prospective purchasers who executed and returned Non-Disclosure Agreements in order to obtain additional details regarding the Lands.
51. Only one offer was received by the Receiver’s listing agent notwithstanding the marketing efforts deployed. The Receiver was unable to come to terms with the prospective purchaser, in particular,



the price offered was too low and the offer lapsed.

52. Based on the current real estate market conditions in Kelowna and in conjunction with discussions with Harbourfront Holdings Ltd, the marketing strategy of an “en bloc” sale will be transitioned to a unit by unit marketing and sales process.
53. This shift in the marketing strategy will require an updated Disclosure Statement to be filed as required by the BC Real Estate Development Marketing Act. Harbourfront Holdings Ltd. is undertaking this process.

## RECEIPTS AND DISBURSEMENTS

54. The Receipts generated during the receivership administration were primarily from the proceeds of the Receiver's borrowings. The Receiver's borrowing has funded the operating costs of this receivership administration.
55. The detailed Receiver's Statement of Receipts and Disbursements to June 30, 2023 is attached as "**Appendix 2**". A summary of the Receiver's receipts and disbursements to June 30, 2023 is as follows:

Item	Amount
Total Receipts	\$283,423
Total Disbursements	<u>(\$263,920)</u>
<b>Excess of Receipts Over Disbursements</b>	<b>\$19,503</b>

56. Of the \$19,503 excess of Receipts over Disbursements, \$18,500 are security deposits from the tenancy agreements that are currently in place.
57. The Receiver and its legal counsel have billed fees of \$78,915 and \$22,317 before GST respectively to June 30, 2023 (the "**Receivership Professional Fees**").
58. The Receiver will be seeking approval of the Receivership Professional Fees at this Court Application. Copies of the Receivership Professional Fees invoices, including detailed time entries, will be included in the materials filed by the Receiver.
59. The Receiver is of the view that the Receivership Professional Fees are fair and reasonable.

### **Estimated Pending Receipts And Disbursements**

60. The Receiver estimates the following pending receipts and disbursements from July 1, 2023 to discharge:

Item	Amount
<i>Estimated Receipts:</i>	
Net Rental Income – July	\$20,165
Net Rental Income - August	<u>\$20,165</u>
<i>Total Estimated Receipts</i>	<i>\$40,330</i>
<i>Estimated Disbursements:</i>	
Bank Charges	(\$40)
Landscaping & Maintenance / Repairs	(\$6,000)
Utilities – City of Kelowna	(\$1,300)
Insurance Renewal	(\$9,868)
Receiver's Accounts (May & June)	(\$13,766)
Receiver's Accounts to discharge	(\$25,000)
Receiver's Legal Counsel (June)	(\$1,266)
Receiver's Legal Counsel to discharge	(\$25,000)
Security Deposit Payout	(\$18,500)
Mortgage Payment – BMO	(\$12,724)
Miscellaneous	<u>(\$5,000)</u>
<i>Total Estimated Pending Disbursements</i>	<i><u>(\$118,464)</u></i>
<b>Total Estimated Pending Disbursements Over Receipts</b>	<b>(\$78,134)</b>

### **Additional Borrowing Requirement**

61. In order to fund the estimated pending disbursements, the Receiver will need to borrow \$60,000 as calculated:

Item	Amount
Cash Balance – June 30, 2023	\$19,503
Total Estimated Pending Disbursements Over Receipts	(\$78,134)
<b>Total Borrowing Requirement</b>	<b>(\$58,631) (round up to \$60,000)</b>

## RECOMMENDATIONS

62. The Receiver submits its First Report and respectfully requests this Honourable Court to:
- a. Approve the First Report and the activities of the Receiver described herein.
  - b. Approve the Receiver's Statement of Receipts and Disbursement for the period of November 23, 2022 to June 30, 2023.
  - c. Approve the Receiver's Estimated Pending Receipts and Disbursements.
  - d. Approve the Receiver's request to increase its borrowing authority by \$60,000 in order to fund the Estimated Pending Disbursements, bringing the Receiver's total authorized borrowing to a limit of \$260,000 and,
  - e. Approve the Receivership Professional Fees for the Receiver and its legal counsel.

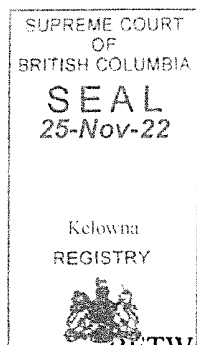
All of which is respectfully submitted this 31 day of July 2023.

**C. Cheveldave & Associates Ltd.  
Court Appointed Receiver and Manager of The Lands of  
1245946 BC Ltd., and not in its personal capacity**



**Per: Cecil Cheveldave  
President**





No. KEL-S-H-135244  
KELOWNA REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

HARBOURFRONT HOLDINGS LTD.

PETITIONER

**AND:**

1245946 B.C. LTD.  
RICHARD VERNON PROVOST  
LINDSAY ANDREA KNITTER  
HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
OCCUPANTS OF THE LANDS

RESPONDENTS

**ORDER MADE AFTER APPLICATION  
(RECEIVERSHIP ORDER)**

BEFORE

MASTER SCHWARTZ

WEDNESDAY, THE 23rd DAY  
OF NOVEMBER, 2022

ON THE APPLICATION of the Petitioner for an Order pursuant to Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the “LEA”) appointing C. Cheveldave & Associates Ltd. as Receiver (in such capacity, the “Receiver”) without security, of Lands as described below, coming on for hearing this day at Kelowna, British Columbia.

AND ON READING the Affidavit ## of Lisa Trenzek sworn November 10, 2022 and the consent of C. Cheveldave & Associates Ltd to act as the Receiver; AND ON HEARING Sherry Dubo, Counsel for the Petitioner, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

**APPOINTMENT**

1. Pursuant to Section 39 of the LEA C. Cheveldave & Associates Ltd. is appointed Receiver, without security, of lands legally described as:

PID: 031-114-440

Strata Lot 1, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-458  
Strata Lot 2, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-466  
Strata Lot 3, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-474  
Strata Lot 4, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-482  
Strata Lot 5, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-491  
Strata Lot 6, Section 19, Township 26, ODYD, Strata Plan EPS6505

(collectively the “**Lands**”).

## RECEIVER'S POWERS

2. The Receiver is 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 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 receipts and disbursements arising out of or from the Lands, and, for greater certainty, the Receiver is authorized and empowered to:
    - (i) collect, get in and receive the rents and profits from the Lands and to retain and employ some competent person or persons to assist the Receiver in the collection of the said rents;
    - (ii) to enter into such lease or leases of any part of the Lands and the let the same from time to time upon such terms as the Receiver shall consider advisable and to fix daily, weekly, monthly, or yearly or other rents of the Lands or part thereof at such sum or sums as it may consider proper under the circumstances; and
    - (iii) obtain from Bank of Montreal the particulars of the amount outstanding under Bank of Montreal's first mortgage registered against title to the Lands under registration no. CA8663026 (“**BMO Mortgage**”), may make payment to Bank of Montreal of any arrears outstanding under the BMO Mortgage as of the date of pronouncement of this Order, and may make payments to Bank of Montreal under the Mortgage from and after pronouncement of this Order;
  - (b) to receive, preserve and protect the Lands, or any part or parts thereof, including, but not limited to, changing locks and security codes, engaging independent



security personnel, taking physical inventories, taking whatever steps it may consider advisable for repairing and preserving the Lands or any part thereof, and placing such insurance coverage as may be necessary or desirable;

- (c) 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;
- (d) to execute, assign, issue and endorse documents of whatever nature in respect of the Lands for any purpose pursuant to this Order;
- (e) to undertake environmental or workers' health and safety assessments of the Lands;
- (f) subject to further order of the Court, to market any or all of the Lands, including advertising and soliciting offers in respect of the Lands or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (g) subject to further order of the Court, to apply for any vesting order or other orders necessary to convey the Lands or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances affecting such Lands;
- (h) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Lands and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (i) to register a copy of this Order and any other Orders in respect of the Lands against title to any of the Lands;
- (j) to apply for any permits, licences, approvals or permissions in connection with the Lands as may be required by any governmental authority and any renewals thereof, if considered necessary or appropriate by the Receiver; and
- (k) 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 Respondents, and without interference from any other Person.

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

3. Each of (i) the Respondents and (ii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order including without limitation all persons occupying the Lands as tenants (all of the forgoing, collectively, being "**Persons**" and each a "**Person**") shall forthwith grant immediate and continued access to

the Lands to the Receiver, and shall deliver and vacate all such Lands to the Receiver upon the Receiver's request.

4. All Persons shall upon the Receiver's request, 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 Lands (collectively, the "**Records**") in that Person's possession or control and including without limitation copies of all leases, tenancy agreements, licences and insurance certificates in connection with the Lands.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO INTERFERENCE WITH THE RECEIVER**

8. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit held by the Respondents in relation to the Lands, without written consent of the Receiver or leave of this Court, and for greater certainty:
  - (a) all Persons who occupy the Lands as tenants shall pay their rents in respect of the Lands to the Receiver until such time as the Receiver provides written direction otherwise or until further Order of this Court;

- (b) in respect of the rents which came due and owing in respect of the Lands between October 14, 2022 and the date of pronouncement of this Order (the “**Assigned Rents**”):
- (i) all Persons who occupy the Lands as tenants shall forthwith pay the Assigned Rents to the Receiver (in accordance with the letter dated October 14, 2022 issued on behalf of the Petitioner pursuant to which notice was given to such Persons to pay rents to the Petitioner under the Petitioner’s Assignment of Rents which forms part of the Mortgage);
  - (ii) any Assigned Rents which have been received by the Respondent 1245946 B.C. Ltd. shall be paid over by the Respondent 1245946 B.C. Ltd. to the Receiver within 5 business days of the pronouncement of this Order; and
  - (iii) the obligation to pay Assigned Rents to the Receiver hereunder shall be joint and several as between the Respondent 1245946 B.C. Ltd. and the corresponding tenant(s) and the Receiver shall be at liberty to pursue payment from any or all of them.

#### **RECEIVER TO HOLD FUNDS**

9. 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 Lands 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.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

10. 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 (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.
11. 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.

12. 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.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

13. 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 any gross negligence or wilful misconduct on its part.

#### **RECEIVER'S ACCOUNTS**

14. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Lands as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a charge on the Lands in priority to all other interests in the Lands except for the interest of the Bank of Montreal under the BMO Mortgage.
15. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
16. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

17. 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 **\$25,000** (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 Lands shall be and are charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances,

statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. 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.
19. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
20. 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**

21. 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 Lands.

#### **GENERAL**

22. 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.
23. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents 1245946 B.C. Ltd. and/or Richard Provost.
24. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
25. 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 monies collected or received by the Receiver, if any, with such priority and at such time as this Court may determine.

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

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



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Signature of Sherryl A. Dubo  
Lawyer for the Petitioner

By the Court

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Registrar

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

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

AMOUNT

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

1. THIS IS TO CERTIFY that C. Cheveldave & Associates Ltd., the Receiver ("**Receiver**") of lands legally described as:

PID: 031-114-440

Strata Lot 1, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-458

Strata Lot 2, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-466

Strata Lot 3, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-474

Strata Lot 4, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-482

Strata Lot 5, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-491

Strata Lot 6, Section 19, Township 26, ODYD, Strata Plan EPS6505

(collectively the "**Lands**").

appointed by Order of the Supreme Court of British Columbia (the "**Court**") dated the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "**Order**") made in SCBC Action No. KEL-S-H-135244 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 \$25,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the \_\_\_\_ day of each month after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant

to the Order or to any further order of the Court, a charge upon the 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 \_\_\_\_\_.
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.

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

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

C. Cheveldave & Associates Ltd., solely in its  
capacity as Receiver of the Lands, and not in  
its personal capacity

Per:  
Name:  
Title:



No. KEL-S-H-135244  
KELOWNA REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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BETWEEN:

HARBOURFRONT HOLDINGS LTD.

PETITIONER

AND:

1245946 B.C. LTD.  
RICHARD VERNON PROVOST  
LINDSAY ANDREA KNITTER  
HER MAJESTY THE QUEEN IN  
RIGHT OF CANADA  
OCCUPANTS OF THE LANDS

RESPONDENTS

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**ORDER MADE AFTER APPLICATION**  
**(RECEIVERSHIP ORDER)**

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FILE NO. 5001-108

SAD/rl

**MCMILLAN DUBO LLP**  
401, 121 5<sup>th</sup> Avenue  
Kamloops, BC V2C 0M1  
Phone: 778-765-1701

**Appendix 2**

**Statement of Receipts and Disbursements to June 30,  
2023**

IN THE MATTER OF THE RECEIVERSHIP OF 1245946 BC LTD.

RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS  
FOR THE PERIOD NOVEMBER 23, 2022 TO JUNE 30, 2023


	<u>Notes</u>	
<b>RECEIPTS:</b>		
Receiver's Certificate Proceeds		\$ 200,000.00
Rents Collected		49,198.00
Funds Received from Bailiff		15,725.76
Security Deposits Collected	1	18,500.00
<b>TOTAL RECEIPTS</b>		<u><b>\$ 283,423.76</b></u>
<b>DISBURSEMENTS:</b>		
Travel		11.80
Shipping and delivery		33.92
Bank charges		297.73
Utilities - Hydro		1,298.88
Utilities - Natural Gas		2,245.57
Snow removal and landscaping		2,645.11
GST paid		4,952.05
Cleaning fees		7,244.02
Utilities - Municipal		8,012.40
Insurance		8,801.00
Bailiff fees		10,000.00
Legal fees		21,107.71
Property taxes		42,640.58
Receiver's fees		65,560.00
BMO Mortgage payment		89,069.68
<b>TOTAL DISBURSEMENTS</b>		<u><b>\$ 263,920.45</b></u>
<b>EXCESS OF RECEIPTS OVER DISBURSEMENTS</b>	2	<b>\$ 19,503.31</b>
<b>LESS: RESERVED SECURITY DEPOSITS</b>		<b>\$ (18,500.00)</b>
<b>TOTAL OPERATING FUNDS ON HAND</b>		<u><b>\$ 1,003.31</b></u>

**Notes:**

- Security Deposits to be retained on hand.
- Excess of receipts over disbursements are comprised of:

Security Deposits Held	\$ 18,500.00
Operating Funds On Hand	<u>\$ 1,003.31</u>
<b>TOTAL</b>	<b>\$ 19,503.31</b>

This is **Exhibit “D”** referred to in the Affidavit  
of Cecil Cheveldave made before me on  
August 11, 2023



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A Commissioner for taking Affidavits for  
British Columbia

## IN THE MATTER OF THE RECEIVERSHIP OF 1245946 BC LTD.

RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS  
FOR THE PERIOD NOVEMBER 23, 2022 TO JUNE 30, 2023

	<u>Notes</u>	
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Snow removal and landscaping		2,645.11
GST paid		4,952.05
Cleaning fees		7,244.02
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Insurance		8,801.00
Bailiff fees		10,000.00
Legal fees		21,107.71
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<b>LESS: RESERVED SECURITY DEPOSITS</b>		<b>\$ (18,500.00)</b>
<b>TOTAL OPERATING FUNDS ON HAND</b>		<u><b>\$ 1,003.31</b></u>

**Notes:**

- Security Deposits to be retained on hand.
- Excess of receipts over disbursements are comprised of:
 

Security Deposits Held	\$ 18,500.00
Operating Funds On Hand	<u>\$ 1,003.31</u>
<b>TOTAL</b>	<b>\$ 19,503.31</b>

## IN THE MATTER OF THE RECEIVERSHIP OF 1245946 BC LTD.

RECEIVER'S ESTIMATED PENDING RECEIPTS AND DISBURSEMENTS  
FOR THE PERIOD JULY 1, 2023 TO DISCHARGE**RECEIPTS:**

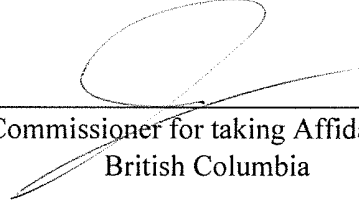
Net rental income - July 2023	\$ 20,165.00
Net rental income - August 2023	20,165.00

**TOTAL ESTIMATED PENDING RECEIPTS****\$ 40,330.00****DISBURSEMENTS:**

Bank Charges	\$ 40.00
Receiver's Legal Counsel (June)	1,266.00
Utilities – City of Kelowna	1,300.00
Miscellaneous	5,000.00
Landscaping & Maintenance / Repairs	6,000.00
Insurance Renewal	9,868.00
Mortgage Payment – BMO	12,724.00
Receiver's Accounts (May & June)	13,766.00
Security Deposit Payout	18,500.00
Receiver's Accounts to discharge	25,000.00
Receiver's Legal Counsel to discharge	25,000.00

**TOTAL ESTIMATED PENDING DISBURSEMENTS****\$ 118,464.00****TOTAL ESTIMATED PENDING DISBURSEMENTS OVER RECEIPTS****-\$ 78,134.00**

This is **Exhibit "E"** referred to in the Affidavit  
of Cecil Cheveldave made before me on  
August 11, 2023



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A Commissioner for taking Affidavits for  
British Columbia

**IN THE MATTER OF THE RECEIVERSHIP OF  
1245946 BC LTD.**

**SUMMARY OF RECEIVER FEE INVOICES  
NOVEMBER 2022 TO JUNE 2023**

Invoice #	Invoice Date	Period	Fees	Disbursements	Subtotal	GST	Total
1245946BC-20221130	11/30/2022	Nov 2022	\$ 4,845.00	\$ -	\$ 4,845.00	\$ 242.25	\$ 5,087.25
1245946BC-20221231	12/31/2022	Dec 2022	\$ 17,230.00	\$ 199.55	\$ 17,429.55	\$ 861.50	\$ 18,291.05
1245946BC-20230131	1/31/2023	Jan 2023	\$ 13,800.00	\$ 45.72	\$ 13,845.72	\$ 690.00	\$ 14,535.72
1245946BC-20230228	2/28/2023	Feb 2023	\$ 15,225.00	\$ -	\$ 15,225.00	\$ 761.25	\$ 15,986.25
1245946BC-20230331	3/31/2023	Mar 2023	\$ 9,870.00	\$ -	\$ 9,870.00	\$ 493.50	\$ 10,363.50
1245946BC-20230430	4/30/2023	Apr 2023	\$ 4,590.00	\$ -	\$ 4,590.00	\$ 229.50	\$ 4,819.50
1245946BC-20230531	2023-05-31 *	May 2023	\$ 6,330.00	\$ -	\$ 6,330.00	\$ 316.50	\$ 6,646.50
1245946BC-20230630	2023-06-30 *	Jun 2023	\$ 6,780.00	\$ -	\$ 6,780.00	\$ 339.00	\$ 7,119.00
*YET TO BE PAID							
TOTAL			\$ 78,670.00	\$ 245.27	\$ 78,915.27	\$ 3,933.50	\$ 82,848.77



# C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 [www.cheveldave.ca](http://www.cheveldave.ca)

## INVOICE

Date: November 30, 2022

Invoice No.: 1245946BC-20221130

1245946 BC Ltd. – In Receivership  
c/o C. Cheveldave & Associates Ltd.  
600 – I, 235 First Avenue  
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of 1245946 BC Ltd. as outlined in the attached summary.

OUR FEE	\$4,845.00
GST #786841874 RT0001	242.25
DISBURSEMENTS	<u>0.00</u>
TOTAL	<u>\$5,087.25</u>

C. Cheveldave & Associates Ltd.  
Invoice 1245946BC-20221130  
November 30, 2022

*Time Summary:*

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$300	15.6	\$4,680.00
Geri Bordas	\$150	<u>1.1</u>	<u>\$165.00</u>
<b>TOTAL</b>		<b><u>16.7</u></b>	<b><u>\$4,845.00</u></b>

**Time Details:**

Date	Staff	Time	Description
2022-10-13	CFC	1.0	Attend meeting with P. Robertson to discuss options for realization strategy and related matters.
2022-11-08	CFC	0.9	Receive draft documents from S. Dubo, commence reviewing documents, draft consent letter, email to S. Dubo.
2022-11-09	CFC	0.7	Review of draft order, identify issues and questions, emails with S. Dubo.
2022-11-10	CFC	1.5	Call and discussion with S. Dubo regarding various points on the draft appointing order and related matters, prepare indemnity agreement documentation and send to S. Dubo.
2022-11-11	CFC	0.6	Review of documents.
2022-11-16	CFC	0.2	Call from and discussion with P. Robertson regarding current status and the overall plan for next week.
2022-11-23	CFC	0.3	Texts with and calls with P. Robertson regarding appointment and post appointment matters.
2022-11-24	CFC	0.9	Numerous emails with S. Dubo regarding appointment matters, emails with R. Provost regarding demand for November rents being paid over.
2022-11-25	CFC	1.1	Numerous emails with S. Dubo, call and texts with landscaping contractor, text and call with P. Robertson, call from and emails with R. Provost regarding pending property sale contracts.
2022-11-26	CFC	3.3	Call and discussion with P. Robertson regarding next steps, email to David Eakins (snow removal / landscaping contractor) regarding current service contract, email to BMO advising of the receivership appointment, the foreclosure order and requesting particulars of the mortgage, email to R. Provost requesting information and details concerning rent roll, tenancy agreements and other documentation, email to S. Dubo, initial download / set up of QBO, numerous emails with G. Bordas providing instructions for various tasks.
2022-11-27	GB	0.8	Receipt of various email instructions from C. Cheveldave and attend to tasks as requested re initial setup of file.
2022-11-28	CFC	0.9	Emails with BMO regarding first mortgage status, discussion with S. Dubo regarding treatment of rent proceeds paid to the Receiver from Harbourfront and related matters.

C. Cheveldave & Associates Ltd.

Invoice 1245946BC-20221130

November 30, 2022

2022-11-29	CFC	4.0	Call to L. Trenzok regarding entered orders, send copies of entered orders to BMO, email to J. Parker (BMO) regarding trust account set up, call to D. Eakin regarding snow removal contract / services confirmation (mssg left), subsequent emails with BMO regarding trust account set up request matters, request copy of Schedule A of receivership order in MS Word format, call with Peter Robertson regarding BMO mortgage status, receivership funding and related matters, call with G. Bordas and go over matters needing to be addressed, numerous emails with E. McConechy (BMO) regarding trust account matters, attend at BMO to provide a copy of entered Receivership Order.
2022-11-29	GB	0.3	Telephone call with C. Cheveldave re various file matters.
2022-11-30	CFC	0.2	Emails with D. Eakins regarding snow removal.

# C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 [www.cheveldave.ca](http://www.cheveldave.ca)

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## INVOICE

Date: December 31, 2022

Invoice No.: 1245946BC-20221231

1245946 BC Ltd. – In Receivership  
c/o C. Cheveldave & Associates Ltd.  
600 – I, 235 First Avenue  
Kamloops, BC V2C 3J4

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For professional services rendered regarding the receivership of 1245946 BC Ltd. as outlined in the attached summary.

OUR FEE	\$17,230.00
GST #786841874 RT0001	861.50
DISBURSEMENTS	<u>199.55</u>
TOTAL	<u>\$18,291.05</u>

C. Cheveldave & Associates Ltd.

Invoice 1245946BC-20221231

December 31, 2022

*Time Summary:*

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$300	48.2	\$14,460.00
Jim Gilchrist	\$275	2.6	\$715.00
Geri Bordas	\$150	<u>13.7</u>	<u>\$2,055.00</u>
<b>TOTAL</b>		<b><u>64.5</u></b>	<b><u>\$17,230.00</u></b>

*Disbursements Billed This Invoice:*

Snowplowing \$199.55

**Time Details:**

Date	Staff	Time	Description
2022-12-01	CFC	3.8	Send follow up email to BMO re: trust account establishment, call from and return call to P. Robertson and discussion of developments, email transfer from Unit #6 tenants, review file for email information / confirm contact details with L Trenzek, call to BMO, call to and mssg left with Unit #6 tenants, email from Unit #1 tenants and review provided documentation and correspondence, reply to correspondence, additional emails with BMO regarding status of trust account and related matters, review file and raise issues with S. Dubo regarding provisions in the tenancy agreement in relation to the Receivership order.
2022-12-02	CFC	3.2	Texts with Alex McGregor (Unit 6) regarding rent payment received and tenancy agreement request, email to A. McGregor, email with A. Prior, call to and mssg left with A. Prior, email to Amanda McGregor re: rent payment received, call to S. Hoogendam (BMO) (mssg left), receive and brief review of tenancy agreement for Unit 6, call from and discussion with Andrew Prior regarding pending sale of the development and related matters, follow up email to R. Provost requesting information, receive and review information from Bedgeco Contracting regarding snow removal quote / invoicing and related, emails and call with P. Robertson regarding various matters, email to D. Eakins regarding snow clearing quote, emails with Unit #1 tenants regarding December rent payment.
2022-12-04	CFC	0.8	Clear emails and texts received over the weekend, respond to Bedgeco Contracting re: snow clearing quote.
2022-12-05	GB	1.6	Attend to file matters; receipt of email instructions from C. Cheveldave and prepare tenant contact information as well as updates to rent tracking spreadsheet.
2022-12-05	CFC	1.3	Emails with G. Bordas, calls to BMO (mssg left), emails with BMO - Kelowna regarding status of mortgage payment, very brief review of updated rent tracking details, update memo P. Robertson.
2022-12-06	CFC	0.4	Follow up with Units 2 and 4 regarding rent payments not received as yet.

**C. Cheveldave & Associates Ltd.****Invoice 1245946BC-20221231****December 31, 2022**

2022-12-07	CFC	1.4	Calls and messages left with tenants of Units 2, 3, 4, call and discussions with Unit 5 tenant (L. Rockwell), email to L. Rockwell providing a copy of receivership order and requesting confirmation of November and December payments being made, email from R. Provost providing insurance information and overdue notice, call to L. Trenzek enquiring about whether December rent payment has been received as yet.
2022-12-08	CFC	4.8	Call and discussion with P. Robertson regarding general status update, call and email to S. Hoogendam (BMO), compile information and send to P. Robertson, email to Capri Insurance advising of the Receivership appointment and related matters, attend to trust account matters, follow up call to Unit 4 tenant regarding outstanding rent, emails with Capri Insurance, send additional follow up email to Unit 4 tenant, send additional follow up email to Unit 2 tenant, email to Unit 5 email following up on yesterday's correspondence, drafting demand letter, clear emails from last two days.
2022-12-09	CFC	4.2	Call from and discussion with S. Dubo regarding receivership order enforcement matters and related issues, attend at CIBC regarding trust account matters and related, call and discussion with J. Gilchrist regarding hand delivery arrangements for correspondence, finalize demand letters to tenants and related documents, call from and discussion with P. Robertson regarding Receiver Certificate details, email to L. Trenzek regarding whether December rent payment has been received for Unit 1 as yet, email to Unit 1 tenant demanding outstanding December rent payment, email to J. Gilchrist regarding instructions for hand delivery of demand letters.
2022-12-09	JFG	0.6	Review draft letter and texts with C. Cheveldave re: same.
2022-12-10	CFC	2.4	Text to D. Eakins, revise demand letters, emails and texts with J. Gilchrist regarding demand letters and delivery, email to G. Bordas regarding obtaining utility account and related information in light of R. Provost's failure to comply with the Receiver's demands for information, emails with Unit 1 tenant (Cartwright) concerning December rent payment and outstanding utility matters, pay outstanding Electricity bill for Unit 1, issue Receiver Certificate to Harbourfront and email with P. Robertson.
2022-12-10	JFG	2.0	Prepare demand notices for delivery; travel to and from the property; serve demand notices for units 2 through 5.
2022-12-11	CFC	0.3	Emails with H. Cartwright (Unit #1), emails with G. Bordas.
2022-12-11	GB	0.9	Attend to correspondence.



**C. Cheveldave & Associates Ltd.**

**Invoice 1245946BC-20221231**

**December 31, 2022**

2022-12-12	GB	4.4	Attend to correspondence, various telephone calls and emails to notify utilities (gas, electricity, internet, City) of receivership, numerous additional contacts / calls with Shaw to make arrangements for paying Unit 1 account and telephone call with C. Cheveldave re go over options.
2022-12-12	CFC	3.4	Email with G. Bordas and call with G. Bordas regarding utility account matters, emails with L. Cartwright and H. Cartwright (Unit #1) regarding utility matters, meet with P. Robertson to go over status and collect funds, attend at CIBC, emails with P. Robertson.
2022-12-13	GB	0.8	Attend to correspondence, telephone call with C. Cheveldave re utility matters and instructions to prepare Notices to Tenants re unpaid rent.
2022-12-13	CFC	3.2	Emails with P. Robertson, emails with Capri insurance, attend to payment of outstanding insurance, brief review of RTA regarding end of tenancy process and related, compiling of information and consider approach alternatives.
2022-12-14	GB	1.1	Preparation of documents as well as list of addresses for mailing labels, attend to utility matters - send 2nd requests as no responses received.
2022-12-14	CFC	1.7	Call with G. Bordas regarding additional information needed for rent termination notices, emails with L. Trenzek regarding process server contact details, brief call with S. Dubo, revisions / edits to tenancy cancellation notices.
2022-12-15	CFC	4.0	Email from G. Bordas regarding outstanding amounts owing to City of Kelowna on the property, edits to end of tenancy notice and send to S. Dubo for review, call with Assured Process Servers in Kelowna regarding preliminary arrangements for next week, call from and brief discussion with S. Dubo regarding recommended legal approach for dealing with tenancy issues as well as increasing receiver's borrowing limit, start compiling cash flow forecast to support borrowing limit increase, draft affidavit language for borrowing limit increase.
2022-12-16	CFC	2.5	Finalize draft language for future affidavit for borrowing limit increase, edits to projection, email to S. Dubo, email to P. Robertson, update file memos, attend meeting with S. Dubo and P. Robertson to go over plan and approach for court application to increase borrowing limits and deal with enforcement / tenant eviction matters.
2022-12-19	GB	0.5	Attend to correspondence, telephone call with C. Cheveldave re unit 1 utility accounts.

**C. Cheveldave & Associates Ltd.**

**Invoice 1245946BC-20221231**

**December 31, 2022**

2022-12-19	CFC	0.6	Call with G. Bordas regarding utility account takeover / set up update and related matters, emails with P. Robertson regarding related corporate holdings of the company and related matters.
2022-12-20	GB	2.2	Attend to setting up gas and electricity accounts in Receiver's name for Unit 1 including numerous telephone calls with FortisBC and C. Cheveldave, email to tenants of Unit 1 advising accounts set up and inquiring re Shaw account.
2022-12-20	CFC	0.8	Numerous emails and calls regarding utility account set up and related issues.
2022-12-21	CFC	2.8	Emails with S. Dubo and P. Robertson, call from and discussion with S. Dubo regarding Eviction notice matters and court application materials, go through file and compiling information for Affidavit and send to S. Dubo, brief review of draft Order and draft Affidavit.
2022-12-22	CFC	3.6	Provide comments on draft Order and draft Affidavit to S. Dubo, emails with S. Dubo, review revised eviction notice and complete notices for all tenants, attend at CIBC, attend at offices of McMillan Dubo and meet with S. Dubo to review and finalize Affidavit and related materials, emails with P. Robertson.
2022-12-23	CFC	1.4	Email and call from and discussion with P. Robertson regarding notification matters, emails with S. Dubo / L. Trenzek regarding filed documents, review documents, process server arrangements and related matters, upload documents to website.
2022-12-27	GB	1.2	Attend to correspondence, follow-up email to C. Cheveldave re setting up online profile for FortisBC accounts.
2022-12-28	GB	0.8	Attend to correspondence, set up online profile for FortisBC - Gas as well as pre-authorized payments, emails to C. Cheveldave re: same.
2022-12-28	CFC	0.8	Email from R. Longhin (McMillan Dubo) regarding proof of service of Application and related materials, emails to tenants in units 1 and 6 regarding Application, emails with G. Bordas regarding Fortis matters.
2022-12-29	GB	0.2	Attend to correspondence.
2022-12-30	CFC	0.8	Emails with tenants from Unit 1, receive rent payment, emails with S. Dubo and P. Robertson, email from Capri Insurance, initial review of updated insurance document.

# C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 [www.cheveldave.ca](http://www.cheveldave.ca)

## INVOICE

Date: January 31, 2023

Invoice No.: 1245946BC-20230131

1245946 BC Ltd. – In Receivership  
c/o C. Cheveldave & Associates Ltd.  
600 – I, 235 First Avenue  
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of 1245946 BC Ltd. as outlined in the attached summary.

OUR FEE	\$13,800.00
GST #786841874 RT0001	690.00
DISBURSEMENTS	<u>45.72</u>
TOTAL	<u>\$14,535.72</u>

C. Cheveldave & Associates Ltd.  
Invoice 1245946BC-20230131  
January 31, 2023

***Time Summary:***

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$300	41.7	\$12,510.00
Geri Bordas	\$150	8.6	\$1,290.00
<b>TOTAL</b>		<b><u>50.3</u></b>	<b><u>\$13,800.00</u></b>

***Disbursements Billed This Invoice:***

Courier	\$33.92
Mileage	\$11.80
<b>TOTAL</b>	<b><u>\$45.72</u></b>

**Time Details:**

Date	Staff	Time	Description
2023-01-02	GB	1.0	Attend to file matters, attend to correspondence, update rent tracker for January rents paid by Unit 1 and Unit 6.
2023-01-02	CFC	0.6	Receive rent for Unit 6, emails with tenants from Unit 6, related correspondence.
2023-01-03	GB	1.0	Attend to correspondence, link FortisBC electricity account to gas account and set-up pre-authorized payment information, work on chart of accounts to be set up in QuickBooks.
2023-01-03	CFC	1.9	Email to BMO requesting update on first mortgage payment status, emails from Bedgeco Contracting, emails with G. Bordas regarding SRD processing matters, review documents received from Capri Insurance, email to Capri Insurance, numerous emails with BMO regarding status of first mortgage payments for November 2022 and December 2022.
2023-01-04	GB	0.8	Set up Chart of Accounts, attend to correspondence.
2023-01-04	CFC	1.5	Review Chart of Account details and resolve questions / issues, emails with Capri Insurance regarding stated insured values.
2023-01-05	CFC	1.6	Call and discussion with P. Robertson, call from S. Dubo and discuss supplementary affidavit and related matters regarding delinquent tenants, provide correspondence to S. Dubo.
2023-01-06	GB	1.2	Receipt of email instructions from C. Cheveldave to prepare Dec 31-22 bank rec and SRD and attend to same, attend to correspondence.
2023-01-06	CFC	1.8	Emails with G. Bordas regarding interim SRD preparation and bank reconciliation, numerous emails with R. Provost regarding BMO mortgage payments, review and approve bank reconciliation, review interim SRD.
2023-01-07	CFC	1.1	Numerous emails with R. Provost regarding outstanding rents, BMO mortgage payments and related matters.
2023-01-09	GB	0.3	Attend to correspondence.
2023-01-09	CFC	0.7	Email to S. Dubo and P. Robertson, email to BMO following up on status of mortgage payments, calls and email with P. Robertson, brief review of draft supplementary affidavit.
2023-01-10	CFC	1.5	Edits to draft affidavit and email to S. Dubo, emails with BMO regarding status of first mortgage payments, emails with tenants from Unit 1 regarding RCMP enquiry, emails with RCMP (Kelowna) regarding enquiry.

**C. Cheveldave & Associates Ltd.**

**Invoice 1245946BC-20230131**

**January 31, 2023**

2023-01-11	GB	0.3	Attend to correspondence.
2023-01-11	CFC	0.6	Email from BMO confirming current status of first mortgage payments (December payment being outstanding), review updated draft Affidavit #2, attend with S. Dubo to virtually have Affidavit #2 sworn, scan and email Affidavit #2 to S. Dubo.
2023-01-12	GB	0.8	Attend to correspondence, download lease agreements and update tenant contact information and rent tracker as required.
2023-01-12	CFC	2.4	Email from S. Dubo providing copies of leases received from A. Prior, email to S. Dubo regarding additional information that should be provided, numerous emails with S. Dubo, brief review of tenant agreements, post filed copy of Affidavit #2 to the Receiver's website, draft email to A. Prior requesting disclosure statement information and security deposits / information, emails from A. Prior, review of R. Provost Affidavit #1, post filed copy of R. Provost Affidavit to Receiver's website.
2023-01-13	CFC	0.3	Emails and calls with S. Dubo regarding next week's Court Hearing.
2023-01-16	CFC	0.3	Email from L. Trenzok, call from and discussion with P. Robertson regarding today's Court application results.
2023-01-17	GB	0.5	Attend to correspondence, email to C. Cheveldave re utilities on Unit 4.
2023-01-17	CFC	3.2	Emails from and call from and discussion with P. Robertson, texts with J. Gilchrist re: contacting Royal Lepage for listing proposal, calls to and messages left with tenants of Units 2, 3 and 5, text messages with C. McIntosh (Royal Lepage), calls and discussion with C. McIntosh, emails with C. McIntosh and review information, attend call with P. Robertson and S. Dubo, set out notes for realtor proposals and bailiff discussion.
2023-01-18	CFC	2.3	Emails from S. Dubo, sign and return Writ of Possession, call and discussion with C. McIntosh regarding listing proposal, call and discussion with M. Sundstrom (North Central Bailiffs) and discussion regarding Writ of Possession matter, update with P. Robertson, calls to tenants of Units 2, 3, and 5 regarding outstanding rents, receive copies of entered Writ of Possession and entered Order, have documents posted to Receiver's website.
2023-01-19	CFC	0.4	Emails with M. Sundstrom regarding deposit being requested and arrangements re: same, email to P. Robertson.

**C. Cheveldave & Associates Ltd.**

**Invoice 1245946BC-20230131**

**January 31, 2023**

2023-01-20	CFC	2.5	Emails with P. Robertson, call to M. Sundstrom regarding deposit invoice and matters pertaining to the evictions, call from and discussion with P. Robertson, emails with C. Macintosh regarding access to Unit 4 and walkthrough videos, email to T. Heath and provide instructions to take down MLS listing for Unit 3, emails with S. Dubo regarding addendum language needed for real estate listings / offers, email to M. Sundstrom to follow up on deposit invoice and provide information on vacancy of Unit 4, subsequent emails with T. Heath, emails with M. Sundstrom.
2023-01-21	CFC	0.2	Emails with T. Heath regarding removal of MLS listing.
2023-01-23	GB	0.8	Attend to correspondence, email instructions from C. Cheveldave to prepare cheque to bailiff and attend to same.
2023-01-23	CFC	0.6	Call and emails with P. Robertson, call to and discussion with M. Sundstrom, finalize payment for deposit and email to NC Bailiffs.
2023-01-24	GB	0.2	Attend to correspondence.
2023-01-24	CFC	2.2	Call and discussion with P. Robertson, emails with NC Bailiffs, courier payment to NC Bailiffs, emails with S. Dubo regarding serving of the Court Order tomorrow along with the writs tomorrow.
2023-01-25	CFC	4.2	Emails with P. Robertson regarding MLS listing still being up, emails with and call from T. Heath regarding listing, emails with L. Trenzek regarding Unit 2 tenant, call from and emails with Unit 2 tenant regarding claiming personal effects, call to M. Sundstrom to advise of contact with Unit 2 tenant, numerous calls with M. Sundstrom and S. Dubo regarding interpretation of the Writ and discussion of obtaining a Writ of Seizure regarding Unit 2 assets, call and emails with Stratten Gates real estate concerning removing MLS listing, email to S. Dubo regarding rental agreements for new tenants, analysis of needed funds for receivership funding purposes, emails with Unit 6 Tenants regarding end of tenancy notice and security deposit matters, clear emails.
2023-01-26	GB	0.4	Attend to correspondence.
2023-01-26	CFC	1.8	Numerous emails and calls with P. Robertson regarding various matters pertaining to realization, rents, etc, calls and messages with S. Hoogendam (BMO), review listing proposal information, emails from S. Dubo, call and discussion with M. Sundstrom, update draft borrowing requirement analysis and send to P. Robertson for consideration, emails with S. Hoogendam.
2023-01-27	GB	0.3	Attend to correspondence.

**C. Cheveldave & Associates Ltd.**

**Invoice 1245946BC-20230131**

**January 31, 2023**

2023-01-27	CFC	2.7	Emails with P. Robertson, email and call from unit 2 tenant, call to and discussion with C. McIntosh regarding listing proposal, call to M. Sundstrom re: resolving Unit 2 tenant seizure of vehicles, email to unit 2 tenant regarding security deposit, email to R. Deacon regarding listing agreement matters, emails to tenants in Units 1 and 6 advising of re-keying next week.
2023-01-28	CFC	0.3	Email from R. Provost, call and discussion with P. Robertson.
2023-01-30	GB	0.2	Attend to correspondence.
2023-01-30	CFC	4.1	Emails with P. Robertson, emails and call with S. Dubo re: estimated legal fees to include in borrowing request, update borrowing request breakdown and issue Receiver Certificate #2 to Harbourfront Holdings, email to S. Hoogendam requesting balance information on mortgage, call and discussion with C. McIntosh, emails with R. Deacon, attend meeting with P. Robertson and go over various issues and developments regarding the property, attend at CIBC and deposit funds, clear emails, instructions to G. Bordas to prepare cheque for BMO mortgage payments, sign and return documents for Capri insurance.
2023-01-31	GB	0.8	Attend to correspondence, receipt of email instructions from C. Cheveldave to prepare cheque for BMO mortgage and attend to same.
2023-01-31	CFC	2.9	Draft letter for BMO payment, attend at courier and have BMO payment couriered, receive and review listing agreement amendments provided by S. Dubo, emails with R. Deacon and review questions posed re disclosure concerns, emails from P. Robertson, emails with S. Dubo, call from and discussion with S. Dubo regarding response to A. Prior and related matters, receive and brief review of documents received from A. Prior via S. Dubo, email to R. Deacon providing NDA and Schedule A for purposes of offers.



# C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 [www.cheveldave.ca](http://www.cheveldave.ca)

## INVOICE

Date: February 28, 2023

Invoice No.: 1245946BC-20230228

1245946 BC Ltd. – In Receivership  
c/o C. Cheveldave & Associates Ltd.  
600 – I, 235 First Avenue  
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of 1245946 BC Ltd. as outlined in the attached summary.

OUR FEE	\$15,225.00
GST #786841874 RT0001	761.25
DISBURSEMENTS	<u>0.00</u>
TOTAL	<u>\$15,986.25</u>

C. Cheveldave & Associates Ltd.  
Invoice 1245946BC-20230228  
February 28, 2023

*Time Summary:*

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$300	46.1	\$13,830.00
Geri Bordas	\$150	<u>9.3</u>	<u>\$1,395.00</u>
TOTAL		<u>55.4</u>	<u>\$15,225.00</u>

**Time Details:**

Date	Staff	Time	Description
2023-02-01	GB	1.6	Attend to file matters, attend to correspondence, arrangements with FortisBC for gas and electricity in units 2, 3, 4 and 5.
2023-02-01	CFC	1.7	Emails with S. Dubo and P. Robertson, call from and discussion with P. Robertson regarding listing agreement matters and property management matters, review documents from R. Deacon, sign and return documents, additional emails with P. Robertson and S. Dubo, email to G. Bordas regarding interim arrangements for utilities, attend to file matters.
2023-02-02	CFC	0.9	Emails with P. Robertson, follow up with Unit 6 tenants regarding unpaid rent for February 2023, call with G. Bordas regarding problems with Fortis, emails to G. Bordas regarding Fortis information.
2023-02-02	GB	0.9	Attend to correspondence, call with C. Cheveldave re FortisBC Gas and issues on unit 2, set up pre-authorized payments on FortisBC for new accounts.
2023-02-03	GB	1.3	Attend to correspondence, download FortisBC gas invoices and email to C. Cheveldave confirming due dates for payment, further email to C. Cheveldave clarifying account effective dates for gas and electricity.
2023-02-03	CFC	1.5	Determine targets and emails to / with selected contacts regarding purchase opportunity for the property, phone tenants for Unit 6 re outstanding rent payment for February 2023 (left messages for both individuals), emails from S. Dubo regarding offer from Provost.
2023-02-05	CFC	1.7	Emails with P. Robertson regarding offer from Provost, review documents and review file for additional information regarding outstanding amounts owing to City of Kelowna, call to P. Robertson (mssg left), call from and discussion with P. Robertson regarding Provost offer and related matters, work through strategy, email to R. Deacon and advise to hold off on activating the listing tomorrow morning.
2023-02-06	GB	1.8	Attend to correspondence, prepare AP cheques, prepare bank reconciliation at Jan 31-23 as well as SRD.

**C. Cheveldave & Associates Ltd.**

**Invoice 1245946BC-20230228**

**February 28, 2023**

2023-02-06	CFC	4.9	Email to S. Dubo, email from P. Robertson, call to S. Dubo (mssg left), emails with G. Bordas, email to R. Deacon, draft and issue letter to tenants of unit 6 demanding rent payments, email to Fortis regarding Unit 2 account set up, calls from S. Dubo to go over matters related to the redemption / offer, email to R. Deacon, update estimated payout calculation and send to S. Dubo for input, sign cheques.
2023-02-07	GB	0.3	Attend to correspondence.
2023-02-07	CFC	2.6	Emails with S. Dubo, call from and discussion with P. Robertson, email to P. Robertson, review listing agreement language, email to P. Robertson, email to S. Hoogendam, call from and return call to and discussion with property manager, email copy of Receivership Order to the property manager, review bank reconciliation and interim SRD, issue interim SRD to P. Robertson, send payment to Bedgeco for January snow clearing, additional emails with S. Dubo and P. Robertson regarding go-forward approach re: offer and related matters.
2023-02-08	CFC	2.2	Call to S. Dubo, emails with S. Dubo, emails with R. Deacon, attend conference call with S. Dubo and P. Robertson to go over strategy / approach, call from and discussion with P. Robertson, call with S. Dubo and go over specific details related to estimated payout amounts, emails with Unit 6 tenants, call to R. Deacon (mssg left), call to L. Anderson (mssg left), call from and discussion with R. Deacon.
2023-02-09	GB	0.3	Attend to correspondence.
2023-02-09	CFC	0.8	Emails with P. Robertson, emails with S. Dubo, call to and mssg left with BMO re: mortgage balance details, email from and return email to with A. McGregor re: unpaid rent.
2023-02-10	CFC	0.7	Emails with A. McGregor, emails with S. Dubo, email to P. Robertson.
2023-02-13	CFC	2.7	Emails with P. Robertson, emails with S. Dubo, emails with R. Deacon, respond to message from (call to) Fortis Gas, emails with S. Hoogendam, email to Vantage Realty requesting documents for review for property management services, call to P. Robertson, review file for details on previous realtor listing carve outs, send sample language to S. Dubo.
2023-02-14	CFC	1.7	Brief review of property management agreement, email to L. Anderson regarding agreement, calls from and discussion with P. Robertson, attend to edits to property management agreement, email to R. Deacon, emails with L. Anderson and return property management agreement, emails from Fortis Gas regarding account takeover and dates.

C. Cheveldave & Associates Ltd.

Invoice 1245946BC-20230228

February 28, 2023

2023-02-15	GB	0.7	Attend to correspondence, check FortisBC account online to ensure set up correctly, provide details for online account to C. Cheveldave.
2023-02-15	CFC	1.9	Email from R. Provost requesting access to units for a purported purchaser, email to S. Dubo, emails with P. Robertson, call to S. Dubo (mssg left), call from and brief discussion with S. Dubo, emails with S. Dubo, emails with P. Robertson, receive and review "carve out language" and respond to S. Dubo, call from and discussion with Fortis regarding gas accounts and receiver's take over dates specifically for unit 2.
2023-02-16	CFC	2.4	Emails with P. Robertson, emails with R. Deacon, emails with S. Dubo, review and sign listing agreement, numerous related emails with P. Robertson and S. Dubo, attend to setting up Vantage Realty property management portal access, review invoices and short term cash flow analysis.
2023-02-17	CFC	3.9	Emails with P. Robertson, emails with S. Dubo regarding purported sale and related matters, emails from R. Starke, return emails to R. Starke and advise that photos are available on the MLS listing for the property, emails from R. Provost, emails from A. Prior, call and discussion with S. Dubo, calls with P. Robertson, review amended "purchase agreement" and note deficiencies / issues, attending to numerous matters related to request for access to property and purported purchase agreement.
2023-02-18	CFC	1.8	Email from R. Deacon regarding offer acceptance timelines and closing date timelines, review file and respond, subsequent emails with R. Deacon regarding court approval process, sign and return NDA to R. Deacon for prospective purchaser, review email from P. Robertson and consider issues, review file for specific details and respond, email to tenants regarding retainment of a property manager.
2023-02-20	CFC	1.4	Sign and return NDA to R. Deacon, email to C. McIntosh, review information and accounting provided by NC Bailiffs, email to NC Bailiffs outlining our understanding of the accounting and request clarification and additional details.
2023-02-21	GB	0.4	Emails with C. Cheveldave and prepare AP cheques.

**C. Cheveldave & Associates Ltd.**

**Invoice 1245946BC-20230228**

**February 28, 2023**

2023-02-21	CFC	2.2	Email from P. Robertson, emails with L. Anderson and provide tenancy agreements for units 1 and 6, call from and discussion with M. Sundstrom regarding deposit, emails with A. Prior, emails with R. Deacon and sign NDA documents, emails with S. Dubo, calls from R. Deacon regarding requests for access by Provost / Starke, attend conference call with S. Dubo and P. Robertson, numerous emails (S. Dubo / R. Starke, etc.) regarding access arrangements and purported sale transactions, email to tenants and L. Andersen regarding access for Thursday.
2023-02-22	GB	1.2	Attend to correspondence, email instructions from C. Cheveldave to prepare cheque for cleaning fees and attend to same.
2023-02-22	CFC	2.8	Emails with R. Starke regarding access for Provost, emails with S. Dubo and P. Robertson, call from and discussion with P. Robertson, calls and discussion with S. Hoogendam (BMO), call to L. Anderson regarding access for tomorrow, sign cheques, emails with L. Anderson and to R. Provost regarding access for tomorrow for photos, emails with R. Deacon, sign and return additional NDA's to R. Deacon.
2023-02-23	CFC	0.8	Update cash position, emails from L. Wagner and P. Robertson, sign and return NDA's to R. Deacon.
2023-02-24	CFC	3.7	Emails with P. Robertson and R. Deacon regarding marketing / prospect status, emails with S. Hoogendam - BMO, email to G. Efstratoudakis (BMO Special Loans) regarding arrangements for Feb mortgage payment, call and discussion with G. Efstratoudakis regarding receivership status and issues, provide G. Efstratoudakis with copies of court orders, additional calls from and emails with G. Efstratoudakis regarding his emails of today with R. Provost, receive / review revised purchase agreement and ancillary emails with S. Dubo and P. Robertson.
2023-02-26	CFC	0.4	Email from R. Starke, emails with R. Deacon and L. Anderson regarding arrangements for showing tomorrow afternoon, emails with P. Robertson, sign and return NDA to R. Deacon.
2023-02-27	GB	0.8	Attend to correspondence, email instructions from C. Cheveldave to prepare cheque for February 2023 mortgage payment and attend to same.
2023-02-27	CFC	2.2	Emails regarding active listing and related matters, receive rent from Unit 1, sign cheque, attend at BMO and deposit mortgage payment, email to BMO regarding same, emails from R. Starke, S. Dubo and T. Gross regarding purported sale matters, emails with S. Dubo.

C. Cheveldave & Associates Ltd.  
Invoice 1245946BC-20230228  
February 28, 2023

2023-02-28	CFC	1.2	Emails with L. Wagner, call from and discussion with S. Dubo regarding CPL matter and related issues to the purported transactions, emails with BMO, email P. Robertson and S. Dubo a copy of the BMO payout information previously received, deposit residual funds from NC Bailiffs, emails from S. Dubo and P. Robertson regarding purported sale transaction matters.
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# C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 [www.cheveldave.ca](http://www.cheveldave.ca)

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## INVOICE

Date: March 31, 2023

Invoice No.: 1245946BC-20230331

1245946 BC Ltd. – In Receivership  
c/o C. Cheveldave & Associates Ltd.  
600 – I, 235 First Avenue  
Kamloops, BC V2C 3J4

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For professional services rendered regarding the receivership of 1245946 BC Ltd. as outlined in the attached summary.

OUR FEE	\$9,870.00
GST #786841874 RT0001	493.50
DISBURSEMENTS	<u>0.00</u>
TOTAL	<u>\$10,363.50</u>



C. Cheveldave & Associates Ltd.  
Invoice 1245946BC-20230331  
March 31, 2023

*Time Summary:*

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$300	30.6	\$9,180.00
Geri Bordas	\$150	<u>4.6</u>	<u>\$690.00</u>
TOTAL		<u>35.2</u>	<u>\$9,870.00</u>

C. Cheveldave & Associates Ltd.

Invoice 1245946BC-20230331

March 31, 2023

**Time Details:**

Date	Staff	Time	Description
2023-03-01	GB	0.3	Attend to file matters.
2023-03-01	CFC	0.7	Emails with P. Robertson and S. Dubo, review file to locate BMO mortgage details, respond to P. Robertson regarding BMO mortgage details.
2023-03-02	CFC	1.6	Review accounting of costs and refund from NC Bailiffs, email NC Bailiffs requesting additional information / clarification, call and discussion with L. Anderson regarding status of rentals / enquiries, call from and additional emails with M. Sundstrom regarding updated invoice / additional payment.
2023-03-03	CFC	2.2	Emails, attend update call with R. Deacon and P. Robertson and go over strategy matters concerning pricing, email to R. Provost providing instructions to drop off keys to R. Deacon, emails with G. Efstratoudakis, call from and return call to G. Efstratoudakis and discussion regarding receivership status, provide copy of CPL to BMO, call from and discussion with P. Robertson regarding payout amounts.
2023-03-04	CFC	1.8	Update payout information on the assumption a sale to T. Gross takes place prior to month end, send analysis to P. Robertson.
2023-03-07	GB	1.4	Attend to correspondence, email instructions from C. Cheveldave to prepare February 28, 2023 bank reconciliation and SRD and attend to same.
2023-03-07	CFC	1.4	Sign and return NDA, attend to payment of snowplowing account, misc. emails, contact Okanagan Appraisals and provide preliminary details, emails with G. Bordas.
2023-03-08	GB	0.7	Attend to correspondence and FortisBC matters.
2023-03-08	CFC	2.8	Emails with R. Deacon, email to L. Anderson providing instructions to get keys made for the mechanical room, email to L. Hoffman (NCA Appraisers) requesting an appraisal quote, email to S. Hughes (Kent McPherson) requesting an appraisal quote, receive and review quote from NCA Appraisals, numerous subsequent emails with S. Hughes, call from and discussion with P. Robertson, call with L. Anderson and go over tenant applications, emails with G. Efstratoudakis (BMO Special Loans) regarding current insurance coverage, review interim SRD and bank reconciliation, issue interim SRD to P. Robertson.

2023-03-09	CFC	2.4	Emails with P. Robertson regarding potential sale transaction with T. Gross, review proposed sale contract document and set out host of issues that will need to be addressed, emails with G. Efstratoudakis regarding insurance policy wording matters, numerous emails regarding payout request by R. Starke and related issues, call from and discussion with P. Robertson.
2023-03-10	CFC	3.3	Emails with G. Efstratoudakis regarding insurance coverage, emails from P. Robertson, attend conference call with S. Dubo and P. Robertson to go over T. Gross draft offer and related matters, brief call with S. Dubo, emails with L. Hoffman, emails with S. Hughes, review information from S. Larocque (NC Bailiffs) regarding corrected accounting information, emails with S. Dubo regarding payout information and update preliminary payout information.
2023-03-13	GB	0.6	Attend to correspondence, telephone call with FortisBC Electricity to add Unit 6 to account effective March 1, 2023.
2023-03-13	CFC	0.3	Email from P. Robertson, email from S. Hughes (Kent-McPherson), emails with G. Bordas.
2023-03-14	CFC	0.1	Email from S. Dubo.
2023-03-15	GB	0.4	Attend to correspondence and FortisBC matters.
2023-03-15	CFC	1.6	Attend to banking matters, emails with G. Bordas regarding upcoming disbursements for Fortis, initial compilation of draw request information for RC#3, email to L. Anderson following up on tenancy applications.
2023-03-16	CFC	1.4	Finalize draw request analysis for RC#3 and send to P. Robertson, emails and call with L. Anderson to go over tenancy applicants, email from and return email to Capri Insurance re: occupancy status of the building.
2023-03-17	CFC	1.6	Finalize RC#3 and issue to Peter Robertson, attend update call & discussion with R. Deacon, attend to banking matters at CIBC, call from and discussion with L. Wagner regarding details for tenancy agreements.
2023-03-20	GB	0.6	Attend to correspondence, email instructions from C. Cheveldave to prepare cheques for accounts payable and attend to same.
2023-03-20	CFC	1.4	NDA documents from R. Deacon, email and call with P. Robertson, emails with S. Dubo regarding price reduction, finalize AP run / sign cheques, emails with S. Dubo regarding correspondence to A. Prior.
2023-03-21	CFC	0.8	Emails with R. Deacon re: price adjustment documents, attend to matters with McMillan Dubo.

**C. Cheveldave & Associates Ltd.****Invoice 1245946BC-20230331****March 31, 2023**

2023-03-22	CFC	1.6	Numerous emails with D. Eakins regarding spring landscaping and clean up requirements, receive and review budget information, email to L. Anderson regarding mechanical room keys, emails with S. Dubo, email to P. Robertson.
2023-03-23	CFC	0.4	Emails from P. Robertson and S. Dubo regarding requests from R. Starke / A. Prior, call from and return call to S. Dubo (mssg left).
2023-03-24	CFC	0.3	Call from and discussion with S. Dubo regarding request by R. Starke and related matters, emails with R. Deacon re: NDA.
2023-03-27	GB	0.3	Attend to correspondence.
2023-03-27	CFC	0.8	Email to L. Anderson, email to G. Bordas, review cash position in relation to April requirements, email to P. Robertson.
2023-03-28	CFC	0.7	Brief review of new rental agreements, emails with P. Robertson, email to L. Wagner, cash position analysis, emails with L. Anderson and call from and discussion with P. Robertson.
2023-03-29	GB	0.3	Attend to correspondence, email instructions from C. Cheveldave to prepare cheque for the mortgage payment and attend to same.
2023-03-30	CFC	2.7	Receive and review email correspondence from legal counsel for Unit 1 tenants, forward email to S. Dubo, prepare Receiver Certificate #4 and issue to P. Robertson, sign cheque for April 2023 mortgage payment, call to and email to D. Moore (legal counsel for unit 1 tenant) regarding proposed set off of security deposit, call from D. Moore and discussion of rent payment requirement, additional call from D. Moore, call with L. Anderson, attend to banking matters and pay BMO mortgage payment, emails with G. Efstratoudakis.
2023-03-31	CFC	0.7	Emails from L. Anderson, sign and return NDA docs to R. Deacon, compile AP information.

# C. CHEVELDAVE & ASSOCIATES LTD.

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## INVOICE

Date: April 30, 2023

Invoice No.: 1245946BC-20230430

1245946 BC Ltd. – In Receivership  
c/o C. Cheveldave & Associates Ltd.  
600 – I, 235 First Avenue  
Kamloops, BC V2C 3J4

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For professional services rendered regarding the receivership of 1245946 BC Ltd. as outlined in the attached summary.

OUR FEE	\$4,590.00
GST #786841874 RT0001	229.50
DISBURSEMENTS	<u>0.00</u>
TOTAL	<u>\$4,819.50</u>

C. Cheveldave & Associates Ltd.

Invoice 1245946BC-20230430

April 30, 2023

*Time Summary:*

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$300	14.0	\$4,200.00
Geri Bordas	\$150	<u>2.6</u>	<u>\$390.00</u>
<b>TOTAL</b>		<b><u>16.6</u></b>	<b><u>\$4,590.00</u></b>

*Time Details:*

Date	Staff	Time	Description
2023-04-03	GB	0.4	Attend to correspondence and file matters.
2023-04-03	CFC	0.9	Brief status update call with P. Robertson, receive partial rent from Unit 1 tenants, emails from Fortis, emails with R. Deacon.
2023-04-05	GB	0.8	Attend to correspondence, receipt of email instructions from C. Cheveldave to prepare cheque, prepare bank reconciliation and SRD at March 31, 2023 and attend to same.
2023-04-06	CFC	1.8	Call from and discussion with R. Deacon regarding T. Gross interest in the property, attend to AP matters, sign and return NDA to R. Deacon, emails with S. Dubo regarding follow up request from A. Prior, review and sign off on bank reconciliation, review interim SRD, issue interim SRD to P. Robertson, email from P. Robertson, emails with S. Dubo regarding correspondence with A. Prior relating to possible sale transaction and related.
2023-04-07	CFC	0.5	Emails with R. Deacon regarding prospective purchaser and information request on mortgage balances.
2023-04-10	CFC	0.3	Emails from P. Robertson regarding mortgage matters.
2023-04-11	CFC	0.2	Calls from R. Deacon regarding prospective purchaser matters.
2023-04-12	GB	0.5	Attend to correspondence, receipt of email from C. Cheveldave re FortisBC Gas account for Unit 6 and determine not set up for auto withdrawal so prepare cheque for payment of March invoice and also set account for auto withdrawal and paperless billing going forward.
2023-04-12	CFC	0.8	Emails with G. Bordas regarding Fortis bill, emails with L. Anderson regarding tenancies, sign Fortis cheque.
2023-04-13	CFC	2.8	Call from and discussion with S. Dubo regarding potential Provost / Gross purchase transaction and updating payout information, email to BMO requesting updated payout information to April 28, 2023, compile updated payout information, call from BMO special loans regarding payout scenario and probability of transaction, email to S. Dubo.
2023-04-14	CFC	0.8	Emails and call with S. Dubo regarding payout calculation details and related matters, numerous emails from P. Robertson.
2023-04-17	GB	0.4	Attend to correspondence and preparation of cheque for McMillan Dubo legal invoice for March 2023.

**C. Cheveldave & Associates Ltd.****Invoice 1245946BC-20230430****April 30, 2023**

2023-04-17	CFC	0.9	Receive and review BMO payout information from BMO, send BMO information to S. Dubo and P. Robertson, sign cheque, emails with S. Dubo.
2023-04-18	GB	0.1	Attend to correspondence.
2023-04-19	CFC	0.6	Emails with L. Anderson re: status of rentals, review email from S. Dubo re: response from A. Prior, email from P. Robertson.
2023-04-20	CFC	0.4	Emails from P. Robertson.
2023-04-21	CFC	0.4	Emails with S. Dubo, email from R. Deacon, emails from P. Robertson.
2023-04-24	CFC	0.7	Email from R. Starke regarding April 6 offer, emails with S. Dubo, call to S. Dubo (mssg left), sign NDA document provided by R. Deacon.
2023-04-25	GB	0.4	Attend to correspondence, receipt of email instructions from C.Cheveldave to prepare cheque for mortgage payment and attend to same.
2023-04-25	CFC	1.3	Emails with R. Deacon re: NDA agreement, call with S. Dubo, emails with BMO special loans responding to questions concerning receivership status.
2023-04-26	CFC	0.4	Sign and return NDA to R. Deacon, email from R. Deacon / L. Anderson regarding tenant update.
2023-04-27	CFC	0.3	Emails from R. Deacon and L. Anderson regarding showing of suites.
2023-04-28	CFC	0.9	Attend to BMO mortgage payment at BMO branch, emails re: Fortis accounts, review file and email with L. Anderson regarding reconciliation / break down of amounts received re: rent and security deposit amounts.



# C. CHEVELDAVE & ASSOCIATES LTD.

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## INVOICE

Date: May 31, 2023

Invoice No.: 1245946BC-20230531

1245946 BC Ltd. – In Receivership  
c/o C. Cheveldave & Associates Ltd.  
600 – I, 235 First Avenue  
Kamloops, BC V2C 3J4

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For professional services rendered regarding the receivership of 1245946 BC Ltd. as outlined in the attached summary.

OUR FEE	\$6,330.00
GST #786841874 RT0001	316.50
DISBURSEMENTS	<u>0.00</u>
TOTAL	<u>\$6,646.50</u>

C. Cheveldave & Associates Ltd.

Invoice 1245946BC-20230531

May 31, 2023

*Time Summary:*

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$300	16.7	\$5,010.00
Geri Bordas	\$150	<u>8.8</u>	<u>\$1,320.00</u>
<b>TOTAL</b>		<u><b>25.5</b></u>	<u><b>\$6,330.00</b></u>

*Time Details:*

Date	Staff	Time	Description
2023-05-01	GB	1.7	Attend to correspondence and file matters, handle FortisBC matters re stopping service on all 6 units and saving final invoices as well as contacting electricity and gas for credit of security deposits.
2023-05-01	CFC	0.2	Sign and return NDA document to R. Deacon.
2023-05-02	CFC	0.4	Review information from L. Anderson and confirm security deposit amounts to reserve internally.
2023-05-03	GB	1.2	Attend to correspondence, email exchange with C. Cheveldave re tracking security deposits and accounting matters, update QBO for April transactions, check FortisBC accounts re return of security deposits and confirm with C. Cheveldave these amounts processed.
2023-05-03	CFC	0.5	Emails with G. Bordas regarding receipt / disbursement allocation questions and consider same.
2023-05-04	CFC	0.2	Review rent tracking information compiled by G. Bordas, emails with G. Bordas.
2023-05-08	GB	0.6	Attend to correspondence, receipt of email instructions from C. Cheveldave to prepare April 30th bank reconciliation and SRD and attend to same.
2023-05-09	CFC	1.3	Review and approve bank reconciliation for April 30, 2023, review interim SRD to April 30, 2023 and send to P. Robertson for his file and review, emails with G. Bordas, review current bank balance.
2023-05-15	CFC	0.4	Review correspondence from Vantage West Realty, check deposit amount, email to G. Bordas requesting reconciliation analysis between statement information and deposit amounts.
2023-05-16	GB	1.6	Attend to correspondence and reconcile amount received from Vantage West as requested by C. Cheveldave, email to Vantage West requesting additional details, receipt of updated Owner's Statement and further reconciliation and email for clarification.

**C. Cheveldave & Associates Ltd.****Invoice 1245946BC-20230531****May 31, 2023**

2023-05-16	CFC	0.5	Emails from Vantage West regarding portal access, numerous emails with G. Bordas regarding reconciliation of the deposits / rental income, re-set portal access.
2023-05-17	CFC	0.4	Receive and very brief review of documentation from Vantage West, emails with G. Bordas regarding reconciliations.
2023-05-18	GB	0.8	Review of ledgers by unit from Vantage West to reconcile deposits / rental income, determine amount of funds to retain on hand as security deposits and email to C. Cheveldave.
2023-05-18	CFC	0.2	Emails with S. Dubo, emails with G. Bordas regarding additional information received from Vantage West.
2023-05-19	CFC	0.2	Email from P. Robertson and S. Dubo.
2023-05-23	CFC	0.4	Calculate and confirm available cash balance, email to G. Bordas.
2023-05-24	GB	1.2	Email from C. Cheveldave requesting AP cheque preparation and attend to same, attend to correspondence, further review rent ledgers and compare to Owner's Statement for April 8 to May 8, 2023 and email Vantage West with query on same, post to QBO and separate out the rent and security deposits.
2023-05-24	CFC	1.9	Emails with R. Deacon, finalize AP and sign cheques, compile analysis for month end borrowing amount, review file and locate draft disclosure statement, send draft disclosure statement to P. Robertson, call to and discussion with P. Robertson, email to City of Kelowna requesting updated statements of account for municipal utilities and property taxes.
2023-05-25	CFC	3.3	Emails with the City of Kelowna regarding outstanding utility account and property tax account amounts, email from and call with P. Robertson, process AP run and update borrowing requirement for RC#5, email to P. Robertson advising of borrowing requirement and borrowing limit matters.

**C. Cheveldave & Associates Ltd.****Invoice 1245946BC-20230531****May 31, 2023**

2023-05-26	CFC	3.0	Emails with G. Efstratoudakis (BMO), emails with P. Robertson, call to and discussion with P. Robertson regarding Receiver's borrowings and related matters, call to and discussion with G. Efstratoudakis regarding file status, compile information for P. Robertson, emails from City of Kelowna regarding utility and property tax supporting information, receive and brief review of information from City of Kelowna, meet with P. Robertson and collect funding.
2023-05-27	GB	0.8	Attend to correspondence, receipt of email instructions from C. Cheveldave to set up online account with City of Kelowna for utilities and attend to same, set up and save City of Kelowna property tax notices to file.
2023-05-29	CFC	0.6	Attend to banking matters at CIBC, email to G. Bordas regarding additional deposit received from Vantage West.
2023-05-30	CFC	2.4	Start compiling cash flow forecast information for increasing borrowing limit, email to G. Bordas regarding historical municipal utility amounts.
2023-05-31	GB	0.9	Attend to correspondence, prepare cheque for mortgage payment, look up City of Kelowna utility accounts and provide information as requested by C. Cheveldave, reconcile additional deposit received from Vantage West and advise C. Cheveldave re same.
2023-05-31	CFC	0.8	Emails with G. Bordas, sign cheque for BMO mortgage payment, attend at BMO and deposit mortgage payment.

# C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 [www.cheveldave.ca](http://www.cheveldave.ca)

## INVOICE

Date: June 30, 2023

Invoice No.: 1245946BC-20230630

1245946 BC Ltd. – In Receivership  
c/o C. Cheveldave & Associates Ltd.  
600 – I, 235 First Avenue  
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of 1245946 BC Ltd. as outlined in the attached summary.

OUR FEE	\$6,780.00
GST #786841874 RT0001	339.00
DISBURSEMENTS	<u>0.00</u>
TOTAL	<u>\$7,119.00</u>

C. Cheveldave & Associates Ltd.  
Invoice 1245946BC-20230630  
June 30, 2023

*Time Summary:*

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$300	19.6	\$5,880.00
Geri Bordas	\$150	<u>6.0</u>	<u>\$900.00</u>
<b>TOTAL</b>		<u><b>25.6</b></u>	<u><b>\$6,780.00</b></u>

**Time Details:**

Date	Staff	Time	Description
2023-06-01	CFC	2.4	Cash flow forecast drafting, pay City of Kelowna outstanding municipal utility invoice, email to P. Robertson re: Disclosure Statement arrangement details.
2023-06-02	CFC	0.8	Emails with P. Robertson, cash flow projection editing.
2023-06-03	GB	0.4	Attend to correspondence and to file matters.
2023-06-05	GB	1.2	Attend to correspondence, follow up re FortisBC final electricity and gas invoices, email instructions from C. Cheveldave to prepare May 31, 2023 bank reconciliation and SRD and attend to same.
2023-06-05	CFC	2.8	Drafting affidavit language in support of additional borrowing application.
2023-06-06	CFC	1.5	Review and sign off on bank reconciliation for May 2023, review interim SRD, update draft affidavit language for increased borrowing application.
2023-06-07	CFC	2.1	Email to S. Dubo regarding borrowing limit increase application and draft affidavit language, call from and discussion with R. Deacon regarding expected offer to be received, review document with R. Deacon, call to and mssg left with S. Dubo regarding Schedule A language questions raised by R. Deacon, subsequent calls and texts with R. Deacon regarding additional potential offer details.
2023-06-08	CFC	0.8	Numerous emails, texts and calls with R. Deacon regarding prospective buyers / offer.
2023-06-09	CFC	0.7	Emails from R. Deacon re: letter of intent from prospective buyers, emails with S. Dubo, call from and discussion with P. Robertson regarding various matters.
2023-06-12	GB	2.5	Attend to correspondence, contact FortisBC Gas re credit on account and arrange for them to refund to the bank



			account directly, reconcile the Owner's Statement re security and pet deposits and telephone call to Viola at Vantage West to clarify, determine May 15 deposit needs correcting and email to C. Cheveldave re same.
2023-06-12	CFC	2.3	Emails with G. Bordas regarding accounting matter re: Vantage West direct deposits, verification of folio / account numbers for City of Kelowna and related set up for online banking, attend to payment of outstanding property taxes to City of Kelowna.
2023-06-14	GB	0.7	Attend to correspondence, attend to accounting matters, rerun SRD at May 31, 2023 re correction to security deposits collected, update emails to C. Cheveldave re same.
2023-06-14	CFC	0.6	Receive statement from Vantage West, email to G. Bordas regarding reconciliation / SRD matter, receive and brief review of emails from R. Sommerey and A. McLeod (Doak Shirreff LLP).
2023-06-15	CFC	0.3	Email to A. McLeod responding to information being requested for offer, emails with P. Robertson.
2023-06-19	GB	0.6	Attend to correspondence, review Owner's Statement and reconcile to deposit received, post FortisBC Gas refund re security deposit on QBO.
2023-06-19	CFC	0.2	Emails with S. Dubo.
2023-06-22	CFC	0.4	Provide update to BMO on status.
2023-06-23	CFC	0.5	Emails with BMO and provide responses to questions concerning current marketing strategy and related.
2023-06-26	CFC	2.3	Review offer and compile notes, attend call with R. Deacon and P. Robertson, emails with R. Deacon regarding pricing strategy, emails with L. Jabbusch (Capri insurance) regarding details for upcoming insurance renewal.
2023-06-28	GB	0.6	Attend to correspondence, instructions from C. Cheveldave to prepare cheque for mortgage payment and attend to same.


**C. Cheveldave & Associates Ltd.**

**Invoice 1245946BC-20230630**

**June 30, 2023**

2023-06-28	CFC	0.3	Text to G. Bordas re: cheque for BMO mortgage payment, call to P. Robertson (mssg left), call and discussion with P. Robertson.
2023-06-29	CFC	1.4	Sign cheque, attend at BMO to deposit mortgage payment, issue update to BMO regarding mortgage payment and sale status of property.
2023-06-30	CFC	0.2	Calls and emails with P. Robertson.

This is **Exhibit "F"** referred to in the Affidavit  
of Cecil Cheveldave made before me on  
August 11, 2023



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A Commissioner for taking Affidavits for  
British Columbia

**IN THE MATTER OF THE RECEIVERSHIP OF  
1245946 BC LTD.**

**SUMMARY OF LEGAL FEE INVOICES  
JANUARY 2023 TO JUNE 2023**

Invoice #	Invoice Date	Legal Fees	Disbursements	PST	GST	TOTAL
13730	January 31, 2023	\$ 9,982.50	\$ 51.25	\$ 702.37	\$ 501.69	\$ 11,237.81
13868	February 28, 2023	\$ 6,367.50	\$ 61.01	\$ 447.92	\$ 320.53	\$ 7,196.96
14092	March 31, 2023	\$ 1,830.00	\$ 13.50	\$ 129.05	\$ 92.18	\$ 2,064.73
14244	April 30, 2023	\$ 1,410.00	\$ 13.00	\$ 99.61	\$ 71.15	\$ 1,593.76
14616	June 30, 2023 *	\$ 1,117.50	\$ 12.25	\$ 79.09	\$ 56.49	\$ 1,265.33
<b>*YET TO BE PAID</b>						
<b>TOTAL</b>		<b>\$ 20,707.50</b>	<b>\$ 151.01</b>	<b>\$ 1,458.04</b>	<b>\$ 1,042.04</b>	<b>\$ 23,358.59</b>

***McMillan Dubo Law Group***

#401 121 5th Avenue  
Kamloops, BC V2C 0M1 Canada  
Tel:778-765-1701 Fax:250-434-9485

**STATEMENT OF ACCOUNT**

C. Cheveldave & Associates Ltd.  
Suite 600-1  
235 1st Avenue  
Kamloops, BC  
V2C 3J4 Canada

Inv #: 13730  
January 31, 2023  
File #: 3901-101  
GST #: 722543527RT0001  
PST #: 1095-3882

**Attention:**

RE: Receivership of land owned by 1245946 B.C. Ltd. (Brookside)

**TO ALL PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE  
ABOVE-NOTED MATTER, INCLUDING:**

DATE	LAWYER	DESCRIPTION	HOURS
Jan-03-23	LT	Communications with process server; receipt and review of Affidavits of Service for tenants; receipt of communications with receiver; communications with tenants of Unit 4 and forward documents; diarize for response from tenants of Unit 4; communications with process server and obtain quote for re-attendance	0.60
Jan-05-23	SAD	Communication with C. Cheveldave confirming rents paid by Units 1 and 6, but no other units; instructions for affidavit for C. Cheveldave regarding non payment of rents	0.60
	LT	Prepare draft Affidavit #2 of C Cheveldave	0.50
Jan-06-23	SAD	Communication from C. Cheveldave regarding emails with R. Provost relating to BMO mortgage; instructions further service attempts	0.20
	LT	Communications requesting instructions on process service; communications with process server; communications from Receiver regarding communications with Provost with respect to BMO mortgage payments	0.60
Jan-09-23	SAD	Communication from C. Cheveldave; communication from A. Prior; review/revise Application Record; review/revise Affidavit #2 of C. Cheveldave	1.20
	LT	Communications with process server regarding attempts at service and request Affidavit of Attempted Service; communications with receiver; prepare Application Record for	1.70

Jan-10-23	SAD	hearing of application for vacant possession; receipt of communications between receiver and Provost; review communications from Andrew Prior and diarize for response communications with C. Cheveldave regarding supplemental affidavit and service of application materials on respondents; communication from C. Cheveldave confirming December mortgage payment to BMO is delinquent	0.20
	LT	Finalize Application Record; communications from receiver regarding revisions to Affidavit #2 of C Cheveldave; attend to filing Application Record with court registry	0.70
Jan-11-23	SAD	Finalize affidavit of C. Cheveldave and communications with C. Cheveldave regarding same; videoconference with C. Cheveldave to swear affidavit #2; communications with A. Prior and receipt of rental agreements; receipt/review affidavits of attempted service for tenants;	1.60
	LT	Revise Affidavit #2 of C Cheveldave; prepare Certificate for remote witnessing; review communications with C Cheveldave; attend to filing Affidavit #2 of C Cheveldave; attend to service on Respondents; review communications from A Prior and receipt of lease agreements;	1.00
Jan-12-23	SAD	Communications with C. Cheveldave regarding discussion with A. Prior and inquiring about requesting further information/documents needed from R. Provost; communication from C. Cheveldave regarding email request made to R. Provost and A. Prior for additional information and documents; communication from A. Prior regarding status of deposits; receipt/review affidavit of R. Provost regarding non-payment of rent; prepare for hearing of application for Writ of Possession	2.10
	LT	Receipt of tenancy agreements and communications with receiver; review communications with counsel for Provost; review further communications between receiver and counsel for Provost regarding Provost affidavit to come	0.60
Jan-13-23	SAD	Communications with A. Prior regarding pending hearing and revise form of Order; communication with C. Cheveldave regarding pending hearing; instructions for contacting court bailiff to enforce Writ; prepare submissions for hearing	3.00
	LT	Review communications from counsel for Provost and receipt of Provost Affidavit; attend to filing Affidavits of Service and Affidavits of Attempted Service with court registry; receipt of filed Affidavits of Service and Attempted Service; revise Application Record; prepare document packages for judge and A. Prior; receipt of communications from counsel and receiver	0.90
Jan-16-23	SAD	Communication from tenant of Unit 4; appear in Kelowna chambers for application for Writ of Possession; communication to A. Prior confirming order granted	5.00
	LT	Review communications with counsel for Provost; communications from tenants of Unit 4 advising they have vacated; communications with receiver regarding Unit 4	0.30

Jan-17-23	SAD	Communications with C. Cheveldave; communications with court bailiff and receiver regarding Writ of Possession; review/revise Writ of Possession; communication to A. Prior	1.20
Jan-18-23	SAD	Communication with C. Cheveldave; receipt of signed Writ of Possession and instructions for filing with court registry; communication with A. Prior; communication to C. Cheveldave regarding same	0.70
	LT	Receipt of executed Writ of Possession from receiver; attend to filing Writ of Possession and Order Made After Application; receipt of entered Order and Writ of Possession from court registry; communications with bailiff and receiver and forward entered Order and Writ of Possession	0.50
Jan-19-23	SAD	Communications with bailiff and receiver regarding pending evictions	0.20
Jan-20-23	SAD	Communications with C. Cheveldave regarding request to current realtor to remove listing and considerations for listing agreement terms	0.20
Jan-23-23	SAD	Communications with C. Cheveldave regarding considerations for listing of property	0.20
	LT	Receipt of communications between receiver and previous realtor for Brookside	0.10
Jan-24-23	SAD	Communications with C. Cheveldave	0.10
Jan-25-23	SAD	Communications with bailiff and C. Cheveldave regarding eviction of tenants in Unit 2 and 5 and instructions to obtain writs of seizure and sale for all tenants; communications regarding listing; review/revise writs of seizure and sale; communications with C. Cheveldave	1.50
	LT	Communications from tenant of Unit 2; communications with receiver regarding call from Unit 2; review communications between receiver and previous realtor for Unit 3; review communications between receiver and Unit 2; prepare Requisition to file Writs of Seizure and Sale; prepare draft Writs of Seizure and Sale for each of Unit 2, Unit 3, Unit 4 and Unit 5; attend to filing Writs of Seizure and Sale with court registry; communications from receiver requesting information on renting out vacant units; communications with court registry	1.40
Jan-26-23	SAD	Communications with A. Prior	0.40
	LT	Communications from court registry and receipt of filed Writs of Seizure and Sale; communications with receiver and bailiff providing same	0.30
Jan-27-23	SAD	Communications from tenant of Unit 2; communications with C. Cheveldave; communication from A. Prior; communications with C. Cheveldave and P. Robertson; communication from bailiff confirming receipt of payment from Unit 2 tenant	1.30
Jan-30-23	SAD	Communications with C. Cheveldave and receive draft listing agreement for Brookside en bloc	0.20
	LT	Review various communications with receiver; receipt of communications from Andrew Prior; review communications from receiver and receipt of draft Brookside listing documents;	0.40

Jan-31-23	SAD	Review listing agreement; prepare listing agreement amendments and foreclosure Schedule A; communication to C. Cheveldave and provide realtor guidelines for court ordered sales; communications with C. Cheveldave regarding listing agreement and non-disclosure agreement; prepare non-disclosure agreement and communication to C. Cheveldave; communications with A. Prior and receipt of draft Disclosure Statement and older appraisal obtained by Mr. Provost	2.80
	LT	Receipt of communications with Prior and diarize for response; review communications with receiver; receipt of draft disclosure statement and 2020 appraisal from A. Prior	0.20

TO ALL OTHER ATTENDANCES, WORK AND SERVICES PERFORMED ON YOUR BEHALF.

#### BILLING SUMMARY

Initial	Hours	Rate	Amount
SAD	22.70	\$375.00	\$8,512.50
LT	9.80	\$150.00	\$1,470.00
	<hr/> 32.50		<hr/> \$9,982.50
	GST/HST payable on Fees		499.13
	Sales Tax payable on Fees		698.78

#### DISBURSEMENTS

File Opening Fee#	40.00
Photocopies/Copies#	11.25
Total Disbursements	<hr/> \$51.25
GST/HST payable on Disbursements	2.56
Sales Tax payable on Disbursements	3.59

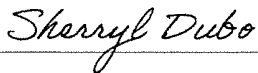
<b>Total Fees, Disbursements and Taxes</b>	<hr/> <b>\$11,237.81</b>
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**TOTAL DUE AND OWING****\$11,237.81**

MCMILLAN DUBO LLP

Per:



Sherryl Dubo

PAYMENT IS DUE UPON RECEIPT. INTEREST WILL BE CHARGED AT 1.0% PER MONTH ON ACCOUNT UNPAID  
30 DAYS AFTER THE STATEMENT DATE (12% PER ANNUM).

## LEGEND

\* = No Tax

# = GST &amp; PST

No Symbol = GST Only

SAD-2

***McMillan Dubo Law Group***

#401 121 5th Avenue  
Kamloops, BC V2C 0M1 Canada  
Tel:778-765-1701 Fax:250-434-9485

**STATEMENT OF ACCOUNT**

C. Cheveldave & Associates Ltd.  
Suite 600-I  
235 1st Avenue  
Kamloops, BC  
V2C 3J4 Canada

Inv #: 13868  
February 28, 2023  
File #: 3901-101  
GST #: 722543527RT0001  
PST #: 1095-3882

**Attention:**

RE: Receivership of land owned by 1245946 B.C. Ltd. (Brookside)

**TO ALL PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE  
ABOVE-NOTED MATTER, INCLUDING:**

DATE	LAWYER	DESCRIPTION	HOURS
Feb-01-23	SAD	Communications with C. Cheveldave regarding potential offer from Mr. Provost and timing for listing of properties;	0.40
	LT	communication to A. Prior	
	LT	Review communications from receiver regarding timing of signing listing agreement; communications from receiver and receipt of signed listing documents	0.20
Feb-02-23	SAD	Communication from A. Prior providing copy of offer for purchase of Brookside units and communications with A. Prior regarding same; review company search for purchaser; receipt of Central Securities Registrar for purchaser from A. Prior	0.40
	SAD	Review communications with Andrew Prior and diarize for response; review communications with receiver	0.20
Feb-03-23	SAD	Communications with A. Prior and receipt of offer to purchase Brookside units	0.40
	SAD	Communications from counsel for Provost and receive offer to purchase; conduct corporate search; communications with receiver forwarding offer to purchase; review various communications with counsel for Provost	0.40
Feb-06-23	SAD	Communications with C. Cheveldave; receipt/review letter to tenants of Unit 6 regarding unpaid rent; communications with A. Prior regarding offer to purchase from 1278378 B.C. Ltd.	1.10
	SAD	Review communications from counsel and receipt of Central Securities Register; receipt of communications with receiver	0.30

Feb-07-23	SAD	Review receivership costs projection and communications with C. Cheveldave; communications with A. Prior; communication to C. Cheveldave	0.80
	SAD	Receipt and review of communications with counsel for Provost and with receiver	0.20
Feb-08-23	SAD	Communications with receiver regarding en bloc offer and failure of tenants in Unit 6 to pay February rent; consider position with respect to offer disclosed by R. Provost; communication to A. Prior	1.00
	LT	Receipt of communications from client regarding non payment of rent by Unit 6 and potential response	0.20
Feb-09-23	SAD	Communications with receiver; communications with A. Prior	0.80
	SAD	Review communications with receiver; diarize for receipt of corrected offer from counsel for Provost	0.20
Feb-10-23	SAD	Communications with C. Cheveldave regarding tenant in Unit 6	0.20
Feb-13-23	SAD	Communications with C. Cheveldave regarding non-response by R. Provost to requirement to provide corrected contract; communication from C. Cheveldave regarding request to realtor for carve-out from commission	0.50
	LT	Review communications with client regarding listing language and confirming no contact from Andrew Prior; diarize for receipt of confirmation of listing	0.20
Feb-15-23	SAD	Communications with C. Cheveldave regarding request from Mr. Provost for photos of interior of units; communications to A. Prior regarding same; draft wording for exclusion clause for listing agreement and communications with C. Cheveldave regarding same	1.20
	LT	Review communications from client regarding communications from Provost; review communications between client and Robertson; review communications with receiver and diarize for response from Prior	0.20
	LT	Review communications with client regarding revised language for listing agreement; review communications between receiver and Provost	0.20
Feb-16-23	SAD	Communications with C. Cheveldave regarding revised listing agreement for commission carve out	0.20
	SAD	Receipt and review various communications regarding communications with Prior and listing contract terms	0.20
	LT	Review communications with A Prior regarding offer and communications with Provost; review communications between receiver, client and realtor regarding carve out language	0.20
	LT	Review communications from client and P Robertson regarding Provost request to view units; review communications between client and Provost; review communications between client and R Starke; review various communications with client; review communications from Provost and receipt of Contract of Purchase and Sale; review various communications between client, counsel and Provost	0.60

Feb-17-23	SAD	Communications with C. Cheveldave regarding further request by Mr. Provost for access for photos; receipt of communications between C. Cheveldave and R. Starke and others	1.20
Feb-21-23	SAD	Communications from A. Prior; communications with C. Cheveldave; further communications with A. Prior; communications with R. Starke; further communications with C. Cheveldave	1.40
	LT	Review various communications between Robertson and receiver; review various communications from Prior; review communications between Starke and realtor; communications from Robertson; review communications from Starke requesting updated photos	0.50
Feb-22-23	SAD	Communications with C. Cheveldave and consider strategy; communication from C. Cheveldave confirming access being granted for photos	0.50
	LT	Review communications from R Starke regarding request for access; review communications with receiver regarding arranging access for photos; review communications from Robertson; review communications between client and Robertson	0.30
Feb-24-23	SAD	Communications with receiver; communication from R. Starke regarding request to cancel listing of Brookside; communication to R. Starke; receipt of contract of purchase and sale; communications with receiver	1.00
	LT	Review communications from Robertson regarding Provost attendance for photos; review communications from receiver regarding February mortgage payment; review further communications with Robertson regarding contacting counsel for Provost/Gross; review communications with Starke; review communications with Robertson; review communications from Ted Gross and revised Offer to Purchase; review communications with A Prior and diarize for response	0.50
Feb-27-23	SAD	Communication from R. Starke; communication from broker for purchaser; communication from P. Robertson; communications with C. Cheveldave; communication to R. Starke; communication to Pihl & Co	1.50
	LT	Review communications from R Starke requesting listing be removed; review communications from finance company regarding listing being active; review communications with receiver and Robertson; conduct title search and retrieve Certificate of Pending Litigation filed by Lindsey Knitter; review communications with R Starke regarding not removing active listing; review communications with Pihl & Co; review further communications with receiver and Robertson	0.40
Feb-28-23	SAD	Communications with C. Cheveldave regarding CPL registered by L. Knitter; instructions for letter to counsel for Ms. Knitter; communication with R. Jacobs (Pihl & Co); communication to C. Cheveldave; receipt of mortgage payout information from BMO	1.20

LT                      Review communications from Provost requesting listing be immediately removed; review communications with Robertson; review communications with Pihl & Co; review communications with Robertson; review communications from Ted Gross; review communications from receiver and receipt of BMO payout statement; review communications with Robertson and receiver regarding discussion with Pihl & Co; prepare draft correspondence to counsel for Lindsay Knitter

0.70

TO ALL OTHER ATTENDANCES, WORK AND SERVICES PERFORMED ON YOUR BEHALF.

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#### BILLING SUMMARY

Initial	Hours	Rate	Amount
SAD	15.30	\$375.00	\$5,737.50
LT	4.20	\$150.00	\$630.00
	<hr/> 19.50		<hr/> \$6,367.50
GST/HST payable on Fees			318.38
Sales Tax payable on Fees			445.73

#### DISBURSEMENTS

Agent's Disb - Taxable LTSA Fee	11.82
McMillan Dubo - Agency Fee#	5.00
Photocopies/Copies#	26.25
Agent's Disb - Non Taxable LTSA Fee*	17.94
	<hr/>
Total Disbursements	\$61.01
GST/HST payable on Disbursements	2.15
Sales Tax payable on Disbursements	2.19

<b>Total Fees, Disbursements and Taxes</b>	<hr/> <b>\$7,196.96</b>
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**TOTAL DUE AND OWING****\$7,196.96**

MCMILLAN DUBO LLP

Per:

Sherryl Dubo  
Sherryl Dubo

PAYMENT IS DUE UPON RECEIPT. INTEREST WILL BE CHARGED AT 1.0% PER MONTH ON ACCOUNT UNPAID  
30 DAYS AFTER THE STATEMENT DATE (12% PER ANNUM).

## LEGEND

\* = No Tax

# = GST &amp; PST

No Symbol = GST Only

SAD-2

***McMillan Dubo Law Group***

#401 121 5th Avenue  
Kamloops, BC V2C 0M1 Canada  
Tel:778-765-1701 Fax:250-434-9485

**STATEMENT OF ACCOUNT**

C. Cheveldave & Associates Ltd.  
Suite 600-1  
235 1st Avenue  
Kamloops, BC  
V2C 3J4 Canada

Inv #: 14092  
March 31, 2023  
File #: 3901-101  
GST #: 722543527RT0001  
PST #: 1095-3882

**Attention:**

RE: Receivership of land owned by 1245946 B.C. Ltd. (Brookside)

**TO ALL PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE  
ABOVE-NOTED MATTER, INCLUDING:**

DATE	LAWYER	DESCRIPTION	HOURS
Mar-02-23	LT	Review communications from receiver with BMO mortgage information	0.10
Mar-08-23	SAD	Review information from C. Cheveldave and prepare payout information for A. Prior; communications with A. Prior	0.50
Mar-09-23	SAD	Communications with C. Cheveldave; communications with R. Starke	0.40
	LT	Receipt of CPS from Ted Gross; review communications from C Cheveldave; communications with Robert Starke regarding payout request; communications with receiver regarding request for payout; diarize for response to Starke; review communications from receiver	0.50
Mar-10-23	SAD	Communications with C. Cheveldave and P. Robertson; communications with A. Prior	1.20
	LT	Review communications with C Cheveldave; review communications with R Starke; diarize for follow up regarding obtaining appraisal; review communications with A Prior; review further communications with P Robertson and C Cheveldave; diarize for receipt of receiver costs	0.40
Mar-14-23	SAD	Communication to A. Prior providing balances outstanding including costs; communication to receiver	0.40
	LT	Review communications with A Prior; review communications with client	0.20

Mar-20-23	SAD	Communication to C. Cheveldave regarding possible price reduction; communication from C. Cheveldave; communication to A. Prior	0.40
	LT	Review communications with receiver regarding list price and diarize for response	0.10
Mar-21-23	LT	Review communications with A Prior regarding price reduction; review communications with P Robertson and C Cheveldave	0.20
Mar-22-23	SAD	Communication from R. Starke and A. Prior requesting the listing agreement to be removed; communication to C. Cheveldave	0.30
	LT	Review communications with R Starke and A Prior regarding request for MLS listing to be removed	0.20
Mar-23-23	LT	Review communications from P Robertson regarding next steps and response regarding request to have listing removed	0.10
Mar-24-23	SAD	Communication with S. Carstairs (counsel) regarding listing requested by a third party for Brookside properties; communications with C. Cheveldave; communication to R. Starke	0.50
Mar-27-23	LT	Review communications with counsel for Provost; review communications with P Robertson and C Cheveldave	0.20
Mar-29-23	SAD	Communications with C. Cheveldave regarding communication from counsel for tenant seeking set off of deposit from rental payment	0.30
Mar-30-23	LT	Communications from C Cheveldave and receive correspondence from counsel for tenant of Unit 1 advising they will deduct damage deposit from last month's rent payment	0.20

TO ALL OTHER ATTENDANCES, WORK AND SERVICES PERFORMED ON YOUR BEHALF.

#### BILLING SUMMARY

Initial	Hours	Rate	Amount
SAD	4.00	\$375.00	\$1,500.00
LT	2.20	\$150.00	\$330.00
	<hr/> 6.20		<hr/> \$1,830.00
	GST/HST payable on Fees		91.50
	Sales Tax payable on Fees		128.10

#### DISBURSEMENTS

Photocopies/Copies#	13.50
Total Disbursements	<hr/> \$13.50
GST/HST payable on Disbursements	0.68



Sales Tax payable on Disbursements

0.95

**Total Fees, Disbursements and Taxes**

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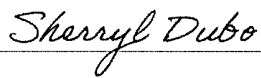
**\$2,064.73****TOTAL DUE AND OWING**

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**\$2,064.73**

MCMILLAN DUBO LLP

Per:



Sherryl Dubo

PAYMENT IS DUE UPON RECEIPT. INTEREST WILL BE CHARGED AT 1.0% PER MONTH ON ACCOUNT UNPAID  
30 DAYS AFTER THE STATEMENT DATE (12% PER ANNUM).

## LEGEND

\* = No Tax

# = GST &amp; PST

No Symbol = GST Only

SAD-2

***McMillan Dubo Law Group***

#401 121 5th Avenue  
Kamloops, BC V2C 0M1 Canada  
Tel:778-765-1701 Fax:250-434-9485

**STATEMENT OF ACCOUNT**

C. Cheveldave & Associates Ltd.  
Suite 600-I  
235 1st Avenue  
Kamloops, BC  
V2C 3J4 Canada

Inv #: 14244  
April 30, 2023  
File #: 3901-101  
GST #: 722543527RT0001  
PST #: 1095-3882

**Attention:** Cecil Cheveldave

RE: Receivership of land owned by 1245946 B.C. Ltd. (Brookside)

**TO ALL PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE  
ABOVE-NOTED MATTER, INCLUDING:**

DATE	LAWYER	DESCRIPTION	HOURS
Apr-06-23	SAD	Communications with A. Prior; communications with C. Cheveldave	0.40
	RL	Review of communication from counsel, A. Prior (copy forwarded to client and C. Cheveldave); review communication received from C. Cheveldave; review communication received from client;	0.30
Apr-13-23	SAD	Communication with A. Prior; communication with C. Cheveldave	0.60
	LT	Review communications from C Cheveldave and receipt of updated receiver costs and borrowing; diarize for preparation of payout letter to A Prior	0.20
Apr-14-23	SAD	Communications with C. Cheveldave and review receivership costs calculations	0.50
Apr-17-23	SAD	Communication from C. Cheveldave with BMO payout amount; communication to A. Prior providing amounts outstanding for receivership and Harbourfront mortgage to April 28th; without prejudice communication to A. Prior; communication to K. Burnham	1.00
	LT	Communications from C Cheveldave and receipt of BMO payout information; review communications with A Prior regarding payout for informational purposes	0.30
Apr-19-23	SAD	Communications with A. Prior; communications with C. Cheveldave	0.50

	LT	Review communications with P Robertson and C Cheveldave confirming no further contact from A Prior; communications from P Robertson regarding next steps; review communications from A Prior and receipt of contract of purchase and sale; diarize for response to Prior; review communications with client	0.30
Apr-24-23	SAD	Communication from C. Cheveldave regarding contract forwarded by Mr. Starke (same contract as previously sent)	0.20
	LT	Review communications from C Cheveldave and receipt of Contract of Purchase and Sale from R Starke; review Contract of Purchase and Sale; review further communications with C Cheveldave confirming the contract is the same contract provided by A Prior;	0.30

TO ALL OTHER ATTENDANCES, WORK AND SERVICES PERFORMED ON YOUR BEHALF.

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#### BILLING SUMMARY

Initial	Hours	Rate	Amount
SAD	3.20	\$375.00	\$1,200.00
RL	0.30	\$150.00	\$45.00
LT	1.10	\$150.00	\$165.00
	<hr/> 4.60		<hr/> \$1,410.00
	GST/HST payable on Fees		70.50
	Sales Tax payable on Fees		98.70

#### DISBURSEMENTS

Photocopies/Copies#	13.00
Total Disbursements	<hr/> \$13.00
GST/HST payable on Disbursements	0.65
Sales Tax payable on Disbursements	0.91

<b>Total Fees, Disbursements and Taxes</b>	<hr/> <b>\$1,593.76</b>
--------------------------------------------	-------------------------

**TOTAL DUE AND OWING**

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**\$1,593.76**

MCMILLAN DUBO LLP

Per:



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Sherryl Dubo

PAYMENT IS DUE UPON RECEIPT. INTEREST WILL BE CHARGED AT 1.0% PER MONTH ON ACCOUNT UNPAID  
30 DAYS AFTER THE STATEMENT DATE (12% PER ANNUM).

## LEGEND

\* = No Tax

# = GST &amp; PST

No Symbol = GST Only

SAD-2

***McMillan Dubo Law Group***

#401 121 5th Avenue  
Kamloops, BC V2C 0M1 Canada  
Tel:778-765-1701 Fax:250-434-9485

**STATEMENT OF ACCOUNT**

C. Cheveldave & Associates Ltd.  
Suite 600-I  
235 1st Avenue  
Kamloops, BC  
V2C 3J4 Canada

Inv #: 14616  
June 30, 2023  
File #: 3901-101  
GST #: 722543527RT0001  
PST #: 1095-3882

**Attention:** Cecil Cheveldave

RE: Receivership of land owned by 1245946 B.C. Ltd. (Brookside)

**TO ALL PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE  
ABOVE-NOTED MATTER, INCLUDING:**

DATE	LAWYER	DESCRIPTION	HOURS
May-03-23	SAD	Communications with C. Cheveldave confirming no further contact from A. Prior or R. Starke	0.20
May-17-23	SAD	Communication to receiver	0.20
May-18-23	SAD	Communications with C. Cheveldave	0.20
Jun-08-23	SAD	Communication from R. Deacon (realtor) with GST inquiry; communication from C. Cheveldave; communication from R. Deacon and receipt/review letter of intent from Remax (Mike Kirk)	0.40
	SAD	Consider REDMA impact on purchaser writing 6 separate contracts	0.30
Jun-09-23	SAD	Communications with C. Cheveldave regarding REDMA considerations	0.30
Jun-15-23	SAD	Communication from C. Cheveldave regarding inquiries by potential purchaser	0.20
	LT	Receipt of communications between C Cheveldave and counsel for potential purchaser regarding possible offer; diarize for receipt of offer	0.20
Jun-16-23	SAD	Communications with counsel for potential purchaser; communication to C. Cheveldave	0.20
Jun-19-23	SAD	Communication from Doak Shirreff with inquiries; communication to C. Cheveldave with draft responses	0.30

Jun-20-23	SAD	Communication to Doak Shirreff responding to inquiries about potential purchase	0.20
Jun-26-23	SAD	Communication from C. Cheveldave with offer to purchase 6 units	0.20
Jun-27-23	SAD	Communications with C. Cheveldave - offer too low	0.20

TO ALL OTHER ATTENDANCES, WORK AND SERVICES PERFORMED ON YOUR BEHALF.

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**BILLING SUMMARY**

Initial	Hours	Rate	Amount
SAD	2.90	\$375.00	\$1,087.50
LT	0.20	\$150.00	\$30.00
	<hr/> 3.10		<hr/> \$1,117.50
	GST/HST payable on Fees		55.88
	Sales Tax payable on Fees		78.23

**DISBURSEMENTS**

Photocopies/Copies#	12.25
Total Disbursements	<hr/> \$12.25
GST/HST payable on Disbursements	0.61
Sales Tax payable on Disbursements	0.86

**Total Fees, Disbursements and Taxes** 

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\$1,265.33

**TOTAL DUE AND OWING** 

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\$1,265.33

MCMILLAN DUBO LLP

Per:

Sherryl Dubo

Sherryl Dubo

PAYMENT IS DUE UPON RECEIPT. INTEREST WILL BE CHARGED AT 1.0% PER MONTH ON ACCOUNT UNPAID 30 DAYS AFTER THE STATEMENT DATE (12% PER ANNUM).

LEGEND

\* = No Tax

# = GST & PST

No Symbol = GST Only

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