



Form 109 (Rule 22-2(2) and (7))

This is the 1st Affidavit  
of Alison Colpitts in this case  
and was made on September 14, 2021

No. B-200284  
Estate No. 11-2650763  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY**

**IN THE MATTER OF THE BANKRUPTCIES OF  
CONIAN DEVELOPMENTS INC.**

**AFFIDAVIT**

I, Alison Colpitts, of 900 – 885 West Georgia Street, Vancouver, British Columbia,  
Lawyer, AFFIRM THAT:

1. I am a lawyer with the law firm of Clark Wilson LLP, counsel for the trustee  
in bankruptcy in these bankruptcy proceedings, McEown and Associates Ltd., and as  
such have personal knowledge of the facts and matters herein deposed to save and  
except where the same are stated to be based on information and belief and where so  
stated I verily believe the same to be true.

2. Attached as **Exhibit "A"** to this Affidavit is a true copy of the Affidavit of John McEown, sworn September 13, 2021.

AFFIRMED BEFORE ME  
at Vancouver, British Columbia,  
on September 14, 2021



\_\_\_\_\_  
A Commissioner for taking Affidavits for  
the Province of British Columbia

Nick Carlson  
CLARK WILSON LLP  
900 – 885 West Georgia Street  
Vancouver, BC V6C 3H1  
604.687.5700

  
\_\_\_\_\_  
**ALISON COLPITTS**

This is Exhibit   A   referred to in the affidavit of

  Alison Colpitts   affirmed

before me on   14/Sep/2021   (dd/mmm/yyyy)

 Mick Carlson

A Commissioner for taking Affidavits  
within British Columbia

This is the 1st Affidavit  
of John McEown in this case  
and was made on 13/09/2021

Nos. B-200284  
B-200285  
B-200286  
B-200287

Vancouver Registry

Estate Nos. 11-2650763  
11-2650762  
11-2650761  
11-2650764

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY**

**IN THE MATTER OF THE BANKRUPTCIES OF  
CONIAN DEVELOPMENTS INC.,  
CONIAN DEVELOPMENTS (LA VODA) INC.,  
CONIAN DEVELOPMENTS (LA VODA II) INC. AND  
FLII CONSTRUCTION LTD.**

**AFFIDAVIT**

I, John McEown, Chartered Accountant, Chartered Insolvency and Restructuring Professional and Licensed Insolvency Trustee, of 110 – 744 West Hastings, Vancouver, British Columbia, SWEAR THAT:

1. I am a Licensed Insolvency Trustee with the firm of McEown and Associates Ltd., the trustee in bankruptcy in these bankruptcy proceedings (the "Trustee"), and as such have personal knowledge of the facts and matters herein deposed to save and except where the same are stated to be based on information and belief and where so stated I verily believe the same to be true.

2. Conian Developments Inc. ("Conian") is a company which was incorporated in British Columbia on January 17, 2007 for the purpose of acquiring and

developing a multi-residential rental complex located on King George Highway in Surrey, BC (the "La Voda Project").

3. Conian, through its wholly owned subsidiaries, Conian Developments (La Voda) Inc. ("La Voda I") and Conian Developments (La Voda II) Inc. ("La Voda II"), acquired the lands for the La Voda Project. Construction of the first phase of the La Voda Project was commenced in 2016. Construction of the La Voda Project was ultimately performed through a related company, FLII Construction Ltd. ("FLII Construction", and together with Conian, La Voda I and La Voda II, the "Companies").

4. La Voda I is a company which was incorporated on November 2, 2004.

5. La Voda II is a company which was incorporated on September 6, 2018.

6. FLII Construction is a company which was incorporated on April 5, 2017.

7. Construction of the La Voda Project ceased in April 2020. This was primarily due to the Companies' inability to arrange further construction financing, although the COVID-19 pandemic also contributed to the cessation of construction.

8. On June 9, 2020, each of the Companies filed a Notice of Intention to Make a Proposal ("NOI") pursuant to paragraph 50.4(1) of the *Bankruptcy and Insolvency Act* ("BIA").

9. McEown and Associates Ltd. was appointed as proposal trustee in each of the NOI proceedings.

10. On July 8, 2020, the Honorable Mr. Justice Sewell, on hearing a petition by Romspen Investment Corporation ("Romspen"), granted an order (the "Receivership Order") appointing The Bowra Group Inc. (the "Receiver") as receiver and manager of all the undertakings, property and assets of La Voda I and La Voda II, including all proceeds (the "Property"). Attached as Exhibit A to this affidavit is a copy of the Receivership Order.

11. On July 9, 2020, the Companies were each deemed to have made an assignment in bankruptcy as a result of the failure to file a proposal within the required period in the NOI proceedings. McEown and Associates Ltd. was appointed as the Trustee for each of the Companies.

12. The Receivership Order empowered the Receiver to sell, convey, transfer, lease, or assign the Property or any part or parts thereof out of the ordinary course of business without court approval in respect of a single transaction for consideration up to \$250,000, provided the aggregate consideration of such transactions did not exceed \$750,000 and with court approval in respect of any transaction in which the individual or aggregate purchase price exceeds such limits.

13. La Voda I and La Voda II owned the lands and premises on which the La Voda Project was being constructed, located at 11077, 11037 – 11069 Ravine Road &

11054 – 11080 132nd Street, Surrey, BC (the "**Project Lands**"). Attached as Exhibit B to this affidavit are copies of title searches for the Project Lands dated July 26, 2021.

14. The Project Lands owned by La Voda I (the "**La Voda I Lands**") are subject to two mortgages. The first mortgagee is Romspen and the second mortgagee is Ajit Singh Gill.

15. The Project Lands owned by La Voda II (the "**La Voda II Lands**") are subject to two other mortgages. The first mortgagee is Romspen, which has a different mortgage over the La Voda II Lands than the La Voda I Lands, and the second mortgagee is CBA Enterprises Ltd. ("**CBA**").

16. Several builder's liens were filed against the Project Lands from work done on the La Voda Project (the "**Liens**") by various subcontractors (the "**Lien Claimants**").

17. In the Trustee's Preliminary Report to Creditors dated July 20, 2020 in these bankruptcy proceedings (the "**Trustee's Report**"), I made several observations about the Companies and their assets. Attached to this affidavit as Exhibit C is the Trustee's Report.

18. I am informed by the Receiver's Notice of Application filed October 2, 2020 in the receivership proceeding with Vancouver Action Number S-206552 (the "**October 2 NOA**"), and I verily believe that the Receiver retained Cushman & Wakefield ULC ("**Cushman**") as the listing agent of the Project Lands on August 12, 2020, and that starting on the same date, Cushman listed the Project Lands and began a marketing campaign to sell them. Attached as Exhibit D to this affidavit is a copy of the October 2 NOA.

19. I am informed by the October 2 NOA and I verily believe that on September 22, 2020, Cushman received an offer from 1266833 B.C. Ltd., which has since changed its name to Quadra Holdings (King George) Ltd. ("**Quadra**").

20. On September 23, 2020, after negotiations involving several counteroffers, the Receiver accepted this offer.

21. The Honourable Madam Justice Morellato granted orders on November 2, 2020 (the "**November 2 Order**") and December 15, 2020 (the "**December 15 Order**"), and together with the November 2 Order, the "**Orders**") approving the sale of the Project Lands to Quadra for \$35,105,000. Attached as Exhibit E to this affidavit is a copy of the November 2 Order and attached as Exhibit F to this affidavit is a copy of the December 15 Order.

22. The proceeds of sale of the Project Lands (the "Proceeds") are substantially the Companies' only asset. After the sale completed, the Proceeds were paid out according to the priorities laid out in the Orders. The Trustee currently holds the rest of the Proceeds in trust pending further order of the Court.

23. On or around April 19, 2021, counsel for the Trustee sent a letter to the Lien Claimants advising that the Trustee consented to lift the stay of proceedings imposed under s. 69.3(1) of the BIA to ensure the Lien Claimants had the opportunity to file a notice of civil claim for their Liens as required by the *Builders Lien Act*, and urging the Lien Claimants to file their notices of civil claim before the expiry of the one-year limitation period imposed under s. 33 of the *Builder's Lien Act*. This letter is attached as Exhibit G to this affidavit.

24. Since around this time, the Trustee has reviewed the Liens to assess the amounts secured by them. Attached to this affidavit as Exhibit H are copies of the Liens and Notices of Civil Claim filed with respect to each Lien.

25. Most of the Lien Claimants filed notices of civil claim to preserve their Liens, however, some did not and therefore are unsecured.

26. After sale of the Project Lands, the Liens were discharged against the Project Lands and replaced with security over the Proceeds.

27. CBA Enterprises Ltd. ("CBA"), the second mortgagee on the La Voda II Lands, has not yet been paid out on its mortgage. The Orders provide that such payment is to be made from the Proceeds allocated to the La Voda II Lands, and that until an allocation of the Proceeds has been ordered, the Receiver will hold the amount required to pay CBA's mortgage together with another two months' interest.

28. The Trustee has substantially completed its review of the claims submitted by the Lien Claimants and is in a position to pay out those lien claims from the Security it holds (the "Approved Lien Payout"). The Trustee expects to still review several more lien claims, however, and intends to disburse funds to pay out each additional approved lien claim in accordance with the proposed order. Attached as Exhibit I to this affidavit is a list of the Lien Claimants and the amounts of their claims approved for the purposes of the Approved Lien Payout.

29. Paragraph 7(g) of the November 2 Order, as amended by paragraph 6(c) of the December 15 Order, provides that the Security and residual funds are to be held in trust by the Trustee pending further order of this Honourable Court.

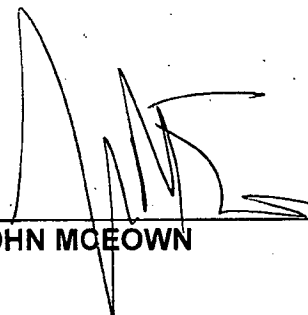
30. In order to ensure that the Approved Lien Payout does not attract the levy that would otherwise be payable to the Office of the Superintendent of Bankruptcy (the "OSB"), it is proposed that the Trustee be authorized and directed to pay the Approved Lien Payout directly to the Receiver, who will in turn disburse the funds to the Lien Claimants in accordance with the Approved Lien Payout.

31. I am informed by the OSB and the Receiver, respectively, and I verily believe that the OSB and the Receiver do not oppose the transfer of the Approved Lien Payout to the Receiver, and that the Receiver is prepared to accept and disburse funds in accordance with the Approved Lien Payout assuming the Court so orders.

SWORN BEFORE ME  
at Vancouver, British Columbia,  
on 13/09/2021

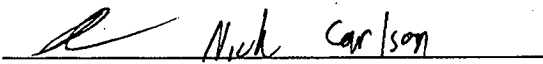


\_\_\_\_\_  
A Commissioner for taking Affidavits for British  
Columbia  
Nicholas J. Carlson  
Clark Wilson LLP  
900 – 885 West Georgia Street  
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(604) 687-5700



\_\_\_\_\_  
**JOHN MCEOWN**




This is Exhibit  A  referred to in the affidavit of  
 John McEown  sworn (or affirmed)  
before me on  13/Sep/2021  (dd/mmm/yyyy)  
  
A Commissioner for taking Affidavits  
within British Columbia

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

JUL 08 2020

ENTERED



BETWEEN:

No. VLC-S-S-206552  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

ROMSPEN INVESTMENT CORPORATION

Petitioner

AND:

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

Respondents

**ORDER MADE AFTER APPLICATION**

BEFORE THE HONOURABLE )  
MR JUSTICE SEWELL ) 08/JUL/2020  
)  
)

ON THE APPLICATION of the petitioner, Romspen Investment Corporation, for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "LEA") appointing The Bowra Group Inc. as Receiver and Manager (in such capacity, the

“Receiver”) without security, of all of the assets, undertakings and property of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc. (together, the “Debtors”) acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavits #1 of W. Roitman, A.L. Hooper and L. Grillandini, the consent of The Bowra Group Inc. to act as the Receiver and the other materials filed herein; AND ON HEARING Scott H. Stephens, counsel for the petitioner and other counsel as listed on Schedule “A” hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

#### APPOINTMENT

1. The time for service of the petition, notice of hearing and affidavits #1 of W. Roitman, A.L. Hooper and L. Grillandini is abridged such that the petition is properly returnable on July 8, 2020 and service of the said documents is hereby declared to be good and sufficient and no other person is required to have been served.
2. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA The Bowra Group Inc. is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtors, including all proceeds (the “Property”).

#### RECEIVER’S POWERS

3. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
  - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
  - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including, without limitation, those conferred by this Order;

- (e) to take such actions as the Receiver considers prudent or necessary for the repair, protection, construction and/or completion of any improvements on the lands included in the Property;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (k) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (l) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (m) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of a single transaction for consideration up to \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$750,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;
- (n) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;

- 4 -

- (o) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (r) to enter into agreements with any Licensed Insolvency Trustee appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (u) to receive further advances of the petitioner's loans to the Debtors, or either of them, limited to the amount of \$600,000 subject to further order (\$200,000 for the Receiver's fees and disbursements and \$400,000 for the Receiver's other borrowings), for the purposes of carrying on the Receiver's duties pursuant hereto, which advances from the petitioner to the Receiver shall be secured by the petitioner's mortgage(s) and repayable to the petitioner in full priority to the claims of all respondents herein and all other creditors, including secured creditors, including persons who have registered or may register Claims of Builders Lien, pursuant to s. 32(5) of the *Builders Lien Act*, S.B.C. 1997, c. 45 and ss. 31(1) and 243(6) of the BIA,

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 Debtors, and without interference from any other Person.

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

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

5. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "Records") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
6. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the 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**

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

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

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

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

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

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

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.
12. Any person who has provided policies of insurance or indemnities (including warranties) at the request of the Receiver shall be required to continue or renew such policy of insurance or indemnity following the date of this Order provided that the Receiver makes payment of the premium (on the usual commercial terms) as if this proceeding had not been commenced.

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be

opened by the Receiver (the "Post-Receivership Accounts") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

#### EMPLOYEES

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

#### PERSONAL INFORMATION

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

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

17. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "Environmental Legislation"),



provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

18. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
19. 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.
20. Notwithstanding anything in federal or provincial law, but subject to paragraph 19 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

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

21. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
  - (a) any gross negligence or wilful misconduct on its part; or
  - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

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

22. The Receiver and its legal counsel, if any, are granted a charge (the "Receiver's Charge"), limited to the amount of \$200,000 subject to further order, on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. 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.
24. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands:
  - (a) against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court;
  - (b) in payment of any charges for taxes, utilities, or insurance premiums which relate to any of the Property; and
  - (c) in reduction and/or repayment of the amounts owing under the petitioner's mortgages and, subsequent to repayment of the petitioner in full, to the respondent mortgagees in reduction and/or repayment of the amounts owing under their respective mortgages.

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

25. The Receiver is authorized and empowered to borrow monies, in addition to its borrowings for its fees and disbursements, limited to the amount of \$400,000 subject to further order, standing in the place and stead of the Debtors, from the petitioner on the terms and conditions of its mortgages, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. In addition to being secured by the petitioner's mortgages, the whole of the Property shall be and is charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies advanced to the Receiver by the petitioner, 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.
26. The Receiver's Borrowings Charge shall not be enforced without leave of this Court.

#### **ALLOCATION**

27. To the extent not secured by and repaid in accordance with the terms of the petitioner's mortgages, any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

#### **SERVICE AND NOTICE OF MATERIALS**

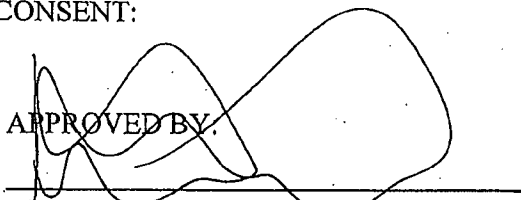
28. The Receiver shall establish and maintain a website in respect of these proceedings at: <https://www.bowragroup.com/engagements> (the "Website") and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the petitioner a demand for notice in the form attached as Schedule B (the "Demand for Notice"). The Receiver and the petitioner need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the petitioner from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "Service List"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
32. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

**GENERAL**

34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as Licensed Insolvency Trustee of the Debtors or either of them.
37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
39. The petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the petitioners' security or, if not so provided by the petitioners' security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors's estate with such priority and at such time as this Court may determine.
40. Endorsement of this Order by counsel appearing on this application other than the petitioner is dispensed with.

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

APPROVED BY:



Signature of Scott H. Stephens,  
lawyer for the petitioner, Romspen Investment  
Corporation

BY THE COURT



DISTRICT REGISTRAR

## SCHEDULE "A"

| <b>Counsel/Person Appearing</b> | <b>Party Represented</b>   |
|---------------------------------|--|
| Scott H. Stephens               | Romspen Investment Corporation   |
| Vicki Tickle                    | Ajit Gill  |
| Meldon Ellis                    | Conian Developments (La Voda) Inc., Conian Developments (La Voda II) Inc., Conian Developments Ltd., Rana Wasif Khaliq, Robina Khan and BC Currency Exchange |
| Scott Turner                    | Kuzco Lighting Inc.  |
| Dan Nugent                      | Exchange Bank of Canada  |
| John Grieve                     | HSBC Bank (Canada)   |
| Philip Di Tomaso                | Rona Inc.  |
| Katie Mak                       | McEown & Associates Ltd.   |
| William Skelly                  | Brar Natural Flour Milling (BC) Inc. and House of Sher 2018 Ltd.   |
| Raman Atwal                     | Active Pharma Inc. and Ritu Karma Enterprises Corp.  |
|                                 |  |
| Chris Moore                     | ESR Electric Ltd.  |
| Adnan N. Habib                  | Pacific Edge Forming 2016 Ltd, AAA Plumbing & Heating Ltd., DJ Masonry Ltd and Profit Structures (2007) Ltd.   |
| Lisa Hiebert                    | Malkiat Gill   |
| Jeremy West                     | 0711655 BC Limited   |
|                                 |  |
|                                 |  |

Schedule "B"

Demand for Notice

TO: Romspen Investment Corproation  
c/o Owen Bird Law Corporation  
Attention: Scott H. Stephens  
Email: sstephens@owenbird.com

AND TO: The Bowra Group Inc.  
Attention: Mario Mainella  
Email: mmainella@bowragroup.com

Re: In the matter of the Receivership of Conian Developments (La Voda) Inc. and  
Conian Developments (La Voda II) Inc.

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

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

\_\_\_\_\_

OR

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

\_\_\_\_\_

OR

- 3. By mail, at the following address:

\_\_\_\_\_

Name of Creditor: \_\_\_\_\_

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

Creditor's Contact Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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No. VLC-S-S-206552  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Petitioner

AND:

CONIAN DEVELOPMENTS (LA VODA) INC. et al

Respondents

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**ORDER MADE AFTER APPLICATION**

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**OWEN BIRD LAW CORPORATION**

P.O. Box 49130

Three Bentall Centre

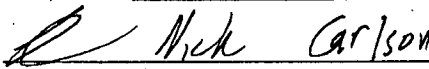
2900 - 595 Burrard Street

Vancouver, BC V7X 1J5

Attention: Scott H. Stephens

File No. 30354-0026

This is Exhibit  B  referred to in the affidavit of  
 John McEown  sworn (or affirmed)  
before me on  13/Sep/2021  (dd/mmm/yyyy)

 \_\_\_\_\_

A Commissioner for taking Affidavits  
within British Columbia



**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$217560

2021-07-26<sup>17</sup>, 09:09:55

Requestor: Deborah Hamann-Trou

**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

**Land Title District**  
Land Title Office

NEW WESTMINSTER  
NEW WESTMINSTER

**Title Number**  
From Title Number

CA8657423  
CA7263182

**Application Received**

2020-12-17

**Application Entered**

2021-01-18

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

QUADRA HOLDINGS (KING GEORGE) LTD., INC.NO. BC1266833  
201, 3550 MT LEHMAN ROAD  
ABBOTSFORD, BC  
V4X 2M9

**Taxation Authority**

Surrey, City of

**Description of Land**

Parcel Identifier:

011-362-596

Legal Description:

LOT 3, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027; SECTION 15 BLOCK 5 NORTH  
RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 8791

**Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8788700  
FILED 2021-02-22

**Charges, Liens and Interests**

Nature:

MORTGAGE

Registration Number:

CA8657658

Registration Date and Time:

2020-12-17 16:07

Registered Owner:

HENRY SCHROEDER FOUNDATION  
INCORPORATION NO. S0057321  
EMCO INVESTMENTS LIMITED  
INCORPORATION NO. BC1231973

Remarks:

INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$217560

2021-07-26<sup>18</sup>, 09:09:55

Requestor: Deborah Hamann-Trou

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8657659  
 Registration Date and Time: 2020-12-17 16:07  
 Registered Owner: HENRY SCHROEDER FOUNDATION  
 INCORPORATION NO. S0057321  
 EMCO INVESTMENTS LIMITED  
 INCORPORATION NO. BC1231973  
 Remarks: INTER ALIA

Nature: MORTGAGE  
 Registration Number: CA8810476  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8810477  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812744  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810476 PRIORITY OVER CA8657658 AND  
 CA8657659

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812745  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810477 PRIORITY OVER CA8657658 AND  
 CA8657659

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**Corrections** NONE

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$860512

2021-07-26<sup>19</sup>, 09:09:55

Requestor: Deborah Hamann-Trou

**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

**Land Title District** NEW WESTMINSTER  
 Land Title Office NEW WESTMINSTER

**Title Number** CA8657422  
 From Title Number CA7263181

**Application Received** 2020-12-17

**Application Entered** 2021-01-18

**Registered Owner in Fee Simple**  
 Registered Owner/Mailing Address: QUADRA HOLDINGS (KING GEORGE) LTD., INC.NO. BC1266833  
 201, 3550 MT LEHMAN ROAD  
 ABBOTSFORD, BC  
 V4X 2M9

**Taxation Authority** Surrey, City of

**Description of Land**  
 Parcel Identifier: 011-362-588  
 Legal Description:  
 LOT 2, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION 15 BLOCK 5 NORTH  
 RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 8791

**Legal Notations**  
 NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8788700  
 FILED 2021-02-22

**Charges, Liens and Interests**  
 Nature: MORTGAGE  
 Registration Number: CA8657658  
 Registration Date and Time: 2020-12-17 16:07  
 Registered Owner: HENRY SCHROEDER FOUNDATION  
 INCORPORATION NO. S0057321  
 EMCO INVESTMENTS LIMITED  
 INCORPORATION NO. BC1231973

Remarks: INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$860512

20  
2021-07-26, 09:09:55

Requestor: Deborah Hamann-Trou

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8657659  
 Registration Date and Time: 2020-12-17 16:07  
 Registered Owner: HENRY SCHROEDER FOUNDATION  
 INCORPORATION NO. S0057321  
 EMCO INVESTMENTS LIMITED  
 INCORPORATION NO. BC1231973  
 Remarks: INTER ALIA

Nature: MORTGAGE  
 Registration Number: CA8810476  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8810477  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812744  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810476 PRIORITY OVER CA8657658 AND  
 CA8657659

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812745  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810477 PRIORITY OVER CA8657658 AND  
 CA8657659

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**Corrections** NONE

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$665062

2021-07-26<sup>21</sup>, 09:09:55

Requestor: Deborah Hamann-Trou

**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

**Land Title District** NEW WESTMINSTER  
Land Title Office NEW WESTMINSTER

**Title Number** CA8657421  
From Title Number CA7263180

**Application Received** 2020-12-17

**Application Entered** 2021-01-18

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: QUADRA HOLDINGS (KING GEORGE) LTD., INC.NO. BC1266833  
201, 3550 MT LEHMAN ROAD  
ABBOTSFORD, BC  
V4X 2M9

**Taxation Authority** Surrey, City of

**Description of Land**  
Parcel Identifier: 000-674-672  
Legal Description:  
LOT 1, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION 15 BLOCK 5 NORTH  
RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 8791

**Legal Notations**  
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8788700  
FILED 2021-02-22

**Charges, Liens and Interests**  
Nature: MORTGAGE  
Registration Number: CA8657658  
Registration Date and Time: 2020-12-17 16:07  
Registered Owner: HENRY SCHROEDER FOUNDATION  
INCORPORATION NO. S0057321  
EMCO INVESTMENTS LIMITED  
INCORPORATION NO. BC1231973  
Remarks: INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$665062

2021-07-26<sup>22</sup> 09:09:55

Requestor: Deborah Hamann-Trou

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8657659  
 Registration Date and Time: 2020-12-17 16:07  
 Registered Owner: HENRY SCHROEDER FOUNDATION  
 INCORPORATION NO. S0057321  
 EMCO INVESTMENTS LIMITED  
 INCORPORATION NO. BC1231973  
 Remarks: INTER ALIA

Nature: MORTGAGE  
 Registration Number: CA8810476  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8810477  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812744  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810476 PRIORITY OVER CA8657658 AND  
 CA8657659

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812745  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810477 PRIORITY OVER CA8657658 AND  
 CA8657659

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**Corrections** NONE

**TITLE SEARCH PRINT**

2021-07-26<sup>23</sup>, 09:09:55

File Reference: 48989-0003

Requestor: Deborah Hamann-Trou

Declared Value \$2800865

**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

**Land Title District** NEW WESTMINSTER  
 Land Title Office NEW WESTMINSTER

**Title Number** CA8657420  
 From Title Number CA7263183

**Application Received** 2020-12-17

**Application Entered** 2021-01-18

**Registered Owner in Fee Simple**  
 Registered Owner/Mailing Address: QUADRA HOLDINGS (KING GEORGE) LTD., INC.NO. BC1266833  
 201, 3550 MT LEHMAN ROAD  
 ABBOTSFORD, BC  
 V4X 2M9

**Taxation Authority** Surrey, City of

**Description of Land**  
 Parcel Identifier: 001-427-288  
 Legal Description:  
 LOT 3 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT  
 PLAN 9739

**Legal Notations**  
 NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8788700  
 FILED 2021-02-22

**Charges, Liens and Interests**  
 Nature: MORTGAGE  
 Registration Number: CA8657658  
 Registration Date and Time: 2020-12-17 16:07  
 Registered Owner: HENRY SCHROEDER FOUNDATION  
 INCORPORATION NO. S0057321  
 EMCO INVESTMENTS LIMITED  
 INCORPORATION NO. BC1231973

Remarks: INTER ALIA

**TITLE SEARCH PRINT**

2021-07-26<sup>24</sup> 09:09:55

File Reference: 48989-0003

Requestor: Deborah Hamann-Trou

Declared Value \$2800865

|                             |   |
|-----------------------------|---|
| Nature:                     | ASSIGNMENT OF RENTS   |
| Registration Number:        | CA8657659   |
| Registration Date and Time: | 2020-12-17 16:07  |
| Registered Owner:           | HENRY SCHROEDER FOUNDATION<br>INCORPORATION NO. S0057321<br>EMCO INVESTMENTS LIMITED<br>INCORPORATION NO. BC1231973 |

|          |            |
|----------|------------|
| Remarks: | INTER ALIA |
|----------|------------|

|                             |  |
|-----------------------------|--|
| Nature:                     | MORTGAGE   |
| Registration Number:        | CA8810476  |
| Registration Date and Time: | 2021-03-01 16:16                                       |
| Registered Owner:           | MCAP FINANCIAL CORPORATION<br>INCORPORATION NO. A62340 |

|          |            |
|----------|------------|
| Remarks: | INTER ALIA |
|----------|------------|

|                             |  |
|-----------------------------|--|
| Nature:                     | ASSIGNMENT OF RENTS                                    |
| Registration Number:        | CA8810477  |
| Registration Date and Time: | 2021-03-01 16:16                                       |
| Registered Owner:           | MCAP FINANCIAL CORPORATION<br>INCORPORATION NO. A62340 |

|          |            |
|----------|------------|
| Remarks: | INTER ALIA |
|----------|------------|

|                             |                    |
|-----------------------------|--------------------|
| Nature:                     | PRIORITY AGREEMENT |
| Registration Number:        | CA8812744          |
| Registration Date and Time: | 2021-03-02 13:08   |
| Remarks:                    | INTER ALIA         |

GRANTING CA8810476 PRIORITY OVER CA8657658 AND CA8657659

|                             |                    |
|-----------------------------|--------------------|
| Nature:                     | PRIORITY AGREEMENT |
| Registration Number:        | CA8812745          |
| Registration Date and Time: | 2021-03-02 13:08   |
| Remarks:                    | INTER ALIA         |

GRANTING CA8810477 PRIORITY OVER CA8657658 AND CA8657659

|                                     |                  |
|-------------------------------------|------------------|
| <b>Duplicate Indefeasible Title</b> | NONE OUTSTANDING |
|-------------------------------------|------------------|

|                  |      |
|------------------|------|
| <b>Transfers</b> | NONE |
|------------------|------|

|                             |      |
|-----------------------------|------|
| <b>Pending Applications</b> | NONE |
|-----------------------------|------|

|                    |      |
|--------------------|------|
| <b>Corrections</b> | NONE |
|--------------------|------|



**TITLE SEARCH PRINT**

25  
2021-07-26, 09:09:55

File Reference: 48989-0003

Requestor: Deborah Hamann-Trou

Declared Value \$2595686

**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

**Land Title District** NEW WESTMINSTER  
**Land Title Office** NEW WESTMINSTER

**Title Number** CA8657419  
**From Title Number** CA7263184

**Application Received** 2020-12-17

**Application Entered** 2021-01-18

**Registered Owner in Fee Simple**  
**Registered Owner/Mailing Address:** QUADRA HOLDINGS (KING GEORGE) LTD., INC.NO. BC1266833  
201, 3550 MT LEHMAN ROAD  
ABBOTSFORD, BC  
V4X 2M9

**Taxation Authority** Surrey, City of

**Description of Land**  
**Parcel Identifier:** 011-422-203  
**Legal Description:**  
LOT 4 SECTION 15.BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT  
PLAN 9739

**Legal Notations**  
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8788700  
FILED 2021-02-22

**Charges, Liens and Interests**  
**Nature:** MORTGAGE  
**Registration Number:** CA8657658  
**Registration Date and Time:** 2020-12-17 16:07  
**Registered Owner:** HENRY SCHROEDER FOUNDATION  
INCORPORATION NO. S0057321  
EMCO INVESTMENTS LIMITED  
INCORPORATION NO. BC1231973  
**Remarks:** INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$2595686

26  
2021-07-26, 09:09:55

Requestor: Deborah Hamann-Trou

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8657659  
 Registration Date and Time: 2020-12-17 16:07  
 Registered Owner: HENRY SCHROEDER FOUNDATION  
 INCORPORATION NO. S0057321  
 EMCO INVESTMENTS LIMITED  
 INCORPORATION NO. BC1231973  
 Remarks: INTER ALIA

Nature: MORTGAGE  
 Registration Number: CA8810476  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8810477  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812744  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810476 PRIORITY OVER CA8657658 AND  
 CA8657659

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812745  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810477 PRIORITY OVER CA8657658 AND  
 CA8657659

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**Corrections** NONE

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$2438265

2021-07-26<sup>27</sup>, 09:09:55

Requestor: Deborah Hamann-Trou

**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

**Land Title District**  
Land Title Office

NEW WESTMINSTER  
NEW WESTMINSTER

**Title Number**  
From Title Number

CA8657418  
CA7263185

**Application Received**

2020-12-17

**Application Entered**

2021-01-18

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

QUADRA HOLDINGS (KING GEORGE) LTD., INC.NO. BC1266833  
201, 3550 MT LEHMAN ROAD  
ABBOTSFORD, BC  
V4X 2M9

**Taxation Authority**

Surrey, City of

**Description of Land**

Parcel Identifier:

011-422-220

Legal Description:

LOT 5 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT  
PLAN 9739

**Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8788700  
FILED 2021-02-22

**Charges, Liens and Interests**

Nature:

MORTGAGE

Registration Number:

CA8657658

Registration Date and Time:

2020-12-17 16:07

Registered Owner:

HENRY SCHROEDER FOUNDATION  
INCORPORATION NO. S0057321  
EMCO INVESTMENTS LIMITED  
INCORPORATION NO. BC1231973

Remarks:

INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$2438265

2021-07-26<sup>28</sup>, 09:09:55

Requestor: Deborah Hamann-Trou

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8657659  
 Registration Date and Time: 2020-12-17 16:07  
 Registered Owner: HENRY SCHROEDER FOUNDATION  
 INCORPORATION NO. S0057321  
 EMCO INVESTMENTS LIMITED  
 INCORPORATION NO. BC1231973  
 Remarks: INTER ALIA

Nature: MORTGAGE  
 Registration Number: CA8810476  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8810477  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812744  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810476 PRIORITY OVER CA8657658 AND  
 CA8657659

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812745  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810477 PRIORITY OVER CA8657658 AND  
 CA8657659

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**Corrections** NONE

**TITLE SEARCH PRINT**

2021-07-26<sup>29</sup> 09:09:54

File Reference: 48989-0003

Requestor: Deborah Hamann-Trou

Declared Value \$2463912

**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

**Land Title District**  
Land Title Office

NEW WESTMINSTER  
NEW WESTMINSTER

**Title Number**  
From Title Number

CA8657417  
CA7263179

**Application Received**

2020-12-17

**Application Entered**

2021-01-18

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

QUADRA HOLDINGS (KING GEORGE) LTD., INC.NO. BC1266833  
201, 3550 MT LEHMAN ROAD  
ABBOTSFORD, BC  
V4X 2M9

**Taxation Authority**

Surrey, City of

**Description of Land**

Parcel Identifier:

007-131-895

Legal Description:

LOT 80 EXCEPT: PARCEL H (BYLAW PLAN 87021) SECTION 15 BLOCK 5 NORTH RANGE 2  
WEST NEW WESTMINSTER DISTRICT PLAN 34840

**Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8788700  
FILED 2021-02-22

**Charges, Liens and Interests**

Nature:

MORTGAGE

Registration Number:

CA8657658

Registration Date and Time:

2020-12-17 16:07

Registered Owner:

HENRY SCHROEDER FOUNDATION  
INCORPORATION NO. S0057321  
EMCO INVESTMENTS LIMITED  
INCORPORATION NO. BC1231973

Remarks:

INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$2463912

2021-07-26<sup>30</sup>, 09:09:54

Requestor: Deborah Hamann-Trou

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8657659  
 Registration Date and Time: 2020-12-17 16:07  
 Registered Owner: HENRY SCHROEDER FOUNDATION  
 INCORPORATION NO. S0057321  
 EMCO INVESTMENTS LIMITED  
 INCORPORATION NO. BC1231973  
 Remarks: INTER ALIA

Nature: CLAIM OF BUILDERS LIEN  
 Registration Number: CA8721775  
 Registration Date and Time: 2021-01-21 14:58  
 Registered Owner: METRO FENCE & TOILET SERVICES LTD.  
 Remarks: INTER ALIA  
**Cancelled By: CA8930874**  
**Cancelled Date: 2021-04-19**

Nature: MORTGAGE  
 Registration Number: CA8810476  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA8810477  
 Registration Date and Time: 2021-03-01 16:16  
 Registered Owner: MCAP FINANCIAL CORPORATION  
 INCORPORATION NO. A62340  
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812744  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810476 PRIORITY OVER CA8657658 AND  
 CA8657659

Nature: PRIORITY AGREEMENT  
 Registration Number: CA8812745  
 Registration Date and Time: 2021-03-02 13:08  
 Remarks: INTER ALIA  
 GRANTING CA8810477 PRIORITY OVER CA8657658 AND  
 CA8657659

**Duplicate Infeasible Title** NONE OUTSTANDING

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$2463912

2021-07-26<sup>31</sup>, 09:09:54

Requestor: Deborah Hamann-Trou

**Transfers** NONE

**Pending Applications** NONE

**Corrections** NONE

**TITLE SEARCH PRINT**

2021-07-26<sup>32</sup> 09:09:54

File Reference: 48989-0003

Requestor: Deborah Hamann-Trou

Declared Value \$23063138

**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

**Land Title District** NEW WESTMINSTER  
Land Title Office NEW WESTMINSTER

**Title Number** CA8657416  
From Title Number CA7242616

**Application Received** 2020-12-17

**Application Entered** 2021-01-18

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: QUADRA HOLDINGS (KING GEORGE) LTD., INC.NO. BC1266833  
201, 3550 MT LEHMAN ROAD  
ABBOTSFORD, BC  
V4X 2M9

**Taxation Authority** Surrey, City of

**Description of Land**  
Parcel Identifier: 030-337-020  
Legal Description:  
LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP73667

**Legal Notations**  
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA6594349

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8788700  
FILED 2021-02-22

**Charges, Liens and Interests**  
Nature: UNDERSURFACE AND OTHER EXC & RES  
Registration Number: BB3049718  
Registration Date and Time: 2017-05-02 16:27  
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
Remarks: PURSUANT TO SECTION 50 LAND ACT SEE CA5937532  
AND SECTION 35 COMMUNITY CHARTER  
RIGHT OF RESUMPTION CANCELLED, SEE CA5974899  
PART FORMERLY THAT PART OF SECTION 15 SHONW ON  
PLAN EPP65732



**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$23063138

2021-07-26<sup>33</sup>, 09:09:54

Requestor: Deborah Hamann-Trou

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA6350987  
Registration Date and Time: 2017-10-04 16:35  
Registered Owner: CITY OF SURREY  
Remarks: PART ON PLAN EPP73666  
CONTAINING 24.9 SQUARE METRES

Nature: COVENANT  
Registration Number: CA6350989  
Registration Date and Time: 2017-10-04 16:35  
Registered Owner: CITY OF SURREY  
Remarks: PART FORMERLY LOT 2 SECTION 15 BLOCK 5 PLAN 9739

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA6350991  
Registration Date and Time: 2017-10-04 16:35  
Registered Owner: CITY OF SURREY  
Remarks: PART ON PLAN EPP73666  
CONTAINING 40.2 SQUARE METRES

Nature: COVENANT  
Registration Number: CA6350993  
Registration Date and Time: 2017-10-04 16:35  
Registered Owner: CITY OF SURREY  
Remarks: PART FORMERLY LOT 1 SECTION 15 BLOCK 5 PLAN 9739

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA6350999  
Registration Date and Time: 2017-10-04 16:35  
Registered Owner: CITY OF SURREY  
Remarks: PART ON PLAN EPP73666  
CONTAINING 9.0 SQUARE METRES

Nature: COVENANT  
Registration Number: CA6351001  
Registration Date and Time: 2017-10-04 16:35  
Registered Owner: CITY OF SURREY  
Remarks: PART FORMERLY LOT A SECTION 15 BLOCK 5 PLAN 13911

Nature: COVENANT  
Registration Number: CA6448010  
Registration Date and Time: 2017-11-16 12:18  
Registered Owner: CITY OF SURREY  
Remarks: PART FORMERLY LOT B SECTION 15 BLOCK 5 PLAN 13911

**TITLE SEARCH PRINT**

2021-07-26<sup>34</sup> 09:09:54

File Reference: 48989-0003

Requestor: Deborah Hamann-Trou

Declared Value \$23063138

Nature: COVENANT  
Registration Number: CA6448012  
Registration Date and Time: 2017-11-16 12:18  
Registered Owner: CITY OF SURREY  
Remarks: PART FORMERLY LOT B SECTION 15 BLOCK 5 PLAN 13911

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA6448016  
Registration Date and Time: 2017-11-16 12:18  
Registered Owner: CITY OF SURREY

Nature: COVENANT  
Registration Number: CA6448018  
Registration Date and Time: 2017-11-16 12:18  
Registered Owner: CITY OF SURREY

Nature: COVENANT  
Registration Number: CA6448020  
Registration Date and Time: 2017-11-16 12:18  
Registered Owner: CITY OF SURREY  
Remarks: PART ON PLAN EPP73896

Nature: COVENANT  
Registration Number: CA6448022  
Registration Date and Time: 2017-11-16 12:18  
Registered Owner: CITY OF SURREY

Nature: COVENANT  
Registration Number: CA6448024  
Registration Date and Time: 2017-11-16 12:18  
Registered Owner: CITY OF SURREY

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA6463135  
Registration Date and Time: 2017-11-23 12:05  
Registered Owner: CITY OF SURREY  
Remarks: PART IN PLAN EPP73666 CONTAINING 19.2 SQ M

Nature: COVENANT  
Registration Number: CA6463136  
Registration Date and Time: 2017-11-23 12:05  
Registered Owner: CITY OF SURREY  
Remarks: PART FORMERLY THAT PART OF SECTION 15 BLOCK 5 SHOWN ON PLAN EPP65732

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$23063138

2021-07-26, 09:09:54

Requestor: Deborah Hamann-Trou

Nature: MORTGAGE  
Registration Number: CA8657658  
Registration Date and Time: 2020-12-17 16:07  
Registered Owner: HENRY SCHROEDER FOUNDATION  
INCORPORATION NO. S0057321  
EMCO INVESTMENTS LIMITED  
INCORPORATION NO. BC1231973

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA8657659  
Registration Date and Time: 2020-12-17 16:07  
Registered Owner: HENRY SCHROEDER FOUNDATION  
INCORPORATION NO. S0057321  
EMCO INVESTMENTS LIMITED  
INCORPORATION NO. BC1231973

Remarks: INTER ALIA

Nature: CLAIM OF BUILDERS LIEN  
Registration Number: CA8721775  
Registration Date and Time: 2021-01-21 14:58  
Registered Owner: METRO FENCE & TOILET SERVICES LTD.

Remarks: INTER ALIA  
**Cancelled By: CA8930874**  
**Cancelled Date: 2021-04-19**

Nature: MORTGAGE  
Registration Number: CA8810476  
Registration Date and Time: 2021-03-01 16:16  
Registered Owner: MCAP FINANCIAL CORPORATION  
INCORPORATION NO. A62340

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA8810477  
Registration Date and Time: 2021-03-01 16:16  
Registered Owner: MCAP FINANCIAL CORPORATION  
INCORPORATION NO. A62340

Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
Registration Number: CA8812744  
Registration Date and Time: 2021-03-02 13:08  
Remarks: INTER ALIA

GRANTING CA8810476 PRIORITY OVER CA8657658 AND CA8657659

**TITLE SEARCH PRINT**

File Reference: 48989-0003

Declared Value \$23063138

2021-07-26<sup>36</sup>, 09:09:54

Requestor: Deborah Hamann-Trou

Nature: PRIORITY AGREEMENT  
Registration Number: CA8812745  
Registration Date and Time: 2021-03-02 13:08  
Remarks: INTER ALIA  
GRANTING CA8810477 PRIORITY OVER CA8657658 AND  
CA8657659

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**Corrections** NONE

This is Exhibit   C   referred to in the affidavit of

  John McEown   sworn (or affirmed)

before me on   13/Sep/2021   (dd/mmm/yyyy)



A Commissioner for taking Affidavits  
within British Columbia

Nos. B200284  
B200285  
B200286  
B200287  
Vancouver Registry

Estate Nos. 11-2650763  
11-2650762  
11-2650761  
11-2650764

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY**

IN THE MATTER OF THE BANKRUPTCIES OF  
CONIAN DEVELOPMENTS INC.,  
CONIAN DEVELOPMENTS (LA VODA) INC.,  
CONIAN DEVELOPMENTS (LA VODA II) INC. AND  
FLII CONSTRUCTION LTD.

**TRUSTEE'S PRELIMINARY REPORT TO CREDITORS**

**DATED JULY 20, 2020**

## A. Introduction

1. On June 9, 2020, each of Conian Developments Inc. ("**Conian**"), Conian Developments (La Voda) Inc. ("**La Voda**"), Conian Developments La Voda II Inc. ("**La Voda II**") and FLII Construction Ltd. ("**FLII Construction**", and collectively with Conian, La Voda and La Voda II, the "**Companies**") filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to paragraph 50.4(1) of the *Bankruptcy and Insolvency Act* ("**BIA**").
2. McEown and Associates Ltd. was appointed as proposal trustee in each of the NOI proceedings.
3. On June 19, 2020 each of the Companies filed a Projected Cash-Flow Statement with the Office of the Superintendent of Bankruptcy (the "**OSB**") as required pursuant to paragraph 50.4(2) of the BIA.
4. On June 30, 2020, Romspen Investment Corporation ("**Romspen**") filed a Petition for the following:
  1. a declaration that the stay of proceedings against La Voda and La Voda II, as well as any other entities that the court considers just, does not operate in respect of Romspen, *nunc pro tunc*, or in the alternative, an order that those companies' respective proposals are deemed refused; and
  2. a receivership order appointing The Bowra Group Inc. as receiver and manager of all the undertakings, property and assets of La Voda and La Voda II.
5. The Companies opposed Romspen's application and sought an adjournment of Romspen's Petition to July 17, 2020 so that the Companies could pursue their restructuring plan and seek from the Supreme Court of British Columbia the following Orders:
  1. consolidating, for procedural purposes only, the British Columbia Supreme Court Registry files for the La Voda, La Voda II and FLII Construction to the Conian proceedings;
  2. extending the stay of proceedings to July 17, 2020;
  3. appointing McEown and Associates Ltd. as interim receiver of all of the assets, undertakings and property of the Companies;
  4. approving the interim financing facility from 528221 B.C. Ltd. substantially in accordance with the terms of the Debtor-in-Possession Term Sheet dated July 7, 2020; and

5. granting a priority charge over the assets, undertaking and property of the Companies in favour of the DIP Lender to secure all amounts owing under the Interim Facility in the amount of \$100,000, subordinate only to the Romspen Mortgage, the Gill Mortgage and the CBA Mortgage (as defined below).
6. On July 8, 2020, the Honorable Mr. Justice Sewell, heard Romspen's Petition and the Companies' requested relief. His Lordship dismissed the Companies' application to adjourn Romspen's Petition and made an Order appointing The Bowra Group Inc. as receiver and manager of all the undertakings, property and assets of La Voda and La Voda II (the "Receiver").
7. On July 9, 2020, the Companies were each deemed to have made an assignment in bankruptcy as a result of the failure to file a proposal within the required period in the NOI proceedings. McEown and Associates Ltd. was appointed as trustee in bankruptcy of each of the Companies (the "Trustee").
8. This report has been prepared by McEown and Associates Ltd. in its capacity as Trustee of each of the Companies based on information available as at July 20, 2020.
9. The purpose of this report is to provide information with respect to the following:
  1. Background information regarding the Companies;
  2. Disclaimer and Terms of Reference
  3. Conservatory Measures;
  4. The Companies' assets;
  5. The Companies' liabilities;
  6. Consolidation of the Companies' bankruptcy proceedings;
  7. Preferential payments; and
  8. Estimated Recovery to the Companies' creditors.
10. Further information in respect of NOI proceedings and these bankruptcy proceedings are posted on the Trustee's website at <https://www.mceownassociates.com/conian-developments-inc-et-al>.

## **B. Background**

1. Conian is a company which was incorporated in British Columbia on January 17, 2007 for the purpose of acquiring and developing a multi-residential rental complex located on King George Highway in Surrey, BC (the "La Voda Project").



2. Conian, through its wholly owned subsidiaries, La Voda and La Voda II, acquired the lands for the La Voda Project. Construction of the first phase of the La Voda Project was commenced in 2016 and is currently approximately 35% complete. Construction of the La Voda Project was managed through a related company, FLII Construction.
3. La Voda is a company which was incorporated on November 2, 2004.
4. La Voda II is a company which was incorporated on September 6, 2018.
5. FLII Construction is a company which was incorporated on April 5, 2017.
6. Construction of the La Voda Project ceased in May 2020. This was primarily due to the Companies' inability to arrange further construction financing, although the Trustee understand that the COVID-19 pandemic also contributed to the cessation of construction.

#### **C. Disclaimer and Terms of Reference**

1. Except as specified, in preparing this report the Trustee has obtained and relied upon unaudited, draft and/or internal information which the Companies advise has been compiled from the Companies' books and records. Where available, the Trustee has reviewed external records and documentation including post-filing banking records, corporate searches and financial statements.
2. Except as otherwise described in this report:
  - a. the Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information which has been provided in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountant Canada Handbook; and
  - b. the Trustee has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountant Canada Handbook.
3. This report has been prepared solely for the purpose described and readers are cautioned that it may not be appropriate for other purposes.
4. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

#### **D. Conservatory Measures**

1. Upon being appointed the Trustee notified Khalsa Credit Union of the Companies' bankruptcies and instructed the credit union to close any accounts in the name of the Companies.

2. The Trustee provided the Receiver with the information regarding the La Voda and La Voda II bank accounts. These accounts had small balances according to the controller of the Companies.
3. As the Receiver arranged to take possession the La Voda Project, the Trustee has not taken any steps to secure the La Voda Project and arrange insurance.
4. The Trustee has made arrangements to secure the books and records of the Companies.

#### **E. The Companies' Assets**

##### Cash

1. The only accounts of the Companies at the Kahlsa Credit Union are an account in the name of La Voda with a balance of approximately \$700 and an account in the name of FLII Construction with a balance of approximately \$7,000. The funds in the La Voda account will be paid to the Receiver and the cash in FLII Construction account will be paid to the Trustee.

##### Goods and Service Tax Refund

2. La Voda has applied for GST refunds totalling \$370,000 that are expected to be received from the CRA in the next month. The Receiver will request that any refund be paid to it.

##### The La Voda Project

3. As discussed earlier in this report, the Companies' sole purpose was to acquire and develop the La Voda Project.
4. Based on recent appraisals obtained by Conian on the two phases of the La Voda Project and a recent work in progress report prepared by a quantity surveyor, the value of the La Voda Project to date can be summarized as follows:

|                                      |                        |
|--------------------------------------|------------------------|
| Land Phase I (as at April 14, 2020)  | \$13,720,000.00        |
| Work in Progress on Phase I          | \$18,000,000.00        |
| Land Phase II (as at April 14, 2020) | \$18,600,000.00        |
| <b>TOTAL</b>                         | <b>\$50,320,000.00</b> |

5. The Trustee understands that the Receiver intends to implement a Sales and Investment Solicitation Process ("SISP") in order to maximize the recovery to the stakeholders. The Trustee agrees that a SISP is likely the best process to maximize recovery.

6. The Trustee has been advised that there is a prospective purchaser that is prepared to submit a stalking horse bid as part of the SISP in the amount of \$35,000,000.

**F. The Companies' Liabilities**

1. The following is a summary of the creditors for each of the Companies:

Conian Developments Inc.

|                     | <b>As Per Statement<br/>of Affairs</b> | <b>Claims Filed<br/>to date</b> |
|---------------------|--|---------------------------------|
| Secured Creditors   | \$ 0                                   | \$ 16,321,234                   |
| Unsecured Creditors | \$ 34,891,036                          | \$ 25,334,953                   |
| Totals              | \$ 0                                   | \$ 41,656,187                   |

Conian Developments (La Voda) Inc.

|                     | <b>As Per Statement<br/>of Affairs</b> | <b>Claims Filed<br/>to date</b> |
|---------------------|--|---------------------------------|
| Secured Creditors   | \$10,673,333                           | \$17,013,361                    |
| Unsecured Creditors | \$ 785,109                             | \$10,002,182                    |
| Totals              | \$11,458,442                           | \$ 27,015,42                    |

Conian Developments (La Voda II) Inc.

|                     | <b>As Per Statement<br/>of Affairs</b> | <b>Claims Filed<br/>to date</b> |
|---------------------|--|---------------------------------|
| Secured Creditors   | \$ 47,318                              | \$18,479,229                    |
| Unsecured Creditors | \$12,665,000                           | \$ 9,757,447                    |
| Totals              | \$12,712,318                           | \$28,236,676                    |

FLII Construction Ltd.

|                     | <b>As Per Statement<br/>of Affairs</b> | <b>Claims Filed<br/>to date</b> |
|---------------------|--|---------------------------------|
| Secured Creditors   | \$ 0                                   | \$ 568,266                      |
| Unsecured Creditors | \$ 3,709,514                           | \$10,430,679                    |
| Totals              | \$ 3,709,514                           | \$10,998,945                    |

2. The Trustee is also aware that numerous individuals and companies advanced funds on an unsecured basis for the La Voda Project (the "Unsecured Lenders"). These Unsecured Lenders are owed an aggregate amount of approximately \$24 million. The Unsecured Lenders are listed as creditors of Conian on its Statement of Affairs.
3. Many of these Unsecured Lenders advanced their money for the La Voda Project to B.C. Currency Exchange Ltd. ("BCCE") on the understanding that the funds would be transferred to and utilized for the development of the La Voda Project. BCCE and the Companies are related companies by virtue of Mr. Rana Khaliq being the sole shareholder and director of each.
4. The Trustee is advised by the controller of BCCE that approximately \$10 million of BCCE's funds were advanced to the La Voda Project and that BCCE's funds were used to pay interest to certain Unsecured Lenders. The approximate \$10 million of BCCE's funds that were advanced to the La Voda Project is shown as an unsecured claim of Conian on its Statement of Affairs.
5. On June 30, 2020, BCCE was deemed bankrupt.
6. Due to the intermingling of funds of BCCE and the Companies, including the funds advanced by the Unsecured Lenders, the Trustee expects that it will take significant time and effort to unravel, separate and determine the claims of the different stakeholders.

#### **G. Consolidation of Bankruptcy Proceedings**

1. The Trustee recommends that an application be made to Court to consolidate the court proceedings for each of the Companies into one proceeding for procedural purposes.
2. The Trustee further believes that a substantive consolidation of the Companies' estates is fair and reasonable in the circumstances as it appears that the Companies' liabilities to stakeholders are in relation to the La Voda Project, regardless of which of the Companies the stakeholders had agreements with. The Trustee will continue to consider whether a substantive consolidation is appropriate as it continues to administer the Companies' estates.

#### **H. Preferential Payments and Transfers at Undervalue**

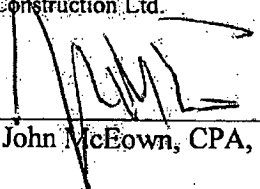
1. At the date of this report the Trustee has not completed its review of the books and records to determine if there have been any preferential payments and/or transfers at undervalue.

**I. Estimated Realization**

1. The Trustee is in not able to provide an estimate of the expected realization and recovery to the Companies' creditors until the SISP has been completed by the Receiver and the Trustee has completed its review of the claims against the Companies,

**McEown and Associates Ltd.**

Trustee in the Matter of the Bankruptcies of  
Conian Developments Inc.,  
Conian Developments (La Voda) Inc., and  
Conian Developments (La Voda II) Inc.  
FLII Construction Ltd.



---

Per: John McEown, CPA, CA, CIRP, LIT

This is Exhibit  D  referred to in the affidavit of

John McEown  sworn (or affirmed)

before me on  13/Sep/2021  (dd/mmm/yyyy)



A Commissioner for taking Affidavits  
within British Columbia



No. VLC-S-S-206552  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Petitioner

AND:

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

Respondents

**NOTICE OF APPLICATION**

**Names of applicant:** The Bowra Group Inc., Receiver of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc. (the "Receiver")

**To:** The Service List, attached as **Schedule "A"**.

TAKE NOTICE that an application will be made by the Receiver to the presiding judge or master at the courthouse at 800 Smithe Street, Vancouver, BC, V6Z 2E1 on 15 October 2020 at 9:45 a.m. for the orders set out in Part 1 below.

*by telephone*

**Part 1: ORDERS SOUGHT**

The following orders and declarations are sought:

1. An order approving the sale of the lands and premises (the "Properties" or, when referred to in the singular, "Property") situate at 11077, 11037 – 11069 Ravine Road & 11054 – 11080 132<sup>nd</sup> Street, Surrey, British Columbia and legally described as:

PID 030-337-020  
LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP73667

PID 007-131-895  
LOT 80 EXCEPT: PARCEL H (BYLAW PLAN 87021) SECTION 15 BLOCK 5  
NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 34840

PID 011-422-220  
LOT 5 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW  
WESTMINSTER  
DISTRICT PLAN 9739

PID 001-427-288  
LOT 3 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW  
WESTMINSTER  
DISTRICT PLAN 9739

PID 000-674-672  
LOT 1, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION  
15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT  
PLAN 8791

PID 011-362-588  
LOT 2, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION  
15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT  
PLAN 8791

PID 011-422-203  
LOT 4 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW  
WESTMINSTER  
DISTRICT PLAN 9739

PID 011-362-596  
LOT 3, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION  
15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT  
PLAN 8791



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to 1266833 B.C. Ltd. (the “Purchaser”)

on the terms and conditions set out in the Contract of Purchase and Sale dated September 22, 2020 for the sum of \$27,000,000 (the “Offer”), and in the form of order attached as Schedule “B” to this application.

2. The parties hereto be at liberty to apply for such further and other direction as may be necessary to carry out the full purport and effect of this order.

## Part 2: FACTUAL BASIS

### Background

1. This is an application for an order approving the sale of the Properties, which are properties owned by the respondents Conian Developments (La Voda) Inc. (“La Voda I”) and Conian Developments (La Voda II) Inc. (“La Voda II”) (collectively referred to as the “Companies”).
2. The Companies are owned by the respondent Conian Developments Inc. (“Conian”). The respondent Rana Khaliq is the sole shareholder of Conian. Conian is bankrupt.
3. La Voda I owns the Property referred to in Title Number CA7242616 (PID 030-337-020). La Voda II owns the remaining Properties.

Affidavit #1 of Lynette Grillandini, made June 29, 2020 (“Grillandini #1”), Exhibits “E” and “F”

4. There are two mortgages registered against title to the La Voda I Property. The first mortgagee is the petitioner, Romspen Investment Corporation (“Romspen”). The second mortgagee is the respondent Ajit Singh Gill.
5. There are two different mortgages registered against title to the La Voda II Properties. The first mortgagee is Romspen, which has a different mortgage from the mortgage it has on the La Voda I Property. The second mortgagee is CBA Enterprises Ltd.

Grillandini #1, Exhibits “E” and “F”

6. There are also numerous certificates of pending litigation and builder’s liens registered against title to the Properties by the other respondents.
7. The Receiver was appointed receiver and manager of the assets, undertakings and properties of the Companies pursuant to an order of this Court made July 8, 2020.

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8. The Companies filed a Notice of Intention to File a Proposal pursuant to the *Bankruptcy and Insolvency Act* on June 9, 2020. McEown and Associates Ltd. (“**McEown**”) was appointed as proposal trustee in the Companies’ NOI proceedings. On July 10, 2020, the Companies were deemed to have made an assignment into bankruptcy. McEown was appointed bankruptcy trustee.

Receiver’s First Report to the Court filed September 17, 2020 (“**First Receiver’s Report**”) at para. 8

9. The Receiver was informed that the secured creditors did not want it to complete the development of the Properties, but instead wanted an “as is, where is” sale of the Properties and to take steps to preserve and protect the existing partially-completed building on the La Voda I Property. The Receiver was asked to work with a Stalking Horse Bidder (the “**Proposed SHB**”).

First Receiver’s Report at para. 24

#### **Stalking Horse Bid**

10. The Receiver has been in contact with the Proposed SHB with respect to the Properties. The Proposed SHB had been performing due diligence activities from the outset of the receivership.
11. The Receiver believed the Proposed SHB’s due diligence was taking longer than expected. Accordingly, the Receiver believed it was in all stakeholders’ interest to list the Properties for sale as opposed to waiting for an offer from the Proposed SHB.

First Receiver’s Report at paras. 25-28

12. No offer has been received from the Proposed SHB.

#### **Marketing of the Lands**

13. The Receiver requested sales and marketing proposals from Cushman & Wakefield ULC (“**Cushman & Wakefield**”) and Colliers International to market and sell the Properties on an “as is, where is” basis.

First Receiver’s Report at para. 29

14. The Receiver retained Cushman & Wakefield as the listing agent of the Properties on August 12, 2020. Starting on August 12, 2020, Cushman & Wakefield listed the Properties and began a marketing campaign to sell the Properties.

Receiver’s Second Report to the Court dated October 2, 2020 at para. 10 (“**Second Receiver’s Report**”) at para. 10

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Affidavit #1 of William Randall, made October 2 (“**Randall #1**”), at para. 10

15. Cushman & Wakefield conducted a robust marketing campaign the details of which are outlined in the 1<sup>st</sup> Affidavit of William Randall affirmed herein.

Randall #1 at paras. 11-13 and Exhibit “B”

16. The only offer Cushman & Wakefield received (the “**Offer**”) was from the Purchaser. The Receiver received the Offer from the Purchaser on September 22, 2020 after negotiations that involved several counteroffers. On September 23, 2020, the Receiver accepted the Offer subject to this Court’s approval.

Randall #1 at paras. 14-15

#### **The Purchaser’s Offer and Estimated Recovery by Secured Creditors**

17. The Offer includes the following terms and conditions:

- (a) A purchase price of \$27 million;
- (b) A non-refundable deposit of \$1 million;
- (c) Allocation of the purchase price of 51% to the La Voda I Property and 49% to the La Voda II Property;
- (d) A \$50,000 fee payable to the Purchaser if a higher offer is approved by the court provided the higher offer is at least \$50,000 more than the Offer;
- (e) Assignment of various cash securities held by the City of Surrey totaling \$1,853,342;
- (f) The Purchaser accepts the Properties on an “as is, where is” basis; and
- (g) The Completion Date is to be 45 days after court approval, subject to the discretion of the Receiver to extend the Completion Date by up to an additional ten days.

Randall #1, Exhibit “C”

18. The Receiver expects that if the Offer is approved by the court, it will be able to pay out the first and second mortgages on the Properties.

Second Receiver’s Report at para. 16

19. If the sale were to complete on November 30, 2020, the Receiver estimates there would be a shortfall to the builder’s lien and CPL claimants of approximately \$6,221,000.

Second Receiver's Report at paras. 17-19

20. The Companies also own a property in Saskatchewan that has been listed for sale for \$139,000.

Second Receiver's Report at para. 19

21. The Receiver recommends this Honourable Court approve the Offer.

**Part 3: LEGAL BASIS**

1. The factors governing the court's determination of whether a receiver who has sold a property acted properly are as follows:
- (a) Whether the receiver has made a sufficient effort to get the best price and has not acted improvidently;
  - (b) The interests of all parties;
  - (c) The efficacy and integrity of the process by which offers are obtained; and
  - (d) Whether there has been unfairness in the working out of the process.

*Royal Bank v. Soundair Corp.* [1991] O.J. No. 1137 at para. 16 (C.A.) per Galligan J.A.

2. The stakeholders requested that the Receiver pursue sale of the Properties on an "as is, where is" basis. The Receiver worked with the Proposed SHB, but when the Receiver, exercising its commercial judgment, determined the Proposed SHB's due diligence process was taking longer than expected, it engaged Cushman & Wakefield to sell the Properties.
3. Cushman & Wakefield's marketing and sales process was fair, reasonable and businesslike. Cushman & Wakefield received just one offer, there were counter-offers exchanged between the Purchaser and the Receiver, and there has been no offer from the Proposed SHB. The real estate market faces a high level of uncertainty given the economic effect of the pandemic. The Offer represents the fair market value of the Properties now and for the foreseeable future.

*Royal Bank* at para. 24

4. In these circumstances, the Receiver has acted reasonably, prudently and fairly. The Offer is provident for all interested parties in the circumstances of this case.

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5. The Receiver will rely on Rules 8-1 and 13-5 of the *Supreme Court Civil Rules*; the *Law and Equity Act*, R.S.B.C. 1996, c. 253, including s. 37; and the inherent jurisdiction of this Court.

**Part 4: MATERIAL TO BE RELIED ON**

1. Receiver's First Report to Court, filed September 17, 2020;
2. Receiver's Second Report to the Court dated October 2, 2020 (to be filed);
3. Affidavit #1 of William Randall, made on October 2, 2020;
4. Affidavit #1 of Lynette Grillandini, made June 29, 2020;
5. Affidavit #1 of Wesley Roitman, made on June 29, 2020;
6. Petition filed June 30, 2020; and
7. Receivership Order made July 8, 2020.

The applicants estimate that the application will take 45 minutes.

X This matter is not within the jurisdiction of a master.

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

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed application response;

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- (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person
- (iii) if this application is brought under Rule 9-7, any notice that you are required to give under 9-7(9).

Date: 2 October 2020



\_\_\_\_\_  
Signature of counsel for applicants  
Peter J. Reardon

THIS NOTICE OF APPLICATION is prepared by Peter Reardon, of the firm of Nathanson, Schachter & Thompson LLP, Barristers and Solicitors, whose place of business and address for service is Suite 750 – 900 Howe Street, Vancouver, B.C. V6Z 2M4, telephone (604) 662-8840 and whose email address for service is [preardon@nst.ca](mailto:preardon@nst.ca) with a copy to [jpinard@nst.ca](mailto:jpinard@nst.ca)

**To be completed by the court only:**

Order made

in the terms requested in paragraphs \_\_\_\_\_ of Part 1 of this notice of application

with the following variations and additional terms:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Signature of

Judge       Master

**APPENDIX**

**THIS APPLICATION INVOLVES THE FOLLOWING:**

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

## Schedule A – Service List

|  |   |
|--|---|
| Counsel for Romspen Investment Corporation   | Owen Bird Law Corporation<br>Three Bentall Centre<br>29 <sup>th</sup> Floor<br>595 Burrard Street<br>PO Box 49130<br>Vancouver, BC V7X 1J5<br>Attention: Scott Stephens<br>Email: <a href="mailto:sstephens@owenbird.com">sstephens@owenbird.com</a>  |
| Counsel for The Bowra Group Inc., Receiver of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc.   | Nathanson Schachter & Thompson LLP<br>#750 – 900 Howe Street<br>Vancouver, BC V6Z 2M4<br>Attention: Peter J. Reardon<br>Email: <a href="mailto:preardon@nst.ca">preardon@nst.ca</a><br><a href="mailto:jpinard@nst.ca">jpinard@nst.ca</a>   |
| Counsel for the Plaintiff, Meng Zhu  | Wiebe Wittmann El Khatib LLP<br>#1100 – 1111 West Hastings Street<br>Vancouver, BC V6E 2J3<br>Attention: Russell Robertson<br>Email: <a href="mailto:rrobertson@wwelaw.ca">rrobertson@wwelaw.ca</a>   |
| Counsel for McEown & Associates Inc.   | Clark Wilson LLP<br>900 – 885 West Georgia Street<br>Vancouver, B.C. V6C 3H1<br>Attention: Chris Ramsay / Katie G. Mak / Deborah Hamann-Trou<br>Email: <a href="mailto:CRamsay@cwilson.com">CRamsay@cwilson.com</a><br><a href="mailto:KMak@cwilson.com">KMak@cwilson.com</a><br><a href="mailto:DHamann-Trou@cwilson.com">DHamann-Trou@cwilson.com</a> |
| Counsel for Conian Developments (La Voda) Inc., Conian Developments (La Voda II) Inc., Conian Developments Ltd., Rana Wasif Khaliq, Robina Khan and BC Currency Exchange | Ellis Business Lawyers<br>400 – 1681 Chestnut Street<br>Vancouver, B.C. V6J 4M6<br>Attention: Meldon Ellis<br>Email: <a href="mailto:meldon@ellislawyers.com">meldon@ellislawyers.com</a>   |



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| Counsel for Kuzco Lighting Inc.  | Burns Fitzpatrick LLP<br>1400 – 510 Burrard Street<br>Vancouver, B.C. V6C 3A8<br>Attention: Scott A. Turner<br>Email: <a href="mailto:sturner@burnsfitz.com">sturner@burnsfitz.com</a>   |
| Counsel for Exchange Bank of Canada  | Richards Buell Sutton LLP<br>700 – 401 West Georgia Street<br>Vancouver, B.C. V6B 5A1<br>Attention: Daniel D. Nugent<br>Email: <a href="mailto:dnugent@rbs.ca">dnugent@rbs.ca</a>  |
| Counsel for HSBC Bank (Canada)   | Fasken LLP<br>2900 – 560 Burrard Street<br>Vancouver, B.C. V6C 0A3<br>Attention: John Grieve<br>Email: <a href="mailto:jgrieve@fasken.com">jgrieve@fasken.com</a>  |
| Office of the Superintendent of Bankruptcy                                   | 2000 – 300 W Georgia Street<br>Vancouver, B.C. V6B 6E1<br>Attention: Gary Sam/ Danny Park<br>Email: <a href="mailto:gary.sam@canada.ca">gary.sam@canada.ca</a><br><a href="mailto:danny.park@canada.ca">danny.park@canada.ca</a>   |
| Counsel for 0711655 BC Limited   | Watson Goepel LLP<br>1200 – 1075 West Georgia Street<br>Vancouver, B.C. V6E 3C9<br>Attention: Jeremy West/ Chelsey Cochrane<br>Email: <a href="mailto:jwest@watsongoepel.com">jwest@watsongoepel.com</a><br><a href="mailto:ccochrane@watsongoepel.com">ccochrane@watsongoepel.com</a> |
| Counsel for Brar Natural Flour Milling (BC) Inc. and House of Sher 2018 Ltd. | MTL Aikins<br>2600 – 1066 West Hastings Street<br>Vancouver, B.C. V6E 3X1<br>Attention: William E.J. Skelly/ Thomas W. Clifford<br>Email: <a href="mailto:wskelly@mltaikins.com">wskelly@mltaikins.com</a><br><a href="mailto:tclifford@mltaikins.com">tclifford@mltaikins.com</a>     |

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| Counsel for 0711655 B.C. Ltd.  | Gehlen Dabbs Lawyers<br>1201 – 1030 W Georgia Street<br>Vancouver, B.C. V6E 2Y3<br>Attention: Gregory J. Gehlen<br>Email: <a href="mailto:gg@gdlaw.ca">gg@gdlaw.ca</a>   |
| Counsel for Ajit Singh Gill  | McMillian LLP<br>1500 – 1055 West Georgia Street<br>Vancouver, B.C. V6E 4N7<br>Attention: Vicki Tickle<br>Email: <a href="mailto:vicki.tickle@mcmillan.ca">vicki.tickle@mcmillan.ca</a>  |
| Counsel for Pacific Edge Forming 2016 Ltd., AAA Plumbing & Heating Ltd., D.J. Masonary Ltd. aka D.J. Masonry Ltd. and Pro-Fit Structures (2007) Ltd. | Baker Newby<br>200 – 2955 Gladwin Road<br>Abbotsford, B.C. V2T 5T4<br>Attention: Adnan N. Habib<br>Email: <a href="mailto:ahabib@bakernewby.com">ahabib@bakernewby.com</a><br><a href="mailto:estewart@bakernewby.com">estewart@bakernewby.com</a> |
| Counsel for E.S.R. Electric Ltd.   | McLean & Armstrong LLP<br>300 – 1497 Marine Drive<br>West Vancouver, B.C. V7T 1B8<br>Attention: Chris Moore<br>Email: <a href="mailto:chrismoore@mcleanarmstrong.com">chrismoore@mcleanarmstrong.com</a>   |
| Counsel for TTF Scaffolding Inc.   | Jenkins Marzban Logan LLP<br>900 – 808 Nelson Street<br>Vancouver, B.C. V6Z 2H2<br>Attention: Michael Dew<br>Email: <a href="mailto:mdew@jml.ca">mdew@jml.ca</a>   |
| Counsel for Mega Cranes Ltd.   | Mandeep Grewal Notary Public<br>112 – 15375 Hwy 10<br>Surrey, B.C. V3S 0X9<br>Attention: Mandeep Grewal<br>Email: <a href="mailto:mandeep@mgnotary.ca">mandeep@mgnotary.ca</a>   |
| Counsel for Dulai Roofing Ltd.   | South Fraser Law Group   |

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|   |   |
|---|---|
|   | 12565 88 <sup>th</sup> Avenue<br>Surrey, B.C. V3W 3J7<br>Attention: Jaspreet S. Malik<br>Email: <a href="mailto:Jaspreet@sflg.ca">Jaspreet@sflg.ca</a>  |
| Counsel for Rona Inc.   | Mckechnie & Company<br>300 – 1122 Mainland Street<br>Vancouver, B.C. V6B 5L1<br>Attention: Phil Di Tomaso and Melanie Fisher<br>Email: <a href="mailto:melanie@mckechnie.bc.ca">melanie@mckechnie.bc.ca</a><br><a href="mailto:Phil@mckechnie.bc.ca">Phil@mckechnie.bc.ca</a> |
| Counsel for W.S. Fire Protection Ltd.                           | CBM Lawyers LLP<br>200 – 4769 – 222 <sup>nd</sup> Street<br>Langley, B.C. V2Z 3C1<br>Attention: Jon Goheen<br>Email: <a href="mailto:jgoheen@cbmlawyers.com">jgoheen@cbmlawyers.com</a><br><a href="mailto:cadams@cbmlawyers.com">cadams@cbmlawyers.com</a>                   |
| Counsel for King Stone Slinger Ltd.                             | Randhawa Law Centre<br>105B 12830 – 80 Avenue<br>Surrey, B.C. V3W 3A8<br>Attention: Honveer S. Randhawa<br>Email: <a href="mailto:honveer@gmail.com">honveer@gmail.com</a>  |
| Counsel for MSD Engineering Inc.                                | LeBeau Law Corporation<br>201 – 1118 Austin Avenue<br>Coquitlam, B.C. V3K 3P5<br>Attention: Michael A. LeBeau<br>Email: <a href="mailto:michael@lebeaulaw.ca">michael@lebeaulaw.ca</a>  |
| Counsel for Active Pharma Inc. and Ritu Karma Enterprises Corp. | Gautam & Associates<br>210 – 8028 128 Street<br>Surrey, B.C. V3W 4E9<br>Attention: Raman S. Atwal<br>Email: <a href="mailto:rsatwal@galawyers.ca">rsatwal@galawyers.ca</a>  |
| Counsel for Graestone Ready Mix Inc.                            | Armitstead & Company  |

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|--|--|
|  | 320 – 31935 South Fraser Way<br>Abbotsford, B.C. V2T 5N7<br>Attention: Les Armitstead<br>Email: <a href="mailto:les@armitco.com">les@armitco.com</a>   |
| Counsel for CBA Enterprises Ltd.           | Reedman Law<br>1212-1030 West Georgia Street<br>Vancouver, BC V6E 2Y3<br>Attention: Cody Reedman<br>Email: <a href="mailto:creedman@reedmanlaw.com">creedman@reedmanlaw.com</a>  |
| Counsel for Barnett Dembek Architects Inc. | Cassady & Company<br>330 – 522 Seventh Street<br>New Westminster, B.C. V3M 5T5<br>Attention: John S. Dyer<br>Email: <a href="mailto:Dyer@cassadylaw.com">Dyer@cassadylaw.com</a><br><a href="mailto:mdembek@bdarkitex.com">mdembek@bdarkitex.com</a>   |
| Counsel for Midvalley Rebar Ltd.           | Magellan Law<br>225 – 20316 56A Avenue<br>Langley, B.C. V3A 3Y7<br>Attention: Steve Fruitman & Cindy Harris<br>Email: <a href="mailto:steve@magellanlaw.ca">steve@magellanlaw.ca</a><br><a href="mailto:cindy@magellanlaw.ca">cindy@magellanlaw.ca</a> |
| Her Majesty the Queen in Right of Canada   | British Columbia Regional Office<br>Department of Justice Canada<br>900 – 840 Howe Street<br>Vancouver, B.C. V6Z 2S9   |
| Counsel for Peak Disposal Services Inc.    | Miller Thomson<br>400 – 725 Granville Street<br>Vancouver, B.C. V7Y 1G5  |
| Counsel for Narinder Khehra                | Gautam & Associates<br>210 – 8028 128 Street<br>Surrey, B.C. V3W 4E9   |

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|  |   |
|--|---|
| Counsel for West Coast Steel Ltd.                                  | Wiebe Wittmann Robertson LLP<br>1100 – 1111 West Hastings Street<br>Vancouver, B.C. V6E 2J3           |
| Counsel for KC's Plumbing Services Incorporated                    | Taylor, Tait, Ruley & Co.<br>33066 First Avenue<br>Mission, B.C. V2V 1G3                              |
|  | Tides Consulting Ltd.<br>213 – 3993 Henning Drive<br>Burnaby, B.C. V5C 6P7                            |
| Counsel for Iqbal Singh Sidhu and Ninderpal Singh Sidhu            | Taylor Law Group<br>210 Willoughby Town Centre Drive<br>Langley, B.C. V2Y 0M7                         |
| Her Majesty the Queen in Right of the Province of British Columbia | Deputy Attorney General<br>Minister of Justice<br>PO Box 9280 Stn Prov Govt<br>Victoria, B.C. V8W 9J7 |
|  | Wedler Engineering LLP<br>c/o PO Box 390<br>Chilliwack, B.C. V2P 4M8                                  |

# Schedule B -- Form of Order

## APPROVAL AND VESTING ORDER

No. VLC-S-S-206552  
Vancouver Registry

### IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Petitioner

AND:

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

Respondents

### ORDER MADE AFTER APPLICATION

#### APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE

\_\_\_\_ October 2020

THE APPLICATION of The Bowra Group Inc., in its capacity as Court-appointed Receiver of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc. (the "Receiver") of the assets, undertakings and properties of Romspen Investment Corporation

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coming on for hearing at Vancouver, British Columbia, by telephone, on the \_\_\_\_ day of October 2020; AND ON HEARING Peter J. Reardon, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto, and no one appearing for \_\_\_\_\_, although duly served; AND UPON READING the material filed, including the Second Report of the Receiver dated October \_\_\_\_, 2020 (the "Report");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "Transaction") contemplated by the Contract of Purchase and Sale dated September 22, 2020 (the "Sale Agreement") between the Receiver and 126683 B.C. Ltd. (the "Purchaser"), a copy of which is attached as Schedule "B" to this Order is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the property described in the Sale Agreement (the "Lands").
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule "C" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Lands described in the Sale Agreement and listed on Schedule "D" hereto shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated July 8, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule "E" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "F" hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Lands are hereby expunged and discharged as against the Lands.
3. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from the solicitor for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
  - (a) enter the Purchaser as the owner of the Lands, as identified in Schedule "D" hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the

- 3 -

Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule "F".
- 4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Lands shall stand in the place and stead of the Lands, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Lands with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
- 5. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
- 6. Subject to the terms of the Sale Agreement, vacant possession of the Lands shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "F".
- 7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court provided that the Closing Date occurs within 55 days of the date of this Order.
- 8. Notwithstanding:
  - (a) these proceedings;
  - (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
  - (c) any assignment in bankruptcy made by or in respect of the Debtor,

the vesting of the Lands in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.



- 4 -

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
10. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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 Peter J. Reardon  
Lawyer for the Receiver

BY THE COURT

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REGISTRAR

## Schedule A – Service List

|  |   |
|--|---|
| Counsel for Romspen Investment Corporation   | Owen Bird Law Corporation<br>Three Bentall Centre<br>29 <sup>th</sup> Floor<br>595 Burrard Street<br>PO Box 49130<br>Vancouver, BC V7X 1J5<br>Attention: Scott Stephens<br>Email: <a href="mailto:sstephens@owenbird.com">sstephens@owenbird.com</a>  |
| Counsel for The Bowra Group Inc., Receiver of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc.   | Nathanson Schachter & Thompson LLP<br>#750 – 900 Howe Street<br>Vancouver, BC V6Z 2M4<br>Attention: Peter J. Reardon<br>Email: <a href="mailto:preardon@nst.ca">preardon@nst.ca</a><br><a href="mailto:jpinard@nst.ca">jpinard@nst.ca</a>   |
| Counsel for the Plaintiff, Meng Zhu  | Wiebe Wittmann El Khatib LLP<br>#1100 – 1111 West Hastings Street<br>Vancouver, BC V6E 2J3<br>Attention: Russell Robertson<br>Email: <a href="mailto:rrobertson@wwelaw.ca">rrobertson@wwelaw.ca</a>   |
| Counsel for McEown & Associates Inc.   | Clark Wilson LLP<br>900 – 885 West Georgia Street<br>Vancouver, B.C. V6C 3H1<br>Attention: Chris Ramsay / Katie G. Mak / Deborah Hamann-Trou<br>Email: <a href="mailto:CRamsay@cwilson.com">CRamsay@cwilson.com</a><br><a href="mailto:KMak@cwilson.com">KMak@cwilson.com</a><br><a href="mailto:DHamann-Trou@cwilson.com">DHamann-Trou@cwilson.com</a> |
| Counsel for Conian Developments (La Voda) Inc., Conian Developments (La Voda II) Inc., Conian Developments Ltd., Rana Wasif Khaliq, Robina Khan and BC Currency Exchange | Ellis Business Lawyers<br>400 – 1681 Chestnut Street<br>Vancouver, B.C. V6J 4M6<br>Attention: Meldon Ellis<br>Email: <a href="mailto:meldon@ellislawyers.com">meldon@ellislawyers.com</a>   |

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| Counsel for Kuzco Lighting Inc.  | Burns Fitzpatrick LLP<br>1400 – 510 Burrard Street<br>Vancouver, B.C. V6C 3A8<br>Attention: Scott A. Turner<br>Email: <a href="mailto:sturner@burnsfitz.com">sturner@burnsfitz.com</a>   |
| Counsel for Exchange Bank of Canada  | Richards Buell Sutton LLP<br>700 – 401 West Georgia Street<br>Vancouver, B.C. V6B 5A1<br>Attention: Daniel D. Nugent<br>Email: <a href="mailto:dnugent@rbs.ca">dnugent@rbs.ca</a>  |
| Counsel for HSBC Bank (Canada)   | Fasken LLP<br>2900 – 560 Burrard Street<br>Vancouver, B.C. V6C 0A3<br>Attention: John Grieve<br>Email: <a href="mailto:jgrieve@fasken.com">jgrieve@fasken.com</a>  |
| Office of the Superintendent of Bankruptcy                                   | 2000 – 300 W Georgia Street<br>Vancouver, B.C. V6B 6E1<br>Attention: Gary Sam/ Danny Park<br>Email: <a href="mailto:gary.sam@canada.ca">gary.sam@canada.ca</a><br><a href="mailto:danny.park@canada.ca">danny.park@canada.ca</a>   |
| Counsel for 0711655 BC Limited   | Watson Goepel LLP<br>1200 – 1075 West Georgia Street<br>Vancouver, B.C. V6E 3C9<br>Attention: Jeremy West/ Chelsey Cochrane<br>Email: <a href="mailto:jwest@watsongoepel.com">jwest@watsongoepel.com</a><br><a href="mailto:ccochrane@watsongoepel.com">ccochrane@watsongoepel.com</a> |
| Counsel for Brar Natural Flour Milling (BC) Inc. and House of Sher 2018 Ltd. | MTL Aikins<br>2600 – 1066 West Hastings Street<br>Vancouver, B.C. V6E 3X1<br>Attention: William E.J. Skelly/ Thomas W. Clifford<br>Email: <a href="mailto:wskelly@mltaikins.com">wskelly@mltaikins.com</a><br><a href="mailto:tclifford@mltaikins.com">tclifford@mltaikins.com</a>     |

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|---|--|
| Counsel for 0711655 B.C. Ltd.   | Gehlen Dabbs Lawyers<br>1201 – 1030 W Georgia Street<br>Vancouver, B.C. V6E 2Y3<br>Attention: Gregory J. Gehlen<br>Email: <a href="mailto:gg@gdlaw.ca">gg@gdlaw.ca</a>   |
| Counsel for Ajit Singh Gill   | McMillian LLP<br>1500 – 1055 West Georgia Street<br>Vancouver, B.C. V6E 4N7<br>Attention: Vicki Tickle<br>Email: <a href="mailto:vicki.tickle@mcmillan.ca">vicki.tickle@mcmillan.ca</a>  |
| Counsel for Pacific Edge Forming 2016 Ltd.,<br>AAA Plumbing & Heating Ltd., D.J. Masonary<br>Ltd. aka D.J. Masonry Ltd. and Pro-Fit<br>Structures (2007) Ltd. | Baker Newby<br>200 – 2955 Gladwin Road<br>Abbotsford, B.C. V2T 5T4<br>Attention: Adnan N. Habib<br>Email: <a href="mailto:ahabib@bakernewby.com">ahabib@bakernewby.com</a><br><a href="mailto:estewart@bakernewby.com">estewart@bakernewby.com</a> |
| Counsel for E.S.R. Electric Ltd.  | McLean & Armstrong LLP<br>300 – 1497 Marine Drive<br>West Vancouver, B.C. V7T 1B8<br>Attention: Chris Moore<br>Email: <a href="mailto:chrismoore@mcleanarmstrong.com">chrismoore@mcleanarmstrong.com</a>   |
| Counsel for TTF.Scaffolding Inc.  | Jenkins Marzban Logan LLP<br>900 – 808 Nelson Street<br>Vancouver, B.C. V6Z 2H2<br>Attention: Michael Dew<br>Email: <a href="mailto:mdew@jml.ca">mdew@jml.ca</a>   |
| Counsel for Mega Cranes Ltd.  | Mandeep Grewal Notary Public<br>112 – 15375 Hwy 10<br>Surrey, B.C. V3S 0X9<br>Attention: Mandeep Grewal<br>Email: <a href="mailto:mandeep@mgnotary.ca">mandeep@mgnotary.ca</a>   |
| Counsel for Dulai Roofing Ltd.  | South Fraser Law Group   |

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|---|---|
|   | 12565 88 <sup>th</sup> Avenue<br>Surrey, B.C. V3W 3J7<br>Attention: Jaspreet S. Malik<br>Email: <a href="mailto:Jaspreet@sflg.ca">Jaspreet@sflg.ca</a>  |
| Counsel for Rona Inc.   | Mckechnie & Company<br>300 – 1122 Mainland Street<br>Vancouver, B.C. V6B 5L1<br>Attention: Phil Di Tomaso and Melanie Fisher<br>Email: <a href="mailto:melanie@mckechnie.bc.ca">melanie@mckechnie.bc.ca</a><br><a href="mailto:Phil@mckechnie.bc.ca">Phil@mckechnie.bc.ca</a> |
| Counsel for W.S. Fire Protection Ltd.                           | CBM Lawyers LLP<br>200 – 4769 – 222 <sup>nd</sup> Street<br>Langley, B.C. V2Z 3C1<br>Attention: Jon Goheen<br>Email: <a href="mailto:jgoheen@cbmlawyers.com">jgoheen@cbmlawyers.com</a><br><a href="mailto:cadams@cbmlawyers.com">cadams@cbmlawyers.com</a>                   |
| Counsel for King Stone Slinger Ltd.                             | Randhawa Law Centre<br>105B 12830 – 80 Avenue<br>Surrey, B.C. V3W 3A8<br>Attention: Honveer S. Randhawa<br>Email: <a href="mailto:honveer@gmail.com">honveer@gmail.com</a>  |
| Counsel for MSD Engineering Inc.                                | LeBeau Law Corporation<br>201 – 1118 Austin Avenue<br>Coquitlam, B.C. V3K 3P5<br>Attention: Michael A. LeBeau<br>Email: <a href="mailto:michael@lebeaulaw.ca">michael@lebeaulaw.ca</a>  |
| Counsel for Active Pharma Inc. and Ritu Karma Enterprises Corp. | Gautam & Associates<br>210 – 8028 128 Street<br>Surrey, B.C. V3W 4E9<br>Attention: Raman S. Atwal<br>Email: <a href="mailto:rsatwal@galawyers.ca">rsatwal@galawyers.ca</a>  |
| Counsel for Graestone Ready Mix Inc.                            | Armitstead & Company  |

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|--|--|
|  | 320 – 31935 South Fraser Way<br>Abbotsford, B.C. V2T 5N7<br>Attention: Les Armitstead<br>Email: <a href="mailto:les@armitco.com">les@armitco.com</a>   |
| Counsel for CBA Enterprises Ltd.           | Reedman Law<br>1212-1030 West Georgia Street<br>Vancouver, BC V6E 2Y3<br>Attention: Cody Reedman<br>Email: <a href="mailto:creedman@reedmanlaw.com">creedman@reedmanlaw.com</a>  |
| Counsel for Barnett Dembek Architects Inc. | Cassady & Company<br>330 – 522 Seventh Street<br>New Westminster, B.C. V3M 5T5<br>Attention: John S. Dyer<br>Email: <a href="mailto:Dyer@cassadylaw.com">Dyer@cassadylaw.com</a><br><a href="mailto:mdembek@bdarkitex.com">mdembek@bdarkitex.com</a>   |
| Counsel for Midvalley Rebar Ltd.           | Magellan Law<br>225 – 20316 56A Avenue<br>Langley, B.C. V3A 3Y7<br>Attention: Steve Fruitman & Cindy Harris<br>Email: <a href="mailto:steve@magellanlaw.ca">steve@magellanlaw.ca</a><br><a href="mailto:cindy@magellanlaw.ca">cindy@magellanlaw.ca</a> |
| Her Majesty the Queen in Right of Canada   | British Columbia Regional Office<br>Department of Justice Canada<br>900 – 840 Howe Street<br>Vancouver, B.C. V6Z 2S9   |
| Counsel for Peak Disposal Services Inc.    | Miller Thomson<br>400 – 725 Granville Street<br>Vancouver, B.C. V7Y 1G5  |
| Counsel for Narinder Khehra                | Gautam & Associates<br>210 – 8028 128 Street<br>Surrey, B.C. V3W 4E9   |

|  |   |
|--|---|
| Counsel for West Coast Steel Ltd.                                  | Wiebe Wittmann Robertson LLP<br>1100 – 1111 West Hastings Street<br>Vancouver, B.C. V6E 2J3           |
| Counsel for KC's Plumbing Services Incorporated                    | Taylor, Tait, Ruley & Co.<br>33066 First Avenue<br>Mission, B.C. V2V 1G3                              |
|  | Tides Consulting Ltd.<br>213 – 3993 Henning Drive<br>Burnaby, B.C. V5C 6P7                            |
| Counsel for Iqbal Singh Sidhu and Ninderpal Singh Sidhu            | Taylor Law Group<br>210 Willoughby Town Centre Drive<br>Langley, B.C. V2Y 0M7                         |
| Her Majesty the Queen in Right of the Province of British Columbia | Deputy Attorney General<br>Minister of Justice<br>PO Box 9280 Stn Prov Govt<br>Victoria, B.C. V8W 9J7 |
|  | Wedler Engineering LLP<br>c/o PO Box 390<br>Chilliwack, B.C. V2P 4M8                                  |

**Schedule B – Sale Agreement**

(Attached)



**CONTRACT OF PURCHASE AND SALE  
INFORMATION ABOUT THIS CONTRACT**

**THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.**

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. **READ IT CAREFULLY.** The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
  - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
  - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensee for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

| Costs to be Borne by the Seller                            | Costs to be Borne by the Buyer          |
|--|---|
| Lawyer or Notary Fees and Expenses:                        | Lawyer or Notary Fees and Expenses:     |
| - attending to execution documents.                        | - appraisal (if applicable)             |
| Costs of clearing title, including: - investigating title, | - Land Title Registration fees.         |
| - discharge fees charged by                                | Fire Insurance Premium.                 |
| encumbrance holders,                                       | Sales Tax (if applicable).              |
| - prepayment penalties.                                    | Property Transfer Tax.                  |
| Real Estate Commission (plus GST).                         | Goods and Services Tax (if applicable). |
| Goods and Services Tax (if applicable).                    |   |

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg, empty home tax and speculation tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
8. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am on the Completion Date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)  
Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-8:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.



THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

### CONTRACT OF PURCHASE AND SALE

BROKERAGE: Cushman & Wakefield DATE: September 22, 2020  
 ADDRESS: #700 - 700 West Georgia Street Vancouver PC: V7Y 1A1 PHONE: (604) 683-3111  
 PREPARED BY: Bill Randall PREC\* MLS# NO: \_\_\_\_\_

|  |                                 |
|--|---------------------------------|
| SELLER: <u>The Bowra Group, in its Capacity as</u>             | BUYER: <u>1266833 B.C. LTD.</u> |
| SELLER: <u>Court Appointed Receiver of Conian Developments</u> | BUYER: _____                    |
| ADDRESS: <u>(La Voda) Inc. and Conian Developments</u>         | ADDRESS: _____                  |
| <u>(La Voda II) Inc. as a party with conduct of sale</u>       | ADDRESS: _____                  |
| PC: _____  | PC: _____                       |
| PHONE: _____   | PHONE: _____                    |
|  | OCCUPATION: _____               |

#### PROPERTY:

1107, 11037-11069 Ravine Road & 11054 - 11080 132nd Street P  
 UNIT NO. ADDRESS OF PROPERTY  
Surrey, BC  
 CITY/TOWN/MUNICIPALITY P  
 030-337-020 007-131-895, 011-422-220, 001-427-288, 000-674-672, 008-042-301 & 011-362-596, 011-362-588 and  
 PID OTHER PID(S) 011-422-203

Lot 1, Sec 15, Blk 5, ~~North Range NWP Plan 7266~~ Lot 80, Blk 5N, Plan NWP 34840, Sec 15  
 Lots 4 & 5, Blk 5N, Plan NWP 9739, Sect 15 Lot 1, & 3, Block 5N, Plan NWP 8791, Sect 15



#### LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The purchase price of the Property will be Twenty Six Million Five Hundred Thousand ~~Twenty Seven Million~~ Twenty Seven Million P  
Twenty Seven Million DOLLARS \$26,500,000.00 ~~\$27,000,000.00~~ (Purchase Price)  
 DEPOSIT: A deposit of \$ 1,000,000.00 which will form part of the Purchase Price, \$ 27,000,000  
 acceptance unless agreed as follows: Sec Schedule "A"

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Buyer's lawyer and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.


CWB P P  
 INITIALS

11077  



~~11077~~ 11037-11069 Ravine Road & 11054 - 11080 1 Surrey, BC  
PROPERTY ADDRESS

PAGE 2 of 6 PAGES

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Should the Property sell by way of a Court Order to a Third Party for a price in excess of this Contract and this Contract is the original bid which is placed into court, the Seller will pay to the Buyer a termination fee of \$50,000,  as long as the Purchase Price ultimately approved by the Court is at least \$50,000 greater than the Purchase Price in this Contract.

See attached Schedule "A"

The Purchase Price shall be allocated <sup>51%</sup> to the La Voda I property and <sup>49%</sup> 47% to the La Voda II properties. For clarity the La Voda I property includes:

- PID 030-337-020



The La Voda II properties include:

- PID 000-674-672;
- PID 001-427-288
- PID 007-131-895;
- PID 011-422-220;
- PID 011-422-203;
- PID 011-362-596; and
- PID 011-362-588.

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Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the Real Estate Services Act.

   
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4. COMPLETION: The sale will be completed on 45 days after Court Approval yr. (Completion Date) at the appropriate Land Title Office.

(CB) POSSESSION: The Buyer will have vacant possession of the Property at 45 (CB) [P] (CB) m. on (Possession Date) OR, subject to the following existing tenancies, if any: 30 days after Court Approval

(CB) 6. ADJUSTMENTS: The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of 30 days after Court Approval yr. (Adjustment Date).

7. INCLUDED ITEMS: The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

- (P) (CB) The Purchase Price shall include an assignment of the cash securities held by the City of Surrey to the extent that the Receiver can make such assignment. The cash securities include:
- ESC (Permit# 4517-0221-00) - \$104,640.00
  - Landscaping - \$224,926.14
  - Engineering Works - \$1,363,584.00
  - ESC (Permit# 4517-0354-00) - \$67,692.00
  - Damage Deposit - \$2,500.00
  - Damage Deposit - \$2,500.00
  - Shoring/Hoarding - \$87,500.00
- BUT EXCLUDING:

8. VIEWED: The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on yr.


9. TITLE: Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. TENDER: Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate broker's trust cheque.

11. DOCUMENTS: All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

11A. SELLER'S PARTICULARS AND RESIDENCY: The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the Income Tax Act, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the Income Tax Act, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 118 of the Income Tax Act.

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- 11B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- for all purposes consistent with the transaction contemplated herein;
  - If the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® or that real estate board and other real estate boards;

  
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- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

**20. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

**20A. RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

**21. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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INITIALS

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled: "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with Bill Randall \*PREC (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to Cushman & Wakefield ULC (Brokerage).

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INITIALS

B. The Buyer acknowledges having received, read and understood RECBC form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with Steve Anderson (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to Royal LePage Northstar Realty (Brokerage).

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with \_\_\_\_\_ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to \_\_\_\_\_ (Brokerage), having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated \_\_\_\_\_.

INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

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**22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

**23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

**24. OFFER:** This offer, or counter-offer, will be open for acceptance until 5:00 o'clock p. m. on September 24, yr. 2020 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

WITNESS [Signature] BUYER [Signature]  1266833 B.C. LTD.  
 PRINT NAME

WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_  \_\_\_\_\_  
 PRINT NAME

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the Immigration and Refugee Protection Act:


Yes  A No   
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**25. ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated September 23, yr. 2020

The Seller declares their residency:

RESIDENT OF CANADA        NON-RESIDENT OF CANADA        as defined under the Income Tax Act.  
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WITNESS [Signature] SELLER [Signature]  The Bowra Group, in its Capacity as  
 PRINT NAME

WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_  Court Appointed Receiver of Conia  
 PRINT NAME

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

**SCHEDULE "A"**  
(Court Approved Sale)

DATE: September 22, 2020

CONTRACT OF PURCHASE AND SALE RE: 11077, 11037 – 11069 Ravine Road & 11054 – 11080 132<sup>nd</sup> Street, Surrey, B.C. (the "Property")

The following terms replace, modify and where applicable override the terms of the attached Contract of Purchase and Sale ("Standard Contract"). Where a conflict arises between the terms of this Schedule and the Standard Contract, the terms of this Schedule shall apply. Notwithstanding any term or condition to this Contract of Purchase and Sale, whether contained herein or otherwise, on accepting this Contract of Purchase and Sale the parties hereto agree as follows:

1. All references to Vendor/Seller in the Standard Contract and in this Schedule mean The Bowra Group Inc. in its capacity as Court-Appointed Receiver of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc. (the "Receiver") pursuant to Court-ordered conduct of sale pronounced in B.C. Supreme Court Action No. VLC-S-S-206552, Vancouver Registry (the "Proceeding"), and not as vendor or owner.
2. The Receiver agrees, subject to the other terms of this Contract of Purchase and Sale, to present this contract of Purchase and Sale to Court for approval and in so doing is not contractually or otherwise liable to any party in any way.
3. The Buyer accepts the Property "as is, where is" as of the Possession Date and saves the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.
4. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Property. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the Property.
5. The Buyer acknowledges and agrees that, except for any assets specifically included, the assets to be purchased under the Contract of Purchase and Sale do not include any personal property or chattels and that any personal property or chattels remaining in the premises on the Property which are taken by the Buyer are taken by him at his own risk completely, without representation or warranty of any kind from the Receiver as to the ownership or state of repair of any such personal property or chattels.
6. The Buyer acknowledges and agrees that there will be no adjustments, including but not limited to adjustments for rents or security deposits, made to the purchase price on account of any tenancies assumed by the Buyer.
7. The Receiver is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or his tenants, guests, assigns, agents or by persons unknown.
8. This Contract of Purchase and Sale is subject to approval by the Supreme Court of British Columbia (the "Court"), with the real estate commission in respect of this contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court in the Proceedings. This condition is for the sole benefit of the Receiver.
9. The Buyer acknowledges and agrees that other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Contract of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. The Receiver may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Receiver gives no undertaking to advocate the acceptance of this offer. To protect his, her or its interest in purchasing the Property, the Buyer acknowledges and agrees that he, she or it should attend at the Court

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hearing in person or by agent and be prepared there to make such amended or increased offer to purchase the Property as the Court may permit or direct. The Buyer further acknowledges and agrees that he, she or it will follow the "Bid Process" attached hereto as Schedule "A" as long as Covid-19 Notice No. 31 is in effect.

10. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval the Receiver determines it is inadvisable to present this Contract of Purchase and Sale to the Court for any reason whatsoever, and in any such event the Receiver shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.
11. The Buyer acknowledges and agrees that he, she or it is purchasing title in the Property free and clear of all encumbrances of the parties to the Proceeding concerning the Property in the Supreme Court of British Columbia in accordance with such vesting order as may be made in the Proceeding except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties contained in the original grant or contained in any other grant or disposition from the Crown registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.
12. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Receiver may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to the Receiver on account of damages, and not in substitution therefor, without prejudice to the Receiver's other remedies.
13. No property condition disclosure statement concerning the Property forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.
14. The Purchase Price does not include Goods and Services Tax, if any, which shall be payable by the Buyer.
15. The Receiver may, at its sole discretion, extend the Completion Date by up to 10 days.
16. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Receiver may have at law or in equity against the Buyer. In accordance with s. 30(1)(g) and 30(2)(b) of the *Real Estate Services Act*, the Buyer and Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand from the Receiver or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.
17. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque, bank draft, cash or certified Lawyer's/Notary's trust cheque, and shall be delivered by prepaid courier to the solicitor acting for the Receiver.

Witness

Witness

Witness

Buyer

Buyer

The Bowra Group Inc. in its capacity as Court-Appointed Receiver of Comian Developments (La Voda) Inc. and Comian Developments (La Voda II) Inc., as party with conduct of sale

**SCHEDULE "A"**

**BID PROCESS**

1. Any person interested in making an offer to compete against an offer before the court and the subject of an application for approval of sale (the "Original Bid") to purchase any Lands (a "Competing Offeror") shall do so as follows (the "Bid Process"):
  - (a) An offer to purchase in the standard real estate contract form, accompanied by a Schedule "A" to be provided by the Seller or its agent, shall be submitted by the Competing Offeror to the Seller's counsel either by: (a) a sealed envelope; or (b) attachment to an email with the Subject Line marked "SEALED BID: [address]", in either case addressed to the Seller's counsel;
  - (b) An offer to purchase must be accompanied by a Transmission Letter/Acknowledgement of Receipt ("Transmission/Receipt Notice") in the form attached as Appendix "A" hereto, signed by the Competing Offeror or their authorized representative; and
  - (c) All offers must be accompanied by: (a) the applicable deposit by way of bank draft or certified cheque; or (b) proof of delivery of a bank draft or certified cheque to the Seller's realtor or held in trust with the purchaser(s)' counsel; and, either concurrently with its delivery or, if delivered by email, to be received by the Seller's counsel on or before 12:00 p.m. the business day preceding the hearing date of the application for sale approval (the "Hearing Date").

All bids, in final form, must be received by the Seller's counsel by no later than noon on that day which is two business days before the Hearing Date (the "Bid Date").
2. The Seller's counsel shall endorse and return to the applicable Competing Offeror any Transmission/Receipt Notices provided by such Competing Offeror prior to the Bid Date.
3. The Seller's counsel shall advise the proposed purchaser under the Original Bid (the "Original Offeror") that bids have been received pursuant to the process set out in paragraph 1 above within a reasonable period of time of a bid being received. The Original Offeror will have until 4:00 p.m. on the Bid Date to provide a revised bid if they wish, accompanied by a Transmission/Receipt Notice.
4. The Original Offeror and all Competing Offerors (collectively, "Offeror" or "Offerors") acknowledge that:
  - (a) If an Offeror has not provided the Transmission/Receipt Notice to the Seller's counsel and received back a signed copy of the Transmission/Receipt Notice from the Seller's counsel, then the Seller's counsel is not under any obligation to consider such Offeror's bid;
  - (b) All bids must clearly set out the names of all parties to be on title should the offer be approved by the court, with middle name and how title is to be taken (joint tenancy or tenants in common, with particular ownership interest);
  - (c) To the extent any bid submitted represents a revised offer from the Original Bid, it shall not be necessary for such revised offer to be accompanied by any further

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deposit of funds, and it may be provided on the condition that it is only to be relied upon if other offers are received; and

(d) The Seller's counsel may request that any Offeror provide further information as to the identity of any related parties or operating minds of any corporate entities, so as to satisfy itself as to the Offeror(s)' *bona fides* and ability to complete the sale, including paying the purchase funds upon closing. Should any such Offeror(s) not provide information as may reasonably be requested by the time reasonably required in the request, the Seller's counsel may decline to consider their offer.

5. After receipt of any bids received in accordance with the procedure outlined above, and after the Bid Date:
- (a) The Seller's counsel will open any offers received in envelopes or electronic form;
  - (b) The Seller's counsel shall provide any prior financial chargeholder's counsel with a copy of all offers it has received, either in envelopes or electronically, if the offer to be presented to court is not sufficient to discharge that encumbrance; and
  - (c) No earlier than 12:00 p.m. (noon) the day before the Hearing Date and no later than 8:00 a.m. on the Hearing Date, the Seller's counsel will electronically forward to the Supreme Court of British Columbia, to the email address for the applicable Registry as set forth in Appendix B hereto, copies of the paper and electronic bids, each saved as its own document together with a request to direct the email to the president, noting the hearing date; and
  - (d) The Seller's counsel is at liberty to discuss the results of the bid process with counsel for any subsequent charge holders and the Seller, in order to obtain instructions as to which offer to support at the court application, provided that such parties agree to keep the results confidential.

The Seller, Seller's counsel and any charge holder's counsel shall undertake to maintain the confidentiality of all bids received, either in envelopes or electronically.

6. At the hearing, the Seller's counsel will report to the Court as to the results of the Bid Process and provide the Court with its position as to the best offer for the Court's further consideration, approval and pronouncement of a vesting order if deemed appropriate.
7. After the Hearing, the Seller's counsel shall notify the successful Offeror of the outcome of the hearing and file the approved offer with the court by way of requisition.
8. All parties, including all Offerors, acknowledge that the Court retains its full discretion with respect to the application for approval of any sale, including with respect to the use of the Bid Process and the consideration of any offers that were not made in compliance with the Bid Process ("**Non-Compliant Offers**"). In addition to complying with paragraph 6 of this Bid Process, the Seller's Counsel should advise the Court at the beginning of the application for sale approval whether any Non-Compliant Offers were received and the Court retains full discretion to review and consider any Non-Compliant Offer(s) as it sees fit.

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APPENDIX "A"

**TRANSMISSION LETTER**

Date/Time: \_\_\_\_\_

Enclosed is an offer to purchase with respect to the property municipally described as:  
\_\_\_\_\_ (the "Property").

As an offeror for the Property, I (the "Offeror") acknowledge:

- (a) the Seller's counsel may not consider any offer received by them that is not accompanied by a deposit that is by way of bank draft or certified cheque, or proof of its deposit with the Offeror's realtor;
- (b) the Seller's counsel may not consider any offer received after the Bid Date or be required to forward the offer to the Court if received after the Bid Date;
- (c) the Seller's counsel has no responsibility to ensure that an offer is complete, satisfactory, or meets compliance as to form, and is under no obligation to confirm any unclear, missing, ambiguous, or incomplete term or item and may, at its sole discretion, not consider any such offer without incurring any liability to any party, including the Offeror;
- (d) the Seller's counsel may not consider any offer if they have not returned to the Offeror an endorsed copy of this letter; and
- (e) the Seller's counsel may refuse to accept any revisions, amendments or attempts to increase any offer after the Bid Date.

\_\_\_\_\_  
Offeror(s)

**ACKNOWLEDGEMENT OF RECEIPT**

Date/Time: \_\_\_\_\_

By signing below, we hereby acknowledge receipt of either a sealed envelope or an email marked and/or stated to be from: \_\_\_\_\_

In addition, by our signature below, we make no acknowledgement or representation as to the contents of the envelope. The Offeror must satisfy itself that the envelope contains an offer in the form required, is accompanied by a deposit in the appropriate amount and form, and that the contents comply with the Bid Process.

\_\_\_\_\_  
Seller's counsel

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## APPENDIX "B"

EMAIL ADDRESSES OF REGISTRIES

- Victoria Victoria.CourtScheduling@gov.bc.ca
- Nanaimo Nanaimo.chambersdesk@gov.bc.ca
- Vancouver Law Courts VLC.chambersdesk@gov.bc.ca
- New Westminster NewWestminster.chambersdesk@gov.bc.ca
- Chilliwack chilliwack.chambersdesk@gov.bc.ca
- Kamloops kamloops.chambersdesk@gov.bc.ca
- Kelowna Kelowna.chambersdesk@gov.bc.ca
- Vernon JAGCSBVernonScheduling@gov.bc.ca
- Williams Lake office15231@gov.bc.ca
- Prince George Office15214@gov.bc.ca

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**Schedule C – Receiver’s Certificate**

No. VLC-S-S-206552  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Petitioner

AND:

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC’S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONRY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT-DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

Respondents

**RECEIVER’S CERTIFICATE**

- A. Pursuant to the Order of the Court dated July 8, 2020, The Bowra Group Inc. was appointed as Receiver of the assets, undertakings and properties of Conian Developments (La Voda) Inc. (“**La Voda I**”) and Conian Developments (La Voda II) Inc. (“**La Voda II**”)
- B. Pursuant to an Order of the Court dated October \_\_, 2020 (the “**Approval and Vesting Order**”), the Court approved the sale of the Property to 126683 B.C. Ltd. (the “**Purchaser**”), providing for the vesting in the Purchaser of all of La Voda I’s and La Voda II’s right, title and interest in and to the Property (as defined in the Contact of Purchase and Sale), which vesting is to be effective with respect to the Property upon delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Property; and (ii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Property pursuant to the Contract of Purchase and Sale; and
2. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at \_\_\_\_\_ on October \_\_\_\_, 2020.

**THE BOWRA GROUP INC., in its  
capacity as Receiver of La Voda I  
and La Voda II**

Per: \_\_\_\_\_  
Name:  
Title:

**Schedule D – Purchased Lands**

The lands and premises situate at 11077, 11037 – 11069 Ravine Road & 11054 – 11080 132<sup>nd</sup> Street, Surrey, British Columbia and legally described as:

PID 030-337-020

LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP73667

PID 007-131-895

LOT 80 EXCEPT: PARCEL H (BYLAW PLAN 87021) SECTION 15 BLOCK 5  
NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 34840

PID 011-422-220

LOT 5 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW  
WESTMINSTER  
DISTRICT PLAN 9739

PID 001-427-288

LOT 3 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW  
WESTMINSTER  
DISTRICT PLAN 9739

PID 000-674-672

LOT 1, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION  
15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT  
PLAN 8791

PID 011-362-588

LOT 2, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION  
15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT  
PLAN 8791

PID 011-422-203

LOT 4 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW  
WESTMINSTER  
DISTRICT PLAN 9739

PID 011-362-596

LOT 3, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION  
15  
BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN  
8791



**Schedule E – Claims to be deleted/expunged from title to Real Property**

1. All mortgages, assignment of rents, priority agreements, claims of builders liens and certificates of pending litigation registered against Title Numbers CA7242616, CA7263179, CA7263185, CA7263180, CA7263184, CA7263181, CA7263183 and CA7263182.

**Schedule F – Permitted Encumbrances, Easements and Restrictive Covenants  
related to Real Property**

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown or contained in any other grant or disposition from the Crown and registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities.

No. VLC-S-S-206552  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Petitioner

AND:

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

Respondents

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**APPROVAL AND VESTING ORDER**

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No. VLC-S-S-206552  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

ROMSPEN INVESTMENT CORPORATION

Petitioner

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CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

Respondents

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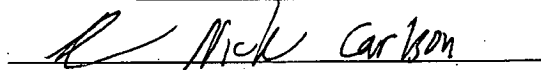
**NOTICE OF APPLICATION**

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This is Exhibit  E  referred to in the affidavit of

John McEown  sworn (or affirmed)

before me on  13/Sep/2021  (dd/mmm/yyyy)



A Commissioner for taking Affidavits  
within British Columbia



No. VLC-S-S-206552  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Petitioner

AND:

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

Respondents

**ORDER MADE AFTER APPLICATION**

**APPROVAL AND VESTING ORDER**

BEFORE THE HONOURABLE

2 November 2020

MADAM JUSTICE MORELLATO

THE APPLICATION of The Bowra Group Inc., in its capacity as Court-appointed Receiver of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc. (the "Receiver") of the assets, undertakings and properties of Romspen Investment Corporation coming on for hearing at Vancouver, British Columbia, by telephone, on the 15, 20, and 23 days of October 2020 and on the 2 day of November 2, 2020; AND ON HEARING Peter J. Reardon,

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counsel for the Receiver, and those other counsel listed on Schedule "A" hereto;

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "Transaction") contemplated by the Contract of Purchase and Sale dated October 30, 2020 (the "Sale Agreement") between the Receiver and 126833 B.C. Ltd. (the "Purchaser"), a copy of which is attached as Schedule "B" to this Order is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the property described in the Sale Agreement (the "Lands").
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule "C" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Lands described in the Sale Agreement and listed on Schedule "D" hereto shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated July 8, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule "E" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "F" hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Lands are hereby expunged and discharged as against the Lands.
3. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from the solicitor for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
  - (a) enter the Purchaser as the owner of the Lands, as identified in Schedule "D" hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe

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holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule "F".
4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Lands shall stand in the place and stead of the Lands, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Lands with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
5. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
6. Subject to the terms of the Sale Agreement, vacant possession of the Lands shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "F".
7. The net purchase price after adjustments shall be paid to The Bowra Group Inc., in trust, or otherwise in accordance with the written direction of The Bowra Group Inc., and shall be paid out in accordance with the following priorities without further order:
  - (a) first, any arrears of taxes, water and sewer rates, interest, and penalties thereon;
  - (b) second, the real estate commission in the amount of 1.25% of the gross selling price, plus applicable taxes on the commission, payable to Cushman & Wakefield ULC;
  - (c) third, to the Petitioner the amount required to pay the outstanding balance of its mortgages including interest and any protective disbursements;
  - (d) fourth, to the Respondent, Ajit Singh Gill, the amount required to pay the outstanding balance of its mortgages including any interest and any protective disbursements; and
  - (e) fifth, the balance then remaining of the proceeds of the sale, if any, to be held by the Bowra Group in Trust and to be held pending further order of this Honourable Court.
8. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court provided that the Closing Date occurs within 55 days of the date of this Order.



- 4 -

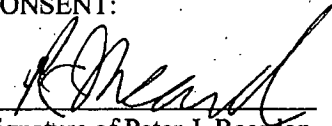
## 9. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made by or in respect of the Debtor,


the vesting of the Lands in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 11. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
- 12. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

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

  
 \_\_\_\_\_  
 Signature of Peter J. Reardon  
 Lawyer for the Receiver

BY THE COURT

  
 \_\_\_\_\_  
 REGISTRAR

- 2 -

**Schedule A – Appearance List**

| <b>Party</b>   | <b>Counsel</b>      |
|--|---------------------|
| Romspen Investment Corporation   | Scott Stephens      |
| The Bowra Group Inc., Receiver of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc.                           | Peter J. Reardon    |
| Exchange Bank of Canada  | Daniel D. Nugent    |
| McEown & Associates Inc.   | Katie G. Mak        |
| Pacific Edge Forming 2016 Ltd., AAA Plumbing & Heating Ltd., D.J. Masonary Ltd. aka D.J. Masonry Ltd. and Pro-Fit Structures (2007) Ltd. | Adnan N. Habib      |
| CBA Enterprises Ltd.   | Cody Reedman        |
| Rona Inc. and Agent for Counsel for Graestone Ready Mix  | Phil Di Tomaso      |
| W.S. Fire Protection Ltd.  | Jon Goheen          |
| Brar Natural Flour Milling (BC) Inc. and House of Sher 2018 Ltd.   | William E.J. Skelly |
| 1266833 B.C. Ltd.  | Kimberly Robertson  |
| 1175899 B.C. Ltd.  | Jeremy West         |
| Signature Capital Inc.   | Colin Brousson      |
| Kuzco Lighting Inc.  | Scott Turner        |
| Mid Valley Rebar   | S. Fruitman         |
| MSD Engineering Inc.   | Moncef Dif          |
| On own behalf  | Ronnie Gill         |

- 3 -

|   |                |
|---|----------------|
| On own behalf                             | Jay Haribhai   |
| On own behalf and on behalf of S. Ghumman | S. Ghumman     |
| On own behalf                             | Parmijt Parhar |
| On own behalf                             | Ranjit Gill    |

**Schedule B – Sale Agreement**

(Attached)



No. VLC-S-S-206552  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

**ROMSPEN INVESTMENT CORPORATION**

Petitioner

AND:

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

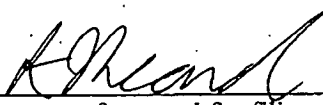
Respondents

**REQUISITION - GENERAL**

Filed by: The Bowra Group Inc., Receiver of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc. (the "filing party")

Required: file the Contract of Purchase and Sale approved by Madam Justice Morellato on November 2, 2020, attached hereto as Schedule "A".

Date: 2/NOV/2020

  
\_\_\_\_\_  
Signature of counsel for filing party  
PETER J. REARDON

THIS REQUISITION is prepared by Peter J. Reardon, of the firm of Nathanson, Schachter & Thompson LLP, Barristers and Solicitors, whose place of business and address for service is Suite 750 – 900 Howe Street, Vancouver, B.C. V6Z 2M4, telephone (604) 662-8840 and whose email address for service is [preardon@nst.ca](mailto:preardon@nst.ca) with a copy to [jpinard@nst.ca](mailto:jpinard@nst.ca).



THE CANADIAN BAR ASSOCIATION  
Branch Columbia Branch

### CONTRACT OF PURCHASE AND SALE

BROKERAGE: Cushman & Wakefield DATE: \_\_\_\_\_  
 ADDRESS: #700 - 700 West Georgia Street Vancouver PC: V7Y 1A1 PHONE: (604) 683-3111  
 PREPARED BY: Bill Randall PREC\* MLS# NO: \_\_\_\_\_

|   |                                 |
|---|---------------------------------|
| SELLER: <u>The Bowra Group, in its Capacity as</u><br><u>Court Appointed Receiver of Conian Developments</u><br><u>(La Voda) Inc. and Conian Developments</u><br><u>(La Voda II) Inc. as a party with conduct of sale</u> | BUYER: <u>1266833 B.C. Ltd.</u> |
| PC: _____   | BUYER: _____                    |
| PHONE: _____  | ADDRESS: _____                  |
|   | PC: _____                       |
|   | PHONE: _____                    |
|   | OCCUPATION: _____               |

#### PROPERTY:

11077, 11037-11069 Ravine Road & 11054 - 11080, 132nd Street  
 UNIT NO. ADDRESS OF PROPERTY  
132nd Street, Surrey, BC  
 CITY/TOWN/MUNICIPALITY POSTAL CODE  
030-337-020 007-131-895, 011-422-220, 001-427-288, 000-674-672, 011-362-596, 001-362-588 & 011-422-203  
 PID OTHER PID(S)

|  |   |
|--|---|
| <u>Lot 1, Sec 15, Blk 5</u>                              | <u>Lot 80, Blk 5N, Plan NWP 34840, Sec 15</u>             |
| <u>Lots 3, 4 &amp; 5, Blk 5N, Plan NWP 9739, Sect 15</u> | <u>Lot 1, 2 &amp; 3, Block 5N, Plan NWP 8791, Sect 15</u> |

#### LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. PURCHASE PRICE: The purchase price of the Property will be \_\_\_\_\_  
thirty five million one hundred and five thousand.  
 \_\_\_\_\_ DOLLARS \$ 35,105,000.00 (Purchase Price)

2. DEPOSIT: A deposit of \$ 1,000,000.00 which will form part of the Purchase Price, will be paid within 24 hours of acceptance unless agreed as follows: Bank draft to be received by Cushman & Wakefield by 400pm October 30th, 2020

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to \_\_\_\_\_ and held in trust in accordance with the provisions of the Real Estate Services Act. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the Real Estate Services Act pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

|                    |  |  |                    |
|--------------------|--|--|--------------------|
| <u>[Signature]</u> |  |  | <u>[Signature]</u> |
| INITIALS           |  |  |                    |

11077, 11037-11069 Ravine Road & 11054 - 11080 132nd Street, Surrey, BC  
PROPERTY ADDRESS

PAGE 2 of 6 PAGES

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

See attached Schedule "A" and Appendix "A".

- PID 030-337-020

The La Voda II properties include:

- PID 000-674-672;
- PID 001-427-288;
- PID 007-131-895;
- PID 011-422-220;
- PID 011-422-203;
- PID 011-362-596; and
- PID 011-362-588

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

|   |  |  |    |
|---|--|--|----|
| → |  |  | CP |
|---|--|--|----|

INITIALS

11077, 11037-11069 Ravine Road & 11054 - 11080 132nd Street, Surrey, BC  
 PROPERTY ADDRESS

PAGE 3 of 6 PAGES

4. **COMPLETION:** The sale will be completed on 45 days after Court Approval, yr. \_\_\_\_\_ (Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at 45 days after Court Approval m. on \_\_\_\_\_, yr. \_\_\_\_\_ (Possession Date) OR, subject to the following existing tenancies, if any:  
 \_\_\_\_\_
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of 45 days after Court Approval, yr. \_\_\_\_\_ (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:  
 The Purchase Price shall include an assignment of the cash securities held by the City of Surrey to the extent that the Receiver can make such assignment. The cash securities include:  
 - BSC (Permit# 4517-0221-00) - \$104,540.00                      - Landscaping - \$224,926.14  
 - Engineering Works - \$1,363,584.00                      - BSC (Permit # 4517-0354-00) - \$67,692.00  
 - Damage Deposit - \$2,500.00                              - Damage Deposit - \$2,500.00  
 - Shoring/Hoarding - \$87,500.00  
**BUT EXCLUDING:** \_\_\_\_\_
8. **VIEWED:** The Property and all Included Items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on \_\_\_\_\_ yr. \_\_\_\_\_
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

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- 11B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- for all purposes consistent with the transaction contemplated herein;
  - if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

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- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

**20. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

**20A. RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

**21. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Seller has an agency relationship with Bill Randall \*PREC (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to Cushman & Wakefield ULC (Brokerage).

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B. The Buyer acknowledges having received, read and understood RECBC form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Buyer has an agency relationship with \_\_\_\_\_ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to \_\_\_\_\_ (Brokerage).

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C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled *"Disclosure of Risks Associated with Dual Agency"* and hereby confirm that they each consent to a dual agency relationship with \_\_\_\_\_ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to \_\_\_\_\_ (Brokerage), having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated \_\_\_\_\_.

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D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form *"Disclosure of Risks to Unrepresented Parties"* from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form *"Disclosure of Risks to Unrepresented Parties"* from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

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22. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

23. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

24. **OFFER:** This offer, or counter-offer, will be open for acceptance until 5:00 o'clock p. m. on November 2, yr. 2020 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X  
WITNESS

BUYER

1266833 B.C. Ltd.

PRINT NAME

X  
WITNESS

BUYER

PRINT NAME

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the Immigration and Refugee Protection Act:

Yes

INITIALS

No

INITIALS

25. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated November 2, yr. 2020

The Seller declares their residency:

RESIDENT OF CANADA

INITIALS

NON-RESIDENT OF CANADA

INITIALS

as defined under the Income Tax Act.

X  
WITNESS

SELLER

The Bowra Group, in its Capacity as  
PRINT NAME

X  
WITNESS

SELLER

Court Appointed Receiver of Conna  
PRINT NAME

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

### CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

**THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.**

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. **READ IT CAREFULLY.** The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
  - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
  - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to *lawyer* lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payments on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) The Buyer should make arrangements through the real estate licensee for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.

5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

**Costs to be Borne by the Seller**

Lawyer or Notary Fees and Expenses:

- attending to execution documents.
- Costs of clearing title, including:- Investigating title,
- discharge fees charged by encumbrance holders,
- prepayment penalties.
- Real Estate Commission (plus GST).
- Goods and Services Tax (if applicable).

**Costs to be Borne by the Buyer**

Lawyer or Notary Fees and Expenses:

- searching title,
- drafting documents.
- Land Title Registration fees.
- Survey Certificate (if required).
- Costs of Mortgage, including:
  - mortgage company's Lawyer/Notary.

- appraised (if applicable)  
- Land Title Registration fees.  
- Fire Insurance Premium.  
- Sales Tax (if applicable).  
- Property Transfer Tax.  
- Goods and Services Tax (if applicable).

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg. empty home tax and speculation tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyer/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyer/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.

8. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.

9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. *Real Estate Council Rules 5-8:* If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.

11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.

12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.

**SCHEDULE "A"**  
**(Court Approved Sale)**

DATE: \_\_\_\_\_

**CONTRACT OF PURCHASE AND SALE RE: 11077, 11037 - 11069 Ravine Road & 11054 - 11080 132<sup>nd</sup> Street, Surrey, B.C. (the "Property")**

The following terms replace, modify and where applicable override the terms of the attached Contract of Purchase and Sale ("Standard Contract"). Where a conflict arises between the terms of this Schedule and the Standard Contract, the terms of this Schedule shall apply. Notwithstanding any term or condition to this Contract of Purchase and Sale, whether contained herein or otherwise, on accepting this Contract of Purchase and Sale the parties hereto agree as follows:

1. All references to Vendor/Seller in the Standard Contract and in this Schedule mean The Bowra Group Inc. in its capacity as Court-Appointed Receiver of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc. (the "Receiver") pursuant to Court-ordered conduct of sale pronounced in B.C. Supreme Court Action No. VLC-S-S-206552, Vancouver Registry (the "Proceeding"), and not as vendor or owner.
2. The Receiver agrees, subject to the other terms of this Contract of Purchase and Sale, to present this contract of Purchase and Sale to Court for approval and in so doing is not contractually or otherwise liable to any party in any way.
3. The Buyer accepts the Property "as is, where is" as of the Possession Date and saves the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.
4. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Property. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the Property.
5. The Buyer acknowledges and agrees that, except for any assets specifically included, the assets to be purchased under the Contract of Purchase and Sale do not include any personal property or chattels and that any personal property or chattels remaining in the premises on the Property which are taken by the Buyer are taken by him at his own risk completely, without representation or warranty of any kind from the Receiver as to the ownership or state of repair of any such personal property or chattels.
6. The Buyer acknowledges and agrees that there will be no adjustments, including but not limited to adjustments for rents or security deposits, made to the purchase price on account of any tenancies assumed by the Buyer.
7. The Receiver is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or his tenants, guests, assigns, agents or by persons unknown.
8. This Contract of Purchase and Sale is subject to approval by the Supreme Court of British Columbia (the "Court"), with the real estate commission in respect of this contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court in the Proceedings. This condition is for the sole benefit of the Receiver.
9. The Buyer acknowledges and agrees that other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Contract of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. The Receiver may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Receiver gives no undertaking to advocate the acceptance of this offer. To protect his, her or its interest in purchasing the Property, the Buyer acknowledges and agrees that he, she or it should attend at the Court hearing in person or by agent and be prepared there to make such amended or increased offer to purchase the Property as the Court may permit or direct. The Buyer further acknowledges and agrees

that he, she or it will follow the "Bid Process" attached hereto as Schedule "A" as long as Covid-19 Notice No. 31 is in effect.

10. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval the Receiver determines it is inadvisable to present this Contract of Purchase and Sale to the Court for any reason whatsoever, and in any such event the Receiver shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.
11. The Buyer acknowledges and agrees that he, she or it is purchasing title in the Property free and clear of all encumbrances of the parties to the Proceeding concerning the Property in the Supreme Court of British Columbia in accordance with such vesting order as may be made in the Proceeding except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties contained in the original grant or contained in any other grant or disposition from the Crown registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.
12. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Receiver may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to the Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies.
13. No property condition disclosure statement concerning the Property forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.
14. The Purchase Price does not include Goods and Services Tax, if any, which shall be payable by the Buyer.
15. The Receiver may, at its sole discretion, extend the Completion Date by up to 10 days.
16. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Receiver may have at law or in equity against the Buyer. In accordance with a 30(1)(g) and 30(2)(b) of the *Real Estate Services Act*, the Buyer and Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand from the Receiver or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.
17. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque, bank draft, cash or certified Lawyer's/Notary's trust cheque, and shall be delivered by prepaid courier to the solicitor acting for the Receiver


\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Witness

  
The Bowra Group Inc. in its capacity as Court-Appointed Receiver of Conlan Developments (La Voda) Inc. and Conlan Developments (La Voda II) Inc., as party with conduct of sale

APPENDIX 'A'

TRANSMISSION LETTER

Date/Time: \_\_\_\_\_

Enclosed is an offer to purchase with respect to the property municipally described as:  
\_\_\_\_\_ (the "Property");

As an offeror for the Property, I (the "Offeror") acknowledge:

- (a) the Seller's counsel may not consider any offer received by them that is not accompanied by a deposit that is by way of bank draft or certified cheque, or proof of its deposit with the Offeror's realtor;
- (b) the Seller's counsel may not consider any offer received after the Bid Date or be required to forward the offer to the Court if received after the Bid Date;
- (c) the Seller's counsel has no responsibility to ensure that an offer is complete, satisfactory, or meets compliance as to form, and is under no obligation to confirm any unclear, missing, ambiguous, or incomplete terms or items and may, at its sole discretion, not consider any such offer without incurring any liability to any party, including the Offeror;
- (d) the Seller's counsel may not consider any offer if they have not returned to the Offeror an endorsed copy of this letter; and
- (e) the Seller's counsel may refuse to accept any revisions, amendments or attempts to increase any offer after the Bid Date.

\_\_\_\_\_  
Offeror(s)

ACKNOWLEDGEMENT OF RECEIPT

Date/Time: \_\_\_\_\_

By signing below, we hereby acknowledge receipt of either a sealed envelope or an email marked and/or stated to be from: \_\_\_\_\_

In addition, by our signature below, we make no acknowledgement or representation as to the contents of the envelope. The Offeror must satisfy itself that the envelope contains an offer in the form required, is accompanied by a deposit in the appropriate amount and form, and that the contents comply with the Bid Process.

\_\_\_\_\_  
Seller's counsel

## Schedule C – Receiver's Certificate

No. VLC-S-S-206552  
Vancouver Registry

## IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Petitioner

AND:

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONRY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

Respondents

RECEIVER'S CERTIFICATE

- A. Pursuant to the Order of the Court dated July 8, 2020, The Bowra Group Inc. was appointed as Receiver of the assets, undertakings and properties of Conian Developments (La Voda) Inc. ("La Voda I") and Conian Developments (La Voda II) Inc. ("La Voda II")
- B. Pursuant to an Order of the Court dated October \_\_\_\_, 2020 (the "Approval and Vesting Order"), the Court approved the sale of the Property to 126683 B.C. Ltd. (the "Purchaser"), providing for the vesting in the Purchaser of all of La Voda I's and La Voda II's right, title and interest in and to the Property (as defined in the Contract of Purchase and Sale), which vesting is to be effective with respect to the Property upon delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Property; and (ii) the Transaction has been completed to the satisfaction of the Receiver.



C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Property pursuant to the Contract of Purchase and Sale; and
2. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at \_\_\_\_\_ on October \_\_\_, 2020.

**THE BOWRA GROUP INC., in its  
capacity as Receiver of La Voda I  
and La Voda II**

Per: \_\_\_\_\_  
Name:  
Title:

**Schedule D – Purchased Lands**

The lands and premises situate at 11077, 11037 – 11069 Ravine Road & 11054 – 11080 132<sup>nd</sup> Street, Surrey, British Columbia and legally described as:

PID 030-337-020

LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP73667

PID 007-131-895

LOT 80 EXCEPT: PARCEL H (BYLAW PLAN 87021) SECTION 15 BLOCK 5  
NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 34840

PID 011-422-220

LOT 5 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW  
WESTMINSTER  
DISTRICT PLAN 9739

PID 001-427-288

LOT 3 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW  
WESTMINSTER  
DISTRICT PLAN 9739

PID 000-674-672

LOT 1, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION  
15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT  
PLAN 8791

PID 011-362-588

LOT 2, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION  
15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT  
PLAN 8791

PID 011-422-203

LOT 4 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW  
WESTMINSTER  
DISTRICT PLAN 9739

PID 011-362-596

LOT 3, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION  
15  
BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN  
8791

**Schedule E – Claims to be deleted/expunged from title to Real Property**

1. All mortgages, assignment of rents, priority agreements, claims of builders liens and certificates of pending litigation registered against Title Numbers CA7242616, CA7263179, CA7263185, CA7263180, CA7263184, CA7263181, CA7263183 and CA7263182.

**Schedule F – Permitted Encumbrances, Easements and Restrictive Covenants  
related to Real Property**

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown or contained in any other grant or disposition from the Crown and registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities.

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**ROMSPEN INVESTMENT CORPORATION**

**Petitioner**

**AND:**

**CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.**

**Respondents**

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**APPROVAL AND VESTING ORDER**

---

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

ROMSPEN INVESTMENT CORPORATION

Petitioner

**AND:**

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

Respondents

---

**APPROVAL AND VESTING ORDER**

---

This is Exhibit F referred to in the affidavit of

John McEown sworn (or affirmed)

before me on 13/Sep/2021 (dd/mmm/yyyy)



A Commissioner for taking Affidavits  
within British Columbia

DEC 15 2020

ENTERED



No. VLC-S-S-206552  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Petitioner

AND:

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

Respondents

ORDER MADE AFTER APPLICATION

BEFORE

*Morellato, J.*

15<sup>th</sup> December, 2020

THE APPLICATION of The Bowra Group Inc., in its capacity as Court-appointed Receiver of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc. (the "Receiver") coming on for hearing at Vancouver, British Columbia, by telephone, on Dec 15, 2020; AND ON HEARING Peter J. Reardon, counsel for the Receiver, and those other counsel and parties listed on Schedule "A" hereto; AND UPON READING the material filed:

THIS COURT ORDERS THAT:

1. The claims of lien filed by any person (the "Lien Claimants") prior to the granting of the Order of The Honourable Madam Justice Morellato (the "Approval and Vesting Order")



made in this proceeding on November 2, 2020 and identified in Schedule "E" of the Approval and Vesting Order (the "Liens") are being cancelled from title to the Lands pursuant to s. 24 of the *Builders Lien Act*, S.B.C. 1997 c. 45 (the "Act") with the funds identified on page 3, paragraph 7(e) of the Approval and Vesting Order constituting security pursuant to s. 24 of the *Act* (the "Security").

2. The cancellation of the Liens under the Approval and Vesting Order and this Order shall not deprive the Lien Claimants of the benefits of the *Act*, the Security being posted in substitution for the Lands.
3. Nothing in this order shall affect the right of any person to claim that the said Liens are improper or defective, or that the filing of any of the related claims of lien has been improper or defective.
4. The Security shall also stand as security for any claims by the Lien Claimants of liens against the holdback(s) retained with respect to the improvements which were being constructed on the Lands.
5. Any certificates of pending litigation filed in relation to Liens against the Lands be cancelled, and there be no further claims by the Lien Claimants against the Lands relating to the Liens.
6. The Approval and Vesting Order be amended by;
  - a. Changing the name of the purchaser from 126833 B.C. Ltd. to Quadra Holdings (King George) Ltd.;
  - b. deleting the words "Purchased Assets" on page 3 paragraph 4 and substituting in its place the word "Lands";
  - c. paragraph 7 on page 3 of the Approval and Vesting Order shall be varied by deleting paragraph 7(e) and adding the following;
    - (e) fifth, to the Respondent, CBA Enterprises Ltd., from the amount of the proceeds of sale allocated to the La Voda II Property, if any, the amount required to pay the outstanding balance of its mortgage including any interest and protective disbursements. Until an allocation of the sales proceeds has been ordered, the full amount required to pay the mortgage of CBA Enterprises, together with sufficient funds to pay interest for another two months, will be held by the Receiver until further order.
    - (f) sixth, the Receiver shall hold sufficient funds to pay all of its costs and expenses relating to the receivership; and
    - (g) seventh, the balance then remaining of the proceeds of sale, if any, including the Security, shall be paid to McEown & Associates Ltd., trustee in bankruptcy (the "Trustee") of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc., in trust to be held by the Trustee pending further order of this Honourable Court.

Conian Developments (La Voda II) Inc., in trust to be held by the Trustee pending further order of this Honourable Court.

7. Endorsement of this Order by counsel or any unrepresented party appearing on this application is hereby dispensed with.

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



\_\_\_\_\_  
Signature of Peter J. Reardon  
Lawyer for the Receiver

BY THE COURT



\_\_\_\_\_  
REGISTRAR

No. VLC-S-S-206552  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Petitioner

AND:

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

Respondents

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**ORDER MADE AFTER APPLICATION**

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No. VLC-S-S-206552  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**ROMSPEN INVESTMENT CORPORATION**

**Petitioner**

**AND:**

CONIAN DEVELOPMENTS (LA VODA) INC., CONIAN DEVELOPMENTS (LA VODA II) INC., CONIAN DEVELOPMENTS INC., B.C. CURRENCY EXCHANGE INC., RANA WASIF KHALIQ, ROBINA KHAN, AJIT SINGH GILL, PACIFIC EDGE FORMING 2016 LTD., KUZCO LIGHTING INC., GRAESTONE READY MIX INC., TTF SCAFFOLDING INC., E.S.R. ELECTRIC LTD., MIDVALLEY REBAR LTD., MEGA CRANES LTD., EXCHANGE BANK OF CANADA, WEST COAST STEEL LTD., DULAI ROOFING LTD., AAA PLUMBING & HEATING LTD., RONA INC., KC'S PUMPING SERVICES INCORPORATED, RITU KARMA ENTERPRISES CORP., D.J. MASONARY LTD. aka D.J. MASONRY LTD., W.S. FIRE PROTECTION LTD., ACTIVE PHARMA INC., NARINDER KHEHRA aka NARINDER KKHEHRA, PEAK DISPOSAL SERVICES INC., SIDHU IQBAL SINGH, NINDERPAL SINGH SIDHU, KING STONE SLINGER LTD., TIDES CONSULTING LTD., PRO-FIT STRUCTURES (2007) LTD., MSD ENGINEERING INC., WEDLER ENGINEERING LLP, BARNETT DEMBEK ARCHITECTS INC., and CBA ENTERPRISES LTD.

**Respondents**

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**APPEARANCE LIST**

**December 15, 2020  
by telephone**


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| <b>Party</b>   | <b>Counsel</b>   |
|--|------------------|
| The Bowra Group Inc., Receiver of Conian Developments (La Voda) Inc. and Conian Developments (La Voda II) Inc.                           | Peter J. Reardon |
| Rona Inc. and Agent for Counsel for Graestone Ready Mix  | Philip Di Tomaso |
| Pacific Edge Forming 2016 Ltd., AAA Plumbing & Heating Ltd., D.J. Masonary Ltd. aka D.J. Masonry Ltd. and Pro-Fit Structures (2007) Ltd. | Adnan Habib      |
| Midvalley Rebar Ltd.   | Steve Fruitman   |
| McEown & Associates Inc.   | Katie Mak        |
| CBA Enterprises Ltd.   | Cody Reedman     |

This is Exhibit G referred to in the affidavit of

John McEown sworn (or affirmed)

before me on 13/Sep/2021 (dd/mmm/yyyy)

 Nick Carlson

A Commissioner for taking Affidavits  
within British Columbia

**CLARK WILSON** LLP

Reply to: **Katie G. Mak**  
Direct Tel: 604.643.3105  
Email: [KMak@cwilson.com](mailto:KMak@cwilson.com)  
File No: 48989-0003

**CLARK WILSON** LLP  
Barristers & Solicitors  
Trademark Agents  
900-885 West Georgia Street  
Vancouver, BC V6C 3H1 Canada  
T. 604.687.5700 | F. 604.687.6314  
[cwilson.com](http://cwilson.com)

April 19, 2021

**BY EMAIL AND/OR MAIL**

**Attention: Lien Claimants**

Dear Sirs/Mesdames:

**Re: Lien Claims and Romspen Investment Corporation v. Conian Developments (La Voda) Inc., Conian Developments (La Voda II) Inc., Conian Developments Inc. and others, BCSC No. VLC-S-S-206552, Vancouver Registry**

We are counsel to McEown & Associates Ltd. in its capacity as trustee in bankruptcy (the "Trustee") of Conian Developments (La Voda) Inc., Conian Developments (La Voda II) Inc., Conian Developments Inc. We write further to your claim of lien filed against the "La Voda Project" and the Orders of Madam Justice Morellato made in the above-referenced proceedings on November 2, 2020 and December 15, 2020.

Pursuant to the Orders, the Trustee currently holds the proceeds of sale, including the funds constituting security for the claims of liens pursuant to s. 24 of the *Builders Lien Act*, S.B.C. 1997 c. 45 (the "Act"), in trust.

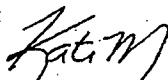
The Trustee is in the process of reviewing the lien claims and endeavours to have this completed in the next 60 days. We or the Trustee will be in touch with you should we have any questions with respect to your claim.

We note that many of the lien claims are approaching the one year period under the Act in which a lien claimant must commence an action in British Columbia Supreme Court in support of its claim. We urge you to ensure that you preserve your claims in accordance with the Act. The Trustee hereby consents to the lifting of the stay of proceedings under s. 69.3(1) of the *Bankruptcy and Insolvency Act* for the limited purpose for the commencement of your action, if you haven't done so to date. If a Notice of Civil Claim is filed, please provide us with a copy of the filed pleading when obtained.

Yours truly,

**CLARK WILSON** LLP

Per:



Katie G. Mak

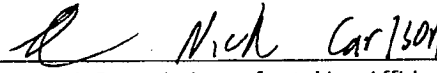
KGM/dht

cc: Trustee

This is Exhibit  H  referred to in the affidavit of

John McEown  sworn (or affirmed)

before me on  13/Sep/2021  (dd/mmm/yyyy)



A Commissioner for taking Affidavits  
within British Columbia



Schedule "A"

## NEW WESTMINSTER LAND TITLE OFFICE

BUILDERS LIEN ACT  
FORM 5 (Sections 15, 16, 18)

May-29-2020 09:28:51.001

CA8214409

CLAIM OF LIEN Province of British Columbia

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Adnan Naiyer  
Habib J881VI

Digitally signed by Adnan  
Naiyer Habib J881VI  
Date: 2020.05.29  
09:17:32 -07'00'

APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Baker Newby LLP

Barristers &amp; Solicitors

200 - 2955 Gladwin Road

Abbotsford

BC V2T 5T4

Document Fees: \$0.00

Adnan N. Habib

604-852-3646

File No. 660990001

1. Adnan N. Habib, Lawyer of Baker Newby LLP  
200 - 2955 Gladwin Rd., Abbotsford, British Columbia, V2T 5T4 , agent of the lien claimant state that:

1. D. J. MASONARY LTD.

Incorporation No.  
BC0771922

of 8955 - 140A Street, Surrey, British Columbia, V3V 7H1

claims a lien against the following land:

[PID]

[legal description]

030-337-020

LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP73667STC? YES 

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

Masonry block work and other related work

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

Conian Developments Inc.

4. The sum of \$ 44,281.46 is or will become due and owing to D. J. Masonary Ltd. also known as  
D.J. Masonry Ltd. on May 29, 2020

5. The lien claimant's address for service is:

Baker Newby LLP, Lawyers; 200 - 2955 Gladwin Road, Abbotsford, British Columbia, V2T 5T4.  
Attention: Adnan N. HabibSigned: 

Date: May 29, 2020

Note: Section 45 of the Builders Lien Act provides as follows:

45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.

(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

**Assessment Roll Report**

**Disclaimer**

This information is obtained from various sources and is determined as of the specific dates set out in the Assessment Act. As a result, BC Assessment cannot warrant that it is current or accurate, and provides it for your convenience only. Use of this information without verification from original sources is at your own risk.

©BC Assessment

|                           |   |                      |              |
|---------------------------|---|----------------------|--------------|
| <b>Report Date:</b>       | May 06, 2020  | <b>Report Time:</b>  | 04:18:09 PM  |
| <b>Folio:</b>             | 660270001   | <b>For:</b>          | PE59693      |
| <b>Roll Year:</b>         | 2020  | <b>Roll Number:</b>  | 2150-00063-5 |
| <b>Area:</b>              | 14  | <b>Jurisdiction:</b> | 326          |
| <b>School District:</b>   | 36  |                      |              |
| <b>Neighbourhood:</b>     | 012 - North Whalley/Bridgeview  |                      |              |
| <b>Property Address:</b>  | 11075/11077 RAVINE RD SURREY BC V3T 3X5   |                      |              |
| <b>Owner Name:</b>        | CONIAN DEVELOPMENTS (LA VODA) INC   | <b># of Owners:</b>  | 1            |
| <b>Owner Address:</b>     | 10469 125B ST SURREY BC V3V 5A8   |                      |              |
| <b>Document No:</b>       | CA7242616   |                      |              |
| <b>PID:</b>               | 030-337-020   |                      |              |
| <b>Legal Description:</b> | Lot 1, Block 5N, Plan EPP73667, Section 15, Range 2W, New Westminster Land District |                      |              |

|                       |             |                    |                            |
|-----------------------|-------------|--------------------|----------------------------|
| <b>2020 Value</b>     |             |                    |                            |
| <b>Property Class</b> | <b>Land</b> | <b>Improvement</b> |                            |
| Residential           | \$8056000   | \$18022000         |                            |
|                       |             |                    | <b>Total Actual Value:</b> |
|                       |             |                    | \$26078000                 |

|                       |             |  |                                      |
|-----------------------|-------------|--|--------------------------------------|
| <b>2019 Value</b>     |             |  |                                      |
| <b>Property Class</b> | <b>Land</b> |  |                                      |
| Residential           | \$7384000   |  |                                      |
|                       |             |  | <b>Total Actual Value:</b> \$7384000 |

|                       |             |  |                                      |
|-----------------------|-------------|--|--------------------------------------|
| <b>2018 Value</b>     |             |  |                                      |
| <b>Property Class</b> | <b>Land</b> |  |                                      |
| Residential           | \$6042000   |  |                                      |
|                       |             |  | <b>Total Actual Value:</b> \$6042000 |

**Manual Class:** D702 - Strata Apartment - Frame  
**Actual Use:** 030 - Strata-Lot Residence (Condominium)  
**Tenure:** 01 - Crown-Granted  
**ALR:**  
**Land Dimension:** 1.233 **Land Dimension Type:** Acres

|               |               |   |
|---------------|---------------|---|
| <b>Sales:</b> | <b>Number</b> | <b>Description</b>  |
|               | #1            | A NON-SALE occurred on 11 Dec 2018. The document # was CA7242616. |
|               | #2            | A NON-SALE occurred on 16 Nov 2017. The document # was CA6448015. |

**Additional Owners:**

No Additional Owners

**Associated PIDs:**

| Account Summary - Coman Developments, Inc. |                |             |
|--|----------------|-------------|
| Invoice #                                  | Date           | Amount      |
| 569  | April 28, 2020 | \$15,720.26 |
| 573  | May 21, 2020   | \$22,377.60 |
| Holdback - 569                             |                | \$1,746.70  |
| Holdback - 564                             |                | \$1,050.50  |
| Holdback - 573                             |                | \$2,486.40  |
| Block delivery                             |                | \$900.00    |
|  | Subtotal:      | \$44,281.46 |

**D.J Masonry Ltd.***Brick, Block, Fireplaces, Culture Stone, and Glass Block*

8955 140A St.  
 Surrey, B.C V3V 7H1  
 Phone: 604-782-2035

**INVOICE**

INVOICE NO: 0564  
 DATE: MARCH 1, 2020

TO:  
**CONIAN DEVELOPMENT**  
 11075, 11077  
 Ravine Rd.  
 Surrey BC

| DESCRIPTION                     | Quantity | Unit Price | AMOUNT      |
|---------------------------------|----------|------------|-------------|
| Material delivered on site cost |          |            | \$10,004.80 |
| 10% holdback deducted           |          |            | -\$1,000.48 |
| <b>PAID</b>                     |          |            |             |
| SUB TOTAL                       |          |            | \$9,004.32  |
| Total                           |          |            | \$9,454.54  |

Make all cheques payable to D.J Masonry Ltd.

No other receipt will be issued. Amount payable on receipt of invoice GST # 839816162 B.C. 0001

2% interest charged on all overdue accounts.

**D.J Masonry Ltd.***Brick, Block, Fireplace, Culture Stone, and Glass Block*

8955 140A St.  
 Surrey, B.C V3V 7H1  
 Phone: 604-782-2035

**INVOICE**

INVOICE NO: 0569  
 DATE: APRIL 28, 2020

**TO:**

**CONIAN DEVELOPMENT**  
 11075, 11077  
 Ravine Rd.  
 Surrey BC

| DESCRIPTION   | Quantity | Unit Price | AMOUNT                     |
|---|----------|------------|----------------------------|
| 11.24% Block work has been completed.<br>10% holdback |          |            | \$16,635.20<br>-\$1,663.52 |
| <b>SUB TOTAL</b>                                      |          |            | <b>\$14,971.68</b>         |
| <b>Total</b>  |          |            | <b>\$15,720.26</b>         |

Make all cheques payable to DJ Masonry Ltd.

No other receipt will be issued. Amount payable on receipt of invoice GST # 839816162 B.C. 0001

2% interest charged on all overdue accounts.

**D.J Masonry Ltd.***Brick, Block, Fireplace, Culture Stone, and Glass Block*

8955 140A St.  
 Surrey, B.C V3V 7H1  
 Phone: 604-782-2035

**INVOICE**

INVOICE NO: 0573  
 DATE: MAY 21, 2020

**TO:**

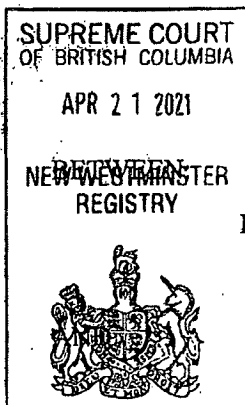
**CONIAN DEVELOPMENT**  
 11075, 11077  
 Ravine Rd.  
 Surrey BC

| DESCRIPTION           | Quantity | Unit Price | AMOUNT             |
|-----------------------|----------|------------|--------------------|
| Black work completion |          |            | \$23,680.00        |
| 10% holdback deducted |          |            | -\$2,368.00        |
| <b>SUB TOTAL</b>      |          |            | <b>\$21,312.00</b> |
| <b>Total</b>          |          |            | <b>\$22,377.60</b> |

Make all cheques payable to D.J Masonry Ltd.

No other receipt will be issued. Amount payable on receipt of invoice GST # 839816162 B.C. 0001

2% interest charged on all overdue accounts.

**237618**No. \_\_\_\_\_  
New Westminster Registry**IN THE SUPREME COURT OF BRITISH COLUMBIA**

D.J. MASONARY LTD. also known as D.J. MASONRY LTD.

PLAINTIFF

CONIAN DEVELOPMENTS INC., and  
CONIAN DEVELOPMENTS (LA VODA) INC.

DEFENDANTS

**NOTICE OF CIVIL CLAIM****This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.****Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.



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**CLAIM OF THE PLAINTIFF****PART 1: STATEMENT OF FACTS**

1. The Plaintiff is a company incorporated pursuant to the laws of the Province of British Columbia and has an address for service located at 200-2955 Gladwin Road, Abbotsford, British Columbia, V2T 5T4.
2. The Defendant Conian Developments Inc. (the "Defendant Conian") is a company incorporated under the laws of the Province of British Columbia and has its registered office located at 10469-125B Street, Surrey, British Columbia, V3V 5A8.
3. The Defendant Conian Developments (La Voda) Inc. (the "Defendant Conian La Voda") is a company incorporated under the laws of the Province of British Columbia and has its registered office located at 10469-125B Street, Surrey, British Columbia, V3V 5A8.
4. The Defendant Conian La Voda was at all material times the registered owner of property located at 11075 and 11077 Ravine Road, Surrey, British Columbia, legally described as:  
  
PID: 030-337-020  
Lot 1 Section 15 Block 5 North Range 2 West New Westminster District Plan EPP73667  
  
(the "La Voda Lands").
5. At all material times, the Defendant Conian was the construction manager or general contractor engaged by the Defendant Conian La Voda for the construction of an improvement on the Lands (the "Improvement").
6. At all material times, the Plaintiff was engaged by the Defendant Conian to provide masonry block work and other related work (the "Work") for the Improvement for the Defendant Conian and the Defendant Conian agreed to pay for the Work (the "Agreement").
7. It was a further term of the Agreement that payment would be made upon receipt of each invoice.
8. Pursuant to the Agreement, the Plaintiff performed the Work it was required to perform for the Defendant Conian for the Improvement.

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9. The principal balance due and owing on account by the Defendant Conian to the Plaintiff as of today's date is the sum of \$44,295.38, which is broken down as follows:

| Invoice No. | Invoice Date   | Amount Due         |
|-------------|----------------|--------------------|
| 569         | April 28, 2020 | \$15,720.26        |
| 573         | May 21, 2020   | \$22,377.60        |
| HB - 569    |                | \$1,746.70         |
| HB - 564    |                | \$1,050.50         |
| HB - 573    |                | \$2,486.40         |
| 570         | May 31, 2020   | \$913.92           |
|             |                | <b>\$44,295.38</b> |

10. The Plaintiff has demanded payment of the sum of \$44,295.38 from the Defendant Conian, but the Defendant Conian has refused or neglected to pay that sum or any part thereof.

11. On May 29, 2020, the Plaintiff made a claim of lien in the amount of \$44,281.46 pursuant to the *Builders Lien Act*, S.B.C. 1997, c.45 (the "*Builders Lien Act*") and filed it against the Lands at the New Westminster Land Title Office which was registered under no. CA8214409 (the "Lien"). The Plaintiff has demanded payment of the Lien from the Defendant Conian La Voda, but the Defendant Conian La Voda has refused or neglected to pay that sum or any portion thereof. The revised amount due under the Lien is \$44,295.38.

12. The Defendant Conian La Voda was obligated by Section 4 of the *Builders Lien Act* to retain a holdback pursuant to that Section.

13. The Plaintiff is a person engaged in connection with the Improvement by or under the person whom the holdback was retained or required to be retained by the Defendant Conian La Voda so that the holdback retained by the Defendant Conian La Voda is charged with payment of the amount of \$44,295.38.

14. Pursuant to an Order of Madam Justice Morellato made November 2, 2020 in British Columbia Supreme Court Action No. S-206552 (Vancouver Registry), the sale of the La Voda Lands was approved.

15. Pursuant to an Order of Madam Justice Morellato made December 15, 2020 in British Columbia Supreme Court Action No. S-206552 (Vancouver Registry), the Lien was cancelled from the La Voda Lands and the remaining sale funds from the sale of the La Voda Lands were to be held in trust by McEown & Associates, Trustee in Bankruptcy for the Defendant Conian La

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Voda, as substitute security for the Lien in place of the Lands (the "Security"). The Lien was subsequently discharged from title to the Lands.

16. The Defendant Conian received certain sums of money on account of the contract price entered into in respect of the Improvement. These sums constitute a trust fund for the benefit of the Plaintiff pursuant to Section 10 of the *Builders Lien Act* (the "Trust"). The Defendant Conian has appropriated or converted all or part of the sums received to uses not authorized by the Trust.

17. The Plaintiff claims the Lien against the Security.

## **PART 2: RELIEF SOUGHT**

1. The Plaintiff claims against the Defendants as follows:
  - (a) A judgment against the Defendant Conian for the sum of \$44,295.38 plus interest pursuant to the *Court Order Interest Act* from and including the date of each invoice to and including the date of judgment;
  - (b) A declaration that the Plaintiff is entitled to the Lien in the amount of \$44,295.38 against the Security and the amount retained or required to be retained by the Defendant Conian La Voda pursuant to Section 4 of the *Builders Lien Act*;
  - (c) A declaration that the Lien is a first charge, lien or encumbrance as against the Security in preference and in priority to all of the right, title and interest of the Defendant Conian La Voda;
  - (d) A judgment or an order that in default of payment of the said sum of \$44,295.38 and costs, the Security be realized for the purposes of realizing the amount of the Lien and costs pursuant to the provisions of the *Builders Lien Act*;
  - (e) An order for all proper and necessary directions, accounts, inquiries and references;
  - (f) Costs; and
  - (g) Such further and other relief as the nature of this case may require and as to this Honourable Court may seem just and reasonable.

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**PART 3: LEGAL BASIS**

1. The Agreement is a valid and binding contract.
2. The Defendant Conian is in breach of the Agreement and as such, the Defendant Conian is liable to the Plaintiff for the debt pursuant to the terms of the Agreement.
3. The Lien is a valid and enforceable claim against the Security and constitutes a charge against the amount of the holdback that the Defendant Conian La Voda retained or was required to retain pursuant to section 4(9) of the *Builders Lien Act*.
4. The Defendant Conian is a trustee under the *Builders Lien Act* and as such, the Defendant Conian is liable for appropriating or converting all or part of the sums received to uses not authorized by the Trust.

Plaintiff's address for service:

Baker Newby LLP  
 Lawyers  
 200 – 2955 Gladwin Road  
 Abbotsford, BC V2T 5T4  
 Attention: Adnan N. Habib

Fax number address for service:

(604) 852-5194

E-mail address for service:

ahabib@bakernewby.com and  
 estewart@bakernewby.com


Place of trial:

New Westminster, British Columbia

The address of the registry is:

Begbie Square, 651 Carnarvon Street  
 New Westminster, BC V3M 1C9

Date: April 20, 2021

  
 \_\_\_\_\_  
 Signature of lawyer for the Plaintiff,  
 Baker Newby LLP

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial or prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

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## APPENDIX

**PART 1: CONCISE SUMMARY NATURE OF CLAIM:**

1. The Defendant Conian is liable to the Plaintiff for breach of contract.
2. The Defendant Conian La Voda is liable to the Plaintiff pursuant to the *Builders Lien Act*.
3. The Defendant Conian is liable to the Plaintiff for breach of trust.

**PART 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

- a motor vehicle accident
- personal injury, other than one arising from a motor vehicle accident
- a dispute about real property (real estate)
- a dispute about personal property
- the lending of money
- the provision of goods or services or other general commercial matters
- an employment relationship
- a dispute about a will or other issues concerning the probate of an estate
- a matter not listed here

**PART 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflicts of law
- none of the above
- do not know

**PART 4:**

1. *Court Order Interest Act*, R.S.B.C. 1996, c. 79
2. *Builders Lien Act*, S.B.C. 1997, c.45

FORM\_CBL\_v20

Schedule "A"

NEW WESTMINSTER LAND TITLE OFFICE

CA8237717

BUILDERS LIEN ACT  
FORM 5 (Sections 15, 16, 18)

Jun-11-2020 10:36:16.001

PAGE 1 OF 1 PAGES

CLAIM OF LIEN Province of British Columbia

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the Land Title Act, RSBC 1996 c.250, that you certify this document under section 168.4(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Adnan Naiyer  
Habib J88IVI

Digitally signed by Adnan  
Naiyer Habib J88IVI  
Date: 2020.06.11  
10:31:25 -0700

APPLICATION: (Name, address, phonenumber of applicant, applicant's solicitor or agent)

Baker Newby LLP  
Barristers & Solicitors  
200 - 2955 Gladwin Road  
Abbotsford BC V2T 5T4  
Document Fees: \$0.00

Adnan N. Habib  
604-852-3646  
File No. 634100004

I, Adnan N. Habib of Baker Newby LLP  
200 - 2955 Gladwin Rd., Abbotsford, British Columbia, V2T 5T4 agent of the lien claimant state that:

1. PRO-FIT STRUCTURES (2007) LTD. Incorporation No  
BC0785466

of 6550 Unsworth Road, Chilliwack, British Columbia, V2R 4P4  
claims a lien against the following land:  
[PID] [legal description]

030-337-020 LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP73667

STC? YES

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:  
Wall panel production and installation, and other related work

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:  
FLII Construction Ltd.

4. The sum of \$ 436,847.81 is or will become due and owing to Pro-Fit Structures (2007) Ltd.  
on June 11, 2020

5. The lien claimant's address for service is:  
Baker Newby LLP, Lawyers, 200 - 2955 Gladwin Road, Abbotsford, British Columbia, V2T 5T4,

DocuSigned by:  
abib  
Signed: James Dowdeswell  
Date: June 11, 2020

Note: Section 45 of the Builders Lien Act provides as follows:  
45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.  
(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

**Pro-Fit Structures (2007) Ltd.**  
**Aged Overdue Receivables Detail As at 08/30/2020**

| Source                           | Type    | Date       | Due Date   | Total Due         | Total Current    | 1 to 30 Overdue   | 31 to 60 Overdue  | 61+ Overdue      |
|----------------------------------|---------|------------|------------|-------------------|------------------|-------------------|-------------------|------------------|
| <b>Fili Construction Limited</b> |         |            |            |                   |                  |                   |                   |                  |
| CN-Claim No. 1                   | Invoice | 02/12/2020 | 02/12/2020 | -379.75 ✓         | -                | -                 | -                 | -379.75          |
| Claim No 4                       | Invoice | 03/28/2020 | 04/30/2020 | 19,518.12 ✓       | -                | -                 | -                 | 19,518.12        |
| 13082267                         | Invoice | 04/24/2020 | 05/24/2020 | 16,423.10 ✓       | -                | -                 | 16,423.10         | -                |
| 13082268                         | Invoice | 04/24/2020 | 05/24/2020 | 14,334.47 ✓       | -                | -                 | 14,334.47         | -                |
| 13082265                         | Invoice | 04/24/2020 | 05/24/2020 | 14,483.68 ✓       | -                | -                 | 14,483.68         | -                |
| Claim No 5                       | Invoice | 04/30/2020 | 05/30/2020 | 132,352.49 ✓      | -                | -                 | 132,352.49        | -                |
| Claim No 6                       | Invoice | 05/26/2020 | 08/25/2020 | 180,517.20 ✓      | -                | 180,517.20        | -                 | -                |
| Contract Holdback                | Invoice | 06/08/2020 | 07/08/2020 | 48,349.51 ✓       | 48,349.51        | -                 | -                 | -                |
| 13082269                         | Invoice | 08/08/2020 | 07/08/2020 | 33,251.01 ✓       | 33,251.01        | -                 | -                 | -                |
| <b>Total outstanding:</b>        |         |            |            | <b>436,847.81</b> | <b>79,600.52</b> | <b>180,517.20</b> | <b>177,593.72</b> | <b>19,138.37</b> |
| <b>Total outstanding:</b>        |         |            |            | <b>436,847.81</b> | <b>79,600.52</b> | <b>180,517.20</b> | <b>177,593.72</b> | <b>19,138.37</b> |

**Pro-Fit Structures (2007) Ltd.**

114-8-6014 Vedder Road  
Chilliwack, British Columbia V2R 5P6

**INVOICE**

Invoice No.:      Claim No. 1  
Date:              12/30/2019  
Ship Date:  
Page:              1  
Re: Order No.

Sold to:

Fill Construction Limited  
#205-10234 152 Street  
Surrey, BC V3R 6N7

Ship to:

Fill Construction Limited  
LaVoda Living - Building 1  
11075/11077 Ravine Road, Surrey, BC

Business No.: 85809 5391

| Unit                              | Quantity | Description  | Tax | Unit Price | Amount    |
|-----------------------------------|----------|--|-----|------------|-----------|
|                                   |          | Progress Draw #1   |     |            |           |
|                                   |          | P Floor<br>Mobilization - 100%                             | G5  |            | 7,732.37  |
|                                   |          | 1st Floor<br>Wall Panel Production - 24.2%                 | G5  |            | 14,065.75 |
|                                   |          | Wall Panel Erection - 3.6%                                 | G5  |            | 3,300.78  |
|                                   |          | Shear Walls<br>Double Sided Shear Walls (In Plant) - 24.2% | G5  |            | 34,801.12 |
|                                   |          | Retention<br>10% Holdback                                  | G5  |            | -8,000.00 |
|                                   |          | Subtotal:  |     |            | 64,000.00 |
|                                   |          | G5 - GST 5%  |     |            | 2,700.01  |
|                                   |          | GST05  |     |            | -0.01     |
|                                   |          | GST05, not included  |     |            |           |
| Shipped By:      Tracking Number: |          |  |     |            | 66,700.00 |
| Terms: Net 30. Due 01/29/2020.    |          |  |     |            | 0.00      |
| Comment:                          |          |  |     |            |           |
| Sold By:                          |          |  |     |            | 66,700.00 |



**Pro-Fit Structures (2007) Ltd.**

114-6014 Vedder Road  
Chilliwack, British Columbia V2R 6P5

**INVOICE**

Invoice No.: Claim No. 1  
Date: 12/30/2019  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:**

Fili Construction Limited  
#205-10234 152 Street  
Surrey, BC V3R 6N7

**Ship to:**

Fili Construction Limited  
LaVoda Living Entire Building  
11075/11077 Ravine Road, Surrey, BC

Business No.: 85809 5391

| Unit                           | Quantity | Description                                | Tax | Unit Price    | Amount     |
|--------------------------------|----------|--|-----|---------------|------------|
|                                |          | Progress Draw #1                           |     |               |            |
|                                |          | 1st Floor                                  | G5  |               | 14,655.57  |
|                                |          | Wall Panel Production - 25%                | G5  |               | 2,307.59   |
|                                |          | Wall Panel Erection - 4.1%                 |     |               |            |
|                                |          | Shear Walls                                | G5  |               | 6,056.05   |
|                                |          | Double Sided Shear Walls (In Plant) - 4.2% |     |               |            |
|                                |          | Retention                                  | G5  |               | -2,301.82  |
|                                |          | 10% Holdback                               |     |               | 20,717.29  |
|                                |          | Subtotal                                   |     |               |            |
|                                |          | G5 - GST 5%                                |     |               | 1,036.86   |
|                                |          | GST05                                      |     |               |            |
| Shipped By: Tracking Number:   |          |  |     | Total Amount  | 21,753.15  |
| Terms: Net 30. Due 01/29/2020. |          |  |     | Amount Paid   | 56,700.00  |
| Comment:                       |          |  |     | Amount Owning | -34,946.85 |
| Sold By:                       |          |  |     |               |            |

**Pro-Fit Structures (2007) Ltd.**

114-8-6014 Vedder Road  
Chilliwack, British Columbia V2R 5P5

**INVOICE**

Invoice No.: Claim No. 2  
Date: 01/24/2020  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:**

Fili Construction Limited  
#205-10234 152 Street  
Surrey, BC V3R 6N7

**Ship to:**

Fili Construction Limited  
LaVoda Living Entire Building  
11075/11077 Ravina Road, Surrey, BC

Business No.: 85808 5391

| Unit                           | Quantity | Description                         | Tax | Unit Price   | Amount    |
|--------------------------------|----------|-------------------------------------|-----|--------------|-----------|
|                                |          | Progress Draw #2                    |     |              |           |
|                                |          | 1st Floor                           |     |              |           |
|                                |          | Walls Panel Production              | G5  |              | 2,083.85  |
|                                |          | Wall Panel Erection                 | G5  |              | 13,845.56 |
|                                |          | Engineering Inspections             | G5  |              | 1,301.75  |
|                                |          | 2nd Floor                           |     |              |           |
|                                |          | Wall Panel Production               | G5  |              | 12,561.92 |
|                                |          | Shear Walls                         |     |              |           |
|                                |          | Double Sided Shear Walls (In plant) | G5  |              | 6,056.05  |
|                                |          | Retention                           |     |              |           |
|                                |          | 10% Holdback                        | G5  |              | -3,585.89 |
|                                |          | Change Orders                       |     |              |           |
|                                |          | Building 1, CO #003                 | G5  |              | 720.00    |
|                                |          | 10% Holdback                        | G5  |              | -72.00    |
|                                |          | Subtotal:                           |     |              | 32,921.04 |
|                                |          | G5 - GST 5%                         |     |              |           |
|                                |          | GST05                               |     |              | 1,646.08  |
| Shipped By: Tracking Number:   |          |                                     |     | Total Amount | 34,567.10 |
| Terms: Net 30. Due 02/23/2020. |          |                                     |     | Amount Paid  | 0.00      |
| Comment:                       |          |                                     |     | Amount Owing | 34,567.10 |
| Sold By:                       |          |                                     |     |              |           |

**Pro-Fit Structures (2007) Ltd.**

114-8-6014 Vedder Road  
Chilliwack, British Columbia V2R 6P5

**INVOICE**

Invoice No.: Claim No 4  
Date: 03/28/2020  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:**

Fill Construction Limited  
#205-10234 162 Street  
Surrey, BC V3R 6N7

**Ship to:**

Fill Construction Limited  
LaVoda Living Entire Building  
11075/11077 Ravine Road, Surrey, BC

Business No.: 85809 5391

| Unit                           | Quantity | Description                       | Tax | Unit Price    | Amount    |
|--------------------------------|----------|-----------------------------------|-----|---------------|-----------|
|                                |          | Progress Draw #4                  |     |               |           |
|                                |          | LAVODA LIVING BUILDING 1          |     |               |           |
|                                |          | 2nd Floor                         |     |               |           |
|                                |          | Wall Panel Erection               | G5  |               | 12,922.62 |
|                                |          | Engineering Inspections           | G5  |               | 1,041.40  |
|                                |          | Floor Joists, Sheathing & Stairs  | G5  |               | 3,838.28  |
|                                |          | Building 1 Change Order #7 - 4.3% | G5  |               | 730.66    |
|                                |          | LAVODA LIVING BUILDING 2          |     |               |           |
|                                |          | 1st Floor                         |     |               |           |
|                                |          | Wall Panel Erection               | G5  |               | 2,019.14  |
|                                |          | Retention                         |     |               |           |
|                                |          | 10% Holdback                      | G5  |               | -2,086.20 |
|                                |          | Subtotal:                         |     |               | 18,686.78 |
|                                |          | G5 - GST 5%                       |     |               |           |
|                                |          | GST05                             |     |               | 929.34    |
| Shipped By: Tracking Number:   |          |                                   |     | Total Amount  | 19,616.12 |
| Terms: Net 35. Due 04/30/2020. |          |                                   |     | Amount Paid   | 0.00      |
| Comment:                       |          |                                   |     | Amount Owning | 19,616.12 |
| Sold By:                       |          |                                   |     |               |           |

**Pro-Fit Structures (2007) Ltd.**

114-9-6014 Vadder Road  
Chilliwack, British Columbia V2R 8P6

**INVOICE**

Invoice No.: 13082287  
Date: 04/24/2020  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:**  
Fill Construction Limited  
#205-10234 152 Street  
Surrey, BC V3R 8N7

**Ship to:**  
Fill Construction Limited  
LaVoda Living Entire Building  
11075/11077 Ravine Road, Surrey, BC

Business No.: 85809 5391

| Unit                                  | Quantity | Description   | Tax       | Unit Price           | Amount           |
|---------------------------------------|----------|---|-----------|----------------------|------------------|
|                                       |          | LaVoda Well Repair Costs  |           |                      |                  |
|                                       |          | Per Attached - Building #2  |           |                      |                  |
|                                       |          | Units Reframed & Redrawn<br>007 009 108 109 118                                   |           |                      |                  |
|                                       |          | Units Redrawn Only<br>001 008 003 004 005 108 107 119 120 121 122 123 211 212 213 |           |                      |                  |
|                                       |          | <b>Total</b>  | <b>G5</b> |                      | <b>15,641.05</b> |
|                                       |          | <b>Subtotal:</b>  |           |                      | <b>15,641.05</b> |
|                                       |          | G5 - GST 6%<br>GST05  |           |                      | <b>782.05</b>    |
| <b>Shipped By:</b>                    |          |   |           | <b>Total Amount</b>  | <b>16,423.10</b> |
| <b>Tracking Number:</b>               |          |   |           | <b>Amount Paid</b>   | <b>0.00</b>      |
| <b>Terms: Net 30. Due 05/24/2020.</b> |          |   |           | <b>Amount Owning</b> | <b>16,423.10</b> |
| <b>Comment:</b>                       |          |   |           |                      |                  |
| <b>Sold By:</b>                       |          |   |           |                      |                  |

**Pro-Fit Structures (2007) Ltd.**

114-8-6014 Vedder Road  
Chilliwack, British Columbia V2R 6P5

**INVOICE**

Invoice No.: 13082266  
Date: 04/24/2020  
Ship Date:  
Page:  
Re: Order No.

Sold to:

Fill Construction Limited  
#205-10234 162 Street  
Surrey, BC V3R 6N7

Ship to:

Fill Construction Limited  
LaVoda Living Entire Building  
11075/11077 Ravine Road, Surrey, BC

Business No.: 85809 5391

| Unit                           | Quantity | Description                 | Tax | Unit Price    | Amount    |
|--------------------------------|----------|-----------------------------|-----|---------------|-----------|
|                                |          | LaVoda Wall Repair Costs    |     |               |           |
|                                |          | Per Attached - Building #1  |     |               |           |
|                                |          | Units Reframed & Redrawn    |     |               |           |
|                                |          | 110 111 112 116 117 209 115 | G5  |               | 13,651.88 |
|                                |          | Subtotal:                   |     |               | 13,651.88 |
|                                |          | G5 - GST 5%                 |     |               |           |
|                                |          | GST05                       |     |               | 682.59    |
| Shipped By: Tracking Number:   |          |                             |     | Total Amount  | 14,334.47 |
| Terms: Net 30. Due 05/24/2020. |          |                             |     | Amount Paid   | 0.00      |
| Comment:                       |          |                             |     | Amount Owning | 14,334.47 |
| Sold By:                       |          |                             |     |               |           |

**Pro-Fit Structures (2007) Ltd.**

114-8-6014 Vedder Road  
Chilliwack, British Columbia V2R 5P6

**INVOICE**

Invoice No.: 13082265  
Date: 04/24/2020  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:**

Fill Construction Limited  
#205-10234 152 Street  
Surrey, BC V3R 6N7

**Ship to:**

Fill Construction Limited  
LaVoda Living Entire Building  
11076/11077 Ravine Road, Surrey, BC

Business No.: 85809 6391

| Unit                           | Quantity | Description                 | Tax | Unit Price    | Amount    |
|--------------------------------|----------|-----------------------------|-----|---------------|-----------|
|                                |          | LaVoda Wall Repair Costs    |     |               |           |
|                                |          | Per Attached - Building #1  |     |               |           |
|                                |          | Units Reframed & Redrawn    |     |               |           |
|                                |          | 113 114 210 312 310 208 311 | G5  |               | 13,793.86 |
|                                |          | Subtotal:                   |     |               | 13,793.86 |
|                                |          | G5 - GST 5%                 |     |               | 669.70    |
|                                |          | GST05                       |     |               |           |
| Shipped By: Tracking Number:   |          |                             |     | Total Amount  | 14,463.66 |
| Terms: Net 30. Due 05/24/2020. |          |                             |     | Amount Paid   | 0.00      |
| Comment:                       |          |                             |     | Amount Owning | 14,463.66 |
| Sold By:                       |          |                             |     |               |           |

**Pro-Fit Structures (2007) Ltd.**

114-8-6014 Vedder Road  
Chilliwack, British Columbia V2R 5P6

**INVOICE**

Invoice No.: Claim No 5  
Date: 04/30/2020  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:**

Fill Construction Limited  
#205-10234 152 Street  
Surrey, BC V3R 8N7

**Ship to:**

Fill Construction Limited  
LaVoda Living Entire Building  
11076/11077 Ravine Road, Surrey, BC

Business No.: 85809 5391

| Unit                           | Quantity | Description                               | Tax | Unit Price    | Amount     |
|--------------------------------|----------|---|-----|---------------|------------|
|                                |          | Progress Draw #6                          |     |               |            |
|                                |          | LAVODA LIVING BUILDING 1                  |     |               |            |
|                                |          | 2nd Floor                                 |     |               |            |
|                                |          | Wall Panel Erection                       | G5  |               | 3,230.83   |
|                                |          | Engineering Inspections                   | G5  |               | 280.35     |
|                                |          | Balcony/Decks/Bulkheads                   | G5  |               | 1,931.44   |
|                                |          | 3rd Floor                                 |     |               |            |
|                                |          | Walls Panel Production                    | G5  |               | 2,093.65   |
|                                |          | Wall Panel Erection                       | G5  |               | 16,163.16  |
|                                |          | Floor Joists, Sheathing & Stairs          | G5  |               | 18,891.30  |
|                                |          | Balcony/Decks/Bulkheads                   | G5  |               | 1,931.44   |
|                                |          | 4th Floor                                 |     |               |            |
|                                |          | Walls Panel Production                    | G5  |               | 18,749.22  |
|                                |          | Floor Joists, Sheathing & Stairs          | G5  |               | 7,878.52   |
|                                |          | LAVODA LIVING BUILDING 2                  |     |               |            |
|                                |          | P Floor                                   |     |               |            |
|                                |          | Walls Panel Production                    | G5  |               | 18,842.87  |
|                                |          | Wall Panel Erection                       | G5  |               | 18,172.28  |
|                                |          | 1st Floor                                 |     |               |            |
|                                |          | Walls Panel Production                    | G5  |               | 28,311.14  |
| ADJUSTMENT                     |          | Wall Panel Production - Credit Adjustment | G5  |               | -6,272.59  |
|                                |          | Wall Panel Erection                       | G5  |               | 5,653.60   |
|                                |          | Floor Joists, Sheathing & Stairs          | G5  |               | 4,430.54   |
|                                |          | Retention                                 |     |               |            |
| ADJUSTMENT                     |          | 10% Holdback                              | G5  |               | -14,832.62 |
|                                |          | 10% Holdback Adjustment                   | G5  |               | 627.26     |
|                                |          | Subtotal:                                 |     |               | 126,049.99 |
|                                |          | G5 - GST 5%                               |     |               |            |
|                                |          | GST05                                     |     |               | 8,302.60   |
| Shipped By: Tracking Number:   |          |   |     | Total Amount  | 132,352.49 |
| Terms: Net 30. Due 05/30/2020. |          |   |     | Amount Paid   | 0.00       |
| Comment:                       |          |   |     | Amount Owning | 132,352.49 |
| Sold By:                       |          |   |     |               |            |

**Pro-Fit Structures (2007) Ltd.**

114-8-8014 Vedder Road  
Chilliwack, British Columbia V2R 6P6

**INVOICE**

Invoice No.: Claim No 8  
Date: 05/28/2020  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:**

Fill Construction Limited  
#205-10234 162 Street  
Surrey, BC V3R 6N7

**Ship to:**

Fill Construction Limited  
LaVoda Living Entire Building  
11078/11077 Ravine Road, Surrey, BC

Business No.: 85808 5391

| Unit | Quantity | Description                      | Tax | Unit Price | Amount    |
|------|----------|----------------------------------|-----|------------|-----------|
|      |          | Progress Draw #8                 |     |            |           |
|      |          | LAVODA LIVING BUILDING 1         |     |            |           |
|      |          | 2nd Floor                        |     |            |           |
|      |          | Balcony/Decks/Bulkheads          | G5  |            | 994.89    |
|      |          | Deck Column Build Out            | G5  |            | 1,053.28  |
|      |          | 3rd Floor                        |     |            |           |
|      |          | Balcony/Decks/Bulkheads          | G5  |            | 994.89    |
|      |          | 4th Floor                        |     |            |           |
|      |          | Wall Panel Erection              | G5  |            | 6,461.28  |
|      |          | Floor Joists, Sheathing & Stairs | G5  |            | 11,814.78 |
|      |          | Balcony/Decks/Bulkheads          | G5  |            | 994.89    |
|      |          | 6th Floor                        |     |            |           |
|      |          | Wall Panel Production            | G5  |            | 18,749.22 |
|      |          | Miscellaneous                    |     |            |           |
|      |          | Entrance Canopy                  | G5  |            | 7,200.00  |
|      |          | Backframing                      | G5  |            | 20,819.70 |
|      |          | Holddown/Hardware Installation   | G5  |            | 12,203.89 |
|      |          | Change Order #7                  | G5  |            | 10,419.26 |
|      |          | LAVODA LIVING BUILDING 2         |     |            |           |
|      |          | 1st Floor                        |     |            |           |
|      |          | Wall Panel Erection              | G5  |            | 20,807.38 |
|      |          | Floor Joists, Sheathing & Stairs | G5  |            | 17,722.17 |
|      |          | 2nd Floor                        |     |            |           |
|      |          | Floor Joists, Sheathing & Stairs | G5  |            | 17,229.89 |
|      |          | Miscellaneous                    |     |            |           |
|      |          | Backframing                      | G5  |            | 7,078.96  |
|      |          | Holddown/Hardware Installation   | G5  |            | 810.34    |
|      |          | LAVODA LIVING BUILDING 3         |     |            |           |
|      |          | 1st Floor                        |     |            |           |
|      |          | Wall Panel Production            | G5  |            | 12,581.92 |
|      |          | Wall Panel Erection              | G5  |            | 242.30    |
|      |          | 2nd Floor                        |     |            |           |
|      |          | Floor Joists, Sheathing & Stairs | G5  |            | 3,892.12  |

Terms: Net 30. Due 08/25/2020.  
Comment:

Continue



**Pro-Fit Structures (2007) Ltd.**

114-8-6014 Vadder Road  
Chilliwack, British Columbia V2R 6P5

**INVOICE**

Invoice No.: Claim No 6  
Date: 05/28/2020  
Ship Date:  
Page: 2  
Re: Order No.

**Sold to:**

Fill Construction Limited  
#205-10234 152 Street  
Surrey, BC V3R 6N7

**Ship to:**

Fill Construction Limited  
LaVoda Living Entire Building  
11076/11077 Ravine Road, Surrey, BC

Business No.: 85809 6381

| Unit                           | Quantity | Description                                     | Tax | Unit Price   | Amount     |
|--------------------------------|----------|---|-----|--------------|------------|
|                                |          | Miscellaneous<br>Holddown/Hardware Installation | G5  |              | 410.05     |
|                                |          | Retention<br>10% Holdback                       | G5  |              | -16,986.95 |
|                                |          | Subtotal:                                       |     |              | 152,873.52 |
|                                |          | G5 - GST 5%<br>GST05                            |     |              | 7,643.88   |
| Shipped By: Tracking Number:   |          |   |     | Total Amount | 160,517.20 |
| Terms: Net 30. Due 08/25/2020. |          |   |     | Amount Paid  | 0.00       |
| Comment:                       |          |   |     | Amount Owng  | 160,517.20 |
| Sold By:                       |          |   |     |              |            |

**Pro-Fit Structures (2007) Ltd.**

114-8-8014 Vedder Road  
 Chilliwack, British Columbia V2R 6P6

**INVOICE**

Invoice No.: Contract Holdback  
 Date: 08/08/2020  
 Ship Date:  
 Page: 1  
 Re: Order No.

**Sold to:**

Fill Construction Limited  
 #205-10234 152 Street  
 Surrey, BC V3R 6N7

**Ship to:**

Fill Construction Limited  
 LaVoda Living Entire Building  
 11075/11077 Ravine Road, Surrey, BC

Business No.: 86809 6391

| Unit                           | Quantity | Description  | Tax | Unit Price    | Amount    |
|--------------------------------|----------|--|-----|---------------|-----------|
|                                |          | Contract Value Completed - \$441,423.82<br>Holdback Retained - \$44,142.39 |     |               |           |
|                                |          | Claim No 1 - \$23,019.21<br>10% Holdback                                   | G5  |               | 2,301.92  |
|                                |          | Claim No 2 - \$38,578.93<br>10% Holdback                                   | G5  |               | 3,857.89  |
|                                |          | Claim No 3 - \$61,258.88<br>10% Holdback                                   | G5  |               | 5,125.87  |
|                                |          | Claim No 4 - \$20,851.88<br>10% Holdback                                   | G5  |               | 2,085.20  |
|                                |          | Claim No 5 - \$140,055.55<br>10% Holdback                                  | G5  |               | 14,005.56 |
|                                |          | Claim No 6 - \$169,859.47<br>10% Holdback                                  | G5  |               | 16,985.96 |
|                                |          | Subtotal:  |     |               | 44,142.39 |
|                                |          | G5 - GST 5%<br>GST05   |     |               | 2,207.12  |
| Shipped By: Tracking Number:   |          |  |     | Total Amount  | 46,349.51 |
| Terms: Net 30. Due 07/08/2020. |          |  |     | Amount Paid   | 0.00      |
| Comment:                       |          |  |     | Amount Owning | 46,349.51 |
| Sold By:                       |          |  |     |               |           |

**Pro-Fit Structures (2007) Ltd.**

114-8-8014 Vedder Road  
Chilliwack, British Columbia V2R 8P6

**INVOICE**

Invoice No.: 13082289  
Date: 06/08/2020  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:**

Fili Construction Limited  
#205-10234 162 Street  
Surrey, BC V3R 8N7

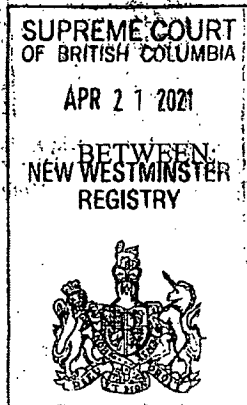
**Ship to:**

Fili Construction Limited  
LaVoda Living Centre Building  
11075/11077 Ravine Road, Surrey, BC

Business No.: 85809 5391

| Unit                           | Quantity | Description   | Tax            | Unit Price    | Amount   |
|--------------------------------|----------|---|----------------|---------------|--|
|                                |          | Lavoda Design<br>Excluded are all revisional hours from design consultants<br><br>June 14, 2019 - February 21, 2020<br>Start to Completion<br><br>779 Hours (Gross)<br>Overhead<br>Mark Up<br><br>Project progress Completion - 22%<br>Remaining progress - 78% of design expensed not utilized<br><br>Remaining unused design - 78% = \$24,700.75<br><br>Subtotal: | G5<br>G5<br>G5 |               | 28,274.14<br>1,218.00<br>2,177.48<br><br><br><br><br><br><br>31,667.63 |
|                                |          | G5 - GST 5%<br>GST05  |                |               | 1,583.38   |
| Shipped By: Tracking Number:   |          |   |                | Total Amount  | 33,251.01  |
| Terms: Net 30. Due 07/08/2020. |          |   |                | Amount Paid   | 0.00   |
| Comment:                       |          |   |                | Amount Owning | 33,251.01  |
| Sold By:                       |          |   |                |               |  |

No. \_\_\_\_\_  
New Westminster Registry



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**PRO-FIT STRUCTURES (2007) LTD.**

**PLAINTIFF**

**FLII CONSTRUCTION LTD., and  
CONIAN DEVELOPMENTS (LA VODA) INC.**

**DEFENDANTS**

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

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**CLAIM OF THE PLAINTIFF****PART 1: STATEMENT OF FACTS**

1. The Plaintiff is a company incorporated pursuant to the laws of the Province of British Columbia and has an address for service located at 200-2955 Gladwin Road, Abbotsford, British Columbia, V2T 5T4.

2. The Defendant FLII Construction Ltd. (the "Defendant FLII") is a company incorporated under the laws of the Province of British Columbia and has its registered office located at 205-10234B 152 Street, Surrey, British Columbia, V3R 6N7.

3. The Defendant Conian Developments (La Voda) Inc. (the "Defendant Conian La Voda") is a company incorporated under the laws of the Province of British Columbia and has its registered office located at 10469-125B Street, Surrey, British Columbia, V3V 5A8.

4. The Defendant Conian La Voda was at all material times the registered owner of property located at 11075 and 11077 Ravine Road, Surrey, British Columbia, legally described as:

PID: 030-337-020

Lot 1 Section 15 Block 5 North Range 2 West New Westminster District Plan EPP73667

(the "La Voda Lands").

5. At all material times, the Defendant FLII was the construction manager or general contractor engaged by the Defendant Conian La Voda for the construction of an improvement on the Lands (the "Improvement").

6. At all material times, the Plaintiff was engaged by the Defendant FLII to provide wall panel production and installation and other related work (the "Work") for the Improvement for the Defendant FLII and the Defendant FLII agreed to pay for the Work (the "Agreement").

7. It was a further term of the Agreement that payment would be made upon receipt of each invoice.

8. Pursuant to the Agreement, the Plaintiff performed the Work it was required to perform for the Defendant FLII for the Improvement.

- 3 -

9. The principal balance due and owing on account by the Defendant FLII to the Plaintiff as of today's date is the sum of \$436,847.81, which is broken down as follows:

| Invoice No. | Invoice Date      | Amount Due          |
|-------------|-------------------|---------------------|
| CN-Claim 1  | February 12, 2020 | -\$379.75           |
| Claim No. 4 | March 26, 2020    | \$19,516.12         |
| 13082267    | April 24, 2020    | \$16,423.10         |
| 13082266    | April 24, 2020    | \$14,334.47         |
| 13082265    | April 24, 2020    | \$14,483.66         |
| Claim No. 5 | April 30, 2020    | \$132,352.49        |
| Claim No. 6 | May 26, 2020      | \$160,517.20        |
| Holdback    | June 8, 2020      | \$46,349.51         |
| 13082269    | June 8, 2020      | \$33,251.01         |
|             |                   | <b>\$436,847.81</b> |

10. The Plaintiff has demanded payment of the sum of \$436,847.81 from the Defendant FLII, but the Defendant FLII has refused or neglected to pay that sum or any part thereof.

11. On June 11, 2020, the Plaintiff made a claim of lien in the amount of \$436,847.81 pursuant to the *Builders Lien Act*, S.B.C. 1997, c.45 (the "*Builders Lien Act*") and filed it against the Lands at the New Westminster Land Title Office which was registered under no. CA8237717 (the "Lien"). The Plaintiff has demanded payment of the Lien from the Defendant Conian La Voda, but the Defendant Conian La Voda has refused or neglected to pay that sum or any portion thereof.

12. The Defendant Conian La Voda was obligated by Section 4 of the *Builders Lien Act* to retain a holdback pursuant to that Section.

13. The Plaintiff is a person engaged in connection with the Improvement by or under the person whom the holdback was retained or required to be retained by the Defendant Conian La Voda so that the holdback retained by the Defendant Conian La Voda is charged with payment of the amount of \$436,847.81.

14. Pursuant to an Order of Madam Justice Morellato made November 2, 2020 in British Columbia Supreme Court Action No. S-206552 (Vancouver Registry), the sale of the La Voda Lands was approved.

15. Pursuant to an Order of Madam Justice Morellato made December 15, 2020 in British Columbia Supreme Court Action No. S-206552 (Vancouver Registry), the Lien was cancelled

- 4 -

from the La Voda Lands and the remaining sale funds from the sale of the La Voda Lands were to be held in trust by McEown & Associates, Trustee in Bankruptcy for the Defendant Conian La Voda, as substitute security for the Lien in place of the Lands (the "Security"). The Lien was subsequently discharged from title to the Lands.

16. The Defendant FLII received certain sums of money on account of the contract price entered into in respect of the Improvement. These sums constitute a trust fund for the benefit of the Plaintiff pursuant to Section 10 of the *Builders Lien Act* (the "Trust"). The Defendant FLII has appropriated or converted all or part of the sums received to uses not authorized by the Trust.

17. The Plaintiff claims the Lien against the Security.

## PART 2: RELIEF SOUGHT

1. The Plaintiff claims against the Defendants as follows:
  - (a) A judgment against the Defendant FLII for the sum of \$436,847.81 plus interest pursuant to the *Court Order Interest Act* from and including the date of each invoice to and including the date of judgment;
  - (b) A declaration that the Plaintiff is entitled to the Lien in the amount of \$436,847.81 against the Security and the amount retained or required to be retained by the Defendant Conian La Voda pursuant to Section 4 of the *Builders Lien Act*;
  - (c) A declaration that the Lien is a first charge, lien or encumbrance as against the Security in preference and in priority to all of the right, title and interest of the Defendant Conian La Voda;
  - (d) A judgment or an order that in default of payment of the said sum of \$436,847.81 and costs, the Security be realized for the purposes of realizing the amount of the Lien and costs pursuant to the provisions of the *Builders Lien Act*;
  - (e) An order for all proper and necessary directions, accounts, inquiries and references;
  - (f) Costs; and

- 5 -

- (g) Such further and other relief as the nature of this case may require and as to this Honourable Court may seem just and reasonable.

### PART 3: LEGAL BASIS

1. The Agreement is a valid and binding contract.
2. The Defendant FLII is in breach of the Agreement and as such, the Defendant FLII is liable to the Plaintiff for the debt pursuant to the terms of the Agreement.
3. The Lien is a valid and enforceable claim against the Security and constitutes a charge against the amount of the holdback that the Defendant Conian La Voda retained or was required to retain pursuant to section 4(9) of the *Builders Lien Act*.
4. The Defendant FLII is a trustee under the *Builders Lien Act* and as such, the Defendant FLII is liable for appropriating or converting all or part of the sums received to uses not authorized by the Trust.

Plaintiff's address for service:

Baker Newby LLP  
Lawyers  
200 – 2955 Gladwin Road  
Abbotsford, BC V2T 5T4  
Attention: Adnan N. Habib

Fax number address for service:

(604) 852-5194

E-mail address for service:

ahabib@bakernewby.com and  
estewart@bakernewby.com


Place of trial:

New Westminster, British Columbia

The address of the registry is:

Begbie Square, 651 Carnarvon Street  
New Westminster, BC V3M 1C9

Date: April 20, 2021

  
\_\_\_\_\_  
Signature of lawyer for the Plaintiff,  
Baker Newby LLP

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists



- 6 -

- (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial or prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

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## APPENDIX

**PART 1: CONCISE SUMMARY NATURE OF CLAIM:**

1. The Defendant FLII is liable to the Plaintiff for breach of contract.
2. The Defendant Conian La Voda is liable to the Plaintiff pursuant to the *Builders Lien Act*.
3. The Defendant FLII is liable to the Plaintiff for breach of trust.

**PART 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

- a motor vehicle accident
- personal injury, other than one arising from a motor vehicle accident
- a dispute about real property (real estate)
- a dispute about personal property
- the lending of money
- the provision of goods or services or other general commercial matters
- an employment relationship
- a dispute about a will or other issues concerning the probate of an estate
- a matter not listed here

**PART 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflicts of law
- none of the above
- do not know

**PART 4:**

1. *Court Order Interest Act*, R.S.B.C. 1996, c. 79
2. *Builders Lien Act*, S.B.C. 1997, c.45

## NEW WESTMINSTER LAND TITLE OFFICE

BUILDERS LIEN ACT  
FORM 5 (Sections 15, 16, 18)

Jul-17-2020 14:45:31.001

CA8308414

CLAIM OF LIEN Province of British Columbia

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Adnan Naiyer Digitally signed by Adnan  
Naiyer Habib J88IVI  
Habib J88IVI Date: 2020.07.17  
14:38:10 -07'00'

APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Baker Newby LLP

Barristers &amp; Solicitors

200 - 2955 Gladwin Road

Abbotsford

BC V2T 5T4

Document Fees: \$0.00

Adnan N. Habib  
604-852-3646  
File No. 662470001

I, Adnan N. Habib, Lawyer of Baker Newby LLP  
200 - 2955 Gladwin Rd., Abbotsford, British Columbia, V2T 5T4 ; agent of the lien claimant state that:

1. TEAM SECURITY & PROTECTION SERVICES LTD. Incorporation No  
BC0944124

of 5936 - 124 Street, Surrey, British Columbia, V3X 1X5

claims a lien against the following land:

[PID]

[legal description]

030-337-020

LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP73667STC? YES 

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

Security guard services and other related work

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

FLII Construction Ltd.

4. The sum of \$ 46,774.73 is or will become due and owing to Team Security & Protection Services Ltd.  
on July 17, 2020

5. The lien claimant's address for service is:

Baker Newby LLP, Lawyers, 200 - 2955 Gladwin Road, Abbotsford, British Columbia, V2T 5T4,  
Attention: Adnan N. Habib

Signed: \_\_\_\_\_

Date: July 17, 2020

Note: Section 45 of the Builders Lien Act provides as follows:

45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.

(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

**Assessment Roll Report**

**Disclaimer**

This information is obtained from various sources and is determined as of the specific dates set out in the Assessment Act. As a result, BC Assessment cannot warrant that it is current or accurate, and provides it for your convenience only. Use of this information without verification from original sources is at your own risk.

©BC Assessment

|                           |   |                      |              |
|---------------------------|---|----------------------|--------------|
| <b>Report Date:</b>       | May 06, 2020  | <b>Report Time:</b>  | 04:18:09 PM  |
| <b>Folio:</b>             | 660270001   | <b>For:</b>          | PE59693      |
| <b>Roll Year:</b>         | 2020  | <b>Roll Number:</b>  | 2150-00063-5 |
| <b>Area:</b>              | 14  | <b>Jurisdiction:</b> | 326          |
| <b>School District:</b>   | 36  |                      |              |
| <b>Neighbourhood:</b>     | 012 - North Whalley/Bridgeview  |                      |              |
| <b>Property Address:</b>  | 11075/11077 RAVINE RD SURREY BC V3T 3X5   |                      |              |
| <b>Owner Name:</b>        | CONIAN DEVELOPMENTS (LA VODA) INC   | <b># of Owners:</b>  | 1            |
| <b>Owner Address:</b>     | 10469 125B ST SURREY BC V3V 5A8   |                      |              |
| <b>Document No:</b>       | CA7242616   |                      |              |
| <b>PID:</b>               | 030-337-020   |                      |              |
| <b>Legal Description:</b> | Lot 1, Block 5N, Plan EPP73667, Section 15, Range 2W, New Westminster Land District |                      |              |

|                       |             |                    |                            |
|-----------------------|-------------|--------------------|----------------------------|
| <b>2020 Value</b>     |             |                    |                            |
| <b>Property Class</b> | <b>Land</b> | <b>Improvement</b> |                            |
| Residential           | \$8056000   | \$18022000         |                            |
|                       |             |                    | <b>Total Actual Value:</b> |
|                       |             |                    | \$26078000                 |

|                       |             |  |                                      |
|-----------------------|-------------|--|--------------------------------------|
| <b>2019 Value</b>     |             |  |                                      |
| <b>Property Class</b> | <b>Land</b> |  |                                      |
| Residential           | \$7384000   |  |                                      |
|                       |             |  | <b>Total Actual Value:</b> \$7384000 |

|                       |             |  |                                      |
|-----------------------|-------------|--|--------------------------------------|
| <b>2018 Value</b>     |             |  |                                      |
| <b>Property Class</b> | <b>Land</b> |  |                                      |
| Residential           | \$6042000   |  |                                      |
|                       |             |  | <b>Total Actual Value:</b> \$6042000 |

**Manual Class:** D702 - Strata Apartment - Frame  
**Actual Use:** 030 - Strata Lot Residence (Condominium)  
**Tenure:** 01 - Crown-Granted  
**ALR:**  
**Land Dimension:** 1.233 **Land Dimension Type:** Acres

|               |               |   |
|---------------|---------------|---|
| <b>Sales:</b> | <b>Number</b> | <b>Description</b>  |
|               | #1            | A NON-SALE occurred on 11 Dec 2018. The document # was CA7242616. |
|               | #2            | A NON-SALE occurred on 16 Nov 2017. The document # was CA6448015. |

**Additional Owners:**

No Additional Owners

**Associated PIDs:**

**Team Security & Protection Services Ltd.**  
**Client Aged Detail As at 01/07/2020**

| Source                                | Date       | Transaction Type | Total            | Current         | 31 to 60        | 61 to 90        | 91+              |
|---------------------------------------|------------|------------------|------------------|-----------------|-----------------|-----------------|------------------|
| <b>FLII CONSTRUCTION LTD.</b>         |            |                  |                  |                 |                 |                 |                  |
| 1540                                  | 01/01/2019 | Invoice          | 8,153.78         | -               | -               | -               | 8,153.78         |
| 376                                   | 24/04/2019 | Payment          | -8,153.78        | -               | -               | -               | -8,153.78        |
| 1521                                  | 01/01/2019 | Invoice          | 8,666.44         | -               | -               | -               | 8,666.44         |
| 388                                   | 27/01/2019 | Payment          | -8,666.44        | -               | -               | -               | -8,666.44        |
| 1550                                  | 08/03/2019 | Invoice          | 6,897.98         | -               | -               | -               | 6,897.98         |
| 379                                   | 07/05/2019 | Payment          | -6,897.98        | -               | -               | -               | -6,897.98        |
| 1551                                  | 06/04/2019 | Invoice          | 8,300.25         | -               | -               | -               | 8,300.25         |
| 386                                   | 06/05/2019 | Payment          | -8,300.25        | -               | -               | -               | -8,300.25        |
| 1597                                  | 01/05/2019 | Invoice          | 8,056.13         | -               | -               | -               | 8,056.13         |
| 382                                   | 08/07/2019 | Payment          | -8,056.13        | -               | -               | -               | -8,056.13        |
| 1648                                  | 01/06/2019 | Invoice          | 8,153.78         | -               | -               | -               | 8,153.78         |
| 398                                   | 20/08/2019 | Payment          | -8,153.78        | -               | -               | -               | -8,153.78        |
| 1759                                  | 01/07/2019 | Invoice          | 8,056.13         | -               | -               | -               | 8,056.13         |
| 397                                   | 03/09/2019 | Payment          | -8,056.13        | -               | -               | -               | -8,056.13        |
| 1829                                  | 01/08/2019 | Invoice          | 8,153.78         | -               | -               | -               | 8,153.78         |
| 407                                   | 21/09/2019 | Payment          | -8,153.78        | -               | -               | -               | -8,153.78        |
| 1874                                  | 01/09/2019 | Invoice          | 8,714.90         | -               | -               | -               | 8,714.90         |
| 419                                   | 19/11/2019 | Payment          | -8,714.90        | -               | -               | -               | -8,714.90        |
| 1969                                  | 02/10/2019 | Invoice          | 8,679.83         | -               | -               | -               | 8,679.83         |
| 431                                   | 10/02/2020 | Payment          | -8,679.83        | -               | -               | -               | -8,679.83        |
| 2067                                  | 01/11/2019 | Invoice          | 8,925.32         | -               | -               | -               | 8,925.32         |
| 424                                   | 21/01/2020 | Payment          | -8,714.90        | -               | -               | -               | -8,714.90        |
| 431                                   | 10/02/2020 | Payment          | -35.07           | -               | -               | -               | -35.07           |
| 439                                   | 07/03/2020 | Payment          | -175.35          | -               | -               | -               | -175.35          |
| 2113                                  | 08/12/2019 | Invoice          | 8,662.29         | -               | -               | -               | 8,662.29         |
| 439                                   | 07/03/2020 | Payment          | -8,539.55        | -               | -               | -               | -8,539.55        |
| 2171                                  | 31/12/2019 | Invoice          | 9,100.67         | -               | -               | -               | 9,100.67         |
| 2215                                  | 01/02/2020 | Invoice          | 8,785.04         | -               | -               | -               | 8,785.04         |
| 2272                                  | 02/03/2020 | Invoice          | 8,258.99         | -               | -               | -               | 8,258.99         |
|                                       | 07/03/2020 | Deposit          | -8,714.90        | -               | -               | -               | -8,714.90        |
|                                       | 07/03/2020 | Applied          | 8,714.90         | -               | -               | -               | 8,714.90         |
|                                       | 15/03/2020 | Deposit          | -8,714.90        | -               | -               | -               | -8,714.90        |
| 2329                                  | 01/04/2020 | Invoice          | 9,083.13         | -               | -               | -               | 9,083.13         |
| 2508                                  | 01/05/2020 | Invoice          | 8,364.20         | -               | -               | 8,364.20        | -                |
| 2575                                  | 26/05/2020 | Invoice          | 9,021.76         | -               | 9,021.76        | -               | -                |
| 3152                                  | 08/08/2020 | Invoice          | 2,753.10         | 2,753.10        | -               | -               | -                |
| <b>Total unpaid invoices:</b>         |            |                  | <b>55,489.63</b> | <b>2,753.10</b> | <b>9,021.76</b> | <b>8,364.20</b> | <b>35,350.57</b> |
| <b>Total deposits/prepaid orders:</b> |            |                  | <b>-8,714.90</b> | -               | -               | -               | <b>-8,714.90</b> |
| <b>Total outstanding:</b>             |            |                  | <b>46,774.73</b> | <b>2,753.10</b> | <b>9,021.76</b> | <b>8,364.20</b> | <b>26,635.67</b> |
| <b>Total unpaid invoices:</b>         |            |                  | <b>55,489.63</b> | <b>2,753.10</b> | <b>9,021.76</b> | <b>8,364.20</b> | <b>35,350.57</b> |
| <b>Total deposits/prepaid orders:</b> |            |                  | <b>-8,714.90</b> | -               | -               | -               | <b>-8,714.90</b> |
| <b>Total outstanding:</b>             |            |                  | <b>46,774.73</b> | <b>2,753.10</b> | <b>9,021.76</b> | <b>8,364.20</b> | <b>26,635.67</b> |

**Team Security & Protection Services Ltd. STATEMENT**

5936-124th Street  
Surrey, British Columbia V3X 1X5  
Canada

|                |
|----------------|
| Statement Date |
| 08/06/2020     |

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

|                |
|----------------|
| Statement Date |
| 08/06/2020     |

FLII CONSTRUCTION LTD.

FLII CONSTRUCTION LTD.

#205-10234 152 Street  
Surrey, B.C. V3R 6N7  
Canada

IF PAYING BY INVOICE, CHECK  
INDIVIDUAL INVOICES PAID

AMOUNT REMITTED \_\_\_\_\_

Page: 1

| Transaction Date | Transaction No. | Transaction Type | Amount         | Balance      | Invoice No.        | Amount Due   |  |
|------------------|-----------------|------------------|----------------|--------------|--------------------|--------------|--|
| 08/12/2019       | 2113            | Invoice          | 8,662.29       |              |                    |              |  |
| 07/03/2020       | 439             | Payment          | -8,539.55      |              |                    |              |  |
|                  |                 |                  |                | 122.74       | 2113               | 122.74       |  |
| 31/12/2019       | 2171            | Invoice          |                | 9,100.67     | 2171               | 9,100.67     |  |
| 01/02/2020       | 2215            | Invoice          |                | 8,785.04     | 2215               | 8,785.04     |  |
| 02/03/2020       | 2272            | Invoice          |                | 8,258.99     | 2272               | 8,258.99     |  |
| 15/03/2020       | 3               | Deposit          |                | -8,714.90    | 3                  | -8,714.90    |  |
| 01/04/2020       | 2329            | Invoice          |                | 9,083.13     | 2329               | 9,083.13     |  |
| 01/05/2020       | 2508            | Invoice          |                | 8,364.20     | 2508               | 8,364.20     |  |
| 26/05/2020       | 2575            | Invoice          |                | 9,021.76     | 2575               | 9,021.76     |  |
| 08/06/2020       | 3152            | Invoice          |                | 2,753.10     | 3152               | 2,753.10     |  |
| <b>Age</b>       | <b>Current</b>  | <b>31-60</b>     | <b>Over 60</b> | <b>Total</b> | <b>Balance Due</b> | <b>Total</b> |  |
| <b>Amount</b>    | 11,774.86       | 8,364.20         | 26,635.67      | 46,774.73    |                    | 46,774.73    |  |

**Team Security & Protection Services Ltd.**

5936-124th Street  
 Surrey, British Columbia V3X 1X5  
 Canada

**INVOICE**

Invoice No.: 2113  
 Date: 08/12/2019  
 Ship Date:  
 Page: 1  
 Re: Order No.

Sold to:

**FLII CONSTRUCTION LTD.**  
 #205-10234 152 Street  
 Surrey, B.C. V3R 6N7  
 Canada

Ship to:

**FLII CONSTRUCTION LTD.**  
 11075 Ravine Road  
 Surrey, B.C. V3T 3X5

GST # 80615 4688 RT0001

| Quantity                     | Description   | Tax | Unit Price   | Amount   |
|------------------------------|---|-----|--------------|----------|
| 494                          | One Security Guard as per the attached details and Mr. Rana's instructions. | G   | 16.70        | 8,249.80 |
|                              | Subtotal:   |     |              | 8,249.80 |
|                              | G - GST 5%<br>GST/HST   |     |              | 412.49   |
| Shipped By: Tracking Number: |   |     | Total Amount | 8,662.29 |
| Comment:                     |   |     | Amount Paid  | 8,539.55 |
| Sold By:                     |   |     | Amount Owing | 122.74   |



**Team Security & Protection Services Ltd.**

5936-124th Street  
 Surrey, British Columbia V3X 1X5  
 Canada

**INVOICE**

Invoice No.: 2171  
 Date: 31/12/2019  
 Ship Date:  
 Page: 1  
 Re: Order No.

Sold to:

**FLI CONSTRUCTION LTD.**  
 #205-10234 152 Street  
 Surrey, B.C. V3R 6N7  
 Canada

Ship to:

**FLI CONSTRUCTION LTD.**  
 11075 Ravine Road  
 Surrey BC

GST # 80615 4688 RT0001

| Quantity                     | Description  | Tax | Unit Price    | Amount   |
|------------------------------|--|-----|---------------|----------|
| 519                          | Security Guard: Security Guard<br>December 1-31st, 2019<br>See Attached for Services | G   | 16.70         | 8,667.30 |
|                              | Subtotal:  |     |               | 8,667.30 |
|                              | G - GST 5%<br>GST/HST  |     |               | 433.37   |
| Shipped By: Tracking Number: |  |     | Total Amount  | 9,100.67 |
| Comment:                     |  |     | Amount Paid   | 0.00     |
| Sold By:                     |  |     | Amount Owning | 9,100.67 |

**Team Security & Protection Services Ltd.**

5936-124th Street  
 Surrey, British Columbia V3X 1X5  
 Canada

**INVOICE**

Invoice No.: 2215  
 Date: 01/02/2020  
 Ship Date:  
 Page: 1  
 Re: Order No.

Sold to:

**FLI CONSTRUCTION LTD.**  
 #205-10234 152 Street  
 Surrey, B.C. V3R 6N7  
 Canada

Ship to:

**FLI CONSTRUCTION LTD.**  
 11075 Ravine Road  
 Surrey, B.C.  
 Canada

**GST # 80615 4688 RT0001**

| Quantity                     | Description  | Tax | Unit Price   | Amount   |
|------------------------------|--|-----|--------------|----------|
| 501                          | Security guard services (As per Mr. Rana's instructions)<br>January 1st - 31st | G   | 16.70        | 8,366.70 |
|                              | Subtotal:  |     |              | 8,366.70 |
|                              | G - GST 5%<br>GST/HST  |     |              | 418.34   |
| Shipped By: Tracking Number: |  |     | Total Amount | 8,785.04 |
| Comment:                     |  |     | Amount Paid  | 0.00     |
| Sold By:                     |  |     | Amount Owing | 8,785.04 |

**Team Security & Protection Services Ltd.**

5936-124th Street  
 Surrey, British Columbia V3X 1X6  
 Canada

**INVOICE**

Invoice No.: 2272  
 Date: 02/03/2020  
 Ship Date:  
 Page: 1  
 Re: Order No.

Sold to:

**FLII CONSTRUCTION LTD.**  
 #205-10234 152 Street  
 Surrey, B.C. V3R 6N7  
 Canada

Ship to:

**FLII CONSTRUCTION LTD.**  
 11075 Ravine Road  
 Surrey, B.C.  
 Canada

**GST # 80615 4688 RT0001**

| Quantity  | Description   | Tax | Unit Price   | Amount   |
|---|---|-----|--------------|----------|
| 471   | Security Guard Services<br>February 1 - 29th, 2020<br>See attached for service detail | G   | 16.70        | 7,865.70 |
|   | Subtotal:   |     |              | 7,865.70 |
|   | G - GST 5%<br>GST/HST   |     |              | 393.29   |
| Shipped By:                      Tracking Number: |   |     | Total Amount | 8,258.99 |
| Comment:  |   |     | Amount Paid  | 0.00     |
| Sold By:  |   |     | Amount Owing | 8,258.99 |



## Hours / Timesheets

INVOICE NUMBER: 15182  
 INVOICE DATE: 03/01/2020  
 DUE DATE: 03/31/2020

| Date       | Schedule Time | Account                                | Quantity         | Total    | Note |
|------------|---------------|--|------------------|----------|------|
| 02/01/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/02/2020 | 07:00 - 19:00 | Team - Ravine Site<br>- Security Guard | 12 REG x \$16.70 | \$200.40 |      |
| 02/02/2020 | 19:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 12 REG x \$16.70 | \$200.40 |      |
| 02/03/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/04/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/05/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/06/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/07/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/08/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/09/2020 | 07:00 - 19:00 | Team - Ravine Site<br>- Security Guard | 12 REG x \$16.70 | \$200.40 |      |
| 02/09/2020 | 19:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 12 REG x \$16.70 | \$200.40 |      |
| 02/10/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/11/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/12/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/13/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/14/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/15/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/16/2020 | 07:00 - 19:00 | Team - Ravine Site<br>- Security Guard | 12 REG x \$16.70 | \$200.40 |      |
| 02/16/2020 | 19:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 12 REG x \$16.70 | \$200.40 |      |
| 02/17/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/18/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/19/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/20/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/21/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/22/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |



## Hours / Timesheets

INVOICE NUMBER: 15182  
 INVOICE DATE: 03/01/2020  
 DUE DATE: 03/31/2020

| Date       | Schedule Time | Account                                | Quantity         | Total    | Note |
|------------|---------------|--|------------------|----------|------|
| 02/23/2020 | 07:00 - 19:00 | Team - Ravine Site<br>- Security Guard | 12 REG x \$16.70 | \$200.40 |      |
| 02/23/2020 | 19:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 12 REG x \$16.70 | \$200.40 |      |
| 02/24/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/25/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/26/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/27/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/28/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |
| 02/29/2020 | 16:00 - 07:00 | Team - Ravine Site<br>- Security Guard | 15 REG x \$16.70 | \$250.50 |      |

**Team Security & Protection Services Ltd.**

5936-124th Street  
Surrey, British Columbia V3X 1X5  
Canada

**INVOICE**

Invoice No.: 2329  
Date: 01/04/2020  
Ship Date:  
Page: 1  
Re: Order No.

Sold to:

**FLII CONSTRUCTION LTD.**  
#205-10234 152 Street  
Surrey, B.C. V3R 6N7  
Canada

Ship to:

**FLII CONSTRUCTION LTD.**  
#205-10234 152 Street  
Surrey, B.C. V3R 6N7  
Canada

GST # 80615 4688 RT0001

| Quantity                     | Description  | Tax | Unit Price    | Amount   |
|------------------------------|--|-----|---------------|----------|
| 518                          | Security Guard Services (As per Mr. Rana's instructions) | G   | 16.70         | 8,650.60 |
|                              | Subtotal:  |     |               | 8,650.60 |
|                              | G - GST 5%<br>GST/HST                                    |     |               | 432.53   |
| Shipped By: Tracking Number: |  |     | Total Amount  | 9,083.13 |
| Comment:                     |  |     | Amount Paid   | 0.00     |
| Sold By:                     |  |     | Amount Owning | 9,083.13 |



## Hours / Timesheets

INVOICE NUMBER: 15452  
 INVOICE DATE: 04/01/2020  
 DUE DATE: 05/01/2020

| Date       | Scheduled Time | Account                                | Quantity            | Total    | Note |
|------------|----------------|--|---------------------|----------|------|
| 03/01/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 03/01/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 03/02/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/03/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/04/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/05/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/06/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/07/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 14 REG x<br>\$16.70 | \$233.80 |      |
| 03/08/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 03/08/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 03/09/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/10/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/11/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/12/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/13/2020 | 18:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/14/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/15/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 03/15/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 03/16/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/17/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/18/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/19/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/20/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/21/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/22/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |



### Hours / Timesheets

INVOICE NUMBER: 15452  
 INVOICE DATE: 04/01/2020  
 DUE DATE: 05/01/2020

| Date       | Scheduled Time | Account                                | Quantity            | Total    | Note |
|------------|----------------|--|---------------------|----------|------|
| 03/22/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 03/23/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/24/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/25/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/26/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/27/2020 | 16:00 - 10:00  | Team - Ravine Site<br>- Security Guard | 18 REG x<br>\$16.70 | \$300.60 |      |
| 03/28/2020 | 10:00 - 16:00  | Team - Ravine Site<br>- Security Guard | 6 REG x \$16.70     | \$100.20 |      |
| 03/28/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/29/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 03/29/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 03/30/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 03/31/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |



**Team Security & Protection Services Ltd.**

5936-124th Street  
Surrey, British Columbia V3X 1X5  
Canada

**INVOICE**

Invoice No.: 2508  
Date: 01/05/2020  
Ship Date:  
Page: 1  
Re: Order No.

Sold to:

**FLI CONSTRUCTION LTD.**  
#205-10234 152 Street  
Surrey, B.C. V3R 6N7  
Canada

Ship to:

**FLI CONSTRUCTION LTD.**  
11075 Ravine Road  
Surrey, B.C.  
Canada

**GST # 80615 4688 RT0001**

| Quantity                     | Description  | Tax | Unit Price    | Amount   |
|------------------------------|--|-----|---------------|----------|
| 477                          | Security Guard Services (As per Mr. Rana's instructions) | G   | 16.70         | 7,965.90 |
|                              | Subtotal:  |     |               | 7,965.90 |
|                              | G - GST 5%<br>GST/HST                                    |     |               | 398.30   |
| Shipped By: Tracking Number: |  |     | Total Amount  | 8,364.20 |
| Comment:                     |  |     | Amount Paid   | 0.00     |
| Sold By:                     |  |     | Amount Owning | 8,364.20 |



## Hours / Timesheets

INVOICE NUMBER: 15595  
 INVOICE DATE: 05/01/2020  
 DUE DATE: 05/31/2020

| Date       | Scheduled Time | Account                                | Quantity            | Total    | Note |
|------------|----------------|--|---------------------|----------|------|
| 04/01/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 04/02/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 04/03/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 04/04/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 04/05/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 04/06/2020 | 16:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 15 REG x<br>\$16.70 | \$250.50 |      |
| 04/07/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/07/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/08/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/08/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/09/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/09/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/10/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/10/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/11/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/11/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/12/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 04/12/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 04/13/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/13/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/14/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/14/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/15/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/15/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/16/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |



## Hours / Timesheets

INVOICE NUMBER: 15595  
 INVOICE DATE: 05/01/2020  
 DUE DATE: 05/31/2020

| Date       | Scheduled Time | Account                                | Quantity            | Total    | Note |
|------------|----------------|--|---------------------|----------|------|
| 04/16/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/17/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/17/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/18/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/18/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/19/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 04/19/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 04/20/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/20/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/21/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/21/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/22/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/22/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/23/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/23/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/24/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/24/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/25/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/25/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/26/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 04/26/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 04/27/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/27/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 04/28/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 04/28/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |

**Hours / Timesheets**

INVOICE NUMBER: 15595  
INVOICE DATE: 05/01/2020  
DUE DATE: 05/31/2020

| Date       | Scheduled Time | Account                                | Quantity        | Total    | Note |
|------------|----------------|--|-----------------|----------|------|
| 04/29/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70 | \$116.90 |      |
| 04/29/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 6 REG x \$16.70 | \$133.60 |      |
| 04/30/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70 | \$116.90 |      |
| 04/30/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70 | \$133.60 |      |

**Team Security & Protection Services Ltd.**

5936-124th Street  
 Surrey, British Columbia V3X 1X5  
 Canada

**INVOICE**

Invoice No.: 2575  
 Date: 26/05/2020  
 Ship Date:  
 Page: 1  
 Re: Order No.

Sold to:

FLI CONSTRUCTION LTD.  
 #205-10234 152 Street  
 Surrey, B.C. V3R 6N7  
 Canada

Ship to:

FLI CONSTRUCTION LTD.  
 11075 Ravine Road  
 Surrey BC

GST # 80615 4688 RT0001

| Quantity                     | Description  | Tax | Unit Price    | Amount   |
|------------------------------|--|-----|---------------|----------|
| 514.5                        | Security Guard; Security Guard<br>May 1-31st, 2020<br>See Attached for details | G   | 16.70         | 8,592.15 |
|                              | Subtotal:  |     |               | 8,592.15 |
|                              | G - GST 5%<br>GST/HST  |     |               | 429.61   |
| Shipped By: Tracking Number: |  |     | Total Amount  | 9,021.76 |
| Comment:                     |  |     | Amount Paid   | 0.00     |
| Sold By:                     |  |     | Amount Owling | 9,021.76 |

## Hours / Timesheets

| Date       | Scheduled Time | Account                                | Quantity            | Total    | Note |
|------------|----------------|--|---------------------|----------|------|
| 05/01/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/01/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/02/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/02/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/03/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 05/03/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 05/04/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/04/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/05/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/05/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/06/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/06/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/07/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/07/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/08/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/08/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/09/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/09/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/10/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 05/10/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 05/11/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/11/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/12/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/12/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/13/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |

## Hours / Timesheets

| Date       | Scheduled Time | Account                                | Quantity            | Total    | Note |
|------------|----------------|--|---------------------|----------|------|
| 05/13/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/14/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/14/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/15/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/15/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/16/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/16/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/17/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 05/17/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 05/18/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/18/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/19/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/19/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/20/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/20/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/21/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/21/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/22/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/22/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/23/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |
| 05/23/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70     | \$133.60 |      |
| 05/24/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 05/24/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70 | \$200.40 |      |
| 05/25/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70     | \$116.90 |      |

## Hours / Timesheets

| Date       | Scheduled Time | Account                                | Quantity             | Total    | Note                                      |
|------------|----------------|--|----------------------|----------|---|
| 05/25/2020 | 23:00 - 07:30  | Team - Ravine Site<br>- Security Guard | 8.5 REG x<br>\$16.70 | \$141.95 | No Guard in morning...hassan<br>Came late |
| 05/26/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70      | \$116.90 |   |
| 05/26/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70      | \$133.60 |   |
| 05/27/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70      | \$116.90 |   |
| 05/27/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70      | \$133.60 |   |
| 05/28/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70      | \$116.90 |   |
| 05/28/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70      | \$133.60 |   |
| 05/29/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70      | \$116.90 |   |
| 05/29/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$16.70      | \$133.60 |   |
| 05/30/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$16.70      | \$116.90 |   |
| 05/30/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70  | \$200.40 |   |
| 05/31/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70  | \$200.40 |   |
| 05/31/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$16.70  | \$200.40 |   |



**Team Security & Protection Services Ltd.**

5936-124th Street  
Surrey, British Columbia V3X 1X5  
Canada

**INVOICE**

Invoice No.: 3152  
Date: 06/07/2020  
Ship Date:  
Page: 1  
Re: Order No.

Sold to:

FLII CONSTRUCTION LTD.  
#205-10234 152 Street  
Surrey, B.C. V3R 6N7  
Canada

Ship to:

FLII CONSTRUCTION LTD.  
11075 Ravine Road  
Surrey BC

GST # 80615 4688 RT0001

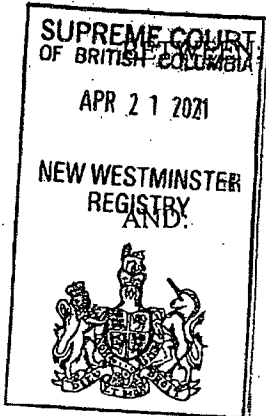
| Quantity                     | Description  | Tax | Unit Price   | Amount   |
|------------------------------|--|-----|--------------|----------|
| 138                          | Security Guard: Security Guard<br>June 1-8th, 2020<br>See Attached for Details | G   | 19.00        | 2,622.00 |
|                              | Subtotal:  |     |              | 2,622.00 |
|                              | G - GST 5%<br>GST/HST  |     |              | 131.10   |
| Shipped By: Tracking Number: |  |     | Total Amount | 2,753.10 |
| Comment:                     |  |     | Amount Paid  | 0.00     |
| Sold By:                     |  |     | Amount Owing | 2,753.10 |

## Hours / Timesheets

| Date       | Scheduled Time | Account                                | Quantity            | Total    | Note |
|------------|----------------|--|---------------------|----------|------|
| 06/01/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$19.00     | \$133.00 |      |
| 06/01/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$19.00     | \$152.00 |      |
| 06/02/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$19.00     | \$133.00 |      |
| 06/02/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$19.00     | \$152.00 |      |
| 06/03/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$19.00     | \$133.00 |      |
| 06/03/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$19.00     | \$152.00 |      |
| 06/04/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$19.00     | \$133.00 |      |
| 06/04/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$19.00     | \$152.00 |      |
| 06/05/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$19.00     | \$133.00 |      |
| 06/05/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$19.00     | \$152.00 |      |
| 06/06/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$19.00 | \$228.00 |      |
| 06/06/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$19.00 | \$228.00 |      |
| 06/07/2020 | 07:00 - 19:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$19.00 | \$228.00 |      |
| 06/07/2020 | 19:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 12 REG x<br>\$19.00 | \$228.00 |      |
| 06/08/2020 | 16:00 - 23:00  | Team - Ravine Site<br>- Security Guard | 7 REG x \$19.00     | \$133.00 |      |
| 06/08/2020 | 23:00 - 07:00  | Team - Ravine Site<br>- Security Guard | 8 REG x \$19.00     | \$152.00 |      |

No. \_\_\_\_\_  
New Westminster Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**



**TEAM SECURITY & PROTECTION SERVICES LTD.**

**PLAINTIFF**

**FLII CONSTRUCTION LTD., and  
CONIAN DEVELOPMENTS (LA VODA) INC.**

**DEFENDANTS**

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

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**CLAIM OF THE PLAINTIFF****PART 1: STATEMENT OF FACTS**

1. The Plaintiff is a company incorporated pursuant to the laws of the Province of British Columbia and has an address for service located at 200-2955 Gladwin Road, Abbotsford, British Columbia, V2T 5T4.
2. The Defendant FLII Construction Ltd. (the "Defendant FLII") is a company incorporated under the laws of the Province of British Columbia and has its registered office located at 205-10234B 152 Street, Surrey, British Columbia, V3R 6N7.
3. The Defendant Conian Developments (La Voda) Inc. (the "Defendant Conian La Voda") is a company incorporated under the laws of the Province of British Columbia and has its registered office located at 10469-125B Street, Surrey, British Columbia, V3V 5A8.
4. The Defendant Conian La Voda was at all material times the registered owner of property located at 11075 and 11077 Ravine Road, Surrey, British Columbia, legally described as:  
  
PID: 030-337-020  
Lot 1 Section 15 Block 5 North Range 2 West New Westminster District Plan EPP73667  
  
(the "La Voda Lands").
5. At all material times, the Defendant FLII was the construction manager or general contractor engaged by the Defendant Conian La Voda for the construction of an improvement on the Lands (the "Improvement").
6. At all material times, the Plaintiff was engaged by the Defendant FLII to provide security guard services and other related work (the "Work") for the Improvement for the Defendant FLII and the Defendant FLII agreed to pay for the Work (the "Agreement").
7. It was a further term of the Agreement that payment would be made upon receipt of each invoice.
8. Pursuant to the Agreement, the Plaintiff performed the Work it was required to perform for the Defendant FLII for the Improvement.

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9. The principal balance due and owing on account by the Defendant FLII to the Plaintiff as of today's date is the sum of \$46,774.73, which is broken down as follows:

| Invoice No.     | Invoice Date      | Amount Due         |
|-----------------|-------------------|--------------------|
| 2113            | August 12, 2019   | \$8,662.29         |
| Payment         |                   | -\$8,539.55        |
| 2171            | December 31, 2019 | \$9,100.67         |
| 2215            | February 1, 2020  | \$8,785.04         |
| 2272            | March 2, 2020     | \$8,258.99         |
| Deposit Applied | March 15, 2020    | -\$8,714.90        |
| 2329            | April 1, 2020     | \$9,083.13         |
| 2508            | May 1, 2020       | \$8,364.20         |
| 2575            | May 26, 2020      | \$9,021.76         |
| 3152            | July 6, 2020      | \$2,753.10         |
|                 |                   | <b>\$46,774.73</b> |

10. The Plaintiff has demanded payment of the sum of \$46,774.73 from the Defendant FLII, but the Defendant FLII has refused or neglected to pay that sum or any part thereof.

11. On July 17, 2020, the Plaintiff made a claim of lien in the amount of \$46,774.73 pursuant to the *Builders Lien Act*, S.B.C. 1997, c.45 (the "*Builders Lien Act*") and filed it against the Lands at the New Westminster Land Title Office which was registered under no. CA8308414 (the "Lien"). The Plaintiff has demanded payment of the Lien from the Defendant Conian La Voda, but the Defendant Conian La Voda has refused or neglected to pay that sum or any portion thereof.

12. The Defendant Conian La Voda was obligated by Section 4 of the *Builders Lien Act* to retain a holdback pursuant to that Section.

13. The Plaintiff is a person engaged in connection with the Improvement by or under the person whom the holdback was retained or required to be retained by the Defendant Conian La Voda so that the holdback retained by the Defendant Conian La Voda is charged with payment of the amount of \$46,774.73.

14. Pursuant to an Order of Madam Justice Morellato made November 2, 2020 in British Columbia Supreme Court Action No. S-206552 (Vancouver Registry), the sale of the La Voda Lands was approved.

15. Pursuant to an Order of Madam Justice Morellato made December 15, 2020 in British Columbia Supreme Court Action No. S-206552 (Vancouver Registry), the Lien was cancelled

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from the La Voda Lands and the remaining sale funds from the sale of the La Voda Lands were to be held in trust by McEown & Associates, Trustee in Bankruptcy for the Defendant Conian La Voda, as substitute security for the Lien in place of the Lands (the "Security"). The Lien was subsequently discharged from title to the Lands.

16. The Defendant FLII received certain sums of money on account of the contract price entered into in respect of the Improvement. These sums constitute a trust fund for the benefit of the Plaintiff pursuant to Section 10 of the *Builders Lien Act* (the "Trust"). The Defendant FLII has appropriated or converted all or part of the sums received to uses not authorized by the Trust.

17. The Plaintiff claims the Lien against the Security.

## **PART 2: RELIEF SOUGHT**

1. The Plaintiff claims against the Defendants as follows:

- (a) A judgment against the Defendant FLII for the sum of \$46,774.73 plus interest pursuant to the *Court Order Interest Act* from and including the date of each invoice to and including the date of judgment;
- (b) A declaration that the Plaintiff is entitled to the Lien in the amount of \$46,774.73 against the Security and the amount retained or required to be retained by the Defendant Conian La Voda pursuant to Section 4 of the *Builders Lien Act*;
- (c) A declaration that the Lien is a first charge, lien or encumbrance as against the Security in preference and in priority to all of the right, title and interest of the Defendant Conian La Voda;
- (d) A judgment or an order that in default of payment of the said sum of \$46,774.73 and costs, the Security be realized for the purposes of realizing the amount of the Lien and costs pursuant to the provisions of the *Builders Lien Act*;
- (e) An order for all proper and necessary directions, accounts, inquiries and references;
- (f) Costs; and

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- (g) Such further and other relief as the nature of this case may require and as to this Honourable Court may seem just and reasonable.

**PART 3: LEGAL BASIS**

1. The Agreement is a valid and binding contract.
2. The Defendant FLII is in breach of the Agreement and as such, the Defendant FLII is liable to the Plaintiff for the debt pursuant to the terms of the Agreement.
3. The Lien is a valid and enforceable claim against the Security and constitutes a charge against the amount of the holdback that the Defendant Conian La Voda retained or was required to retain pursuant to section 4(9) of the *Builders Lien Act*.
4. The Defendant FLII is a trustee under the *Builders Lien Act* and as such, the Defendant FLII is liable for appropriating or converting all or part of the sums received to uses not authorized by the Trust.

Plaintiff's address for service:

Baker Newby LLP  
Lawyers  
200 - 2955 Gladwin Road  
Abbotsford, BC V2T 5T4  
Attention: Adnan N. Habib

Fax number address for service:

(604) 852-5194

E-mail address for service:

ahabib@bakernewby.com and  
estewart@bakernewby.com


Place of trial:

New Westminster, British Columbia

The address of the registry is:

Begbie Square, 651 Carnarvon Street  
New Westminster, BC V3M 1C9

Date: April 20, 2021

  
\_\_\_\_\_  
Signature of lawyer for the Plaintiff,  
Baker Newby LLP

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists

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- (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial or prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.



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## APPENDIX

**PART 1: CONCISE SUMMARY NATURE OF CLAIM:**

1. The Defendant FLII is liable to the Plaintiff for breach of contract.
2. The Defendant Conian is liable to the Plaintiff pursuant to the *Builders Lien Act*.
3. The Defendant FLII is liable to the Plaintiff for breach of trust.

**PART 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

- a motor vehicle accident
- personal injury, other than one arising from a motor vehicle accident
- a dispute about real property (real estate)
- a dispute about personal property
- the lending of money
- the provision of goods or services or other general commercial matters
- an employment relationship
- a dispute about a will or other issues concerning the probate of an estate
- a matter not listed here

**PART 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflicts of law
- none of the above
- do not know

**PART 4:**

1. *Court Order Interest Act*, R.S.B.C. 1996, c. 79
2. *Builders Lien Act*, S.B.C. 1997, c.45

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Leslie James  
Armitstead  
L6IXFK

Digitally signed by Leslie James  
Armitstead L6IXFK  
DN: c=CA, cn=Leslie James Armitstead  
L6IXFK, o=Lawyer, ou=Verify ID at  
www.juricourt.com/LKUP.cfm?id=L6IXFK  
Date: 2020.05.09 08:52:55 -07'00'

APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Amitstead & Company

Les Armitstead, Lawyer

Unit 320-31935 South Fraser Way

Abbotsford

BC V2T 5N7

Document Fees: \$0.00

LTO Client No. 899012140

File No. 203214

File Name. Graestone/FLII

1. Lisa Stainton  
Abbotsford, BC

→ Lisa Armitstead.com

of 320 - 31935 South Fraser Way

, agent of the lien claimant state that:

1. GRAESTONE READY MIX INC.

Incorporation No

BC0386028

of 10086 - 199B Street, Langley, BC V1M 3X8

claims a lien against the following land:

[PID]

[legal description]

030-337-020

LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
DISTRICT PLAN EPP73667

STC? YES

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

Supply of ready mix concrete.

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

one or more of the following: FLII Construction Ltd., Conian Developments (La Voda) Inc. and Rana Khaliq

4. The sum of \$ 202,766.21 is or will become due and owing to Graestone Ready Mix Inc.

April 8, 2020.

on

5. The lien claimant's address for service is:

10086 - 199B Street, Langley, BC V1M 3X8

Signed:

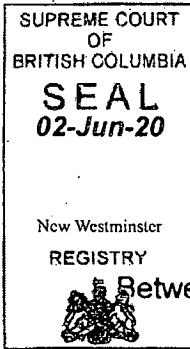
ate: May 9, 2020

Note: Section 45 of the Builders Lien Act provides as follows:

45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.

(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

No.  
New Westminster Registry



*In the Supreme Court of British Columbia*

Between

Graestone Ready Mix Inc.

Plaintiff

and

Flii Construction Ltd., Conian Developments (La Voda) Inc.  
Rana Wasig Khaliq and Robina Chaudry Khan

Defendants

### **NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

#### **Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,

- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### CLAIM OF PLAINTIFF(S)

#### Part 1: STATEMENT OF FACTS

##### Parties:

1. The plaintiff Graestone Ready Mix Inc. ("Graestone") is a BC company and has an address for delivery for the purposes of this proceeding c/o Armitstead & Company, Unit 320 - 31395 South Fraser Way, Abbotsford, BC. V2T 5N7. Attention: Les Armitstead.
2. The defendant Flii Construction Ltd. ("Flii") is a company incorporated pursuant to the laws of BC and has its registered and records office at 205 - 10234B 152ND Street, Surrey BC V3R 6N7.
3. The defendant Conian Developments (La Voda) Inc. ("Conian") is a company incorporated pursuant to the laws of BC and has its registered and records office at 10469 - 125B Street, Surrey, BC V3V 5A8.
4. The defendant Rana Wasig Khaliq ("Khaliq") is a businessman and resides at 10469 - 125B Street, Surrey, BC V3V 5A8.
5. At all material times Khaliq was an owner, director, officer and/or operating mind of Flii and Conian.
6. The defendant Robina Chaudry Khan ("Khan") is self-employed and resides at 10469 - 125B Street, Surrey, BC V3V 5A8. At all material times Khan was the spouse of Khaliq.
7. At all material times Conian was the registered owner of the lands and buildings at 11075 - 11077 Ravine Road, Surrey, British Columbia, with the following legal description:
 

PID: 030-337-020  
 LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
 DISTRICT PLAN EPP73667

("Conian Lands")
8. At all material times Flii was engaged by Conian as the general contractor for the construction of an improvement ("Improvement") on the Conian Lands.

9. Alternatively, at all material times Flii was an undisclosed construction manager and the agent of Conian for the construction of the Improvement but neither Flii nor Conian disclosed that to the Graestone. Graestone claims against Flii and Conian on a contract on behalf of an undisclosed principal.
10. In the further alternative, at all material times Conian and Flii were partners in the construction the Improvement.

#### **Account**

11. On or about April 23, 2019, Flii opened an account ("Account") with Graestone for the supply of ready mix concrete. At that time Flii signed a Credit Agreement ("Credit Agreement") which set out certain terms for the Account.
12. It was a term of the Credit and Indemnity Agreement and of the Account that interest would be charged at a rate of 24 percent per year on all overdue amounts.
13. It was a term of the Account that Graestone would charge its standard prices in effect at the time of each purchase for all orders on the Account. Graestone did charge such prices for all purchases on the Account.

#### **Guarantee**

14. In consideration of Graestone agreeing to give credit to Flii as set out above, Khaliq, by written guarantee contained in the Credit Agreement, personally guaranteed the due payment of all amounts owing by Flii to Graestone with respect to all purchases on the Account.

#### **Orders on Account**

15. Between February 3, 2020, and April 8, 2020, Flii ordered ("Orders") certain ready mix concrete ("Material") on the Account for the Improvement.
16. Graestone supplied and delivered the Material to the Conian Lands for the Improvement.
17. The Material was in accordance with all contractual terms, in compliance with all design drawings, specifications, directions from site supervisors and it complied with the industry standards that existed at all material times in British Columbia.
18. Graestone supplied the Material with the intention that the Material be incorporated into the Conian Lands. The Material was incorporated into the Conian Lands.

#### **Amount Owing**

19. The sum of \$202,766.21 ("Debt") has been and remains owing, due and payable by Flii to Graestone for the Material in the since April 8, 2020.
20. The Improvement was not completed as of May 9, 2020.
21. Flii ordered the Material from Graestone with the knowledge and consent and for the direct benefit of Conian.
22. Despite demand by Graestone, none of the defendants have paid the Debt.

### **Quantum Meruit**

23. Alternatively, if there was no enforceable agreement for the Material, then the plaintiff is entitled to be paid by the defendants for the value of the Material it supplied on the basis of a Quantum Meruit.

### **Fraudulent Statutory Declarations**

24. It was a term of the contract between Conian and Flii that Flii would include with each monthly progress claim, a statutory declaration that it had paid all amounts owed by it for work and materials included in previous progress claims.
25. Flii included such a statutory declaration with each of the progress claims it submitted to Conian.
26. At the time certain of the said statutory declarations were sworn Graestone had not been paid for the Material Graestone had supplied. Khaliq fraudulently swore or caused to be sworn the said statutory declarations when he knew that the material had not been paid for or was reckless in that regard. Khaliq fraudulently swore or caused to be sworn the said statutory declarations with the intention that Flii would obtain payment of its monthly progress claims and use the payments for purposes other than to pay the plaintiff.
27. As a consequence of the fraudulent statutory declarations Graestone has suffered loss and damage in that had the fraudulent statutory declarations not been provided, Flii would have had to pay Graestone to receive further progress claims from Conian and the holdback available to Graestone would have been sufficient to pay the Debt.

### **Lien and Holdback Claims**

28. On or about May 9, 2020, Graestone filed at the Land Title Office at New Westminster, British Columbia, a claim of Builders Lien in Form 5 of the *Builders Lien Act*, S.B.C. 1997, c. 45, registered as charge number CA8181433 against the Conian Lands.

29. Graestone has met the requirements of the *Builders Lien Act*, supra, and is entitled to a lien against the title of the owner of the Conian Lands and on the holdbacks ("Holdbacks") Flii and Conian were required to keep pursuant to s. 4 of the *Builders Lien Act*, supra.
30. The amount of the Holdbacks is greater than the amount of the Debt.

### **Breach of Trust**

31. Flii was a contractor or subcontractor on the Improvements ("Trust Claim Improvement") that Graestone supplied the Materials to. The Improvement is not completed.
32. Flii breached the trust arising pursuant to s. 10 of the *Builders Lien Act*, supra, in connection with sums ("Trust Funds") received by it for the Trust Claim Improvement.
33. Khaliq, in his capacity as a director, officer and/or operating mind of Flii, committed, participated or acquiesced in a breach of trust while acting in a fiduciary capacity with respect to Graestone and knowing that the Trust Funds were impressed with trust in favor of Graestone, by:
- a. using or dealing with; or
  - b. by allowing others to use or deal with;
- the Trust Funds for a purpose not authorized by the trust.
34. The amount of the Trust Funds used in breach of the trust exceeded the amount of the Debt.
35. Graestone suffered damage from the said breach of trust in the amount of the Debt.
36. Khaliq and Khan knowingly had Flii transfer trust monies to Khan who used it to purchase or increase her equity in the following property:
- PID: 025-719-696  
 LOT 1 SECTION 20 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
 DISTRICT PLAN BCP6798
- ("Khan Lands")
37. Khan holds the Lands, or such parts thereof as were acquired with the said trust monies, in trust for Graestone and Graestone claims a beneficial interest in the Khan Lands by virtue of the doctrine of tracing.

### **Fraudulent Conveyance and or Preference**

38. Throughout the material times Flii made large salary and dividend payments in excess of the Debt and failed to realize and/or forgave loans and mortgages (collectively the "Impugned Transactions") in excess of the Debt to Khaliq or persons related to Khaliq or other creditors of Flii at a time when Flii owed Graestone the amounts claimed above.
39. The amount of the Impugned Transactions exceeds the amount of the Debt.
40. The result of the Impugned Transactions was that Flii was unable to pay Graestone the amounts owed to it, and Graestone has been prejudiced in its collection of the Debt.
41. At all material times Graestone was the sole or substantially the sole creditor of Flii.
42. The Impugned Transactions were unlawful for following reasons:
  - a. They were settlements or conveyances of property, or preferences, made with the intent or having the effect of defeating the rightful claim of Graestone, or giving preference to Khaliq or persons related to Khaliq or to other creditors of Flii and are therefore void pursuant to the *Fraudulent Conveyance Act*, R.S.B.C. 1996, c.163 and or the *Fraudulent Preference Act*, R.S.B.C. 1996, c. 164;
  - b. They constituted unlawful payment or financial assistance to a shareholder of Flii when Flii was insolvent or on the eve of insolvency, contrary to S. 142 of the *Business Corporations Act*, SBC 2002, c. 57;
  - c. They were authorized by Khaliq as director of Flii contrary to his fiduciary duties and his duty to act in the best interests of Flii, pursuant to s. 142 of the *Business Corporations Act*, supra.

### **Fraudulent Trading**

43. At the time Flii made the subject purchases ("Fraudulent Purchases") Khaliq knew, or proceeded recklessly without caring, that Flii would not be able to make the payments required by the Account.

### **Unjust Enrichment**

44. The Material supplied by Graestone increased the value of the Conian Lands and increased the payments Flii received from Conian.
45. Conian was unjustly enriched by the supply of the Material by Graestone to the detriment of Graestone and without juridical reason.



46. Flii and Khaliq were unjustly enriched by the supply of the Material by Graestone and by the said breaches of trust, the fraudulent statutory declarations, the Impugned Transactions and Fraudulent Purchases to the detriment of Graestone and without juridical reason.
47. In the circumstances the defendants were unjustly enriched by Graestone.

### **Tracing**

48. Khaliq knowingly used the Trust Funds and the funds he acquired or saved as a result of the fraudulent statutory declarations, the Impugned Transactions and Fraudulent Purchases to purchase or increase his equity in, make mortgage payments on, or to improve, the following properties:

PID: 026-880-253

STRATA LOT 271 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER  
DISTRICT STRATA PLAN BCS2103 TOGETHER WITH AN INTEREST IN THE  
COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE  
STRATA LOT AS SHOWN ON FORM V

PID: 027-001-873

LOT 24 DISTRICT LOT 389A GROUP 2 NEW WESTMINSTER DISTRICT PLAN  
BCP28915

("Khaliq Lands")

49. Khaliq holds the Khaliq Lands or such parts thereof as were acquired with the fraudulent statutory declarations, the Trust Funds and the funds he acquired or saved as a result of the Impugned Transactions and Fraudulent Purchases, in trust for Graestone and Graestone claims a beneficial interest in the Khaliq Lands by virtue of the doctrine of tracing.

### **Part 2: RELIEF SOUGHT**

#### **Against the defendants Flii and Khaliq, jointly and severally:**

1. Judgment in debt in the amount of \$202,766.21.
2. Interest pursuant to the Account.
3. Alternatively, judgment on the basis of a quantum meruit for an amount to be determined by this Honourable Court.
4. Damages in the amount of the Debt for swearing fraudulent statutory declarations.

5. Damages for breach of the trust in s. 10 of the *Builders Lien Act*, supra, in the amount of the Debt.
6. Damages in the amount of the Debt for fraudulently transferring assets.
7. Alternatively, damages for unjust enrichment.
8. An order declaring that any transfer or conveyance of money or property transferred from Flii to Khaliq is void.
9. An order declaring that Khaliq is a constructive trustee of all money or property transferred from Flii to him.
10. An order pursuant to Rule 10 preserving and protecting all money or property transferred from Flii to Khaliq until the trial of this action.
11. Tracing.
12. An accounting.
13. Damages in the amount of the Debt for fraudulent trading.
14. Alternatively, damages for contracting on behalf of an undisclosed principal in the amount of the Debt.

**Against Conian:**

15. In the alternative, judgment in debt in the amount of \$202,766.21.
16. For a declaration that Graestone is entitled to a builders lien for the said amount and costs against the Conian Lands and that such lien is a first charge lien or encumbrance thereon in preference and priority to all right, title and interest of Conian therein.
17. For a judgment or order that in default of payment of the said amount and costs, the Conian Lands, or the estate or interest of Conian therein charged by the said lien, be sold for the purpose of realizing the amount of the said lien and costs pursuant to the provisions of the *Builders Lien Act*, supra.
18. For the purposes aforesaid, an order that all proper directions be given, inquiries made, and accounts taken.
19. For a certificate of pending litigation against the Conian Lands.
20. Damages for unjust enrichment.

**Against Flii and Conian:**

21. A declaration that Graestone is entitled to a lien against the Holdbacks Flii and Conian were required to make pursuant to the *Builders Lien Act*, supra.
22. An order that Flii and Conian pay to Graestone the amount of its said lien.

**Against Khaliq:**

23. A declaration that Graestone has a beneficial interest in and to the Khaliq Lands and that Khaliq holds those lands in trust for Graestone.
24. A certificate of pending litigation against the Khaliq Lands.
25. Damages for breach of fiduciary duty.
26. An accounting.

**Against Khan:**

27. Damages for knowing receipt of trust funds.
28. A declaration that Graestone has a beneficial interest in and to the Khan Lands and that Khan holds those lands in trust for Graestone.
29. A certificate of pending litigation against the Khan Lands.
30. An accounting.

**Against all the Defendants, jointly and severally:**

31. For the costs of this action, including a reasonable sum for the cost of drawing and filing the said claim of lien.

**Part 3: LEGAL BASIS**

1. Debt;
2. Lien against Land pursuant to the *Builders Lien Act*, supra.
3. Alternatively, Quantum Meruit.
4. Alternatively, contracting on behalf of an undisclosed principal.
5. Fraudulent statutory declarations.
6. Breach of trust pursuant to s. 10 of the *Builders Lien Act*, supra.
7. *Fraudulent Conveyance Act* and *Fraudulent Preference Act*, supra.
8. Fraudulent trading.

9. S. 4 of the *Builders Lien Act*, supra, with respect to the said Holdbacks.
10. Unjust enrichment.
11. Breach of fiduciary duty pursuant to s. 142 of the *Business Corporations Act*, supra.

Plaintiff's address for service: Armitstead & Company, Les Armitstead, #320 – 31935  
South Fraser Way, Abbotsford, B.C. V2T 5N7

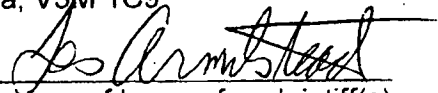
Fax number address for service (if any):

E-mail address for service (if any): [les@armitco.com](mailto:les@armitco.com) ;

Place of trial: New Westminster, British Columbia.

The address of the registry is: New Westminster Law Courts, 651 Carnarvon Street,  
Begbie Square, New Westminster, British Columbia, V3M 1C9

Date: 23/May/2020

  
\_\_\_\_\_  
Signature of lawyer for plaintiff(s)  
Les Armitstead

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

**APPENDIX****PART 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

In debt and lien pursuant to the *Builders Lien Act*, and fraudulent conveyance and trading.

**PART 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

[Check one box below for the case type that best describes this case.]

- a motor vehicle accident
- medical malpractice
- another cause
- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**PART 3: THIS CLAIM INVOLVES:**

[Check all boxes below that apply to this case.]

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**PART 4:**

*Builders Lien Act*  
*Fraudulent Conveyance Act*  
*Fraudulent Preference Act*  
*Business Corporations Act*

FORM\_CBL\_V20

## NEW WESTMINSTER LAND TITLE OFFICE

BUILDERS LIEN ACT  
FORM 5 (Sections 13, 16, 18)

May-22-2020 12:45:23.001

CA8202741

CLAIM OF LIEN Province of British Columbia

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Mandeep  
Grewal 5MVIY5Digitally signed by  
Mandeep Grewal 5MVIY5  
Date: 2020.05.22.10:51:37  
-07'00'

APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Mandeep Grewal Notary Public  
#112, 15375 Hwy 10LOT#: Phone 604-574-5888  
Mandeep Grewal, Notary Public, Auth-Agent

Surrey

BC V3S 0X9

Document Fees: \$0.00

1. Arthur Thornhill, authorized representative  
6330 - 148th Street, Surrey, BC V3S 3C4of Mega Cranes Ltd.  
agent of the lien claimant state that:

1. MEGA CRANES LTD. INC. #A0057925

Incorporation No

of 6330 - 148th Street, Surrey, BC V3S 3C4  
claims a lien against the following land:  
[PID] [legal description]030-337-020 LOT 1, SECTION 15, BLOCK 5, NORTH RANGE 2 WEST,  
NEW WESTMINSTER DISTRICT PLAN EPP73667STC? YES 

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

Supplied crane, support staff and services at the location of 11075 Ravine Road, Surrey, BC

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

Rana Khaliq and Flii Construction Ltd.

4. The sum of \$ 63,248.11 is or will become due and owing to Mega Cranes Ltd.  
on May 21, 2020

5. The lien claimant's address for service is:

6330 - 148th Street, Surrey, BC V3S 3C4

Signed: \_\_\_\_\_

Date: May 22, 2020

Note: Section 45 of the Builders Lien Act provides as follows:

45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.

(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

NEW WESTMINSTER LAND TITLE OFFICE

CA8315110<sup>207</sup>

**BUILDERS LIEN ACT**  
FORM 5 (Sections 15, 16, 18)

Jul-22-2020 12:40:03.001

PAGE 1 OF 1 PAGES

CLAIM OF LIEN Province of British Columbia

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Mandeep  
Grewal 5MVIY5

Digitally signed by  
Mandeep Grewal 5MVIY5  
Date: 2020.07.22 12:38:57  
-07'00'

APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Mandeep Grewal Notary Public  
#112, 15375 Hwy 10

LOT#: Phone 604-574-5888  
Mandeep Grewal, Notary Public, Auth-Agent

Surrey BC V3S 0X9  
Document Fees: \$0.00

1. Arthur Thornhill, authorized representative of Mega Cranes Ltd.  
6330 - 148th Street, Surrey, BC V3S 3C4. agent of the lien claimant state that:

1. MEGA CRANES LTD. INC. #A0057925 Incorporation No

of 6330 - 148th Street, Surrey, BC V3S 3C4  
claims a lien against the following land:  
[PID] [legal description]

030-337-020 LOT 1, SECTION 15, BLOCK 5, NORTH RANGE 2 WEST,  
NEW WESTMINSTER DISTRICT PLAN EPP73667

STC? YES

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

Supplied crane, support staff and services at the location of 11075 Ravine Road, Surrey, BC

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

Rana Khaliq and Flii Construction Ltd.

4. The sum of \$ 37,539.60 is or will become due and owing to Mega Cranes Ltd.  
on July 21, 2020

5. The lien claimant's address for service is:

6330 - 148th Street, Surrey, BC V3S 3C4

Signed: \_\_\_\_\_

Date: July 22, 2020

Note: Section 45 of the Builders Lien Act provides as follows:

- 45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.
- (2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

238390

No.  
New Westminster RegistrySUPREME COURT  
OF BRITISH COLUMBIA

MAY 13 2011

Between:

NEW WESTMINSTER  
REGISTRY

## IN THE SUPREME COURT OF BRITISH COLUMBIA

MEGA CRANES LTD.

Plaintiff

-vs-

FLH CONSTRUCTION LTD., CONIAN DEVELOPMENTS (La Voua) INC.,  
and RANA WASIF KHALIQ

Defendants

## NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

## TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the Plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America within 30 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 30 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.



## CLAIM OF THE PLAINTIFF

**Part 1: STATEMENT OF FACTS**

1. The Plaintiff, Mega Cranes Ltd. ("Mega"), is a company duly incorporated pursuant to the laws of the Province of British Columbia, and having its principal place of business at 6330 – 148<sup>th</sup> Street, in the City of Surrey, in the Province of British Columbia.
2. The Defendant, FLII Construction Ltd. ("FLII") is a company duly incorporated pursuant to the laws of British Columbia, and has its registered and records office at 205 – 10234B – 152<sup>nd</sup> Street, in the City of Surrey, in the Province of British Columbia.
3. The Defendant, Rana Wasif Khaliq ("Mr. Khaliq"), is a businessman, with an address at 10469 – 125B Street, in the City of Surrey, in the Province of British Columbia. At all material times, Mr. Khaliq was a director and operating mind of FLII.
4. The Defendant, Conian Developments (La Voda) Inc. ("Conian"), is a company duly incorporated pursuant to the laws of the Province of British Columbia, and has its registered and records office at 10469 – 125B Street, in the City of Surrey, in the Province of British Columbia.
5. The Defendant Conian was the registered owner of property, located at 11075 Ravine Road, Surrey, British Columbia, with a legal description of:  
PID: 030-337-020  
Lot 1, Section 15, Block 5, North Range 2 West, New Westminster District Plan  
EPP73667  
(the "Lands").
6. On or about August 23, 2018, the Plaintiff entered into a Credit Agreement with the Defendants, FLII and Mr. Khaliq, both jointly and severally, whereby the Plaintiff agreed to supply future crane rentals, services and related materials.
7. It was a term of the Plaintiff's Credit Agreement with the Defendants, FLII and Mr. Khaliq, that payment would be made to the Plaintiff no later than 30 days after the delivery of an invoice. If the Defendants failed to make this payment, the Plaintiff was entitled to charge interest at the rate of 2.5% per month, being 30% per annum on the amount outstanding from time to time.
8. Pursuant to the terms of the Credit Agreement, and for valuable consideration, the Defendant Mr. Khaliq, personally guaranteed all obligations accruing due to the Plaintiff pursuant to the terms of the Credit Agreement by the said Defendants.

9. On or about February 20, 2018, upon the request by the Defendant Conian, the Plaintiff provided a quote to supply crane rental services, mobilizing and demobilizing ("Goods and Services") for the improvements being constructed on the Lands (the "Improvements").
10. On or about October 17, 2018, and in reliance on the terms of the Credit Agreement, the Plaintiff entered into a written Equipment Rental Agreement (hereinafter referred to as the "Rental Agreement") with the Defendant FIII, wherein the Plaintiff agreed to rent a 1358 TCK Tower Crane (hereinafter referred to as the "Crane") for use by the Defendant FIII on the Improvement.
11. Pursuant to the terms of the Rental Agreement, the Defendant FIII agreed to pay the sum of \$11,055.56 plus applicable taxes for a total of \$12,382.23 per month to the Plaintiff for the use of the Crane.
12. Invoices were issued by the Plaintiff to the Defendants FLII and Mr. Khaliq for the Goods and Services being provided.
13. Known to the Defendants FLII and Mr. Khaliq but unknown to the Plaintiff, the said Defendants received monies for Improvements to the Lands to which the Plaintiff supplied Goods and Services. These monies were trust funds in the hands of the said Defendants as trustees for the benefit of the Plaintiff as an unpaid material supplier, pursuant to Section 10 of the *Builders Lien Act*.
14. In breach of the said trust, the Defendants FLII and Mr. Khaliq caused, consented, or acquiesced in the misappropriation or conversion of the trust fund or funds for their own use or uses, with the resulting respective accounts of the Plaintiff remaining unpaid.
15. The Plaintiff has demanded payment that is outstanding from the Defendants FLII and Mr. Khaliq but these Defendants have refused or neglected to pay amounts owing to the Plaintiff pursuant to the Goods and Services and for the Improvements.
16. On or about May 22, 2020, the Plaintiff filed a claim of builders lien against title to the Lands in the amount of \$63,248.11 and registered as lien number CA8202741 (the "1<sup>st</sup> Lien").
17. Unbeknownst to the Plaintiff, FLII and Conian were related companies that went bankrupt. FLII was the construction company that was contracted to build Conian's condo building. Mr. Khalif was the sole shareholder of both FLII and Conian.

18. On or about July 8, 2020, The Bowra Group Inc. was appointed Receiver and Manager of the assets (the "Receiver"), undertakings and properties of the Defendant Conian, Conian Developments Inc., Conian Developments (La Voda II) Inc. and FIII pursuant to an Order of the Supreme Court of British Columbia, Action No. S-S-206552 (the "Receivership Action").
19. The lands and premises that are the subject of this receivership consist of a partially completed 6-story condo development and 2.3 acres of vacant land located at 11077, 11037 – 11069 Ravine Road and 11054 – 11080 132nd Street in Surrey, B.C. ("La Voda Development Property").
20. On or about July 10, 2020, the Defendant FLII made an Assignment in Bankruptcy.
21. On or about July 22, 2020, the Plaintiff filed a second claim of builders lien against title to the Lands in the amount of \$37,539.60 and registered as lien number CA8315110 (the "2<sup>nd</sup> Lien").
22. The following table lists the outstanding invoices of the Plaintiff issued to Defendants FIII and Mr. Khaliq on account of the Improvements:

| Date              | Invoice # | Paid | Amount Owing        |
|-------------------|-----------|------|---------------------|
| August 12, 2019   | MC144782  |      | \$ 866.25           |
| December 17, 2019 | RC132319  |      | \$ 12,382.23        |
| January 10, 2020  | MC145592  |      | \$ 92.14            |
| January 20, 2020  | RC132347  |      | \$ 12,382.23        |
| February 21, 2020 | MC145801  |      | \$ 129.00           |
| February 28, 2020 | MC145845  |      | \$ 92.14            |
| March 31, 2020    | Credit    |      | -\$ 450.00          |
| April 7, 2020     | RC132376  |      | \$ 12,382.23        |
| May 1, 2020       | RC132401  |      | \$ 12,382.23        |
| May 6, 2020       | MC146132  |      | \$ 115.50           |
| May 7, 2020       | MC146147  |      | \$ 317.63           |
| May 12, 2020      | MC146178  |      | \$ 174.30           |
| May 13, 2020      | MC146190  |      | \$ 392.91           |
| May 21, 2020      | RC132428  |      | \$ 12,382.23        |
| June 1, 2020      | RC132432  |      | \$ 12,382.23        |
| June 16, 2020     | RC132458  |      | \$ 12,382.23        |
| June 30, 2020     | RC132474  |      | \$ 12,382.23        |
| <b>Total</b>      |           |      | <b>\$100,787.71</b> |

23. On or about October 30, 2020 an Order was approved in the Receivership Action for the sale of the said Lands in the amount of \$35,105,000.00.

24. On or about November 2, 2020, an Approval and Vesting Order was issued in Receivership Action, wherein the Order cancelled from title to the Lands all Liens pursuant to Section. 24 of the *Builders Lien Act*, with funds as per this Order constituting security.

**Part 2: RELIEF SOUGHT**

The following relief is sought against the Defendant Conian and otherwise with respect to the *Builders Lien Act* claim:

1. THE PLAINTIFF CLAIMS as follows:
  - (a) A declaration that the Plaintiff is entitled to the 1<sup>st</sup> and 2<sup>nd</sup> Liens pursuant to the *Builders Lien Act* in the amount of \$100,787.71 against the Lands, the Improvement, the interest of the Defendant Conian in the Improvement, the Materials delivered to or placed on the Lands, any security posted or funds paid into Court in substitution for the Securities and the holdback funds retained by the Defendants;
  - (b) A declaration that the claim of the 1<sup>st</sup> and 2<sup>nd</sup> Liens pursuant to the *Builders Lien Act* of the Plaintiff is a first charge, lien or encumbrance against the Lands, the Improvement and holdback funds and security in preference or priority to all the right, title and interest of the Defendants;
  - (c) A judgment or order that in default of payment of the said sum of \$100,787.71 respectively plus interest and costs, Goods and Services and the Improvement supplied be realized for the purposes of the amount of the Plaintiff's claim of the 1<sup>st</sup> and 2<sup>nd</sup> liens pursuant to the provisions of the *Builders Lien Act*;
  - (d) An order that all proper and necessary directions of accounts, inquiries, and references be provided;
  - (e) For judgment against the Defendants in the sum of \$100,787.71 including contractual interest, or interest in the alternative, pursuant to the *Court Order Interest Act*;
  - (f) Costs of this action including the preparation and filing of the 1<sup>st</sup> and 2<sup>nd</sup> Liens; and
  - (g) such further and other relief as the nature of this case may require and to this Honorable Court may deem just.

The following relief is sought against the Defendants FLII and Mr. Khaliq with respect to the breach of contract and breach of trust claim:

- a) Judgment against the Defendants in the amount of \$100,787.71 owing pursuant to the Goods and Services;
- b) Judgment for general and special damages for breach of the Goods and Services;
- c) Judgment for general and special damages for breach of trust.
- d) Costs; and
- e) Such further and other relief as the nature of this case may require and this Honorable Court may deem meet.

The following relief is sought against the Defendant Mr. Khaliq under the guarantee:

- a) Judgment against Mr. Khaliq pursuant to the guarantee in the amount of \$100,787.71;
- b) Costs; and
- c) Such further and other relief as the nature of this case may require and this Honorable Court may deem meet.

### **Part 3: LEGAL BASIS**

*Builders Lien Act, S.B.C. 1997, c. 45;*

1. At all material times, the Plaintiff was a subcontractor as defined in section 1 of the *Builders Lien Act*, based on the Improvements:
  - (a) Performed or provided services;
  - (b) Supplied material; or
  - (c) Did any combination of those things referred to in paragraphs (a) and (b).
2. Accordingly, pursuant to section 2 of the *Builders Lien Act*, the Plaintiff is entitled to a lien for the price of the work and material, to the extent that the price remains unpaid, on all of the following:
  - (a) the Lands;
  - (b) the Improvement;
  - (c) the interest of the Defendant Owner in the Improvement; and
  - (d) the material delivered to or placed on the Lands.

3. Pursuant to sections 4 and 5 of the *Builders Lien Act*, the Defendant FLII was required to retain a holdback and a holdback account.
4. Pursuant to section 23 or 24 of the *Builders Lien Act*, the Plaintiff is entitled to a lien against the Security.
5. Pursuant to section 37 of the *Builders Lien Act*, the Plaintiff is entitled to its costs of and incidental to the proceedings of filing and enforcing the Claim of Lien.

#### Breach of Contract Claim

1. In breach of the Contract, the Defendants FLII and Mr. Khaliq have:
  - (a) Refused or neglected to make payment to the Plaintiff of the sum of \$100,787.71, despite demands;
  - (b) As a result of the breaches of the Contract, the Plaintiff has suffered, and continued to suffer, damage, loss and expense.

#### Breach of Trust Claim

1. Pursuant to section 10 of the *Builders Lien Act*:
  - (a) money received by the Defendants FLII and Mr. Khaliq on account of its contract with the Conian constituted a trust fund for the benefit of the Plaintiff and the Defendants FLII and Mr. Khaliq were the trustees of the fund; and
  - (b) until the Plaintiff was paid in full under the Goods and Services, the Defendants FLII and Mr. Khaliq could not appropriate any part of the trust fund to its own use or to a use not authorized by that trust.
2. In breach of the trust, the Defendants FLII and Mr. Khaliq appropriated all or part of the trust fund to their own use or to a use not authorized by that trust, which appropriation has caused damage, loss or expense to the Plaintiff.

#### Guarantee claim

1. With respect to the claim against Mr. Khaliq, the Plaintiff relies on the law of guarantee.

Plaintiff's address for service:

Mega Cranes Ltd.  
6330 - 148<sup>th</sup> Street  
Surrey, BC V3S 3C4

Fax number address for service: (604) 599-5250

Place of trial: New Westminster

The Address of the registry is:

Law Courts, Begbie Square  
New Westminster, BC V3M 1C9

Dated: May 11, 2021

\_\_\_\_\_  
Signature of  
 Plaintiff  lawyer for Plaintiff

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
- a. Prepare a list of documents in Form 22 that lists
    - i. all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - ii. all other documents to which the party intends to refer at trial, and
  - b. serve the list on all parties of record.

#### APPENDIX

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

The Defendants are liable to the Plaintiff pursuant to the *Act*.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

- a motor vehicle accident
- personal injury, other than one arising from a motor vehicle accident
- a dispute about real property (real estate)
- a dispute about personal property
- the lending of money
- the provision of goods or services or other general commercial matters
- an employment relationship
- a dispute about a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflicts of law
- none of the above
- do not know

**Part 4**

*Builders Lien Act, S.B.C. 1997, c. 45*

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FORM\_CBL\_V20

NEW WESTMINSTER LAND TITLE OFFICE

CA8213240

BUILDERS LIEN ACT  
FORM 5 (Sections 15, 16, 18)

May-28-2020 14:33:05.001

PAGE 1 OF 1 PAGES

CLAIM OF LIEN Province of British Columbia

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the Land Title Act, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Jason Antony Hughes  
NWFNTT  
Digitally signed by Jason Antony Hughes NWFNTT  
Date: 2020.05.28 12:12:11 -07'00'

APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

TAYLOR, TAIT, RULEY & COMPANY

Barristers & Solicitors

33066 First Avenue

Mission

Document Fees: \$0.00

Tel: (604) 826-1266

LTO Client No.: 011018

File No.: PSI/BB50260/vb

BC V2V 1G3

I. JAMES ALFRED COOPER  
Abbotsford, British Columbia

of PO Box 548, Station A  
agent of the lien claimant state that:

1. KC'S PUMPING SERVICES INCORPORATED DBA PSI CONCRETE PUMPING  
Incorporation No BC0825835

of PO Box 548, Station A, Abbotsford, BC V2T 6Z8  
claims a lien against the following land:  
[PID] (legal description)

030-337-020 LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
DISTRICT PLAN EPP73667

STC? YES

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

Provide labour and equipment for concrete pumping, placing, and finishing.

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

FLII CONSTRUCTION LTD. (Incorporation Number BC1114154)

4. The sum of \$ 38,844.13 is or will become due and owing to KC's Pumping Services Incorporated dba PSI  
Concrete Pumping on May 8, 2020

5. The lien claimant's address for service is:  
PO Box 548, Station A, Abbotsford, BC V2T 6Z8

JUSTIN W. KLASSEN  
Barrister & Solicitor  
33066 First Avenue  
Mission, B.C. V2V 1G3  
604-826-1266

Signed: \_\_\_\_\_

Date: May 28, 2020

Note: Section 45 of the Builders Lien Act provides as follows:

- 45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.
- (2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

Schedule C

|   |   |
|---|---|
| <p><b>KC 'S PUMPING SERVICES INC.</b><br/>                 dba PSI CONCRETE PUMPING<br/>                 PO Box 548, Station A<br/>                 Abbotsford, British Columbia V2T 6Z8<br/>                 (604)755-9759</p> | <p><b>RECEIPT</b></p> <p>Receipt No.: AUTH#445144<br/>                 03/26/2020</p> |
| <p>Amount Received <span style="float: right;">\$10,000.00</span></p>   |   |
| <p>From:<br/> <b>FLI CONSTRUCTION LTD</b><br/>                 205 - 10234 152ND ST<br/>                 SURREY, BC V3R 6N7</p>   |   |
| <p>Signature _____</p>  |   |

| <b>KC 'S PUMPING SERVICES INC.</b>   |                                     |                 |                 |           |  |        |              |  |          |       |  |          |           |  |       |  |  |              |  |  |          |                 |  |  |              |
|--|-------------------------------------|-----------------|-----------------|-----------|--|--------|--------------|--|----------|-------|--|----------|-----------|--|-------|--|--|--------------|--|--|----------|-----------------|--|--|--------------|
| <b>FLI CONSTRUCTION LTD</b>  | 03/26/2020 Receipt No.: AUTH#445144 |                 |                 |           |  |        |              |  |          |       |  |          |           |  |       |  |  |              |  |  |          |                 |  |  |              |
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| 345299036  |                                     | 315.00          |                 |           |  |        |              |  |          |       |  |          |           |  |       |  |  |              |  |  |          |                 |  |  |              |
| 345299037REV   |                                     | 4,257.79        |                 |           |  |        |              |  |          |       |  |          |           |  |       |  |  |              |  |  |          |                 |  |  |              |
| 29318  |                                     | 5,357.19        |                 |           |  |        |              |  |          |       |  |          |           |  |       |  |  |              |  |  |          |                 |  |  |              |
| 345299175  |                                     | 70.02           |                 |           |  |        |              |  |          |       |  |          |           |  |       |  |  |              |  |  |          |                 |  |  |              |
|  |                                     | <b>Total</b>    |                 |           |  |        |              |  |          |       |  |          |           |  |       |  |  |              |  |  |          |                 |  |  |              |
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|  |                                     | <b>Total</b>    |                 |           |  |        |              |  |          |       |  |          |           |  |       |  |  |              |  |  |          |                 |  |  |              |
| <b>Total 10,000.00</b>   |                                     |                 |                 |           |  |        |              |  |          |       |  |          |           |  |       |  |  |              |  |  |          |                 |  |  |              |

| <b>KC 'S PUMPING SERVICES INC.</b>   |                                     |                 |                 |           |  |        |              |  |          |       |  |          |           |  |       |  |  |              |  |  |          |                 |  |  |              |
|--|-------------------------------------|-----------------|-----------------|-----------|--|--------|--------------|--|----------|-------|--|----------|-----------|--|-------|--|--|--------------|--|--|----------|-----------------|--|--|--------------|
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**JUSTIN W. KLASSEN**  
*Barrister & Solicitor*  
 33066 First Avenue  
 Mission, B.C. V2V 1G3  
 604-826-1266

**McEown + Associates LTD.**  
**LICENSED INSOLVENCY TRUSTEE**  
CORPORATE INSOLVENCY AND RESTRUCTURING PROFESSIONALS

100-100 Street, Suite 200  
Vancouver, BC V6C 2G4  
T: 604-686-8007  
F: 604-686-8021  
www.mceownassociates.ca

**FORM 36**

**GENERAL PROXY**

(Where A Creditor is a Corporation, the Proxy Must be Completed and Signed in the Corporate Name)

IN THE MATTER OF THE BANKRUPTCY / PROPOSAL / RECEIVERSHIP OF:

Flii Construction Ltd.

(Name of Debtor)

WE, KC's Pumping Services Inc. of the City of Abbotsford in the Province of  
(Name of Corporation)

British Columbia

a creditor in the above matter, hereby appoint

Mikaela Ciebian of the Abbotsford, British Columbia  
(Name of Proxy) (City & Province)

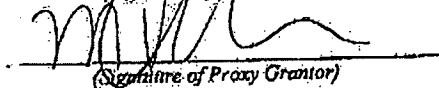
to be our general proxy in the above matter except as to the receipt of dividends with / without power to appoint another general proxy in our place.

Dated at the City of Mission in the Province of BC this 20 day of July, 2019

KC's Pumping Services Inc.  
(Corporate Name)

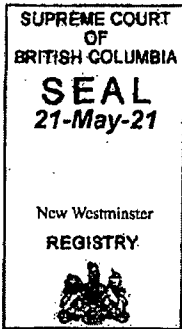
  
(Signature of Witness)

\_\_\_\_\_  
(Address)

  
(Signature of Proxy Grantor)

P.O. Box 548  
Station A, Abbotsford, BC  
V2T 6Z8

**JUSTIN W. KLASSEN**  
Barrister & Solicitor  
33086 First Avenue  
Mission, B.C. V2V 1G3  
604-826-1266



Court File No. **NEW-S-S-238543**  
No.  
Registry: New Westminster

**In the Supreme Court of British Columbia**

BETWEEN:

**KC'S PUMPING SERVICES INCORPORATED DBA PSI CONCRETE PUMPING**

**PLAINTIFF**

AND:

**FLII CONSTRUCTION LTD. and  
CONLAN DEVELOPMENTS (LA VODA) INC.**

**DEFENDANTS**

**NOTICE OF CIVIL CLAIM**

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**TIME FOR RESPONSE TO CIVIL CLAIM**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

**CLAIM OF THE PLAINTIFF(S)**

**Part 1: STATEMENT OF FACTS**

1. The Plaintiff, KC'S PUMPING SERVICES INCORPORATED DBA PSI CONCRETE PUMPING ("KCPS"), is a company duly incorporated pursuant to the laws of British Columbia, having an address for service of 33066 First Avenue, Mission, British Columbia, V2V 1G3.
2. The Defendant, FLII Construction Ltd. (the "Builder") is a company duly incorporated pursuant to the laws of British Columbia under Inc. No. BC1114154 with registered and records offices at unit 205-10234B 152<sup>nd</sup> Street, Surrey British Columbia.
3. The Defendant, Conian Developments (La Voda) Inc. (the "Developer") is a company duly incorporated pursuant to the laws of British Columbia under Inc. No. BC0707784, having a Registered and Records Office situated at 10469-125B Street, Surrey, British Columbia.
4. KCPS carries on the business of providing labour, materials, and services for concrete pumping, pouring, placing, and finishing services on a contractual and sub-contractual basis.
5. At all material times the Developer was the registered owner of the lands located at 11075 and 11077 Ravinc Road, Surrey, BC and legally described as:
 

PID: 030-337-020  
 LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST  
 NEW WESTMINSTER DISTRICT PLAN EPP 73667  
 (the "Lands")
6. At all material times, the Builder was engaged by the Developer as the general contractor, or in the alternative, construction manager, for construction of a new six-storey residential building (the "Improvement") on the Lands.

### Claim of Subcontractor

7. On or about May 6, 2019, the Plaintiff entered into an agreement with the Builder whereby the Plaintiff agreed to supply and provide concrete pumping, pouring, placing, and finishing services (the "Works") as part of the Improvement and the Builder agreed to pay the Plaintiff for the Works (the "Contract").
8. In accordance with the terms of the Contract, the Plaintiff began performing the Works as part of the Improvement on the Lands. The Plaintiff began to invoice the Builder with progress draws according to the work that was performed.
9. On or about June 9, 2020, the Developer and the Builder filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act*. On or before that date, all of the work on the Improvement, including the Plaintiff's Works pursuant to the Contract, was suspended (the "Bankruptcy Date").
10. The Plaintiff invoiced the Builder a total of \$38, 893.05 under the Contract, for the work undertaken (the "Outstanding Amount").
11. In breach of the contract with the Plaintiff, the Builder failed, refused or neglected to make payment. The entire Outstanding Amount remains due and owing to the Plaintiff from the Builder for the Completed Works provided on and to the Lands.
12. In the alternative, if there was no enforceable contract for the supply and installation of the Works, then the Plaintiff is entitled to be paid by the Defendants for the value of the Works that it supplied on the basis of *Quantum Meruit*. In the event that the Contract is not enforceable, which is not admitted but expressly denied:
  - a. the Works that were completed by the Plaintiff on the Lands increased the value of the Lands and increased the amounts owing from the Developer to the Builder; and
  - b. the Developer and the Builder were unjustly enriched by the installation of the Works to the detriment of the Plaintiff without juristic reason.
14. On May 28, 2020, the Plaintiff filed a claim of lien pursuant to the *Builders Lien Act*, alleging the sum of \$38,844.13 was due and owing. By causing the said claim of lien to be filed against the Lands at the Land Title Office in New Westminster, British Columbia under No. CA 8213240 (the "Lien").
15. On July 8, 2020, in a receivership proceeding commenced by Romspen Investment Corporation in the Vancouver Registry of the Supreme Court of British Columbia under Court File No. S206552 against the Developer and others (the "Receivership Proceedings"), The Bowra Group Inc, was appointed the Receiver and manager over the property of the Developer (the "Receiver") and the stay in bankruptcy was lifted.
16. On November 2, 2020, Madam Justice Morellato in the Receivership Proceedings amended the Vesting Order to order that the claims of lien and certificates of pending litigation filed against the Lands, including the Plaintiff's lien, be cancelled pursuant to s. 24 of the *Builders Lien Act*, and the Lands sold with the proceeds therefrom (the "Proceeds") constituting security pursuant to s. 24 of the *Builders Lien Act*, and that the

Proceeds be paid to McEown & Associates Ltd (the "Trustee"), the trustee in bankruptcy of the Defendants pending further order of this Court.

17. The Plaintiff has complied with the provisions of the *Builders Lien Act* and is entitled to a builders lien against the Proceeds, as security in substitution for the Lands.

**Part 2: RELIEF SOUGHT**

1. The Plaintiff seeks a declaration that it is entitled to a lien pursuant to the *Builders Lien Act* in the amount of \$38,844.13 against the Proceeds paid to the Trustee in substitution for the Lands (the "Security")
2. The Plaintiff seeks a declaration that the lien pursuant to the *Builders Lien Act* of the Plaintiff is a first charge, lien or encumbrance against the Security in preference or priority to all of the right, title and interest of the Defendants.
3. The Plaintiff claims a judgement against the Defendant FLII Construction Ltd. in the sum of \$38,844.13 plus interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, C. 79.
4. In the alternative, the Plaintiff seeks a judgement on the basis of *Quantum Meruit* and the law as it pertains to unjust enrichment for the amount of the Lien.
5. The Plaintiff seeks the costs of this Action including a reasonable sum for the costs of drawing and filing the Lien claim in the Land Title Office in New Westminster under No. CA 8213240.

**Part 3: LEGAL BASIS**

1. The Plaintiff performed work and supplied material in relation to the Improvement on the Lands pursuant to the Contract with the Defendant FLII Construction.
2. The Plaintiff is entitled to judgment for the unpaid amount due and owing under the contract and to a lien under the *Bullder's Lien Act*, or in the alternative, *Quantum Meruit*.
3. The Plaintiff claims costs pursuant to the Act and the British Columbia Supreme Court Civil Rules.


Plaintiff's address for service: Taylor, Tait, Ruley & Company  
Barristers & Solicitors  
33066 First Avenue  
Mission, BC V2V 1G3

Fax number address for service: 604-826-4288

Place of trial: New Westminster, British Columbia

The address of the registry is: 651 Carnarvon Street  
New Westminster, British Columbia  
V3M 1C9

Dated: May 20, 2021

  
\_\_\_\_\_  
Signature of JASON A. HUGHES  
 plaintiff  lawyer for plaintiff(s)



Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
  - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

#### APPENDIX

##### Part 1: Concise summary of nature of claim:

The Plaintiff's claim against the Defendants for judgment and a builders lien pursuant to an agreement entered into between the Plaintiff and the Defendants with respect to providing labour, materials, and services for concrete pumping, pouring, placing, and finishing services

##### Part 2: This claim arises from the following:

*[Check one box below for the case type that best describes this case.]*

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money

- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3:**

*[Check all boxes that apply to this case.]*

- a class action
- maritime law
- Aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

1. *Builders Lien Act, SBC 1997, c 45*
2. *Court Order Interest Act, RSBC 1996, c 79*

NEW WESTMINSTER LAND TITLE OFFICE

BUILDERS LIEN ACT  
FORM 5 (Sections 15, 16, 18)

Jul-15-2020 15:59:50.001

CA8303201

CLAIM OF LIEN Province of British Columbia

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the Land Title Act, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Philip Dominic Di Tomaso  
KS1UCG  
KS1UCG  
Digitally signed by Philip Dominic Di Tomaso  
KS1UCG  
Date: 2020.07.15 15:57:25 -0700

APPLICATION: (Name, address, phonenumber of applicant, applicant's solicitor or agent)

Melanie Fisher, Designated Paralegal  
McKechnie & Company, Barristers  
300 - 1122 Mainland Street  
Vancouver BC V6B 5L1  
Document Fees: \$0.00

Telephone: 604 669-7705  
File no.: 8076 #2 (11075/11077 Ravine Road)

I, Melanie Fisher, Designated Paralegal of McKechnie & Company, Barristers  
300 - 1122 Mainland Street, Vancouver, BC V6B 5L1 agent of the lien claimant state that:

1. RONA INC. Incorporation No  
A0101294

of 2580 Gilmore Avenue, Burnaby, BC V5C 4T5  
claims a lien against the following land:  
[PID] [legal description]

030-337-020 LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
DISTRICT PLAN EPP73667

STC? YES

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

Lumber and building supplies

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

Flii Construction Ltd.

4. The sum of \$ 8,884.06 is or will become due and owing to Rona Inc. dba Dick's Lumber  
on June 4, 2020

5. The lien claimant's address for service is:

c/o McKechnie & Company, Barristers, 300 - 1122 Mainland Street, Vancouver, BC V6B 5L1

Signed: \_\_\_\_\_

Date: July 15, 2020

Note: Section 45 of the Builders Lien Act provides as follows:

- 45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.
- (2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY**

**JUL 16 2020**



**S=207.049**

No.  
Vancouver Registry

**In the Supreme Court of British Columbia**

Between

Rona Inc. doing business as Dick's Lumber

Plaintiff

And

Conian Developments (La Voda) Inc. and Rana Wasif Khaliq

Defendants

**NOTICE OF CIVIL CLAIM**

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

### TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### CLAIM OF THE PLAINTIFF(S)

#### Part 1: STATEMENT OF FACTS

1. The plaintiff is a company registered as an extraprovincial company in British Columbia with an address for delivery in this action care of McKechnie & Co., 300-1122 Mainland Street, Vancouver, B.C.
2. The defendant, Conian Developments (La Voda) Inc. (the "Owner"), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 10469 – 125B Street, Surrey, B.C., and was at all material times the registered owner in fee-simple of those lands and premises legally described as:

PID 030-337-020

LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP73667

(the "Lands").

3. Fll Construction Ltd. (the "Contractor"), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at Unit 205 – 10234B 152<sup>nd</sup> Street, Surrey, B.C. The Contractor made an Assignment in Bankruptcy on July 10, 2020.

4. The defendant, Rana Wasif Khaliq (the "Director"), is a businesswoman who resides at 10469 125B Street, Surrey, B.C. and who is and was at all material times the director and operating mind of the Contractor.
5. The Director was at all material times the registered owner in fee-simple of those lands and premises legally described as:

PID: 026-880-253  
 STRATA LOT 271 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER  
 DISTRICT STRATA PLAN BCS2103  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN  
 PROPORTION TO THE UNIT ENTITLEMENT OF THE STATA LOT AS  
 SHOWN ON FORM V

and:

PID: 027-001-873  
 LOT 24 DISTRICT LOT 389A GROUP 2 NEW WESTMINSTER  
 DISTRICT PLAN BCP28915

and, as to an undivided 1/100 interest:

PID: 010-273-948  
 LOT 18 SECTION 28 BLOCK 5 NORTH RANGE 1 WEST NEW  
 WESTMINSTER DISTRICT PLAN 21134

(collectively, the "Director's Lands").

6. On or about June 19, 2018, in consideration for the plaintiff granting credit to the Contractor to purchase materials, the Contractor agreed to pay the plaintiff for all purchases, at the plaintiff's usual rates, on the 30th day of the month following the month in which the purchase was made, and to pay interest at 26.82% per annum on overdue accounts before as well as after judgment (the "Agreement").
7. The Director endorsed her personal guarantee in favour of the plaintiff to guarantee payment of all debts and liabilities incurred by the Contractor pursuant to a contract of guarantee dated June 19, 2018. It was a term of the guarantee that the Director would indemnify the plaintiff for, and pay to it, all losses, costs, expenses and fees arising from, or related to, purchases made by the Contractor and efforts to collect payment for those purchases.
8. In accordance with the Agreement, at the request of the Contractor, the plaintiff supplied and delivered building materials (the "Materials") to an

improvement being constructed on the Lands (the "Improvement"), and which were incorporated into the Lands.

9. In respect of the Materials, \$687,710.12, which the Contractor and the Director agreed to pay the plaintiff pursuant to the terms of the Agreement, has been and remains owing, due and payable since June 4, 2020 by them to the plaintiff, not including interest at the contract rate, despite demand.
10. At all material times, it was the plaintiff's intention and the intention of the Contractor that the Materials were to become part of and to be used in the making of the Improvement.
11. The plaintiff is entitled to builders liens for the Materials for \$687,710.12 pursuant to the provisions of the Builders Lien Act, S.B.C. 1997 Chapter 45 (the "Act") against:
  - a. The interest of the Owner in the Improvement;
  - b. The Improvement;
  - c. The Lands; and
  - d. The Materials.
12. On May 27, 2020, the plaintiff filed a claim of builders lien in the New Westminster land title office against the Lands for \$678,826.06 under number CA8208311.
13. On July 15, 2020, the plaintiff filed a claim of builders lien in the New Westminster land title office against the Lands for \$8884.06 under number CA8303201.
14. The plaintiff is one of a class described in section 4 of the Act, and it claims a lien against:
  - a. The holdback required to be retained by the Owner thereunder;
  - b. Any amounts in excess of the said holdback in respect of which the Owner remains indebted to the Contractor; and
  - c. The funds in any holdback account(s) administered jointly by the defendants or any of them, pursuant to section 5 of the Act.
15. Pursuant to section 4 of the Act, the Owner was required to retain a holdback. If, contrary to that section, the Owner failed to maintain a holdback in accordance with that section, then in the alternative to the claim set out in paragraph 14, the plaintiff claims against the Owner for damages for breach of the said statutory duty in an amount equal to the plaintiff's share of any holdback which the Owner was required to retain under the Act.

16. The Contractor committed a breach of trust by converting to its use money it received from the Owner in connection with the Improvement, including funds paid to the Contractor by the Owner in respect of Invoices rendered by the plaintiff, which monies were impressed with a trust in favour of the plaintiff pursuant to section 10 of the Act (the "Trust Funds").
17. The Director, in her capacity as director and officer of the Contractor, and being its controlling mind and prime operator, participated in the breach of trust by directing, knowingly assenting to, or acquiescing in the use of the Trust Funds in a manner contrary to the Act.
18. The Contractor and/or the Director have used the Trust Funds for a purpose or purposes contrary to the Act, and by such use the Director has increased her equity in real and/or personal property, including some or all of the Director's Lands, and to such extent the plaintiff claims a right to trace the Trust Funds to any interest in real or personal property of the Contractor or Director acquired by use of the Trust Funds, including the Director's Lands.

**Part 2: RELIEF SOUGHT**

The plaintiff seeks the following relief:

1. A declaration that it is entitled to a builders lien pursuant to the Act for \$687,710.12, against:
  - a. The interest of the Owner in the Improvement;
  - b. The Improvement;
  - c. The Lands; and
  - d. The Materials.
2. A declaration that such lien is a first charge or lien or encumbrance against the Lands in preference and priority to all rights, title and interest of the Owner;
3. A certificate of pending litigation against the Lands;
4. An order that in default of payment of \$687,710.12 and costs, the Lands be sold for the purpose of realizing the lien amount and costs;
5. If, pursuant to either section 23 or 24 of the Act, funds are or have been posted as security for and in place of the Lands or any part of them, then to that extent and in alternative or in addition to paragraphs 1 to 4, a lien against such funds and an order that an appropriate amount be paid from such funds to satisfy the lien;



6. A declaration that the plaintiff is entitled to a lien against:
  - a. The holdback required to be retained by the Owner thereunder;
  - b. Any amounts in excess of the said holdback in respect of which the Owner remains indebted to the Contractor; and
  - c. The funds in any holdback account(s) administered jointly by the defendants or any of them, pursuant to section 5 of the Act.
7. In the alternative to paragraph 6, judgment against the Owner for breach of the statutory duty imposed by section 4 of the Act;
8. Judgment against the Director for \$687,710.12 for damages for breach of trust;
9. In the alternative to paragraph 8, an accounting, and judgment against the Director for damages for breach of trust in respect of any amount received from the Owner for which she is unable to account;
10. Tracing;
11. A certificate of pending litigation against the Director's Lands;
12. An order that all necessary and proper directions be given, inquiries made and accounts taken;
13. Judgment for debt against the Director for \$687,710.12;
14. Interest since June 4, 2020 at 26.82% per annum before as well as after judgment or, alternatively, interest pursuant to the Court Order Interest Act;
15. Costs on a solicitor and client basis, or in the alternative, costs of this action including a reasonable sum for the costs of drawing and filing of the claim of builders lien; and
16. Such further and other relief as this Honourable Court may deem meet and just.

**Part 3: LEGAL BASIS**

The plaintiff relies upon the following in respect of the relief set forth in Part 2 above:

1. The Act, for the relief sought in paragraphs 1 through 12, inclusive;

2. The law of contract and the Court Order Interest Act, R.S.B.C. 1996, c. 79, for the relief sought in paragraphs 13 and 14;
3. Rule 14-1 of the Rules of Court, for the relief sought in paragraph 15; and
4. The inherent jurisdiction of the Court, for the relief sought in paragraph 16.

Plaintiff's address for service:

McKechnie & Company  
Barristers  
300-1122 Mainland Street  
Vancouver, B.C. V6B 5L1

Fax number address for service (if any): *not applicable*

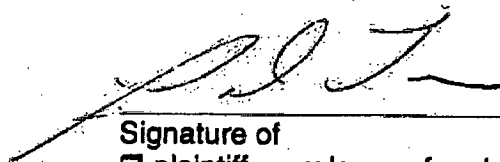
E-mail address for service (if any): *not applicable*

Place of trial: Vancouver, B.C.

The address of the registry is:

800 Smith Street  
Vancouver, B.C. V6E 2E1

Dated: July 15, 2020



Signature of  
 plaintiff     lawyer for plaintiff

Philip Di Tomaso

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
  - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

- (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

#### APPENDIX

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

**Part 1:      CONCISE SUMMARY OF NATURE OF CLAIM:**

The plaintiff seeks to recover indebtedness incurred pursuant to an agreement and guarantee, and to enforce a lien claim arising from such indebtedness, and for damages for breach of the builders lien trust.

**Part 2:      THIS CLAIM ARISES FROM THE FOLLOWING:**

*[Check one box below for the case type that best describes this case.]*

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods and services or other general commercial matters
- investment losses

- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES**

*[Check all boxes below that apply to this case]*

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflicts of law
- X none of the above
- do not know

**Part 4:**

*[If an enactment is relied on, specify. Do not list more than 3 enactments]*

1. *Builders Lien Act*, S.B.C. 1997 Chapter 45; and
2. The Supreme Court Civil Rules.

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Sima Mazarei** Digitally signed by  
**IMRLRE** Sima Mazarei IMRLRE  
Date: 2020.05.21  
09:55:25 -07'00'

APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

**Sima Mazarei Professional Notary Corporation**  
106-252 Esplanade West

File: ESR Electric Ltd.  
LTO#: 574186, Phone: 604-929-2902  
Sima Mazarei, Auth-Agent

North Vancouver BC V7M 0E9  
Document Fees: \$0.00

1. Khalil Amani of 702 Copping Street,  
North Vancouver, BC V7M 3G6 agent of the Lien claimant state that:

1. E.S.R. ELECTRIC LTD. Incorporation No  
BC0780759

of 702 Copping Street, North Vancouver, BC V7M 3G6  
claims a lien against the following land:  
[PID] [legal description]

**030-337-020 LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP73667**

STC? YES

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

- Parkade piping and wiring.
- PMT piping.
- BC Hydro PMT grounding
- All electrical room, seismic and electrical equipment, and cables are provided on-site
- Elevator, mechanical room and heat trace cabling and piping
- Amenity and outside area cabling

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

**Conian Developments (La Voda) Inc. Inc. No. BC0707784**  
10230 152 Street, Surrey, BC V3R 6N7

4. The sum of \$ **155,476.24** is or will become due and owing to **E.S.R. ELECTRIC LTD.**  
on **April 24, 2020**

5. The lien claimant's address for service is:  
**702 Copping Street, North Vancouver, BC V7M 3G6**

Signed: \_\_\_\_\_  
Date: **May 20, 2020**

**Note:** Section 45 of the Builders Lien Act provides as follows:  
45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.  
(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

|                        |  |
|------------------------|--|
| Sima Mazarei<br>IMRLRE | Digitally signed by<br>Sima Mazarei IMRLRE |
|                        | Date: 2020.06.16                           |
|                        | 14:16:47 -07'00'                           |

APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Sima Mazarei Professional Notary Corporation  
106-252 Esplanade West

File: ESR Electric Ltd.  
LTO#: 574186, Phone: 604-929-2902  
Sima Mazarei, Auth-Agent

North Vancouver BC V7M 0E9

Document Fees: \$0.00

I, Khalil Amani of 702 Copping Street,  
North Vancouver, BC V7M 3G6, agent of the Lien claimant state that:

1. E.S.R. ELECTRIC LTD. Incorporation No  
BC0780759

of 702 Copping Street, North Vancouver, BC V7M 3G6

claims a lien against the following land:

[PID] [legal description]

030-337-020 LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
DISTRICT PLAN EPP73667

STC? YES

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

-Parkade piping and wiring.

-PMT piping.

-BC Hydro PMT grounding

-All electrical room, seismic and electrical equipment, and cables are provided on-site

-Elevator, mechanical room and heat trace cabling and piping

-Amenity and outside area cabling

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

Flii Construction Limited

#205-10234 152 Street, Surrey BC V7R 6N7 Canada

4. The sum of \$ 155,476.24 is or will become due and owing to E.S.R. ELECTRIC LTD.  
on April 24, 2020

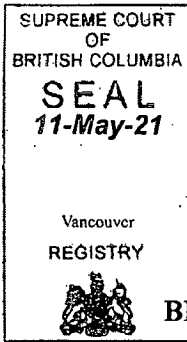
5. The lien claimant's address for service is:  
702 Copping Street, North Vancouver, BC V7M 3G6

Signed: \_\_\_\_\_  
Date: June 16, 2020

Note: Section 45 of the Builders Lien Act provides as follows:

45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.

(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.



Court File No. **VLC-S-S-214921**  
NO.  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

E.S.R. ELECTRIC LTD.

**PLAINTIFF**

**AND:**

CONIAN DEVELOPMENTS (LA VODA) INC.  
and CONIAN DEVELOPMENTS INC.

**DEFENDANTS**

**NOTICE OF CIVIL CLAIM**

**This action has been started by the Plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) File a Response to Civil Claim in Form 2 in the above-named registry of this court within the time for Response to Civil Claim described below, and
- (b) Serve a copy of the filed Response to Civil Claim on the Plaintiff.

If you intend to make a Counterclaim, you or your lawyer must

- (a) File a Response to Civil Claim in Form 2 and a Counterclaim in Form 3 in the above-named registry of this court within the time for Response to Civil Claim described below, and
- (b) Serve a copy of the filed Response to Civil Claim and Counterclaim on the Plaintiff and on any new parties named in the Counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the Response to Civil Claim within the time for Response to Civil Claim described below.**

**Time for Response to Civil Claim**

A Response to Civil Claim must be filed and served on the Plaintiff

- (a) If you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,

- (b) If you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) If you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) If the time for response to civil claim has been set by order of the court, within that time.

## **CLAIM OF THE PLAINTIFF**

### **Part 1: STATEMENT OF FACTS**

1. The Plaintiff, E.S.R. Electric Ltd. (the "Plaintiff"), is a company incorporated under the laws of British Columbia, with an address for service in this proceeding at McLean & Armstrong LLP, 300 - 1497 Marine Drive, West Vancouver, British Columbia, V7T 1B8.
2. McEown & Associates Ltd. ("McEown & Associates") is a licensed trustee in bankruptcy incorporated under the laws of British Columbia, with a registered and records office at 110 - 744 West Hastings Street, Vancouver, British Columbia, V6C 1A5.
3. Pursuant to the Orders of the Honourable Madam Justice Morellato of this Court, dated November 2 and December 15, 2020, McEown & Associates was appointed as trustee in bankruptcy of the Defendants, which are related entities named Conian Developments (La Voda) Inc. and Conian Developments Inc. (collectively, "Conian Developments").
4. At all material times, Conian Developments (La Voda) Inc. was the registered owner of a condominium and townhouse development located in Surrey, British Columbia, legally described as:

PID: 030-337-020

LOT 1 SECTIO 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
DISTRICT PLAN EPP73667

(the "Lands")

5. At all material times, Conian Developments Inc. was the parent company of Conian



Developments (La Voda) Inc.

6. On or about May 30, 2019, the Plaintiff was retained by Conian Developments to perform electrical work on the Lands in exchange for payment of \$1,589,133 plus GST, as modified by compensation for agreed changes to the work (the "Subcontract").

7. The Plaintiff duly performed its scope of work on the Lands, rendering invoices for work performed in the amount of \$314,595.59.

8. In breach of the Subcontract, Conian Developments has refused and/or neglected to make full payment of amounts owing to the Plaintiff for the materials supplied, despite demand.

9. Of the \$314,595.59 duly invoiced and owing under the Subcontract, only \$159,119.35 has been paid by Conian Developments.

10. Accordingly, there remains \$155,476.24 due and owing to the Plaintiff from Conian Developments under the Subcontract inclusive of statutory holdback.

#### Lien Claim

11. On or about May 21, 2020, the Plaintiff made a claim of lien pursuant to the *Builders Lien Act*, S.B.C. 1997, c. 45 (the "*Builders Lien Act*") alleging that the sum of \$155,476.24 was due and owing as of that date, by causing he said claim of lien to be filed against the Lands in the New Westminster Land Title Office under registration number CA8199815 (the "Lien").

12. As of the date of the Lien filing, neither the Subcontract or the improvement had been completed or abandoned.

13. The Plaintiff has complied with the provisions of the *Builders Lien Act* and is entitled to a Lien on the Lands.

Posting of Security

14. Pursuant to section 24 of the Builders Lien Act and Order of this Court, McEown & Associates holds funds posted as substitute security for the Lien (the "Security").

15. Under the Builders Lien Act, the Plaintiff is entitled to a charge as against the Security in lieu of the Lands.

**Part 2: RELIEF SOUGHT**

The following relief is sought against the Defendant:

1. Judgment for debt in the amount of \$155,476.24;
2. An order that all proper and necessary directions, accounts, inquiries, and references be taken;
3. Costs; and
4. Such further and other relief as the nature of this case may require and this Honourable Court may deem fit.

The following relief is sought pursuant to the *Builders Lien Act*:

5. A declaration that the Plaintiff is entitled to a lien pursuant to the *Builders Lien Act* in the amount of \$155,476.24 against the Security;
6. A declaration that the Plaintiff's lien is a first charge, lien or encumbrance in preference or priority to all the rights, title and interest of the Defendants;
7. An order that all proper and necessary directions, accounts, inquiries, and references be taken;
8. Costs including for drafting and filing the Lien; and
9. Such further and other relief as the nature of this case may require and this

Honourable Court may deem fit.

**Part 3: LEGAL BASIS**

Breach of Contract Claim

1. In breach of the Subcontract, Conian Developments has refused or neglected to make payment to the Plaintiff of the sum of \$155,476.24, despite demand.
2. As a result of the breach of the Subcontract, the Plaintiff has suffered, and continues to suffer, damage, loss, and expense.

Builders Lien Act Claim

3. The Plaintiff is an eligible lien claimant and is entitled to a lien against the Lands, and Security posted in lieu.

**Plaintiff's Address for Service:** McLean & Armstrong LLP  
Barristers & Solicitors  
300 - 1497 Marine Drive  
West Vancouver, BC V7T 1B8  
Attention: Chris Moore  
[Telephone: 604-925-0672]

Fax number address for service: *None*

Email address for service: *None*

Place of trial: Vancouver, BC

The address of the registry is: 800 Smithe Street  
Vancouver, BC  
V6Z 2E1

Dated: May 11, 2021



Signature of Lawyer for the Plaintiff  
McLean & Armstrong LLP  
Per: Chris Moore

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) Prepare a List of Documents in Form 22 that lists
    - (i) All documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) All other documents to which the party intends to refer at trial, and
  - (b) Serve the list on all parties of record.

**APPENDIX****Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

Claim for debt and damages pursuant to a contract secured by a claim of lien.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

*[Check one box below for the case type that best describes this case.]*

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investments losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES**

*[Check all boxes below that apply to this case]*

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

*Builders Lien Act, S.B.C. 1997, c. 45.*

*Court Order Interest Act, R.S.B.C. 1996, c. 79.*

Builders Lien Act  
**FORM 5**  
 (sections 15, 16, 18)

**CLAIM OF  
 LIEN**

I, Tarek El-Amoury [claimant] of  
213 – 3993 Henning Drive, Burnaby, BC [address], British Columbia,

[if claim is made by an agent, insert here "agent of the lien claimant"] state that:

1. TIDES Consulting Ltd. [claimant] of  
213 – 3993 Henning Drive, Burnaby, BC [address], British  
 Columbia, claims a lien against the following land:

Lot 1 Block 5N Plan EPP73667 Section 15 Range 2W Land District 36

PID: 030-337-020

Area-Jurisdiction-Roll: 14-326-2150-00063-5

*[Insert legal description here or, if a lien is claimed under section 16 against more than one parcel of land, insert the legal description of all parcels of land against which the lien is claimed. If insufficient space is provided, attach a schedule. If the claim of lien is to be filed in the gold commissioner's office, insert the name of the mineral title, its tenure number and the name of the mining division.]*

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

Supply structural design and drawings for building permit application

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

Mr. Rana Khaliq

4. The sum of \$ 64,418.00 is or will become due and owing to TIDES Consulting Ltd.  
 on June 3<sup>rd</sup>, 2020 [month, day, year].

5. The lien claimant's address for service is:  
 213 – 3993 Henning Drive, Surrey, BC

Dated: this 3 day of June, 2020

Signed: \_\_\_\_\_

**Note:** Section 45 of the *Builders Lien Act* provides as follows:

45 (1) A person who knowingly files or causes an agent to file a claim of lien containing a false statement commits an offence.

(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY**

**SE2 15320**

**JUN 02 2021**

No.  
Vancouver Registry



In the Supreme Court of British Columbia

BETWEEN

**TIDES CONSULTING LTD.**

Plaintiff

AND

**CONIAN DEVELOPMENTS (LA VODA) INC.  
and RANA WASIF KHALIQ**

Defendants

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**



### TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### CLAIM OF THE PLAINTIFF

#### Part 1: STATEMENT OF FACTS

1. The Plaintiff, Tides Consulting Ltd., is a company duly incorporated pursuant to the laws of British Columbia, having an office at 213 – 3993 Henning Drive, Burnaby, BC.
2. The Defendant, Conian Developments (La Voda) Inc., (the “Defendant Conian”) is a company duly incorporated pursuant to the laws of British Columbia with registered and records offices at 10469 – 125B Street, Surrey, BC, V3V 5A8.
3. The Defendant, Rana Wasif Khaliq (the “Defendant Khaliq”) is a director of the Defendant Conian and resides at 10469 – 125B Street, Surrey, BC, V3V 5A8.
4. The Plaintiff carries on the business of structural engineering services.
5. The Defendant Conian, was the registered owner of the lands located in the City of Surrey and legally described as:  
  
 PID: 030-337-020  
 LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
 DISTRICT PLAN EPP73667  
  
 (the “Lands”).
6. The Lands was sold to Quadra Holdings (King George) Ltd. by vesting order on or about December 17, 2020 (the “Vesting Order”).
7. On or about August 26, 2016 the Plaintiff entered into an agreement with the Defendant Conian (the “Agreement”) whereby the Plaintiff agreed to structural engineering designs, structural engineering drawings, site inspections and shop drawings to an improvement being constructed on the Lands (the “Improvement”).
8. The material terms of the Agreement included the following:

- (a) the Plaintiff and the Defendant Conian would agree upon structural engineering services to design a six-story residential building on the Lands.
- (b) the Plaintiff would carry out various structural engineering tasks which include but not limited to:
  - a. Design Development
  - b. Contract Documents
  - c. Construction Administration
- (c) that payment is due upon receipt of invoice from the Plaintiff.
- (d) that interest would be payable by the Defendant Conian to the Plaintiff at the rate of eighteen (18) per cent per annum on all overdue amounts; and
- (e) that the fees were of a lump sump basis and an hourly basis made up as follows:

|                             |   |
|-----------------------------|---|
| Design Development          | \$21,000.00   |
| Contract Documents          | \$34,700.00   |
| Construction Administration | \$310.00 each and \$125.00/hour for other related tasks |
| Design Meetings             | \$400.00 each   |

9. Pursuant to the Agreement, the Plaintiff provided the services described to the Defendant Conian for the Improvement at the agreed upon prices.
10. The principal balance due and owing on account by the Defendant Conian to the Plaintiff as of today's date is the sum of \$64,418.00, as agreed to by the Defendant Conian which sum is made up as follows:

| Date               | Invoice No.        | Amount             |
|--------------------|--------------------|--------------------|
| June 30, 2019      | Invoice No. 153896 | \$2,997.75         |
| July 31, 2019      | Invoice No. 154071 | \$913.50           |
| August 25, 2019    | Invoice No. 154126 | \$1,302.00         |
| September 30, 2019 | Invoice No. 154248 | \$2,236.50         |
| October 26, 2019   | Invoice No. 154310 | \$3,575.00         |
| November 30, 2019  | Invoice No. 154434 | \$9,275.44         |
| December 27, 2019  | Invoice No. 154534 | \$8,898.75         |
| January 31, 2020   | Invoice No. 154616 | \$10,140.38        |
| February 28, 2020  | Invoice No. 154728 | \$5,683.13         |
| April 1, 2020      | Invoice No. 154787 | \$6,008.63         |
| April 30, 2020     | Invoice No. 154850 | \$7,888.97         |
| May 30, 2020       | Invoice No. 154931 | \$1,176.00         |
| June 3, 2020       | Invoice No. 154967 | \$4,321.95         |
| <b>TOTAL:</b>      |                    | <b>\$64,418.00</b> |

(Collectively known as "The Invoices")

11. By an Authorization to Proceed in the Agreement, General Manager, Mr. Monçif Dif agreed to the terms in the Agreement on October 27, 2016.
12. The Defendant Conian has defaulted in their obligations of payment under the Agreement, and as at May 28, 2021 was and continues to be indebted by the Plaintiff for \$64,418.00 plus contractual interest and solicitor-client costs.

13. The Plaintiff has demanded payment of the said sum of \$64,418.00 from the Defendant Conian but the Defendant Conian has refused or neglected to pay the same.
14. On June 8, 2020, the Plaintiff filed a Claim of Builders Lien pursuant to the *Builders Lien Act*, S.B.C. 1997, c.45, at the New Westminster Land Title Office which was registered under no. WX2148662 (the "Lien") against the Lands.
15. The Vesting Order was registered at the New Westminster Land Title Office under no. CA8657416.
16. The Vesting Order discharged the Lien against the Lands.
17. The Plaintiff received a letter from Clark Wilson LLP dated April 19, 2021 stating that they are counsel to McEown & Associates Ltd. in their capacity as trustee in bankruptcy (the "Trustee") of the Defendant Conian. Pursuant to the Vesting Order, the Trustee holds the proceeds of sale, including the funds constituting security for the claims of liens pursuant to Section 24 of the *Builders Lien Act*, in trust.
18. The Trustee consented to lifting of the stay of proceedings under Section 69.3(1) of the *Bankruptcy and Insolvency Act* for the purpose of the commencement of this action.

**Part 2: RELIEF SOUGHT**

1. The Plaintiff claims against the Defendants as follows:
  - (a) A judgment against the Defendant Conian and Defendant Khaliq for the sum of \$64,418.00, plus contractual interest at the rate of eighteen (18) per cent per annum from and including the date of the of Invoices and including the date of judgment and solicitor-client costs;
  - (b) An order for all proper and necessary directions, accounts, inquiries and references;
  - (c) Costs; and
  - (d) For such further and other relief as the nature of this case may require and this Honourable Court may deem proper.

**Part 3: LEGAL BASIS**

1. The Plaintiff performed work in relation to the Improvement on the Lands pursuant to a contract with the Defendant Conian.
2. The Defendant Conian is in breach of the Agreement and as such, the Defendant Conian is liable to the Plaintiff for the debt, contractual interest and solicitor-client costs pursuant to the terms of the Agreement.
3. The Plaintiff is entitled to judgment for the unpaid amount due and owing under the contract and to a lien under the *Builders Lien Act* ("the Act").
4. The Plaintiff claims costs pursuant to the Act and the British Columbia Supreme Court Civil Rules.

Plaintiff's address for service:

Lextegic Law Corporation  
217 – 179 Davie Street  
Vancouver, B.C., V6Z 2Y1  
Attention: Talasha De Zoysa

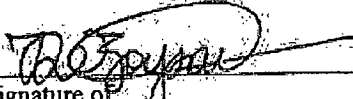
Fax number address for service: (250) 483-1937

Email address for service: [talasha@lextegeic.com](mailto:talasha@lextegeic.com)

Place of trial: Vancouver

The address of the registry is: 800 Smithe Street, Vancouver, BC

Dated 02/06/2021

  
Signature of  
[ ] plaintiff [x] lawyer for plaintiff(s)

Talasha De Zoysa

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
  - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

## APPENDIX

**Part 1: Concise summary of nature of claim:**

1. The Defendant Conian and the Defendant Khaliq are liable to the Plaintiff for breach of contract.
2. The Defendant Conian and the Defendant Khaliq are liable pursuant to the *Builders Lien Act*.

**Part 2: This claim arises from the following:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3:**

- a class action
- maritime law
- Aboriginal law
- constitutional law

- conflict of laws
- none of the above
- do not know

**Part 4:*****Builders Lien Act***

19 JUN 2020 11 46

WX2149361

DO NOT WRITE ABOVE THIS LINE -- LAND TITLE USE ONLY

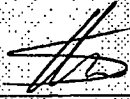
Date: June 11 2020

To: Registrar  
Land Title and Survey Authority of BC

Please receive herewith the following document(s) for filing:

CBL

Fee Payable: \$ 0

  
\_\_\_\_\_  
Signature

NAME OF APPLICANT: Wedler Engineering LLP  
ADDRESS: #202-10216-128 Street  
Surrey, BC V3T 2Z3  
TELEPHONE: 604-588-1919

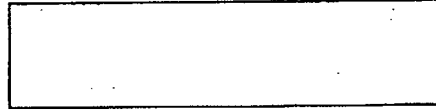
FORM CBCL V18

**BUILDERS LIEN ACT  
FORM 5 (Sections 15, 16, 18)**

**CLAIM OF LIEN Province of British Columbia**

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Wedler Engineering LLP  
#202 - 10216 - 128 Street  
Surrey, BC V3T 2Z3  
604-588-1919

I, Stanley Reid  
Surrey, BC V3T 2Z3

of #202 - 10216 - 128 Street  
agent of the lien claimant state that:

1. WEDLER ENGINEERING LLP

Incorporation No

of #202 - 10216 - 128 Street, Surrey, British Columbia, V3T 2Z3  
claims a lien against the following land:

[PID] [legal description]

**030-337-020 LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP73667**

STC? YES

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

Wedler Engineering LLP performed civil engineering services at 11075-11077 Ravine Road, Surrey, British Columbia for the benefit of CONIAN DEVELOPMENTS (LA VODA) INC., INC.NO. BC0707784

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

CONIAN DEVELOPMENTS (LA VODA) INC., INC.NO. BC0707784

4. The sum of \$ 8,321.78 is or will become due and owing to Wedler Engineering LLP on June 06, 2020

5. The lien claimant's address for service is:

#202 - 10216 - 128 Street, Surrey, British Columbia V3T 2Z3

Signed: 

Date: June 11, 2020

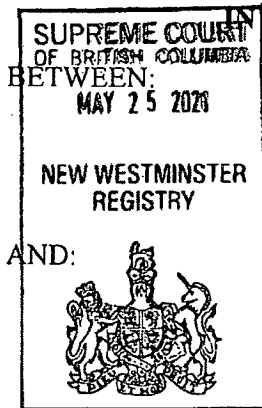
Note: Section 45 of the Builders Lien Act provides as follows:

45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.

(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.



No. 238412  
New Westminster Registry



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

WEDLER ENGINEERING LLP

PLAINTIFF

CONIAN DEVELOPMENTS (LA VODA) INC.

DEFENDANT

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

**CLAIM OF THE PLAINTIFF****PART 1: STATEMENT OF FACTS**

1. The Plaintiff is a company incorporated pursuant to the laws of the Province of British Columbia and has an address for service located at 200-2955 Gladwin Road, Abbotsford, British Columbia, V2T 5T4.

2. The Defendant Conian Developments (La Voda) Inc. is a company incorporated under the laws of the Province of British Columbia and has its registered office located at 10469-125B Street, Surrey, British Columbia, V3V 5A8.

3. The Defendant was at all material times the registered owner of property located at 11075 and 11077 Ravine Road, Surrey, British Columbia, legally described as:

PID: 030-337-020

Lot 1 Section 15 Block 5 North Range 2 West New Westminster District Plan EPP73667

(the "La Voda Lands").

4. At all material times, the Plaintiff was engaged by the Defendant to provide civil engineering services and other related work (the "Work") for the construction of an improvement on the La Voda Lands (the "Improvement") for the Defendant and the Defendant agreed to pay for the Work (the "Agreement").

5. It was a further term of the Agreement that payment would be made upon receipt of each invoice.

6. Pursuant to the Agreement, the Plaintiff performed the Work it was required to perform for the Defendant for the Improvement.

7. The principal balance due and owing on account by the Defendant to the Plaintiff as of today's date is the sum of \$9,400.60, which is broken down as follows:

| Invoice No. | Invoice Date      | Amount Due |
|-------------|-------------------|------------|
| 61983       | January 18, 2020  | \$1,392.56 |
| 62313       | February 15, 2020 | \$1,235.85 |
| 62587       | March 14, 2020    | \$1,886.33 |
| 62714       | April 11, 2020    | \$1,692.34 |
| 62939       | May 9, 2020       | \$965.74   |

- 3 -

|       |              |                   |
|-------|--------------|-------------------|
| 63150 | June 6, 2020 | \$1,148.96        |
| 63376 | July 4, 2020 | \$1,078.82        |
|       |              | <b>\$9,400.60</b> |

8. The Plaintiff has demanded payment of the sum of \$9,400.60 from the Defendant, but the Defendant has refused or neglected to pay that sum or any part thereof.
9. On June 19, 2020, the Plaintiff made a claim of lien in the amount of \$8,321.78 pursuant to the *Builders Lien Act*, S.B.C. 1997, c.45 (the "*Builders Lien Act*") and filed it against the La Voda Lands at the New Westminster Land Title Office which was registered under no. WX2149361 (the "Lien"). The Plaintiff has demanded payment of the Lien from the Defendant, but the Defendant has refused or neglected to pay that sum or any portion thereof.
10. An invoice was subsequently issued on July 4, 2020 to the Defendant, and the revised amount due under the Lien is \$9,400.60.
11. The Defendant was obligated by Section 4 of the *Builders Lien Act* to retain a holdback pursuant to that Section.
12. The Plaintiff is a person engaged in connection with the Improvement by or under the person whom the holdback was retained or required to be retained by the Defendant so that the holdback retained by the is charged with payment of the amount of \$9,400.60.
13. Pursuant to an Order of Madam Justice Morellato made November 2, 2020 in British Columbia Supreme Court Action No. S-206552 (Vancouver Registry), the sale of the La Voda Lands was approved.
14. Pursuant to an Order of Madam Justice Morellato made December 15, 2020 in British Columbia Supreme Court Action No. S-206552 (Vancouver Registry), the Lien was cancelled from the La Voda Lands and the remaining sale funds from the sale of the La Voda Lands were to be held in trust by McEown & Associates, Trustee in Bankruptcy for the Defendant, as substitute security for the Lien in place of the Lands (the "Security"). The Lien was subsequently discharged from title to the Lands.
15. The Defendant received certain sums of money on account of the contract price entered into in respect of the Improvement. These sums constitute a trust fund for the benefit of the

Plaintiff pursuant to Section 10 of the *Builders Lien Act* (the "Trust"). The Defendant has appropriated or converted all or part of the sums received to uses not authorized by the Trust.

16. The Plaintiff claims the Lien against the Security.

## **PART 2: RELIEF SOUGHT**

1. The Plaintiff claims against the Defendant as follows:

- (a) A judgment against the Defendant for the sum of \$9,400.60 plus interest pursuant to the *Court Order Interest Act* from and including the date of each invoice to and including the date of judgment;
- (b) A declaration that the Plaintiff is entitled to the Lien in the amount of \$9,400.60 against the Security and the amount retained or required to be retained by the Defendant pursuant to Section 4 of the *Builders Lien Act*;
- (c) A declaration that the Lien is a first charge, lien or encumbrance as against the Security in preference and in priority to all of the right, title and interest of the Defendant;
- (d) A judgment or an order that in default of payment of the said sum of \$9,400.60 and costs, the Security be realized for the purposes of realizing the amount of the Lien and costs pursuant to the provisions of the *Builders Lien Act*;
- (e) An order for all proper and necessary directions, accounts, inquiries and references;
- (f) Costs; and
- (g) Such further and other relief as the nature of this case may require and as to this Honourable Court may seem just and reasonable.

## **PART 3: LEGAL BASIS**

1. The Agreement is a valid and binding contract.
2. The Defendant is in breach of the Agreement and as such, the Defendant is liable to the Plaintiff for the debt pursuant to the terms of the Agreement.

3. The Lien is a valid and enforceable claim against the Security and constitutes a charge against the amount of the holdback that the Defendant retained or was required to retain pursuant to section 4(9) of the *Builders Lien Act*.

4. The Defendant is a trustee under the *Builders Lien Act* and as such, the Defendant is liable for appropriating or converting all or part of the sums received to uses not authorized by the Trust.

Plaintiff's address for service:

Baker Newby LLP  
Lawyers  
200 – 2955 Gladwin Road  
Abbotsford, BC V2T 5T4  
Attention: Adnan N. Habib

Fax number address for service:

(604) 852-5194

E-mail address for service:

ahabib@bakernewby.com and  
estewart@bakernewby.com

Place of trial:

New Westminster, British Columbia

The address of the registry is:

Begbie Square, 651 Carnarvon Street  
New Westminster, BC V3M 1C9

Date: May 25, 2021

  
\_\_\_\_\_  
Signature of lawyer for the Plaintiff,  
Baker Newby LLP

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial or prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

## APPENDIX

**PART 1: CONCISE SUMMARY NATURE OF CLAIM:**

1. The Defendant is liable to the Plaintiff for breach of contract.
2. The Defendant is liable to the Plaintiff pursuant to the *Builders Lien Act*.
3. The Defendant is liable to the Plaintiff for breach of trust.

**PART 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

- a motor vehicle accident
- personal injury, other than one arising from a motor vehicle accident
- a dispute about real property (real estate)
- a dispute about personal property
- the lending of money
- the provision of goods or services or other general commercial matters
- an employment relationship
- a dispute about a will or other issues concerning the probate of an estate
- a matter not listed here

**PART 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflicts of law
- none of the above
- do not know

**PART 4:**

1. *Court Order Interest Act*, R.S.B.C. 1996, c. 79
2. *Builders Lien Act*, S.B.C. 1997, c.45

FORM\_CBL\_V20

## NEW WESTMINSTER LAND TITLE OFFICE

BUILDERS LIEN ACT  
FORM 5 (Sections 15, 16, 18)

Jul-30-2020 12:50:12.001

CA8334058

CLAIM OF LIEN Province of British Columbia

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.4(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

|                                     |  |
|-------------------------------------|--|
| Jonathan Robert<br>Goheen<br>WH39GU | Digitally signed by Jonathan<br>Robert Goheen WH39GU<br>Date: 2020.07.30 12:47:26<br>-07'00' |
|-------------------------------------|--|

APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

CBM LAWYERS LLP  
200 - 4769 - 222nd Street

File No. 50486-1  
LTO No. 11468  
Phone: (604) 533-3821

Langley BC V2Z 3C1  
Document Fees: \$0.00

1. WILL SEMRICK  
Kamloops, BC

of 1009 Edgehill Place  
agent of the lien claimant state that:

1. W.S. FIRE PROTECTION LTD.

Incorporation No  
BC0957275

of 1009 Edgehill Place, Kamloops, BC, V2C 0G6  
claims a lien against the following land:  
(PID) (legal description)

030-337-020 LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
DISTRICT PLAN EPP73667

STC? YES

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

Supply and installation of a fire sprinkler system in the new building on the lands. This claim is for the holdback and is in addition to the amount claimed under Reg. No. CA8214655.

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

Flli Construction Ltd.

4. The sum of \$ 11,088.00 is or will become due and owing to W.S. Fire Protection Ltd.  
on June 21, 2020

5. The lien claimant's address for service is:

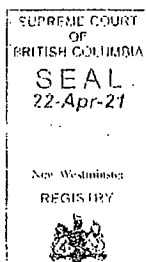
1009 Edgehill Place  
Kamloops, BC V2C 0G6

Signed: \_\_\_\_\_

Date: July 30, 2020.

Note: Section 45 of the Builders Lien Act provides as follows:

- 45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.  
(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.



No. *Court File No.* NEW-S-S-238084  
 NEW WESTMINSTER Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

W.S. FIRE PROTECTION LTD.

PLAINTIFF

AND:

FLII CONSTRUCTION LTD. and  
 CONIAN DEVELOPMENTS (LA VODA) INC.

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 in the above-named Registry of this court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim on the Plaintiff.

If you intend to make a Counterclaim, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 and a Counterclaim in Form 3 in the above-named Registry of this court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim and Counterclaim on the Plaintiff and on any new parties named in the Counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the Response to Civil Claim within the time for Response to Civil Claim described below.

A Response to Civil Claim must be filed and served on the Plaintiff,

- (a) if you were served with the Notice of Civil Claim anywhere in Canada, within 21 days after that service,



- (b) if you were served with the Notice of Civil Claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the Notice of Civil Claim anywhere else, within 49 days after that service, or
- (d) if the time for Response to Civil Claim has been set by order of the court, within that time.

#### CLAIM OF THE PLAINTIFF

##### Part 1: STATEMENT OF FACTS

1. The Plaintiff, W.S. Fire Protection Ltd., is a company duly incorporated pursuant to the laws of British Columbia under Inc. No. BC0957275, having a Registered and Records Office situated at 206 – 2922 Glen Drive, Coquitlam, BC and an address for the purposes of this action c/o 200 – 4769 222<sup>nd</sup> Street, Langley, British Columbia, V2Z 3C1.
2. The Defendant, FLII Construction Ltd. (the "**Builder**") is a company duly incorporated pursuant to the laws of British Columbia under Inc. No. BC1114154, having a Registered and Records Office situated at Unit 205 – 10234B 152<sup>nd</sup> Street, Surrey, British Columbia.
3. The Defendant, Conian Developments (La Voda) Inc. (the "**Developer**"), is a company duly incorporated pursuant to the laws of British Columbia under Inc. No. BC0707784, having a Registered and Records Office situated at 10469 – 125B Street, Surrey, British Columbia
4. The Plaintiff provides fire sprinkler supply and installation services throughout the Lower Mainland of British Columbia.
5. The Developer is the registered owner of the lands located at 11075 and 11077 Ravine Road, Surrey, B.C. and legally described as:  

PID: 030-337-020  
LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST  
NEW WESTMINSTER DISTRICT PLAN EPP73667  
(the "**Lands**").
6. At all material times, the Builder was engaged by the Developer as the general contractor, or in the alternative, construction manager, for the construction of a new six-storey residential building (the "**Improvement**") on the Lands.

**Claim of Subcontractor**

7. On or about August 21, 2019, the Plaintiff entered into an agreement with the Builder whereby the Plaintiff agreed to supply and install a sprinkler system (the "Works") as part of the Improvement and the Builder agreed to pay the Plaintiff \$480,000 plus GST for the Works (the "Contract").
8. In accordance with the terms of the Contract, the Plaintiff began performing the Works as part of the Improvement on the Lands. The Plaintiff began to invoice the Builder with progress draws according to the percentage of the Works actually performed.
9. On or about June 9, 2020, the Developer and the Builder filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act*. On or before that date, all of the work on the Improvement, including the Plaintiff's Works pursuant to the Contract, was suspended (the "Bankruptcy Date").
10. As of the Bankruptcy Date, the Plaintiff had performed over 20% of the scope of Work, including the cost for the permit, and the material and labour to rough-in the sprinkler system in the parkade levels (P1 and P2) for the Improvement (the "Completed Works").
11. The Plaintiff invoiced the Builder a total of \$110,880.00 under the Contract, including GST, for the Completed Works (the "Amount Due"). Of the Amount Due, 10% was in relation to the holdback under the Contract, which amount totalled \$11,088.00 (the "Holdback").
12. In breach of contract with the Plaintiff, the Builder failed, refused or neglected to make payment, despite demand. The entire Amount Due remains due and owing to the Plaintiff from the Builder for the Completed Works provided on and to the Lands.
13. In the alternative, if there was no enforceable contract for the supply and installation of the Works, then the Plaintiff is entitled to be paid by the Defendants for the value of the Works that it supplied on the basis of *Quantum Meruit*. In the event that the Contract is not enforceable, which is not admitted but expressly denied,
  - a. the Works that were completed by the Plaintiff on the Lands increased the value of the Lands and increased the amounts owing from the Developer to the Builder; and
  - b. the Developer and the Builder were unjustly enriched by the installation of the Works to the detriment of the Plaintiff without juristic reason.
14. On May 29, 2020, the Plaintiff made a claim of lien pursuant to the *Builders Lien Act*, alleging the sum of \$99,792.00 was due and owing on June 21, 2020 to it, by causing the said claim of lien to be filed against the Lands at the Land Title Office in

New Westminster, British Columbia under No. CA8214655 (the "First Lien"). The First Lien was for the Amount Due less the Holdback.

15. On July 8, 2020, in a receivership proceeding commenced by Romspen Investment Corporation in the Vancouver Registry of the Supreme Court of British Columbia under Court File No. S206552 against the Developer and others (the "Receivership Proceedings"), The Bowra Group Inc. was appointed the Receiver and manager over the property of the Developer (the "Receiver") and the stay in the bankruptcy was lifted.
16. With the consent of the Receiver, on July 30, 2020, the Plaintiff made a second claim of lien pursuant to the *Builders Lien Act* alleging the further sum of \$11,088.00 was due and owing on June 21, 2020 to it, by causing the said claim of lien to be filed against the Lands at the Land Title Office in New Westminster, British Columbia under No. CA8334058 (the "Second Lien"). The Second Lien was for the amount of the Holdback.
17. On July 30, 2020, the Improvement was not completed or abandoned.
18. On November 2, 2020, Madam Justice Morellato in the Receivership Proceeding approved a sale of the Lands and ordered that the excess funds for the sale (the "Proceeds") be held by the Receiver pending further order of this Court (the "Vesting Order").
19. On December 15, 2020, Madam Justice Morellato in the Receivership Proceedings amended the Vesting Order to order that the claims of lien and certificates of pending litigation filed against the Lands, including the First and Second Liens, be cancelled pursuant to s. 24 of the *Builders Lien Act*, with the Proceeds constituting security pursuant to s. 24 of the *Builders Lien Act*, and that the Proceeds be paid to McEown & Associates Ltd. (the "Trustee"), the trustee in bankruptcy of the Defendants pending further order of this Court.
20. The Plaintiff has complied with the provisions of the *Builders Lien Act* and is entitled to a builders lien against the Proceeds, as the substitute security for the Lands.

## Part 2: RELIEF SOUGHT

1. The Plaintiff seeks a declaration that it is entitled to a lien pursuant to the *Builders Lien Act* in the amount of \$110,880.00 against the Proceeds paid to the Trustee in substitution for the Lands (the "Security").
2. The Plaintiff seeks a declaration that the lien pursuant to the *Builders Lien Act* of the Plaintiff is a first charge, lien or encumbrance against the Security in preference or priority to all of the right, title and interests of the Defendants.

3. The Plaintiff claims a judgment against the Defendant FLII Construction Ltd. in the sum of \$110,880.00 plus interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79.
4. In the alternative, the Plaintiff seeks a judgment on the basis of *Quantum Meruit* for an amount to be determined by this Honourable Court.
5. The Plaintiff claims the costs of this Action including a reasonable sum for the costs and drawing and filing the claims of Lien filed in the Land Title Office in New Westminster under Nos. CA8214655 and CA8334058.

**Part 3: LEGAL BASIS**

1. The Plaintiff performed work and supplied material in relation to the Improvement on the Lands pursuant to the Contract with the Defendant FLII Construction Ltd.
2. The Plaintiff is entitled to judgment for the unpaid amount due and owing under the contract and to a lien under the *Builders Lien Act*, or in the alternative, *Quantum Meruit*.
3. The Plaintiff claims costs pursuant to the Act and the British Columbia Supreme Court Civil Rules.


Plaintiff's address for service:      CBM LAWYERS LLP  
Barristers and Solicitors  
c/o Jon Goheen  
200 – 4769 – 222<sup>nd</sup> Street  
Langley, BC V2Z 3C1

Fax number address for service:      604-533-5521

Place of trial:                              New Westminster

The address of the registry is:        New Westminster Law Courts  
651 Carnarvon Street  
New Westminster, BC V3M 1C9

Dated: April 22, 2021

  
\_\_\_\_\_  
Signature of Jon Goheen  
Lawyer for the Plaintiff

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a List of Documents in Form 22 that lists
  - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

#### APPENDIX

##### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM;**

The Plaintiff claims against the Defendants for judgment and a builders lien for the sprinkler system installed on the subject lands.

##### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses

7

- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

*Builders Lien Act*, S.B.C. 1997, c. 45  
*Court Order Interest Act*, R.S.B.C. 1996, c. 79

## NEW WESTMINSTER LAND TITLE OFFICE

271

BUILDERS LIEN ACT

FORM 5 (Sections 15, 16, 18)

Jun-02-2020 14:15:49.001

CA8222510

CLAIM OF LIEN Province of British Columbia

PAGE 1 OF 4 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Liam Charles  
Oster Q7XAQA

Digitally signed by Liam  
Charles Oster Q7XAQA  
Date: 2020.06.02  
14:11:19 -07'00'

APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Charles W. Bois

Miller Thomson LLP

400 - 725 Granville Street

Vancouver

BC V7Y 1G5

604.643.1224

Client No. 0075235.0006

PEAK Doc no. 46939628

Document Fees: \$0.00

I, Alan Ligumsky

of 10320 Whalley Blvd, Surrey, BC V3T 4H4

of Peak Disposal Services Inc.

, agent of the lien claimant state that:

1. PEAK DISPOSAL SERVICES INC.

Incorporation No

BC0728831

of Unit 5 - 10320 Whalley Blvd, Surrey, BC V3T 4H4

claims a lien against the following land:

[PID]

[legal description]

**SEE SCHEDULE**STC? YES 

2. A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:

Waste disposal of construction and other materials

3. The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:

Flii Construction Ltd.

4. The sum of \$ 11,887.84 is or will become due and owing to Peak Disposal Services Inc. on July 5, 2020

5. The lien claimant's address for service is:

Peak Disposal Services Inc.

c/o Miller Thomson LLP, 400 - 725 Granville St, Vancouver, BC, V7Y 1G5, Attn: Charles W. Bois

Signed: \_\_\_\_\_

Date: June 2, 2020

**Note:** Section 45 of the Builders Lien Act provides as follows:

45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.

(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

**ADDITIONAL PARCEL IDENTIFICATION**

PAGE 2 OF 4 PAGES

**4. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND**STC for each PID listed below? YES 

[PID]

[LEGAL DESCRIPTION – must fit in a single text line]

|                    |   |
|--------------------|---|
| <b>030-337-020</b> | <b>LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP73667</b> |
| <b>001-427-288</b> | <b>LOT 3 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 9739</b>     |
| <b>011-422-203</b> | <b>LOT 4 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 9739</b>     |
| <b>011-422-220</b> | <b>LOT 5 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 9739</b>     |



**ADDITIONAL PARCEL INFORMATION**

PAGE 3 OF 4 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-131-895** LOT 80 EXCEPT: PARCEL H (BYLAW PLAN 87021) SECTION 15 BLOCK 5  
NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 34840

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**011-362-596** LOT 3, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION 15  
BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 8791

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**011-362-588** LOT 2, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION 15  
BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 8791

STC? YES

**ADDITIONAL PARCEL INFORMATION**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**000-674-672 LOT 1, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION 15  
BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 8791**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

APR 30 2021



NO. **SE214310**  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

PEAK DISPOSAL SERVICES INC.

PLAINTIFF

AND

FLII CONSTRUCTION LTD., CONIAN DEVELOPMENTS (LA VODA) INC and  
CONIAN DEVELOPMENTS (LA VODA II) INC.

DEFENDANTS

**NOTICE OF CIVIL CLAIM**

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,

-- 2 -

- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### CLAIM OF THE PLAINTIFF

#### PART 1: STATEMENT OF FACTS

1. The Plaintiff, Peak Disposal Services Inc. ("**Peak**"), is a company incorporated pursuant to the laws of the Province of British Columbia with its address for service in this proceeding care of Miller Thomson LLP, 400 – 725 Granville Street, Vancouver, British Columbia, V7Y 1G5.
2. The Defendants, FLII Construction Ltd. ("**FLII**"), Conian Developments (La Voda) Inc. ("**La Voda**") and Conian Developments (La Voda II) Inc. ("**La Voda II**") are companies incorporated pursuant to the laws of the Province of British Columbia.
3. La Voda and La Voda II (collectively, the "**Owners**") are the owners of lands and premises legally described as:

PID: 030-337-020  
 LOT 1 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
 DISTRICT PLAN EPP73667

PID: 001-427-288  
 LOT 3 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
 DISTRICT PLAN 9739

PID: 011-422-203  
 LOT 4 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
 DISTRICT PLAN 9739

PID: 011-422-220  
 LOT 5 SECTION 15 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
 DISTRICT PLAN 9739

007-131-895  
 LOT 80 EXCEPT: PARCEL H (BYLAW PLAN 87021) SECTION 15 BLOCK 5  
 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 34840

011-362-596  
 LOT 3, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION 15  
 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN  
 8791

011-362-588  
 LOT 2, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION 15

BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN  
8791

000-674-672

LOT 1, EXCEPT PART DEDICATED ROAD ON PLAN LMP41027, SECTION 15  
BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN  
8791

(collectively, the "Lands").

4. In or around May 2020, FLII entered into an agreement (the "Subcontract") with Peak, whereby FLII requested that Peak Disposal provide waste disposal services in connection with the construction of improvements on the Lands (the "Projects").
5. In accordance with the Subcontract, Peak Disposal provided its services and materials to FLII in respect of the Projects.
6. Peak Disposal invoiced FLII for its services pursuant to the Subcontract and the amount of \$11,887.84 remains outstanding (the "Outstanding Balance").
7. In breach of the Subcontract, FLII has refused, neglected and/or failed to pay the Outstanding Balance when due and owing, despite demand.

#### **Peak's Claim of Lien**

8. As of June 2, 2020, the Subcontract and/or the Projects were not yet completed, nor were they abandoned or terminated.
9. On June 2, 2020, Peak made a claim of lien pursuant to the *Builders Lien Act*, S.B.C. 1997, c. 45 (the "*BLA*") and amendments thereto, alleging that the sum of \$11,887.84 would become due and owing on July 5, 2020, by causing the said claim of lien to be filed against the Lands at the New Westminister Land Title Office, under registration number CA8222510 (the "Lien").
10. On or about November 2, 2020, in Supreme Court of British Columbia Action No. VLC-S-S-206552, Vancouver Registry, an Order Made After Application was granted (the "Order"), which, *inter alia*, approved the sale of the Lands and ordered that, for the purposes of determining the nature and priority of claims against the Lands (including the Lien), the net proceeds from the sale of the Lands (the "Security") shall stand in place of the Lands, and all claims (including the Lien) shall attach to the Security as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold.
11. In compliance with the Order, the Lands were sold and the Security stands in substitution for the Lands in accordance with the terms of the Order.
12. Peak has complied with the provisions of the *BLA* and is entitled to a builders lien against the Lands and the Security.

#### **Peak's Lien Against the Holdbacks**

13. The Owners and FLII were obligated to retain a holdback pursuant to Section 4 of the *BLA* and did retain a holdback (the "Holdbacks").

14. Peak is a person engaged in connection with the Projects, being an "Improvement" as defined in the *BLA*, by or under the person from whom the Holdbacks were retained or required to be retained and, therefore, the Holdbacks are charged with payment in the amount of \$11,887.84.

#### **Peak's Claim for Breach of Trust**

15. FLII received certain sums of money on account of the Subcontract entered into in respect of the Projects. These sums constitute a trust fund for the benefit of Peak pursuant to section 10 of the *BLA* (the "Trust").
16. FLII has appropriated or converted all or part of the sums received to uses not authorized by the trust.

#### **PART 2: RELIEF SOUGHT**

17. The Plaintiff seeks:
  - (a) A declaration that Peak is entitled to a lien pursuant to the *BLA* in the amount of \$11,887.84 against the Security, in place of the Lands;
  - (b) A declaration that Peak is entitled to a lien pursuant to the *BLA* in the amount of \$11,887.84 against the Holdbacks;
  - (c) A declaration that the Plaintiff's Lien is, pursuant to the *BLA*, a first charge, lien or encumbrance against the Security and the Holdbacks, in preference or priority to all of the right, title, and interest of the Owners;
  - (d) A judgement or order that in default of payment in the amount of \$11,887.84 plus interest pursuant to the *Court Order Interest Act*, and costs, the Security be realized for the purposes of realizing the amount of Peak's lien and costs;
  - (e) A judgment or order that in default of payment in the amount of \$11,887.84 plus interest pursuant to the *Court Order Interest Act*, and costs, the Holdbacks be realized for the purpose of realizing the amount of Peak's lien and costs;
  - (f) For the purposes aforesaid, an order that all proper and necessary directions, accounts, inquiries, and references be taken;
  - (g) Judgment against FLII in the sum of \$11,887.84, plus interest pursuant to the *Court Order Interest Act*;
  - (h) Costs, including a reasonable sum for the costs of drawing and filing the Lien in the Land Title Office; and
  - (i) Such further and other relief as this case may require and that this Honourable Court may deem just and reasonable.

#### **PART 3: LEGAL BASIS**

1. The Subcontract is a valid and binding contract between Peak and FLII.
2. Peak supplied labour and materials in relation to the Improvement on the Lands pursuant to the Subcontract.

3. FLII is in breach of the Subcontract, and, as such, is liable and indebted to Peak, pursuant to the terms of the Subcontract.
4. FLII is liable to pay interest pursuant the *Court Order Interest Act*.
5. As a result of the breaches of the Subcontract, the Plaintiff has suffered, and continues to suffer damage, loss and expense;
6. At all material times Peak was a subcontractor as defined in section 1 of the *BLA* because it, in relation to the Improvement:
  - (a) performed or provided work;
  - (b) supplied materials; or
  - (c) did any combination of those things referred to in paragraphs (a) and (b).
7. Accordingly, pursuant to section 2 of the *BLA*, Peak is entitled to a lien for the price of the work and material, to the extent that the price remains unpaid, on all of the following:
  - (a) the Lands;
  - (b) the Improvement;
  - (c) the interests of the Owners in the Improvement; and
  - (d) the material delivered to or placed on the Lands.
8. Pursuant to sections 4 and 5 of the *BLA*, the Owners and FLII were required to retain a holdback and a holdback account.
9. Pursuant to section 4 and 8 of the *BLA*, Peak is entitled to a lien against the Holdbacks.
10. Pursuant to section 24 of the *BLA*, Peak is entitled to a lien against the Security.
11. Pursuant to section 37 of the *BLA*, Peak is entitled to its costs of and incidental to the proceedings of filing and enforcing the Lien.
12. Peak relies on the *BLA* and the law of contract.
13. Peak is entitled to judgment for the unpaid amount due and owing under the Subcontract.

14. Peak claims costs pursuant to the *Supreme Court Civil Rules*.

Plaintiff(s)' address for service: Miller Thomson LLP  
Barristers and Solicitors  
400 – 725 Granville Street  
Vancouver, BC V7Y 1G5  
Attention: Charles W. Bois

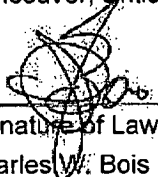
Fax number address for service (if any) 604.643.1200

E-mail address for service (if any) cbois@millerthomson.com

Place of trial: Vancouver, British Columbia

The address of the registry is: Law Courts  
800 Smithe Street  
Vancouver, British Columbia V6Z 2E1

Date: April 30, 2021

  
\_\_\_\_\_  
Signature of Lawyer for the Plaintiff  
Charles W. Bois

## Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.



## APPENDIX

**PART 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

15. Breach of contract and lien claim.

**PART 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

*[Put an "x" in one box below for the case type that best describes this case.]*

A personal injury arising out of:

- a motor vehicle accident  
 medical malpractice  
 another cause

A dispute concerning:

- contaminated sites  
 construction defects  
 real property (real estate)  
 personal property  
 the provision of goods or services or other general commercial matters  
 investment losses  
 the lending of money  
 an employment relationship  
 a will or other issues concerning the probate of an estate  
 a matter not listed here

**PART 3: THIS CLAIM INVOLVES:**

*[Put an "x" in all boxes below that apply to this case.]*

- a class action  
 maritime law  
 aboriginal law  
 constitutional law  
 conflict of laws  
 none of the above  
 do not know

**PART 4:**


Statutes;

*Court Order Interest Act*, R.S.B.C 1996, c. 79; and  
*Builders Lien Act*, S.B.C. 1997, c. 45

This is Exhibit   1   referred to in the affidavit of

John McEown sworn (or affirmed)

before me on 13/Sep/2021 (dd/mmm/yyyy)



A Commissioner for taking Affidavits  
within British Columbia

Conlan Development (La Voda) Inc  
Lien Schedule

| Creditor                                    | Claim Amount          | Claim details                        | Lien Filed | Lien Date               | Lien Amount(s)        | Civil Action Commenced | Adjustments            | Liens Approved         | Liens Not Approved     | Comments                                 |
|---|-----------------------|--------------------------------------|------------|-------------------------|-----------------------|------------------------|------------------------|------------------------|------------------------|--|
| MSD Engineering Inc.                        | \$ 161,262.15         | Flii - unsecured (ref builders lien) | YES        | 6/23/2020               | \$ 161,262.15         | yes                    | \$ -                   | \$ -                   | \$ 161,262.15          | Amount Disputed                          |
| AAA Plumbing & Heating Ltd.                 | 287,549.75            | Conlan (La Voda) - secured           | YES        | 5/26/2020               | 291,067.25            | yes                    | -                      | -                      | 291,067.25             | Amount Disputed                          |
| Pacific Edge Forming 2016 Ltd.              | 164,223.11            | Flii - unsecured (ref builders lien) | YES        | 5/7/2020                | 164,223.11            | yes                    | -                      | -                      | 164,223.11             | Amount Disputed                          |
| D.J. Masonry Ltd aka D.J. Masonary Ltd.     | 44,281.46             | Conlan (La Voda) - secured           | YES        | 5/29/2020               | 44,281.46             | yes                    | -                      | 44,281.46              | -                      | -  |
| Pro-Fit Structures (2007) Ltd.              | 436,847.81            | Flii - unsecured (ref builders lien) | YES        | 6/11/2020               | 436,847.81            | yes                    | (137,810.70)           | 299,037.11             | -                      | Lien Claimants Agrees with Adjustment    |
| Team Security & Protection Services Ltd.    | 46,774.73             | Conlan (La Voda) - secured           | YES        | 7/17/2020               | 46,774.73             | yes                    | -                      | -                      | 46,774.73              | Need Verification of subsequent payments |
| Graestone Ready Mix Inc.                    | 202,766.21            | Flii - unsecured (ref builders lien) | YES        | 5/9/2020 and 6/2/2020   | 202,766.21            | yes                    | -                      | 202,766.21             | -                      | -  |
| MidValley Rebar Ltd.                        | 228,411.65            | Flii - secured (ref builders lien)   | YES        | 5/22/2020               | 228,411.65            | no                     | -                      | -                      | 228,411.65             | Civil Action not commenced               |
| King Stone Slinger Ltd.                     | 28,502.10             | Flii - secured (ref builders lien)   | YES        | 6/2/2020                | 27,378.75             | No                     | -                      | -                      | 27,378.75              | Civil Action not commenced               |
| Mega Cranes Ltd.                            | 100,787.71            | Flii - secured (ref builders lien)   | YES        | 5/22/2020 and 7/22/2020 | 100,787.71            | yes                    | -                      | 100,787.71             | -                      | -  |
| KC's Pumping Services Inc. dba PSI Concrete | 38,844.13             | Flii - secured (ref builders lien)   | YES        | 5/28/2020               | 38,844.13             | yes                    | -                      | 38,844.13              | -                      | -  |
| TTF Scaffolding Inc.                        | 108,161.76            | Flii - secured (ref builders lien)   | YES        | 5/14/2020 and 5/26/2020 | 108,161.76            | no                     | -                      | -                      | 108,161.76             | Civil Action not commenced               |
| Dick's Lumber/Rona                          | 689,485.75            | Flii - preferred (ref builders lien) | YES        | 5/27/2020 and 7/17/2020 | 687,710.12            | yes                    | -                      | 687,710.12             | -                      | -  |
| ESR Electric Ltd.                           | 159,638.00            | Flii - unsecured (ref builders lien) | YES        | 5/21/2020 and 6/16/2020 | 155,476.24            | yes                    | -                      | 155,476.24             | -                      | -  |
| Tides Consulting Ltd.                       | 64,418.00             | Conlan (La Voda) - secured           | YES        | 6/8/2020                | 64,418.00             | yes                    | (4,321.95)             | 60,096.05              | -                      | Lien Claimants Agrees with Adjustment    |
| W.S. Fire Protection Ltd.                   | 110,880.00            | Flii - unsecured (ref builders lien) | YES        | 5/29/2020 and 7/30/2020 | 110,880.00            | yes                    | -                      | 110,880.00             | -                      | -  |
| West Coast Steel Ltd.                       | 265,773.94            | Conlan (La Voda) - secured           | YES        | 5/25/2020               | 265,773.84            | no                     | -                      | -                      | 265,773.84             | Civil Action not commenced               |
| Dulai Roofing Ltd                           | 14,795.11             |                                      | YES        | 5/25/2020               | 14,795.11             | no                     | -                      | -                      | 14,795.11              | Civil Action not commenced               |
| Peak Disposal Services Inc.                 | 11,887.84             | Conlan (La Voda) - secured           | YES        | 6/2/2020                | 11,887.84             | yes                    | -                      | 11,887.84              | -                      | -  |
| Wedler Engineering                          | 9,400.60              | Conlan (La Voda) - unsecured         | YES        | 6/19/2020               | 8,321.78              | yes                    | -                      | 8,321.78               | -                      | -  |
| Barnett Dembeck Architects                  | 59,123.77             | Conlan (La Voda) - preferred         | YES        | 6/26/2020               | 54,123.77             | no                     | -                      | -                      | 54,123.77              | Civil Action not commenced               |
|   | <u>\$2,620,780.57</u> |                                      |            |                         | <u>\$3,224,193.42</u> |                        | <u>\$ (142,132.65)</u> | <u>\$ 1,720,088.65</u> | <u>\$ 1,361,972.12</u> |  |