



S 20 11447

FORM 32 (RULE 8-1(4))

No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

THE TORONTO-DOMINION BANK

Plaintiff

And

CENTRE CITY REAL ESTATE INC., IT'LL BE GOOD HOLD  
CO INC. and ZACHARY DOUGLAS MILLS

Defendants

**NOTICE OF APPLICATION**

**Name of applicant: The Toronto-Dominion Bank**

To: WITHOUT NOTICE

TAKE NOTICE that an application will be made by the applicant to the presiding judge or master at the courthouse at the Law Courts, 800 Smithe Street, Vancouver, British Columbia V6Z 2E1 on October 30, 2020 at 9:45 a.m. for the order set out in Part 1 below.

**Part 1: ORDER SOUGHT**

1. A receivership order substantially in the form attached as Schedule "A", or as the court may otherwise order, appointing MNP Ltd. as receiver and manager of all of the undertakings, property and assets of Centre City Real Estate Inc. and It'll Be Good Hold Co Inc.

**Part 2: FACTUAL BASIS**

**Parties**

1. The plaintiff, The Toronto-Dominion Bank ("TD Bank"), is a federal chartered bank, duly incorporated under the laws of Canada, with an address for service in this

proceeding c/o Owen Bird Law Corporation at 2900 – 595 Burrard Street, Vancouver, B.C. V7X 1J5.

2. The defendant, Centre City Real Estate Inc. (“**Centre City**”), is a B.C. company with a records office at #204 – 1302 Seventh Avenue, Prince George, B.C. V2L 3P1.
3. The defendant, It’ll Be Good Hold Co Inc. (“**Holdco**”), is a B.C. company with a records office at #204 – 1302 Seventh Avenue, Prince George, B.C. V2L 3P1.
4. The defendant, Zachary Douglas Mills (“**Mills**”), is an individual with a last known address at 2472 McTavish Road, Prince George, B.C. V2K 0A1.
5. Centre City is a Re/Max franchisee operating in Prince George, B.C. doing business as RE/MAX Centre City Realty.
6. Holdco owns 100% of the shares of Centre City.
7. Mills is the sole director and controlling mind of Holdco and Centre City.

#### **Holdco Credit Facilities and Security**

8. TD Bank and Holdco entered into a facility agreement dated June 14, 2018 (the “**Holdco Facility Agreement**”). In accordance with the terms of the Holdco Facility Agreement, TD Bank advanced a term loan to Holdco (the “**Holdco Facility**”).
9. Repayment of the debt owed to TD Bank by Holdco under the Holdco Facility is secured by, *inter alia*, the following:
  - a) a general security agreement dated July 17, 2018, made between Holdco, as debtor, and TD Bank, as the secured party, and registered in the Personal Property Registry on July 11, 2018 under Base Registration Number 887703K, pursuant to which Holdco granted TD Bank a security interest securing payment and satisfaction of, *inter alia*, any and all obligations, indebtedness and liability of Holdco to TD Bank and charging all of Holdco’s present and after acquired personal property, assets and undertakings, including accounts, intangibles,

proceeds, equipment and inventory (collectively, the “**Holdco Property**”) to TD Bank in priority to the interests therein or claims thereto of the defendants and their heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them (the “**Holdco GSA**”);

- b) unlimited guarantees dated July 17, 2018 signed by Mills and Centre City pursuant to which the said defendants unconditionally guaranteed payment of, *inter alia*, all debts and liabilities, direct and indirect, absolute and contingent, of Holdco to TD Bank (the “**Mills Guarantee Re Holdco**” and “**Centre City Guarantee**” respectively);
- c) a general security agreement dated July 17, 2018, made between Centre City, as debtor, and TD Bank, as the secured party, and registered in the Personal Property Registry on July 11, 2018 under Base Registration Number 887704K, pursuant to which Centre City granted TD Bank a security interest securing payment and satisfaction of, *inter alia*, any and all obligations, indebtedness and liability of Centre City to TD Bank and charging all of Centre City’s present and after acquired personal property, assets and undertakings, including accounts, intangibles, proceeds, equipment and inventory (collectively, the “**Centre City Property**”) to TD Bank in priority to the interests therein or claims thereto of the defendants and their heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them (the “**Centre City GSA**”);
- d) an Investment Property Pledge Agreement dated July 17, 2018, granted by Holdco to TD Bank and registered in the Personal Property Registry on July 11, 2018 under Base Registration Number 887717K, pursuant to which, *inter alia*, Holdco pledged and granted a security interest in 100% of the shares in Centre City as general and continuing security for the payment and performance of all of Holdco’s obligations to TD Bank including repayment of the indebtedness under the Holdco Facility and the Centre City Facilities (as defined below) (the “**Pledge Agreement**”); and

- e) a Postponement and Assignment of Creditors Claim and Postponement of Security dated July 17, 2018, granted by Mills, as creditor, and Holdco, as the company, in favour of TD Bank, and registered in the B.C. Personal Property Registry on July 11, 2018 under Base Registration Number 887739K (the “**Postponement and Assignment**”),

(collectively, the “**Holdco Security**”).

- 10. The terms of the Holdco GSA, *inter alia*, grant TD Bank the right to appoint a receiver over Holdco. The terms of the Pledge Agreement, *inter alia*, grant TD Bank the right to vote all shares held by Holdco in Centre City.

#### **Centre City Credit Facilities and Security**

- 11. TD Bank and Centre City entered into a facility agreement dated June 14, 2018 as amended by an amending agreement dated March 22, 2019, a TD Business Credit Card Agreement dated June 26, 2018 and Visa Indemnity Agreements dated June 26, 2018 and August 3, 2018 (collectively, the “**Centre City Facility Agreements**”). In accordance with the terms of the Centre City Facility Agreements, TD Bank made the following credit facilities available to Centre City and advanced monies thereunder:

- a) a demand operating line; and
- b) a business Visa,

(collectively, the “**Centre City Facilities**”).

- 12. Repayment of the debt owed to TD Bank by Centre City under the Centre City Facilities is secured by, *inter alia*, the following:
  - a) the Centre City GSA;
  - b) unlimited guarantees dated July 17, 2018 signed by Mills and Holdco pursuant to which the said defendants unconditionally guaranteed payment of, *inter alia*, all debts and liabilities, direct and indirect, absolute and contingent, of Centre City to

TD Bank (the “**Mills Guarantee Re Centre City**” and “**Centre City Guarantee**” respectively);

- c) the Holdco GSA;
- d) the Pledge Agreement; and
- e) the Postponement and Assignment,

(collectively, the “**Centre City Security**”).

- 13. The terms of the Centre City GSA, *inter alia*, grant TD Bank the right to appoint a receiver over Centre City.

#### **Default/Demand**

- 14. Holdco and Centre City committed events of default under the Holdco Facility Agreement, the Holdco Security, the Centre City Facility Agreements and the Centre City Security.
- 15. On March 4, 2020 TD Bank exercised its right to demand repayment of the indebtedness from Holdco and Centre City (as borrowers as well as under their guarantees) and provided notice of its intention to enforce the Holdco Security and the Centre City Security. TD Bank concurrently exercised its right to demand repayment of the indebtedness from Mills under his guarantees.
- 16. Despite the aforesaid demands the defendants failed to repay the indebtedness to TD Bank.

#### **The Forbearance Agreement**

- 17. TD Bank and the defendants entered into a forbearance agreement dated for reference April 15, 2020 (the “**Forbearance Agreement**”). A primary purpose of the forbearance agreement was to provide the defendants time to locate and secure alternative financing or an investor. Pursuant to the terms of the Forbearance Agreement, *inter alia*:

- a) the defendants agreed to repay the indebtedness under the Holdco Facility and the Centre City Facilities on or before June 30, 2020 and, if they did not, that would constitute an event of default; and
  - b) the defendants agreed that, if an event of default occurred, then they would not oppose and would consent to the appointment of a receiver over Holdco and Centre City.
18. The defendants failed to repay the indebtedness on or before June 30, 2020. Accordingly, an event of default occurred under the Forbearance Agreement.

#### **Landlord's Termination / TD's Recovery Option / Potential Franchisor's Action**

19. According to a letter received by TD Bank from Mills, on or about October 15, 2020, due to arrears of rent, Centre City's landlord issued notice of termination of the lease and claimed, *inter alia*, the arrears and the present value of all future rent payments over the unexpired portion of the term. The defendants advised TD Bank that, in order to relocate, \$500,000 would be required for tenant's improvements and that the defendants did not have access to those funds. (TD Bank understands that Centre City has remained in the premises and engaged in negotiations with the landlord.)
20. To the best of TD Bank's knowledge the defendants have few if any assets of value. The primary, and perhaps only, available option to TD Bank to recover at least some of the indebtedness is a potential sale of the Remax franchise to a third party purchaser. If the franchisor were to terminate Centre City's franchise agreement before the receivership order is granted then this option would be eliminated. In light of the defendants' financial condition, as discussed further below, and the landlord's notice of termination, TD Bank has significant concerns that the franchisor may terminate the franchise agreement.

#### **Holdco and Centre City are Insolvent and Not Viable as Going Concerns**

21. The defendants are unable to pay their debts as they come due. Since January 3, 2020 TD Bank has received only one payment for application to the principal indebtedness. The following chart is based on Holdco and Centre City's financial statements and illustrates

the cash shortfall (the amount of money that would need to be put into the company) if the bank loans were to be repaid over a five year period:

In 000's	31-Mar-18	31-Mar-19	31-Mar-20
Revenue	\$1,089	\$913	\$839
EBT	\$194	\$35	(\$92)
Plus: Interest	\$6	\$40	\$63
Plus: Amortization	\$30	\$14	\$11
EBITDA	\$230	\$89	(\$18)
Less: Unfinanced CAPEX	\$0	\$0	\$0
Cash Flow	\$230	\$89	(\$18)
WC/OpLine Loan	\$49	\$49	\$49
LBO Term Loan	\$245	\$245	\$245
BDC Loan	\$35	\$35	\$35
P + I	\$329	\$329	\$329
DSC	70%	27%	-5%
Cash Surplus / (Shortfall)	(\$99)	(\$240)	(\$347)

TD loans at 5.45% amortized over 60 months

BDC loan at 9.00% amortized over 60 months

22. Under the Holdco Facility Agreement and the Centre City Facility Agreements the companies are required to maintain a "Debt Service Coverage" ratio (cash flow available to pay current debt obligations) of 120%. As set out above, Holdco and Centre City fall well short of achieving the requisite DSC ratio and are, in fact, unable to service their debts generally.
23. Holdco and Centre City's financial condition has not materially improved since March 2020. Centre City's rent payments are/were considerable (\$20,500 base rent and \$9,070.89 additional rent per month), but even if the rent payments were reduced by half or a third, the companies would remain unable to service the debt – and, unless otherwise settled, Centre City would continue to face the landlord's claim for arrears and future rents.
24. The defendants were unable to secure refinancing or an investment during the forbearance period and have been similarly unable to do so since the expiry of its term.

To the best of TD Bank's knowledge the defendants do not have any refinancing or investment options. That is unlikely to change given the companies' financial condition.

### **Indebtedness**

25. The chart below sets out the indebtedness under the Holdco Facility and the Centre City Facilities, exclusive of costs and expenses, as at October 29, 2020 (the individual facilities were consolidated into separate demand loans pursuant to the Forbearance Agreement):

<b>Borrower</b>	<b>Outstanding Balance</b>	<b>Per Diem Interest</b>
Holdco	\$986,239.68	\$166.73
Centre City	\$195,960.64	\$33.13

### **Part 3: LEGAL BASIS**

1. A secured creditor is entitled to the court appointment of a receiver and manager as a matter of course in circumstances where it may appoint a receiver under the terms of its security. The court should exercise its discretion not to make such an appointment only in those rare occasions where the debtor can show compelling commercial or other reasons why such an order ought not to be made.

*United Savings Credit Union v. F & R Brokers Inc.*, 2003 BCSC 640  
*Canadian Imperial Bank of Commerce v. Can-Pacific Farms Inc.*, 2012 BCSC 437

2. A court appointment may also be made when "just or convenient."

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

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

*Textron* at paras 50 and 75

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

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

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

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

4. It would be just or convenient for the court to appoint MNP Ltd. receiver of Holdco and Centre City for reasons including:

- a) TD Bank has the contractual right to appoint a receiver;
- b) the defendants agreed to consent to the appointment of a receiver;
- c) pursuant to the Pledge Agreement, as a matter of corporate governance, TD Bank holds the power to replace Mills as director and otherwise control Centre City;
- d) Holdco and Centre City are insolvent, unable to pay their debts as they come due, and are not viable as going concerns;
- e) TD Bank granted considerable accommodations to the defendants, including a significant period of time to secure alternative financing or a capital injection, but none has been secured or is reasonably foreseeable;
- f) unless a receivership order is granted with the usual stay of proceedings the landlord may take steps to physically repossess the leased premises including changing the locks;
- g) a receiver is required to secure and preserve Centre City's assets and an order is required to ensure the receiver's access to the leased premises notwithstanding the landlord's notice of termination;
- h) Centre City does not currently have an alternative location for its business and has advised TD Bank it would require \$500,000 for tenant's improvements at a new location (and that the defendants do not have those funds nor an ability to obtain the funds from an outside source); and

- i) to the best of TD Bank's knowledge the defendants have few if any hard assets of value and the best potential recovery option available is to sell the Remax franchise to a third party purchaser, which effort would require a court appointed receiver and potential resort to s. 84.1 of the *Bankruptcy and Insolvency Act*.
5. Only one other creditor has registered a security interest in the Personal Property Registry against Holdco or Centre City. Meridian OneCap Credit Corp. has a subordinate registration against Centre City in respect of photocopiers and accessories. Accordingly, if the receivership order is granted, no secured creditor stands to be materially prejudiced.
6. TD Bank will rely on Rules 1-3, 2-1, 10-2, 13-5, 14-1 and 16-1 and the law of contract, the *Law and Equity Act*, R.S.B.C. 1996, c. 253 including s. 39, the *Bankruptcy and Insolvency Act* including s. 243(1) and the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 including s. 66.

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

1. Affidavit #1 of S. Balakrishna, made October 29, 2020.
2. Affidavit #1 of C. Carmichael, made October 30, 2020.

The applicant estimates that the application will take 20 minutes.

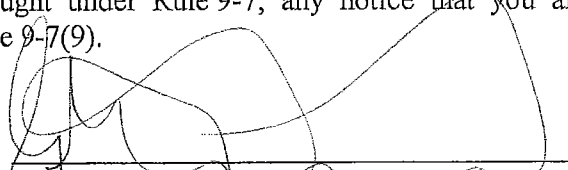
- ☐ This matter is within the jurisdiction of a master.
- ☒ This matter is not within the jurisdiction of a master.

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

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

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

Date: October 30, 2020

  
Signature of lawyer for applicant  
Scott H. Stephens

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

Order made

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature of [ ] Judge [ ] Master

**APPENDIX**

**THIS APPLICATION INVOLVES THE FOLLOWING:**

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

- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

Schedule "A"

**B.C. MODEL RECEIVERSHIP ORDER**

No. \_\_\_\_\_

Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

[PLAINTIFF/PETITIONER]<sup>1</sup>

THE TORONTO-DOMINION BANK

Plaintiff/Petitioner

- and -

[DEFENDANT/RESPONDENT]

CENTRE CITY REAL ESTATE INC., IT'LL BE GOOD HOLD  
CO INC. and ZACHARY DOUGLAS MILLS

Defendants/Respondent

Action No. \_\_\_\_\_

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

**IN THE MATTER OF THE RECEIVERSHIP OF**

[THE DEBTOR]

CENTRE CITY REAL ESTATE INC. and IT'LL BE GOOD  
HOLD CO INC.

**ORDER MADE AFTER APPLICATION<sup>2</sup>**

<sup>1</sup>—In British Columbia, unless the order is by consent (BCSC Rule 17-1), a receivership application may be commenced by an "application" (BIA s. 243(1)) brought in proceedings commenced either by Petition or brought by Notice of Application within a proceeding commenced by Notice of Civil Claim. If the proceeding was commenced by Notice of Civil Claim, upon the application being made under section 243 of the BIA, the BCSC Bankruptcy Court jurisdiction should also be invoked by adding the additional style of cause noted above.

BEFORE THE HONOURABLE )

MR/MADAM JUSTICE )

DD/MM/YEAR 30/OCT/2020 )

ON THE WITHOUT NOTICE APPLICATION of [Plaintiff/Applicant]<sup>3</sup> The Toronto-Dominion Bank for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") ~~and/or~~ and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "LEA") appointing [RECEIVER'S NAME] MNP Ltd. as ~~Receiver and/or Receiver and Manager~~ Receiver and Manager (in such capacity, the "Receiver") without security, of all of the assets, undertakings and property of [DEBTOR'S NAME] Centre City Real Estate Inc. and It'll Be Good Hold Co 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 Affidavit affidavits # [REDACTED] - #1 of L. Grillandini and #1 of Shruti Balakrishna [NAME] sworn [DATE] and the consent of [RECEIVER'S NAME] MNP Ltd. to act as the Receiver; AND ON HEARING [REDACTED], Counsel for [NAME] and other Scott H. Stephens, counsel as listed on Schedule "A" hereto for The Toronto-Dominion Bank, and no one else appearing, although duly served.<sup>4</sup>

THIS COURT ORDERS AND DECLARES that:

#### APPOINTMENT

1. Pursuant to Section 243(1) of the BIA ~~and/or~~ and Section 39 of the LEA [RECEIVER'S NAME] MNP Ltd. is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtors,<sup>5</sup> including all proceeds (the "Property").<sup>6</sup>

<sup>2</sup> This model order is not in any way determinative of the applicant's entitlement to the relief set out in this model order. It is the responsibility of counsel to ensure that the form of order they propose is appropriate in the circumstances and to justify the relief sought, including providing the necessary evidentiary support and judicial authority. The footnotes in this model order identify some, but not all, of the issues that might arise in respect of the relief sought.

<sup>3</sup> Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

<sup>4</sup> If the application is brought *ex parte*, or service has been brought on short notice, the Order should reflect that. If the application is brought *ex parte*, counsel should also consider whether or not all of the relief sought is appropriate on a without notice basis. Specifically, pursuant to the BIA s.243(6), a charge for the receiver's fees and disbursements (Paragraph 20) can only be made if the Court is satisfied that the secured creditors who would be materially affected were given reasonable notice and an opportunity to make submissions.

<sup>5</sup> If the Order is made only under section 243(1) of the BIA, the wording "acquired for, or used in relation to a business carried on by the Debtor" should be added at this point in the paragraph to reflect the specific wording of section 243 of the BIA.

<sup>6</sup> This definition of "Property" is expansive and is intended to include all real and personal property, including anything arising or derived from such property. There may be circumstances where a narrower definition or carve-

## RECEIVER'S POWERS<sup>7</sup>

2. 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 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;
  - (f) 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;
  - (g) to settle, extend or compromise any indebtedness owing to the Debtors;
  - (h) 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;
  - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;

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outs is preferable. Given the expansive definition of Property, counsel should be cognizant of the scope of the appointing creditor's security. In particular, counsel should consider whether the creditor's application is based on their security pursuant to the BIA s.243 or equity pursuant to the LEA s.39, or some combination. Counsel should also bear in mind the differing tests for appointment depending on the nature and extent of the creditor's security. <sup>7</sup>Counsel should consider whether all of the powers sought in Paragraph 2 are appropriate on an initial basis, particularly if the application is brought without notice. Counsel should also consider whether there is sufficient evidence for granting such powers on an initial basis.

- (j) 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;
- (k) 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;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:<sup>8</sup>
  - (i) without the approval of this Court in respect of a single transaction for consideration up to ~~\$~~\$100,000, provided that the aggregate consideration for all such transactions does not exceed ~~\$~~\$500,000; 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;
- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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;
- (q) to apply for any grants, subsidies, loans, programs or other measures as may be offered by any governmental authority in response to the COVID-19 outbreak for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;

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<sup>8</sup> ~~As noted above, counsel should consider whether there is sufficient basis for granting this power on an initial basis.~~

~~(q)~~(r) to enter into agreements with any trustee in bankruptcy 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 file an assignment into bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) on behalf of the Debtors (or any one of them) at any time, and to act as trustee-in-bankruptcy of any Debtor in respect of such bankruptcy; and

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

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

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

3. 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, landlords firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "Persons" and each a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the 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.

5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all

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

7. Notwithstanding any termination or purported termination of a lease or license, any Landlord of the Debtors must provide access to such leased premises so as to allow the Receiver or its agents to inspect and inventory any Property located on those leased premises, and to allow the Receiver or its agents to remove any portion of that Property. If the Receiver or its agents does attend on the leased premises for these purposes, that attendance and removal of Property shall not be considered to be taking possession of the leased premises and the Receiver shall have no obligation to pay occupation rent or any other amounts to the landlord in respect of these activities.

6-8. The Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver, on at least two (2) days' notice to such landlord and any such secured creditors.

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

7.9. 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**

8.10. 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

~~9.11.~~ 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,<sup>9</sup> (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

~~12.~~ 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.

~~13.~~ For greater certainty, and following the granting of this Order, all landlords, licensors and franchisors are specifically restrained and enjoined from accelerating, terminating, determining or cancelling any lease, sublease, licence, or other agreement with the Debtors, or acting upon any right of forfeiture (statutory, contractual or otherwise), without the written consent of the Receiver or leave of this Court, and all such persons shall continue to perform and observe the terms, conditions, and provisions contained in such agreements on their part to be performed or observed.

~~10.~~ —

### CONTINUATION OF SERVICES

~~11.14.~~ 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

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<sup>9</sup> Counsel should consider whether, on an initial or subsequent application, they should apply to extend the stay of proceedings to specific regulatory bodies under section 69.6 (3) of the BIA, other applicable statutes or the inherent jurisdiction of the Court.

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

~~12.15.~~ 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. From the Post-Receivership Accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, in reduction of the amount owing under the plaintiff’s security.

## EMPLOYEES

~~13.16.~~ 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’ 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

~~14.17.~~ 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**

~~15.18.~~ 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.

~~16.19.~~ 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.

~~17.20.~~ 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.

~~18.21.~~ Notwithstanding anything in federal or provincial law, but subject to paragraph ~~17.12~~ 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**

~~19.22.~~ 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.<sup>40</sup>

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

~~20.23.~~ The Receiver and its legal counsel, if any, are granted a charge (the "Receiver's Charge") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts,<sup>41</sup> 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.<sup>42</sup>

~~21.24.~~ 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.

~~22.25.~~ Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.<sup>43</sup>

## FUNDING OF THE RECEIVERSHIP

~~23.26.~~ The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed ~~\$~~ \$300 000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the

<sup>40</sup> For example, and without limitation, Sections 81.4(5) or 81.6(3) of the BIA or under the *Wage-Earner-Protection Program Act*.

<sup>41</sup> The reference to "trusts" is to trusts, including statutory trusts, which secure the performance of an obligation.

<sup>42</sup> Subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations". Accordingly, counsel should give notice of the application to all secured creditors whose security interests would rank subordinate to the proposed Receiver's Charge, including any beneficiaries of statutory trusts.

<sup>43</sup> This Order's reference to "standard rates and charges" is not approval of the reasonableness of those fees and charges. The fees and charges of the Receiver and its legal counsel remain subject to Court approval in accordance with paragraph 21. The Court's approval of fees and charges will include an assessment of whether the amounts charged are fair and reasonable in the circumstances.

“Receiver’s Borrowings Charge”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts,<sup>14</sup> 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.

~~24.27.~~ Neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

~~25.28.~~ The Receiver is authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “Receiver’s Certificates”) for any amount borrowed by it pursuant to this Order.

~~26.29.~~ The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

#### ALLOCATION

~~27.30.~~ 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

~~28.31.~~ The Receiver shall establish and maintain a website in respect of these proceedings at: ~~[WEB ADDRESS]~~ <https://mnpdebt.ca/en/corporate/corporate-engagements/centre-city-real-estate-inc> (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.

~~29.32.~~ Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the ~~Applicant-plaintiff~~ a demand for notice in the form attached as Schedule B (the “Demand for Notice”).<sup>15</sup> The Receiver and the ~~Applicant-plaintiff~~ need only provide further notice in respect of these proceedings to Persons that have

<sup>14</sup> The reference to “trusts” is to trusts, including statutory trusts, which secure the performance of an obligation.

<sup>15</sup> It is important to note that the restriction on notice created by this section only applies to parties that are served with a copy of the Receivership Order.

delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant-plaintiff from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.<sup>16</sup>

~~30.33.~~ 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.

~~31.34.~~ 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.

~~32.35.~~ Notwithstanding paragraph ~~33~~4 of this Order, service of the Petition [OR the Notice of Application] and any affidavits filed in support shall be made on the Federal and British Columbia Crowns<sup>17</sup> 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.<sup>18</sup>

~~33.36.~~ 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,

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<sup>16</sup> This provision (and paragraph 31 confirming service by email or fax) is intended to simplify and streamline service of applications in receivership proceedings, particularly since many applications may need to be heard on short notice. Although this Order alters the service requirements for future applications in accordance with the Rules of Court, where a party's interests are directly affected by the relief sought on an application, the Committee is of the view that it would be best practice to serve those parties, even if they were served with the Receivership Order and did not deliver a Demand for Notice. In such cases, the Court may require service on those affected parties, notwithstanding this provision.

<sup>17</sup> Counsel should consider whether the Debtor has property in any other provinces and, if so, consider whether it is appropriate to include a reference to those Provinces and the relevant legislation in those Provinces with respect to service.

<sup>18</sup> The *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, s. 8 provides for service on the British Columbia Crown, as follows:

8. — A document to be served on the government

(a) must be served on the Attorney General at the Ministry of the Attorney General in the City of Victoria, and

(b) is sufficiently served if

(i) left there during office hours with a solicitor on the staff of the Attorney General at Victoria, or

(ii) mailed by registered mail to the Deputy Attorney General at Victoria.

A similar provision relating to the Federal Crown is found at s. 23(2) of the *Crown Liability and Proceeding Act*, R.S. 1985, c. C-50, which provides for service on the Deputy Attorney General of Canada or the chief executive officer of the agency in whose name the proceedings are taken, as the case may be. The Federal Crown requests that service of documents be by delivery to Department of Justice, 900 — 840 Howe Street, Vancouver, B.C. V6Z 2S9

including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

#### GENERAL

~~34.~~37. 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.~~38. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

~~36.~~39. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

~~37.~~40. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

~~38.~~41. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

~~39.~~42. The ~~[Plaintiff/Applicant]~~ plaintiff 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 ~~[Plaintiff/Applicant]~~ plaintiff's security or, if not so provided by the ~~[Plaintiff/Applicant]~~ plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

~~40. Endorsement of this Order by counsel appearing on this application other than the [Plaintiff/Applicant] 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:

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Signature of ~~{type of print name}~~ Scott H.  
Stephens

lawyer for ~~{Plaintiff/Applicant}~~ The Toronto-  
Dominion Bank

BY THE COURT

DISTRICT REGISTRAR

## SCHEDULE "A"

### RECEIVER CERTIFICATE

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

AMOUNT

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

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ MNP Ltd., the ~~[Receiver and/or Receiver and Manager]~~ the Receiver and Manager (the "Receiver") of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ Centre City Real Estate Inc. and It'll Be Good Hold Co Inc. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "Court") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Order") made in SCBC Action No. \_\_\_\_\_ and/or SCBC Action No. \_\_\_\_\_/Estate No. \_\_\_\_\_ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded ~~[daily]~~ [monthly] not in advance on the \_\_\_\_\_ day of each month after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of \_\_\_\_\_ The Toronto-Dominion Bank from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the            day of                     , 202001.

[RECEIVER'S NAME], MNP Ltd., solely in  
its capacity as Receiver of the Property, and  
not in its personal capacity

Per:  
Name:  
Title:

Schedule "B"

Demand for Notice

TO: ~~{Name of Applicant}~~ The Toronto-Dominion Bank  
c/o Owen Bird Law Corporation ~~{Name of Counsel to the Applicant}~~  
Attention: Scott H. Stephens  
Email: sstephens@owenbird.com

AND TO: ~~{Name of Receiver}~~ MNP Ltd.  
c/o ~~{Name of Counsel to the Receiver}~~ Borden Ladner Gervais LLP  
Attention: Ryan Laity and Lisa Hiebert  
Email: RLaity@blg.com and LHiebert@blg.com and Julie.Kennedy@mnp.ca

Re: **In the matter of the Receivership of** ~~{DEBTOR}~~ Centre City Real Estate Inc. and  
It'll Be Good Hold Co 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: \_\_\_\_\_

Action No. \_\_\_\_\_

IN THE SUPREME COURT OF BRITISH  
COLUMBIA

BETWEEN:

[PLAINTIFF/PETITIONER]

THE TORONTO-DOMINION BANK

Plaintiff/Petitioner

- and -

[DEFENDANT/RESPONDENT]

CENTRE CITY REAL ESTATE INC. and IT'L BE

GOOD HOLD CO INC.

Defendants/Respondents

AND:

Action No. \_\_\_\_\_

Estate No. \_\_\_\_\_

IN THE SUPREME COURT OF BRITISH  
COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF  
[THE DEBTOR]

B.C. MODEL RECEIVERSHIP ORDER VERSION

NO. 3, \_\_\_\_\_, 2015