



No. S-H-258355  
NEW WESTMINSTER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

RE: AN INDENTURE OF MORTGAGE AND ASSIGNMENT OF RENTS REGISTERED IN THE NEW WESTMINSTER LAND TITLE OFFICE UNDER APPLICATION NUMBERS CA8609508 AND CA8609509 AND A GENERAL SECURITY AGREEMENT REGISTERED IN THE PERSONAL PROPERTY SECURITY REGISTRY FOR THE PROVINCE OF BRITISH COLUMBIA ON NOVEMBER 19, 2020, UNDER BASE REGISTRATION NO. 605247M AND A GENERAL SECURITY AGREEMENT – FLOATING CHARGE ON LAND REGISTERED IN THE PERSONAL PROPERTY SECURITY REGISTRY FOR THE PROVINCE OF BRITISH COLUMBIA ON NOVEMBER 19, 2020 UNDER BASE REGISTRATION NO. 605248M

BETWEEN:

**ROYAL BANK OF CANADA**

PETITIONER

AND:

**1096580 B.C. LTD.  
DSG HOMES LTD.  
DAVINDER SINGH GADAY  
JOGA SINGH  
CANADIAN WESTERN TRUST COMPANY  
JOHN DOE (TENANT, IF ANY)  
JANE DOE (TENANT, IF ANY)**

RESPONDENTS

**NOTICE OF APPLICATION**

**Name of applicant: Royal Bank of Canada**

To: The Respondents

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia on September 4, 2025, at 9:45 a.m. on for the orders set out in Part 1 below.

The applicant estimates that the application will take 15 minutes.

- This matter is within the jurisdiction of an Associate Judge.
- This matter is not within the jurisdiction of an Associate Judge.

**Part 1: ORDERS SOUGHT**

1. A declaration that a mortgage and assignment of rents (the “**Mortgage**”) granted by the Respondent, 1096580 B.C. Ltd. (“**NumberCo**”) to the Petitioner dated November 26, 2020 and registered in the New Westminster Title Office on November 30, 2020 under Charge Numbers CA8609508 and CA8609509, is in default and is a first charge on the following lands and premises situate, lying and being in the Province of British Columbia and being more particularly known and described as:

Parcel Identifier: 031-117-007

STRATA LOT 27 SECTION 5 RANGE 5 WEST NEW WESTMINSTER  
DISTRICT STRATA PLAN EPS6600 TOGETHER WITH AN INTEREST IN THE  
COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF  
THE STRATA LOT AS SHOWN ON FORM V

Civic Address: #206 -13880 Wireless Way, Richmond, BC V6V 0A3

and

Parcel Identifier: 031-117-015

STRATA LOT 28 SECTION 5 RANGE 5 WEST NEW WESTMINSTER  
DISTRICT STRATA PLAN EPS6600 TOGETHER WITH AN INTEREST IN THE  
COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF  
THE STRATA LOT AS SHOWN ON FORM V

Civic Address: #208 – 13880 Wireless Way, Richmond, BC V6C 0A3

(collectively the “**Lands and Premises**”)

and the sum of \$972,371.94 is outstanding as at September 4, 2025, with interest thereafter on the principal amount of \$949,118.82 at the rate of 3.24% per annum, currently \$84.25 per diem, calculated monthly, not in advance together with the Petitioner’s costs on a solicitor own client or special costs basis.

2. A declaration that the Petitioner is entitled to an equitable mortgage charge forming a third mortgage on the Lands and Premises by virtue of a General Security Agreement – Floating Charge on Land dated November 26, 2020 (the “**GSA Equitable Mortgage**”) granted by the NumberCo to the Petitioner; and
  - (a) perfected by registration in the Personal Property Security Registry for the Province of British Columbia on November 19, 2020 under Base Registration Number 605248M; and

- (b) registered by way of crystallized floating charge against the Lands and Premises in the New Westminster Land Title Office on May 14, 2025 under Charge Number CB2042354.
- 3. A declaration that the GSA Equitable Mortgage is:
  - (a) a valid and enforceable equitable mortgage charging the Lands and Premises as a third mortgage charge in priority to the interests of the Respondents and each of them; and
  - (b) a valid and enforceable security interest charging all of the existing and after-acquired personal property of NumberCo ("**NumberCo's Personal Property**") as a first charge in priority to the interests of the Respondents and each of them.
- 4. The Petitioner recover judgment against NumberCo in the sum of \$972,371.94 as at September 4, 2025, together with the Petitioner's costs on a solicitor own client or special costs basis.
- 5. The Petitioner recover judgment against DSG Homes Ltd. ("**DSG**") in the sum of \$972,371.94 as at September 4, 2025 together with the Petitioner's costs on a solicitor own client or special costs basis pursuant to a guarantee and postponement of claim limited to the amount of \$1,267,250.00 in favour of the Petitioner and signed by DSG on November 26, 2020.
- 6. The Petitioner recover judgment against DSG for the Royal Credit Line Agreement (ending in 2525) and Visa account (ending in 6582), in the amount of \$117,527.17 as at September 4, 2025.
- 7. The Petitioner recover judgment against the NumberCo in the sum of \$104,606.94 as at September 4, 2025, together with costs on a solicitor and own client basis pursuant to a guarantee and postponement of claim limited to the amount of \$100,000.00 in favour of the Petitioner and signed by NumberCo on November 26, 2020.
- 8. A declaration that the General Security Agreement signed by DSG on November 26, 2020 and perfected by registration in the Personal Property Security Registry for the Province of British Columbia on November 19, 2020 under Base Registration No. 605247M (the "**DSG GSA**") is a valid and enforceable security interest charging all of the existing and after-acquired personal property of DSG (collectively with the Lands and Premises and the NumberCo Personal Property the "**Property**") a first charge in priority to the interests of the Respondents and each of them.

9. An Order in the form attached appointing BDO Canada Limited. as receiver of the NumberCo and DSG.

## **Part 2: FACTUAL BASIS**

1. NumberCo and DSG borrowed funds from the Petitioner which have not been repaid.
2. As of the date of the filing of this application, NumberCo and DSG have not filed Responses to Petition in this action.
3. The Petitioner is a secured creditor of NumberCo and DSG.
4. On June 25, 2025, the Respondent, Davinder Singh Gaday filed a Division 1 proposal under the *Bankruptcy and Insolvency Act* so no relief is being sought against him at this time
5. The Petitioner seeks the appointment of a receiver pursuant to its security, Section 243 of the *Bankruptcy and Insolvency Act*, and Section 39 of the *Law and Equity Act*.
6. NumberCo and DSG have its principal place of business in Richmond, BC.
7. The Petitioner understands that NumberCo and DSG likely have certain employees and is engaged in an active operations. They appear to have certain outstanding tax obligations, as well as outstanding obligations to other creditors both secured and unsecured. The appointment of receiver will assist in addressing such issues in an orderly way.

## **Part 3: LEGAL BASIS**

### **Jurisdiction to Appoint a Receiver**

1. This Honourable Court has the jurisdiction to appoint a receiver pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”), section 39(1) of the *Law and Equity Act* (the “**LEA**”), the inherent jurisdiction of the Court, and the BC Civil Rules of Court.
2. Subsections 243(1) and 243(1.1) of the BIA state:  
  
Court may appoint receiver

243(1) Subject to subsection (1.1), on the application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or
- c) take any other action the court considers advisable.

#### Restriction on appointment of receiver

(1.1) In the case of an insolvent person in respect of whose property a notice is to be sent under subsection 244(1), the court may not appoint a receiver under subsection (1) before the expiry of 10 days after the day on which the secured creditor sends the notice unless

- a) the insolvent person consents to an earlier enforcement under subsection 244(2); or
- b) the court considers it appropriate to appoint a receiver before then

BIA at ss. 243(1) – (1.1)

3. Subsection 39(1) of the LEA states:

Injunction or mandamus may be granted or receiver appointed by interlocutory order

39(1) An injunction or an order in the nature of mandamus may be granted or a receiver or receiver manager appointed by an interlocutory order of the court in all cases in which it appears to the court to be just or convenient that the order should be made.

LEA at s. 39(1)

#### The Test for Appointing a Receiver

4. The BIA and LEA both provide the appointment of a receiver where it is just and convenient to do so.

BIA at s. 243(1) and LEA at s. 39(1)

5. This Court has confirmed that the legal test for appointing a receiver is whether it is just and convenient to do so.

*Maple Trade Finance v. CY Oriental Holdings Ltd.*, 2009 BCSC 1527 (“**Maple Trade**”)  
*Textron Financial Canada Ltd. v. Chetwynd Motels Ltd.*, 2010 BCSC 477 (“**Textron**”)

6. There are a number of factors that may figure in the determination of whether it is appropriate to appoint a receiver:
  - (a) whether irreparable harm might be caused if no order were made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed, particularly where an appointment of a receiver is authorized by the security documentation;
  - (b) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;
  - (c) the nature of the property;
  - (d) the apprehended or actual waste of the debtor's assets;
  - (e) the preservation and protection of the property pending judicial resolution;
  - (f) the balance of convenience to the parties;
  - (g) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
  - (h) the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulty with the debtor and others;
  - (i) the principle that the appoint of a receiver is extraordinary relief which should be granted cautiously and sparingly;
  - (j) the consideration of whether a court appointment is necessary to enable the receiver to carry out its' duties more efficiently;
  - (k) the effective of the order upon the parties;
  - (l) the conduct of the parties;
  - (m) the length of time that a receiver may be in place;

- (n) the cost to the parties;
- (o) the likelihood of maximizing return to the parties; and
- (p) the goal of facilitating the duties of the receiver.

*Maple Trade* at para 25;  
*Textron Financial Canada Limited v Chetwynd Motels Ltd.* 2010 BCSC 477 at para 40.

7. These factors are not a checklist but a collection of considerations to be viewed holistically in an assessment as to whether, in all the circumstances, the appointment of a receiver is just or convenient.

*Pandion Mine Finance Fund LP v Otso Gold Corp.* 2022 BCSC 136 at para 54.

8. Further, this Court has held that the rights of a secured creditor to apply for a receiver under a security agreement holds considerable weight and is a “strong factor in support” of the appointment.

*Maple Trade* at para 26

It is Just and Appropriate to Appoint a Receiver

9. It is just and convenient to grant a receivership order in the present circumstances as:
- (a) no payment has been received on the NumberCo Indebtedness since December 30, 2024;
  - (b) NumberCo and DSG are behind on financial reporting and any liabilities owing to Canada Revenue Agency and Workers’ Compensation are unknown. Failure to satisfy such obligations risks the deterioration of NumberCo and DSG’s business and the Petitioner’s collateral, to the direct prejudice of the Petitioner and other stakeholders;
  - (c) outstanding property taxes on the Lands and Premises exceed \$22,000.00;
  - (d) The NumberCo GSA Equitable Mortgage, and Mortgage, and DSG GSA specifically provide the Petitioner with the right to appoint a receiver and manager over NumberCo and DSG’s property in the event of default;
  - (e) NumberCo and DSG may be selling off assets, that are subject to the Petitioner’s security, to pay other liabilities;
  - (f) The nature of NumberCo and DSG’s operations include a going concern business with multiple employees and equipment, inventory, and other assets subject to various registered security interests;

- (g) The Petitioner requires the appointment of a receiver to ensure that the operating assets are safeguarded and managed responsibly pending the sale of the Property; and
  - (h) A receivership will result in additional costs but it will also ensure a timely sale of the Property. Any additional costs resulting from the receivership will be more than offset by the sales of the Lands and Premises than could be accomplished by way of ordinary foreclosure process.
10. The Petitioner submits that it is just and convenient, in the circumstances as a whole, to appoint BDO Canada Limited as receiver.

#### **Jurisdiction to Grant the Receiver's Charges**

11. This Honourable Court has the jurisdiction to grant the Receiver's Charge and the Receiver's Borrowing Charge, as defined in the attached form of Order sought, in priority to all existing security interests, trusts, liens, charges and encumbrances, against the property, pursuant to subsection 243(6) of the BIA.
12. Subsection 243(6) of the BIA states:
- Orders respecting fees and disbursements
- (6) if a receiver is appointed under subsection (1), the court may make any order respecting the payment of fees and disbursements of the receiver that it considers proper, including one that gives the receiver a charge, ranking ahead of any or all of the secured creditors, over all or part of the property of the insolvent person or bankrupt in respect of the receiver's claim for fees for disbursements, but the court may not make the 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.
- BIA at s. 243(6)
13. The Petitioner also relies on Rule 10-2 and Rule 13-5 of the *Supreme Court Civil Rules*, BC Reg 168/2009.

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

- 1. Petition to the Court;
- 2. Affidavit #1 of Howard Wang;
- 3. Affidavit #1 of Hal Hicks;
- 4. Affidavit #1 of Nicole Pelcher;
- 5. Affidavit #2 of Nicole Pelcher;

6. Draft Receivership Order;
7. Blackline of the B.C. Model Receivership Order; and
8. Draft Order Made After Application.

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

Date: August 18, 2025



\_\_\_\_\_  
Signature of Graham Mack

applicant  lawyer for applicant

***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: [dd/mmm/yyyy] . \_\_\_\_\_

Signature of  Judge  Associate Judge

## 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

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

RE: AN INDENTURE OF MORTGAGE AND ASSIGNMENT OF RENTS REGISTERED IN THE NEW WESTMINSTER LAND TITLE OFFICE UNDER APPLICATION NUMBERS CA8609508 AND CA8609509 AND A GENERAL SECURITY AGREEMENT REGISTERED IN THE PERSONAL PROPERTY SECURITY REGISTRY FOR THE PROVINCE OF BRITISH COLUMBIA ON NOVEMBER 19, 2020, UNDER BASE REGISTRATION NO. 605247M AND A GENERAL SECURITY AGREEMENT – FLOATING CHARGE ON LAND REGISTERED IN THE PERSONAL PROPERTY SECURITY REGISTRY FOR THE PROVINCE OF BRITISH COLUMBIA ON NOVEMBER 19, 2020 UNDER BASE REGISTRATION NO. 605248M

BETWEEN:

**ROYAL BANK OF CANADA**

PETITIONER

AND:

**1096580 B.C. LTD.  
DSG HOMES LTD.  
DAVINDER SINGH GADAY  
JOGA SINGH  
CANADIAN WESTERN TRUST COMPANY  
JOHN DOE (TENANT, IF ANY)  
JANE DOE (TENANT, IF ANY)**

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

BEFORE ) THE HONOURABLE JUSTICE ) THURSDAY, THE 4<sup>th</sup> DAY  
) \_\_\_\_\_ ) OF SEPTEMBER, 2025  
) )

ON THE NOTICE APPLICATION of Royal Bank of Canada coming on for hearing at Vancouver, British Columbia on September 4, 2025 and on hearing Hal Hicks, appearing on behalf of Fulton & Company LLP, counsel for the Petitioner; and no one else appearing;

THIS COURT ORDERS that:

1. A declaration that a mortgage and assignment of rents (the "**Mortgage**") granted by the Respondent, 1096580 B.C. Ltd. ("**NumberCo**") to the Petitioner dated November 26, 2020 and registered in the New Westminster Title Office on November 30, 2020 under Charge Numbers CA8609508 and CA8609509, is in default and is a first charge on the following lands and premises situate, lying and being in the Province of British Columbia and being more particularly known and described as:

Parcel Identifier: 031-117-007

STRATA LOT 27 SECTION 5 RANGE 5 WEST NEW WESTMINSTER  
DISTRICT STRATA PLAN EPS6600 TOGETHER WITH AN INTEREST IN THE  
COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF  
THE STRATA LOT AS SHOWN ON FORM V

Civic Address: #206 -13880 Wireless Way, Richmond, BC V6V 0A3

and

Parcel Identifier: 031-117-015

STRATA LOT 28 SECTION 5 RANGE 5 WEST NEW WESTMINSTER  
DISTRICT STRATA PLAN EPS6600 TOGETHER WITH AN INTEREST IN THE  
COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF  
THE STRATA LOT AS SHOWN ON FORM V

Civic Address: #208 – 13880 Wireless Way, Richmond, BC V6C 0A3

(collectively the “**Lands and Premises**”)

2. and the sum of \$972,371.94 is outstanding as at September 4, 2025, with interest thereafter on the principal amount of \$949,118.82 at the rate of 3.24% per annum, currently \$84.25 per diem, calculated monthly, not in advance together with the Petitioner’s costs on a solicitor own client or special costs basis.
3. A declaration that the Petitioner is entitled to an equitable mortgage charge forming a third mortgage on the Lands and Premises by virtue of a General Security Agreement – Floating Charge on Land dated November 26, 2020 (the “**GSA Equitable Mortgage**”) granted by the NumberCo to the Petitioner; and
  - (a) perfected by registration in the Personal Property Security Registry for the Province of British Columbia on November 19, 2020 under Base Registration Number 605248M; and
  - (b) registered by way of crystallized floating charge against the Lands and Premises in the New Westminster Land Title Office on May 14, 2025 under Charge Number CB2042354.
4. A declaration that the GSA Equitable Mortgage is:
  - (a) a valid and enforceable equitable mortgage charging the Lands and Premises as a third mortgage charge in priority to the interests of the Respondents and each of them; and

- (b) a valid and enforceable security interest charging all of the existing and after-acquired personal property of NumberCo ("**NumberCo's Personal Property**") as a first charge in priority to the interests of the Respondents and each of them.
5. The Petitioner recover judgment against NumberCo in the sum of \$972,371.94 as at September 4, 2025, together with the Petitioner's costs on a solicitor own client or special costs basis.
  6. The Petitioner recover judgment against DSG Homes Ltd. ("**DSG**") in the sum of \$972,371.94 as at September 4, 2025 together with the Petitioner's costs on a solicitor own client or special costs basis pursuant to a guarantee and postponement of claim limited to the amount of \$1,267,250.00 in favour of the Petitioner and signed by DSG on November 26, 2020.
  7. The Petitioner recover judgment against DSG for the Royal Credit Line Agreement (ending in 2525) and Visa account (ending in 6582), in the amount of \$117,527.17 as at September 4, 2025.
  8. The Petitioner recover judgment against the NumberCo in the sum of \$104,606.94 as at September 4, 2025, together with costs on a solicitor and own client basis pursuant to a guarantee and postponement of claim limited to the amount of \$100,000.00 in favour of the Petitioner and signed by NumberCo on November 26, 2020.
  9. A declaration that the General Security Agreement signed by DSG on November 26, 2020 and perfected by registration in the Personal Property Security Registry for the Province of British Columbia on November 19, 2020 under Base Registration No. 605247M (the "**DSG GSA**") is a valid and enforceable security interest charging all of the existing and after-acquired personal property of DSG (collectively with the Lands and Premises and the NumberCo Personal Property the "**Property**") a first charge in priority to the interests of the Respondents and each of them.

10. An Order in the form attached appointing BDO Canada Limited. as receiver of the NumberCo and DSG.

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 Hal Hicks  
 party  lawyer for the Petitioner

By the Court

\_\_\_\_\_  
Registrar

No. S-H-258355  
NEW WESTMINSTER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

RE: AN INDENTURE OF MORTGAGE AND ASSIGNMENT OF RENTS REGISTERED IN THE NEW WESTMINSTER LAND TITLE OFFICE UNDER APPLICATION NUMBERS CA8609508 AND CA8609509 AND A GENERAL SECURITY AGREEMENT REGISTERED IN THE PERSONAL PROPERTY SECURITY REGISTRY FOR THE PROVINCE OF BRITISH COLUMBIA ON NOVEMBER 19, 2020, UNDER BASE REGISTRATION NO. 605247M AND A GENERAL SECURITY AGREEMENT – FLOATING CHARGE ON LAND REGISTERED IN THE PERSONAL PROPERTY SECURITY REGISTRY FOR THE PROVINCE OF BRITISH COLUMBIA ON NOVEMBER 19, 2020 UNDER BASE REGISTRATION NO. 605248M

BETWEEN:

**ROYAL BANK OF CANADA**

PETITIONER

AND:

**1096580 B.C. LTD.  
DSG HOMES LTD.  
DAVINDER SINGH GADAY  
JOGA SINGH  
CANADIAN WESTERN TRUST  
COMPANY  
JOHN DOE (TENANT, IF ANY)  
JANE DOE (TENANT, IF ANY)**

RESPONDENTS

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**ORDER MADE AFTER APPLICATION**

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FILE NO. 067095-0083

GDM/dns

**FULTON & COMPANY LLP**  
Barristers & Solicitors  
300 – 350 Lansdowne Street  
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V2C 1Y1  
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IN THE SUPREME COURT OF BRITISH COLUMBIA

ROYAL BANK OF CANADA

PETITIONER

- and -

1096580 B.C. LTD.  
DSG HOMES LTD.  
DAVINDER SINGH GADAY  
JOGA SINGH  
CANADIAN WESTERN TRUST COMPANY  
JOHN DOE (TENANT, IF ANY)  
JANE DOE (TENANT, IF ANY)

RESPONDENTS

Action No. [REDACTED]  
Estate No. [REDACTED]

IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF  
1096580 B.C. LTD. AND DSG HOMES LTD.

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE )  
 )  
 [REDACTED] JUSTICE [REDACTED] ) September 4, 2025  
 )

ON THE APPLICATION of Petitioner for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the “**LEA**”) appointing BDO Canada Limited as Receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and property of 1096580 B.C. Ltd. and DSG Homes Ltd. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing this day at New Westminster, British Columbia.

AND ON READING the Affidavit #1 of Howard Wang sworn June 5, 2025 and the consent of BDO Canada Limited to act as the Receiver; AND ON HEARING Hal Hicks, Counsel for Royal Bank of Canada and other counsel as listed on Schedule "A" hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

### **APPOINTMENT**

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA BDO Canada Limited is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtor, including all proceeds (the "**Property**").

### **RECEIVER'S POWERS**

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 Debtor, 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 Debtor;
  - (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 Debtor or any part or parts thereof;
  - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting these amounts, including, without limitation, enforcement of any security held by the Debtor;

- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
  - (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 Debtor, for any purpose pursuant to this Order;
  - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
  - (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 Debtor, 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:
    - (i) without the approval of this Court in respect of a single transaction for consideration up to **\$50,000.00**, provided that the aggregate consideration for all such transactions does not exceed **\$100,000.00**; and
    - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,
- and in 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 Debtor;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (t) to file an assignment into bankruptcy under the BIA on behalf of the Debtor at any time, and to act as trustee-in-bankruptcy of the Debtor in respect of such bankruptcy,

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

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

3. Each of (i) the Debtor; (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall

require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

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

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

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

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

8. No Proceeding against or in respect of the Debtor 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 Debtor 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 Debtor and the Receiver.

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

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent

the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

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

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

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

12. 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**

13. Subject to the employees' right to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of

the Debtor, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

## **PERSONAL INFORMATION**

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

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

19. 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**

20. 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, 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.
21. 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. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE RECEIVERSHIP**

23. 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 \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the 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 **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
24. 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. 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. 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. 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 a website to be determined (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 Applicant a demand for notice in the form attached as Schedule B (the “**Demand for Notice**”). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
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, Notice of Application and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
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 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. 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 a trustee in bankruptcy of the Debtor.
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 Applicant 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 Applicant's security or, if not so provided by the Applicant'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 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:

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Signature of Hal Hicks  
lawyer for the Petitioner

BY THE COURT

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DISTRICT REGISTRAR

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

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

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that BDO Canada Limited, the Receiver (the "**Receiver**") of all of the assets, undertakings and properties of 1096580 BC Ltd. acquired for, or used in relation to a business carried on by the Debtor, 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 \_\_\_\_\_, 2025 (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 \$100,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the \_\_\_\_\_ day of each month after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the 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 [REDACTED] day of [REDACTED], 2025.

BDO Canada Limited, solely in its  
capacity as Receiver of the Property, and  
not in its personal capacity

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Per:

Name: Chris Bowra

Title:

**Schedule "B"**

**Demand for Notice**

**TO: Royal Bank of Canada**  
c/o Fulton & Company LLP  
Attention: Hal Hicks  
Email: hhicks@fultonco.com

**AND TO: BDO Canada Limited**  
Attention: Chris Bowra  
Email: cbowra@bdo.ca

**Re: In the matter of the Receivership of 1096580 BC Ltd. and DSG Homes Ltd.**

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. **S-H-258355**  
**NEW WESTMINSTER**  
**REGISTRY**

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IN THE SUPREME COURT OF BRITISH  
COLUMBIA

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BETWEEN:

**ROYAL BANK OF CANADA**

PETITIONER

- and -

**1096580 B.C. LTD.**  
**DSG HOMES LTD.**  
**DAVINDER SINGH GADAY**  
**JOGA SINGH**  
**CANADIAN WESTERN TRUST COMPANY**  
**JOHN DOE (TENANT, IF ANY)**  
**JANE DOE (TENANT, IF ANY)**

RESPONDENTS

AND:

Action No.   
Estate No.

IN THE SUPREME COURT OF BRITISH  
COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF  
1096580 B.C. LTD. AND DSG HOMES LTD.

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**B.C. MODEL RECEIVERSHIP ORDER VERSION**  
**NO. 3, \_\_\_\_\_, 2015**

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No. S-H-258355  
NEW WESTMINSTER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

RE: AN INDENTURE OF MORTGAGE AND ASSIGNMENT OF RENTS REGISTERED IN THE NEW WESTMINSTER LAND TITLE OFFICE UNDER APPLICATION NUMBERS CA8609508 AND CA8609509 AND A GENERAL SECURITY AGREEMENT REGISTERED IN THE PERSONAL PROPERTY SECURITY REGISTRY FOR THE PROVINCE OF BRITISH COLUMBIA ON NOVEMBER 19, 2020, UNDER BASE REGISTRATION NO. 605247M AND A GENERAL SECURITY AGREEMENT – FLOATING CHARGE ON LAND REGISTERED IN THE PERSONAL PROPERTY SECURITY REGISTRY FOR THE PROVINCE OF BRITISH COLUMBIA ON NOVEMBER 19, 2020 UNDER BASE REGISTRATION NO. 605248M

BETWEEN:

**ROYAL BANK OF CANADA**

PETITIONER

AND:

**1096580 B.C. LTD.  
DSG HOMES LTD.  
DAVINDER SINGH GADAY  
JOGA SINGH  
CANADIAN WESTERN TRUST COMPANY  
JOHN DOE (TENANT, IF ANY)  
JANE DOE (TENANT, IF ANY)**

RESPONDENTS

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**NOTICE OF APPLICATION**

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FILE NO. 067095-0083

GDM/dns

**FULTON & COMPANY LLP**  
Lawyers & Trade-mark Agents  
300 – 350 Lansdowne Street  
Kamloops, B.C.  
V2C 1Y1  
Phone: (250) 372-5542