

This is the 2nd affidavit of Jennifer Alambre in this case and was made on February 23, 2024

> No. 240358 Vancouver Registry

# IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

## NATIONAL BANK OF CANADA

PETITIONER

AND

# 1326 MANN FARM INC., K P DRYWALL LTD., 13 MANN FARMS B.C. LTD., and DYKE VALLEY BERRY FARMS LTD.

RESPONDENTS

## **AFFIDAVIT**

- I, Jennifer Alambre, of the City of Vancouver, in the Province of B.C., legal assistant, SWEAR THAT:
- 1. I am a legal assistant at Blake, Cassels & Graydon LLP, counsel for the National Bank of Canada (the "Bank"), the petitioner in this proceeding, and as such I have personal knowledge of the matters deposed to in this affidavit, except where I depose to a matter based on information from an informant I identify, in which case I believe that both the information from the informant and the resulting statement are true.
- 2. I swear this affidavit in support of a petition filed by the Bank in this action seeking, among other things, orders appointing a receiver over the assets and undertakings of the respondent, 1326 Mann Farm Inc. ("Mann Farm").
  - (a) Attached as Exhibit "A" are true copies of letters dated January 30, 2024 sent by courier to the registered offices of Vault Credit Corporation, Farm Credit Canada, VW Credit Canada, John Deere Financial Inc., Kubota Canada Ltd., TD Auto Finance Canada Inc., and the addressed listed in the personal property registry for Royal Bank of Canada which enclosed copies of the Petition dated January 18,

2024, Affidavit #1 of Jennifer Alambre made December 4, 2023, and Affidavit #1 of Erin Welte made December 4, 2023;

- (b) Attached as **Exhibit** "B" is a true copy of an email and attached letter from Diana Ortis of Vault Credit Corporation dated February 1, 2024;
- (c) Attached as **Exhibit "C"** is a true copy of an email and attached letter from Melissa Taylor as counsel for Farm Credit Canada dated February 2, 2024;
- (d) Attached as Exhibit "D" is a true copy of an email and attached registration confirmation from the Operations Support Representative of VW Credit Canada, Inc. dated February 7, 2024;
- (e) Attached as **Exhibit "E"** is a true copy of an email from Warda Ali of John Deere Financial Inc. dated February 14, 2024;
- (f) Attached as **Exhibit** "F" are true copies of proof of delivery of the letters appended as Exhibit A; and
- (g) Attached as **Exhibit "G"** is a true copy of a City of Abbotsford Property Tax Certificate dated August 29, 2024 and February 21, 2024 for the property with civic address of 8201 Dyke Road.

SWORN BEFORE ME at Vancouver, B.C. on February 23, 2024

A Commissioner for taking Affidavits for British Columbia

\_\_\_

Jennifer Alambre

DANNY URQUHART

Barrister & Soliction

BLAKE, CASSELS & GRAYDON LLP

1133 Melville Street

Suite 3500, The Stack

Sulte 3500, The Stack Vancouver, B.C. V6E 4E5 604-631-3326 This is **Exhibit** "A" referred to in the Affidavit of Jennifer Alambre made before me at Vancouver, British Columbia, this 23<sup>rd</sup> day of February, 2024.

A Commissioner for the taking of Affidavits for British Columbia

Blake, Cassels & Graydon LLP Barristers & Solicitors Patent & Trademark Agents 1133 Melville Street Suite 3500, The Stack Vancouver, B.C. V6E 4E5 Canada Tel: 604-631-3300 Fax: 604-631-3309

**Danny Urquhart** 

Associate Dir: 604-631-3326

danny.urquhart@blakes.com

Reference: 30237/388

January 30, 2024

VIA COURIER

Vault Credit Corporation 41 Scarsdale Road, Unit 5 Toronto, ON M3B 2R2

RE: National Bank of Canada v. 1326 Mann Farms; SCBC Action No. 240358, Vancouver Registry

Dear Sirs/Mesdames:

Please find attached a courtesy copy of court materials seeking to appoint a receiver over the property and undertakings of 13 Mann Farms BC Ltd., 1326 Mann Farm Inc., Dyke Valley Berry Farms Ltd., and K P Drywall Ltd.

We understand that Vault Credit Corporation may be a secured creditor of one or more of the abovenamed entities according to recent personal property searches. Vault Credit Corporation has not been named as a respondent to the proceedings. However, we deliver these materials upon you to give you an opportunity to review the relief sought and determine whether you will seek to participate in the court proceedings.

Please confirm receipt of this correspondence on behalf of Vault Credit Corporation by email confirmation to the undersigned at danny.urquhart@blakes.com.

Yours truly,

Danny Urquhart

Encs.

1391-3217-3321

NEW YORK

Blake, Cassels & Graydon LLP Barristers & Solicitors Patent & Trademark Agents 1133 Melville Street Suite 3500, The Stack Vancouver, B.C. V6E 4E5 Canada Tel: 604-631-3300 Fax: 604-631-3309

January 30, 2024

Danny Urquhart

Associate Dir: 604-631-3326

danny.urquhart@blakes.com

Reference: 30237/388

VIA COURIER

Farm Credit Canada 12040 – 149 Street, N.W. Edmonton, AB T5V 1P2

> 1800 Hamilton Street Regina, SK S4P 4K7

RE: National Bank of Canada v. 1326 Mann Farms; SCBC Action No. 240358, Vancouver Registry

Dear Sirs/Mesdames:

Please find attached a courtesy copy of court materials seeking to appoint a receiver over the property and undertakings of 13 Mann Farms BC Ltd., 1326 Mann Farm Inc., Dyke Valley Berry Farms Ltd., and K P Drywall Ltd.

We understand that Farm Credit Canada may be a secured creditor of one or more of the above-named entities according to recent personal property searches. Farm Credit Canada has not been named as a respondent to the proceedings. However, we deliver these materials upon you to give you an opportunity to review the relief sought and determine whether you will seek to participate in the court proceedings.

Please confirm receipt of this correspondence on behalf of Farm Credit Canada by email confirmation to the undersigned at danny.urquhart@blakes.com.

Yours truly,

Danny Urquhart

Encs.

1391-3217-3321

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**Danny Urguhart** 

Associate

Dir: 604-631-3326

danny.urquhart@blakes.com

Reference: 30237/388

January 30, 2024

VIA COURIER

VW Credit Canada Inc. 4865 Marc-Blain St., Suite 300 St-Laurent, QC H4R 3B2

> 1340 Pickering Parkway, Suite 500 Pickering ON L1V 0C4

RE: National Bank of Canada v. 1326 Mann Farms: SCBC Action No. 240358, Vancouver Registry

Dear Sirs/Mesdames:

Please find attached a courtesy copy of court materials seeking to appoint a receiver over the property and undertakings of 13 Mann Farms BC Ltd., 1326 Mann Farm Inc., Dyke Valley Berry Farms Ltd., and K P Drywall Ltd.

We understand that VW Credit Canada Inc. may be a secured creditor of one or more of the abovenamed entities according to recent personal property searches. VW Credit Canada Inc. has not been named as a respondent to the proceedings. However, we deliver these materials upon you to give you an opportunity to review the relief sought and determine whether you will seek to participate in the court proceedings.

Please confirm receipt of this correspondence on behalf of VW Credit Canada Inc. by email confirmation to the undersigned at danny.urquhart@blakes.com.

Yours truly,

Danny Urquhart

Encs.

1391-3217-3321

**NEW YORK** 

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January 30, 2024

**Danny Urquhart** 

Associate Dir: 604-631-3326

danny.urquhart@blakes.com

Reference: 30237/388

VIA COURIER

John Deere Financial Inc. 3430 Superior Court Oakville, ON L6L 0C4

> 295 Hunter Road PO Box 1000 Grimsby ON L3M 4H5

RE: National Bank of Canada v. 1326 Mann Farms; SCBC Action No. 240358, Vancouver Registry

Dear Sirs/Mesdames:

Please find attached a courtesy copy of court materials seeking to appoint a receiver over the property and undertakings of 13 Mann Farms BC Ltd., 1326 Mann Farm Inc., Dyke Valley Berry Farms Ltd., and K P Drywall Ltd.

We understand that John Deere Financial Inc. may be a secured creditor of one or more of the abovenamed entities according to recent personal property searches. John Deere Financial Inc. has not been named as a respondent to the proceedings. However, we deliver these materials upon you to give you an opportunity to review the relief sought and determine whether you will seek to participate in the court proceedings.

Please confirm receipt of this correspondence on behalf of John Deere Financial Inc. by email confirmation to the undersigned at danny.urquhart@blakes.com.

Yours truly,

Danny Urquhart

Encs.

1391-3217-3321

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**Danny Urquhart** 

Associate

Dir: 604-631-3326 danny.urquhart@blakes.com

Reference: 30237/388

January 30, 2024

**VIA COURIER** 

Kubota Canada Ltd. 5900 14<sup>th</sup> Avenue Markham, ON L3S 4K4

> 1155 Kubota Drive Pickering, ON L1X 0H4

RE: National Bank of Canada v. 1326 Mann Farms; SCBC Action No. 240358, Vancouver Registry

Dear Sirs/Mesdames:

Please find attached a courtesy copy of court materials seeking to appoint a receiver over the property and undertakings of 13 Mann Farms BC Ltd., 1326 Mann Farm Inc., Dyke Valley Berry Farms Ltd., and K P Drywall Ltd.

We understand that Kubota Canada Ltd. may be a secured creditor of one or more of the above-named entities according to recent personal property searches. Kubota Canada Ltd. has not been named as a respondent to the proceedings. However, we deliver these materials upon you to give you an opportunity to review the relief sought and determine whether you will seek to participate in the court proceedings.

Please confirm receipt of this correspondence on behalf of Kubota Canada Ltd. by email confirmation to the undersigned at danny.urquhart@blakes.com.

Yours truly,

Danny Urquhart

Encs.

1391-3217-3321

Blake, Cassels & Gravdon LLP Barristers & Solicitors Patent & Trademark Agents 1133 Melville Street Suite 3500. The Stack Vancouver, B.C. V6E 4E5 Canada Tel: 604-631-3300 Fax: 604-631-3309

Danny Urquhart

Associate

Dir: 604-631-3326 danny.urquhart@blakes.com

Reference: 30237/388

January 30, 2024

**VIA COURIER** 

TD Auto Finance (Canada) Inc. 66 Wellington Street West 15th Floor Toronto, ON M5K 1A2

RE: National Bank of Canada v. 1326 Mann Farms; SCBC Action No. 240358, Vancouver Registry

Dear Sirs/Mesdames:

Please find attached a courtesy copy of court materials seeking to appoint a receiver over the property and undertakings of 13 Mann Farms BC Ltd., 1326 Mann Farm Inc., Dyke Valley Berry Farms Ltd., and K P Drywall Ltd.

We understand that TD Auto Finance (Canada) Inc. may be a secured creditor of one or more of the above-named entities according to recent personal property searches. TD Auto Finance (Canada) Inc. has not been named as a respondent to the proceedings. However, we deliver these materials upon you to give you an opportunity to review the relief sought and determine whether you will seek to participate in the court proceedings.

Please confirm receipt of this correspondence on behalf of TD Auto Finance (Canada) Inc. by email confirmation to the undersigned at danny.urquhart@blakes.com.

Yours truly,

Danny Urguhart

Encs.

1391-3217-3321

NEW YORK

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Danny Urquhart

Associate

Dir: 604-631-3326 danny.urquhart@blakes.com

Reference: 30237/388

January 30, 2024

**VIA COURIER** 

Royal Bank of Canada 10 York Mills Road, 3<sup>rd</sup> Floor Toronto, ON M2P 0A2

RE: National Bank of Canada v. 1326 Mann Farms; SCBC Action No. 240358, Vancouver Registry

Dear Sirs/Mesdames:

Please find attached a courtesy copy of court materials seeking to appoint a receiver over the property and undertakings of 13 Mann Farms BC Ltd., 1326 Mann Farm Inc., Dyke Valley Berry Farms Ltd., and K P Drywall Ltd.

We understand that Royal Bank of Canada may be a secured creditor of one or more of the abovenamed entities according to recent personal property searches. Royal Bank of Canada has not been named as a respondent to the proceedings. However, we deliver these materials upon you to give you an opportunity to review the relief sought and determine whether you will seek to participate in the court proceedings.

Please confirm receipt of this correspondence on behalf of Royal Bank of Canada by email confirmation to the undersigned at danny.urquhart@blakes.com.

Yours truly.

Danny Urquhart

Encs.

1391-3217-3321

NEW YORK

This is **Exhibit "B"** referred to in the Affidavit of Jennifer Alambre made before me at Vancouver, British Columbia, this 23<sup>rd</sup> day of February, 2024.

A Commissioner for the taking of Affidavits for British Columbia

## Alambre, Jennifer

From: Sent: Diana Ortis <dortis@vaultcredit.ca> Thursday, February 1, 2024 11:39 AM

To:

Urquhart, Danny

**Subject:** 

Vault Credit Corporation & 13 Mann Farms BC Ltd.

Attachments:

Lease 222057- 13 Mann Farms - Agreement, PPSA & Statement.pdf

Follow Up Flag:

Follow up Completed

Flag Status:

# • External Email | Courrier électronique externe •

Good afternoon, Danny,

Confirming receipt of your notice regarding 13 Mann Farms BC Ltd. I've attached our lease agreement, PPSA and statement of account for your reference. Can you kindly confirm whether lease payments will be maintained?

With thanks, Diana Ortis



## **Vault Credit Corporation**

5-41 Scarsdale Rd.

Toronto, Ontario, M3B 2R2

E.: dortis@vaultcredit.ca

P.: 416-499-8466 ext 275

D.: 647-577-2497 F.: 416-499-6200

# Blue Chip Leasing Corporation has amalgamated with Vault Credit Corporation effective October 1, 2022 <u>E.&O.E.</u>

This e-mail and any attachments may be confidential and is intended to be received and reviewed only by the intended recipient. If you are not the intended recipient, any use, distribution or copying of the information contained in this email or any attachments is unauthorized. If you received this email in error, please notify the sender immediately by return email and delete this email and any attachments from your system.



#803-938 Howe St. Vancouver BC V6Z 1N9 Tel: (855) 465-8896 Email: admin@quipfinance.com

## LEASE CONTRACT

e: 13 Mann Far Kaur Mann	ms BC Ltd. & Gurme	Address: 12101 84 Ave., Surrey BC V3W 3G4			
			Contact: Gurmeet Singh Mann	Telephone #: (604) 720-4036	
•		n necessary,	Fax #:	E-Mail Address: gurmeet.mann13@yahoo.com	
Please see attached Equipment Schedule which forms an integral part of this lease agreement.			Location of Equipment: 12101 84 Ave., Surrey BC V3W 3G4		
Payment Frequency	Total No. of Rental Payments	Periodic Rent Amount (plus applicable taxes)	Purchase Option Date	Option Price: \$1,500.00	
Monthly	40	\$483.95@40	The End of the Term's 36 <sup>th</sup> Calendar Month.		
	Description (Inc Add a separate d LCF 3FRML5: ttached Equipme ent. Payment Frequency	Description (Include Quantity, Make, Add a separate equipment schedule d LCF 3FRML55Z07V479196 stached Equipment Schedule which for ent.  Payment Total No. of Frequency Rental Payments	Description (Include Quantity, Make, Model, and Serial Add a separate equipment schedule if necessary)  d LCF 3FRML55Z07V479196  ttached Equipment Schedule which forms an integral part of this tent.  Payment Frequency  Total No. of Rental Payments  (plus applicable taxes)	Contact: Gurmeet Singh Mann  Contact: Gurmeet Singh Mann  Fax #:  Location of Equipment: 12  Payment Frequency Monthly  40  Periodic Rent Amount (plus applicable taxes)  Monthly  Contact: Gurmeet Singh Mann  Fax #:  Location of Equipment: 12  Purchase Option Date The End of the Term's	

## **TERMS AND CONDITIONS**

Capitalized words not defined in these terms and conditions of this lease contract ("Lease") refer to terms described above. "You" means the Lessee named above (or each of the Lessees if more than one lessee is named in this Lease). "Lessor", "We " and "us" means Vault Credit Corporation

- 1. Rent and Term: You agree to lease the Equipment, together with all affixed parts and accessories from us during the Term for the Rent and subject to the terms of this Lease. The Term of this Lease begins on the Lease Commencement Date to be established by us when we accept the Lease, but shall be no earlier than the date the Equipment is delivered to you unless Lessee directs otherwise in writing. You will also pay partial Rent for the period between the release of funds to the supplier or the delivery date of the Equipment and the due date of the first Rent payment. All Rent payments are payable in advance on the first day of each month (or other payment period) during the Term. Your receipt of our invoice is not a condition of your obligation to pay Rent or other charges when due. You will make all payments required to be made under this Lease without deduction or set-off and regardless of any defence or counterclaim that you may have and you hereby waive any and all rights of set-off which may exist now or in the future.
- 2. Pre-Authorized Payment Plan: You authorize us to periodically draw payments from your bank account (whether it continues to be maintained at the current location or at another branch of the bank) to pay the Rent and all other amounts due under this Lease. You will immediately notify us in writing of any change in your bank account. You have attached a sample cheque marked 'void' or provided us with your bank account information. If we waive this requirement, then you agree to pay a service charge for other payment methods. You may change or cancel this authorization at any time on 10 days written notice to us. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this authorization. To obtain more information on your recourse rights, to obtain a sample cancellation form and for information on your right to cancel an authorization, contact your financial institution or visit www.payments.ca.
- 3. Sales Tax: You will pay provincial sales tax, goods and services tax and/or harmonized sales tax and all other taxes applicable to the Equipment and this Lease

- 4. Non-Cancelable: This Lease cannot be cancelled by you during the Term for any reason, including equipment failure, loss or damage. You may not revoke acceptance of the Equipment. You acknowledge that you selected the Equipment and the Equipment supplier. We purchased the Equipment at your request and on your instructions. We are not responsible for equipment failure or Equipment supplier or manufacturer's acts.
- 5. No Warranties: You are leasing the Equipment "as is". We do not make any warranty or representation whatsoever with respect to the Equipment, including, without limitation as to the durability, quality, condition or suitability of the Equipment for your purposes. We shall not be liable to you for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage whatsoever and however caused. Where permitted, we assign all manufacturer's and supplier's warranties to you during the Term.
- 6. Use: You certify to us that the Equipment will be used solely for business purposes and not for personal or household purposes. You agree to keep the Equipment, at your cost in good repair and working order and pay all costs relating to the use and operation of the Equipment so that the Rent paid to us is absolutely net. If the Equipment is licensed, you agree to register, at your own expense, the Equipment in the name of the Lessor and to provide evidence of such license to the Lessor. Equipment shall remain personal property and shall not in any manner be affixed or attached to any lands or buildings without our prior written consent. You may not move the Equipment from the Location stated above or alter the Equipment in any manner without our prior written consent. Any replacements, alterations or improvements to the Equipment require approval in writing by the Lessor and will form part of the Equipment and immediately become the property Lessor. You may not permit any lien or encumbrance to be created against the Equipment. You will return the Equipment to us, on the termination of this Lease, at your cost and to a location directed by us, in the same condition as it was delivered, ordinary wear and tear excepted. If

the Equipment is not returned to us at the end of the Term, then, provided that you have complied with all other terms of this Lease, this Lease shall be automatically renewed on a month to month basis.

# SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

Name	13 Mansidrames BC Ltd.
Signature	Rurmeet
Name	6C36BD90C70E4A0
Title	017
	Complete only if Lessee is a corporation. I have authority to bind the Corporation.
Name	Mann
Signature	Rurment
	6C36BD90C70E4A0
Name	Shindsmal Kaur Mann
Signature	Shinderpal Laur Mann
	3B4BCAA6E51748A
For Office	Use Only
Accepted E	By Lessor
Bv:	().()

For Office Use Only	
Accepted By Lessor By:	94
Date of Acceptance:	March 11, 2021
Lease Contract	
Commencement	
Date:	
No. of Attachments:	
Lease Contract No:	222057

#### TERMS AND CONDITIONS CONTINUED FROM PAGE 1

7. Loss, Damage and Insurance: You shall, at your own expense, place and maintain with insurers acceptable to us: (a) comprehensive all risks insurance on the Equipment for its full replacement value, such insurance to include: (i) us as additional insured. (ii) a loss payable clause in favor of us as first payee, and (iii) a waiver of subrogation in our favor; and (b) general public liability and property damage insurance with limits of liability equal to at least \$2,000,000 per occurrence (or such amounts as we may require from time to time). If the Equipment is plated self- propelled, a trailer and or vehicle, the Lessee agrees to effect and maintain a Standard Automobile Policy (Owner's Form) including O.P.C.F./S.E.F. No. 5-Permission to Rent or Lease Endorsement in the name of the Lessor with respect to the Equipment detailed in the Lease Standard Owner's Form will require (i) third party liability coverage in the minimum amount of \$2,000,000 (or such amounts as we may require from time to time) for loss or damage resulting from bodily injury to or the death of one or more persons, and (ii) standard accident benefits for death or bodily injury and uninsured motorist (with \$1,000,000 minimum coverage for each person), and (iii) all perils, collision or upset separately, or comprehensive coverage, with a maximum deductible of \$1,000,00 for each occurrence. Our interest as additional insured shall not be invalidated or otherwise affected by any act or omission, deliberate, negligent or otherwise, of Lessee or its agents, or employees (such as a "standard mortgagee clause"). We may elect to have all proceeds of Loss payable only to ourselves. In the event of damage amounting to actual or constructive total loss of the Equipment, we shall be entitled to retain from all insurance proceeds an amount equal to the total amount payable to us by you hereunder as Liquidated Damages defined as the remaining Rental Payments payable from the date of payment by you to us of insurance proceeds to the end of the Term or, if applicable, any renewal thereof. You agree to deliver or cause to be delivered to the Lessor:(i) within the 30 day period immediately following the date of delivery of the Equipment such insurance policy and any endorsements certificates thereto and (ii) within the 15 day period following the expiry or termination date of such policy, written evidence of renewal or replacement of such policy. If you do not give us proof of insurance, we may (but are not obligated to) obtain insurance coverage to protect our interest in the Equipment and you will pay us a monthly asset protection fee for this

8. Purchase Option: If you comply with all the terms of this Lease, you will have an option to purchase the Equipment, "as is, where is", on the Purchase Option Date for the Purchase Price. If the Purchase Price is "Fair Market Value", then the Purchase Price shall be the fair market value of the Equipment, as determined by us, on the Option Date. You must notify us in writing at least 60 days before the Option Date, but no earlier than 90 days if you intend to exercise the Purchase Option and you must pay the Purchase Price, plus applicable taxes, at least 30 days before the Option Date. If the required notice and payment are not received by us by the specified dates, the Purchase Option and your right to purchase the Equipment will terminate.

9. Assignment: You agree not to assign this Lease or transfer, sublease, encumber or give up possession of the Equipment without our prior written consent. If we consent, you agree to pay an assignment fee of \$175 or our actual administrative costs whichever is greater. You consent to the assignment of our interest in this Lease and the Equipment to a third party and the disclosure of personal information provided by you (if any), to the assignee and the assignee's collection and use thereof, without us giving you further notice. Any assignee of our interest will be entitled to enforce all of the Lessor's rights under this Lease, but shall have no liability to perform any obligations under this

Lease. You agree not to assert against any assignee any claim by way of abatement, defense, set-off, compensation, counterclaim or the like which you may have against the original Lessor.

10. Late Charges and Administration Fees: If any payment of Rent or other sum payable under this Lease is late, you will pay a late fee of \$10 for each month or partial month during which the payment is unpaid plus interest at the rate of 24% per annum, calculated monthly. You will also pay a returned cheque charge for any dishonoured cheque or preauthorized payment. You agree to pay all other reasonable administrative fees charged by us to our lessees generally.

11. Default: If: (1) you fail to pay any Rent or other sum payable under this Lease when due; (2) you fail to comply with any other term of this Lease; (3) you default under any other agreement with us; (4) any representation made by you to us in connection with obtaining this Lease is or becomes untrue; (5) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (6) you make any assignment for the benefit of your creditors, vou become insolvent, commit any act of bankruptcy, cease or threaten to cease to do business as a going concern or seek any arrangement or compromise with your creditors; (7) any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against you or your property; or (8) we believe, acting reasonably and in good faith, that the prospect of payment to us under this Lease is impaired; then, all Rent and any other payments to the end of the Term shall immediately become due and payable on demand together with all unpaid and accrued interest on such amount, calculated and compounded at the rate of 2% per month compounded monthly. You will immediately deliver the Equipment to us, at your own expense. We may, without notice and without resort to legal process, take immediate possession of the Equipment. We may enter the premises where the Equipment is located without incurring any liability to you. If the Equipment is recovered, we will sell the Equipment in a commercially reasonable manner and you will remain liable for any loss and deficiency resulting from the termination of the Lease. You shall pay our costs of collection, repossession, repair and sale of the Equipment and of the enforcement of our rights, including legal costs on a solicitor-client basis. Our remedies shall be cumulative and not alternative. 12. Miscellaneous: You consent to the collection, use and disclosure of all your personal information disclosed to us in this form, in the application process or in the ongoing administration of this Lease. We will only collect, use or disclose your personal information for the following purposes: (i) to identify and contact you or to perform any other necessary functions relating to the administration of this Lease, (ii) to assess your creditworthiness from time to time, which may involve the disclosure of your personal information to third parties such as credit bureaus and the collection of reports about your financial and credit position from third parties, (iii) in order to investigate or complete the financing or sale of all or part of our business, including factoring or securitization of any portion of our leasing portfolio, we may disclose your personal information to third parties, including financial institutions such as banks and our other service providers such as accounting or legal advisors, (iv) to send you information about related products or services that may be offered by us or our affiliated companies, or (v) for any purpose for which your consent is not required under applicable laws. You may withdraw at any time your consent to purpose (iv) above by contacting the Lessor. A facsimile or a PDF type format copy of this Lease will be treated as an original and will be admissible as evidence of this Lease. Time shall be of the essence of this Lease. Unless executed in the province of Quebec, this Lease shall be governed by the laws of Ontario or, at the option of the Lessor, the province in which the use of the Equipment was originally intended and Lessee hereby attorns to the jurisdiction

of such Province as the Lessor selects. In the case that the Equipment is located in the Province of Quebec, Lessor will institute proceedings in that Province under the laws of Quebec and it is agreed that any dispute that may be brought in the Province of Quebec shall be heard in the Court of competent jurisdiction in the Judicial District of Montreal. regardless of where the Lessee resides. If the Lease is executed in Quebec, it will be governed by Sections 1842 to 1850 inclusively of the Civil Code of Quebec. This Lease constitutes a leasing as defined in the Civil Code of Quebec. You will allow us access to the Equipment for inspection during the Term. To the extent permitted by law you waive the provisions of the Limitation of Civil Rights Act of Saskatchewan, if applicable. The parties have expressly requested that this Lease be written in English. Les parties aux presentes ont expressement requis que le Credit-Bail soit redige en anglais. This Lease shall not become binding upon us until accepted by us. This Lease is binding on your heirs, executors, administrators, successors and permitted assigns. If more than one lessee is named in this Lease, the liability of each lessee shall be joint and several (solidarily in Quebec). If the lessee is an individual, you acknowledge that you are not a consumer and that the Equipment is not a "consumer good" within the meaning of any consumer legislation of the province in which the use of the Equipment was originally intended. Lessor is authorized by Lessee to complete or correct this Lease, even though previously signed by Lessee, by the insertion of correction of serial numbers, make/model numbers and/or other identifying references to the Equipment and by adjustments and/or corrections deemed by Lessor to be clerical in nature. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Lease, and that Lessor shall be entitled to unilaterally correct same. This Lease constitutes the entire agreement between you and us as Lessee and You acknowledge that the Equipment supplier or its sales representatives or any lease broker, are not our agents and are not authorized to waive or change the terms of the Lease or act on our behalf. We are the sole owners of the Equipment at all times during the Term. You waive the delivery of a copy of any financing statement registered in respect of this Lease. Where permitted, we grant to you and you accept a non-transferable and nonexclusive license to use any software referred in this Lease with the Equipment. You may not alter such software and will not copy, disclose or make such software available to any other person without our prior written consent.

By signing this Lease, you, as Lessee agree to the terms and conditions of this Lease and certify that all Equipment has been delivered, is fully installed and is in good operating order. You, as Lessee unconditionally accept the Equipment and request that we, as Lessor accept and commence this Lease and pay the supplier of the Equipment. Each of the undersigned affirms that they are duly authorized to execute this Lease

Initial	13 Mann Farms BC Ltd.	
Initial	SurrReet Singh Mann	
Initial	Shinderpal Kaur Mann	

Lease Contract No: 222057

## 

File Number:

3412746 222057

Registration Type: Registration #:

Lien 822809M

Registration Date: Service Province: Term (years): Amount of Lien: 2021-03-11 BC

4

Amount of Lien: Lien Expiry Date: Requester: N/A 2025-03-11 Vault Importer

## Secured Parties:

VAULT CREDIT CORPORATION 41 Scarsdale Road, Suite 5 Toronto, ON, M3B2R2, CA

VAULT CREDIT CORPORATION 41 SCARSDALE ROAD UNIT 5 TORONTO, ON, M3B2R2, CA

#### Debtors:

13 MANN FARMS BC LTD. 12101 84 AVE SURREY, BC, V3W3G4, CA

13 MANN FARMS B.C. LTD. 12101 84 AVE SURREY, BC, V3W3G4, CA

GURMEET SINGH MANN ( 1975-03-13 ) 12101 84 AVE SURREY, BC, V3W3G4, CA

GURMEET MANN ( 1975-03-13 ) 12101 84 AVE SURREY, BC, V3W3G4, CA

GURMEETSING MANN ( 1975-03-13 ) 12101 84 AVE SURREY, BC, V3W3G4, CA

GURMEET SIN MANN ( 1975-03-13 ) 12101 84 AVE SURREY, BC, V3W3G4, CA

SHINDERPAL KAUR MANN ( 1970-05-21 )

2/1/24, 12:42 PM 13372 62 AVE SURREY, BC, V3X2J2, CA

SHINDERPAL MANN ( 1970-05-21 ) 13372 62 AVE SURREY, BC, V3X2J2, CA

SHINDERPAL KAUR MANN ( 1970-05-21 ) 12101 84 AVE SURREY, BC, V3W3G4, CA

SHINDERPAL MANN ( 1970-05-21 ) 12101 84 AVE SURREY, BC, V3W3G4, CA

#### Assets:

#### General Collateral:

ONE 2007 FORD LCF VIN 3FRML55Z07V479196, TOGETHER WITH ALL GOODS OF EVERY NATURE OR KIND, FINANCED BY THE SECURED PARTY TO THE DEBTOR AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ANY AND ALL PAST, PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT). RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

<u>Type</u>	Serial No.	<u>Year</u>	<u>Make</u>	<u>Mode</u>
Motor Vehicle	3FRML55Z07V479196	2007	FORD	LCF

E	ND	OF	REPORT	
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This electronic Report On Registration is created by ESC Corporate Services Ltd. with pertinent data taken from the Verification Statement received from the Provincial Registry Database at the time of registration. A formal and physical certificate of registration for the lien can be obtained from the Provincial Property Registry upon the secured party's or the secured party's authorized registry agent's request.



## SCHEDULE A

Today's Date: Last payment made: Bankruptcy/Proposal Date:

TOTAL DUE

February 1, 2024 Monday, January 01, 2024

Lessee:	
Customer ID:	
Contract number:	
Lease Term:	
Number of payments made:	
Number of payments remaining:	
Monthly payment amount due:	
Balance remaining due(net):	
PST/HST/GST:	BC
Sub-total:	
Title transfer fee:	
Taxes on title transfer fee:	ВС
Sub-total:	

	13 Ma	ann Farms BC Ltd. & Gurmeet Singh	Mann &
		Shinderpal Kaur Mann	
		A356215	
		222057	
		40	
		35	
		5	
	\$		483.95
	\$		2,419.75
12%	\$		290.37
	\$		2,710.12
	\$		150.00
12%	\$		18.00
	\$		2,878.12

2,878.12

\*\*\*Subject to

01-Jan-24

rental paid\*\*\*

E.&O.E.

This is **Exhibit** "C" referred to in the Affidavit of Jennifer Alambre made before me at Vancouver, British Columbia, this 23<sup>rd</sup> day of February, 2024.

A Commissioner for the taking of Affidavits for British Columbia

# Alambre, Jennifer

From:

Melissa S. Taylor < MTaylor@bakernewby.com>

Sent:

Friday, February 2, 2024 4:09 PM

To: Cc: Urquhart, Danny Adnan N. Habib

Subject:

National Bank of Canada v.1326 Mann Farm Inc. et al. (Our client: Farm Credit Canada)

**Attachments:** 

2024-02-02 - LT Urguhart - advise of involvement.pdf

# • External Email | Courrier électronique externe •

Good afternoon,

Please see Mr. Habib's attached letter of today's date regarding the above-noted matter.

Yours truly,



## Melissa S. Taylor

Legal Assistant to Adnan N. Habib

em. MTaylor@bakernewby.com

ph. 1.604.852.3646 fax. 1.604.852.5194 w. <u>bakernewby.com</u>

200 - 2955 Gladwin Rd, Abbotsford BC V2T 5T4



We acknowledge that we are honoured to live and work on the traditional, ancestral and unceded territory of the Stó:lō Coast Salish peoples.

We ask that you kindly forward all correspondence and documentation via email or CD/USB. Please note we do not accept service of all documents via email. Please check with the lawyer prior to serving records and reports via email. We appreciate your assistance in this regard. Please consider the environment before printing this email message.

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Laurence R. Stinson, K.C. David M. Renwick, K.C.\* Adnan N. Habib\* Jessie N. Ramsav\* Lori H. Lam Joshua M. Vissia

Todd C. Harvev\* Benjamin J. Lorimer\* Pamela Bakshi Jason Sangha Erika C. Wiebe Associate Counsel: W. Laurence Scott, K.C.

W. Martin Finch, K.C.\* Cristen L. Gleeson, K.C.\* Jesse A. Kasprow\* Thomas J. Mueller Andrew K. Kim

Trevin B. Rogers\* Jordan A. Forsyth\* Jason R. Filek Komal K. Gill Lauren R. Kempers

\*Personal Law Corporation

February 2, 2024

Reply to: Our File No. Email:

53461-78 ahabib@bakernewby.com

Adnan N. Habib

## VIA EMAIL

Blake, Cassels & Graydon LLP Barristers & Solicitors Suite 3500-1133 Melville Street Vancouver, BC V6E 4E5

Attention: Danny Urquhart

Dear Sir:

Re: National Bank of Canada v. 1326 Mann Farm Inc. et al.

SCBC Action No. 240358 (Vancouver Registry)

We are the lawyers for Farm Credit Canada.

We write in response to your letter of January 30, 2024 to advise that we are in the process of reviewing your materials and determining whether our client should participate in the above-noted proceedings.

Yours very truly,

BAKER NEWBY LLP

Adnan N. Habib

ANH/mst

cc: client (via email)

This is **Exhibit "D"** referred to in the Affidavit of Jennifer Alambre made before me at Vancouver, British Columbia, this 23<sup>rd</sup> day of February, 2024.

A Commissioner for the taking of Affidavits for British Columbia

# Alambre, Jennifer

From:

VCI - Customer Care-MSC <vciccmsc@vwcredit.com>

Sent:

Wednesday, February 7, 2024 7:22 AM

To:

Urquhart, Danny

Subject:

VW Credit Canada, Inc. WA1LAAF76JD030788

Attachments:

Registration\_Confirmation[d6f89f27884e472c811d1d6af74b237c].pdf

# • External Email | Courrier électronique externe •

Good day,

Further to your recent request received by mail, please see attached our PPSA confirmation letter.

Kind regards,

### Iness

Operations Support Representative Representante, Soutien aux Opérations

Credit VW Canada, Inc. / VW Credit Canada, Inc.

T: 1.800.668.8224 www.audifinance.ca www.volkswagenplus.ca

VW Credit Canada, Inc. is also known as Volkswagen Finance and Audi Finance Crédit VW Canada, Inc. est également connue sous Volkswagen Finance et Audi Finance **Audi Finance** 500-1340 Pickering Pky Pickering, Ontario L1V 0C4



February 7, 2024

National Bank of Canada

Re: Buyer Name:

Vehicle Description:

K P. Drywall Ltd ("The Debtor") 2018 Audi Q7 ("The Collateral") WA1LAAF76]D030788

Identification Number: File Number:

N/A

To whom it may concern,

We have made a *Personal Property Security Act* registration in the Province of British Columbia against "The Debtor" under registration number 201313N. This registration was made for "The Collateral" charged in our favour by "The Debtor" and all proceeds of "The Collateral".

Our PPSA registration relates to only "The Collateral" and to no other goods, present or future of "The Debtor".

We will not rely on this registration to perfect any other security agreement between "The Debtor" and us.

Should you require additional information, please do not hesitate to contact our Customer Care Team at 1 888 412 2834, Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time).

Yours truly,

Iness Gharar

Operations Support Representative

This is **Exhibit** "E" referred to in the Affidavit of Jennifer Alambre made before me at Vancouver, British Columbia, this 23<sup>rd</sup> day of February, 2024.

A Commissioner for the taking of Affidavits for British Columbia

## Alambre, Jennifer

From:

Afsar-Ali Warda < Afsar-Ali Warda @ John Deere.com >

Sent:

Wednesday, February 14, 2024 8:52 AM

To:

Urquhart, Danny

Subject:

RE: National Bank of Canada VS 1326 Mann Farms

## • External Email | Courrier électronique externe •

Thank you, I appreciate your prompt response.

Thanks,
Warda Ali
Bilingual Bankruptcy Administrator
John Deere Financial Inc
295 Hunter Road
P.O. Box 1000
Grimsby, Ontario, L3M 4H5
Phone: 905-319-4361
Fax: 905-319-1809

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Confidential with no Personal Information

From: Urquhart, Danny <danny.urquhart@blakes.com>

Sent: Wednesday, February 14, 2024 11:50 AM

To: Afsar-Ali Warda <Afsar-AliWarda@JohnDeere.com>
Subject: RE: National Bank of Canada VS 1326 Mann Farms

Hello,

The details of the relief sought were contained in the petition materials. In brief, National Bank is seeking an order appointing a receiver over the business and assets of 1326 Mann Farms and certain related companies. We do not currently require a proof of claim from your company. A hearing date has not yet been set, but we anticipate it being set shortly.

Danny Urquhart (he, him, his) Associate danny.urquhart@blakes.com T. +1-604-631-3326

Blake, Cassels & Graydon LLP 3500 - 1133 Melville Street, Vancouver, BC V6E 4E5 (Map) blakes.com | LinkedIn



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Confidential with no Personal Information

From: Afsar-Ali Warda < Afsar-Ali Warda @ John Deere.com >

Sent: Wednesday, February 14, 2024 5:33 AM

To: Urquhart, Danny < <a href="mailto:danny.urquhart@blakes.com">danny.urquhart@blakes.com</a> Subject: National Bank of Canada VS 1326 Mann Farms

## • External Email | Courrier electronique externe •

Hi Danny,

Please advise what relief is arranged for the above customer and do you require POC currently. If so, could you please send me the package.

Thanks,

Warda Ali Bilingual Bankruptcy Administrator

John Deere Financial Inc

295 Hunter Road

P.O. Box 1000

Grimsby, Ontario, L3M 4H5

Phone: 905-319-4361 Fax: 905-319-1809

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This is **Exhibit "F"** referred to in the Affidavit of Jennifer Alambre made before me at Vancouver, British Columbia, this 23<sup>rd</sup> day of February, 2024.

A Commissioner for the taking of Affidavits for British Columbia

# Alambre, Jennifer

From:

Fonseca, Laura on behalf of VAN DEPT CENTRAL SERVICES

Sent:

Thursday, February 1, 2024 8:06 AM

To:

Barnes, Donna

Subject:

FW: UPS Delivery Notification, Tracking Number 1Z1W22R50453333121

Hello,

Please find your POD as requested below.

Thanks,

## Laura Franco Fonseca\* (she, her, hers)

Senior OnSite Service Specialist, RICOH Canada Inc.

laura.fonseca@blakes.com

T. 604-631-5238

\* Providing services to:

Blake, Cassels & Graydon LLP

From: UPS <pkginfo@ups.com>

Sent: Thursday, February 1, 2024 7:50 AM

**To:** VAN DEPT CENTRAL SERVICES < VANDEPTCENTRALSERVICES@blakes.com > **Subject:** UPS Delivery Notification, Tracking Number 1Z1W22R50453333121

## • External Email | Courrier électronique externe •



Hello, your package has been delivered.

Delivery Date: Thursday 02/01/2024

Delivery Time: 10:46 AM Signed by: RIDDHI

**BLAKE CASSELS & GRAYDON LLP** 

**Tracking Number:** 

1Z1W22R50453333121

VW CREDIT CANADA INC 1340 PICKERING PARKWAY

Ship To: SUITE 500

PICKERING, ON L1V0C4

CA

Number of Packages:

UPS Service: UPS Saver
Package Weight: 2.0 LBS

Reference Number: 30237/388 DJU LFF POD DXB

Bonjour, Votre colis a été livré.

Date de livraison: Jeudi 02/01/2024

Heure de livraison: 10:46

Signé par: RIDDHI

**BLAKE CASSELS & GRAYDON LLP** 

Numéro de suivi: 1Z1W22R50453333121

VW CREDIT CANADA INC

1340 PICKERING PARKWAY

Destinataire: SUITE 500

PICKERING, ON L1V0C4

CA

Nombre de colis:

Service UPS: UPS Saver
Poids du colis: 2.0 LBS

Numéro de référence 1: 30237/388 DJU LFF POD DXB

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## Alambre, Jennifer

From:

Fonseca, Laura on behalf of VAN DEPT CENTRAL SERVICES

Sent:

Wednesday, January 31, 2024 9:08 AM

To:

Barnes, Donna

Subject:

FW: UPS Delivery Notification, Tracking Number 1Z1W22R50454305221

Hello.

Please find your POD as requested below.

Thanks,

Laura Franco Fonseca\* (she, her, hers) Senior OnSite Service Specialist, RICOH Canada Inc.

laura.fonseca@blakes.com

T. 604-631-5238

\* Providing services to:

Blake, Cassels & Graydon LLP

From: UPS <pkginfo@ups.com>

Sent: Wednesday, January 31, 2024 9:06 AM

**To:** VAN DEPT CENTRAL SERVICES < VANDEPTCENTRALSERVICES@blakes.com > **Subject:** UPS Delivery Notification, Tracking Number 1Z1W22R50454305221

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Hello, your package has been delivered.

Delivery Date: Wednesday 01/31/2024

Delivery Time: 12:04 PM

Signed by: MARY

## **BLAKE CASSELS & GRAYDON LLP**

**Tracking Number:** 

1Z1W22R50454305221

**VAULT CREDIT CORPORATION** 

41 SCARSDALE ROAD

UNIT 5

TORONTO, ON M3B2R2

CA

Number of Packages:

UPS Saver
Package Weight: 2.0 LBS

Reference Number: 30237/388 DJU LFF POD TO DXB

Bonjour, Votre colis a été livré.

Date de livraison: Mercredi 01/31/2024

Heure de livraison: 12:04

Signé par: MARY

Ship To:

## **BLAKE CASSELS & GRAYDON LLP**

Numéro de suivi: 1Z1W22R50454305221

**VAULT CREDIT CORPORATION** 

41 SCARSDALE ROAD

Destinataire: UNIT 5

TORONTO, ON M3B2R2

CA

Nombre de colis :

Service UPS: UPS Saver
Poids du colis: 2.0 LBS

Numéro de référence 1: 30237/388 DJU LFF POD TO DXB

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# Alambre, Jennifer

From:

Fonseca, Laura on behalf of VAN DEPT CENTRAL SERVICES

Sent:

Wednesday, January 31, 2024 9:02 AM

To:

Barnes, Donna

**Subject:** 

FW: UPS Delivery Notification, Tracking Number 1Z1W22R50454878818

Hello,

Please find your POD as requested below.

Thanks,

# Laura Franco Fonseca\* (she, her, hers)

Senior OnSite Service Specialist, RICOH Canada Inc. laura.fonseca@blakes.com

T. 604-631-5238

\* Providing services to:

Blake, Cassels & Graydon LLP

From: UPS <pkginfo@ups.com>

Sent: Wednesday, January 31, 2024 9:01 AM

**To:** VAN DEPT CENTRAL SERVICES < VANDEPTCENTRALSERVICES@blakes.com> **Subject:** UPS Delivery Notification, Tracking Number 1Z1W22R50454878818

# • External Email | Courrier électronique externe •



# Hello, your package has been delivered.

Delivery Date: Wednesday 01/31/2024

Delivery Time: 10:02 AM Left At: MAIL ROOM Signed by: SULTAN

## **BLAKE CASSELS & GRAYDON LLP**

Tracking Number: <u>1Z1W22R50454878818</u>

TD AUTO FINANCE (CANADA) INC

66 WELLINGTON STREET WEST

Ship To: 15TH FLOOR

TORONTO, ON M5K1A2

CA

Number of Packages:

UPS Service: UPS Saver
Package Weight: 2.0 LBS

Reference Number: 30237/388 DJU LFF POD TO DXB

Bonjour, Votre colis a été livré.

Date de livraison: Mercredi 01/31/2024

Heure de livraison: 10:02

Signé par: SULTAN

## **BLAKE CASSELS & GRAYDON LLP**

Numéro de suivi: <u>1Z1W22R50454878818</u>

TD AUTO FINANCE ( CANADA) INC

66 WELLINGTON STREET WEST

Destinataire: 15TH FLOOR

TORONTO, ON M5K1A2

CA

Nombre de colis : 1

Service UPS: UPS Saver
Poids du colis: 2.0 LBS

Numéro de référence 1: 30237/388 DJU LFF POD TO DXB

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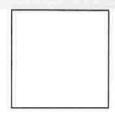
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From:

Fonseca, Laura on behalf of VAN DEPT CENTRAL SERVICES

Sent:

Wednesday, January 31, 2024 8:03 AM

To:

Barnes, Donna

Subject:

FW: UPS Delivery Notification, Tracking Number 1Z1W22R50454338740

Hello,

Please find your POD as requested below.

Thanks.

Laura Franco Fonseca\* (she, her, hers)

Senior OnSite Service Specialist, RICOH Canada Inc.

laura.fonseca@blakes.com

T. 604-631-5238

\* Providing services to:

Blake, Cassels & Graydon LLP

From: UPS <pkginfo@ups.com>

Sent: Wednesday, January 31, 2024 7:09 AM

**To:** VAN DEPT CENTRAL SERVICES < VANDEPTCENTRALSERVICES@blakes.com > **Subject:** UPS Delivery Notification, Tracking Number 1Z1W22R50454338740

#### • External Email | Courrier électronique externe •



Hello, your package has been delivered.

Delivery Date: Wednesday 01/31/2024

Delivery Time: 10:02 AM Left At: MAIL ROOM Signed by: BARB

**BLAKE CASSELS & GRAYDON LLP** 

Tracking Number: 1Z1W22R50454338740

ROYAL BANK OF CANADA

10 YORK MILLS ROAD

Ship To: 3RD FLOOR

NORTH YORK, ON M2P0A2

CA

Number of Packages:

UPS Service: UPS Saver
Package Weight: 2.0 LBS

Reference Number: 30237/388 DJU LFF POD TO DXB

Bonjour, Votre colis a été livré.

Date de livraison: Mercredi 01/31/2024

Heure de livraison: 10:02

Signé par: BARB

#### **BLAKE CASSELS & GRAYDON LLP**

Numéro de suivi: 1Z1W22R50454338740

ROYAL BANK OF CANADA

10 YORK MILLS ROAD

Destinataire: 3RD FLOOR

NORTH YORK, ON M2P0A2

CA

Nombre de colis:

Service UPS: UPS Saver
Poids du colis: 2.0 LBS

Numéro de référence 1: 30237/388 DJU LFF POD TO DXB

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From:

Fonseca, Laura on behalf of VAN DEPT CENTRAL SERVICES

Sent:

Thursday, February 1, 2024 8:44 AM

To:

Barnes, Donna

Subject:

FW: UPS Delivery Notification, Tracking Number 1Z1W22R50452949174

Hello,

Please find your POD as requested below, they fixed and delivered.

Thanks,

Laura Franco Fonseca\* (she, her, hers)

Senior OnSite Service Specialist, RICOH Canada Inc.

laura fonseca@blakes.com

T. 604-631-5238

\* Providing services to:

Blake, Cassels & Graydon LLP

From: UPS <pkginfo@ups.com>

Sent: Thursday, February 1, 2024 8:41 AM

**To:** VAN DEPT CENTRAL SERVICES < VANDEPTCENTRALSERVICES@blakes.com > **Subject:** UPS Delivery Notification, Tracking Number 121W22R50452949174

## • External Email | Courrier electronique externe •



Hello, your package has been delivered.

Delivery Date: Thursday 02/01/2024

Delivery Time: 11:37 AM

Left At: DOCK

Signed by: BRANDON

**Set Delivery** View Delivery Planner Manage Preferences Instructions **BLAKE CASSELS & GRAYDON LLP Tracking Number:** 1Z1W22R50452949174 **KUBOTA CANADA LTD** 1155 KUBOTA DRIVE Ship To: PICKERING, ON L1X CA Number of Packages: **UPS Service: UPS Saver** Package Weight: 2.0 LBS **Reference Number:** 30237-388 DJU LFF POD TO DXB Bonjour, Votre colis a été livré. Date de livraison: Jeudi 02/01/2024 Heure de livraison: 11:37 Laissé à: REPRISE MOUV Signépar: BRANDON Définir les directives de Afficher le planificateur Gérer les préférences des livraisons livraison **BLAKE CASSELS & GRAYDON LLP** 

Numéro de suivi:	1Z1W22R50452949174			
	121W22RJU4J2747174			
	KUBOTA CANADA LTD			
Destinataire:	1155 KUBOTA DRIVE PICKERING, ON L1X			
	CA			
Nombre de colis :				
Service UPS :	UPS Saver			
Poids du colis :	2.0 LBS			
Numéro de référence 1 :	30237-388 DJU LFF POD TO DXB			
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From:

Fonseca, Laura on behalf of VAN DEPT CENTRAL SERVICES

Sent:

Wednesday, January 31, 2024 8:43 AM

To:

Barnes, Donna

Subject:

FW: UPS Exception Notification, Tracking Number 1Z1W22R50452949174

Hello Donna,

Please see another email from UPS. Thanks!



Yours truly,

Laura Franco Fonseca\* (she, her, hers) Senior OnSite Service Specialist, RICOH Canada Inc. laura.fonseca@blakes.com

T. 6046315238

\* Providing services to:

Blake, Cassels & Graydon LLP

From: UPS <pkginfo@ups.com>

Sent: Wednesday, January 31, 2024 8:34 AM

**To:** VAN DEPT CENTRAL SERVICES < VANDEPTCENTRALSERVICES@blakes.com > **Subject:** UPS Exception Notification, Tracking Number 1Z1W22R50452949174

#### • External Email | Courrier électronique externe •



The status of your package has changed.

**Exception Reason:** 

The receiver has moved. We're attempting to obtain a new delivery address for this receiver.

**Change Delivery** 

Manage Preferences

View Delivery Planner

At the request of Blake Cassels & Graydon LLP, this notice alerts you that the status of the shipment listed below has changed.

# **Shipment Detail**

Tracking Number:

1Z1W22R50452949174

KUBOTA CANADA LTD

Ship To:

590014 TH AVENUE MARKHAM, ON L3S4K4

CA

**UPS Service:** 

**UPS WORLDWIDE SAVER** 

Package Weight:

2.0 LBS

**Reference Number 1:** 

30237-388 dju LFF pod to dxb

[English] [Français]

Le statut de votre colis a changé.

Raison de l'exception:

Destinataire déménagé. Nous tentons d'obtenir une nouvelle adresse de livraison pour ce

destinataire.

#### Modifier la livraison

Gérer les préférences

Afficher le planificateur des livraisons

À la demande de Blake Cassels & Graydon LLP, cette alerte vous avertit que le statut de l'envoi indiqué ci-dessous a changé.

## Informations concernant l'envoi

Numéro de suivi : 1Z1W22R50452949174

KUBOTA CANADA LTD

Destinataire: 590014 TH AVENUE MARKHAM, ON L3S4K4

ARKHAM, ON LSS

CA

Service UPS: UPS WORLDWIDE SAVER

Poids du colis : 2.0 LBS

Numéro de référence 1: 30237-388 dju LFF pod to dxb

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	III	

From:

Fonseca, Laura on behalf of VAN DEPT CENTRAL SERVICES

Sent:

Wednesday, January 31, 2024 8:39 AM

To:

Barnes, Donna

Subject:

FW: UPS Delivery Notification, Tracking Number 1Z1W22R50452217188

Hello,

Please find your POD as requested below.

Thanks,

Laura Franco Fonseca\* (she, her, hers)

Senior OnSite Service Specialist, RICOH Canada Inc.

laura.fonseca@blakes.com

T. 604-631-5238

\* Providing services to:

Blake, Cassels & Graydon LLP

From: UPS <pkginfo@ups.com>

Sent: Wednesday, January 31, 2024 8:16 AM

**To:** VAN DEPT CENTRAL SERVICES < VANDEPTCENTRALSERVICES@blakes.com > **Subject:** UPS Delivery Notification, Tracking Number 1Z1W22R50452217188

## • External Email | Courrier électronique externe •



Hello, your package has been delivered.

Delivery Date: Wednesday 01/31/2024

Delivery Time: 11:10 AM

Left At: DOCK
Signed by: JOHN

**BLAKE CASSELS & GRAYDON LLP** 

Tracking Number: <u>1Z1W22R50452217188</u>

JOHN DEERE FINANCIAL INC.

295 HUNTER ROAD

Ship To: PO BOX 1000

GRIMSBY, ON L3M4H5

CA

Number of Packages:

UPS Service: UPS Saver
Package Weight: 2.0 LBS

Reference Number: 30237/388 DJU LFF POD TO DXB

Bonjour, Votre colis a été livré.

Date de livraison: Mercredi 01/31/2024

Heure de livraison: 11:10 Laisséà: REPRISE MOUV

Signé par: JOHN

#### **BLAKE CASSELS & GRAYDON LLP**

Numéro de suivi: 1Z1W22R50452217188

JOHN DEERE FINANCIAL INC.

295 HUNTER ROAD

Destinataire: PO BOX 1000

GRIMSBY, ON L3M4H5

CA

Nombre de colis :

Service UPS: UPS Saver
Poids du colis: 2.0 LBS

Numéro de référence 1: 30237/388 DJU LFF POD TO DXB

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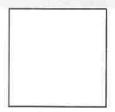
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From:

Fonseca, Laura on behalf of VAN DEPT CENTRAL SERVICES

Sent:

Wednesday, January 31, 2024 9:20 AM

To:

Barnes, Donna

Subject:

FW: UPS Delivery Notification, Tracking Number 1Z1W22R50452610798

Hello,

Please find your POD as requested below.

Thanks,

Laura Franco Fonseca\* (she, her, hers)
Senior OnSite Service Specialist, RICOH Canada Inc.

laura.fonseca@blakes.com

T. 604-631-5238

\* Providing services to:

Blake, Cassels & Graydon LLP

From: UPS <pkginfo@ups.com>

Sent: Wednesday, January 31, 2024 9:12 AM

**To:** VAN DEPT CENTRAL SERVICES < VANDEPTCENTRALSERVICES@blakes.com > **Subject:** UPS Delivery Notification, Tracking Number 1Z1W22R50452610798

#### • External Email | Courrier electronique externe •



Hello, your package has been delivered.

Delivery Date: Wednesday 01/31/2024

**Delivery Time:** 11:09 AM **Signed by:** TSAKAS

**BLAKE CASSELS & GRAYDON LLP** 

**Tracking Number:** 

1Z1W22R50452610798

FARM CREDIT CANADA

1800 HAMILTON STREET

REGINA, SK S4P4K7

CA

Number of Packages:

**UPS Service:** UPS Saver

Package Weight: 2.0 LBS

Reference Number: 30237/388 DJU LFF POD TO DXB

Bonjour, Votre colis a été livré.

Date de livraison: Mercredi 01/31/2024

Heure de livraison: 11:09

Signé par: TSAKAS

Ship To:

**BLAKE CASSELS & GRAYDON LLP** 

Numéro de suivi: 1Z1W22R50452610798

FARM CREDIT CANADA

Destinataire: 1800 HAMILTON STREET

REGINA, SK S4P4K7

CA

Nombre de colis:

Service UPS : UPS Saver

Poids du colis : 2.0 LBS

Numéro de référence 1: 30237/388 DJU LFF POD TO DXB

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From:

Fonseca, Laura on behalf of VAN DEPT CENTRAL SERVICES

Sent:

Wednesday, January 31, 2024 9:12 AM

To:

Barnes, Donna

Subject:

FW: UPS Delivery Notification, Tracking Number 1Z1W22R50453630765

Hello,

Please find your POD as requested below.

Thanks.

Laura Franco Fonseca\* (she, her, hers)

Senior OnSite Service Specialist, RICOH Canada Inc.

laura.fonseca@blakes.com

T. 604-631-5238

\* Providing services to:

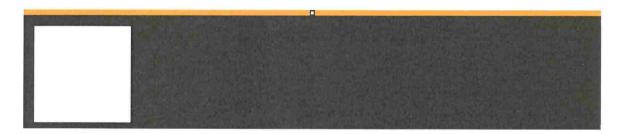
Blake, Cassels & Graydon LLP

From: UPS < pkginfo@ups.com>

Sent: Wednesday, January 31, 2024 9:08 AM

**To:** VAN DEPT CENTRAL SERVICES < VANDEPTCENTRALSERVICES@blakes.com > **Subject:** UPS Delivery Notification, Tracking Number 121W22R50453630765

## • External Email | Courrier electronique externe •



Hello, your package has been delivered.

Delivery Date: Wednesday 01/31/2024

**Delivery Time:** 10:06 AM **Signed by:** AMANDA

#### **BLAKE CASSELS & GRAYDON LLP**

**Tracking Number:** 

1Z1W22R50453630765

FARM CREDIT CANADA

12040 - 149 STREET NW

Ship To: 2ND FLOOR

LO

EDMONTON, AB T5V1P2

CA

Number of Packages:

UPS Service: UPS Saver
Package Weight: 2.0 LBS

Reference Number: 30237/388 DJU LFF POD TO DXB

Bonjour, Votre colis a été livré.

Date de livraison: Mercredi 01/31/2024

Heure de livraison: 10:06 Signé par: AMANDA

#### **BLAKE CASSELS & GRAYDON LLP**

Numéro de suivi: 1Z1W22R50453630765

FARM CREDIT CANADA 12040 - 149 STREET NW

Destinataire: 2ND FLOOR

LO

EDMONTON, AB T5V1P2

CA

Nombre de colis :

Service UPS: UPS Saver
Poids du colis: 2.0 LBS

Numéro de référence 1: 30237/388 DJU LFF POD TO DXB

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From:

Fonseca, Laura on behalf of VAN DEPT CENTRAL SERVICES

Sent:

Wednesday, January 31, 2024 8:05 AM

To:

Barnes, Donna

Subject:

FW: UPS Exception Notification, Tracking Number 1Z1W22R50454045959

Hello Donna,

Please see the email from UPS.



[English] [Français]

The status of your package has changed.

4

Exception Reason:

The receiver has moved. We're attempting to obtain a new delivery address for this receiver.

Thanks!

Yours truly,

Laura Franco Fonseca\* (she, her, hers) Senior OnSite Service Specialist, RICOH Canada Inc.

laura.fonseca@blakes.com

T. 6046315238

\* Providing services to:

Blake, Cassels & Graydon LLP

From: UPS <auto-notify@ups.com>

Sent: Wednesday, January 31, 2024 7:53 AM

**To:** VAN DEPT CENTRAL SERVICES < VANDEPTCENTRALSERVICES@blakes.com > **Subject:** UPS Exception Notification, Tracking Number 1Z1W22R50454045959

#### • External Email | Courrier électronique externe •



[English] [Français]

#### The status of your package has changed.

The receiver has moved. We're

**Exception Reason:** attempting to obtain a new

delivery address for this receiver.

At the request of Blake Cassels & Graydon LLP, this notice alerts you that the status of the shipment listed below has changed.

# **Shipment Details**

Tracking Number: <u>1Z1W22R50454045959</u>

VW CREDIT CANADA INC

4865 MARC-BLAIN ST

Ship To: SUITE 300

ST LAURENT, QC H4R3B2

CA

UPS Service: UPS WORLDWIDE SAVER

Package Weight: 2.0 LBS

Reference Number 1: 30237/388 DJU LFF pod to dxb

[English] [Français]

#### Le statut de votre colis a changé.

Destinataire déménagé. Nous

Raison de l'exception: tentons d'obtenir une nouvelle

adresse de livraison pour ce

destinataire.

À la demande de Blake Cassels & Graydon LLP, cette alerte vous avertit que le statut de l'envoi indiqué ci-dessous a changé.

# Renseignements sur l'envoi

Numéro de suivi : 1Z1W22R50454045959

VW CREDIT CANADA INC 4865 MARC-BLAIN ST

Destinataire: SUITE 300

ST LAURENT, QC H4R3B2

CA

Service UPS: UPS WORLDWIDE SAVER

Numéro de référence 1 :	2.0 LBS 30237/388 DJU LFF pod to dxb		
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This is **Exhibit "G"** referred to in the Affidavit of Jennifer Alambre made before me at Vancouver, British Columbia, this 23<sup>rd</sup> day of February, 2024.

A Commissioner for the taking of Affidavits for British Columbia

City of Abbotsford 32315 South Fraser Way Abbotsford BC V2T 1W7

#### CITY OF ABBOTSFORD PROPERTY TAX CERTIFICATE

Printed: Aug 29, 2023 Number: 135476

58 Phone: (604) 864 5522 Email: cash@abbotsford.ca

www.abbotsford.ca

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For BC ONLINE 30237/388

Owner

Property

Folio: 2131024540 Pid: 024-200-981 LTO No.: WX2161453

MHR No.:

Civic: 8201 DYKE RD

Legal: LT 1 SEC 28 TWP 14 PL LMP38638 NWD

2023 Assessments					
Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	MULTIPLE	NET	616,007	30,250	646,257
2023 Levies, Grants, Deferrals		Property Taxes Owing As At Aug 29, 2023		2024 Instalments	
Total Levy	18,756.59	Delinquent (2021)	0.00	Payments Made	0.00
Grant Availabl	le	Arrears (2022)	15,937.81	Interest Earned	0.00
Additio	onal 845.00	Interest to Aug 29, 2023	1,017.49	Adjustments	0.00
Basic	570.00	Current (2023)	18,756.59	Balance as at	
			35,711,89	Aug 29, 2023	0.00
<b>Grant Claime</b>	ed 0.00	Penalties	937.83	3 ,	
Deferred	0.00	Total Taxes Owing	36,649,72		

Folio: 2131024540

#### **Important Property Comments**

GENERAL Glen Valley Dyking District tax levies apply. Contact Finance at 604-864-5524 for any current outstanding balance

information.

GENERAL 2023 Glenn Valley Dyke is outstanding for \$5,959.29

CURRENT 2023 Property Tax due date is July 4, 2023. Outstanding current tax balances after the due date, including unclaimed

Home Owner Grants, are subject to a late payment penalty. Only the penalty on late Home Owner Grant application

received by September 15 will be reversed.

GENERAL Outstanding Utility User Fees - In accordance with the Community Charter, if a utility account remains unpaid as of

December 31, the balance owing will be transferred to the property tax account as taxes in arrears. Taxes in arrears

are subject to daily interest charges at the rate of 9.70% per annum (subject to change).

Tax and Utility Billing - Contact Property Tax & Utility Dept at 604-864-5522 or email cash@abbotsford.ca for

billing/payment information.

Water Consumption and Meter Reading - Contact Engineering Dept at 604-864-5511 or email

wateruse@abbotsford.ca

TAX Daily interest on Arrears and Delinquent Taxes is \$ 4,345

ACCOUNT RECEIVABLE Account has outstanding A/R Charges of \$0.00 (excluding accrued interest). This charge is not included in "Total

Taxes Owing" amount above. Please contact the Finance Department at 604-864-5576 to obtain current balance.

End of Certificate - E & O/E

**GENERAL** 

City of Abbotsford 32315 South Fraser Way Abbotsford BC V2T 1W7

## CITY OF ABBOTSFORD PROPERTY TAX CERTIFICATE

Printed: Feb 21, 2024 140673 Number:

Phone: (604) 864 5522

Email: cash@abbotsford.ca www.abbotsford.ca

This is provided as information only. The City takes no responsibility for the accuracy of the information, and shall in no case be liable for damages arising out of the provision, or use of this information, including any consequential, incidental or indirect damages.

#### THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

BC ONLINE For 30237/388

Owner

Property

Folio: 2131024540 Pid: 024-200-981 LTO No.: WX2161453

MHR No.:

Civic: 8201 DYKE RD

Legal: LT 1 SEC 28 TWP 14 PL LMP38638 NWD

2024 Assessments					
Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	MULTIPLE	NET	616,007	30,000	646,007
2023 Levies,	Grants, Deferrals	Property Taxes Owing As At Fe	eb 21, 2024	2024 Instalments	
Total Levy Grant Available	<b>18,756.59</b>	Delinquent (2022) Arrears (2023)	17,504.08 20.632.25	Payments Made Interest Earned	0.00
Additio	0.0100	Interest to Feb 21, 2024	552.67	Adjustments	0.00
Basic	570.00	Current (2024)	0.00 38.689.00	Balance as at Feb 21, 2024	0.00
Grant Claime	ed 0.00	Penalties	0.00	1 65 21, 2024	0.00
Deferred	0.00	Total Taxes Owing	38,689.00		

Folio: 2131024540

#### **Important Property Comments**

GENERAL Glen Valley Dyking District tax levies apply. Contact Finance at 604-864-5524 for any current outstanding balance

information.

GENERAL 2023 Glenn Valley Dyke is outstanding for \$5,959.29

DELINQUENT This property is on the pending Tax Sale list.

GENERAL

GENERAL Outstanding Utility User Fees - In accordance with the Community Charter, if a utility account remains unpaid as of

December 31, the balance owing will be transferred to the property tax account as taxes in arrears. Taxes in arrears

are subject to daily interest charges at the rate of 9.70% per annum (subject to change).

Tax and Utility Billing - Contact Property Tax & Utility Dept at 604-864-5522 or email cash@abbotsford.ca for

billing/payment information.

Water Consumption and Meter Reading - Contact Engineering Dept at 604-864-5511 or email

wateruse@abbotsford.ca

TAX Daily interest on Arrears and Delinquent Taxes is \$ 10.628

ACCOUNT RECEIVABLE Account has outstanding A/R Charges of \$0.00 (excluding accrued interest). This charge is not included in "Total

Taxes Owing" amount above. Please contact the Finance Department at 604-864-5576 to obtain current balance.