



NO. S-256472
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

NATIONAL BANK OF CANADA

PETITIONER

AND:

CARVOLTH 86TH AVENUE LANDS LTD. MASKEEN (CARVOLTH) GP INC.
AND MASKEEN (CARVOLTH) LIMITED PARTNERSHIP

RESPONDENTS

RESPONSE TO PETITION

Filed by: Carvolth 86th Avenue Lands Ltd., Maskeen (Carvolth) GP Inc. and Maskeen (Carvolth) Limited Partnership, Jagdip Singh Sivia and Jatinderpal Singh Gill. (collectively, the "Respondents")

THIS IS A RESPONSE to the Petition, filed August 27, 2025.

The Respondents estimate that the application will take: **1 day**.

Part 1: ORDERS CONSENTED TO

The Respondents consent to the granting of the orders set out in the following paragraphs of Part 1 of the Petition: **NONE**

Part 2: ORDERS OPPOSED

The Respondents oppose the granting of the orders set out in the following paragraphs of Part 1 of the Petition: **ALL**

Part 3: ORDERS ON WHICH NO POSITION IS TAKEN

The Respondents take no position on the granting of the orders set out in the following paragraphs of Part 1 of the Petition: **NONE**

Part 4: FACTUAL BASIS

1. The Respondents adopt the terms and definitions as set out in the Petition, for convenience of reference only, and not as any admission.
2. The Respondents admit the facts set out in paragraphs 1-15 of the Petition.
3. The Property is vacant development property, with an expected increase in permitted density as a result of the updating of the Willoughby Community Plan, and as a result of being designated as within a Frequent Transit Development Area, all of which is expected to increase the value of the Property.

4. Further and in particular, the Respondents submitted an application to amend the Carvolth Neighbourhood Plan to increase the density designations to facilitate the development a 39-storey mixed use tower with 331 apartment units and 4,529 m² (48,750 ft²) of commercial space and a 6-storey apartment building with 133 apartment units and daycare space on approximately 0.9 ha (2.3 ac) of land located at 20120 86 Avenue, in the Township of Langley, BC (the “Amendment Application”).
5. The Amendment Application, if granted, would result in an increase in the permitted density resulting in 23,653 m² (254,607 ft²) of increased floorspace in keeping with the expected updated Willoughby Community Plan, given that the Property falls within designated Frequent Transit Development Area.
6. The Amendment Application notes that the applicant has elected to advance a voluntary contribution of \$5,104,000.00 towards Community Amenity Contributions (“CAC’s”). That amount was arrived at through discussions and negotiations with the Township of Langley (the “Township”) following the decision in *Lorval Developments Ltd. v. Langley (Township)*, 2025 BCSC 1148, where it was found that the Township’s mandatory CAC policy was invalid. The result of those discussions and negotiations following the *Lorval* decision was a reduction in the overall CAC payment (which is now being made voluntarily) by \$5,120,610.00.
7. The Township’s previous CAC policy (and its position on it being mandatory), as well as discussions and negotiations following the *Lorval* decision, resulted in a delay with respect to first, second, and third reading of the respondents’ application being put off from July 15, 2025 to September 15, 2025, through no fault of the respondents, and despite the diligent efforts of the respondents, which ultimately resulted in a significant cost savings for the project.
8. Ultimately, in a Report to Mayor dated September 15, 2025, the Community Development Division at the Township outlined the background for the project, and provided the following two options for consideration:
 - a. defer the consideration of the application until Council consideration of an updated Willoughby Community Plan and refer the applicant to staff to work with staff to address the items outlined in this report; or
 - b. direct staff to advance the bylaws associated with the application and elected to defer consideration of the application.
9. The Property has an estimated land value range of \$20.3M to \$23.2M without the amendment, and an estimated land value range of \$22M to \$26M with the amendment, indicating an increase of \$1.7M to \$5.7M depending on the value range.
10. The Township has raised no issues with respect to outstanding property taxes for the Property, and the Respondents are in the process of making arrangements for the payment of same.
11. The Respondents are also in the process of providing all outstanding financial statements to the petitioner, as it is unclear as to what is outstanding.
12. Finally, in an effort to cure the interest default, the Respondents have made the following payments:

- a. \$98,000.00 on June 12, 2025, covering interest from April 1, 2025 to May 21, 2025;
 - b. \$39,684.00 on July 3, 2025, partially covering interest for June 2025;
 - c. \$138,000.00, covered any interest for May, June, and July 2025.
13. The Respondents have remained responsive to the petitioner, both directly and through counsel, and have continued to have good faith discussions in regard to development of the Property and in regard to paydown and refinancing of the petitioner's loan.
 14. Further and in particular, on August 14, 2025, the Respondents contacted Aaron Unger, Managing Director of Commercial Banking and Real Estate at the Bank, and proposed a payment plan in which the Respondents would make a payment of \$1,500,000 towards the principal amount by the end of September 2025, and would thereafter make full repayment by the end of the calendar year.
 15. On August 27, 2025, the Respondents attempted to make payment of \$60,500 for the August interest payment and to bring the interest defaults up to date; however, that payment was not accepted by the petitioner, and it is expected that other such interest payments will be rejected by the petitioner.
 16. The Respondents are actively working both on the development of the Property and on the paydown and refinancing of the petitioner's loan, having engaged a mortgage broker over the summer of 2025, who has most recently (as of September 15, 2025) advised the Respondents of several interested legitimate lenders, who he has only recently heard from, after having returned from the summer holidays.
 17. Terms sheets from interested lenders are expected to be issued shortly, with commitment letters to follow, which the Respondents will provide to the petitioner of, as they arrive, and the which the Respondents intend to rely on at the hearing.

Part 5: LEGAL BASIS

Guiding Equitable Principles

18. There is perhaps no area of the law where the contribution of equity is so complete as the law with respect to the enforcement of mortgages.
19. In *355498 B.C. Ltd. v. Namu Properties*, 1999 BCCA 138 [*Namu Properties*], Madam Justice Southin for the BC Court of Appeal affirmed the oft cited judgment of Lord Jessell, M.R. in *Campbell v. Holyland* (1877), 7 Ch. 166 as follows:

[12] The jurisdiction of a court of equity to re-open an order absolute of foreclosure is of considerable antiquity. The situation in equity is summed up in the judgment of Jessel M.R. in *Campbell v. Holyland* (1877), 7 Ch. 166, as follows:

Now, what is the principle? The principle in a Court of Equity has always been that, though a mortgage is in form an absolute conveyance when the condition is broken, in equity it is always security; and it must be remembered that the doctrine arose at the time when mortgages were made in the form of conditional conveyance, the condition being that if the money was not paid at the day, the estate should become the estate of the mortgagee; that was the contract between the parties; yet Courts of Equity interfered with actual contract to this

extent, by saying there was a paramount intention that the estate should be security, and that the mortgage money should be debt; and they gave relief in the shape of redemption on that principle. Of course that would lead, and did lead, to this inconvenience, that even when the mortgagor was not willing to redeem, the mortgagee could not sell or deal with the estate as his own, and to remedy that inconvenience the practice of bringing a foreclosure suit was adopted, by which a mortgagee was entitled to call on the mortgagor to redeem within a certain time, under penalty of losing the right of redemption. In that foreclosure suit the Court made various orders—interim orders fixing a time for payment of the money—and at last there came the final order which was called foreclosure absolute, that is, in form, that the mortgagor should not be allowed to redeem at all; but it was form only, just as the original deed was form only; for the Courts of Equity soon decided that, notwithstanding the form of that order, they would after that order allow the mortgagor to redeem. That is, although the order of foreclosure absolute appeared to be a final order of the Court, it was not so, but the mortgagee still remained liable to be treated as a mortgagor, subject to the discretion of the Court. (Emphasis added in the original)

20. The equity of redemption, then, is something that arises out of the relationship between mortgagor and mortgagee. The fundamental relationship in the law of BC was confirmed in the well-known case of *North Vancouver v. Carlisle*, 1922 CanLII 726 (BCCA).
21. In BC, despite the changes to the *Land Title Act*, R.S.B.C., c. 250 in 1989, a mortgage operates as if it were a conveyance with a right of defeasance. The right of defeasance, otherwise referred to as the equity of redemption, does not arise as a result of a foreclosure proceeding being commenced. This is because, as noted in *CIBC v. Burnham*, 1986 CanLII 1032 [*Burnham*] at ¶11, proceedings for redemption were invented *prior to* proceedings for foreclosure.
22. The concept of defeasance, or equity of redemption, is the long-standing equitable “golden thread” that runs throughout the mortgage relationship, and it impacts any actions taken to enforce the mortgage, or its terms, including the right to seek the appointment of a receiver.
23. It has been well-established that the Court will not allow a right of redemption to be fettered in any way. Put another way, a term that constitutes a clog on the equity of redemption is unenforceable.

Namu Properties, supra, at ¶13, 15

24. This long-standing principle was summarized by Mr. Justice Pearlman as follows:

[25] In explaining the rules of equity relating to the redemption of mortgaged property, W.M. Traub in *Falconbridge on Mortgages*, 5th Ed., (Aurora, Ontario: Canada Law Book, 2010) at p.3-2 refers to the speech of the Lord Chancellor in *Kreglinger v. New Patagonia Meat and Cold Storage Co., Ltd.*, [1914] A.C. 25 (H.L.) at p. 38:

... it is the essence of a mortgage that in the eye of a Court of Equity it should be a mere security for money, and that no bargain can be validly made which will prevent the mortgagor from redeeming on payment of what is due, including principal, interest, and costs. He may stipulate that he will not pay off his debt, and so redeem the mortgage, for a fixed period. But whenever a right to redeem arises out of the doctrine of equity, he is precluded from fettering it. This

principle has become an integral part of our system of jurisprudence and must be faithfully adhered to.

[26] The rule against clogs on the equity of redemption is set out in *Falconbridge on Mortgages* at p. 3-9:

There remains the rule that any stipulation which restricts or clogs the equity of redemption is void or, as stated more broadly, that any provision which is repugnant either to the contractual or to the equitable right to redeem is void:

It is the right of a mortgagor on redemption, by reason of the very nature of a mortgage, to get back the subject of the mortgage, to hold and enjoy as he was entitled to hold and enjoy it before the mortgage. If he is prevented from doing so, that which he is entitled to on redemption is prevented, and to constitute such prevention it is not necessary that the subject of the mortgage should be directly charged with whatever causes the prevention. If he be so prevented in fact, the equity of redemption is affected by what, whether very aptly or not, has been always termed "a clog". *Browne v. Ryan*, [1901] 2 I.R. 653, at pp. 667-8, *per* Andrew J., adopted by Collins M.R. in *Samuel v. Jarrah Timber and Wood Paving Corp., Ltd.*, [1903] 2 Ch. 1, at p. 7, *aff'd* [1904] A.C. 323 (H.L.).

International Taoist Church of Canada v. Ching Chung, 2010 BCSC 1164 at ¶25-26

25. The reasoning for this inviolable and sacrosanct prohibition was explained by the Ontario Court of Appeal as follows:

The doctrine which prohibits clogs on the mortgagor's equity of redemption was designed to preserve the inviolability of the mortgagor's right to redeem. The mortgagor is entitled to recover his security completely and unimpaired by the terms of the mortgage. The doctrine was designed to protect necessitous landowners from oppressive agreements. Equity has always sought to protect the mortgagor from lenders who would take advantage of his vulnerability at the time of the land. Subject to the power of sale under the mortgage, the mortgagor cannot be deprived of his property except through foreclosure, which tests the value of the property and preserves the mortgagor's inviolable right to redeem.

Dical Investments Ltd. v. Morrison (C.A.), 1990 CanLII 6606 at p. 8
see also *Dhillon v. Jhutee*, 1998 CanLII 5414 (BCSC) at ¶15-19

26. The equity of redemption is a concept that equity imposed upon the parties to a mortgage, despite the wording of any agreement to the contrary, as an inviolable and sacrosanct principle of equity. In other words, no provision in a mortgage can be construed so as to be inconsistent with the right of redemption - period.

Bank of Montreal v. Beilstein, 1998 CanLII 6982 (NWTSC) at ¶11, 15, 17 & 21
Imor Capital Corp. v. Bullet Enterprises Ltd., 2012 BCSSC 899 [*Imor*] at ¶12-14

27. The court in *Imor*, recognized that the "usual rules" in foreclosure proceedings regarding a 6-month redemption period apply equally to proceedings relating to a debenture.

Imor, supra, at ¶21-22

28. The "usual rule" is set out in section 16(2) of the *Law and Equity Act* and provides that:

If, in a foreclosure, the purchaser or person claiming through the purchaser is given time to redeem, the court must order that the time for redemption be 6

months, unless the court considers, in the circumstances, that a shorter or longer period is justified.

29. One of the oft-quoted cases on this is *Burnham*, a decision of Madam Justice Southin (as she then was) where she laid out the following principles:

One must start with the proposition that the usual period of redemption is six months.

The shortening of that period is a matter of sound judicial discretion. The burden is on the mortgagee to show facts which warrant the court depriving the mortgagor of what is almost an implied term that he has six months to redeem.

...

But without the mortgagor's consent, to deprive him of any time for redemption simply because the land is said, as is frequently the case, by the unsworn evidence of an appraiser to be worth less than the mortgage, seems to me on the case as to be going too far.

Burnham, supra, at ¶12-14

30. *Burnham* is still good law - as re-stated by Mr. Justice Tysoe for the BC Court of Appeal in *BC (Attorney General) v. Malik*, 2009 BCCA 202 [*Malik*] at ¶53:

The purpose of a 6-month redemption period is to enable the mortgagor to redeem or sell the mortgaged property on as favourable a basis as the mortgagor can arrange during the redemption period.

31. As noted by McEachern C.J.S.C., as he then was, in *On Foreclosure Practice*:

The redemption period should not be less than six months unless:

- a. The premises are abandoned or suffering waste. The fact that premises are vacant does not necessarily mean that they are abandoned.
- b. The mortgagor has no equity and is unlikely to be able to refinance and the mortgagee will likely suffer a loss or increased loss if the usual order is made.
- c. Even in these circumstances, an immediate order absolute or a shortened redemption period will not always be made, particularly in the case of a residential premises where the mortgagor is in occupation. The court retains the discretion in this connection, but, in most cases, the position of the mortgagee should not be worsened materially.

quoted in *Lanyard Investments Inc. v. 3771 No. 3 Road Inc.*, 2024 BCSC 1664 [*Lanyard*] at ¶18

32. A party foreclosing on a mortgage *must* afford the borrower the opportunity to redeem the lands in all but exceptional circumstances. Where the debtor's principal asset is real estate, the lender should not be permitted to use the power to appoint a receiver as a means of doing an "end run" around the usual 6-month redemption period, unless there are special circumstances such that the lender should have conduct of sale before judgment and consideration of an appropriate redemption period.

Royal Bank v. Astor, 1986 CanLII 1072 [*Astor*] at ¶34-35

33. While receivership proceedings are considered to be more flexible than foreclosure proceedings, the Court has recognized that the equitable right to a redemption period still exists in receivership proceedings, to be considered by the Court in terms of whether a receiver should be appointed, and if so, whether that receiver will be granted the power of sale, and if so, when. This is because the power to sell the subject lands affects the borrower's equity of redemption and limits the borrower's ability to sell or refinance the subject lands.

Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership, 2024 BCSC 47
[*Haro*] at ¶94-95 & 101-103

34. The lender bears the onus of establishing the initial appropriateness of the appointment of a receiver. If the appointment is appropriate, the Court will then proceed to consider what powers should be granted to the receiver, including whether there should be a power of sale and, if so, when any power of sale becomes effective.

Haro, supra, at ¶98-99

35. In considering the length of the redemption period, the Court has recently rejected the argument to simply subtract the pre-application delay from the typical six-month redemption period, noting that 6-month redemption periods are routinely given in foreclosure proceedings, starting on the day that the *Order Nisi* is granted, not when the demand was made.

The Bank of Nova Scotia v. Sidhu, 2025 BCSC 1344 [Sidhu] at 46

36. The Court in *Sidhu* found that it would *not* be just or convenient to automatically shorten the redemption period if one refinancing plan fell through, expressly recognizing that the equity of redemption and the longstanding caselaw applying that principle still apply in a receivership application.

Sidhu, supra, at 47

Test for Appointing a Receiver

37. The granting of a receivership order is "extraordinary relief, which should be granted cautiously and sparingly". If there is a remedy other than receivership, it should be considered because receiverships are intrusive interferences with the affairs of the company. They can be harmful to the reputation of the company, and the cost of a receivership can be considerable.

Mirage Trading Corporation v. Ghahroud, 2025 BCSC 588 at ¶95

38. The fact that the creditor has the right to appoint a receiver under the documentation provided for in the loan is but one factor to be considered. No presumption of entitlement to a court appointment arises from the fact that the documentation allows for such an appointment.

Haro, supra, at ¶116

39. Receivers should only be appointed prior to judgment in special circumstances where it is necessary to do so to preserve the assets from some deterioration or jeopardy.

40. A receiver should only be appointed if, in all of the circumstances, it is just and convenient to do so. If such an order is made, the power of sale should only be granted *after* the expiry of the period set for redemption period.

41. Whether or not to appoint a receiver calls for a “holistic” review of all of the circumstances and a “robust review” of them, to determine whether it is ultimately “just and convenient” to do so.

Haro, supra, at ¶174

42. The factors to be considered in determining whether it is “just and convenient” to appoint a receiver are numerous with a non-exhaustive list established by Justice Masuhara in *Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.*, 2009 BCSC 1527 [*Maple Trade*] at ¶25 and relied upon by the Court thereafter as a collection of considerations to be viewed “holistically” (the “*Maple Trade* Factors”).

Sidhu, supra, at ¶19

43. The onus is on the petitioner to introduce cogent evidence that it is just and convenient to appoint a receiver addressing those factors, even post-judgment.

Textron, supra, at ¶54-55

44. Appointing a receiver can only be justified following a consideration and analysis of the position of both parties, and in doing so, the detrimental effect on the mortgagee must be considered.

Textron, supra, at ¶53, 55

45. While a written agreement in the contract between the parties, to agree to the appointment of a receiver is a factor, the Court does not start with the presumption of an entitlement to the appointment on that basis. Nor does that affect consideration of all the factors on a holistic basis.

Textron, supra, at ¶53-55

Ward Western Holdings Corp. v. Brosseuk, 2022 BCCA 32 at ¶56-66

46. Above all, there is a “a principle that the appointment of a receiver is extraordinary relief which should be granted cautiously and sparingly”.

Maple Trade, supra, at 25(i)

47. The onus on the petitioner to adduce cogent evidence in order to obtain an immediate Order for Sale is high. The petitioner must very clearly establish exceptional circumstances.

Bank of Nova Scotia v. Mrazek, 1985 CanLII 507 (BCCA) [*Mrazek*] at ¶113

48. The BC Court of Appeal in *Mrazek* goes on to hold that even the likelihood of a shortfall to the security holder is only a factor to be considered with other relevant factors,

49. In *Sun Life Assurance Co. of Canada v. 535401 B.C. Ltd.*, 2001 BCSC 605, the Court went so far as to make an order staying proceedings on a judgment recovered in foreclosure until the land was sole or the mortgage redeemed.
50. If a significant portion of the security consists of land, the order should not normally be made without affording a period of redemption, and that period of redemption should follow the “usual rule” of six months, unless there is reason to shorten that period.

Astor, supra, at ¶¶34-35
Textron, supra, at ¶¶63-65, 70, 73
Burnham, supra, at ¶¶15
Malik, supra, at ¶¶53
Lanyard, supra, at ¶¶18

Test to Appoint Receiver Not Satisfied

51. The petitioner has not adduced cogent evidence that it is just and convenient to provide the extraordinary relief, that should be granted only “cautiously and sparingly”, given the intrusive interference and reputational damage that appointing a receiver entails.
52. The petitioner has other remedies available to it that it may pursue that are more appropriate in the current circumstances, and in particular, following the normal foreclosure process. In particular, it should be noted that there is no evidence to establish that the appointment of a receiver is necessary to preserve the assets from some deterioration or jeopardy and there is no evidence that the appointment of a receiver will better protect the security in the assets or maximize the return. In fact, the opposite is likely true, with the Property being better protected and advanced by the respondents at a lower cost and a higher expected ultimate return.
53. In conducting a “holistic” review of all of the circumstances and a “robust” review of them, the following *Maple Trade* factors should be considered:
- a. there is no evidence of irreparable harm if a receiver is not appointed;
 - b. there is no evidence of a shortfall in the security; in fact, the petitioner’s ongoing interests as a result of accruing interest is protected throughout a usual 6-month redemption period;
 - c. the Property is vacant development property with an expected increase in density as a result of the updating of the Willoughby Community Plan and being designated as a Frequent Transit Development Area, which is expected to increase its value;
 - d. there is no evidence of apprehended or actual waste of the debtor’s assets;
 - e. there is no evidence that the Property is not well-managed, preserved, and protected, with evidence of the respondents actively moving the development forward despite delays and obstacles;
 - f. the balance of convenience favours granting a 6-month redemption period under the “usual rule” to allow the respondents time to continue with the development, which will, in turn, positively affect refinancing efforts, with no prejudice to the petitioner whose security is well protected and the extra time for which is covered by accruing interest;

- g. the fact that the petitioner has the right to appoint a receiver is but one factor to be considered, and is not an overwhelming factor;
 - h. there is no evidence that suggests it will be difficult to deal with the respondents, other than the respondents defaulting and/or delaying in payments, which are not unique to enforcement proceedings, as the very cause of the enforcement proceedings;
 - i. the principle that the appointment of a receiver is extraordinary relief which should be granted cautiously and sparingly is an overriding factor, as there are other more appropriate remedies available that are much less harmful to the affairs and reputation of the company, and that do not present the same additional costs, delay, and uncertainty that an appointment of a receiver does;
 - j. the primary duty of the receiver would be to sell the Property, and under the usual process for foreclosure the respondents could seek an order for sale, effectively providing them with that right, but without the additional and significant costs of a receiver;
 - k. the effect of the order sought is to immediately wrench the development out of the hands of the respondents in the midst of expected density increases that would positively affect the value of the Property, without the benefit of any redemption period, and with significant additional costs of a receiver (ultimately to be borne by the respondents), with no demonstrable practical or positive benefit;
 - l. there is no evidence that the conduct of the parties is anything other than as to be expected in enforcement proceedings;
 - m. the length of time that a receiver may be in place is not a factor in the proceedings, other than the fact that a receiver would be appointed to sell the Property, which can be accomplished by the appointment of a realtor as a result of an Order for Conduct of Sale;
 - n. the appointment of a receiver presents a significant additional cost which is to be borne by the respondents and is another factor overwhelmingly in favor of not granting an order at this stage, as an Order for Conduct of Sale after having the benefit of a redemption period is far more just and convenient;
 - o. the evidence suggests that the appointment of a receiver will be an additional cost to be borne by the respondents, with no greater likelihood of maximizing returns, and which will "eat into" the equity of any secured lenders behind the petitioner;
 - p. the goal of facilitating the duties of the receiver does not factor into the analysis.
54. Given all of the foregoing, the petitioner has not established that a receiver should be appointed at this time. Instead, the foregoing very clearly sets out why this matter should follow the usual foreclosure process with the procedural safeguards set in place to protect the respondents and this petition should be dismissed.

Terms of Order Sought Ought Not to be Granted

55. The draft receivership order seeks, *inter alia*, the immediate powers for sale without any redemption period:
- 2. ...

(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 ...

(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;

56. The order sought is an "end run" around the usual foreclosure practice to defeat the longstanding, inviolable, and sacrosanct equitable period of redemption.
57. The order sought prevents, or at the very least, significantly limits, the respondents from selling or refinancing the Property, effective immediately, which exposes the respondents to the intrusive interferences of a receivership order and the harmful reputational hit that comes with it, without the equitable grace Courts have provided to debtors since before foreclosures had been established.
58. The order sought also purports to provide for the appointment pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"), and to provide for orders pursuant to the *BIA*, despite the lack of evidence to trigger its application.

Part 6: MATERIAL TO BE RELIED ON

1. The pleadings and materials filed in the within proceedings;
2. Affidavit #1 of A Cheema, to be sworn;
3. Such further and other material as necessary to respond to the Petition, as it becomes available, and any reply to new evidence advanced by the Petitioner.

Dated: September 24, 2025.



Signature of
 lawyer for Petition Respondents

Petition Respondents' address for service:
c/o McQuarrie Hunter LLP
15th Floor, 13450 102nd Avenue
Surrey, B.C. V3T 5X3

Fax number address for service (if any): N/A

E-mail address for service (if any): dmoreley@mcquarrie.com (service shall only be effective if also served on smartin@mcquarrie.com)

Name of the Petition Respondent's lawyer, if any: Dan A. T. Moseley