

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

JUN 22 2023
BETWEEN:

ENTERED



No. H-230378
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

CANADIAN WESTERN BANK

PETITIONER

8655 GRANVILLE LIMITED PARTNERSHIP
RED BUFFALO 8655 MANAGEMENT CORP.
RED BUFFALO 8655 HOLDINGS LTD.
CANADIAN RED BULL GROUP INVESTMENT MANAGEMENT
LTD.

SUNSHINE TREASUREHUNT DEVELOPMENT LTD.

1146506 B.C. LTD.

WJY 2015 TRUST

CHANG XIA LV

HU WANG

HONG XU

1146503 B.C. LTD.

1146812 B.C. LTD.

1138555 B.C. LTD.

1145804 B.C. LTD.

CANADA REDWOOD EDUCATION GROUP LTD.

CORE CONCEPT CONSULTING LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE

MASTER **BILAWICH**

THURSDAY, THE 22ND
DAY OF JUNE, 2023

ON THE APPLICATION of the Petitioner coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on Thursday, June 22, 2023 and on hearing Daniel D. Nugent, Lawyer for the Petitioner, and no one appearing for the Respondents although duly served in accordance with the Rules of this Court;

THIS COURT ORDERS AND DECLARES that:

1. A Form B Mortgage and Assignment of Rents executed February 27, 2018 by the Respondent Trustee, as Mortgagor, in favour of the Petitioner, as Mortgagee, and registered on February 28, 2018 in the New Westminster Land Title Office, in the Province of British Columbia, under Nos. CA6653043 and CA6653044, as modified (hereinafter, the "**Mortgage**"), which secures the obligations of the Respondents, 8655 Granville Limited Partnership. ("**LP**") and Red Buffalo 8655 Management Corp. ("**GP**"), (collectively, the "**Borrowers**") under a loan agreement as set out in a Commitment Letter dated February 28, 2018, as amended (the "**Loan**"), is a mortgage charging those lands and premises situate in the City of Vancouver, Province of British Columbia, and legally described as:

Parcel Identifier: 009-430-105

LOT D BLOCK F DISTRICT LOT 318 PLAN 21521

(hereinafter called the "Lands and Premises").

2. The Borrowers are in default of a Mortgage Agreement dated for reference February 27, 2018, entered into between the Trustee as Agent and the Petitioner as Lender.

3. The Respondent, LP has defaulted under the General Security Agreement dated for reference February 27, 2018 entered into between LP as Debtor and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**LP GSA**") and that the LP GSA charges the personal property described therein in priority to the interest, right or claim of the Respondents.

4. The Respondent, GP, has defaulted under the General Security Agreement dated for reference February 27, 2018 entered into between GP as Debtor and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**GP GSA**") and that the GP GSA charges the personal property described therein in priority to the interest, right or claim of the Respondents.

5. The Respondent, Trustee, has defaulted under the General Security Agreement dated for reference February 27, 2018 entered into between Trustee as Debtor and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**Trustee GSA**") and that the Trustee GSA charges the personal property described therein in priority to the interest, right or claim of the Respondents.

6. The Borrowers, have defaulted under the Hypothecation of Bank Balances dated for reference February 27, 2018 entered into between the Borrowers as Debtors and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**Hypothecation Agreement**") and that the Hypothecation Agreement charges the personal property described therein in priority to the interest, right or claim of the Respondents.

7. The Borrowers and Canadian Red Bull Group Investment Management Ltd., Sunshine Treasurehunt Development Ltd., 1146506 B.C. Ltd., WJY 2015 Trust, Chanxia Jv, Hu Wang and Hong Xu, (collectively referred to as the "**Guarantors**", have defaulted under the Environmental Agreement and Indemnity dated for reference February 27, 2018 entered into between the Borrowers and Guarantors as Debtors and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**Environmental Agreement**") and that the Environmental Agreement charges the personal property described therein in priority to the interest, right or claim of the Respondents.

8. The Borrowers, have defaulted under an Assignment and Postponement of Creditor's Claims dated, for reference, February 27, 2018, entered into between 1146503 B.C. Ltd., as Creditor and the Borrowers, as Debtors, and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**1146503 Assignment and Postponement**") and that the 1146503 Assignment and Postponement charges the personal property described therein in priority to the interest, right or claim of the Respondents.

9. The Borrowers, have defaulted under an Assignment and Postponement of Creditor's Claims dated for reference February 27, 2018 entered into between 1146812 B.C. Ltd. as Creditor, the Borrowers as Debtors and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**1146812 Assignment and Postponement**") and that the 1146812 Assignment and Postponement charges the personal property described therein in priority to the interest, right or claim of the Respondents.

10. The Borrowers, have defaulted under an Assignment and Postponement of Creditor's Claims, dated for reference February 27, 2018, entered into between 1138555 B.C. Ltd., as Creditor, the Borrowers, as Debtors, and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**1138555 Assignment and Postponement**") and that the 1138555 Assignment and Postponement charges the personal property described therein in priority to the interest, right or claim of the Respondents.

11. The Borrowers, have defaulted under an Assignment and Postponement of Creditor's Claims dated for reference February 27, 2018, entered into between 1145804 B.C. Ltd., as Creditor, the Borrowers as Debtors, and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**1145804 Assignment and Postponement**") and that the 1145804 Assignment and Postponement charges the personal property described therein in priority to the interest, right or claim of the Respondents.

12. The Borrowers, have defaulted under an Assignment and Postponement of Creditor's Claims dated for reference February 27, 2018, entered into between Canada Redwood Education Group Ltd., as Creditor, the Borrowers as Debtors, and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**Canada Redwood Assignment and Postponement**") and that the Canada Redwood Assignment and Postponement charges the personal property described therein in priority to the interest, right or claim of the Respondents.

13. The Borrowers, have defaulted under an Assignment and Postponement of Creditor's Claims dated for reference February 27, 2018, entered into between the Guarantors as Creditors, the Borrowers as Debtors, and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**Guarantor Assignment and Postponement**") and that the Guarantor Assignment and Postponement charges the personal property described therein in priority to the interest, right or claim of the Respondents.

14. The Borrowers, have defaulted under an Assignment and Postponement of Creditor's Claims dated for reference February 27, 2018, entered into between, WJY 2015 Trust as Creditor, the Borrowers as Debtors, and the Petitioner, as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**Trust Assignment and Postponement**") and that the Trust Assignment and Postponement charges the personal property described therein in priority to the interest, right or claim of the Respondents.

15. The Respondent Borrowers have defaulted under a General Assignment of Leases dated for reference February 27, 2018 entered into between the Borrowers as Debtors and the Petitioner as Lender, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**General Assignment of**

Leases") and that the General Assignment of Leases charges the personal property described therein in priority to the interest, right or claim of the Respondents.

16. The Respondents, the Borrowers have defaulted under an Assignment of Interest Reserve Account dated for reference February 27, 2018 entered into between the Borrowers as Debtors, and the Petitioner as Lender, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**Assignment of Interest Reserve Account**") and that the Assignment of Interest Reserve Account charges the personal property described therein in priority to the interest, right or claim of the Respondents.

17. The Respondent Borrowers have defaulted under an Assignment of Rights Under Contracts dated for reference February 27, 2018 entered into between the Borrowers and the Petitioner as Lender, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K (the "**Assignment of Rights Under Contracts**") and that the Assignment of Rights Under Contracts charges the personal property described therein in priority to the interest, right or claim of the Respondents.

18. The Respondent Borrowers have defaulted under an Assignment of Money Due or Accruing Under Insurance Contracts dated for reference February 27, 2018, entered into between the Borrowers as Debtors and the Petitioner as Secured Party, and registered at the British Columbia Personal Property Registry on February 28, 2018 under Base Registration Number 596951K. (the "**Assignment of Money Due or Accruing Under Insurance Contracts**") and that the Assignment of Money Due or Accruing Under Insurance Contracts charges the personal property described therein in priority to the interest, right or claim of the Respondents.

19. (The LP GSA, GP GSA, Trustee GSA, Hypothecation Agreement, Environmental Agreement, 1146503 Assignment and Postponement, 1146812 Assignment and Postponement, 1138555 Assignment and Postponement, 1145804 Assignment and Postponement, Canada Redwood Assignment and Postponement, Guarantor Assignment and Postponement, Trust Assignment and Postponement, General Assignment of Leases, Assignment of Interest Reserve Account, Assignment of Rights Under Contracts, and Assignment of Money Due or Accruing under Insurance Contracts referred to in paragraphs 2 to 20 hereof are hereinafter collectively referred to as the "**Personal Property Security**")

20. The Respondents have defaulted under the terms of the Mortgage and that the amount of money due under the Mortgage and required to redeem the Lands and Premises and the Personal Property Security is the sum of \$10,271,511.26 as of April 26, 2023 together with interest at a daily rate of \$2,292.21 subject to the calculation and compounding provisions of the Mortgage, to accrue until the Lands and Premises are redeemed or sold, whether redemption or sale occurs before or after the date set for redemption and together with the Petitioner's costs of this proceeding.

21. The Petitioner receive ordinary costs of this proceeding on a Scale A basis but that the Petitioner have liberty to apply at any time in this proceeding for an Order for increased costs, if applicable.

22. The last day for redemption is December 22, 2023.

23. The Respondents, 8655 Granville Limited Partnership, Red Buffalo 8655 Management Corp, Red Buffalo 8655 Holdings Ltd., Canadian Red Buell Group Investment Management Ltd., Sunshine Treasurehunt Development Ltd., 1146506 B.C. Ltd., WJY 2015 Trust, Hong Xu, 1146503 B.C. Ltd., 1146812 B.C. Ltd., 1138555 B.C. Ltd., 1145804 B.C. Ltd.,

Canada Redwood Education Group Ltd. and Core Concept Consulting Ltd., pay to the Petitioner \$10,271,511.26 together with the Petitioner's costs of this proceeding.

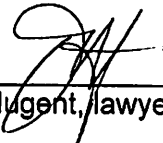
24. The application for Judgment against the Guarantors, Chang Xia Lv and Hu Wang be adjourned generally.

25. If any of the Respondents, on or before the last day set for redemption, pay into Court to the credit of this proceeding at the Court Registry, Courthouse, 800 Smithe Street, Vancouver, British Columbia, or pay to the solicitor for the Petitioner; or if no such solicitor exists, to the Petitioner, the amount required to redeem the Lands and Premises together with the Petitioner's costs of this proceeding before either Order Absolute of Foreclosure or an Order approving the sale of the Lands and Premises, the Petitioner shall reconvey the Lands and Premises free and clear of all encumbrances of the Petitioner, and deliver all deeds in its possession to the Respondents so paying or to whom they may appoint.

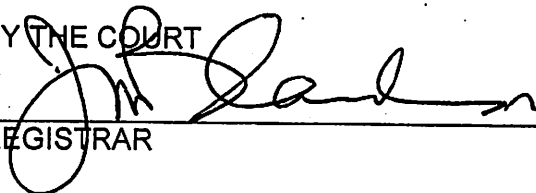
26. If the Lands and Premises are not redeemed, the Petitioner may apply for Order Absolute and on pronouncement of Order Absolute the Respondents and all persons claiming by, through or under them shall be foreclosed from all right, title, interest and equity of redemption in and to the Lands and Premises, that all money received under the Mortgage shall become the property of the Petitioner and that the Petitioner shall have vacant possession of the Lands and Premises.

27. The Petitioner may apply for a summary accounting of amounts owed to the Petitioner for interest, or as reimbursement for payments made for protective disbursements relating to taxes, insurance premiums or appraisals or for inspecting, repairing or maintaining the Lands and Premises or for other expenses which the Petitioner may incur before or after the date of the Order Nisi, before a Master in Chambers or by reference to the office of the District Registrar.

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



Daniel D. Nugent, lawyer for the Petitioner

BY THE COURT


REGISTRAR



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CANADIAN WESTERN BANK

PETITIONER

AND:

8655 GRANVILLE LIMITED
PARTNERSHIP
RED BUFFALO 8655 MANAGEMENT
CORP.
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CANADIAN RED BULL GROUP
INVESTMENT MANAGEMENT LTD.
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CANADA REDWOOD EDUCATION
GROUP LTD.
CORE CONCEPT CONSULTING LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION
(Order Nisi of Foreclosure)

38275-0032
DDN/slj

RICHARDS BUELL SUTTON LLP
BARRISTERS AND SOLICITORS
700 - 401 WEST GEORGIA STREET
VANCOUVER, B.C. CANADA V6B 5A1
604.682.3664