

Vancouver

19-Oct-20

REGISTRY

**Court No. S-209076
Vancouver Registry**

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

**IN THE MATTER OF THE RECEIVERSHIP OF
0043660 B.C. LTD.
(FORMERLY NAMED KAMLOOPS CHRYSLER DODGE JEEP RAM LTD.)**

**FIRST REPORT TO COURT
MCEOWN AND ASSOCIATES LTD.**

October 19, 2020

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A. INTRODUCTION

1. On September 8, 2020 the Bank of Nova Scotia (“BNS”) commenced proceedings in the Vancouver Registry of the Supreme Court of British Columbia, under Action No. S-209076, seeking the appointment of a receiver and manager of all of the assets, undertakings and property of Kamloops Chrysler Dodge Jeep Ram Limited (the “Company”).
2. By Order made September 8, 2020 McEown & Associates Ltd. (the “Receiver”) was appointed receiver, without security, of all of the assets, undertakings and property of the Company including all proceeds (the “September 8, 2020 Order”). A copy of the September 8, 2020 Order is attached and marked **Appendix “A”**.
3. The purpose of this report is to provide the Court and the parties with an update on the Receiver’s activities since being appointed, including but not limited to the following:
 - a. The Company’s insolvency proceedings;
 - b. Sale of the dealership;
 - c. Activities of Receiver since being appointed;
 - d. Legal counsel’s review of security;
 - e. Receipt and Disbursement of Funds;
 - f. Proposed distributions; and
 - g. Conclusions and Recommendations.

B. DISCLAIMER AND TERMS OF REFERENCE

4. Except as specified, in preparing this report the Receiver has obtained and relied upon unaudited, draft and/or internal information provided by the Company and its Director which advises has been compiled from the Company’s books and records. Where available, the Receiver has reviewed external records and

documentation including post-filing banking records, corporate searches and financial statements.

5. Except as otherwise described in this report:
 - a. the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information which has been provided in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountant Canada Handbook; and
 - b. the Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountant Canada Handbook.
 - c. This Report has been prepared solely for the purpose described and readers are cautioned that it may not be appropriate for other purposes.

C. THE COMPANY'S INSOLVENCY PROCEEDINGS

6. The Company was a Chrysler, Dodge Jeep and Ram dealership that had been in operations in Kamloops, BC for approximately 4 years. In September 2018 Mr. Guy Lemieux purchased the dealership by way of a share purchase agreement.
7. Mr. Lemieux has advised that prior to March 2020 the Company had been experiencing cash flow issues due to decreasing sales and increasing costs that resulted in operating losses.
8. As a result of the Company's cash flow issues the Bank of Nova Scotia ("BNS"), the primary secured lender, was closely monitoring the Company's business and reducing its loan facilities. On March 2, 2020, the BNS issued a 10-day Notice of

Intention to Enforce Security to the Company pursuant to s.244 of the *Bankruptcy and Insolvency Act* (“BIA”).

9. On March 9, 2020 the Company filed a Notice of Intention to Make a Proposal (“NOI”) pursuant to s. 50.4(1) of the BIA. McEown & Associates Ltd. was appointed proposal trustee.
10. Between March 2020 and August 20, 2020, the Company applied to Court for, and was granted, 5 extensions of the time for filing a proposal to its creditors. The final extension of time granted by the Court was to September 9, 2020.
11. As a result of the Company’s failure to file a Proposal by the September 9, 2020 deadline, the Company was deemed to have made an Assignment in Bankruptcy on September 10, 2020 and McEown and Associates Ltd. was appointed as Trustee.

D. SALE OF THE DEALERSHIP

12. Prior to filing the NOI the Company was actively trying to sell the dealership in an effort to maximize the return to the stakeholders and in particular its secured creditors.
13. On or about August 14, 2020 the Company accepted, subject to Court approval in the proposal proceedings, an offer to purchase substantially all of the assets of the Company (the “Inventory APA”).
14. On September 3, 2020 an order was made in the proposal proceedings approving the Inventory APA (as required under s.65.13 of the *BIA*) (the “September 3, 2020 Order”). The terms of September 3, 2020 Order provided, amongst other things, that the:
 - a. sale would complete by way of vesting order;

- b. the sale proceeds would be utilized to pay a brokerage fee incurred by the Company in securing the sale in the amount of \$157,500 to the Tim Lamb (the “Brokerage Fee”);
 - c. that for the purposes of determining the nature and priority of any and all security interests, hypothecs, mortgages, trusts or deemed trusts, liens, executions, levies, charges, or other financial monetary claims, whether or not they had attached or been perfected, registered or filed and whether secured, unsecured or otherwise (the “Claims”) the net proceeds from the sale would stand in the place and stead of the purchased assets with the same priority as they had with respect to those assets immediately prior to the sale; and
 - d. the Receiver, in its then capacity as proposal trustee, would hold the net sale proceeds pending resolution of the Claims.
- 15. By September 8, 2020 it had become apparent that the Company would not be in a position to complete the Inventory APA at which time the proceedings for appointment of the Receiver were commenced by the BNS and the September 8, 2020 Order was made. In addition to appointing the Receiver, the September 8, 2020 Order also recognized and adopted, as an order in the receivership proceedings, the September 3, 2020 Order thereby authorizing the Receiver to complete the Inventory APA.
- 16. The sale transaction contemplated by the Inventory APA was completed by the Receiver on September 9, 2020 and the net sale proceeds, after payment of the Brokerage Fee were remitted to the Receiver.

E. ACTIVITIES OF THE RECEIVER SINCE BEING APPOINTED

- 17. Following the sale closing, the Receiver took possession of the net sale proceeds of approximately \$7,000,000 and took the necessary steps to secure the other assets of the Company which consisted of the cash in the bank, customer

receivables, wage subsidy refund, insurance claim and a receivable from Chrysler Canada.

18. The Receiver prepared and filed/mailed the Notice and Statement of Receiver as required under Section 245 of the BIA.
19. The Receiver published a notice of its appointment in the Province newspaper as required under section 65 of the *Personal Property Security Act*.
20. The Receiver posted the Order Appointing the Receiver and Notice of Receiver's appointment on its website.
21. The Receiver notified the British Columbia Registry Services of its Appointment.
22. Since being appointed, the Receiver has been collecting receivables and filing necessary returns with the assistance of former employees of the Company.
23. The Receiver has paid the outstanding wages of the employees as required under the terms of the sale of the dealership.

F. REVIEW OF SECURITY

24. Prior to the appointment of the Receiver the Company had changed its name several times since incorporation as set out below:
 - a. January 22, 1959 – incorporated as Bill Mcauliffe Service Ltd.
 - b. July 14, 1964 – name changed to Bill Mcauliffe Motors Ltd.
 - c. February 1, 1982 – name changed to Mcauliffe Dodge Chrysler Ltd.
 - d. March 18, 1999 – name changed to Mcauliffe Dodge Chrysler Jeep Ltd.
 - e. June 15, 2005 – name changed to Kamloops Dodge Chrysler Jeep Limited

- f. February 11, 2019 – name changed to Kamloops Chrysler Dodge Jeep Ram Ltd.
 - g. September 9, 2020 – name changed to 0043660 B.C. Ltd.
- 25. Subsequent to its appointment the Receiver secured British Columbia Personal Property Registry (the “PPR”) searches for the Company under its current name and each of its former names and carried out a security review with its counsel. The search results are summarized in **Appendix “B”**: Schedule of British Columbia Personal Property Registry Registrations to this Report.
- 26. The searches indicate that as at the date of the September 8, 2020 Order and completion of the sale transaction various security interests were registered pursuant to the *Personal Property Security Act* [RSBC 1996] Chapter 359. The security registrations can generally be divided into two separate categories being:
 - a. general security agreements registered in the following priority:
 - i. Registration No. 96776K registered August 17, 2018 in favour of the Bank of Nova Scotia (“BNS”);
 - ii. Registration No. 994381K registered August 30, 2018 in favour of Roynat Inc. (“Roynat”); and
 - iii. Registration No. 997933K registered August 31, 2018 in favour of Brian Johnson and James McManes Holdings Ltd.;
 - b. serial number registrations for specific motor vehicles in favour of:
 - i. BNS;
 - ii. Roynat;
 - iii. The Company;
 - iv. Alberta Auto House Ltd.; and
 - v. Fraser City Motors Ltd.
- 27. The Receiver has reviewed documentation relating to the completion of the Inventory APA for the purposes determining whether any of the vehicles which

have serial number registrations in favour of Alberta Auto House Ltd. and Fraser City Motors Ltd. were sold in that transaction.

28. The New and Used Inventory Lists utilized for the purposes of closing the Inventory APA confirm that none of the vehicles identified above as having serial number registrations in favour of a third party were transferred under the Inventory APA and therefore the Receiver is of the view that the third party serial number security does not attach to the net sale proceeds.
29. The Receiver and its counsel have received and reviewed copies of the security documents supporting the BNS and Roynat PPR registrations as a result of which the Receiver is of the view:
 - a. that BNS has a first priority security interest in the Company assets including the net sale proceeds realised from the Inventory APA; and
 - b. Roynat has a second priority security interest in the Company assets including the net sale proceeds realised from the Inventory APA.
30. The Receiver has yet to receive or review the underlying security documents for Base Registration No. 997933K registered on behalf of Brian Johnson and James McManes Holdings Ltd. on August 31, 2018. Based on the PPR registration and subject to the receipt and review of the underlying security documents the Receiver is of the view that Brian Johnson and James McManes Holdings Ltd likely have a third priority security interest in the Company assets including the net sale proceeds realised from the Inventory APA.
31. The Receiver has yet to receive or review the underlying security documents for the serial number registrations in favour of Alberta Auto House Ltd. and Fraser City Motors Ltd. In those circumstances the Receiver is not presently in a position

to determine whether those companies have any enforceable security or in the event that do, what assets (if any) that security attaches to.

G. RECEIPT AND DISBURSEMENT OF FUNDS

32. The Receiver's Statement of Receipts and Disbursement is attached hereto as **Appendix "C"**.
33. The net receipts currently held in the Receiver's trust account is \$6,871,918. In addition, there is approximately \$330,000 in the Company's account that is being remitted to the Receiver by the BNS.

H. PROPOSED DISTRIBUTIONS

34. The underlying loan facilities in favour of the BNS and Roynat are continuing to accrue interest and other costs which, based on the Receiver's investigations, have first and second priority security. The Receiver is seeking directions to make interim distributions to the BNS and Roynat from the assets of the Company. It is anticipated that the proposed interim distributions will:
 - a. pay the entirety of the monies due and owing to the BNS, the secured creditor with first priority over the assets of the Company; and
 - b. a significant portion of the monies due and owing to Roynat, the secured creditor with second priority over the assets of the Company.
35. In order to ensure that there are sufficient funds available in the estate pending resolution of various outstanding issues including the claims of the CRA, the Ministry of Finance, British Columbia, the serial number security holders and any other potential secured creditor, the Receiver proposes distributing all of the funds presently held by it save for the sum of \$1,000,000 (the "Holdback").

I. CONCLUSIONS AND RECOMMENDATIONS

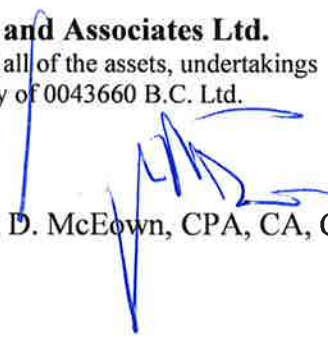
36. The Receiver currently has funds totaling approximately \$7,200,000 and intends to distribute approximately \$6,200,000 of these funds to the BNS and Roynat to reduce the ongoing accrual of interest subject to the Court's approval.
37. The Receiver will continue to realize on the remaining assets of the Company and confirm amounts owed to priority creditors.
38. The Receiver hereby requests the Court's approval to make an interim distribution in the amount of \$6,200,000 to pay the entirety of the monies due and owing to the BNS (the secured creditor with first priority over the assets of the Company) and to significantly reduce the amount owed to Roynat, the secured creditor with second priority over the assets of the Company.

DATED at the City of Vancouver, British Columbia, this 19th day of October, 2020.

McEown and Associates Ltd.

Receiver of all of the assets, undertakings
and property of 0043660 B.C. Ltd.

Per: John D. McEown, CPA, CA, CIRP, LIT



APPENDIX A

**Order of the Honourable Madam Justice Tucker
Pronounced September 8, 2020**



No. S-209076
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

THE BANK OF NOVA SCOTIA

Petitioner

- and -

KAMLOOPS CHRYSLER DODGE JEEP RAM LTD.

Respondent

IN THE MATTER OF THE RECEIVERSHIP OF
KAMLOOPS CHRYSLER DODGE JEEP RAM LTD.

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE

MADAM JUSTICE TUCKER

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08 SEPTEMBER 2020

ON THE APPLICATION of the Petitioner, The Bank of Nova Scotia, for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "LEA") appointing McEown & Associates Ltd. as receiver and manager (in such capacity, the "Receiver") without security, of all of the assets, undertakings and property of Kamloops Chrysler Dodge Jeep Ram Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit of Blair McRadu made September 8, 2020 and the consent of McEown & Associates Ltd. to act as the Receiver; AND ON HEARING Daniel Shouldice and Vicki Tickle, counsel for the Petitioner and those other counsel listed in Schedule "A" hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, McEown & Associates Ltd. is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtor, including all proceeds (the "Property").

RECOGNITION AND ADOPTION OF APPROVAL AND VESTING ORDER

2. The Order of the Honourable Madam Justice Devlin made September 3, 2020 (the "**Approval and Vesting Order**") in the Supreme Court of British Columbia, Division No. 04 – Vernon, Court No. 56401, Estate No. 11-2627555, and annexed hereto as Schedule "B", be and is hereby recognized and adopted as an Order in this proceeding.

RECEIVER'S POWERS

3. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order, including, for greater certainty, Guy Lemieux to act as agent for the Receiver;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting these amounts, including, without limitation, enforcement of any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to the Debtor;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
 - (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the

Debtor, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to [\$100,000.00], provided that the aggregate consideration for all such transactions does not exceed [\$250,000.00], other than the transaction referred to in paragraph 3(n); and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to take any and all steps necessary to give effect to the Approval and Vesting Order including such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transaction and conveyance of assets under an asset purchase agreement with 1261441 B.C. Ltd. (the "**Purchaser**") dated August 14, 2020, as amended August 31, 2020 (the "**Inventory APA**"), including any and all steps necessary to perform the obligations of the Vendor pursuant to the Inventory APA;
- (o) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtor;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. Each of (i) the Debtor; (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
6. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtor and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to the employees' right to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtor, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the

Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

17. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
18. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
19. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

20. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

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

otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
23. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed [\$500,000] (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
25. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
26. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
27. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

28. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

29. The Receiver shall establish and maintain a website in respect of these proceedings at: <https://www.mceownassociates.com/kamloops-chrysler-dodge-jeep-ram-lt> (the "**Website**") and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
30. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule C (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
31. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
32. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
33. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
34. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.



GENERAL

35. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
36. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
37. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
38. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
39. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
40. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided by the Petitioner's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
41. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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

APPROVED BY:


for Signature of Daniel Shouldice
lawyer for the Plaintiff


BY THE COURT

DISTRICT REGISTRAR



SCHEDULE "A"

List of Counsel

Name of Counsel	Party
Daniel Shouldice Vicki Tickle	The Bank of Nova Scotia and Roynat Inc.
Jeremy West	McEown & Associates Ltd.

SCHEDULE "B"

District of British Columbia (Yale)
Division No. 04 - Vernon
Court No. 56401
Estate No. 11-2627555

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF
KAMLOOPS CHRYSLER DODGE JEEP RAM LTD.

ORDER MADE AFTER APPLICATION (APPROVAL AND VESTING ORDER)

BEFORE) The Honourable Madam Justice Devlin) September 3, 2020

ON THE APPLICATION of Kamloops Chrysler Dodge Jeep Ram Ltd. (the "**Company**"), coming on for hearing by way of telephone at Vernon Law Court, British Columbia on September 3, 2020 AND ON HEARING Joseph Romanoski, counsel for the Company, and Jeremy West, counsel for McEown & Associates Ltd. in its capacity as Proposal Trustee (the "**Trustee**"), and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the 7th Affidavit of Guy Lemieux made on September 2, 2020 (the "**Affidavit**"), and the Trustee's Report on the Application to Approve Sale of the Dealership dated August 28, 2020; AND UPON BEING ADVISED that any secured creditors who are likely to be affected by this Order were given notice;

THIS COURT ORDERS AND DECLARES that:

1. The time for service of the Notice of Application is hereby abridged such that the Notice of Application is properly returnable today;
2. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated August 14, 2020 as amended August 31, 2020 (the "**Inventory APA**") between the Company and 1261441 B.C. Ltd. (the "**Purchaser**", and together with the Company, the "**Parties**"), copies of which are attached as **Exhibit "A"** and **Exhibit "B"** to the Affidavit, is hereby authorized and approved, and the Inventory APA is commercially reasonable. The execution of the Inventory APA by the Company is hereby authorized and approved and the Company is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Inventory APA (the "**Purchased Assets**"), including the execution of ancillary documents.

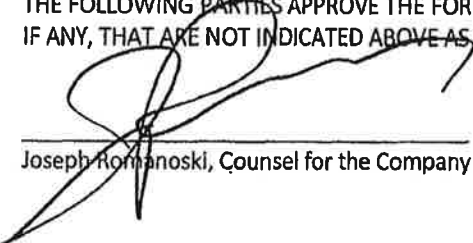
3. Upon delivery by the Trustee to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto, the (the "**Trustee's Certificate**"), all of the Company's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"** hereto), and for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets;
4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the "**Proceeds**") shall stand in the place and stead of the Purchased Assets, and from and after the Closing Date, all Claims against the Purchased Assets shall attach to the Proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
5. The Trustee is to file with the Court a copy of the Trustee's Certificate forthwith after the respective delivery thereof.
6. The Proceeds shall be remitted to the Trustee and the Trustee is hereby authorized and directed to, in consultation with the Company, disburse from the Proceeds on the day of filing the Trustee's Certificate, or as soon thereafter as practicable, on behalf of the Company (collectively, the "**Distributions**"):
 - (a) an amount not exceeding \$160,000 in respect of the Company's obligations owing under or arising from the Inventory APA as closing costs and/or brokerage fees (the "**Closing Obligations**"),and shall hold the balance in accordance with paragraph 4 herein.
7. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act of British Columbia*, the Company is hereby authorized and permitted (but not directed) to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Company's past and current employees, including personal information of those employees listed in Schedule 7 to the Inventory APA. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Company.
8. Subject to the terms of the Inventory APA, possession of the Purchased Assets shall be delivered by the Company to the Purchaser upon the delivery of the Trustee's Certificate as contemplated in

paragraph 3 hereof, subject to any Permitted Encumbrances as set out in the Inventory APA and listed on **Schedule "D"**.


9. The Company, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further order of this Court, provided however that the Closing Date shall not be extended beyond September 9, 2020 without the prior written consent of BNS and Roynat;
10. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Company now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of the Company,the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company and shall not be void or voidable by creditors of the Company, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
11. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Company, the Purchaser and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Company, the Purchaser and their agents as may be necessary or desirable to give effect to this Order or to assist the Company, the Purchaser and their agents in carrying out the terms of this Order.
12. The Company or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

13. Endorsement of this Order by counsel appearing on this application, other than counsel for the Company, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE NOT INDICATED ABOVE AS BEING BY CONSENT:



Joseph Romanoski, Counsel for the Company



SCHEDULE "A"

Schedule "B"

District of British Columbia (Yale)
Division No. 04 - Vernon
Court No. 56401
Estate No. 11-2627555

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

**IN THE MATTER OF THE PROPOSAL OF
KAMLOOPS CHRYSLER DODGE JEEP RAM LTD.**

TRUSTEE'S CERTIFICATE

1. Pursuant to an Order of the Court dated September 3, 2020 (the "**Approval and Vesting Order**"), the Court approved the Asset Purchase Agreement dated August 14, 2020 as amended on August 31, 2020 (the "**Inventory APA**") between Kamloops Chrysler Dodge Jeep Ram Ltd. (the "**Company**") and 1261441 B.C. Ltd. (the "**Purchaser**", and, collectively with the Company, the "**Parties**"), and ordered that all of the Company's right, title and interest in and to the Purchased Assets (as defined in the Approval and Vesting Order), vest in the Purchaser effective upon the delivery by McEown & Associates Ltd., in its capacity as the Company's Proposal Trustee of this certificate to the Purchaser confirming: (i) payment by the Purchaser and receipt by the Trustee of the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets; (ii) that the conditions to be complied with at or prior to the Closing as set out in **[Article 9]** of the Inventory APA have been satisfied or waived by the Company or the Purchaser, as applicable; and (iii) the purchase and sale of the Purchased Assets has been completed pursuant to the Inventory APA.

THE TRUSTEE HEREBY CERTIFIES as follows:

1. The Purchaser has paid and the Trustee has received the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets;
2. The conditions to be complied with at or prior to the Closing as set out in **[Article 9]** of the Inventory APA have been satisfied or waived by the Company or the Purchaser, as applicable; and

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

3. The purchase and sale of the Purchased Assets has been completed pursuant to the Inventory APA.

DATED at the City of Vancouver, in the Province of British Columbia, this • day of • 2020

**McEown & Associates, in its capacity as
the Proposal Trustee of the Company and
not in its personal or corporate capacity**

BY:

**John McEown
Trustee**

SCHEDULE "C"

Encumbrances to be Discharged

[all Encumbrances other than the Permitted Encumbrances on Schedule D]

- 9 -

SCHEDULE "D"

Permitted Encumbrances

None.

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that McEown & Associates Ltd., the receiver (the "**Receiver**") of all of the assets, undertakings and properties of Kamloops Chrysler Dodge Jeep Ram Ltd. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the 8th day of September 2020 (the "**Order**") made in SCBC Action No. [REDACTED] and/or SCBC Action No. [REDACTED] / Estate No. [REDACTED] has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of [REDACTED], being part of the total principal sum of [REDACTED] which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded ~~monthly~~ not in advance on the [REDACTED] day of each month after the date hereof at a notional rate per annum equal to the rate of [REDACTED] per cent above the prime commercial lending rate of [REDACTED] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [REDACTED].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the [REDACTED] day of [REDACTED], 202[REDACTED].

McEown & Associates Ltd., solely in its
capacity as Receiver of the Property, and not
in its personal capacity

Per:
Name:
Title:

Schedule "D"

Demand for Notice

TO: **The Bank of Nova Scotia**
 c/o McMillan LLP
 Attention: Vicki Tickle / Daniel Shouldice
 Email: vicki.tickle@mcmillan.ca / daniel.shouldice@mcmillan.ca

AND TO: **McEown & Associates Ltd.**
 c/o Watson Goepel LLP
 Attention: Jeremy West
 Email: jwest@watsongoepel.com

Re: In the matter of the Receivership of Kamloops Chrysler Dodge Jeep Ram Ltd.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By facsimile, at the following facsimile number (or numbers):

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

APPENDIX B

Schedule of British Columbia Personal Property Registry Registrations

Appendix "B"

Schedule of British Columbia Personal Property Registry Registrations

Base Reg. Number	Collateral	Secured Party	Reg. Date	Expiry Date
967776K	all present and after-acquired personal property of the debtor	BNS	Aug 17, 2018	Aug 17, 2023
994381K	all the present and after-acquired personal property of the debtor and an uncrystallized floating charge on land	Roynat	Aug 30, 2018	Aug 30, 2026
997933K	all of the debtor's present and after acquired personal property and an uncrystallized floating charge on land	Brian Johnson and James McManes Holdings Ltd.	Aug 31, 2018	Aug 31, 2023
072569M	3C6RR7KTXHG746094 2017 DODGE RAM 1500	BNS	Feb 20, 2020	Feb 20, 2021
072893M	1C4HJXEG0KW602556 2019 JEEP WRANGLER	BNS	Feb 21, 2020	Feb 21, 2021
072900M	JM1BN1M30H1133075 2017 MAZDA MAZDA3	BNS	Feb 21, 2020	Feb 21, 2021
072907M	1C6RR7LT0HS818556 2017 DODGE RAM 1500	BNS	Feb 21, 2020	Feb 21, 2021
072910M	3C4PDCAB8ET208075 2014 DODGE JOURNEY	BNS	Feb 21, 2020	Feb 21, 2021
072923M	3C4PDCCG1FT725129 2015 DODGE JOURNEY	BNS	Feb 21, 2020	Feb 21, 2021
072926M	1FMCU9J93JUD39473 2018 FORD ESCAPE	BNS	Feb 21, 2020	Feb 21, 2021
072928M	1C6RR7FG7KS594790 2019 DODGE RAM 1500	BNS	Feb 21, 2020	Feb 21, 2021

073729M	2C3CCAGGXKH618264 2019 CHRYSLER 300	BNS	Feb 21, 2020	Feb 21, 2021
073742M	1C3CDFBB6ED815004 2014 DODGE DART	BNS	Feb 21, 2020	Feb 21, 2021
080053M	3C6UR5DL3KG579290 2019 DODGE RAM 2500	BNS	Feb 25, 2020	Feb 25, 2021
082640M	3C6UR5DL3KG579290 2019 DODGE RAM 2500	BNS	Feb 26, 2020	Feb 26, 2021
082642M	JA4AJ4AW4JZ610700 2018 MITSUBISHI RVR	BNS	Feb 26, 2020	Feb 26, 2021
102439M	3N1CN7AP3EL819326 2014 NISSAN VERSA 1C3CDZCB5CN201357 2014 DODGE AVENGER 1FA6P0HD1E5402283 2014 FORD FUSION 3N1AB7AP1EL676649 2014 NISSAN SENTRA	Alberta Auto House Ltd.	Mar 5, 2020	Mar 5, 2022
102555M	2C3CCAGGXKH618264 2019 CHRYSLER 300	BNS	Mar 5, 2020	Mar 5, 2021
102556M	3C4NJDAB8JT396449 2018 JEEP COMPASS	BNS	Mar 5, 2020	Mar 5, 2021
102565M	JA4AJ4AW4JZ610700 2018 MITSUBISHI RVR	BNS	Mar 5, 2020	Mar 5, 2021
105239M	KNDJT2A20B7197172 2011 KIA SOUL	BNS	Mar 6, 2020	Mar 6, 2021
114218M	4T1BZ1FB3KU001213 2019 TOYOTA AVALON	BNS	Mar 11, 2020	Mar 11, 2021
114219M	3VV2B7AX1JM031183 2018 VOLKSWAGEN TIGUAN	BNS	Mar 11, 2020	Mar 11, 2021
114220M	1C6RR7FG4JS101565 2018 DODGE RAM 1500	BNS	Mar 11, 2020	Mar 11, 2021

114227M	1C4NJDABXDD107985 2013 JEEP COMPASS	BNS	Mar 11, 2020	Mar 11, 2021
114228M	2C3CDYAG1CH259158 2012 DODGE CHALLENGER	BNS	Mar 11, 2020	Mar 11, 2021
114229M	1G1PJ5SB1D7262316 2013 CHEVROLET CRUZE	BNS	Mar 11, 2020	Mar 11, 2021
114247M	2C4RDGBG8GR321721 2016 DODGE GRAND CARAVAN	BNS	Mar 11, 2020	Mar 11, 2021
114249M	1C6RR7LG9JS309879 2018 DODGE RAM 1500	BNS	Mar 11, 2020	Mar 11, 2021
114258M	1C6RR7LT6GS324796 2016 DODGE RAM 1500	BNS	Mar 11, 2020	Mar 11, 2021
114564M	1C6RR7MT2JS174806 2018 DODGE RAM 1500	BNS	Mar 12, 2020	Mar 12, 2021
114569M	3C63RRJL9KG523880 2019 DODGE RAM 3500	BNS	Mar 12, 2020	Mar 12, 2021
114572M	3C63RRJL5KG523889 2019 DODGE RAM 3500	BNS	Mar 12, 2020	Mar 12, 2021
114580M	1C4HJXEN4KW549942 2019 JEEP WRANGLER	BNS	Mar 12, 2020	Mar 12, 2021
114587M	2C3CDXJG7KH569260 2019 DODGE CHARGER	BNS	Mar 12, 2020	Mar 12, 2021
114588M	2C3CDXJG0KH569262 2019 DODGE CHARGER	BNS	Mar 12, 2020	Mar 12, 2021

114592M	1C6RR7FG5KS583528 2019 DODGE RAM 1500 CL	BNS	Mar 12, 2020	Mar 12, 2021
114597M	JA4AJ4AW7KU600810 2019 MITSUBISHI RVR	BNS	Mar 12, 2020	Mar 12, 2021
115268M	2C3CCAGG4KH618258 2019 CHRYSLER 300	BNS	Mar 12, 2020	Mar 12, 2021
115270M	2C3CCAGG1KH618265 2019 CHRYSLER 300	BNS	Mar 12, 2020	Mar 12, 2021
115272M	6RR7LT5KS624063 2019 DODGE RAM 1500 CL	BNS	Mar 12, 2020	Mar 12, 2021
115274M	1C4RJFDJ1HC753525 2017 JEEP GRAND CHEROKEE	BNS	Mar 12, 2020	Mar 12, 2021
115275M	ML32F3FJ1JHF12819 2018 MITSUBISHI MIRAGE	BNS	Mar 12, 2020	Mar 12, 2021
115283M	1C6RR7LT0GS335213 2016 DODGE RAM 1500	BNS	Mar 12, 2020	Mar 12, 2021
115284M	3GCUKSECXGG344404 2016 CHEVROLET SILVERADO	BNS	Mar 12, 2020	Mar 12, 2021
115285M	JA4JZ4AXXJZ613179 2018 MITSUBISHI OUTLANDER	BNS	Mar 12, 2020	Mar 12, 2021
115289M	3C63R3GJ8GG365588 2016 DODGE RAM 3500	BNS	Mar 12, 2020	Mar 12, 2021
115290M	7LG5HS537081 2017 DODGE RAM 1500	BNS	Mar 12, 2020	Mar 12, 2021

115291M	1C4RJFAG3FC601820 2015 JEEP GRAND CHEROKEE	BNS	Mar 12, 2020	Mar 12, 2021
115292M	1C4HJXEN8KW607079 2019 JEEP WRANGLER	BNS	Mar 12, 2020	Mar 12, 2021
115293M	1C4HJXEN8KW607082 2019 JEEP WRANGLER	BNS	Mar 12, 2020	Mar 12, 2021
115294M	1C4HJXEN9KW607088 2019 JEEP WRANGLER	BNS	Mar 12, 2020	Mar 12, 2021
115295M	1C4HJXEN6KW607100 2019 JEEP WRANGLER	BNS	Mar 12, 2020	Mar 12, 2021
115297M	1C4HJXEN3KW607104 2019 JEEP WRANGLER	BNS	Mar 12, 2020	Mar 12, 2021
115298M	1C4HJXEN0KW607111 2019 JEEP WRANGLER	BNS	Mar 12, 2020	Mar 12, 2021
115299M	1C4HJXEN6KW607114 2019 JEEP WRANGLER	BNS	Mar 12, 2020	Mar 12, 2021
115301M	1C4HJXEN0KW607125 2019 JEEP WRANGLER	BNS	Mar 12, 2020	Mar 12, 2021
115310M	1C4HJXEN3KW607085 2019 JEEP WRANGLER	BNS	Mar 12, 2020	Mar 12, 2021
119002M	1C6SRFHT6LN231709 2020 DODGE RAM 1500 LIMITED	Fraser City Motors Ltd.	Mar 13, 2020	Mar 13, 2021
395974M	1C6SRFTT4KN704755 2019 RAM 1500	the Company	Aug 11, 2020	Aug 11, 2023

APPENDIX C

Statement of Receipts and Disbursements

District of British Columbia
Division No. 03 - Vancouver
Court No. S-209076
Estate No. 11-254285

**In the matter of the Receivership of
0043660 B.C. LTD.**
Form 12
Final Statement of Receipts and Disbursements

Final

RECEIPTS

1. Asset Realization

Accounts receivable	57,962.44	
Sale of assets en bloc	<u>7,017,998.50</u>	7,075,960.94

TOTAL RECEIPTS

7,075,960.94

DISBURSEMENTS

2. Fees Paid

To official receiver	<u>71.54</u>	71.54
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3. Notice of first meeting

Local paper	<u>442.29</u>	442.29
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4. Federal and Provincial taxes

GST paid on disbursements exclusive of fees	<u>724.77</u>	724.77
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5. Miscellaneous

Payroll deductions	36,642.71	
Courier	47.00	
Wages	104,692.33	
Legal fees/disbursements	14,995.65	
Consultant Fees	3,930.00	
Group RRSP	1,826.01	
Union Dues	849.94	
Vehicle Lien Payout	<u>39,820.00</u>	202,803.64

TOTAL DISBURSEMENTS

204,042.24

Note: How much of the total disbursements was paid for
services provided by persons related to the trustee?

0.00

Amount available for distribution

6,871,918.70

6. Levy payable under section 147 of the Act

0.00

7. Unsecured creditors

Proved claims of 0.00

8. Amount retained in the Trust account by the Trustee:

6,871,918.70

Dated at the city of Vancouver in the Province of British Columbia, this 19th day of October 2020.

McEown and Associates Ltd. - Licensed Insolvency Trustee

Per:



John McEown - Receiver
110 - 744 West Hastings Street
Vancouver BC V6C 1A5
Phone: (604) 558-8020 Fax: (604) 558-8021