



No. S246753
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ECAPITAL FREIGHT FACTORING, INC.

PLAINTIFF

AND:

PRO WEST TRANSPORT LTD. and HARBINDER BINDY SANGARA (DECEASED)

DEFENDANTS

NOTICE OF APPLICATION

Name of applicant: eCapital Freight Factoring, Inc.

To: The parties on the Service List attached as **Schedule "A"**

TAKE NOTICE that an application will be made by the applicant to the presiding Judge or Associate Judge at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, on the 25th day of November, 2025, at 9:45 a.m., for the order(s) set out in Part 1 below.

The applicant estimates that the application will take 15 minutes.

☐ This matter is within the jurisdiction of an associate judge.

☒ This matter is not within the jurisdiction of an associate judge.

Part 1: ORDER(S) SOUGHT

1. An order substantially in the form attached as **Schedule "B"**:

- a. approving the sale of the lands and premises located at 25-8701 16th Ave., Burnaby, BC;
- b. authorizing and directing the Receiver to distribute the net proceeds of the sale without further order; and
- c. approving the activities of the Receiver to date, as set out in the Receiver's Second Report to Court.

2. Such further and other relief as this Honourable Court deems to be just and appropriate in the circumstances.

Part 2: FACTUAL BASIS

Background

3. Pro West Transport Ltd. (“**Pro West**”), is a part of the BST Transportation Group of companies (“**BST Group**”), which operated several businesses specializing in supply chain services.
4. Harbinder (Bindy) Sangara was the sole director and shareholder (or controlling shareholder) of the BST Group, including Pro West.
5. Significant financial and operational issues began to arise with the BST Group following the death of Mr. Sangara on September 5, 2023. Mr. Sangara died without a Will, and since his death the BST Group has ceased all operations.
6. The plaintiff, eCapital Freight Factoring, Inc. (“**eCapital**”) is the senior secured creditor of Pro West (and other BST Group companies) pursuant to:
 - a. a Loan Agreement dated January 29, 2021 (the “**Loan Agreement**”);
 - b. a Factoring and Security Agreement also dated January 29, 2021 (the “**Factoring Agreement**”); and
 - c. a General Security Agreement dated January 29, 2021 (the “**GSA**”), which grants a general and continuing security interest in all present and after-acquired property of Pro West, which stand as security for all indebtedness, obligations and liabilities, direct or indirect, of Pro West to eCapital.
7. By Order of the Honourable Justice Thomas made on April 14, 2025 (the “**Receivership Order**”), McEown and Associates Ltd. was appointed as the receiver and manager (in such capacity, the “**Receiver**”) of all of the assets, undertakings and property of Pro West.

8. The Receivership Order specifically authorized the Receiver to assign Pro West into bankruptcy, and for McEown to be appointed trustee of the bankruptcy estate. On June 6, 2025, the Receiver assigned Pro West into bankruptcy pursuant to section 49 of the *Bankruptcy and Insolvency Act*, and was appointed trustee of the estate of Pro West.
9. Following a summary trial application brought by eCapital on April 14, 2025, Justice Thomas made an Order which:
 - a. ordered Pro West pay to eCapital the sum of \$1,999,093.28 together with post-judgment interest pursuant to the Loan Agreement;
 - b. ordered Pro West pay to eCapital the sum of \$739,870.79 together with post-judgment interest pursuant to the Factoring Agreement; and
 - c. declared that eCapital holds an equitable mortgage (the “**Equitable Mortgage**”) in and to lands and premises with a civic address of 25-8701 16th Ave., Burnaby, BC (the “**Property**”), securing all debts and obligations due and owing by Pro West to eCapital under the Loan Agreement and Factoring Agreement

(the “**Judgment**”).
10. On August 15, 2025, Justice Wilkinson authorized and directed the Receiver to make an initial interim distribution to eCapital in the amount of \$700,000 (the “**Interim Distribution**”), from the proceeds of sale of Pro West’s fleet of trailers that the Receiver was able to locate and seize.
11. The Receiver made the Interim Distribution to eCapital on August 20, 2025.
12. Following the Interim Distribution, Pro West continues to be indebted to eCapital in the amount of approximately \$2 million pursuant to the Judgment.

Property Listing History and Marketing

13. The Property is a 1,384 square foot residential strata townhouse built in 1998, with three bedrooms and four bathrooms (two full and two half bathrooms). The 2025 BC Assessment value of the property was \$1,223,000, effective as of July 1, 2024.
14. The Receiver retained Alan Eagleton of RE/MAX Sabre Realty Group as its real estate agent for the purpose of listing and marketing the Property.
15. The Property has been continuously listed since May 1, 2025. The Property was initially listed at \$1,279,000, and the list price was reduced on the following dates:
 - a. June 3, 2025 - \$1,189,000;
 - b. July 2, 2025 - \$1,099,000;
 - c. August 3, 2025 - \$1,089,000;
 - d. September 15, 2025 - \$999,000.
16. The Property was marketed on the Multiple Listing Service, and was also advertised on the Eagleton Group's website, the Eagleton Group's Facebook page, Youtube, X account, REW.com, RE/MAX Sabre's website, Instagram, Craigslist.com, and Kijiji.com.
17. The Receiver's realtor held a total of 16 open houses at the Property. The Property was shown to 74 prospective purchasers, either at open houses or scheduled viewings by realtors.
18. The Property generated very little interest from prospective purchasers when listed at the higher price, and did not generate any offers until the list price was reduced to \$999,000.

Offers and Purchase Contract

19. On September 26, 2025, Michael Yong Cha and Susie To (the “**Purchasers**”) made an offer to purchase the Property for a purchase price of \$1,000,000, less a \$20,000 decorating allowance to be credited to the Purchasers.
20. Also on September 26, 2025, the Receiver made a counteroffer to the Purchasers for a purchase price of \$990,000 (with no decorating allowance), which was accepted by the Purchasers (the “**Contract**”).
21. The Receiver did not receive any other offers for the Property.
22. The Purchasers have paid a \$50,000 deposit pursuant to the Contract. The Contract is now subject free, other than court approval.
23. The Receiver’s realtor has been instructed to continue to market the Property and bring the application materials and the sealed bid process to the attention of other interested parties.

Registered Charges and Other Claims Against Pro West

24. The following sets out the charges registered against the Property in the Vancouver Land Title Office on the following dates, under the following registration numbers:

Charge Holder	Charge	Registration Date	Registration Number	Amount of Judgment / Lien
Canadian Western Bank	Mortgage Assignment of Rents	October 15, 2007	BB128215 BB128216	\$415,051.66 (Order Nisi as at July 10, 2025)
eCapital Freight Factoring Inc.	Certificate of Pending Litigation	October 1, 2024	CB1627747	

Director of Employment Standards	Judgment	October 23, 2024	CB1668302	\$24,040.63
The Owners, Strata Plan LMS 3670	Strata Property Act Lien	January 29, 2025	CB1841680	\$1,504.55
Canadian Western Bank	Certificate of Pending Litigation	November 11, 2025	CB1917474	
eCapital Freight Factoring, Inc.	Judgment	April 16, 2025	CB1989757	\$2,738,964.07

CWB Mortgage

25. Canadian Western Bank (“**CWB**”) commenced foreclosure proceedings against the Property by petition filed on March 10, 2025. On July 10, 2025, CWB obtained Order Nisi, with the amount required to redeem being \$415,051.66 plus interest at CWB’s prime rate plus 0.50% per annum, and CWB’s assessed costs.
26. Under paragraph 2 of the Receivership Order, CWB’s first mortgage against the Property is unaffected by that Order, and has priority ahead of the Receiver’s Charge and the Receiver’s Borrowing Charge (as defined in the Receivership Order).

Strata Lien

27. The lien registered by The Owners, Strata Plan LMS 3670 is registered pursuant to section 116 of the *Strata Property Act*, which provides that such lien ranks in priority to every other lien or registered charge (with some exceptions that do not apply in the circumstances).

Employee Claims

28. The judgment registered by the Director of Employment Standards in the amount of \$24,040.63 relates to a Determination made by the Director of Employment Standards on February 29, 2024 against Pro West and other BST Group companies for:
 - a. unpaid wages (including vacation pay, compensation for length of service, and interest) in the amount of \$21,540.63; and
 - b. administrative penalties in the amount of \$2,500

(the “**ESB Judgment**”).
29. The ESB Judgment ranks in priority subsequent to Pro West’s indebtedness to eCapital, which is secured by the eCapital Equitable Mortgage.
30. However, the Receiver is aware of employee claims advanced through the Employment Standards Branch under the *Wage Earner Protection Program Act*, SC 2005, c 47, s 1 (“**WEPPA**”). The Receiver is of the view that the employees of Pro West have priority claims of up to \$2,000 against the bankruptcy estate of Pro West, pursuant to section 81.3(1) of the *Bankruptcy and Insolvency Act* (“**BIA**”) and the Receiver’s obligations under *WEPPA*.
31. The Receiver has been advised by the Employment Standards Branch that the total amount of priority employee claims against Pro West which are secured by s. 81.3(1) of the *BIA* is \$45,349.12.
32. The Receiver held back \$156,459.53 in its trust account from the sale Pro West’s fleet of trailers and there remains sufficient funds available to deal with the priority employee claims.

GST claim

33. After its appointment the Receiver was notified by the Canada Revenue Agency (CRA) that it was asserting a deemed trust claim pursuant to subsections 222(1) and (3) of the *Excise Tax Act* for GST collected but not paid by Pro West, in the total amount of \$441,315.18 (the “**CRA Claim**”).
34. As a result of the bankruptcy of Pro West, the CRA’s priority was reversed. Subsection 222(1.1) of the *Excise Tax Act* provides that the deemed trust created by s. 222(1) does not apply, at or after the time a person becomes bankrupt, to any amounts that, before that time, were collected or became collectible by that person as or on account of tax under Division II (i.e., GST). The Receiver is of the view that the CRA Claim for unremitted GST does not have priority over the indebtedness of Pro West to eCapital which is secured by the Equitable Mortgage.
35. In addition, the issue of priority between the CRA Claim and eCapital’s claim was resolved by agreement, pursuant to which the Receiver General for Canada was paid \$100,000 by the Receiver from the proceeds of sale of Pro West’s fleet of trailers, and in exchange the Receiver General agreed to not assert priority over eCapital against any of the assets which are subject to eCapital’s security that is the subject matter of these proceedings (including the Property).

ICBC Claim

36. The Receiver has also been notified by the Insurance Corporation of British Columbia (ICBC) that Pro West is indebted to ICBC in the amount of \$368,547.08 as of May 21, 2025, plus interest continuing to accrue thereafter (the “**ICBC Claim**”).
37. The Receiver is of the view that the ICBC Claim is unsecured and does not have priority over the indebtedness secured by the eCapital GSA. In addition, ICBC has not asserted security or priority for the ICBC Claim.

Proposed Distribution

38. Based on the foregoing, eCapital seeks an order authorizing and directing the Receiver to distribute the net purchase price of the Property, after the usual adjustments between vendors and purchasers, in accordance with the following priorities:
- a. in payment of any arrears of property taxes, water and sewer rates, interest and penalties thereon;
 - b. in payment of real estate commission and GST thereon;
 - c. in payment of outstanding strata fees, charges or liens which rank in priority to the registered mortgage under section 116 and 118 of the *Strata Property Act*, SBC 1998, c 43;
 - d. to CWB, the amount required to pay the outstanding balance of its mortgage;
 - e. to eCapital Freight Factoring Inc., the amount required to pay the balance of its judgment; and
 - f. the balance of the remaining proceeds of the sale, if any, to be held by the Receiver pending further Order of this Court.

Part 3:LEGAL BASIS

39. eCapital relies on:
- a. the Receivership Order;
 - b. the *Supreme Court Civil Rules*, including Rule 13-5;
 - c. the *Law and Equity Act*, including s. 15;
 - d. the *Bankruptcy and Insolvency Act* and the *Bankruptcy and Insolvency General Rules*;

- e. the original, auxiliary and ancillary jurisdiction in bankruptcy of this Honourable Court under s. 183 of the *BIA*; and
- f. the inherent jurisdiction of this Honourable Court.

Sale Approval

40. Pursuant to the Receivership Order, the Receiver is empowered and authorized to:
- a. market any or all of Pro West's 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 deems considers appropriate (para. 3(k);
 - b. sell Pro West's property or any part or parts thereof out of the ordinary course of business, with the approval of the Court in respect of any transaction exceeding \$50,000 (para. 3(l)(ii)); and
 - c. to apply for any vesting order or other orders necessary to convey Pro West's property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances (para. 3(m)).
41. The factors that the Court ought to consider with respect to the approval of a sale in receivership proceedings are set out in *Royal Bank of Canada v. Soundair Corp*:
- a. whether the receiver has made a sufficient effort to get the best price and has not acted improvidently;
 - b. the interests of all parties;
 - c. the efficacy and integrity of the process by which offers are obtained; and
 - d. whether there has been unfairness in the working out of the process.

Royal Bank of Canada v. Soundair Corp., 1991 CanLII 2727 (ON CA)

42. In consideration of the *Soundair* principles, the Receivership Order, and s. 243(1)(c) of the *BIA*, the Court has the authority to approve the sale of, and vest title in, the Property to the purchasers free and clear of all encumbrances.
43. The Receiver used an efficient process with integrity to market the Property. In particular, the Receiver engaged an experienced real estate agent to market the Property for sale. The Property has been continuously listed for sale for over six (6) months starting May 1, 2025, and the Receiver's real estate agent undertook a variety of marketing activities as described above.
44. The Receiver considered the interests of all parties, including Pro West and its senior secured creditor in recommending the Contract to this Honourable Court for approval.
45. Ultimately, the Receiver has acted prudently and in a commercially reasonable manner with respect to the sale process for the Property. The sale process followed by the Receiver had integrity. There was no unfairness in the working out of the sale process, which was fair, open, and transparent.

Distribution of Sale Proceeds

46. Section 13 of the Receivership Order provides that the Receiver is to hold the proceeds of sale of property and disburse those proceeds in accordance with further Order of this Court:

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 [underlining added].

47. Based on the Receiver's review of the claims presently known to it and the security registrations particularized herein, the Receiver is of the view that eCapital is the senior secured creditor of Pro West, subject only to:
 - a. the CWB first mortgage against the Property;
 - b. the *Strata Property Act* lien against the Property; and
 - c. priority employee claims pursuant to s. 81.3(1) of the *BIA*.
48. eCapital's judgment is secured by:
 - a. the GSA against all of Pro West's present and after-acquired property (including real property); and
 - b. the Equitable Mortgage in and to the Property.
49. A judgment creditor cannot take more than the interest of the judgment debtor, and a judgment creditor's interest is subject to the equities in favour of an unregistered interest given by the owner prior to obtaining the judgment.

Chickak v. Chichak, 2021 BCCA 286

50. In *Yeulet v. Matthews*, 1982 CanLII 548 (BC SC), the Court held that an equitable mortgage created prior to the registration of a judgment, but not itself registered, took priority over the judgment.
51. In this case, eCapital's Equitable Mortgage was created by the GSA made on January 29, 2021, and confirmed by the Order of Justice Thomas made on April 14, 2025.

52. Accordingly, the Equitable Mortgage pre-existed the ESB Judgment and has priority over that subsequently registered judgment.
53. Under sections 81.3(1) of the *BIA*, employee claims for unpaid wages rendered in the six-month period before bankruptcy are secured, to the extent of \$2,000, by security on the bankrupt's current assets on the date of the bankruptcy.
54. The Receiver holds \$156,459.53 in trust, which is sufficient funds to secure the priority employee claims pursuant to s. 81.3(1) of the *BIA* in the amount \$45,349.12.
55. The proposed distribution of the net sale proceeds of the Property will be sufficient to pay out the strata lien and CWB's mortgage in their entirety, with the balance being paid to eCapital on account of its judgment and Equitable Mortgage.
56. The Receiver has determined that it is in the best interests of Pro West's stakeholders to distribute the proceeds of the sale in accordance with the priorities set out above.

Receiver's Activities

57. The Receiver has acted with good faith throughout these proceedings and has complied with the statutory requirements of receivers as set out in the *BIA* and the Receivership Order. The activities as set out in the Receiver's Second Report to Court were undertaken with the objective of maximizing recovery for stakeholders.

Part 4: MATERIAL TO BE RELIED ON

58. Receiver's First Report to Court dated July 31, 2025.
59. Receiver's Second Report to Court (to be filed).
60. Affidavit #1 of A. Eagleton made November 3, 2025.
61. Affidavit #1 of T. Norman made March 12, 2025.
62. Such further materials as counsel may advise and this Honourable Court may permit.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application:

- (a) file an application response in Form 33;
- (b) file the original of every affidavit, and of every other document, that:
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Date: November 13, 2025

*Thomas
Hanson for:*

Signature of Jeremy D. West
Counsel for eCapital Freight Factoring, Inc.

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs _____. of Part 1 of this notice of application

☐ with the following variations and additional terms:

Date: _____

Signature of ☐ Judge ☐ Associate Judge

APPENDIX

[The following information is provided for data collection purposes only and is of no legal effect.]

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

Schedule "A"

No. S-246753
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ECAPITAL FREIGHT FACTORING, INC.

PLAINTIFF

AND:

PRO WEST TRANSPORT LTD. and HARBINDER BINDY SANGARA (DECEASED)

DEFENDANTS

SERVICE LIST
(November 12, 2025)

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<p>Employment Standards Branch (ESB) 800 Hornby St., Vancouver, BC V6Z 2C5</p> <p>Sheri Bor Email: Sheri.Bor@gov.bc.ca Telephone: 778-572-3365</p>	<p>Insurance Corporation of British Columbia (ICBC) #142 – 151 W. Esplanade North Vancouver, BC V7M 3H9</p> <p>Sonia Sidhu Email: AccountServices@icbc.com Telephone: 604-981-8134</p>
<p>Canadian Western Bank (CWB) c/o Gowling WLG (Canada) LLP P.O. Box 30 2300 – 550 Burrard St., Vancouver, BC V6C 2B5</p> <p>Jonathan Ross Email: jonathan.ross@gowlingwlg.com Telephone: 604.891.2778</p> <p>Annie Nguyen Email: annie.nguyen@gowlingwlg.com</p>	<p>McEown and Associates Ltd. 110 – 744 W. Hastings St., Vancouver, BC V6C 1A5</p> <p>John McEown Email: jm@mceownassociates.ca Telephone: 604.558.8012</p>
<p>Pro West Transport Ltd. c/o Registered Office 10th Floor, 938 Howe St., Vancouver, BC V6Z 1N9</p>	<p>Helen Sangara #42 – 1871 165A Street Surrey, BC V3Z 9N3</p>
<p>Wesfab Industries Ltd 160 – 4631 Shell Rd., Richmond, BC V6X 3M4</p> <p>Kevin Wilson Email: kevin@wesfab.ca Telephone: 604.868.4290</p> <p>c/o Kahn Zack Ehrlich Lithwick LLP 300 – 10991 Shellbridge Way Richmond, BC V6X 3C6</p> <p>Angela Folino Email: afolino@kzellaw.com Telephone: 604.232.7227</p>	<p>Tracey Robbins c/o Cassady Law LLP 330-522 Seventh St New Westminster, BC V3M 5T5</p> <p>Kaila Dotten Email: dotten@cassadylaw.com</p>

Schedule "B"

No. S246753
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ECAPITAL FREIGHT FACTORING, INC.

PLAINTIFF

AND:

PRO WEST TRANSPORT LTD. and HARBINDER BINDY SANGARA (DECEASED)

DEFENDANTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE

)
)
)

November 25, 2025

ON THE APPLICATION of the plaintiff coming on for hearing at Vancouver, British Columbia, on the [REDACTED] day of [REDACTED], 2025; AND ON HEARING Jeremy D. West, counsel for the plaintiff, and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the Second Report of the Receiver dated [REDACTED] (the "Second Report");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "Transaction") contemplated by the Contract of Purchase and Sale dated September 26, 2025 (the "Sale Agreement") between McEown and Associates Ltd., in its capacity as Court-appointed Receiver and Manager (in such capacity, the "Receiver") of Pro West Transport Ltd. (the "Debtor"), and Michael Yong Cha and Susie To (the "Purchasers"), a copy of which is attached as Schedule "B" hereto is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver 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 Purchasers of the assets described in the Sale Agreement (the "Purchased Assets").

2. Upon delivery by the Receiver to the Purchasers of a certificate substantially in the form attached as Schedule “C” hereto (the “Receiver’s Certificate”), all of the Debtor’s right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule “D” hereto shall vest absolutely in the Purchasers 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) any encumbrances or charges created by the Order of this Court dated April 14, 2025; (ii) 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 “E” 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 “F” 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.
3. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from Watson Goepel LLP, solicitors for the plaintiff, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter the Purchasers as the owner of the Lands, as identified in Schedule “G” hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchasers in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchasers as aforesaid; and
 - (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule “F”.
4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver’s Certificate all Claims shall attach to the net 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 net purchase price of the Sale Agreement after the usual adjustments between vendor and purchaser shall be paid to the Receiver, in trust, and shall be paid out in accordance with the following priorities and without further Order:
 - (a) in payment of any arrears of property taxes, water and sewer rates, interest and penalties thereon;
 - (b) in payment of real estate commission with respect to the sale, and GST thereon;
 - (c) in payment of outstanding strata fees, charges or liens which rank in priority to the registered mortgage under section 116 and 118 of the *Strata Property Act*, SBC 1998, c 43;
 - (d) to the first mortgagee, Canadian Western Bank, the amount due and owing under its mortgage charging title to the Property under registration number BB128215;
 - (e) to the plaintiff, eCapital Freight Factoring, Inc., the amount due and owing under its judgment and equitable mortgage charging title to the Property under registration number CB1989757;
 - (f) the balance of the remaining proceeds of the sale, if any, to be held by the Receiver pending further Order of this Court.
6. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Completion Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "F".
8. The defendant, Pro West Transport Ltd., or any person or persons on behalf of the said defendant, including Tracey Dawn Robbins and any other person or persons in possession of the Property immediately (or on such later date as may be agreed in writing by the Receiver) deliver up to the Receiver, or to whom it shall appoint in writing, vacant possession of the Property.
9. In default of possession being delivered as aforesaid, a Writ of Possession shall be issued without further order.
10. The Receiver, with the consent of the Purchasers, 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.
11. Notwithstanding:
 - (a) these proceedings;

(b) any applications for a bankruptcy order in respect of the Debtor 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 Debtor,

the vesting of the Purchased Assets in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, 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.

12. The activities of the Receiver to date, as set out in the Second Report, be and are hereby approved.

13. 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 Receiver and its 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 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.

14. The Receiver 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.

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

Signature of Jeremy D. West
Lawyer for the plaintiff, eCapital Freight
Factoring, Inc.

BY THE COURT

REGISTRAR

Schedule A – List of Counsel Appearing

<u>Counsel's Name</u>	<u>Party Representing</u>

Schedule B – Contract of Purchase and Sale

Schedule C – Receiver’s Certificate

No. S246753
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ECAPITAL FREIGHT FACTORING, INC.

PLAINTIFF

AND:

PRO WEST TRANSPORT LTD. and HARBINDER BINDY SANGARA (DECEASED)

DEFENDANTS

Receiver’s Certificate

By Order Made _____, 2025 (the “**Approval and Vesting Order**”) the Court:

- a. approved the contract of purchase and sale dated September 26, 2025 (the “**Contract**”) for the Property described therein to Michael Yong Cha and Susie To (the “**Purchasers**”);
- b. authorized and directed the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Contract; and
- c. authorized and directed the Receiver to deliver a Receiver’s Certificate to the Purchasers confirming completion of the Contract.

THE RECEIVER HEREBY CERTIFIES as follows:

1. the Purchasers have paid and the Receiver has received funds sufficient to satisfy the purchase price pursuant to the Contract; and
2. the transaction contemplated by the Contract has been completed to the satisfaction of the Receiver.

DATED at the City of Vancouver, in the Province of British Columbia, this ___ day of December, 2025.

**McEown & Associates Ltd., in its capacity as
court appointed receiver of Pro West Transport Ltd.
BY:**

John McEown

Schedule D – Purchased Assets

Parcel Identifier: 024-256-510

STRATA LOT 13 DISTRICT LOT 13 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN
LMS3670 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE
UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

Schedule E – Claims to be deleted/expunged from title to Real Property

Registered Owner	Nature of Charge	Registration Nos.
Canadian Western Bank	Mortgage	BB128215
Canadian Western Bank	Assignment of Rents	BB128216
eCapital Freight Factoring, Inc.	Certificate of Pending Litigation	CB1627747
Director of Employment Standards	Judgment	CB1668302
The Owners, Strata Plan LMS3670	Strata Property Lien Act	CB1841680
Canadian Western Bank	Certificate of Pending Litigation	CB1917474
eCapital Freight Factoring, Inc.	Judgment	CB1989757

Schedule F – Permitted Encumbrances, Easements and Restrictive Covenants
related to Real Property

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.