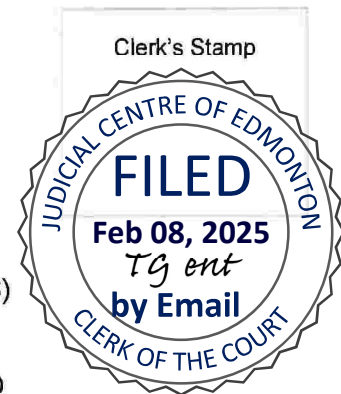


COURT FILE NUMBER 2503 00405  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF/APPLICANT ATB FINANCIAL (FORMERLY ALBERTA TREASURY BRANCHES)  
DEFENDANTS CTA ARCHITECTURE + DESIGN LTD., CRAIG MITCHELL, and GINO BIT  
RESPONDENT CTA ARCHITECTURE + DESIGN LTD.



**DOCUMENT AFFIDAVIT OF REHMAN MULJI**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
MLT AIKINS LLP  
Barristers and Solicitors  
2100, 222 - 3<sup>rd</sup> Ave SW  
Calgary, Alberta T2P 0B4  
Phone: 403.693.5420/4302  
Fax: 403.508.4349  
Attention: Ryan Zahara/Kyle R. Smith  
File: 0114153.00092

**AFFIDAVIT OF REHMAN MULJI**

Sworn on January 27, 2025

*Rm KS Affirmed KS Rm*

I, **REHMAN MULJI**, OF THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA, SWEAR AND SAY THAT:

1. I am a Director, Commercial Risk Advisory and Management, with the Plaintiff/Applicant, ATB Financial (formerly Alberta Treasury Branches) ("**ATB Financial**"), and, as such, I have personal knowledge of the facts and matters deposed to herein, except where these facts and matters are stated to be from other sources, in which case I believe those facts and matters to be true.
2. I have reviewed the business records of ATB Financial relevant to CTA Architecture + Design Ltd. ("**CTA**", or the "**Bankrupt**").
3. I am authorized to make this Affidavit on behalf of ATB Financial.

#### The Parties

4. ATB Financial is a financial institution and Crown corporation owned by the Province of Alberta. ATB Financial is regulated entirely by the Government of Alberta under the authority of the *ATB Act*, RSA 2000, c A-45.2, and the *Alberta Treasury Branches Regulation*, Alta Reg 187/1997.
5. CTA is a corporation registered in accordance with the laws of the Province of Alberta with its registered office in the City of Edmonton, in the Province of Alberta.

#### The Commitment Letter

6. Pursuant to a Commitment Letter dated April 13, 2023, and accepted on May 12, 2023 (the "**Commitment Letter**"), between ATB Financial, as lender, and CTA as borrower, ATB Financial advanced funds to CTA. Attached hereto and marked as **Exhibit "A"** is a copy of the Commitment Letter.

#### The Credit Facilities

7. In accordance with the Commitment Letter, ATB Financial extended credit under the following credit facilities to CTA: (i) a Business Term Loan (the "**Business Term Loan**"); (ii) a Commercial Term Loan (the "**Commercial Term Loan**"); (iii) an Operating Loan (the "**Operating Loan**"); and (iv) a Mastercard (the "**Mastercard**", collectively with the Business Term Loan, the Commercial Term Loan, and the Operating Loan, the "**Credit Facilities**").
8. Pursuant to the terms of the Commitment Letter, the Credit Facilities were payable in full by CTA on demand by ATB Financial.

#### The Security Agreement

9. As security for all amounts owing by CTA to ATB Financial including, but not limited to, amounts owing pursuant to the Commitment Letter, CTA entered into a general security agreement executed on June 15, 2021 (the "**Security Agreement**"), in favour of ATB Financial in respect of all of CTA's present and after acquired personal property. Attached hereto and marked as **Exhibit "B"** is a copy of the Security Agreement.
10. Attached hereto and marked as **Exhibit "C"** is a copy of Alberta Personal Property Registry search results for CTA dated December 12, 2024.

#### Defaults Under the Commitment Letter and the Security Agreement and Demands for Payment

11. CTA defaulted under the terms of the Commitment Letter.
12. On February 16, 2024, Krahn Engineering Ltd., KD Mechanical Consultants Ltd., KD Electrical Consultants Ltd., KG Interior Design Ltd., KM Civil Consultants Ltd., and Krahn & Associates Engineering (1996) Ltd. (collectively, the “**BC Plaintiffs**”) commenced a Court Action by way of Civil Claim (the “**BC Claim**”) against CTA in the Supreme Court of British Columbia (the “**BC Court**”). Attached hereto and marked as **Exhibit “D”** is a copy of the BC Claim.
13. On April 19, 2024 and May 17, 2024, the BC Plaintiffs filed two Notices of Application (collectively, the “**Notices of Application**”) for Pre-Judgment Garnishment Orders in the BC Court Action for CTA’s accounts with ATB Financial, among other sources. As a result of the Pre-Judgment Garnishment Orders, as of January 24, 2025, the BC Court has collected \$279,166.59 of the receivables of CTA. Attached hereto and collectively marked as **Exhibit “E”** are copies of the Notices of Application and a Requisition dated January 24, 2025.
14. On December 12, 2024, ATB Financial demanded repayment of the amounts owed by CTA under the Commitment Letter and the Security Agreement (the “**Demand Letter**”). Attached hereto and marked as **Exhibit “F”** is a copy of the Demand Letter.
15. As of December 12, 2024, the amount due and owing by CTA to ATB Financial pursuant to the Commitment Letter was \$1,185,897.97 excluding legal costs (the “**Outstanding Indebtedness**”). Attached hereto and collectively marked as **Exhibit “G”** are payout statements for the Credit Facilities dated December 12, 2024.
16. ATB Financial values its security over CTA at \$1,000,000.00 and believes that at least \$100,000.00 of the Outstanding Indebtedness owed to ATB Financial will be unsecured.
17. Despite the issuance of the Demand Letter, CTA has failed to pay the full amount of the Outstanding Indebtedness to ATB Financial by December 23, 2024, or at all.

#### The Statement of Claim

18. On January 8, 2025, ATB Financial filed a Statement of Claim (the “**Statement of Claim**”) against CTA for amounts then due and owing to ATB Financial by CTA pursuant to the





THIS IS **EXHIBIT "A"** TO THE  
AFFIDAVIT OF REHMAN MULJI  
AFFIRMED BEFORE ME AT  
this 27 day of January 2025.



---

A Notary Public/Commissioner for Oaths in  
and for the Province of Alberta

**Kyle R. Smith**  
Barrister & Solicitor

ATB

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Edmonton ATB Place  
105, 10025 Jasper Avenue  
Edmonton, Alberta T5J 2B8  
780-886-6776

April 13, 2023

CTA Architecture + Design Ltd.  
1001, 10117 Jasper Ave  
Edmonton, Alberta T5J 1W8

Attn: Tanya Kalashnikov

ATB Financial, previously Alberta Treasury Branches ("ATB") has approved and offers financial assistance on the terms and conditions in the attached Commitment Letter. This agreement amends and restates in its entirety our previous letter(s). Any borrowings outstanding under previous letter agreement(s) are deemed to be Borrowings hereunder under the related facility referenced herein.

You may accept our offer by returning the enclosed duplicate of this letter, signed as indicated below, by 4:00 PM mountain standard time ("MST") on or before May 12, 2023 or our offer will automatically expire. This correspondence may be executed electronically; this correspondence may be delivered by email, facsimile or other functionally-equivalent electronic means. We reserve the right to cancel our offer at any time prior to acceptance.

Thank you for your continued business.

Yours truly,

ATB

DocuSigned by:  
  
Per:   
Phillip Chung  
Relationship Manager

Encl.

2023-05-12 | 8:45 AM MDT


Accepted this     day of     , 2023

ATB

atb.com 


**BORROWER**

CTA Architecture + Design Ltd.

DocuSigned by:  
  
C4A601D76291437...

Per:


Date Accepted: 2023-05-16 | 3:44 PM MDT

DocuSigned by:  
  
71D9618A50B5425...

Per:


Date Accepted: 2023-05-15 | 2:53 PM PDT

**GUARANTOR**

DocuSigned by:  
  
C4A601D76291437...

Gino Bit

Date Accepted: 2023-05-16 | 3:44 PM MDT

DocuSigned by:  
  
71D9618A50B5425...

Craig Mitchell

Date Accepted: 2023-05-15 | 2:53 PM PDT

**ATB**

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**LENDER:** ATB FINANCIAL, previously Alberta Treasury Branches ("ATB")

**BORROWER:** CTA Architecture + Design Ltd.

**GUARANTOR:** Gino Bit  
Craig Mitchell

**1. DETAILS OF CREDIT FACILITIES (EACH REFERRED TO AS A "CREDIT FACILITY"):**

**Credit Facility #1 - Operating Credit Facility (Revolving) – \$500,000.00**

- is available by way of Prime-based loans.
- Interest will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime + 1.00% per annum and will be payable on the last day of each month.
- is available by way of MasterCard (to an aggregate maximum of \$20,000.00).
- is to be used to assist with daily operations of the Borrower
- Advances will be limited to the amount (the "Margin Limit") equal to the lesser of:
  - the maximum principal amount of this Credit Facility; and
  - the aggregate of:
    - a. 75% of Eligible Accounts Receivable
    - b. plus 85% of Investment Grade Accounts Receivable
    - c. LESS Priority Payables and Liable Payables.
- may be prepaid in whole or in part at any time without penalty.
- Borrower may borrow, repay and reborrow up to this Credit Facility amount above but not to exceed the margin limit. Principal advances and repayments to be in the minimum sum of \$0.01 or multiples of it.

- is payable in full on demand by Lender.

**Credit Facility #2- Non-Revolving, Reducing Credit Facility ("Term Loan") \$1,057,982.82**

- Is available by way of Prime-based loans
- Interest will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime + 2.00% per annum.
- May be prepaid in whole or in part at any time without penalty.
- Was funded on June 21, 2021.
- Was used to assist in purchase of the assets of CTA Design Group Inc.
- Is non-revolving. Amounts repaid may not be reborrowed.
- Is payable in full on demand by Lender but in any event no later than December 31, 2023 (**"this Credit Facility's Maturity Date"**).
- Borrower shall continue to make monthly fixed principal plus interest payments of \$38,111.00 on the last day of each month continuing April 30, 2023, with the balance of all amounts owing under this Credit Facility being due and payable in full on demand by Lender but in any event no later than this Credit Facility's Maturity Date. Payment amounts are subject to adjustment on notice to Borrower to ensure amortization period of 36 months is maintained.
- Payments will be applied, at the Lender's option, firstly to accrued interest and secondly to principal.
- Borrower may apply, in writing, at any time to the Lender to change the applicable interest rate from a fixed rate Credit Facility to a variable rate Credit Facility. If approval is granted, the Borrower shall pay: (a) all out-of-pocket expenses incurred by the Lender; (b) a fee of 3 months' interest on the principal balance outstanding as at the date of conversion or the Interest Rate Differential, whichever is greater; and (c) all accrued interest up to the conversion date.
- Borrower may apply at any time to Lender to change the applicable interest rate from a variable rate to a fixed rate. If approval is granted, the Borrower will pay:



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- a) An administration fee of:
  - (i) \$500.00 for a Term Loan with an outstanding balance of \$100,000.00 or less;
  - (ii) \$750.00 for a Term Loan with an outstanding balance greater than \$100,000.00 up to and including \$500,000.00;
  - (iii) \$1,000.00 for a Term Loan with an outstanding balance greater than \$500,000.00;
- b) All out of pocket expenses incurred by Lender; and
- c) All accrued interest to the conversion date.

**Credit Facility #3 – Alberta BusinessCard Mastercard \$20,000.00 (called the Business Credit Limit in the Agreement)**

- interest will be calculated on the total interest-bearing balance at a variable rate of Prime + 1.00% per annum.
- minimum monthly payment of 3.00% of the new balance at payment due date is required.
- other terms and conditions are outlined in the ATB Financial Mastercard cardholder agreement in effect from time to time.

**2. NEXT REVIEW DATE:**

All Credit Facilities are demand facilities and are subject to review by Lender at any time in its sole discretion and at least annually. The next annual review date has been set for December 31, 2023 but may be set at an earlier or later date at the sole discretion of Lender.

**3. FEES:**

- Non-refundable renewal fee of \$1,600.00 is payable on acceptance of this offer.
- Renewal fee is payable annually in an amount determined by Lender.
- Any amount in excess of established Credit Facilities may be subject to a fee where Lender in its sole discretion permits excess Borrowings, if any.

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- For reports or statements not received within the stipulated periods (and without limiting Lender's rights by virtue of such default), Borrower will be subject to a fee of \$250.00 per month (per monthly or quarterly report or statement) for each late reporting occurrence.
- For reports or statements not received within the stipulated periods (and without limiting Lender's rights by virtue of such default), Borrower will be subject to a fee of \$250.00 per month (per annual report or statement) for each late reporting occurrence.

Lender is hereby authorized to debit Borrower's account for any unpaid fees.



#### 4. SECURITY DOCUMENTS:

All security documents (whether held or later delivered) (collectively referred to as the "**Security Documents**") shall secure all Credit Facilities and all other obligations of Borrower to Lender (whether present or future, direct or indirect, contingent or matured).

**The parties acknowledge that the following security documents are currently held:**

- a. General Security Agreement from Borrower providing a security interest over the following:
  - all present and after acquired personal property
  - accounts receivable
  - equipment
  - inventory
- b. Joint and Several Continuing Guarantee from Gino Bit and Craig Mitchell (Guarantor) - limited to \$1,300,000.00, supported by the following:
  - General Security Agreement from Guarantor providing a security interest over the following:
    - all present and after acquired personal property

**The parties acknowledge that the following security documents are currently to be released:**

- a. Priority Agreement from John E Kristianson Architect Ltd. and Ciaran Deery & Associates Ltd. carrying on business as a partnership under the name CTA Design Group – Architecture and Engineering
- b. Personal Property Registration #21070212477 for CTA Architecture + Design Ltd. & David Krahn in favor of John E. Kristianson Architect Ltd.



The Security Documents are registered in the following jurisdictions: Alberta and British Columbia

## **5. REPRESENTATIONS AND WARRANTIES:**

Borrower represents and warrants to Lender that:

- a. each Loan Party (other than any that are individuals) is duly incorporated or duly created, validly existing and duly registered or qualified to carry on business in the Province of Alberta and in each other jurisdiction where it carries on any material business;
- b. the execution, delivery and performance by Borrower and each Guarantor (if any) of this agreement and each Security Document to which it is a party have been duly authorized by all necessary actions and do not violate its governing documents or any applicable laws or agreements to which it is subject or by which it is bound;
- c. the most recent financial statements of Borrower and, if applicable, any Guarantor, provided to Lender fairly present its financial position as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby and, since the date of such financial statements, there has occurred no material adverse change in its business or financial condition;
- d. each Loan Party has good and marketable title to all of its properties and assets, free and clear of any encumbrances other than Permitted Encumbrances;
- e. Borrower has No Subsidiaries

All representations and warranties are deemed to be repeated by Borrower on each request for an advance hereunder.

## **6. REPORTING COVENANTS:**

Borrower covenants with Lender that it will provide the following to Lender:

- a. Within 120 days after its fiscal year end, unconsolidated financial statements of Borrower on a review engagement basis and prepared by a firm of qualified accountants. If audited financial statements are not currently required, Lender reserves the right to require audited financial statements
- b. As required, Personal Financial Statements from Gino Bit and Craig Mitchell (Guarantor)

(using ATB Form 3235);

- c. Within 30 days following the end of each calendar month, internally produced financial statements of Borrower
- d. Within 30 days following the end of each calendar month, Aged accounts payable listings including the identification of priority payables and lienable payables, Aged accounts receivables listings, including the identification of Investment Grade receivables, and as at the end of such month and giving separate listings and statements for each business location of Borrower certified by a senior officer of Borrower
- e. Within 120 days after its fiscal year end, Annual Compliance Certificate (Schedule A)
- f. Within 30 days after each quarter end, Compliance Certificate for Quarters 1 to 3 (Schedule A)
- g. Within 30 days following the end of each calendar month, borrowing Base Certificate
- h. Within 120 days after its fiscal year end, Forecast including Balance Sheet, Income Statement, Cash Flow Statement and Backlog Report
- i. on request, any further information regarding the assets, operations and financial condition of Borrower and any Guarantor that Lender may from time to time reasonably require

## 7. POSITIVE COVENANTS:

Borrower covenants with Lender that:

- a. it will pay to Lender when due all amounts (whether principal, interest or other sums) owing by it to Lender from time to time;
- b. it will pay to Lender on demand, all legal (on a solicitor and his own client, full indemnity basis) and other costs incurred by Lender in respect of all Credit Facilities including the preparation, registration and any realization on the Security Documents and other related matters;
- c. it will deliver to Lender the Security Documents, in all cases in form and substance acceptable to Lender and Lender's solicitor;
- d. it will ensure that each Loan Party maintains appropriate types and amounts of insurance



with Lender shown as first loss payee on any property insurance covering any assets on which Lender has security, with such other terms as Lender may require;

- e. it will promptly advise Lender, in writing, of any significant loss or damage to the property of any Loan Party;
- f. it will ensure that each Loan Party maintains its corporate or partnership status (if applicable) in good standing and maintains, repairs and keeps in good working order and condition all of its property and assets;
- g. it will permit Lender at any reasonable time or times and on reasonable prior notice to enter the premises of each Loan Party and to inspect its property and operation and to examine and copy all of its relevant books of accounts and records;
- h. it will ensure that each Loan Party remits when due all sums owing to tax and other governmental authorities including, without limitation, any sums in respect of employees and GST, and provides proof to Lender upon request;
- i. it will ensure that each Loan Party complies with all applicable laws, permits and regulations including, without limitation, those relating to the environment, and obtains and maintains all necessary licenses, permits, authorizations and approvals which are required to be obtained and maintained by it in the operation of its business;

#### **8. NEGATIVE COVENANTS:**

Borrower covenants with Lender that, except with the prior written consent of Lender, Borrower will not and will not permit any Loan Party to:

- a. create or permit to exist any mortgage, charge, lien, encumbrance or other security interest on any of its present or future assets, other than Permitted Encumbrances;
- b. A Loan Party will not use the proceeds (or permit any other Subsidiary to use the proceeds) of any Borrowing to accumulate or maintain cash or cash equivalents in one or more depository or investment accounts maintained by the Loan Party or any Subsidiary in an amount, in the aggregate between all such parties, greater than \$[200,000.00]
- c. provide financial assistance (by means of a loan, guarantee or otherwise) to any person other than Lender;
- d. pay to or for the benefit of shareholders or persons associated with shareholders (within the



meaning of the Alberta Business Corporations Act) by way of salaries, bonuses, dividends, management fees, repayment of loans or otherwise, any amount which would cause the breach of a provision hereof;

- e. amalgamate, consolidate or merge with any person other than a Loan Party or enter into any partnership with any other person unless the partnership becomes a Loan Party hereunder and provides security in favour of Lender;
- f. consent to or facilitate a change in the ownership of its shares without the prior written consent of Lender;
- g. acquire any assets in or move any assets to a jurisdiction where Lender has not registered the Security Documents;
- h. operate accounts with or otherwise conduct any banking business with any financial institution other than Lender;
- i. enter into any commodity, currency or interest rate hedging arrangement which is not used for risk management in relation to its business but is entered into for speculative purposes;

#### 9. FINANCIAL COVENANTS:

Borrower will not at any time, without the prior written consent of Lender, breach the following restrictions:

- a. permit the Current Ratio to fall below 1.5;1; Quarterly
- b. permit the ratio of Funded Debt to EBITDA to exceed 2.00;1; Annually
- c. permit the Debt Service Coverage ratio to be less than 1.25;1; Annually. Obligations to include repayment of related party amounts owing and any payments to shareholders

The above financial ratio(s) shall be maintained at all times.

#### 10. CONDITIONS PRECEDENT:

It is a condition precedent to each advance hereunder that, at the time of such advance, all representations and warranties hereunder must be true and there must be no default hereunder or under any Security Document. In addition, no Credit Facility will be available until the following conditions precedent have been satisfied, unless waived by Lender:

- a. Lender is satisfied that no prior liens, mortgages, charges, encumbrances, writs or other security interests are registered against any Loan Party's assets other than as permitted by Lender;
- b. Lender has received all Security Documents and all registrations and filings have been completed in Alberta and British Columbia, in all cases in form and substance satisfactory to Lender;
- c. Borrower and Guarantor (if any) have provided all authorizations and all financial statements, appraisals, environmental reports and other information that Lender may require, including, but not limited to:
  - Canadian Premier Assurance Company of Canada Group Creditor's Life Insurance – application or waiver;
  - Credit Information and Alberta Land Titles Office Name Search Consent Form;
- d. Lender has received payment of all fees due in respect hereof;
- e. Lender is satisfied as to the value of Borrower's and any Guarantor's assets and financial condition and each Loan Party's ability to carry on business and repay any amount owed to Lender from time to time;

#### **11. AUTHORIZATIONS AND SUPPORTING DOCUMENTS:**

Borrower has delivered or will deliver the following authorizations and supporting documents to Lender:

- a. Corporate Borrower:
  - Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors
  - Banking resolution in form provided by Lender or otherwise acceptable to Lender
  - Certified Directors' Resolution
- b. ATB Financial Mastercard Cardholder Agreement

**12. DRAWDOWNS, PAYMENTS AND EVIDENCE OF INDEBTEDNESS:**

- a. Borrower may cancel the availability of any unused portion of a Credit Facility on 5 Business Days' notice. Any such cancellation is irrevocable.
- b. All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. The annual rates of interest or fees to which the rates calculated in accordance with this agreement are equivalent are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.
- c. If any amount due hereunder is not paid when due, Borrower shall pay interest on such unpaid amount including, without limitation, interest on interest if and to the fullest extent permitted by applicable law at a rate per annum equal to the rate payable hereunder on such amount as if it were not in arrears.
- d. The branch of Lender (the "Branch of Account") where Borrower maintains an account and through which the Borrowings will be made available is located at Edmonton ATB Place, #105, 10025 Jasper Avenue, Edmonton, Alberta T5J 2B8  
. Funds under the Credit Facilities will be advanced into and repaid from account no. 855-00163792478 at the Branch of Account or such other branch or account as Borrower and Lender may agree upon from time to time.
- e. Lender shall open and maintain at the Branch of Account accounts and records evidencing the Borrowings made available to Borrower by Lender under this agreement. Lender shall record the principal amount of each Borrowing and the payment of principal, interest and fees and all other amounts becoming due to Lender under this agreement. Lender's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of Borrower to Lender pursuant to this agreement.
- f. Borrower authorizes and directs Lender to automatically debit, by mechanical, electronic or manual means, any bank account of Borrower maintained with Lender for all amounts payable by Borrower to Lender pursuant to this agreement. Any amount due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day and interest shall accrue accordingly.

**13. EVENTS OF DEFAULT:**

All Credit Facilities are payable in full on demand by Lender. Without restricting the Lender's right to demand payment at any time, Lender may, by notice to Borrower, terminate any or all of





the Credit Facilities and demand immediate payment and, failing such immediate payment, Lender may realize under the Security Documents as Lender thinks fit in any of the following events:

- a. if Borrower defaults in paying when due all or any part of its indebtedness or other liability to Lender;
- b. if Borrower or a Guarantor (if any) defaults in the observance or performance of any of its covenants or obligations hereunder or in any of the Security Documents (other than as provided under section (a) above), or in any other document under which Borrower or a Guarantor (if any) is obligated to Lender and, in any such case, the default continues after notice from Lender;
- c. if any event or circumstance occurs which has or would reasonably be expected to have a Material Adverse Effect (as determined by Lender in its sole discretion);
- d. if an order is made, an effective resolution passed or a petition is filed for the winding up of the affairs of Borrower or a Guarantor (if any) or if a receiver or liquidator of Borrower or a Guarantor (if any) or any part of its assets is appointed; or
- e. if Borrower or a Guarantor (if any) becomes insolvent or makes a general assignment for the benefit of its creditors or an assignment in bankruptcy or files a proposal or notice of intention to file a proposal under the Bankruptcy and Insolvency Act or otherwise acknowledges its insolvency or if a bankruptcy petition is filed or receiving order is made against Borrower or a Guarantor (if any) and is not being disputed in good faith.
- f. Notwithstanding anything else contained herein, in the case of default by Borrower, Lender may apply payments received during a period of default in whatever order it may elect, as between the Credit Facilities, to any interest owed thereunder, any fees or charges or any other obligations of the Borrower.

#### **14. MISCELLANEOUS:**

- a. Within the term of each Credit Facility hereunder, the Lender may issue a renewal offer presenting various options for the renewal of such Credit Facility. Provided the Credit Facility is not then in default and the balance of the principal, interest and other sums due and payable hereunder is not paid in full, then the Credit Facility may be renewed based upon the terms and conditions in such renewal offer as selected by the Lender (in its sole discretion) and the terms and conditions of this commitment letter (as amended by such renewal offer) will otherwise continue in full force and effect.

- b. The Lender may send the Borrower monthly statements (if applicable), notices or demands for payment to the latest address the Lender has for the Borrower in the Lender's records. Any statement, notice or demand shall be deemed to be received by the Borrower on the date received (if delivered personally) or the fifth day after the Lender has mailed it to the Borrower (if mailed). If there are multiple Borrowers hereunder, then communication to any one of them is deemed to be communication to all.
- c. Lender, without restriction, may waive, in writing, the satisfaction, observance or performance of any of the provisions of this Commitment Letter. Lender may also delay enforcement of any of Lender's rights under this Commitment Letter or any Security Documents provided however that, subject to applicable law, any such delay shall be without prejudice to Lender's right to enforce such rights subsequent to such delay. The obligations of a Guarantor (if any) will not be diminished, discharged or otherwise affected by or as a result of any such waiver or delay except to the extent that such waiver or delay relates to an obligation of such Guarantor. Any waiver or delay by Lender of the strict performance of any provision hereof will not be deemed to be a waiver or delay of any subsequent default and any partial exercise of any right or remedy by Lender shall not be deemed to affect any other right or remedy to which Lender may be entitled.
- d. Where more than one person, firm or corporation signs this agreement as Borrower, each party is jointly and severally liable for any such obligation hereunder and the Lender may require payment of all such amounts from any one of them or a portion from each.
- e. If any portion of this agreement is held invalid or unenforceable, the remainder of this agreement will not be affected and will be valid and enforceable to the fullest extent permitted by law. In the event of a conflict between the provisions hereof and of any Security Document or loan agreement, the provisions hereof shall prevail to the extent of the conflict.
- f. All interest payable hereunder bears interest as well after as before maturity, default and judgment with interest on overdue interest at the applicable rate payable hereunder. To the extent permitted by law, Borrower waives the provisions of the Judgment Interest Act (Alberta).
- g. Borrower shall indemnify Lender against all losses, liabilities, claims, damages or expenses (including, without limitation, legal expenses on a solicitor and his own client, full indemnity basis) incurred in connection with the Credit Facilities. This indemnity will survive the repayment or cancellation of any of the Credit Facilities or any termination of this agreement.
- h. For certainty, the permission to create a Permitted Encumbrance shall not be construed as a



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subordination or postponement, express or implied, of Lender's Security Documents to such Permitted Encumbrance.

- i. Time shall be of the essence in all provisions of this agreement.
- j. This agreement may be executed in counterpart.
- k. This agreement shall be governed by the laws of Alberta.

**DEFINITIONS:**

**"A Locations"** means Calgary, Edmonton.

**"B Locations"** means urban areas.

**"Borrowings"** means all amounts outstanding under the Credit Facilities or, if the context so requires, all amounts outstanding under one or more of the Credit Facilities or under one or more borrowing options of one or more of the Credit Facilities.

**"Business Day"** means a day excluding Saturday and Sunday on which Lender is open for business in Alberta.

**"Cash Flow Available To Service Debt"** [use this definition for business Borrowers] means, in respect of Borrower for any period, the net income of Borrower determined on a consolidated basis in accordance with GAAP; provided that (but without duplication) there shall be (i) added thereto depreciation, amortization and other non-cash charges, extraordinary expenses, any losses on disposal of fixed assets and Interest Expense and (ii) subtracted therefrom extraordinary income, gains on disposal of fixed assets, any reduction in shareholder loans and dividends declared during the period.

**"Cash Flow Available To Service Debt"** [use this definition for agricultural Borrowers] means Net Farming Income + Optional/Mandatory Inventory Adjustment-Previous Year – Optional/Mandatory Inventory Adjustment-Current Year + Depreciation/Capital Cost Allowance + Interest and bank charges + Extraordinary Expense - Extraordinary Income – Living Expenses (applicable to Non-Incorporated Farms) + Ending Accounts Receivable + Ending Inventory + Opening Accounts Payable – Opening Accounts Receivable – Opening Inventory – Closing Accounts Payable.

**"Current Assets"** means, for a day, the amount of current assets of Borrower as determined in accordance with GAAP on a consolidated basis.

**"Current Liabilities"** means for a day, the amount of current liabilities of the Borrower as determined in accordance with GAAP on a consolidated basis including only the Current Portion of the Long Term Debt of any Funded Debt.

**"Current Portion of Long Term Debt"** or **"Debt"** is determined based on the annual scheduled principal payments of Funded Debt required to be made in a 12 month period notwithstanding the fact that the entire portion of a demand facility may be or may not be shown as current in accordance with GAAP.

**"Debt Service Coverage"** means, for any period, the ratio of (i) Cash Flow Available to Service Debt, to

(ii) Interest Expense and scheduled principal payments in respect of Funded Debt.

**"EBITDA"** means, for any period, net income (excluding extraordinary items) from continuing operations plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during the period and depreciation, depletion and amortization deducted for the period.

**"Eligible Accounts Receivable (A/R)"** means unencumbered accounts receivable of Borrower from Canadian [and U.S. if permitted by AFC] debtors including 'Investment Grade' debtors, 'Insured' debtors, and excluding (i) bad or doubtful accounts; (ii) all amounts due from any affiliate, (iii) the entire amount of accounts, any portion of which is outstanding more than 90 days, or more than 120 days for Investment Grade receivables after billing date, provided that the under 90 day portion, or 120 days for Investment Grade portion may be included where the over 90 day portion, or 120 days for Investment Grade receivables is less than 10% of the entire account, and provided that the entire account may be included where Lender has nevertheless designated the account as good, (iv) the amount of all holdbacks or contra accounts, and (v) any accounts which Lender has previously advised to be ineligible.

**"Eligible Inventory"** means unencumbered inventory of Borrower (including raw materials and finished goods but excluding work in progress) which is not subject to any security interest, encumbrance, right or claim which ranks or is capable of ranking in priority to Lender's security.

**"Equity"** means, at any time and as determined in accordance with GAAP on a consolidated basis, an amount equal to the amount of shareholders' equity of Borrower, including share capital, retained earnings and postponed advances (if postponed on terms and in a manner acceptable to Lender) but excluding advances to affiliates/shareholders, goodwill and intangible assets.

**"Funded Debt"** means, in respect of Borrower, all outstanding, non-postponed, interest-bearing debt (but only excluding such postponed debt if it is postponed on terms and in a manner acceptable to Lender) including capital leases (as defined according to GAAP), debt subject to scheduled repayment terms, credit card debt and letters of credit/guarantees.

**"Generally Accepted Accounting Principles"** or **"GAAP"** means generally accepted accounting principles as may be described in the Canadian Institute of Chartered Accountants Handbook.

**"Guarantor"** means any persons which have provided or hereafter provide a guarantee in favour of Lender with respect to the Borrowings hereunder provided however that in the event that a Credit Facility being made available to Borrower in connection with a guarantee provided by Export Development Canada under the EDC Business Credit Availability Program (BCAP), "Guarantor" shall not include Export Development Canada.

**"Insured Account Receivables"** means, whether now existing or hereafter arising, any foreign or



domestic accounts, accounts receivable, other receivables, choses in action, general intangibles, chattel paper, instruments, documents, notes and contract rights related to or evidencing the obligations or the receivables arising under any sales or services transactions provided by the Loan Parties, which specific accounts receivable are covered by trade credit insurance (which has been shipped and billed), for the maximum allowable trade credit insurance coverage for such accounts receivable and which amounts shall be periodically reported to the Lender in the required reporting; provided that the following shall be excluded from calculating the value of Insured A/R at any time:

- i) Ineligible A/R;
- ii) RelatedCompany A/R;
- iii) Contra Accounts Payable; and
- iv) Holdback A/R.

**"Interest Expense"** means, for any period, the cost of advances of credit during that period including actual interest charges, potential interest payable on any non-utilized portion of any revolving facility (including credit cards), the interest component of capital leases, capitalized interest, fees payable on bankers' acceptances and guaranteed notes and fees payable in respect of letters of credit and letters of guarantee.

**"Interest Rate Differential" or "IRD"** means the Lender's lost potential interest earnings on the Credit Facility calculated by taking the **lost earnings rate** and multiplying it by the amount that the Borrower prepays. The lost earnings rate is the difference between: (a) the interest rate that the Borrower is being charged at the time of prepayment (the **"Borrower's Rate"**) and (b) the sum of: (i) the Lender's interest rate loan funding cost at the time of prepayment as determined by the Lender; and (ii) the **margin rate**, where the margin rate is equal to the difference between (A) the Borrower's Rate, and (B) the Lender's interest rate loan funding cost at the later of the granting of the Credit Facility and the latest renewal of the Credit Facility.

**"Investment Grade Account Receivables"** means, whether now existing or hereafter arising, any accounts, accounts receivable, other receivables, choses in action, general intangibles, chattel paper, instruments, documents, notes and contract rights related to or evidencing the obligations or the receivables arising under any sales or services transactions provided by the Loan Parties to specific clients of the Loan Parties resident in Canada or the United States, which specific clients shall have a minimum S&P credit rating of BBB- or equivalent rating in DBRS or Moody's and which amounts shall be periodically reported to the Lender in the required reporting; provided that the following shall be excluded from calculating the value of Investment Grade A/R at any time:

- i) Ineligible A/R;
- ii) RelatedCompany A/R;
- iii) Contra Accounts Payable; and

iv) Holdback A/R.

**"Lienable Payables"** means, in respect of any project in which any Loan Party has any interest that may be subject to any Contractor Lien, all amounts due from any Loan Party to any holder of any Contractor Lien that causes any work to be done or supplies any materials to be used in or in respect of such project in respect of which any Contractor Lien may be filed.

**"Loan Parties"** means, collectively, Borrower and all Guarantors, other than any Guarantors that are individuals.

**"Long Term Debt"** means, for a day and as determined in accordance with GAAP on a consolidated basis, all indebtedness, obligations and liabilities of Borrower which would be classified as long term debt upon a balance sheet of Borrower.

**"Material Adverse Effect"** refers to (i) a material adverse effect on the financial condition of Borrower or of any Guarantor, or (ii) a material adverse effect on the ability of Borrower or any Guarantor to repay amounts owing hereunder or under its guarantee in respect hereof.

**"Permitted Encumbrances"** means the following: (i) liens for taxes, assessments or governmental charges or by operation of law not yet due or delinquent or the validity of which is being contested in good faith, and (ii) security interests consented to in writing by Lender.

**"Pre-Sold Home"** means a home owned by and registered in the name of Borrower that has been sold to an arms length third party under an accepted and unconditional offer to purchase with a nonrefundable deposit of at least 10% (at least 5% if the purchaser is obtaining an insured mortgage).

**"Prime"** means the prime-lending rate per annum established by Lender from time to time for commercial loans in Canadian dollars. Where the interest rate for a Credit Facility is based on Prime, the applicable rate on any day will depend on the Prime in effect on that day. The statement by Lender as to Prime and as to the rate of interest applicable to a Credit Facility on any day will be binding and conclusive for all purposes.

**"Priority Payable"** means, at any time, any liability of any Loan Party to any Person that ranks, in right of payment in any circumstances, equal to or in priority to any liability of a Loan Party to Lender, and may include unpaid wages, salaries and commissions, unremitted source deductions for employment insurance premiums or Canada Pension Plan contributions, vacation pay, arrears of rent, unpaid taxes, withholding tax liabilities, goods and services taxes, all sales and consumption taxes, harmonized sales tax, customs duties, amounts owed in respect of workers' compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Security Interest (PMSI).



**"Residential Mortgage Loan Rate"** means the rate per annum established by Lender from time to time for residential mortgage loans in Canadian dollars.

**"Sales"** means the gross sales as reported in the Statement of Profit and Loss of Borrower's financial statement for the fiscal year.

**"Sales to Equity"** means, at any time, the ratio of Sales to Equity.

**"Show Home"** means a home owned by and registered in the name of Borrower whose primary purpose is to either house Borrower's sales office for a particular sub-division or to display the product line of Borrower. A Show Home is usually part of a show home parade and is usually not intended to be immediately sold.

**"Spec Home"** means a home owned by and registered in the name of Borrower that is intended to be immediately sold, but for which Borrower has not received and approved an accepted offer to purchase for the home. Removal of loans from this status must be supported by evidence of an unconditional offer to purchase with an arms length third party purchaser who has provided a non-refundable deposit of at least 10% (at least 5% if the purchaser is obtaining an insured mortgage).

**"Standby Letter of Credit"** means a standby letter of credit or a letter of guarantee issued by ATB or another financial institution at ATB's request.

**"Subsidiaries"** means (i) a person of which another person alone or in conjunction with its other subsidiaries owns an aggregate number of voting shares sufficient to elect a majority of the directors regardless of the manner in which other voting shares are voted; and (ii) a partnership of which at least a majority of the outstanding income interests or capital interests are directly or indirectly owned or controlled by such person and includes a person in like relation to a Subsidiary.

**"Total Debt"** means, in respect of Borrower, as of the end of any fiscal quarter and as determined in accordance with GAAP on a consolidated basis and without duplication, an amount equal to (i) the amount of Current Liabilities, plus, if not already included therein, the Current Portion of Long Term Debt, plus (ii) the aggregate of (a) the amount of Long Term Debt including the Borrowings, and (b) to the extent not included in Long Term Debt, obligations with respect to prepaid obligations and deferred revenues relating to third party obligations and the amount of all obligations outstanding under a capital lease or any sale-leaseback to the extent it constitutes a capital lease and shall exclude in any event postponed advances (if postponed on terms and in a manner acceptable to Lender).

**"Total Debt to Equity Ratio"** means, at any time, the ratio of (i) Total Debt to (ii) Equity.

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**"TRG Program"** means the EDC Trade Recovery Guarantee Program as delivered and administered by Export Development Canada.

**"Waiver"** means a waiver in such form and content as may be required from time to time by Export Development Canada under the TRG Program

**"Working Capital Ratio"** also known as the **"Current Ratio"** means, at any time, the ratio of (i) Current Assets to (ii) Current Liabilities.

**Certificate Of Completion**

Envelope Id: FC3AAC0B93ED450F9C066B3B601B98E6  
 Subject: Complete with DocuSign: ATB Commitment Letter CTA Architecture + Design Ltd.  
 Box File Number:  
 Save To:  
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 Document Pages: 21  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:  
 Phillip Chung  
 2100-10020 100 St NW  
 Edmonton, AB T5J 0N3  
 PChung@atb.com  
 IP Address: 163.116.141.115

**Record Tracking**

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 5/12/2023 8:37:48 AM

Holder: Phillip Chung  
 PChung@atb.com

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**Signer Events**

Craig Mitchell  
 cmitchell@ctadesign.net  
 Security Level: Email, Account Authentication  
 (None), Access Code

**Signature**

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style  
 Using IP Address: 24.87.116.254

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 Signed: 5/15/2023 3:53:34 PM

**Electronic Record and Signature Disclosure:**

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 gbit@ctadesign.net  
 Security Level: Email, Account Authentication  
 (None), Access Code

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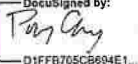
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**Electronic Record and Signature Disclosure:**

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 ID: c6d751e0-8f41-415e-aa95-eb5624dde2c0

Phillip Chung  
 pchung@atb.com  
 Relationship Manager  
 ATB Financial  
 Security Level: Email, Account Authentication  
 (None)

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	5/12/2023 8:45:34 AM
Certified Delivered	Security Checked	5/12/2023 8:45:50 AM
Signing Complete	Security Checked	5/12/2023 8:45:56 AM
Completed	Security Checked	5/16/2023 3:44:43 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		



THIS IS **EXHIBIT "B"** TO THE  
AFFIDAVIT OF REHMAN MULJI  
AFFIRMED BEFORE ME AT  
this 27 day of January 2025.



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A Notary Public/Commissioner for Oaths in  
and for the Province of Alberta

**Kyle R. Smith**  
Barrister & Solicitor



## Security Agreement Non-Consumer

TO: ATB Financial, previously Alberta Treasury Branches  
("ATB")

BRANCH: 2500, 10020 - 100 Street NW, Edmonton, AB T5J 0N3

FROM: CTA Architecture + Design Ltd.

(the "Debtor")

### 1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto (as such schedules may be amended or supplemented from time to time) shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "PPSA") of the province or territory referred to in the "Governing Law" section of this Agreement (the "Province") and any regulations issued thereunder.

### 2. SECURITY INTEREST AND CHARGE

- (a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "Indebtedness"), the Debtor hereby assigns and grants to and in favour of ATB:

- (i) a security interest and pledge in the personal property of the Debtor selected and referred to in Schedule "A"; and
- (ii) if so selected on Schedule "A", a mortgage by way of a floating charge on any and all present and after-acquired lands, real property, immoveable property, leasehold property and other property, assets and undertaking of the Debtor not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled;

and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "Collateral").

- (b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "Security Interests". The Debtor warrants and acknowledges to and in favour of ATB that:

- (i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;
- (ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and
- (iii) value has been given.

- (c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.

- (d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

- (e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

### 3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any

Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any indebtedness then outstanding.

#### 4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

- (a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or
- (b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "Encumbrances" and individually, an "Encumbrance") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

#### 5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

- (a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "A" hereto;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;
- (c) as at the date hereof, the description of the Collateral in Schedule "A" and/or Schedule "B" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;
- (d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;
- (f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;



- (i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all personal property Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;
- (j) the Collateral does not consist of Consumer Goods;
- (k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and
- (l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

## 6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

- (a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "A" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;
- (b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;
- (c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;
- (d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;
- (e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;
- (f) the Debtor will immediately give notice to ATB of:
  - (i) any change in the location of the Collateral from that specified in Section 5(i) hereof;
  - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;
  - (iii) any material loss of or damage to Collateral;
  - (iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;
  - (v) any change of its name or of any trade or business name used by it;
  - (vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and
  - (vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

- (g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be



written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;

- (h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;
- (j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;
- (k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and
- (l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

## 7. DEFAULT

The happening of any of the following shall constitute default (a "Default") under this Agreement:

- (a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;
- (b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;
- (c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;
- (d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;
- (e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;
- (f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;
- (h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;
- (i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;
- (j) any material adverse change occurs in the financial position of the Debtor; or
- (k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the

Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

## 8. REMEDIES

### On Default:

- (a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
- (c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment. ATB may use the Collateral in any manner as it in its sole discretion deems advisable; and
- (d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his/her stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager. Any Receiver will have the power:
  - (i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
  - (ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;
  - (iii) to sell or lease any Collateral;
  - (iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;
  - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
  - (vi) to hold as additional security any increase or profits resulting from the Collateral;
  - (vii) to exercise all rights that ATB has under this Agreement or otherwise at law;
  - (viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
  - (ix) to enter into and to occupy any premises in which the Debtor has any interest; and
  - (x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor.

The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor. Any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so. Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be





exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

#### 9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

#### 10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

#### 11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("Retained Collateral"):

- (a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;
- (b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;
- (c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and
- (d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

#### 12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

#### 13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

#### 14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expenses of ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or

collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

#### 15. REAL PROPERTY

- (a) For all purposes, including any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge (if any) created by this Agreement against any lands, real property, immoveable property and leasehold property (collectively, "**Real Property**") shall be crystallized and become a fixed charge:
  - (i) against any Real Property of the Debtor or in which the Debtor has an interest, upon the earlier of:
    - (A) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB and in either case ATB electing to crystallize the floating charge; or
    - (B) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral, whether under Section 8(a), (b), (c) or (d) hereof or otherwise; and
  - (ii) against certain specified Real Property of the Debtor or in which the Debtor has an interest, upon ATB taking any action to register the floating charge hereunder or any caveat, security notice or other instrument in respect thereof against such specified Real Property at any real property registry or other similar office.
- (b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.
- (c) The crystallization of the floating charge (if any) created by this Agreement against any real property then owned or held by the Debtor or in which the Debtor then has an interest shall not operate so as to prevent the floating charge granted hereunder from attaching to any real property subsequently acquired by the Debtor or in which the Debtor subsequently acquires an interest and for greater certainty, the floating charge (if any) granted hereunder shall extend to such after-acquired real property, and on election by ATB, such floating charge shall thereupon crystallize.

#### 16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof are, to the extent required by ATB, promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

#### 17. MISCELLANEOUS

- (a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.
- (b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.
- (c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.



- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part

thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.

- (e) If more than one person executes this Agreement as the Debtor:
- (i) the obligations of such persons hereunder shall be joint and several;
  - (ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and
  - (iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.
- (f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:
- (i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and
  - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.
- (g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.
- (h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.
- (i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.
- (j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.
- (k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.
- (l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

#### 18. INTERPRETATION

- (a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.
- (b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

**19. GOVERNING LAW**

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with

this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

**20. COPY OF AGREEMENT**

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

THIS AGREEMENT may be executed electronically; this Agreement may be delivered by email, facsimile or other functionally-equivalent electronic means.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 15 day of June , 2021

WITNESS:

  
  
LORI ROBERTSON

CTA ARCHITECTURE + DESIGN LTD.  
Insert Full Name of Debtor

  
CTA Architecture + Design Ltd.

By: Craig Mitchell

Title: Chief Executive Officer and Director

By: \_\_\_\_\_

Title: \_\_\_\_\_

Full Address of Debtor:

c/o 2100 Bell Tower, 10104 - 103 Avenue, Edmonton, AB T5J 0H8

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

2273781 Alberta Ltd.

**SCHEDULE A**

**1. Description of Collateral:**

Select appropriate box or boxes.

If no box is selected, the Debtor shall be deemed to have selected box (a).

☐

(a) All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on all of the Debtor's lands, real property, immoveable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.

☒

(b) All of the Debtor's present and after-acquired Personal Property.

☐

(c) All of the Debtor's present and after acquired personal property (including but not limited to Equipment, Inventory, Accounts, Chattel Paper, Documents of Title, Goods, Intangibles, Investment Property, Money and Fixtures) now or hereafter situate on, annexed to, used in connection with or arising from the business or affairs carried on at or about the lands and premises described on Schedule "B" hereto (or any other description by which such lands may be described) (the "Lands") and any proceeds thereof (including insurance proceeds), all present and future contracts for the supply of work or materials or provision of services relating to the construction, operation or maintenance of the Lands and the business or affairs carried on at or about the Lands, and all permits, licences and concessions relating to the ownership of the Lands or the operation of the business or affairs carried on at or about the Lands, as well as all documents, contracts, books of account and other books relating to or being records of or by which such are or may hereafter be secured, evidenced, acknowledged or made payable or relating to the Debtor's business, customers and clients.

☐

(d) All of the Debtor's present and after-acquired Personal Property except

☐

(e) All of the Debtor's \_\_\_\_\_ equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.

☐

(f) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.

☐

(g) All of the Debtor's present and after-acquired Inventory, wherever located.

☐

(h) The following described Personal Property:

--

☐

(i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.

☐

(j) All of the Debtor's \_\_\_\_\_, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, whatever located.

2. Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number (and Registration Mark for aircraft only)

3. Locations of Personal Property Collateral:

The personal property Collateral is located at the following location(s):

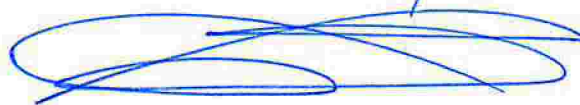
101-925 West 8th Avenue

Vancouver BC V5Z 1E4

4. Permitted Encumbrances (if any):



THIS IS **EXHIBIT "C"** TO THE  
AFFIDAVIT OF REHMAN MULJI  
AFFIRMED BEFORE ME AT  
this 27 day of January 2025.



---

A Notary Public/Commissioner for Oaths in  
and for the Province of Alberta

**Kyle R. Smith**  
Barrister & Solicitor

**Search ID #:** Z18175765

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881  
Phone #: 780 429 5969  
Reference #:

**Search ID #:** Z18175765

**Date of Search:** 2024-Dec-12

**Time of Search:** 08:34:28

**Business Debtor Search For:**

CTA ARCHITECTURE + DESIGN LTD.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z18175765

**Business Debtor Search For:**

CTA ARCHITECTURE + DESIGN LTD.

Search ID #: Z18175765

Date of Search: 2024-Dec-12

Time of Search: 08:34:28

Registration Number: 21061122548

Registration Date: 2021-Jun-11

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2031-Jun-11 23:59:59

Exact Match on:

Debtor

No: 1

**Amendments to Registration**

23112325199

Renewal

2023-Nov-23

**Debtor(s)**

**Block**

**Status**

Current

1 CTA ARCHITECTURE + DESIGN LTD.  
2100 BELL TOWER, 10104 - 103 AVENUE  
EDMONTON, AB T5J 0H8

**Secured Party / Parties**

**Block**

**Status**

Current

1 ATB FINANCIAL  
2500, 10020 - 100 STREET NW  
EDMONTON, AB T5J 0N3  
Email: pprnotices@atb.com

**Collateral: General**

**Block**

**Description**

**Status**

- |   |   |         |
|---|---|---------|
| 1 | All present and after-acquired personal property of the Debtor of whatsoever description and kind and wheresoever situate.  | Current |
| 2 | Proceeds: All present and after-acquired goods, security, investment property, instruments, accounts, money, documents of title, chattel paper and intangibles, derived directly or indirectly from any dealings with the above original collateral or further proceeds thereof, together with all present and future insurance payment or payments or other payment or payments, now or hereafter paid as compensation for loss or damage to any such collateral or further proceeds thereof, including, without limitation, the proceeds defined or referenced in the Personal Property Security Act and Regulations thereto. | Current |

Result Complete

THIS IS **EXHIBIT "D"** TO THE  
AFFIDAVIT OF REHMAN MULJI  
AFFIRMED BEFORE ME AT  
this 27 day of January 2025.



---

A Notary Public/Commissioner for Oaths in  
and for the Province of Alberta

**Kyle R. Smith**  
Barrister & Solicitor





Court File No. **VLC-S-S-240934**

No.  
Vancouver Registry

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

BETWEEN:

KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.

PLAINTIFFS

AND:

CTA ARCHITECTURE + DESIGN LTD.

DEFENDANT

**NOTICE OF CIVIL CLAIM**

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

### **Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to notice of civil claim has been set by order of the court, within that time.

## **CLAIM OF THE PLAINTIFF**

### ***Part 1: STATEMENT OF FACTS***

#### **Parties**

2. The Plaintiffs, Krahn Engineering Ltd., KD Mechanical Consultants Ltd., KD Electrical Consultants Ltd., KG Interior Design Ltd., and KM Civil Consultants Ltd., and Krahn & Associates Engineering (1996) Ltd. (the "**Krahn Group**") are companies duly registered pursuant to the laws of British Columbia and have an address for service for the purposes of this proceeding at 2400 – 200 Granville Street, Vancouver, British Columbia.

3. At all material times, the Krahn Group operated a property development and consultant business in British Columbia and Alberta.
4. The Defendant, CTA Architecture + Design Ltd. ("**CTA**") is a company duly registered pursuant to the laws of Alberta having its mailing and delivery address at 2100 – 10104-103 Avenue, NW Edmonton, Alberta.
5. At all material times, CTA operated a full service architecture business in British Columbia and Alberta.
6. On or around May 28, 2021, CTA changed its name from "2273781 Alberta Ltd." to CTA.

**Amounts Owed Under Edmonton Lease**

7. On or around March 30, 2023, the Krahn Group and CTA entered into a written lease agreement (the "**Edmonton Lease**") for office space owned by the Krahn Group at 1001 – 10117 Jasper Avenue, Edmonton, Alberta (the "**Edmonton Office**").
8. Pursuant to the Edmonton Lease, the Krahn Group is the landlord, and CTA is the tenant.
9. The Parties agreed to, *inter alia*, the following terms in the Edmonton Lease:

**Term**

The term of the Lease commences at 12:00 noon on March 20, 2023 and ends at 12:00 noon on June 30, 2028 (the "**Term**").

...

**Rent**

8. Subject to the provisions of this Lease, the Tenant's rent for the subleased premises is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500) plus applicable taxes per month.

### **Use and Occupation**

9. The Tenant will carry on business under the name of CTA architecture + design ltd. and will not change such name without the prior written consent of the Landlord, such consent not to be reasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of the commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and such hours of business as may be determined from time to time by the Landlord.

\*\*\*

### **Additional Rights on Reentry**

15. If the Landlord reenters the Premises or terminates this Lease, then:

h. the Tenant will pay to the Landlord on demand:

i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the



Term had it not been terminated, at the option of the Landlord, either:

1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumption of the facts as may be reasonable in the circumstances; or
2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

10. Krahn Engineering Ltd., on behalf of the Krahn Group, invoiced CTA for amounts owed under the Edmonton Lease as follows (the "**Edmonton Lease Invoices**"):

Date	Invoice Number	Amount	Due Date
May 1, 2023	230000-CTA-5E	\$705.39	Upon receipt
June 1, 2023	230000-CTA-6E	\$705.39	Upon receipt
July 3, 2023	23000-CTA-7E	\$705.39	Upon receipt
August 1, 2023	230000-CTA-8E	\$705.39	Upon receipt
August 31, 2023	230000-CTA-8EAd	\$23,208.10	Upon receipt
September 29, 2023	230000-CTA-9ERe	\$2,625.00	Upon receipt

October 3, 2023	230000-CTA-10E	\$2,625.00	Upon receipt
November 1, 2023	230000-CTA-11E	\$2,625.00	Upon receipt
December 1, 2023	230000-CTA-12ER	\$2,625.00	Upon receipt
Total:	\$36,529.66		

11. Pursuant to invoice numbers: 230000-CTA-5E, 230000-CTA-6E, 230000-CTA-7E, 230000-CTA-8E, 230000-CTA-8EAd, 230000-CTA-9Ere, 230000-CTA-10E, 230000-CTA-11E, and 230000-CTA-12ER, CTA is indebted to the Krahn Group in the amount of \$36,529.66 (the "**Unpaid Edmonton Rent**").
12. Further, in or around December 2023, CTA abandoned the Edmonton Office in breach of the Edmonton Lease.
13. On or around December 12, 2023, pursuant to the Edmonton Lease, Krahn Engineering Ltd., on behalf of the Krahn Group, invoiced CTA \$110,890.29 (invoice number: 230000-CTA-12E) as liquidated damages for loss of rent after CTA abandoned the Edmonton Office. (the "**Liquidated Damages**"). Krahn Engineering Ltd. calculated the Liquidated Damages pursuant to section 15(h)(iii) of the Edmonton Lease (referenced at paragraph 15 of this claim), as follows:
  - (a) CTA abandoned the Edmonton Lease with 54 months to go before the end of the Edmonton Lease on June 30, 2028;
  - (b) At \$2,500 a month, this comes to \$135,000 in rent that would have become payable to Krahn Group, if CTA had not abandoned the Edmonton Office (the "**Net Present Value**");
  - (c) Pursuant to section 15(h)(iii)(2) of the Edmonton Lease, Krahn Group deducted 12% per annum from the Net Present Value, which comes to \$105,609.80;

(d) The Liquidated Damages comes out to \$110,890.92, after including an additional charge of \$5,280.49 in GST.

14. In total, CTA is indebted to the Krahn Group in the amount of \$147,419.95 for amounts owed under the Edmonton Lease, which is the combined amount of the Unpaid Edmonton Rent and the Liquidated Damages (the "**Edmonton Lease Debt**").
15. Despite demand, CTA has neglected, failed, or refused to pay the Edmonton Lease Debt, which remains outstanding in full.

**Amounts owed under Vancouver Sublease**

16. In or around November 2020, Krahn Engineering Ltd. and CTA entered into an agreement in which Krahn Engineering Ltd. sublet office space to CTA at 110 – 2920 Virtual Way, Vancouver, BC, V5M 0C4 (the "**Vancouver Sublease**").
17. Pursuant to the Vancouver Sublease, CTA agreed to compensate Krahn Engineering Ltd. on a monthly basis, based on the number of CTA employees working at the Vancouver office.
18. Krahn Engineering Ltd. invoiced CTA for the Vancouver Sublease as follows:

Date	Invoice Number	Amount	Due Date
August 31, 2023	230000-CTA-8VAd	\$144,416.33	Upon receipt
October 2, 2023	230000-CTA-10V	\$22,632.02	Upon receipt
November 1, 2023	230000-CTA-11V	\$20,779.97	Upon receipt
December 1, 2023	230000-CTA-12V	\$20,779.97	Upon receipt
January 1, 2024	240000-CTA-1V	\$21,000.00	Upon receipt
February 1, 2024	240000-CTA-2V	\$21,000.00	Upon receipt

Total:	\$250,608.29
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19. CTA made the following payments to Krahn Engineering Ltd. for amounts owed under the Vancouver Sublease:
- (a) On or around January 16, 2024, payment of \$9,332.46; and
  - (b) On or around February 1, 2024, payment of \$10,000.
20. Pursuant to invoice numbers: 230000-CTA-8VAd, 230000-CTA-10V, 230000-CTA-11V, 230000-CTA-12V, 240000-CTA-1V, and 240000-CTA-2V, less CTA's January 16, 2024 and February 1, 2024 payments references in paragraph 19, CTA is indebted to Krahn Engineering Ltd. in the amount of \$231,275.83 (the "**Vancouver Sublease Debt**") for amounts owed under the Vancouver Sublease.
21. Despite demand, CTA has neglected, failed, or refused to pay the Vancouver Sublease Debt, which remains outstanding in full.

**Amounts owed under General Services Agreement**

22. In or around 2021, Krahn Engineering Ltd. and CTA (known as 2273871 Alberta Ltd. at the time) entered into a general services agreement wherein Krahn Engineering Ltd. agreed to provide CTA with the following services:
- (a) Corporate management and advisory;
  - (b) Financial and accounting advisory;
  - (c) Human resource management and administration;
  - (d) Coordination of shared marketing and promotional activities of Krahn Engineering Ltd. and CTA;



(e) Reasonable disbursements and expenses related to the provision of the above mentioned services; and

(f) Any other tasks which the parties may agree on.

(the "**Services**")

23. In exchange for the Services, CTA agreed to compensate Krahn Engineering Ltd. as follows:

#### **COMPENSATION**

10. The Contractor will charge the Client for the Services at the rate of \$20,000.00 per month (the "Compensation").

...

13. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

24. Further, CTA agreed to reimburse Krahn Engineering Ltd. for incurred expenses as follows:

#### **REIMBURSEMENT OF EXPENSES**

14. The Contractor will be reimbursed from time to time for other reasonable and necessary expenses incurred by the Contractor that are not included in the provision of the Services.

15. All such expenses must be pre-approved by the Client.

(the "**Expenses**")

25. Further, CTA agreed to pay interest on any overdue amounts under the General Services Agreement:

**INTEREST ON LATE PAYMENTS**

16. Interest payable on any overdue amounts under this Agreement is charged at a rate of 18.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

26. Krahn Engineering Ltd. invoiced CTA for the Services and Expenses as follows:

Date	Invoice Number	Amount	Due Date
April 28, 2023	230000-CT-4	\$21,639.39	May 28, 2023
May 31, 2023	230000-CT-5	\$20,115.45	June 30, 2023
June 30, 2023	230000-CT-6	\$15,976.02	July 30, 2023
July 31, 2023	230000-CT-7	\$19,510.68	August 30, 2023
August 31, 2023	230000-CT-8-2nd	\$36,824.82	September 30, 2023
August 31, 2023	230000-CT-8	\$216,996.39	September 30, 2023
September 29, 2023	230000-CT-9Rev	\$20,271.83	October 29, 2023
October 31, 2023	230000-CT-10	\$20,603.21	November 30, 2023
November 30, 2023	230000-CT-11	\$23,250.28	December 30, 2023
December 29, 2023	230000-CT-12	\$16,621.47	January 29, 2023
January 24, 2024	240000-CT-FC-1	\$37,300.00	February 24, 2023
Total:	\$449,109.54		

27. Pursuant to invoice numbers: 230000-CT-4, 230000-CT-5, 230000-CT-6, 230000-CT-7, 230000-CT-8-2nd, 230000-CT-8, 230000-CT-9Rev, 230000-CT-10, 230000-CT-11, 230000-CT-12, and 240000-CT-FC-1, CTA is indebted to Krahn Engineering Ltd. in the amount of \$449,109.54 (the "**General Services Agreement Debt**") for the Services provided to CTA, and the Expenses incurred by Krahn Engineering Ltd. under the General Services Agreement, plus contractual interest that continues to accrue.
28. CTA did not raise any issue with the quality of the Services performed by Krahn Engineering Ltd. at any material time, or at all.
29. Krahn Engineering Ltd. performed the Services in a good and workmanlike manner.
30. CTA expressly or impliedly approved the Expenses, which were all reasonable and necessary expenses incurred by Krahn Engineering Ltd. that were not included in the provision of the Services but contemplated for reimbursement in the General Services Agreement.
31. Despite demand, CTA has neglected, failed, or refused to pay the General Services Agreement Debt, which remains outstanding in full.

**Other Amounts owed by CTA to Krahn Group**

32. Krahn Engineering Ltd., and various other entities in the Krahn Group incurred a number of other expenses and disbursements on behalf of CTA, at CTA's request (the "**Additional Expenses**"), and provided to CTA various other services, at CTA's request, including, but not limited to, building design, electrical services, mechanical services, interior design, civil services, and structural services (the "**Additional Services**").
33. Krahn Engineering Ltd., and various other entities in the Krahn Group invoiced CTA for the Additional Services and Expenses, as follows:

Date	Invoice Number	Amount	Due Date
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February 28, 2022	180360-A-94	\$33.44	Upon receipt
November 30, 2022	190306-A-8	\$165.38	Upon receipt
April 29, 2022	211902-CT-5	\$275.63	Upon receipt
August 31, 2023	220770-E-3	\$2,226.38	Upon receipt
August 31, 2023	220770-M-3	\$1,943.12	Upon receipt
August 31, 2023	230477-ID-2	\$577.50	Upon receipt
August 31, 2023	230477-ID-3	\$12,600.00	Upon receipt
September 29, 2023	220770-M-4	\$892.50	Upon receipt
May 31, 2023	230326-CT-5	\$2,414.92	Upon receipt
November 21, 2023	230326-CT-6	\$1,344.39	Upon receipt
November 30, 2023	230547-C-1	\$417.38	Upon receipt
November 30, 2023	230758-M-1	\$7,297.50	Upon receipt
December 27, 2023	230547-C-2	\$2,386.13	Upon receipt
December 27, 2023	230758-S-1	\$4,987.50	Upon receipt
December 27, 2023	230758-M-2	\$4,672.50	Upon receipt
December 29, 2023	230326-CT-7	\$310.30	Upon receipt
January 31, 2024	230758-S-2	\$2,362.50	Upon receipt
January 31, 2024	C23101-1	\$5,284.97	Upon receipt



Total:	\$50,192.04
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34. CTA did not raise any issue with the quality of the Additional Services performed by the Krahn Group at any material time, or at all.
35. CTA was enriched by reason of the Additional Services.
36. The Krahn Group performed the Additional Services in a good and workmanlike manner.
37. CTA expressly or impliedly approved all of the Additional Expenses, which were reasonable and necessary expenses incurred by the Krahn Group.
38. Pursuant to invoice numbers: 180360-A-94, 190306-A-8, 211902-CT-5, 220770-E-3, 220770-M-3, 230477-ID-2, 230477-ID-3, 220770-M-4, 230326-CT-5, 230326-CT-6, 230547-C-1, 230758-M-1, 230547-C-2, 230758-S-1, 230758-M-2, 230326-CT-7, 230758-S-2, and C23101-1, CTA is indebted to various entities in the Krahn Group in the amount of \$50,192.04 (the "**Additional Services and Expenses Debt**").
39. Despite demand, CTA has neglected, failed, or refused to pay the Additional Services and Expenses Debt, which remains outstanding in full.

**Part 2: RELIEF SOUGHT**

1. The Plaintiffs claim against the Defendant, the following:
  - (a) judgment in the amount of \$877,997.37;
  - (b) contractual interest;
  - (c) further, or alternatively, pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, RSBC 1996, c 79;
  - (d) special costs, or alternatively costs; and

(e) such further and other relief as this Honourable Court may deem just.

**Part 3: LEGAL BASIS**

1. The Edmonton Lease is binding and enforceable between the Krahn Group and CTA.
2. By neglecting, failing, or otherwise refusing to pay the Edmonton Lease Debt, CTA is in breach of the Edmonton Lease.
3. The Vancouver Sublease is binding and enforceable between Krahn Engineering Ltd. and CTA.
4. By neglecting, failing, or otherwise refusing to pay the Vancouver Sublease Debt, CTA is in breach of the Vancouver Sublease.
5. The General Services Agreement is binding and enforceable between Krahn Engineering Ltd. and CTA.
6. By neglecting, failing, or otherwise refusing to pay the General Services Agreement Debt, CTA is in breach of the General Services Agreement.
7. CTA is indebted to Krahn Group and Krahn Engineering Ltd. for a total amount of \$877,997.37, plus contractual interest that continues to accrue, broken down as follows:
  - (a) \$147,419.95 (the Edmonton Lease Debt);
  - (b) \$231,275.83 (the Vancouver Sublease Debt);
  - (c) \$449,109.54 (the General Services Agreement Debt); and
  - (d) \$50,192.05 (the Additional Services and Expenses Debt).

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE OF  
BRITISH COLUMBIA  
Form 11 (Rule 4-5(2))**

The Plaintiffs' claim the right to serve this pleading on the Defendant outside of British Columbia on the ground that there is a real and substantial connection between British Columbia and the facts alleged in this proceeding and the Plaintiff pleads and relies upon the *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28 ("*CJPTA*") in respect of the Defendant. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10(e) and 10(h) of the *CJPTA* because this proceeding:

\*\*\*

(e) concerns contractual obligations, and ... (i) the contractual obligations, to a substantial extent, were to be performed in British Columbia; and/or (ii) by its express terms, the contract is governed by the law of British Columbia; and

\*\*\*

(h) concerns a business carried on in British Columbia.

Plaintiffs' address for service:

Attention: Alexandre Maltas  
WT BCA LLP  
2400 – 200 Granville Street  
Vancouver, BC V6C 1S4

Fax number for service (if any):

604-682-5217

Email address for service (if any):

[service@wt.ca](mailto:service@wt.ca) and [AMaltas@wt.ca](mailto:AMaltas@wt.ca)

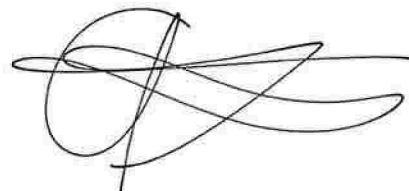
Place of trial:

Vancouver

The address of the registry is:

800 Smithe Street  
Vancouver, BC V6Z 2E1

Dated: 15/Feb/2024

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a horizontal line and a small flourish.

Signature of lawyer for the Plaintiff  
**Alexandre Maltas**

Rule 7-1(1) of the *Supreme Court Civil Rules* states:

1. Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.



## **APPENDIX**

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

### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

Breach of contract, debt and conversion of funds.

### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☒ the provision of goods and services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship

- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflicts of law
- ☒ none of the above
- ☐ do not know

**Part 4:**

1. *Court Order Interest Act*, RSBC 1996, c. 79

THIS IS **EXHIBIT "E"** TO THE  
AFFIDAVIT OF REHMAN MULJI  
AFFIRMED BEFORE ME AT  
this 27 day of January 2025.



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A Notary Public/Commissioner for Oaths in  
and for the Province of Alberta

**Kyle R. Smith**  
Barrister & Solicitor



No. VLC-S-S-240934  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between:

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD., KD ELECTRICAL  
CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM CIVIL CONSULTANTS LTD., and  
KRAHN & ASSOCIATES ENGINEERING (1996) LTD.**

Plaintiffs

And:

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

## NOTICE OF APPLICATION

**Name of applicants:** The Plaintiffs ("Krahn Group")

*TO : without notice*

TAKE NOTICE that an application will be made by the Plaintiffs to the presiding judge or associate judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia on April 19, 2024 at 2:00 pm in person for the orders set out in Part 1 below.

*23 9:45 am*

The applicant estimates that the application will take 20 minutes.

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

### **Part 1: ORDERS SOUGHT**

1. The Plaintiffs seek pre-judgment garnishment orders as set out in Schedule "A" to this application.

### **Part 2: FACTUAL BASIS**

#### **Introduction**

2. In its Notice of Civil Claim filed February 16, 2024, Krahn Group claims against the defendant, CTA Architecture + Design Ltd. ("**CTA**") for, *inter alia*, judgment in the amount of \$877,997.37. CTA denies liability.
3. For the purpose of this application, Krahn Group seeks pre-judgment garnishment orders in the amount of \$854,789.26, which consists of amounts owed to Krahn Group by CTA under lease and professional services agreements, of which CTA refuses to pay (the "**Debt**").

Krahn Affidavit #2, para 3  
21422 8240933

80.00



4. Krahn Group is a group of companies registered in British Columbia that operate a property development and consultant business in British Columbia and Alberta. As part of this business, Krahn Engineering Ltd. provides office space, accounting, HR, IT, internet, administrative support, and various other back-end services to KD Mechanical Consultants Ltd., KD Electrical Consultants Ltd., KG Interior Design Ltd., KM Civil Consultants Ltd., and Krahn & Associates Engineering (1996) Ltd. These services are provided by Krahn Engineering Ltd. pursuant to a number of general service and lease agreement with each of the foregoing entities.

Krahn Affidavit #2, para. 4

5. CTA is a company registered in Alberta that operates a full service architecture business in British Columbia and Alberta.

Krahn Affidavit #2, para. 5

#### **Debt Owed under General Services Agreement**

6. In or around 2021, David Krahn, the Chief Executive Officer of Krahn Engineering Ltd., KD Mechanical Consultants Ltd., KD Electrical Consultants Ltd., and KG Interior Design Ltd., and partner in KM Civil Consultants Ltd., and Krahn & Associates Engineering (1996) Ltd., acquired a 37.5% ownership interest in CTA, around which time CTA began receiving similar office space and back end service support that Krahn Engineering Ltd. provides to other entities in the Krahn Group.

Krahn Affidavit #2, paras. 1, 6

7. Krahn Engineering Ltd. took care of CTA's business administration, accounting, HR, IT, marketing, and similar services, which allowed CTA to focus purely on its architectural services and client development. This is the central idea behind Krahn Engineering Ltd.'s role with the Krahn Group entities.

Krahn Affidavit #2, para. 6

8. Mr. Gino Bit, a fellow partner in CTA and now terminated executive employee of Krahn Group, oversaw the provision of these services to CTA on behalf of Krahn Engineering Ltd. The initial instruction to provide these services to CTA was made by Mr. Bit.

Krahn Affidavit #2, para. 7

9. To this end, in or around January 2021, Krahn Engineering and CTA (known as 2273871 Alberta Ltd. at the time) entered into a general services agreement (the "**General Services Agreement**") wherein Krahn Engineering Ltd. agreed to provide CTA with the following services (the "**Services**"):

- (a) Corporate management and advisory;
- (b) Financial and accounting advisory;
- (c) Human resource management and administration;

- (d) Coordination of shared marketing and promotional activities of Krahn Engineering Ltd. and CTA; and
- (e) Reasonable disbursements and expenses related to the provision of the above-mentioned services; and
- (f) Any other tasks which the parties may agree on, which included, but was not limited to, IT services, management of internet servers, and office/operational services.

Krahn Affidavit #2, para. 8, Ex. B, p. 9

10. In exchange for the Services, CTA agreed to compensate Krahn Engineering Ltd., at a rate of \$20,000 per month, in addition to applicable sales tax/duties.

Krahn Affidavit #2, para. 8, Ex. B, p. 20

11. Further, CTA agreed to reimburse Krahn Engineering Ltd. for expenses incurred on behalf of CTA outside the scope of the Services (the "**Expenses**").

Krahn Affidavit #2, para. 11, Ex. B, p. 14-15

12. From April 28, 2023 to January 24, 2024, Krahn Engineering Ltd. sent 11 invoices to CTA pursuant to General Services Agreement for a total amount of \$449,109.54 (the "**General Services Agreement Debt**").

Krahn Affidavit #2, para. 14-15, Ex. D

13. The August 31, 2023 invoice (invoice no: 230000-CT-8) for \$216,996.39 is a reconciliation invoice for amounts that were taken off previous invoices issued to CTA between January 2022 and July 2023, but remained owing to CTA. Ms. Kalashnikov, the Krahn Group Vice President of Finance, prepared this invoice in the process of completing Krahn Engineering Ltd. and CTA's year-end financial reports. A breakdown of how Ms. Kalashnikov arrived at this figure, before applying GST, is attached as Exhibit E to Krahn Affidavit #2.

Krahn Affidavit #2, para. 16-17, Ex. E, p. 52

14. Despite demand, CTA refuses to pay the General Services Agreement Debt, which remains outstanding in full.

Krahn Affidavit #2, paras. 19-20

#### **Debt Owed Under Vancouver Sublease**

15. In or around November 2020, Krahn Engineering Ltd. entered into an oral agreement in which Krahn Engineering Ltd. sublet office space to CTA at 110 – 2920 Virtual Way, Vancouver, BC (the "**Vancouver Sublease**").

Krahn Affidavit #2, para. 21

16. Pursuant to the Vancouver Sublease, CTA agreed to compensate Krahn Engineering Ltd. on a monthly basis, based on the headcount of CTA employees working at the Vancouver Office in a given month.

Krahn Affidavit #2, para. 22

17. From August 31, 2023 to February 1, 2024, Krahn Engineering sent 6 invoices (due upon receipt) to CTA for the Vancouver Sublease rent in the amount of \$250,608.29.

Krahn Affidavit #2, para. 23, Ex. F, p. 53 – 58

18. The August 31, 2023 invoice (invoice no: 23000-CTA-8Vad) is a reconciliation invoice for amounts that were taken off previous invoices issued to CTA between September 2022 to August 2023 for the Vancouver Sublease, but that remained owing from CTA. Ms. Kalashnikov prepared this invoice in the process of completing Krahn Engineering Ltd. and CTA's year-end financial reports. A breakdown of how Ms. Kalashnikov arrived at this figure is attached as Exhibit G to Krahn Affidavit #1.

Krahn Affidavit #2, paras. 25-26, Ex. G, p. 59

19. In or around January and February 2024, CTA made two payments pursuant to the Vancouver Sublease in the total amount of \$19,332.46. After accounting for these two payments, CTA is indebted to Krahn Group in the amount of \$231,275.83 for amounts owed under the Vancouver Sublease (the "**Vancouver Sublease Debt**"), which remains outstanding in full.

Krahn Affidavit #2, paras. 27 – 29

#### **Debt Owed under Edmonton Lease**

20. In or around December 2021, Krahn Engineering Ltd., on behalf of the Krahn Group, began renting office space to CTA located at 1001 – 10117 Jasper Avenue, Edmonton, Alberta (the "**Edmonton Office**") Krahn Group initially charged CTA a monthly fee based on headcount.

Krahn Affidavit #2, para. 30

21. On or around March 20, 2023, Krahn Group and CTA subsequently entered into a lease agreement for the Edmonton Office, in which CTA agreed to a \$2,500 monthly rental fee, as opposed to an amount calculated by headcount (the "**Edmonton Lease**").

Krahn Affidavit #2, para. 35, Ex. I, p. 61 – 70

22. The parties agreed, *inter alia*, to the following terms in the Edmonton Lease:

#### **Term**

The term of the Lease commences at 12:00 noon on March 20, 2023 and ends at 12:00 noon on June 30, 2028 (the "**Term**").

#### **Rent**

Subject to the provisions of this Lease, the Tenant's rent for the sublease premises if [sic] TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500) plus applicable taxes per month.

#### **Use and Occupation**

9. The Tenant will carry on business under the name of CTA architecture + design ltd. and will not change such name without the prior written consent of the Landlord, such consent not to be reasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked, and staffed on the date of the commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and such hours of business as may be determined from time to time by the Landlord.

...

#### **Additional Rights on Reentry**

15. If the Landlord reenters the Premises or terminates this Lease, then:

h. the Tenant will pay to the Landlord on demand:

...

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:

1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Krahn Affidavit #2, para. 28, Ex. I, p. 61 – 70

23. From May 1, 2023 to December 1, 2023, Krahn Engineering Ltd. sent 8 invoices pursuant to the Edmonton Lease in the amount of \$13,321.56, which remains outstanding in full.

Krahn Affidavit #2, paras. 37-38, Ex. J, p. 71 – 78

24. Further, in or around December 2023, CTA abandoned the Edmonton Office, which broke, *inter alia*, the "Term" and "Use and Occupation" clauses in the Edmonton Lease.

Krahn Affidavit #2, para. 40

25. As such, on or around December 12, 2023, Krahn Engineering Ltd., on behalf of Krahn Group, invoiced CTA \$110,890.29 (invoice no: 230000-CTA-12E) as liquidated damages for loss of rent after CTA abandoned the Edmonton Office (the "Liquidated Damages"). Ms. Kalashnikov calculated the Liquidated Damages pursuant to section 15(h)(iii)(1) of the Edmonton Lease as set out above.

Krahn Affidavit #2, paras. 41 – 42, Ex. K, p. 79

26. In total, CTA owes Krahn Group \$124,211.85 for amounts owed under the Edmonton Lease, which is the combined amount of the 8 unpaid rent invoices, and the Liquidated Damages (the "Edmonton Lease Debt").
27. Despite demand, CTA refuses to pay the Edmonton Lease Debt, which remains outstanding in full.

Krahn Affidavit #2, para. 45

#### Other Amounts Owed to Krahn Group

28. Krahn Engineering Ltd., and various other entities in Krahn Group incurred a number of other expenses and disbursements on behalf of CTA, at CTA's request (the "**Additional Expenses**"), and provided to CTA various other services, at CTA's request, including, building design, electrical, mechanical services, interior design, civil services, and structural services (the "**Additional Services**").
29. Krahn Engineering Ltd. and various other entities in the Krahn Group provided the Additional Services pursuant to the following agreements:
- (a) December 15, 2022 Agreement between KD Electrical Consultants Ltd. and CTA for mechanical and electrical engineering services for an office tenant improvement for CTA at 1700 Dickson Avenue, Kelowna, BC (the "**Dickson Ave Project Agreement**") (Krahn Affidavit #2, para. 47(a), Ex. L, p. 80);
  - (b) July 7, 2023 Agreement between KG Interior Design Ltd. and CTA for interior design services for an office at 69-71 Glacier Street, Coquitlam, BC (the "**Glacier Street Project Agreement**") (Krahn Affidavit #2, para. 47(b), Ex. M, p. 100);
  - (c) July 31, 2023 Agreement between KM Civil Consultants Ltd. and CTA for civil engineering and construction administrative services with respect to, *inter alia*, various permit packages for CTA for a project located at 7650 18<sup>th</sup> Street, Burnaby, BC (the "**Agropur Project Agreement**") (Krahn Affidavit #2, para. 47(c), Ex. N, p. 102);
  - (d) October 27, 2023 Agreement between KD Mechanical Consultants Ltd. and CTA for mechanical engineering services for an office tenant improvement located at



4167 97<sup>th</sup> Street, Edmonton, Alberta (the "97 Street Office Project Agreement") (Krahn Affidavit #2, para. 47(d), Ex. O, p. 112);

- (e) October 27, 2023 Agreement between Krahn Engineering Ltd. and CTA for structural engineering services for a new rooftop unit system at 4167 97<sup>th</sup> Street, Edmonton, Alberta (the "97 Street Roof Project Agreement") (Krahn Affidavit #2, para. 47(e), Ex. P, p. 125); and
- (f) October 24, 2023 Agreement between Krahn & Associates (1996) Ltd., Project ID: C23101, for structural engineering services for an upgrade to an existing wood framed mezzanine at 8952 Holt Road, Surrey, BC (the "Swiftsure Millwork Project Agreement") (Krahn Affidavit #2, para. 47(f), Ex. Q, p. 137).

30. Between August 31, 2023 to January 31, 2024, Krahn Engineering Ltd., and various other entities in Krahn Group invoiced CTA for the Additional Services (due upon receipt), pursuant to the foregoing agreements, and for a total amount of \$45,647.98 (the "Additional Services Debt").

Krahn Affidavit #2, paras. 48-49, Ex. R, p. 149 – 166

31. Despite demand, CTA refuses to pay the Additional Services Invoices.

Krahn Affidavit #2, para. 50

32. Further, between February 28, 2022 and December 29, 2023, Krahn Engineering Ltd. invoiced CTA for the Additional Expenses (all of which were requested by CTA, and due upon receipt) for a total amount of \$4,544.06 (the "Additional Expenses Debt").

Krahn Affidavit #2, paras. 51 – 52, Ex. S, p. 167

33. Despite demand, CTA refuses to pay the Additional Expenses Debt.

Krahn Affidavit #2, paras. 53 – 54

#### **Total Amount Owed**

34. After making all applicable discounts, the Krahn Group seeks pre-judgment garnishment in the amount of \$854,789.26, broken down as follows:

- (a) \$50,192.04 (the Additional Services and Expenses Debt);
- (b) \$231,275.83 (the Vancouver Sublease Debt);
- (c) \$449,109.54 (the General Services Agreement Debt); and
- (d) \$124,211.85 (the Edmonton Lease Debt).

Krahn Affidavit #2, para. 55

### **Part 3: LEGAL BASIS**

#### **Pre-Judgment Garnishment Overview**

35. Pre-judgment garnishment is a creature of statute. It is governed by *Court Order Enforcement Act*, RSBC 1996, c 78 ("COEA") s. 3(2), which provides:

- (2) A judge or a registrar may, on an application made without notice to any person by
- (a) a plaintiff in an action,
  - (b) a judgment creditor or person entitled to enforce a judgment or order for the payment of money,

on affidavit by himself or herself or his or her solicitor or some other person aware of the facts, stating,

...

- (d) if a judgment has not been recovered,
- (i) that an action is pending,
  - (ii) the time of its commencement,
  - (iii) the nature of the cause of action,
  - (iv) the actual amount of the debt, claim or demand, and
  - (v) that it is justly due and owing, after making all just discounts,

and stating in either case

- (e) that any other person, hereafter called the garnishee, is indebted or liable to the defendant, judgment debtor or person liable to satisfy the judgment or order, and is in the jurisdiction of the court, and
- (f) with reasonable certainty, the place of residence of the garnishee,

order that all debts due from the garnishee to the defendant, judgment debtor or person liable to satisfy the judgment or order, as the case may be, is attached to the extent necessary to answer the judgment recovered or to be recovered, or the order made, as the case may be.

36. Prejudgment garnishment is an extraordinary remedy which creates an exception to the normal rule that there is to be no execution before judgment. The remedy requires strict and technical compliance with the statutory requirements. In practice, this practice has more recently been relaxed.
37. Under Rule 23-6(2), an associate judge has the powers and jurisdiction of a registrar.
38. The affidavit in support
- (a) does not require disclosure of the source of information supporting the deponent's belief (*Saxe v. Kayne* (1991), 59 BCLR (2d) 108 (SC Master);
  - (b) may refer to more than one garnishee, and be used for several garnishing orders (*Court Order Enforcement Act*, RSBC 1996, c 78, s. 26);

- (c) may be based on hearsay (*GT Communications Inc. v. Cam-Net Communications Network Inc.* (1993), 21 C.P.C. (3d) 362 (B.C.S.C. Master)).

- 39. The merits of the plaintiff's claim is not relevant to the Court's consideration of whether the statutory requirements for pre-judgment garnishment are met.

*Green Steam Botanicals Corp. v. Pivot Pharmaceuticals Inc.*, 2020 BCSC 166, at para. 29.

- 40. The fact that a liquidated claim is made alternative to an unliquidated claim does not preclude the plaintiff from pre-judgment garnishment.

*Andersen v. Pacific Coast Systems Ltd.*, 1994 CanLII 3251 (BC SC), at 8

#### **The Statutory Requirements Are Met**

- 41. The Plaintiffs' Notice of Civil Claim and supporting affidavit satisfy the statutory requirements for pre-judgment garnishment as the supporting affidavit sufficiently sets out:

- (a) the nature of the Plaintiff's cause of action against CTA, in satisfaction of *COEA* s. 3(2)(d)(iii);
- (b) the Debt is liquidated, in satisfaction of *COEA* s. 3(2)(d)(iv) and (v);
- (c) the Debt is justly due and owing, after making all just discounts, in satisfaction of satisfying *COEA* s. 3(2)(d)(v); and
- (d) the proposed garnishees are indebted or liable to CTA, and are within the jurisdiction of this Court, in satisfaction of *COEA* s. 3(2)(e) and (f).

#### **A. The Supporting Affidavit and Notice of Civil Claim Set out the Nature of the Cause of Action**

- 42. The requirement in the *COEA* for a supporting affidavit setting out the nature of the cause of action is satisfied as long as the statement is sufficiently particular that it is not necessary for the Court to guess the nature of the claim. An appropriate practice is to append the notice of civil claim to a supporting affidavit in order to particularize the nature of the cause of action.

*Skybound Developments Ltd. v. Hughes Properties Ltd.* (1985), 65 BCLR 79 (CA).

- 43. Here, the Plaintiffs' claim against CTA is clear. The parties entered into a number of Agreements, in which the Plaintiffs provided professional services and office space to CTA. Pursuant to those Agreements, CTA agreed to pay the Plaintiffs a specific sum, or at a specified rate. CTA received the Plaintiffs' professional services, and used the Plaintiffs' office space, but did not pay.

#### **B. The Debt is Liquidated**

- 44. Given the wording of *COEA* s. 3(2)(d)(iv) and (v), the Court of Appeal has held that a plaintiff's claim must be for a liquidated sum for pre-judgment garnishment to be ordered.

*Politeknik Metal San ve Tic A.S. v. AAE Holding Ltd.*, 2015 BCCA 318, at para. 24

45. A "liquidated sum" is defined as a "liquidated demand in the nature of a debt," i.e., a specific sum of money due and payable under or by virtue of a contract. The amount must either be already ascertained or capable of being ascertained as a mere matter of arithmetic.

*Standard Oil Co. of B.C. Ltd. v. Wood* (1964), 47 W.W.R. 494 at 497 (B.C. Co Ct.)

46. In *Hastings v. O'Neill Hotels and Resorts Management Ltd.*, 1999 CanLII 6486 (BC SC), the Court explained that whether a claim is liquidated will depend on:

- [19]
1. Is it ascertainable by calculation or by referring to a fixed scale of charges?
  2. Can the calculation be made by reference to the agreement between the parties itself, or, at least, implied by the agreement?
  3. Was the price or method of calculation of the price agreed upon by the parties?
  4. Has the defendant obliged him/herself to pay a specific sum of money?
  5. Was a reasonable estimated cost established by the parties?

47. CTA's non-payment under the Agreements give rise to a liquidated debt:

- (a) The General Services Agreement Debt constitutes a debt arising from the non-payment of a fixed monthly fee of \$20,000, plus expenses (which were approved by CTA), and applicable sales tax/duties pursuant to the General Services Agreement. A claim for professional services rendered is a liquidated claim capable of supporting a pre-judgment garnishing order if the price for said services can be calculated, as in the case of the General Services Agreement Debt (*Hayes, Debek, Stewart & Little v. Nikka Developments Ltd.* (1996), 41 C.P.C. (4<sup>th</sup>) 364 (B.C.S.C.) at paras. 42, 56).
- (b) The Vancouver Sublease Debt constitutes a debt arising from the non-payment of rent of office space, which, pursuant the Vancouver Sublease, and as agreed upon by the parties, was calculated based on the headcount of CTA employees working at the Vancouver Office. A claim for debt or moneys owing for the rental of a premises constitutes a liquidated debt (*Gardner v. Ganapathi (c.o.b. Ganapathi, Ashcroft, Cruikshank, Levine)*, [1993] B.C.J. No. 2083, at para. 32; see also *Pitney Bowes Leasing, A Division of Canada Ltd. v. Aqua-Lung Canada Ltd.*, 1996 CanLII 1873 (BC SC), where the Court confirmed a formula to calculate rent constitutes a liquidated debt).
- (c) The Edmonton Lease Agreement Debt consists of a debt arising from the non-payment of a fixed monthly rental fee of \$2,500, plus applicable taxes per month, pursuant to the Edmonton Lease. As stated above, a claim for debt or moneys owing for the rental of a premises constitutes a liquidated debt. Further, the Edmonton Lease Agreement consists of a liquidated abandonment penalty of \$110,890.29, which was calculated using a formula set out in the Edmonton Lease Agreement. A claim for arrears of rent owed based on an acceleration

clause in a contract constitutes a liquidated debt (*PE Ben Industries Co. Ltd. v. Chinook Construction and Engineering Ltd.*, [1997] 3 W.W.R. 481 (B.C.C.A.).

- (d) The Additional Services Debt constitutes a debt arising from a number of service agreements between CTA and various Krahn Group entities, in which CTA agreed to pay a combination of fixed costs, hourly rates, disbursements, and tax. As stated above, a claim for professional services rendered is a liquidated claim capable of supporting pre-judgment garnishment if the price can be calculated, as is the case with the services agreements pertaining to the Additional Services Debt; and
- (e) The Additional Expenses Debt constitutes a debt arising from various expenses incurred by the Plaintiffs on behalf of CTA, and at CTA's specific request.

**C. The Debt is Justly Due and Owed, and there are No Just Discounts to Apply**

48. Pre-judgment garnishment is available when the amount claimed is due and owing at the time the garnishing order is made. Any condition required to make the debt or liquidated claim currently payable must be fulfilled. For example, a claim for rent due supports pre-judgment garnishment, whereas a claim for rent not yet due does not.

*Groenheyde v. Pringle*, [1995] B.C.J. No. 369 (QL) (S.C.)

*Access Mortgage Group Ltd. v. Stuart* (1984), 49 B.C.L.R. 260 (C.A.); see also *Cancedar Log Homes Ltd. v. Hodson*, 2008 BCSC 156.

49. In this case, all amounts claimed by the Plaintiffs are currently due.
50. The party seeking pre-judgment garnishment is required to reduce the amount claimed by the amount of the valid and liquidated claims of the other party. This is what is meant by the phrase "after making all just discounts" in *COEA* s. 3(2)(d)(v).

*Pacific Construction Ltd. v. United Contractors Ltd.*, [1976] 1 W.W.R. 285 (BCCA)

51. A "valid liquidated claim" has been held to mean evidence of a claim that, if ultimately accepted at trial, will establish that the same or at least part of it is due to the defendant.

*Eaglecrest Explorations Ltd. v. Consolidated Madison Holdings Ltd.* (1995), 14 B.C.L.R. (3d) 336 (S.C.)

52. The mere filing of a Response to Civil Claim challenging the validity of a plaintiff's claim will not, in itself, constitute a just discount requiring the reduction of pre-judgment garnishment.

*Weber v. D5 Enterprises Ltd.*, [1983] B.C.J. No. 2037, at paras. 6-7

53. Here, there are no just discounts to be made, in the sense that there are no valid liquidated claims advanced by CTA. As a matter of precaution, the Plaintiffs have discounted amounts paid by CTA toward the Vancouver Sublease Debt.

- 54.



**D. Proposes Garnishees are Within the Jurisdiction of this Court**

55. The proposed garnishees are all reasonably believed to be indebted, under obligation or liable to CTA (excluding indebtedness for salary or wages) and all reside in the jurisdiction. These are:
- a. Marinelli Investments Ltd., a corporation at 401 – 1930 Pandora Street, Vancouver, BC (Krahn Affidavit #2, para. 58(i));
  - b. Wales McLelland Construction Company (1988) Limited, Wales McLelland Construction Company (2014) Limited, and Wales McLelland Construction Company (2017) Ltd., corporations at 19<sup>th</sup> floor, 885 West Georgia Street, Vancouver, BC (Krahn Affidavit #2, paras. 58(b) – (d));
  - c. Omniplex Surrey Nominee Inc., a corporation at 20<sup>th</sup> floor, 250 Howe Street, Vancouver, BC (Krahn Affidavit #2, para. 58(g));
  - d. Jim Pattison Developments Ltd., a corporation at 1800 – 1067 West Cordova Street, Vancouver, BC (Krahn Affidavit #2, para. 58(j)); and
  - e. Lake City Industries Limited Partnership, a limited partnership at 1000 – 595 Burrard Street, Vancouver, BC (Krahn Affidavit #2, para. 58(e)).

Krahn Affidavit #2, para. 58

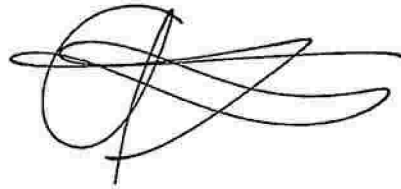
**Part 4: MATERIAL TO BE RELIED ON**

1. Affidavit #2 of David Krahn, made April 1, 2024.

**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).

Dated: 19 /April/2024



Signature of lawyer for the applicants  
Alexandre Maltas

***To be completed by the court only:***

Order made

- ☐ in the terms requested in paragraph \_\_\_\_\_ of Part 1 of this notice of application
- ☐ with the following variations and additional terms:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/2024

\_\_\_\_\_  
Signature of

☐ Judge ☐ Master

**APPENDIX**

**THIS APPLICATION INVOLVES THE FOLLOWING:**

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matters 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

Schedule "A"

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Mr. / Madam.....  
*District Registrar.*

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL  
CONSULTANTS LTD., KD ELECTRICAL  
CONSULTANTS LTD., KG INTERIOR DESIGN LTD.,  
KM CIVIL CONSULTANTS LTD., AND KRAHN &  
ASSOCIATES ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**MARINELLI INVESTMENTS LTD.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee [or garnishees or any of them] to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue*

*NW Edmonton, Alberta, T5J 0H8*

*To the Garnishee:*

*Marinelli Investments Ltd.*

*401-1930 Pandora Street*

*Vancouver, BC, V5L 0C7*

Amount due	\$854,789.26
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Cost of attachment proceedings	\$80.00
--------------------------------	---------

Total amount attached	\$854,869.26
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#### **NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

#### **NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Mr. / Madam.....,  
*District Registrar*

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL  
CONSULTANTS LTD., KD ELECTRICAL  
CONSULTANTS LTD., KG INTERIOR DESIGN LTD.,  
KM CIVIL CONSULTANTS LTD., AND KRAHN &  
ASSOCIATES ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**WALES MCLELLAND CONSTRUCTION COMPANY (1988) LIMITED, WALES  
MCLELLAND CONSTRUCTION COMPANY (2014) LIMITED, AND WALES  
MCLELLAND CONSTRUCTION COMPANY (2017) LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee [or garnishees or any of them] to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....



**Registrar**

***To the Defendant:***

***CTA Architecture + Design Ltd.***

***2100 – 10104 103 Avenue***

***NW Edmonton, Alberta, T5J 0H8***

***To the Garnishee(s):***

***Wales McLelland Construction  
Company (1988) Limited***

***19th Floor, 885 West Georgia Street***

***Vancouver, BC V6C 3H4***

***Wales McLelland Construction  
Company (2014) Limited***

***19th Floor, 885 West Georgia Street***

***Vancouver, BC V6C 3H4***

***Wales McLelland Construction  
Company (2017) Ltd.***

***19th Floor, 885 West Georgia Street***

***Vancouver, BC V6C 3H4***

**Amount due \$854,789.26**

**Cost of attachment proceedings \$80.00**

**Total amount attached \$854,869.26**

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Mr. / Madam.....,  
*District Registrar*

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL  
CONSULTANTS LTD., KD ELECTRICAL CONSULTANTS  
LTD., KG INTERIOR DESIGN LTD., KM CIVIL  
CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**PARK ROYAL SHOPPING CENTRE HOLDINGS LTD.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee [or garnishees or any of them] to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue*

*NW Edmonton, Alberta, T5J 0H8*

*To the Garnishee:*

*Park Royal Shopping Centre Holdings  
Ltd.*

*1000-595 Burrard Street*

*Vancouver, BC V7X 1S8*

Amount due	\$854,789.26
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Cost of attachment proceedings	\$80.00
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Total amount attached	\$854,869.26
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#### **NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

#### **NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Mr. / Madam.....,  
*District Registrar*

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL  
CONSULTANTS LTD., KD ELECTRICAL  
CONSULTANTS LTD., KG INTERIOR DESIGN LTD.,  
KM CIVIL CONSULTANTS LTD., AND KRAHN &  
ASSOCIATES ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**JIM PATTISON DEVELOPMENTS LTD.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee [or garnishees or any of them] to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....

*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue  
NW Edmonton, Alberta, T5J 0H8*

*To the Garnishee:*

*Jim Pattison Developments Ltd.  
1800-1067 West Cordova Street  
Vancouver, BC, V6C 1C7*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.



No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Mr. / Madam.....,  
*District Registrar*

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL  
CONSULTANTS LTD., KD ELECTRICAL  
CONSULTANTS LTD., KG INTERIOR DESIGN LTD.,  
KM CIVIL CONSULTANTS LTD., AND KRAHN &  
ASSOCIATES ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**LAKE CITY INDUSTRIES LIMITED PARTNERSHIP**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee [or garnishees or any of them] to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue  
NW Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Lake City Industries Limited Partnership  
1000-595 Burrard Street  
Vancouver, BC, V7X 1S8*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.



No. VLC-S-S-240934  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between:

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD., KD ELECTRICAL  
CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM CIVIL CONSULTANTS LTD., and  
KRAHN & ASSOCIATES ENGINEERING (1996) LTD.**

Plaintiffs

And:

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

### **NOTICE OF APPLICATION**

**Name of applicants: The Plaintiffs ("Krahn Group")**

TAKE NOTICE that an application will be made by the Plaintiffs to the presiding judge or associate judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia on May 21, 2024 at 9:45 am in person for the orders set out in Part 1 below.

This application is without notice.

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: ORDERS SOUGHT**

1. The Plaintiffs seek pre-judgment garnishment orders as set out in Schedule "A" to this application.

#### **Part 2: FACTUAL BASIS**

##### **Introduction**

2. In its Notice of Civil Claim filed February 16, 2024, Krahn Group claims against the defendant, CTA Architecture + Design Ltd. ("CTA") for, *inter alia*, judgment in the amount of \$877,997.37. CTA denies liability.
3. For the purpose of this application, Krahn Group seeks pre-judgment garnishment orders in the amount of \$854,789.26, which consists of amounts owed to Krahn Group by CTA under lease and professional services agreements, of which CTA refuses to pay (the "Debt").

17MAY24 2408430 RDSA  
21422 8240934

80.00

Krahn Affidavit #2, para. 3

4. Krahn Group is a group of companies registered in British Columbia that operate a property development and consultant business in British Columbia and Alberta. As part of this business, Krahn Engineering Ltd. provides office space, accounting, HR, IT, internet, administrative support, and various other back-end services to KD Mechanical Consultants Ltd., KD Electrical Consultants Ltd., KG Interior Design Ltd., KM Civil Consultants Ltd., and Krahn & Associates Engineering (1996) Ltd. These services are provided by Krahn Engineering Ltd. pursuant to a number of general service and lease agreement with each of the foregoing entities.

Krahn Affidavit #2, para. 4

5. CTA is a company registered in Alberta that operates a full service architecture business in British Columbia and Alberta.

Krahn Affidavit #2, para. 5

#### **Procedural History**

6. On April 23, 2024, the Plaintiffs brought a chambers application for pre-judgment garnishment orders against a selection of potential garnishees listed at paragraph 58 of Krahn Affidavit #2. These were:

- (a) Park Royal Shopping Centre Holdings Ltd., a corporation at 1000 — 595 Burrard Street, Vancouver, BC, V7X 1S8;
- (b) Wales McLelland Construction Company (2014) Limited, a corporation at 19th floor, 885 West Georgia Street, Vancouver, BC, V6C 3H4;
- (c) Wales McLelland Construction Company (1988) Limited, a corporation at 19th floor, 885 West Georgia Street, Vancouver, BC, V6C 3H4;
- (d) Wales McLelland Construction (2017) Ltd., a corporation at 19th floor, 885 West Georgia Street, Vancouver, BC, V6C 3H4;
- (e) Lake City Industries Limited Partnership, a limited partnership at 1000 — 595 Burrard Street, Vancouver, BC, V7X 1S8;
- (f) Omniplex Surrey Nominee Inc., a corporation at 20th floor, 250 Howe Street, Vancouver, BC, V6C 3R8;
- (g) Marinelli Investments Ltd., a corporation at 401 — 1930 Pandora Street, Vancouver, BC, V5L 0C7; and
- (h) Jim Pattison Developments Ltd., a corporation at 1800 — 1067 West Cordova Street, Vancouver, BC, V6C 1C7

7. Associate Judge Keim heard the application, and granted all orders sought.

8. The pre-judgment garnishment orders sought in the present application are for the remainder of potential garnishees listed at paragraph 58 of Krahn Affidavit #2.

**Debt Owed under General Services Agreement**

9. In or around 2021, David Krahn, the Chief Executive Officer of Krahn Engineering Ltd., KD Mechanical Consultants Ltd., KD Electrical Consultants Ltd., and KG Interior Design Ltd., and partner in KM Civil Consultants Ltd., and Krahn & Associates Engineering (1996) Ltd., acquired a 37.5% ownership interest in CTA, around which time CTA began receiving similar office space and back end service support that Krahn Engineering Ltd. provides to other entities in the Krahn Group.

Krahn Affidavit #2, paras. 1, 6

10. Krahn Engineering Ltd. took care of CTA's business administration, accounting, HR, IT, marketing, and similar services, which allowed CTA to focus purely on its architectural services and client development. This is the central idea behind Krahn Engineering Ltd.'s role with the Krahn Group entities.

Krahn Affidavit #2, para. 6

11. Mr. Gino Bit, a fellow partner in CTA and now terminated executive employee of Krahn Group, oversaw the provision of these services to CTA on behalf of Krahn Engineering Ltd. The initial instruction to provide these services to CTA was made by Mr. Bit.

Krahn Affidavit #2, para. 7

12. To this end, in or around January 2021, Krahn Engineering and CTA (known as 2273871 Alberta Ltd. at the time) entered into a general services agreement (the "**General Services Agreement**") wherein Krahn Engineering Ltd. agreed to provide CTA with the following services (the "**Services**"):

- (a) Corporate management and advisory;
- (b) Financial and accounting advisory;
- (c) Human resource management and administration;
- (d) Coordination of shared marketing and promotional activities of Krahn Engineering Ltd. and CTA; and
- (e) Reasonable disbursements and expenses related to the provision of the above-mentioned services; and
- (f) Any other tasks which the parties may agree on, which included, but was not limited to, IT services, management of internet servers, and office/operational services.

Krahn Affidavit #2, para. 8, Ex. B, p. 9

13. In exchange for the Services, CTA agreed to compensate Krahn Engineering Ltd., at a rate of \$20,000 per month, in addition to applicable sales tax/duties.

Krahn Affidavit #2, para. 8, Ex. B, p. 20

14. Further, CTA agreed to reimburse Krahn Engineering Ltd. for expenses incurred on behalf of CTA outside the scope of the Services (the "**Expenses**").

Krahn Affidavit #2, para. 11, Ex. B, p. 14-15

15. From April 28, 2023 to January 24, 2024, Krahn Engineering Ltd. sent 11 invoices to CTA pursuant to General Services Agreement for a total amount of \$449,109.54 (the "**General Services Agreement Debt**").

Krahn Affidavit #2, para. 14-15, Ex. D

16. The August 31, 2023 invoice (invoice no: 230000-CT-8) for \$216,996.39 is a reconciliation invoice for amounts that were taken off previous invoices issued to CTA between January 2022 and July 2023, but remained owing to CTA. Ms. Kalashnikov, the Krahn Group Vice President of Finance, prepared this invoice in the process of completing Krahn Engineering Ltd. and CTA's year-end financial reports. A breakdown of how Ms. Kalashnikov arrived at this figure, before applying GST, is attached as Exhibit E to Krahn Affidavit #2.

Krahn Affidavit #2, para. 16-17, Ex. E, p. 52

17. Despite demand, CTA refuses to pay the General Services Agreement Debt, which remains outstanding in full.

Krahn Affidavit #2, paras. 19-20

#### **Debt Owed Under Vancouver Sublease**

18. In or around November 2020, Krahn Engineering Ltd. entered into an oral agreement in which Krahn Engineering Ltd. sublet office space to CTA at 110 – 2920 Virtual Way, Vancouver, BC (the "**Vancouver Sublease**").

Krahn Affidavit #2, para. 21

19. Pursuant to the Vancouver Sublease, CTA agreed to compensate Krahn Engineering Ltd. on a monthly basis, based on the headcount of CTA employees working at the Vancouver Office in a given month.

Krahn Affidavit #2, para. 22

20. From August 31, 2023 to February 1, 2024, Krahn Engineering sent 6 invoices (due upon receipt) to CTA for the Vancouver Sublease rent in the amount of \$250,608.29.

Krahn Affidavit #2, para. 23, Ex. F, p. 53 – 58



21. The August 31, 2023 invoice (invoice no: 23000-CTA-8Vad) is a reconciliation invoice for amounts that were taken off previous invoices issued to CTA between September 2022 to August 2023 for the Vancouver Sublease, but that remained owing from CTA. Ms. Kalashnikov prepared this invoice in the process of completing Krahn Engineering Ltd. and CTA's year-end financial reports. A breakdown of how Ms. Kalashnikov arrived at this figure is attached as Exhibit G to Krahn Affidavit #1.

Krahn Affidavit #2, paras. 25-26, Ex. G, p. 59

22. In or around January and February 2024, CTA made two payments pursuant to the Vancouver Sublease in the total amount of \$19,332.46. After accounting for these two payments, CTA is indebted to Krahn Group in the amount of \$231,275.83 for amounts owed under the Vancouver Sublease (the "**Vancouver Sublease Debt**"), which remains outstanding in full.

Krahn Affidavit #2, paras. 27 – 29

#### **Debt Owed under Edmonton Lease**

23. In or around December 2021, Krahn Engineering Ltd., on behalf of the Krahn Group, began renting office space to CTA located at 1001 – 10117 Jasper Avenue, Edmonton, Alberta (the "**Edmonton Office**") Krahn Group initially charged CTA a monthly fee based on headcount.

Krahn Affidavit #2, para. 30

24. On or around March 20, 2023, Krahn Group and CTA subsequently entered into a lease agreement for the Edmonton Office, in which CTA agreed to a \$2,500 monthly rental fee, as opposed to an amount calculated by headcount (the "**Edmonton Lease**").

Krahn Affidavit #2, para. 35, Ex. I, p. 61 – 70

25. The parties agreed, *inter alia*, to the following terms in the Edmonton Lease:

#### **Term**

The term of the Lease commences at 12:00 noon on March 20, 2023 and ends at 12:00 noon on June 30, 2028 (the "**Term**").

#### **Rent**

Subject to the provisions of this Lease, the Tenant's rent for the sublease premises if [sic] TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500) plus applicable taxes per month.

#### **Use and Occupation**

9. The Tenant will carry on business under the name of CTA architecture + design ltd. and will not change such name without the prior written consent of the Landlord, such consent not to be reasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked, and staffed on the date of the commencement of the Term and throughout the Term, and will continuously occupy and

utilize the entire Premises in the active conduct of its business in a reputable manner on such days and such hours of business as may be determined from time to time by the Landlord.

...

**Additional Rights on Reentry**

15. If the Landlord reenters the Premises or terminates this Lease, then:

h. the Tenant will pay to the Landlord on demand:

...

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:

1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Krahn Affidavit #2, para. 28, Ex. I, p. 61 – 70

26. From May 1, 2023 to December 1, 2023, Krahn Engineering Ltd. sent 8 invoices pursuant to the Edmonton Lease in the amount of \$13,321.56, which remains outstanding in full.

Krahn Affidavit #2, paras. 37-38, Ex. J, p. 71 – 78

27. Further, in or around December 2023, CTA abandoned the Edmonton Office, which broke, *inter alia*, the "Term" and "Use and Occupation" clauses in the Edmonton Lease.

Krahn Affidavit #2, para. 40

28. As such, on or around December 12, 2023, Krahn Engineering Ltd., on behalf of Krahn Group, invoiced CTA \$110,890.29 (invoice no: 230000-CTA-12E) as liquidated damages for loss of rent after CTA abandoned the Edmonton Office (the "Liquidated Damages"). Ms. Kalashnikov calculated the Liquidated Damages pursuant to section 15(h)(iii)(1) of the Edmonton Lease as set out above.

Krahn Affidavit #2, paras. 41 – 42, Ex. K, p. 79

29. In total, CTA owes Krahn Group \$124,211.85 for amounts owed under the Edmonton Lease, which is the combined amount of the 8 unpaid rent invoices, and the Liquidated Damages (the "**Edmonton Lease Debt**").
30. Despite demand, CTA refuses to pay the Edmonton Lease Debt, which remains outstanding in full.

Krahn Affidavit #2, para. 45

#### **Other Amounts Owed to Krahn Group**

31. Krahn Engineering Ltd., and various other entities in Krahn Group incurred a number of other expenses and disbursements on behalf of CTA, at CTA's request (the "**Additional Expenses**"), and provided to CTA various other services, at CTA's request, including, building design, electrical, mechanical services, interior design, civil services, and structural services (the "**Additional Services**").
32. Krahn Engineering Ltd. and various other entities in the Krahn Group provided the Additional Services pursuant to the following agreements:
  - (a) December 15, 2022 Agreement between KD Electrical Consultants Ltd. and CTA for mechanical and electrical engineering services for an office tenant improvement for CTA at 1700 Dickson Avenue, Kelowna, BC (the "**Dickson Ave Project Agreement**") (Krahn Affidavit #2, para. 47(a), Ex. L, p. 80);
  - (b) July 7, 2023 Agreement between KG Interior Design Ltd. and CTA for interior design services for an office at 69-71 Glacier Street, Coquitlam, BC (the "**Glacier Street Project Agreement**") (Krahn Affidavit #2, para. 47(b), Ex. M, p. 100);
  - (c) July 31, 2023 Agreement between KM Civil Consultants Ltd. and CTA for civil engineering and construction administrative services with respect to, *inter alia*, various permit packages for CTA for a project located at 7650 18<sup>th</sup> Street, Burnaby, BC (the "**Agropur Project Agreement**") (Krahn Affidavit #2, para. 47(c), Ex. N, p. 102);
  - (d) October 27, 2023 Agreement between KD Mechanical Consultants Ltd. and CTA for mechanical engineering services for an office tenant improvement located at 4167 97<sup>th</sup> Street, Edmonton, Alberta (the "**97 Street Office Project Agreement**") (Krahn Affidavit #2, para. 47(d), Ex. O, p. 112);
  - (e) October 27, 2023 Agreement between Krahn Engineering Ltd. and CTA for structural engineering services for a new rooftop unit system at 4167 97<sup>th</sup> Street, Edmonton, Alberta (the "**97 Street Roof Project Agreement**") (Krahn Affidavit #2, para. 47(e), Ex. P, p. 125); and
  - (f) October 24, 2023 Agreement between Krahn & Associates (1996) Ltd., Project ID: C23101, for structural engineering services for an upgrade to an existing wood

framed mezzanine at 8952 Holt Road, Surrey, BC (the "**Swiftsure Millwork Project Agreement**") (Krahn Affidavit #2, para. 47(f), Ex. Q, p. 137).

33. Between August 31, 2023 to January 31, 2024, Krahn Engineering Ltd., and various other entities in Krahn Group invoiced CTA for the Additional Services (due upon receipt), pursuant to the foregoing agreements, and for a total amount of \$45,647.98 (the "**Additional Services Debt**").

Krahn Affidavit #2, paras. 48-49, Ex. R, p. 149 – 166

34. Despite demand, CTA refuses to pay the Additional Services Invoices.

Krahn Affidavit #2, para. 50

35. Further, between February 28, 2022 and December 29, 2023, Krahn Engineering Ltd. invoiced CTA for the Additional Expenses (all of which were requested by CTA, and due upon receipt) for a total amount of \$4,544.06 (the "**Additional Expenses Debt**").

Krahn Affidavit #2, paras. 51 – 52, Ex. S, p. 167

36. Despite demand, CTA refuses to pay the Additional Expenses Debt.

Krahn Affidavit #2, paras. 53 – 54

#### **Total Amount Owed**

37. After making all applicable discounts, the Krahn Group seeks pre-judgment garnishment in the amount of \$854,789.26, broken down as follows:

- (a) \$50,192.04 (the Additional Services and Expenses Debt);
- (b) \$231,275.83 (the Vancouver Sublease Debt);
- (c) \$449,109.54 (the General Services Agreement Debt); and
- (d) \$124,211.85 (the Edmonton Lease Debt).

Krahn Affidavit #2, para. 55

#### **Part 3: LEGAL BASIS**

##### **Pre-Judgment Garnishment Overview**

38. Pre-judgment garnishment is a creature of statute. It is governed by *Court Order Enforcement Act*, RSBC 1996, c 78 ("**COEA**") s. 3(2), which provides:

- (2) A judge or a registrar may, on an application made without notice to any person by
  - (a) a plaintiff in an action,
  - (b) a judgment creditor or person entitled to enforce a judgment or order for the payment of money,

on affidavit by himself or herself or his or her solicitor or some other person aware of the facts, stating,

...

- (d) if a judgment has not been recovered,
  - (i) that an action is pending,
  - (ii) the time of its commencement,
  - (iii) the nature of the cause of action,
  - (iv) the actual amount of the debt, claim or demand, and
  - (v) that it is justly due and owing, after making all just discounts,

and stating in either case

- (e) that any other person, hereafter called the garnishee, is indebted or liable to the defendant, judgment debtor or person liable to satisfy the judgment or order, and is in the jurisdiction of the court, and
- (f) with reasonable certainty, the place of residence of the garnishee,

order that all debts due from the garnishee to the defendant, judgment debtor or person liable to satisfy the judgment or order, as the case may be, is attached to the extent necessary to answer the judgment recovered or to be recovered, or the order made, as the case may be.

39. Prejudgment garnishment is an extraordinary remedy which creates an exception to the normal rule that there is to be no execution before judgment. The remedy requires strict and technical compliance with the statutory requirements. In practice, this practice has more recently been relaxed.

40. Under Rule 23-6(2), an associate judge has the powers and jurisdiction of a registrar.

41. The affidavit in support:

- (a) does not require disclosure of the source of information supporting the deponent's belief (*Saxe v. Kayne* (1991), 59 BCLR (2d) 108 (SC Master), at 4);
- (b) may refer to more than one garnishee, and be used for several garnishing orders (*Court Order Enforcement Act*, RSBC 1996, c 78, s. 26);
- (c) may be based on hearsay (*GT Communications Inc. v. Cam-Net Communications Network Inc.* (1993), 21 C.P.C. (3d) 362 (B.C.S.C. Master), para. 84).

42. The merits of the plaintiff's claim are not relevant to the Court's consideration of whether the statutory requirements for pre-judgment garnishment are met.

*Green Steam Botanicals Corp. v. Pivot Pharmaceuticals Inc.*, 2020 BCSC 166, at para. 29

43. The fact that a liquidated claim is made alternative to an unliquidated claim does not preclude the plaintiff from pre-judgment garnishment.

*Andersen v. Pacific Coast Systems Ltd.*, 1994 CanLII 3251 (BCSC), at 8

#### **The Statutory Requirements Are Met**

44. The Plaintiffs' Notice of Civil Claim and supporting affidavit satisfy the statutory requirements for pre-judgment garnishment as the supporting affidavit sufficiently sets out:

- (a) the nature of the Plaintiff's cause of action against CTA, in satisfaction of *COEA* s. 3(2)(d)(iii);
- (b) the Debt is liquidated, in satisfaction of *COEA* s. 3(2)(d)(iv) and (v);
- (c) the Debt is justly due and owing, after making all just discounts, in satisfaction of *COEA* s. 3(2)(d)(v); and
- (d) the proposed garnishees are indebted or liable to CTA, and are within the jurisdiction of this Court, in satisfaction of *COEA* s. 3(2)(e) and (f).

#### **A. The Supporting Affidavit and Notice of Civil Claim Set out the Nature of the Cause of Action**

45. The requirement in the *COEA* for a supporting affidavit setting out the nature of the cause of action is satisfied as long as the statement is sufficiently particular that it is not necessary for the Court to guess the nature of the claim. An appropriate practice is to append the notice of civil claim to a supporting affidavit in order to particularize the nature of the cause of action.

*Skybound Developments Ltd. v. Hughes Properties Ltd.* (1985), 65 BCLR 79 (CA), paras. 19-22

*Hastings et al v. O'Neill Hotels & Resorts Management Ltd. et al*, 1999 CanLII 6486 (BCSC), para. 15.

46. Here, the Plaintiffs' claim against CTA is clear. The parties entered into a number of Agreements, in which the Plaintiffs provided professional services and office space to CTA. Pursuant to those Agreements, CTA agreed to pay the Plaintiffs a specific sum, or at a specified rate. CTA received the Plaintiffs' professional services, and used the Plaintiffs' office space, but did not pay.

#### **B. The Debt Is Liquidated**

47. Given the wording of *COEA* s. 3(2)(d)(iv) and (v), the Court of Appeal has held that a plaintiff's claim must be for a liquidated sum for pre-judgment garnishment to be ordered.

*Politeknik Metal San ve Tic A.S. v. AAE Holding Ltd.*, 2015 BCCA 318, para. 24

48. A "liquidated sum" is defined as a "liquidated demand in the nature of a debt," i.e., a specific sum of money due and payable under or by virtue of a contract. The amount must either be already ascertained or capable of being ascertained as a mere matter of arithmetic.

*Standard Oil Co. of B.C. Ltd. v. Wood* (1964), 47 W.W.R. 494 at 497 (B.C. Co Ct.), para. 17

49. In *Hastings v. O'Neill Hotels and Resorts Management Ltd.*, 1999 CanLII 6486 (BC SC), the Court explained that whether a claim is liquidated will depend on:



- [19]
1. Is it ascertainable by calculation or by referring to a fixed scale of charges?
  2. Can the calculation be made by reference to the agreement between the parties itself, or, at least, implied by the agreement?
  3. Was the price or method of calculation of the price agreed upon by the parties?
  4. Has the defendant obliged him/herself to pay a specific sum of money?
  5. Was a reasonable estimated cost established by the parties?

50. CTA's non-payment under the Agreements give rise to a liquidated debt:

- (a) The General Services Agreement Debt constitutes a debt arising from the non-payment of a fixed monthly fee of \$20,000, plus expenses (which were approved by CTA), and applicable sales tax/duties pursuant to the General Services Agreement. A claim for professional services rendered is a liquidated claim capable of supporting a pre-judgment garnishing order if the price for said services can be calculated, as in the case of the General Services Agreement Debt (*Hayes, Debek, Stewart & Little v. Nikka Developments Ltd.* (1996), 41 C.P.C. (4<sup>th</sup>) 364 (B.C.S.C.) at paras. 42, 56).
- (b) The Vancouver Sublease Debt constitutes a debt arising from the non-payment of rent of office space, which, pursuant the Vancouver Sublease, and as agreed upon by the parties, was calculated based on the headcount of CTA employees working at the Vancouver Office. A claim for debt or moneys owing for the rental of a premises constitutes a liquidated debt (*Gardner v. Ganapathi (c.o.b. Ganapathi, Ashcroft, Cruikshank, Levine)*, [1993] B.C.J. No. 2083, at para. 32; see also *Pitney Bowes Leasing, A Division of Canada Ltd. v. Aqua-Lung Canada Ltd.*, 1996 CanLII 1873 (BC SC), paras. 14-15, 17: where the Court confirmed a formula to calculate rent constitutes a liquidated debt).
- (c) The Edmonton Lease Agreement Debt consists of a debt arising from the non-payment of a fixed monthly rental fee of \$2,500, plus applicable taxes per month, pursuant to the Edmonton Lease. As stated above, a claim for debt or moneys owing for the rental of a premises constitutes a liquidated debt. Further, the Edmonton Lease Agreement consists of a liquidated abandonment penalty of \$110,890.29, which was calculated using a formula set out in the Edmonton Lease Agreement. A claim for arrears of rent owed based on an acceleration clause in a contract constitutes a liquidated debt (*Sign-O-Lite Plastics Ltd. v. Medallion Management Inc.*, [1979] B.C.J., paras. 12-13).
- (d) The Additional Services Debt constitutes a debt arising from a number of service agreements between CTA and various Krahn Group entities, in which CTA agreed to pay a combination of fixed costs, hourly rates, disbursements, and tax. As stated above, a claim for professional services rendered is a liquidated claim capable of supporting pre-judgment garnishment if the price can be calculated, as is

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*E3 Architecture Inc.*

*440 Cambie Street, Suite 100*

*Vancouver, BC V6B 2N5*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

the case with the services agreements pertaining to the Additional Services Debt;  
and

- (e) The Additional Expenses Debt constitutes a debt arising from various expenses incurred by the Plaintiffs on behalf of CTA, and at CTA's specific request.

**C. The Debt is Justly Due and Owing, and there are No Just Discounts to Apply**

- 51. Pre-judgment garnishment is available when the amount claimed is due and owing at the time the garnishing order is made. Any condition required to make the debt or liquidated claim currently payable must be fulfilled. For example, a claim for rent due supports pre-judgment garnishment, whereas a claim for rent not yet due does not.

*Groenheyde v. Pringle*, [1995] B.C.J. No. 369 (QL) (S.C.), paras. 5-6, 10

*Access Mortgage Group Ltd. v. Stuart* (1984), 49 B.C.L.R. 260 (C.A.), paras. 4-5

- 52. In this case, all amounts claimed by the Plaintiffs are currently due.
- 53. The party seeking pre-judgment garnishment is required to reduce the amount claimed by the amount of the valid and liquidated claims of the other party. This is what is meant by the phrase "after making all just discounts" in *COEA* s. 3(2)(d)(v).

*Ridgeway Pacific Construction Ltd. v. United Contractors Ltd.*, [1976] 1 W.W.R. 285 (BCCA), para. 12

- 54. A "valid liquidated claim" has been held to mean evidence of a claim that, if ultimately accepted at trial, will establish that the same or at least part of it is due to the defendant.

*Eaglecrest Explorations Ltd. v. Consolidated Madison Holdings Ltd.* (1995), 14 B.C.L.R. (3d) 336 (S.C.), para. 20

- 55. The mere filing of a Response to Civil Claim challenging the validity of a plaintiff's claim will not, in itself, constitute a just discount requiring the reduction of pre-judgment garnishment.

*Weber v. D5 Enterprises Ltd.*, [1983] B.C.J. No. 2037, at paras. 6-7

- 56. Here, there are no just discounts to be made, in the sense that there are no valid liquidated claims advanced by CTA. As a matter of precaution, the Plaintiffs have discounted amounts paid by CTA toward the Vancouver Sublease Debt.

**D. Proposed Garnishees are Within the Jurisdiction of this Court**

- 57. The proposed garnishees are all reasonably believed to be indebted, under obligation or liable to CTA (excluding indebtedness for salary or wages) and all reside in the jurisdiction. These are:
  - a. Rain City Management Corp, a corporation at 6345 – 197 Street, Langley, BC, V2Y 1K8;
  - b. Kebet Holdings Ltd., a corporation at 800 – 885 West Georgia Street, Vancouver, BC, V6C 3H1;

- c. Shing Kee Godown (CANADA) Holdings Ltd., a corporation at Suite 2700, 1133 Melville Street, Vancouver, BC, V6E 4E5;
- d. Magna Management Ltd., a corporation at 715 —4974 Kingsway, Burnaby, BC, V5H 4M9;
- e. Conwest (Vulcan) Limited Partnership, a limited partnership 401 —1930 Pandora Street, Vancouver, BC, V5L 0C7;
- f. Prism Construction Ltd., a corporation at #200 — 5611 Cooney Road, Richmond, BC, V6X 3J6;
- g. Prism Construction (2020) Ltd., a corporation at #200 — 5611 Cooney Road, Richmond, BC, V6X 3J6;
- h. Daiya Foods Inc., a corporation at 2900 — 550 Burrard Street, Vancouver, BC, V6C 0A3;
- i. Conwest (PK94 Avenue) Limited Partnership, a limited partnership at 401 — 1930 Pandora Street, Vancouver, BC, V5L 0C7;
- j. Conwest (Nordel) Limited Partnership, a limited partnership at 401 — 1930 Pandora Street, Vancouver, BC, V5L 0C7;
- k. Conwest Ventures Ltd., a corporation at 401 — 1930 Pandora Street, Vancouver, BC, V5L 0C7;
- l. Larco Investments Ltd., a corporation at 1000 — 595 Burrard Street, Vancouver, BC, V7X 1S8;
- m. Montrose Industries Ltd., a corporation at 208 — 10991 Shellbridge Way, Richmond, BC, V6X 3C6
- n. Uppal Building Supplies Ltd., a corporation at 7846 —128<sup>th</sup> Street, Surrey, BC, V3W 4E8;
- o. Uppal Building Supplies (Nanaimo Division) Ltd., a corporation at 1200 —1075 West Georgia Street, Vancouver, BC, V6E 3C9;
- p. Uppal Building Supplies (Prince George Division) Ltd., a corporation at 1200 —1075 West Georgia Street, Vancouver, BC, V6E 3C9;
- q. Uppal Building Supplies (Kelowna Division) Ltd., a corporation at 1200 —1075 West Georgia Street, Vancouver, BC, V6E 3C9;
- r. Uppal Building Supplies (Abbotsford Division) Ltd., a corporation at 1200 — 1075 West Georgia Street, Vancouver, BC, V6E 3C9;
- s. No. 332 Cathedral Ventures Ltd., a corporation at 1000 — 595 Burrard Street, Vancouver, BC, V7X 1S8;
- t. Fine Choice Foods Ltd., a corporation at Suite 1700, Park Place 666 Burrard Street, Vancouver, BC, V6C 2X8;

- u. Choice Properties Limited Partnership, a limited partnership at 3189 Grandview Hwy, Vancouver, BC, V5M 2E9;
- v. MEC Surrey Limited Partnership, a limited partnership at 401 — 930 Pandora Street, Vancouver, BC, V5L 0C7;
- w. Phoenix Industrial Properties Ltd., a corporation at Suite #200, 8120 — 128<sup>th</sup> Street, Surrey, BC, V3W 1R1;
- x. Lorval Developments Ltd., a corporation at 6520 — 20020 84 Avenue, Langley, BC, V2Y 5K9;
- y. Beach Grove Golf Club (1960) Ltd., a corporation at 5058 — 47 A Avenue, Delta, BC, V4K 1T8;
- z. Belgrave Development Ltd., a corporation at 401 — 1930 Pandora Street, Vancouver, BC, V5L 0C7;
- aa. Alpha 201 Properties Ltd., a corporation at B520 — 20020 84 Avenue, Langley, BC, V2Y 5K9;
- bb. Millstream 24 Avenue Limited Partnership, a limited partnership at 1700 — 1055 Hastings St W, Vancouver, BC, V6E 2E9;
- cc. Beedie Construction Ltd., a corporation at 800 — 885 West Georgia Street, Vancouver, BC, V6C 3H1;
- dd. Conwest (PK92) Limited Partnership, a limited partnership at 401 — 1930 Pandora Street, Vancouver, BC, V5L 0C7;
- ee. Kery (Gloucester) Property Limited Partnership, a limited partnership at 800 — 885 Georgia St W, Vancouver, BC, V6C 3H1;
- ff. Conwest (Scott and Fir) Limited Partnership, a limited partnership at 401 — 1930 Pandora Street, Vancouver, BC, V5L 0C7;
- gg. Brian Allsopp Architect Ltd., a corporation at 101 — 123 Martin Street, Penticton, BC, V2A 7X6;
- hh. SES Consulting Inc., a corporation at Suite 2300 — 925 West Georgia St, Vancouver, BC, V6C 3L2;
- ii. School District No. 43 (Coquitlam), a school district at 1080 Winslow Avenue, Coquitlam, BC, V3J 0M6;
- jj. City of Burnaby, a municipality at, 4949 Canada Way, Burnaby, BC, V5G 1M2;
- kk. PGS Capital Ltd., a corporation at #514 — 850 West Hastings Street, Vancouver, BC, V6C 1E1;

- ll. City of Langley, a municipality at 20399 Douglas Crescent, Langley, BC, V3A 4G3;
- mm. City of Richmond, a municipality at 6911 No. 3 Road, Richmond, BC, V6Y 2C1;
- nn. Gulzar Transport Inc., a corporation at 300 — 10991 Shellbridge Way, Richmond, BC, V6X 3C6;
- oo. Musqueam Capital Corp., a corporation at 800 — 885 West Georgia Street, Vancouver, BC, V6C 3H1;
- pp. City of Maple Ridge, a municipality at 11995 Haney Place, Maple Ridge, BC, V2X 6A9;
- qq. Bosa Properties Inc., a corporation at 1101 — 838 West Hastings Street, Vancouver, BC, V6C 0A6;
- rr. Underhill Lands Ltd., a corporation at 2900 — 550 Burrard Street, Vancouver, BC, V6C 0A3;
- ss. Noram Engineering and Constructors Ltd., a corporation at Suite 2300, Bentall 5, 550 Burrard Street, Box 30, Vancouver, BC, V6C 2B5;
- tt. RAM Construction Inc., a corporation at 8369 River Way, Delta, BC, V4G 1G2;
- uu. District of North Vancouver, a district municipality at 355 West Queens Road, North Vancouver, BC, V7N 4N5;
- vv. District of Peachland, a district municipality at 5806 Beach Avenue, Peachland, BC, V0H 1X7;
- ww. Pacific Blends Ltd., a corporation at 800 885 West Georgia Street, Vancouver, BC, V6C 3H1;
- xx. Layfield Canada Ltd., a corporation at 11120 Silversmith Place, Richmond, BC, V7A 5E4;
- yy. E3 Architecture Inc., a corporation at Suite 100 — 440 Cambie Street, Vancouver, BC, V6B 2N5.

Krahn Affidavit #2, para. 58

**Part 4: MATERIAL TO BE RELIED ON**

1. Affidavit #2 of David Krahn, made April 1, 2024.
2. Reasons for Judgment of Associate Judge Keim, dated April 23, 2024.

**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).

Dated: 17/May/2024

SSA

**Signature of lawyer for the applicants**  
**Alexandre Malta**

***To be completed by the court only:***

Order made

- ☐ in the terms requested in paragraph \_\_\_\_\_ of Part 1 of this notice of application
- ☐ with the following variations and additional terms:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/2024

Signature of

☐ Judge ☐ Master

**APPENDIX**

**THIS APPLICATION INVOLVES THE FOLLOWING:**

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matters 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

SCHEDULE "A"

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS  
LTD., KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN  
LTD., KM CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**RAINCITY MANAGEMENT CORP.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee:*

*Raincity Management Corp.*

*6345 – 197 Street*

*Langley, BC, V2Y 1K8*

Amount due \$854,789.26

Cost of attachment proceedings \$80.00

Total amount attached \$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS  
LTD., KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN  
LTD., KM CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**KEBET HOLDINGS LTD.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Kebet Holdings Ltd.*

*800-885 West Georgia Street*

*Vancouver, BC, V6C 3H1*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.



No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS  
LTD., KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN  
LTD., KM CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**SHING KEE GODOWN (CANADA) HOLDINGS LTD.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, affidavit of Audrene Keshavarzi, made May 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee:*

*Shing Kee Godown (CANADA) Holdings  
Ltd.*

*Suite 2700-1133 Melville Street*

*Vancouver, BC, V6E 4E5*

Amount due \$854,789.26

Cost of attachment proceedings \$80.00

Total amount attached \$854,869.26

#### **NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

#### **NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD., KD  
ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM CIVIL  
CONSULTANTS LTD., AND KRAHN & ASSOCIATES ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**MAGNA MANAGEMENT LTD.**

Garnishee

**GARNISHING ORDER BEFORE JUDGMENT**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*To the Garnishee:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*Magna Management Ltd.  
715-4974 Kingsway  
Burnaby, BC, V5H 4M9*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

#### **NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

#### **NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS  
LTD., KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN  
LTD., KM CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**CONWEST (VULCAN) LIMITED PARTNERSHIP, CONWEST (PK94 AVENUE) LIMITED PARTNERSHIP,  
CONWEST (NORDEL) LIMITED PARTNERSHIP, CONWEST VENTURES LTD., CONWEST (PK92)  
LIMITED PARTNERSHIP, AND CONWEST (SCOTT AND FIR) LIMITED PARTNERSHIP**

Garnishees

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishees or any of them to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Conwest (Vulcan) Limited Partnership  
401-1930 Pandora Street  
Vancouver, BC, V5L 0C7*

*Conwest (PK94 Avenue) Limited  
Partnership  
401-1930 Pandora Street  
Vancouver, BC, V5L 0C7*

*Conwest (Nordel) Limited Partnership  
401-1930 Pandora Street  
Vancouver, BC, V5L 0C7*

*Conwest Ventures Ltd.  
401-1930 Pandora Street  
Vancouver, BC, V5L 0C7*

*Conwest (PK92) Limited Partnership  
401-1930 Pandora Street  
Vancouver, BC, V5L 0C7*

*Conwest (Scott and Fir) Limited  
Partnership  
401-1930 Pandora Street  
Vancouver, BC, V5L 0C7*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.



No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD., KD  
ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM CIVIL  
CONSULTANTS LTD., AND KRAHN & ASSOCIATES ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**PRISM CONSTRUCTION (2020) LTD. and PRISM CONSTRUCTION LTD.**

Garnishees

**GARNISHING ORDER BEFORE JUDGMENT**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishees or any of them to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Prism Construction (2020) Ltd.  
200-5611 Cooney Road  
Richmond, BC, V6X 3J6  
  
Prism Construction Ltd.  
200-5611 Cooney Road  
Richmond, BC, V6X 3J6*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES ENGINEERING  
(1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**DAIYA FOODS INC.**

Garnishee

**GARNISHING ORDER BEFORE JUDGMENT**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee:*

*Daiya Foods Inc.*

*2900-550 Burrard Street*

*Vancouver, BC, V6C 0A3*

Amount due \$854,789.26

Cost of attachment proceedings \$80.00

Total amount attached \$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS  
LTD., KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN  
LTD., KM CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**LARCO INVESTMENTS LTD.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta T5J 0H8*

*To the Garnishee(s):*

*Larco Investments Ltd.*

*1000-595 Burrard Street*

*Vancouver, BC V7X 1S8*

Amount due	\$854,789.26
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Cost of attachment proceedings	\$80.00
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Total amount attached	\$854,869.26
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**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS  
LTD., KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN  
LTD., KM CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**MONTROSE INDUSTRIES LTD.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, affidavit of Audrene Keshavarzi, made May 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*



*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee:*

*Montrose Industries Ltd.  
208-10991 Shellbridge Way  
Richmond, BC, V6X 3C6*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

\* Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**UPPAL BUILDING SUPPLIES LTD., UPPAL BUILDING SUPPLIES  
(NANAIMO DIVISION) LTD., UPPAL BUILDING SUPPLIES (KELOWNA  
DIVISION) LTD., UPPAL BUILDING SUPPLIES (ABBOTSFORD DIVISION)  
LTD., UPPAL BUILDING SUPPLIES (PRINCE GEORGE DIVISION) LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishees or any of them to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Uppal Building Supplies Ltd.  
7846 – 128<sup>th</sup> Street  
Surrey, BC, V3W 4E8*

*Uppal Building Supplies (Nanaimo  
Division) Ltd.  
1200 – 1075 West Georgia Street  
Vancouver, BC, V6E 3C9*

*Uppal Building Supplies (Kelowna  
Division), Ltd.  
1200 – 1075 West Georgia Street  
Vancouver, BC, V6E 3C9*

*Uppal Building Supplies (Abbotsford  
Division) Ltd.  
1200 – 1075 West Georgia Street  
Vancouver, BC, V6E 3C9*

*Uppal Building Supplies (Prince George  
Division) Ltd.  
1200 – 1075 West Georgia Street  
Vancouver, BC, V6E 3C9*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS  
LTD., KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN  
LTD., KM CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**NO. 332 CATHEDRAL VENTURES LTD.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, affidavit of Audrene Keshavarzi, made May 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee:*

*No. 332 Cathedral Ventures Ltd.*

*1000 – 595 Burrard Street*

*Vancouver, BC V7X 1S8*

Amount due \$854,789.26

Cost of attachment proceedings \$80.00

Total amount attached \$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS  
LTD., KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN  
LTD., KM CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**FINE CHOICE FOODS LTD.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*



*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Fine Choice Foods Ltd.*

*Suite 1700, Park Place*

*666 Burrard Street*

*Vancouver, BC V6C 2X8*

Amount due	\$854,789.26
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Cost of attachment proceedings	\$80.00
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Total amount attached	\$854,869.26
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**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS  
LTD., KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN  
LTD., KM CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**CHOICE PROPERTIES LIMITED PARTNERSHIP**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Choice Properties Limited Partnership  
3189 Grandview Hwy  
Vancouver, BC V5M 2E9*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**MEC SURREY LIMITED PARTNERSHIP**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee:*

*MEC Surrey Limited Partnership*

*401 – 930 Pandora Street*

*Vancouver, BC V5L 0C7*

Amount due	\$854,789.26
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Cost of attachment proceedings	\$80.00
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Total amount attached	\$854,869.26
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**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**PHOENIX INDUSTRIAL PROPERTIES LTD.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee:*

*Phoenix Industrial Properties Ltd.  
Suite #200, 8120 – 128<sup>th</sup> Street  
Surrey, BC V3W 1R1*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.



No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**LORVAL DEVELOPMENTS LTD.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee:*

*Lorval Developments Ltd.  
B520 – 20020 84 Avenue  
Langley, BC V2Y 5K9*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**BEACH GROVE GOLF CLUB (1960) LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Beach Grove Golf Club (1960) Ltd.  
5058 – 47 A Avenue  
Delta, BC V4K 1T8*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**BELGRAVE DEVELOPMENT LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Belgrave Development Ltd.  
401 – 1930 Pandora Street  
Vancouver, BC, V5L 0C7*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**ALPHA 201 PROPERTIES LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*To the Garnishee(s):*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*Alpha 201 Properties Ltd.  
B520 – 20020 84 Avenue  
Langley, BC V2Y 5K9*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

#### **NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

#### **NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.



No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**MILLSTREAM 24 AVENUE LIMITED PARTNERSHIP**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Millstream 24 Avenue Limited  
Partnership*

*1700 – 1055 Hastings Street W*

*Vancouver, BC, V6E 2E9*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**BEDDIE CONSTRUCTION LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Beedie Construction Ltd.  
800 – 885 West Georgia Street  
Vancouver, BC V6C 3H1*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**KERY (GLOUCESTER) PROPERTY LIMITED PARTNERSHIP**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Kery (Gloucester) Property Limited  
Partnership*

*800 – 885 West Georgia Street*

*Vancouver, BC, V6C 3H1*

Amount due \$854,789.26

Cost of attachment proceedings \$80.00

Total amount attached \$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**BRIAN ALLSOPP ARCHITECT LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Brian Allsopp Architect Ltd.*

*101 – 123 Martin Street*

*Penticton, BC, V2A 7X6*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.



No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**SES CONSULTING INC.**

Garnishee

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*SES Consulting Inc.*

*2300 – 925 West Georgia Street*

*Vancouver, BC, V6C 3L2*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**SCHOOL DISTRICT NO. 43 (COQUITLAM)**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue*

*NW Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*School District No. 43 (Coquitlam)*

*1080 Winslow Avenue*

*Coquitlam, BC, V3J 0M6*

Amount due	\$854,789.26
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Cost of attachment proceedings	\$80.00
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Total amount attached	\$854,869.26
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**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**CITY OF BURNABY**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*City of Burnaby*

*4949 Canada Way*

*Burnaby, BC V5G 1M2*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**PGS CAPITAL LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue*

*NW Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*PGS Capital Ltd.*

*514 – 850 West Hastings Street*

*Vancouver, BC, V6C 1E1*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.



IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**CITY OF LANGLEY**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*City of Langley  
20399 Douglas Crescent  
Langley, BC V3A 4B3*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**CITY OF RICHMOND**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar:.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**GULZAR TRANSPORT INC.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue*

*NW Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Gulzar Transport Inc.*

*300 – 10991 Shellbridge Way*

*Richmond, BC, V6X 3C6*

Amount due	\$854,789.26
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Cost of attachment proceedings	\$80.00
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Total amount attached	\$854,869.26
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#### **NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

#### **NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**MUSQUEAM CAPITAL CORP.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue*

*NW Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Musqueam Capital Corp.*

*800 – 885 West Georgia Street*

*Vancouver, BC, V6C 3H1*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.



No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**CITY OF MAPLE RIDGE**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*City of Maple Ridge  
11995 Haney Place  
Maple Ridge, BC V2X 6A9*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**BOSA PROPERTIES INC.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Bosa Properties Inc.*

*1101 – 838 West Hastings Street*

*Vancouver, BC, V6C 0A6*

Amount due	\$854,789.26
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Cost of attachment proceedings	\$80.00
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Total amount attached	\$854,869.26
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#### **NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

#### **NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**UNDERHILL LANDS LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue*

*NW Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Underhill Lands Ltd.*

*2900 – 550 Burrard Street*

*Vancouver, BC V6C 0A3*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**NORAM ENGINEERING AND CONSTRUCTORS LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Noram Engineering and Constructors Ltd.*

*Suite 2300, Bentall 5*

*550 Burrard Street, Box 30*

*Vancouver, BC V6C 2B5*

Amount due	\$854,789.26
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Cost of attachment proceedings	\$80.00
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Total amount attached	\$854,869.26
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**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.



IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**RAM CONSTRUCTION INC.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*RAM Construction Inc.  
8369 River Way  
Delta, BC V4G 1G2*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**DISTRICT OF NORTH VANCOUVER**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*District of North Vancouver  
355 West Queens Road  
North Vancouver, BC, V7N 4N5*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

#### **NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

#### **NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**DISTRICT OF PEACHLAND**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*  
*CTA Architecture + Design Ltd.*  
*2100 – 10104 103 Avenue NW*  
*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*  
*District of Peachland*  
*5806 Beach Avenue*  
*Peachland, BC V0H 1X7*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

#### **NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

#### **NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**PACIFIC BLENDS LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.  
2100 – 10104 103 Avenue NW  
Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Pacific Blends Ltd.  
800 – 885 West Georgia Street  
Vancouver, BC V6C 3H1*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

#### **NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

#### **NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.



No. VLC-S-S-240934  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**LAYFIELD CANADA LTD.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*

*To the Defendant:*

*CTA Architecture + Design Ltd.*

*2100 – 10104 103 Avenue NW*

*Edmonton, Alberta, T5J 0H8*

*To the Garnishee(s):*

*Layfield Canada Ltd.*

*11120 Silversmith Place*

*Richmond, BC V7A 5E4*

Amount due	\$854,789.26
Cost of attachment proceedings	\$80.00
Total amount attached	\$854,869.26

**NOTICE TO GARNISHEE**

If you do not pay into court at once the amount of your indebtedness to the defendant, an order may be made against you for the payment of the full amount with costs.

If you dispute your liability, you should at once file a dispute note.

**NOTICE TO DEFENDANT**

You may apply to the registrar or the court and, if considered just in all the circumstances, an order may be made releasing all or part of this garnishment.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Before Registrar.....,

Between

**KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD.,  
KD ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM  
CIVIL CONSULTANTS LTD., AND KRAHN & ASSOCIATES  
ENGINEERING (1996) LTD.**

Plaintiffs

and

**CTA ARCHITECTURE + DESIGN LTD.**

Defendant

and

**E3 ARCHITECTURE INC.**

Garnishee(s)

**Garnishing Order Before Judgment**

On reading the affidavit of David R. Krahn, made April 1, 2024, and on it appearing that the indebtedness, obligation or liability of the garnishee(s) is not for wages or salary, I order that all debts, obligations and liabilities owing, payable or accruing due from the above named garnishee to the above name defendant, **CTA ARCHITECTURE + DESIGN LTD.**, other than for wages or salary, be attached to the total amount set out below and paid into court.

Date: .....

.....  
*Registrar*



\$279,166.59 and no interest

No. VLC-S-S-240934  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

KRAHN ENGINEERING LTD., KD MECHANICAL CONSULTANTS LTD., KD  
ELECTRICAL CONSULTANTS LTD., KG INTERIOR DESIGN LTD., KM CIVIL  
CONSULTANTS LTD., AND KRAHN & ASSOCIATES ENGINEERING (1996) LTD.

Plaintiff(s)

and

CTA ARCHITECTURE + DESIGN LTD.

Defendant(s)

**REQUISITION – GENERAL**

**Filed by: CTA ARCHITECTURE + DESIGN LTD.**

Required: Statement of Account with respect to money paid into Court

This requisition is supported by the following:

1. Garnishing Order before Judgment filed April 23, 2024 and May 17, 2024

Date: January 24, 2025

A handwritten signature in blue ink, appearing to read "K. James Rose".

Signature of K. James Rose

☐ Filing Party    ☒ Lawyer for Filing Party

THIS IS **EXHIBIT "F"** TO THE  
AFFIDAVIT OF REHMAN MULJI  
AFFIRMED BEFORE ME AT  
this 27 day of January 2025.

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke.

---

A Notary Public/Commissioner for Oaths in  
and for the Province of Alberta

**Kyle R. Smith**  
Barrister & Solicitor

December 12, 2024

**VIA COURIER AND EMAIL**  
**([ANNUAL.RETURNS@KINGSGATELEGAL.COM](mailto:ANNUAL.RETURNS@KINGSGATELEGAL.COM))**

CTA Architecture + Design Ltd.  
c/o Registered Office  
2100 Bell Tower, 10104-103 Avenue  
Edmonton, Alberta T5J 0H8

**Re: Demand for Payment**

As counsel to ATB Financial (the "**Lender**"), we hereby advise CTA Architecture + Design Ltd. (the "**Borrower**") as follows:

1. Reference is made to the following:
  - (a) a commitment letter dated May 12, 2023 between the Lender and the Borrower (as further amended, restated, supplemented or otherwise modified from time to time to the date hereof, the "**Commitment Letter**"); and
  - (b) a General Security Agreement (Non-Consumer) dated June 15, 2021, granted by the Borrower to the Lender.

The documents referred to in paragraphs 1(a) through (b) above are collectively referred to as the "**ATB Loan Documents**".

2. Pursuant to the Commitment Letter, all included credit facilities (the "**Credit Facilities**") are payable in full on demand by the Lender at any time. Accordingly, the Lender hereby demands from the Borrower payment of the Credit Facilities in the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date of this demand and hereafter, and any other amounts whatsoever, which may be claimed by the Lender under the ATB Loan Documents, or any other document relating thereto, including, without limitation, all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the ATB Loan Documents. For greater certainty, interest continues to accrue on the Credit Facilities and other indebtedness and costs, including as aforesaid, at the rates determined in accordance with the ATB Loan Documents (collectively, the "**Outstanding Indebtedness**").
3. If the Borrower fails to make payment of the Outstanding Indebtedness by way of certified cheque, bank draft, or other immediately payable funds by no later than 5:00 p.m. MST on December 23, 2024, the Lender will take such lawful steps to recover the Outstanding Indebtedness owing to it as it considers appropriate, including, but not limited

**MLT Aikins LLP**  
2100 - 222 3rd Avenue SW  
Calgary, AB T2P 0B4  
T: (403) 693-4300  
F: (403) 508-4349

**Ryan Zahara**  
Partner

Direct Line: (403) 693-5420  
E-mail: [rzahara@mltaikins.com](mailto:rzahara@mltaikins.com)

**Regie Agcaoili**  
Legal Assistant  
Direct Line: (403) 693-5402  
E-mail: [ragcaoili@mltaikins.com](mailto:ragcaoili@mltaikins.com)

# MLT AIKINS

WESTERN CANADA'S LAW FIRM

to, pursuing all of the Lender's rights and remedies against the Borrower under the ATB Loan Documents.

4. We enclose a Notice of Intention to Enforce Security delivered pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) together with a form to facilitate the Borrower's waiver of the notice period referred to therein if it chooses to permit the same.

Yours truly,  
**MLT AIKINS LLP**



Ryan Zahara

Encl.

c: Kyle R. Smith, MLT Aikins LLP (via email)

**Schedule "A" – Outstanding Indebtedness**

<b>Category</b>	<b>Amount in CAD\$ as of December 12, 2024</b>
<b>Business Term Loan 855-45650460400</b>	
Principal	\$199,996.00
Interest	\$522.73
Per Diem Interest	\$40.82
<b>TOTAL</b>	<b>\$200,518.73</b>
<b>Commercial Term Loan 855-40501335600</b>	
Principal	\$448,206.82
Interest	\$13,713.90
Per Diem Interest	\$91.48
<b>TOTAL</b>	<b>\$461,920.72</b>
<b>Operating Loan 855-40500714300</b>	
Principal	\$500,000.00
Interest	\$1,142.44
Per Diem Interest	\$88.36
<b>TOTAL</b>	<b>\$501,142.44</b>
<b>Mastercard 5475XXX1225</b>	
<b>TOTAL</b>	<b>\$22,316.08</b>
<b>TOTAL</b>	<b>\$1,185,897.97</b>
(collectively, the "Outstanding Indebtedness")	

Plus all interest, legal, and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date hereof.



**Form 86****NOTICE OF INTENTION TO ENFORCE SECURITY**  
(Section 244 of the Bankruptcy and Insolvency Act)**TO: CTA Architecture + Design Ltd., an insolvent person (the "Debtor")**

Take notice that:

ATB Financial (the "**Lender**"), pursuant to a commitment letter dated May 12, 2023 (as further amended, restated, supplemented or otherwise modified from time to time to the date hereof, the "**Commitment Letter**") between the Lender and the Debtor, intends to enforce its security on all of the Debtor's present and after-acquired property (both real and personal), as more particularly described in the Security (as defined below).

The security that is to be enforced is in the form of the following (the "**Security**"):

- (a) a General Security Agreement (Non-Consumer) executed on June 15, 2021, which is from the Debtor to the Lender.

The total amount of indebtedness secured by the Security is in the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements, and expenses incurred by the Lender, and any other amounts whatsoever, which may be claimed by the Lender under the Commitment Letter, the Security, or any other document relating thereto, including without limitation all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the Commitment Letter and the Security.

The Lender will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

DATED at Calgary, Alberta, this 12<sup>th</sup> day of December, 2024

**MLT AIKINS LLP, Agents and Solicitors for the Lender**

Per: 

Name: Ryan Zahara

Title: Barrister and Solicitor

**Schedule "A" – Outstanding Indebtedness**

<b>Category</b>	<b>Amount in CAD\$ as of December 12, 2024</b>
<b>Business Term Loan 855-45650460400</b>	
Principal	\$199,996.00
Interest	\$522.73
Per Diem Interest	\$40.82
<b>TOTAL</b>	<b>\$200,518.73</b>
<b>Commercial Term Loan 855-40501335600</b>	
Principal	\$448,206.82
Interest	\$13,713.90
Per Diem Interest	\$91.48
<b>TOTAL</b>	<b>\$461,920.72</b>
<b>Operating Loan 855-40500714300</b>	
Principal	\$500,000.00
Interest	\$1,142.44
Per Diem Interest	\$88.36
<b>TOTAL</b>	<b>\$501,142.44</b>
<b>Mastercard 5475XXX1225</b>	
<b>TOTAL</b>	<b>\$22,316.08</b>
<b>TOTAL</b>	<b>\$1,185,897.97</b>
(collectively, the "Outstanding Indebtedness")	

Plus all interest, legal, and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date hereof.



WESTERN CANADA'S LAW FIRM

### Schedule "B" – Waiver

CTA Architecture + Design Ltd., hereby waives the notice period provided for under Section 244(2) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, and consents to the immediate enforcement by the Lender of the Security described above.

DATED at Calgary, Alberta this \_\_\_\_ day of \_\_\_\_\_ 2024.

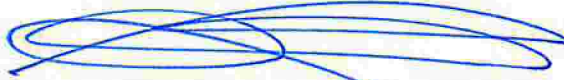
**CTA Architecture + Design Ltd.**

By: \_\_\_\_\_

Name:

Title:

THIS IS **EXHIBIT "G"** TO THE  
AFFIDAVIT OF REHMAN MULJI  
AFFIRMED BEFORE ME AT  
this 27 day of January 2025.



---

A Notary Public/Commissioner for Oaths in  
and for the Province of Alberta

**Kyle R. Smith**  
Barrister & Solicitor



December 12, 2024

**CTA Architecture + Design Ltd.**  
**327 Keary Street**  
**New Westminster BC V3L 3L2**

**Re: Payout Statement for CTA Architecture + Design Ltd Credit Facilities with ATB Financial**

To facilitate the discharge of the credit facilities and release of security held in support of the facilities, the following loan advances identified below are to be paid out.

The pay-out balance as of December 12, 2024 is as follows:

**Business Term Loan 855-45650460400**

Outstanding Balance	\$199,996.00
Interest	\$522.73
<b>Total as of Dec 12, 2024</b>	<b><u>\$200,518.73</u></b>
Per Diem	\$40.82

**Commercial Term Loan 855-40501335600**

Outstanding Balance	\$448,206.82
Interest	\$13,713.90
<b>Total as of Dec 12, 2024</b>	<b><u>\$461,920.72</u></b>
Per Diem	\$91.48

**Operating Loan 855-40500714300**

Outstanding Balance	\$500,000.00
Interest	\$1,142.44
<b>Total as of Dec 12, 2024</b>	<b><u>\$501,142.44</u></b>
Per Diem	\$88.36

**MasterCard 5475XXX1225**

<b>Total as of Dec 12, 2024</b>	<b><u>\$22,316.08</u></b>
---------------------------------	---------------------------

\*\*\*\*Payoff amount includes the balance as of today's date, plus outstanding interest. Existing pending disputes, pending authorizations, new authorizations or purchases made between today and the payout date selected will not be included in the payoff amount provided.

Total Payout Balance as of December 12, 2024 is **\$1,185,897.97**

**CONDITIONS OF STATEMENT**

1. This statement is valid as of the statement date
2. All relative discharges will be forwarded in due course upon receipt of funds
3. ***Balances on Line of Credit and Mastercard are subject to change daily based on transactional use. Please contact the undersigned on the day of payout for exact balances.***
4. ***Upon receipt of the payout funds, the loan facilities will be canceled, with no overdrafts permitted going forward.***

Any change in the Prime Lending Rate will affect the daily rate. Therefore exact amounts owing should be confirmed at the time of payment. Funds must be received to the solicitor by 1:00 pm for payout on that day. Funds received after 1:00 pm will be subject to interest accruing to the next business day.

Please know that acceptance and/or processing of any payment by ATB in any amount less than the full amount owing as per the relevant loan agreements between you (the Borrower) and ATB shall not be deemed satisfaction of the debt owing and you shall not be entitled to a discharge of any relevant security held by ATB until full repayment of all applicable loan balances are received by ATB.

Should you have any questions or concerns please do not hesitate to contact the writer.

Yours truly,

**ATB Financial**

via email

**Rob MacMullen**

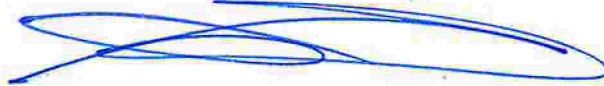
**Senior Manager - Special Loans**

**Commercial Risk Advisory & Management**

**Mobile: 780-975-0712/Email: rmacmullen@atb.com**

**atb.com**

THIS IS **EXHIBIT "H"** TO THE  
AFFIDAVIT OF REHMAN MULJI  
AFFIRMED BEFORE ME AT  
this 27 day of January 2025.



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A Notary Public/Commissioner for Oaths in  
and for the Province of Alberta

**Kyle R. Smith**  
Barrister & Solicitor



COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

ATB FINANCIAL (FORMERLY ALBERTA  
TREASURY BRANCHES)

DEFENDANTS

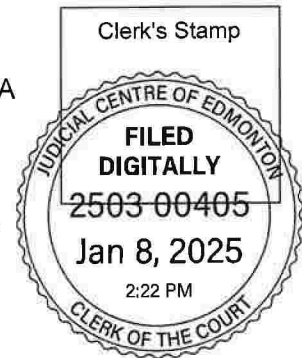
CTA ARCHITECTURE + DESIGN LTD.,  
CRAIG MITCHELL, and GINO BIT

DOCUMENT

**STATEMENT OF CLAIM**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT

MLT AIKINS LLP  
Barristers and Solicitors  
2100, 222 - 3<sup>rd</sup> Ave SW  
Calgary, AB T2P 0B4  
Telephone: 403.693.5420/4302  
Fax: 403.508.4349  
Attention: Ryan Zahara/Kyle R. Smith  
File: 0114153.00092



## NOTICE TO THE DEFENDANTS

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

### Statement of facts relied on:

#### The Parties

1. The Plaintiff, ATB Financial, formerly Alberta Treasury Branches ("**ATB Financial**"), is a financial institution and Crown corporation owned by the Province of Alberta. ATB Financial is regulated entirely by the Government of Alberta under the authority of the *ATB Act*, RSA 2000, c A-45.2, and the *Alberta Treasury Branches Regulation*, Alta Reg 187/1997
2. The Defendant, CTA Architecture + Design Ltd. (the "**Corporate Defendant**"), is a corporation registered in accordance with the laws of the Province of Alberta and with its registered office in the City of Edmonton, in the Province of Alberta.
3. The Defendant, Craig Mitchell ("**Mr. Mitchell**"), is an individual who to the best of ATB Financial's knowledge, resides in the City of New Westminster, in the Province of British Columbia. Mr. Mitchell is the sole director of the Corporate Defendant.



4. The Defendant, Gino Bit ("**Mr. Bit**", collectively with Mr. Mitchell, the "**Guarantor Defendants**"), is an individual who to the best of ATB Financial's knowledge, resides in the City of Edmonton, in the Province of Alberta.
5. The Corporate Defendant and the Guarantor Defendants are collectively referred to hereinafter as the "**Defendants**".

#### **The Commitment Letter**

6. Pursuant to a Commitment Letter dated April 13, 2023, and accepted on May 12, 2023 (the "**Commitment Letter**"), between ATB Financial, as lender, and the Corporate Defendant as borrower, ATB Financial advanced funds to the Corporate Defendant.
7. In accordance with the Commitment Letter, ATB Financial extended credit under the following credit facilities to the Corporate Defendant: (i) a Business Term Loan (the "**Business Term Loan**"); (ii) a Commercial Term Loan (the "**Commercial Term Loan**"); (iii) an Operating Loan (the "**Operating Loan**"); and (iv) a Mastercard (the "**Mastercard**", collectively with the Business Term Loan, the Commercial Term Loan, and the Operating Loan, the "**Credit Facilities**").
8. The terms of the Commitment Letter include, among other terms, that:
  - a. the Corporate Defendant agreed to pay interest on all amounts owing to ATB Financial under the Business Term Loan at a rate Prime plus 1.00% per annum;
  - b. the Corporate Defendant agreed to pay interest on all amounts owing to ATB Financial under the Mastercard at a rate Prime plus 1.00% per annum;
  - c. the Corporate Defendant agreed to pay all amounts owing to ATB Financial under the Credit Facilities upon demand by ATB Financial; and
  - d. the Corporate Defendant would be liable to ATB Financial for all of ATB Financial's costs and expenses incurred to enforce the Commitment Letter, including its legal costs on a solicitor and own client (full-indemnity) basis.

### The Security

9. As security for all amounts owing by the Corporate Defendant to ATB Financial including, but not limited to, amounts owing pursuant to the Commitment Letter, the Corporate Defendant entered into a general security agreement executed on June 15, 2021 (the "**Corporate Defendant GSA**"), in favour of ATB Financial in respect of all of the Corporate Defendant's present and after acquired personal property.
10. As further security for all amounts owing by the Corporate Defendant to ATB Financial including, but not limited to, amounts owing pursuant to the Commitment Letter, the Guarantor Defendants entered into the following:
  - a. a general security agreement (the "**Mitchell GSA**") executed by Mr. Mitchell in favour of ATB Financial in respect of all of Mr. Mitchell's present and after acquired personal property and all present and future indebtedness of the Corporate Defendant to Mr. Mitchell both direct and indirect, both absolute and contingent, including without restriction, the present and future indebtedness evidenced by accounts, instruments, documents of title, chattel paper or security;
  - b. a general security agreement (the "**Bit GSA**", collectively with the Mitchell GSA, the "**Guarantor GSAs**") executed by Mr. Bit in favour of ATB Financial in respect of all of Mr. Bit's present and after acquired personal property and all present and future indebtedness of the Corporate Defendant to Mr. Bit both direct and indirect, both absolute and contingent, including without restriction, the present and future indebtedness evidenced by accounts, instruments, documents of title, chattel paper or security;
  - c. a continuing guarantee and postponement of claims dated June 14, 2021, from the Mr. Mitchell to ATB Financial, guaranteeing up to the amount of \$1,300,000 of the Corporate Defendant's obligations to ATB Financial (the "**Mitchell Guarantee**"); and
  - d. a continuing guarantee and postponement of claims dated June 15, 2021, from the Mr. Bit to ATB Financial, guaranteeing up to the amount of \$1,300,000 of the Corporate Defendant's obligations to ATB Financial (the "**Bit Guarantee**", and together with the Mitchell Guarantee, the "**Guarantees**").

11. The Corporate Defendant GSA, the Guarantor GSAs, and the Guarantees are collectively referred to hereinafter as the “**Security**”.
12. ATB Financial has perfected its security interests created by the Corporate Defendant GSA and the Guarantor GSAs by way of registration at the Alberta Personal Property Registry and the British Columbia Personal Property Registry.

**Default Under the Commitment Letter the Security and Demands for Payment**

13. The Corporate Defendant failed to comply with financial covenants and has failed to pay amounts owing on the dates required for payment under the terms of the Commitment Letter, all of which constituted a default pursuant to the Commitment Letter and the Corporate Defendant GSA.
14. On February 16, 2024, Krahn Engineering Ltd., KD Mechanical Consultants Ltd., KD Electrical Consultants Ltd., KG Interior Design Ltd., KM Civil Consultants Ltd., and Krahn & Associates Engineering (1996) Ltd. (collectively, the “**BC Plaintiffs**”) commenced a Court Action against the Corporate Defendant in the Supreme Court of British Columbia (the “**BC Court Action**”).
15. The BC Plaintiffs filed a Pre-Judgment Garnishment Order in the BC Court Action for the Corporate Defendant’s accounts with ATB Financial.
16. The Corporate Defendant thereafter ceased its operations and, to the best of ATB Financial’s knowledge, the Corporate Defendant transferred all or substantially all of its assets, including its accounts receivable, to a new entity, ARC Studio Architecture Ltd.
17. The Corporate Defendant’s conduct constitutes a default pursuant to the terms of the Commitment Letter as there has been a material adverse effect on the financial condition of the Corporate Defendant and the Corporate Defendant’s ability to repay amounts owing under the Commitment Letter.
18. On December 12, 2024, ATB Financial issued a demand letter to the Corporate Defendant for payment of the Outstanding Indebtedness (as defined below), plus any interest accruing thereafter, legal and professional fees, costs, charges, disbursements, and expenses, along with a notice of intention to enforce on the Security pursuant to section 244 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**Corporate Defendant Demand**”).

19. Also, on December 12, 2024, ATB Financial issued demand letters to each of the Guarantor Defendants for payment of the Outstanding Indebtedness (as defined below), plus any interest accruing thereafter, legal and professional fees, costs, charges, disbursements, and expenses (collectively, the “**Guarantor Demands**”, collectively with the Corporate Defendant Demand, the “**Demands**”).
20. The Demands confirmed that the Defendants had committed acts of default under the terms of the Commitment Letter and the Security by failing to comply with financial covenants and failing to make payments on the dates required.

#### **The Outstanding Indebtedness**

21. As of December 12, 2024, the following amounts are outstanding on the Credit Facilities, exclusive of legal and professional fees, costs, charges, disbursements, and expenses incurred by ATB Financial prior to December 12, 2024:

<b>Facility</b>	<b>Amount in CAD\$</b>
<b>The Business Term Loan</b>	
Principal	\$199,996.00
Interest	\$522.73
<b>Total</b>	<b>\$200,518.73</b>
Per Diem Interest	\$40.82
<b>The Commercial Term Loan</b>	
Principal	\$448,206.82
Interest	\$13,713.90
<b>Total</b>	<b>\$461,920.72</b>
Per Diem Interest	\$91.48
<b>The Operating Loan</b>	
Principal	\$500,000.00
Interest	\$1,142.44
<b>Total</b>	<b>\$501,142.44</b>
Per Diem Interest	\$88.36
<b>The Mastercard</b>	
Total	\$22,316.08
<b>Overall Total</b>	<b>\$1,185,897.97</b>

22. As of December 12, 2024, the total indebtedness owing by the Defendants to ATB Financial pursuant to the Commitment Letter and the Security is \$1,185,897.97, with interest accruing thereafter at the rates set out in the Commitment Letter, plus all legal and other costs and

expenses incurred by ATB Financial in respect of the Commitment Letter and the Security on a solicitor and own client (full-indemnity) basis (collectively, the "**Outstanding Indebtedness**").

23. The Defendants have failed, refused, or otherwise neglected to pay the Outstanding Indebtedness, or any part thereof, to ATB Financial, and the full amount of the Outstanding Indebtedness remains justly due and owing.
24. The Defendants are in default of their obligations under the terms of the Commitment Letter and the Security, which defaults include, but are not limited to:
  - a. failing to abide by financial covenants;
  - b. failing to pay the Outstanding Indebtedness upon ATB Financial's demand;
  - c. generally failing to pay their debts as such debts become due; and
  - d. such other events of default as may be proven at trial.
25. The Security creates a charge on the assets of the Borrowers in favour of ATB Financial and provides for the appointment of a Receiver over such assets.
26. The Defendants have no defence to the claims made against them by ATB Financial and the only real issue as between ATB Financial and the Defendants is the amount to be awarded.

#### **Causes of Action**

27. The Outstanding Indebtedness is a true and just debt owing from the Defendants to ATB Financial, the Defendants have failed, refused, or otherwise neglected to pay the Outstanding Indebtedness to ATB Financial, and the full amount of the Outstanding Indebtedness remains justly due and owing.
28. Despite repeated demands by ATB Financial, in breach of the Commitment Letter and the Security, the Defendants have failed to provide payment for the Outstanding Indebtedness, or any part thereof (collectively, the "**Defendants' Breaches**").
29. As a direct result of the Defendants' Breaches, ATB Financial has suffered significant damages and loss. The Defendants are liable for the damages incurred by ATB Financial resulting from the Defendants' Breaches of the Commitment Letter and the Security.

30. Further, and in the alternative, the Defendants have been unjustly enriched in the amount of the Outstanding Indebtedness, ATB Financial has suffered a corresponding deprivation in the amount of the Outstanding Indebtedness, and there is no juristic reason for the Defendants' enrichment or ATB Financial's corresponding deprivation.

**Remedies Sought:**

31. As a result of the foregoing, ATB Financial seeks the following relief against the Defendants:

- a. Judgment against the Defendants, jointly and severally, in the amount of \$1,185,897.97, or such further and other amounts as may be proven at the trial of this action, together with interest thereon from December 12, 2024 pursuant to the terms of the Commitment Letter until Judgment is granted in this Action pursuant to the terms of the Commitment Letter, or such other interest rate as may be proven at trial, and costs and fees in accordance with the terms of the Commitment Letter;
- b. in the alternative, damages or restitution against the Defendants in the amount of \$1,185,897.97, December 12, 2024 pursuant to the terms of the Commitment Letter;
- c. a declaration that the Defendants are in default of payment of the Outstanding Indebtedness pursuant to the Commitment Letter and the Security, and that default has been made under the Commitment Letter and the Security;
- d. a declaration that, pursuant to the terms of the Corporate Defendant GSA and the Guarantor GSAs:
  - i. the principal, interest and other monies thereby secured have become due and payable;
  - ii. the security constituted thereby has become enforceable; and
  - iii. the charges created thereby have become specifically charged against the assets of the Defendants thereby charged but not already specifically charged;
- e. an Order for the appointment of a Receiver over all of the undertakings, property, and assets of the Defendants;
- f. costs of this action on a solicitor and own client (full-indemnity) basis; and

g. such further and other relief as this Honourable Court may deem just and appropriate.

**NOTICE TO THE DEFENDANT(S)**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a Statement of defence or demand for notice in the office of the clerk of the Court of King's Bench at Edmonton, Alberta AND serving your statement of defence or a demand for notice on the plaintiff's address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give judgment to the plaintiff against you.