



Court File No.  
Vancouver Registry

H-210155

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

PETITIONER

AND:

WESTRIDGE MECHANICAL LTD.  
KEITH RICHARD WHITE  
VINCENT GRAHAM WHITE  
MNP LTD.

RESPONDENTS

**AFFIDAVIT**

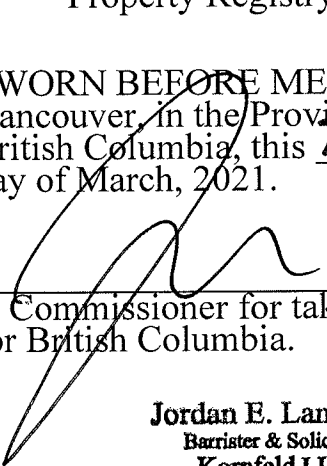
I, DOUGLAS B. HYNDMAN, Barrister and Solicitor, of 1100 One Bentall Centre, 505 Burrard Street, in the City of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Partner with the law firm of Kornfeld LLP, the solicitor for Business Development Bank of Canada, the Petitioner herein, and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where stated to be upon information and belief and where so stated I verily believe them to be true.
2. I am authorized by the Petitioner to make this Affidavit.

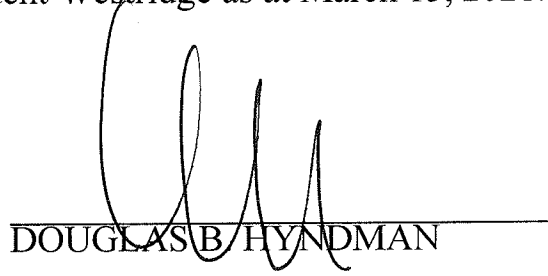
3. I have read the Petition herein and the facts stated in paragraphs 10 to 13 and 17 and 18 thereof are true.
4. Attached as **Exhibit "A"** to this my Affidavit is a true copy of a title search print of the property which is the subject of this proceeding, which was obtained online from the Land Title Office on March 15, 2021.
5. Attached as **Exhibit "B"** to this my Affidavit is a true copy of the demand letter on behalf of the Petitioner to the Respondent, Westridge Mechanical Ltd. ("**Westridge**"), dated February 25, 2021, together with enclosure, in respect of the Loan, as defined in the Petition, made by the Petitioner to the Respondent Westridge.
6. Attached as **Exhibits "C"** and **"D"**, respectively, to this my Affidavit are true copies of the demand letters on behalf of the Petitioner to the Respondents, Keith Richard White and Vincent Graham White, dated February 25, 2021 in respect of the Loan made by the Petitioner to the Respondent Westridge.
7. Attached as **Exhibit "E"** to this my Affidavit is a true copy of a Personal Property Registry search of the Respondent Westridge as at March 15, 2021.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 22nd day of March, 2021.

A Commissioner for taking Affidavits for British Columbia.



**Jordan E. Langlois**  
 Barrister & Solicitor  
 Kornfeld LLP  
 1100 - 505 Burrard Street  
 Vancouver, B.C. V7X 1M5  
 Telephone: (604) 331-8315



DOUGLAS B HYNDMAN

**TITLE SEARCH PRINT**

File Reference: BDC001WES211  
Declared Value \$439900

2021-03-15, 09:34:54  
Requestor: Sandra Riley

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Title Issued Under** STRATA PROPERTY ACT (Section 249)

**Land Title District** NEW WESTMINSTER  
Land Title Office NEW WESTMINSTER

**Title Number** CA7606526  
From Title Number CA3366791

This is Exhibit "A" referred to in the Affidavit of Douglas B. Hyndman sworn before me this 22nd day of March 2021

**Application Received** 2019-07-05

A Commissioner for taking Affidavits within British Columbia

**Application Entered** 2019-07-09

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: WESTRIDGE MECHANICAL LTD., INC.NO. BC1030555  
203-22471 LOUGHEED HIGHWAY  
MAPLE RIDGE, BC  
V2X 2T8

**Jordan E. Langlois**  
Barrister & Solicitor  
Kornfeld LLP  
1100 - 505 Burrard Street  
Vancouver, B.C. V7X 1M5  
Telephone: (604) 331-8315

**Taxation Authority** Mission, District of

**Description of Land**  
Parcel Identifier: 027-862-551  
Legal Description:  
STRATA LOT 3 SECTION 19 TOWNSHIP 17 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS3384  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**  
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB643829 EXPIRES 2010.03/17

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BT4222

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BX427906

**TITLE SEARCH PRINT**

File Reference: BDC001WES211  
Declared Value \$439900

2021-03-15, 09:34:54  
Requestor: Sandra Riley

**Charges, Liens and Interests**

Nature: COVENANT  
Registration Number: BJ179821  
Registration Date and Time: 1995-06-20 13:12  
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
Remarks: INTER ALIA  
S.215 L.T.A.

Nature: COVENANT  
Registration Number: BX407015  
Registration Date and Time: 2005-01-27 11:22  
Registered Owner: DISTRICT OF MISSION  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: BX407068  
Registration Date and Time: 2005-01-27 11:28  
Registered Owner: DISTRICT OF MISSION  
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BX524578  
Registration Date and Time: 2005-04-15 14:53  
Registered Owner: FORTISBC ENERGY INC.  
INCORPORATION NO. 0778288  
Transfer Number: CA2365787  
Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
Registration Number: BX237120  
Registration Date and Time: 2005-05-25 13:42  
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BX73923  
Registration Date and Time: 2005-12-14 10:54  
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BX73924  
Registration Date and Time: 2005-12-14 10:54  
Registered Owner: TELUS COMMUNICATIONS INC.  
INCORPORATION NO. A55547  
Remarks: INTER ALIA

**TITLE SEARCH PRINT**

2021-03-15, 09:34:54  
Requestor: Sandra Riley

File Reference: BDC001WES211  
Declared Value \$439900

Nature: COVENANT  
Registration Number: BB940390  
Registration Date and Time: 2009-05-15 11:55  
Registered Owner: DISTRICT OF MISSION  
Remarks: INTER ALIA

Nature: MORTGAGE  
Registration Number: CA7606567  
Registration Date and Time: 2019-07-05 15:13  
Registered Owner: BUSINESS DEVELOPMENT BANK OF CANADA

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA7606568  
Registration Date and Time: 2019-07-05 15:13  
Registered Owner: BUSINESS DEVELOPMENT BANK OF CANADA

Nature: CAVEAT  
Registration Number: CA8790492  
Registration Date and Time: 2021-02-23 11:43  
Registered Owner: MNP LTD.  
INCORPORATION NO. N/A

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**KORNFELD LLP**  
LAWYERS

1100 ONE BENTALL CENTRE T: 604.331.8300  
505 BURRARD STREET, BOX 11 F: 604.683.0570  
VANCOUVER, B.C., CANADA V7X 1M5 WWW.KORNFELDLLP.COM

Douglas B. Hyndman  
dhyndman@kornfeldllp.com d: 604-331-8303

File No.: BDC001/WES211

February 25, 2021

Westridge Mechanical Ltd.  
203 – 22471 Lougheed Highway  
Maple Ridge, BC V2X 2T8

Dear Sirs:

**Re: Business Development Bank of Canada (the "Lender")  
Loan No. 166109-02  
secured by a mortgage and assignment of rents in favour of Westridge Mechanical Ltd.  
registered in the Land Title Office under Nos. CA7606567 and CA7606568, respectively  
(collectively, the "Mortgage")**

We are the solicitors for the Lender with respect to the above matter.

We are advised by our client that Westridge Mechanical Ltd. is indebted to the Lender as at February 18, 2021, as follows:

	<i>Loan - 02</i>
Principal:	\$637,400.00
Interest up to and including February 18, 2021:	\$1,493.09
<b>Total:</b>	<b>\$638,893.09</b>
Current per diem (subject to change)	\$82.94
Current interest rate: - floating base (currently 4.55%) + 0.20%	4.75%

(the "Indebtedness").

The Indebtedness is secured by, among other things, the Mortgage and the GSA.

We are advised by our client that the Mortgage is currently in default.

The Mortgage provides that legal fees and disbursements incurred in collection under the Mortgage, which are currently estimated at \$2,500.00, and other costs incidental to the Mortgage are to be borne by you.

On behalf of the Lender we hereby demand that you forward the full amount of the Indebtedness and costs as set out above, to and including the date of payment at the *per diem* rate set out above (plus any other amounts secured by and payable under the Mortgage, subject to the calculation and compounding provisions of the Mortgage and other agreements with the Lender) by certified cheque or money order made payable to Kornfeld LLP in trust, to be received at our office within 10 days of the date of this letter.

This is Exhibit **B** referred to in the  
Affidavit of Douglas B. Hyndman  
sworn before me this 22nd day of  
March 2021  
A Commissioner for taking Affidavits  
within British Columbia

5

**KORNFELD LLP**

Page 2

Please note that in default of payment of the said amount within the time and in the manner aforesaid, we are instructed to commence legal proceedings against you without further notice. These proceedings may include foreclosure of the Mortgage and such steps as may be required to enforce the GSA and the Lender's assignment of rents, either through the appointment of a receiver or otherwise. Any payment made after that date must include our client's costs incurred in proceeding against you to the date of payment.

We enclose for service upon you a Notice of Intention to Enforce Security issued pursuant to Subsection 244(1) of the *Bankruptcy and Insolvency Act* of Canada.

We trust you will govern yourselves accordingly.

Yours truly,

**KORNFELD LLP**

Per:

  
Douglas B. Hyndman

DBH:slr  
Enclosure

cc: MNP

cc: Keith Richard White  
cc: Vincent Graham White

E. & O.E.

**NOTICE OF INTENTION TO ENFORCE SECURITY**

*(Subsection 244(1))*

To: Westridge Mechanical Ltd.  
203 – 22471 Lougheed Highway  
Maple Ridge, BC V2X 2T8

(the “Debtor”)

**TAKE NOTICE THAT:**

1. Business Development Bank of Canada (collectively, the “Secured Party”) intends to enforce its security on all of the Debtor’s personal and real property and any interest therein.
2. The security that is to be enforced is in the form of:
  - (a) a Letter of Offer dated June 12, 2020;
  - (b) a Mortgage and Assignment of Rents dated July 4, 2019 and registered in the New Westminister Land Title Office on July 5, 2019, as instrument numbers CA7606567 and CA7606568;
  - (c) a General Security Agreement dated July 4, 2019; and
  - (d) a Guarantee dated August 18, 2020;

(collectively, the “Security”).

3. The total amount of principal, interest, fees and charges now due and owing and secured by the Security as at February 18, 2021 is as follows:

	<i>Loan No. 166109-02</i>
Total as at February 18, 2021:	\$638,893.09
Current per diem (subject to change)	\$82.94
Current interest rate: floating base + 0.20%	4.75%*

\*based on the current floating base rate of 4.55%

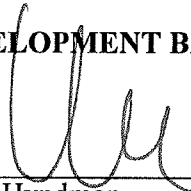
Legal costs are also accruing in relation to the indebtedness and are secured by the Security.



- 4. The Secured Party will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated this 25 day of February, 2021.

**BUSINESS DEVELOPMENT BANK OF CANADA**

Per:   
 \_\_\_\_\_  
 Douglas B. Hyndman,  
 Lawyer for the Secured Party

**CONSENT AND WAIVER**

THE UNDERSIGNED hereby consents to the immediate enforcement of the Security by Business Development Bank of Canada and hereby waives the 10 day notice period set out in section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.

Dated at \_\_\_\_\_, British Columbia on \_\_\_\_\_, 2021.

**WESTRIDGE MECHANICAL LTD.**

\_\_\_\_\_  
 Authorized Signatory

Extract from the *Bankruptcy and Insolvency Act*

Section 244. Advance Notice

- (1) A secured creditor who intends to enforce a security on all or substantially all of
  - (a) the inventory,
  - (b) the accounts receivable, or
  - (c) the other propertyof an insolvent person that was acquired for, or is used in relation to a business carried on by the insolvent person shall send to that insolvent person, in the prescribed form and manner, a notice of that intention.
- (2) Period of Notice. – Where a notice is required to be sent under subsection (1), the secured creditor shall not enforce the security in respect of which the notice is required until the expiry of ten days after sending that notice, unless the insolvent person consents to an earlier enforcement of the security.
- (2.1) No advance consent. – [For the] purposes of subsection (2), consent to earlier enforcement of a security may not be obtained by a secured creditor prior to the sending of the notice referred to in subsection (1).
- (3) Exception. – This section does not apply, or ceases to apply in respect of a secured creditor
  - (a) whose right to realize or otherwise deal with his security is protected by subsection 69.1(5) or (6); or
  - (b) in respect of whom a stay under sections 69 to 69.2 has been lifted pursuant to Section 69.4.
- (4) Idem. – This Section does not apply where there is a receiver in respect of the insolvent person.



1100 ONE BENTALL CENTRE T: 604.331.8300  
505 BURHARD STREET, BOX 11 F: 604.683.0570  
VANCOUVER, B.C., CANADA V7X 1M5 WWW.KORNFELDLLP.COM

Douglas B. Hyndman  
dhyndman@kornfeldllp.com d: 604-331-8303

File No. BDC001/WES211

February 25, 2021

Keith Richard White  
32751 Unger Court  
Mission, BC V4S 0B9

Dear Sir:

**Re: Business Development Bank of Canada (the "Lender")  
Loan No. 166109-02 (the "Loan") to Westridge Mechanical Ltd. (the "Borrower")**

We are the solicitors for the Lender. We enclose for your information a copy of our demand letter of today's date to the Borrower, together with enclosure, which you will find self-explanatory.

By Guarantee in writing, you have guaranteed payment to the Lender of the Loan, as follows:

	<b>Loan - 02</b>
Guarantee detail:	100% of the Outstanding Balance on the date of demand
<b>Guarantee Amount Now Due:</b>	<b>\$638,893.09</b>
Daily interest on the Guarantee Amount:	\$82.94

(the "Guaranteed Indebtedness").

Daily interest is required up to and including the date of payment. Interest is compounded monthly and the daily interest amount will increase as a result.

On behalf of the Lender, we hereby demand payment by you immediately of the full amount of the Guaranteed Indebtedness plus the Lender's legal expenses to date in the amount of \$2,500.00 by certified cheque or bank draft made payable to Kornfeld LLP, in trust. If we are not in receipt of your payment forthwith by certified cheque or bank draft in the appropriate amount within ten (10) days from the date of this letter, we have been instructed to immediately commence legal proceedings without further notice to you.

We trust you will govern yourself accordingly.

Yours very truly,

**KORNFELD LLP**

Per:

Douglas B. Hyndman

DBH:slr  
Enclosure  
cc: 32952 Unger Court, Mission, BC V4S 0B9  
E. & O.E.

This is Exhibit <sup>C</sup> referred to in the Affidavit of Douglas B. Hyndman sworn before me this 22<sup>nd</sup> day of

March 20, 21  
A Commissioner for taking Affidavits within British Columbia



1100 ONE BENTALL CENTRE T: 604.331.8300  
505 BURRAHD STREET, BOX 11 F: 604.683.0570  
VANCOUVER, B.C., CANADA V7X 1M5 WWW.KORNFELDLLP.COM

Douglas B. Hyndman  
dhyndman@kornfeldllp.com d: 604-331-8303

File No.: BDC001/WES211

February 25, 2021

Westridge Mechanical Ltd.  
203 – 22471 Lougheed Highway  
Maple Ridge, BC V2X 2T8

Dear Sirs:

**Re: Business Development Bank of Canada (the "Lender")  
Loan No. 166109-02  
secured by a mortgage and assignment of rents in favour of Westridge Mechanical Ltd.  
registered in the Land Title Office under Nos. CA7606567 and CA7606568, respectively  
(collectively, the "Mortgage")**

We are the solicitors for the Lender with respect to the above matter.

We are advised by our client that Westridge Mechanical Ltd. is indebted to the Lender as at February 18, 2021, as follows:

	<b>Loan - 02</b>
Principal:	\$637,400.00
Interest up to and including February 18, 2021:	\$1,493.09
<b>Total:</b>	<b>\$638,893.09</b>
Current per diem (subject to change)	\$82.94
Current interest rate: - floating base (currently 4.55%) + 0.20%	4.75%

(the "Indebtedness").

The Indebtedness is secured by, among other things, the Mortgage and the GSA.

We are advised by our client that the Mortgage is currently in default.

The Mortgage provides that legal fees and disbursements incurred in collection under the Mortgage, which are currently estimated at \$2,500.00, and other costs incidental to the Mortgage are to be borne by you.

On behalf of the Lender we hereby demand that you forward the full amount of the Indebtedness and costs as set out above, to and including the date of payment at the *per diem* rate set out above (plus any other amounts secured by and payable under the Mortgage, subject to the calculation and compounding provisions of the Mortgage and other agreements with the Lender) by certified cheque or money order made payable to Kornfeld LLP in trust, to be received at our office within 10 days of the date of this letter.

**KORNFELD LLP**

Page 2

Please note that in default of payment of the said amount within the time and in the manner aforesaid, we are instructed to commence legal proceedings against you without further notice. These proceedings may include foreclosure of the Mortgage and such steps as may be required to enforce the GSA and the Lender's assignment of rents, either through the appointment of a receiver or otherwise. Any payment made after that date must include our client's costs incurred in proceeding against you to the date of payment.

We enclose for service upon you a Notice of Intention to Enforce Security issued pursuant to Subsection 244(1) of the *Bankruptcy and Insolvency Act* of Canada.

We trust you will govern yourselves accordingly.

Yours truly,

**KORNFELD LLP**

Per:

  
Douglas B. Hyndman

DBH:slr  
Enclosure

cc: MNP

✓ cc: Keith Richard White  
cc: Vincent Graham White

E. & O.E.

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*(Subsection 244(1))*

To: Westridge Mechanical Ltd.  
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  - (d) a Guarantee dated August 18, 2020;
 (collectively, the “Security”).
3. The total amount of principal, interest, fees and charges now due and owing and secured by the Security as at February 18, 2021 is as follows:

	<i>Loan No. 166109-02</i>
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\*based on the current floating base rate of 4.55%

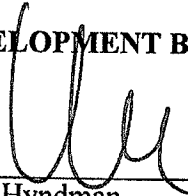
Legal costs are also accruing in relation to the indebtedness and are secured by the Security.

- 4. The Secured Party will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated this 25 day of February, 2021.

**BUSINESS DEVELOPMENT BANK OF CANADA**

Per:

  
 \_\_\_\_\_  
 Douglas B. Hyndman,  
 Lawyer for the Secured Party

**CONSENT AND WAIVER**

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Dated at \_\_\_\_\_, British Columbia on \_\_\_\_\_, 2021.

**WESTRIDGE MECHANICAL LTD.**

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of an insolvent person that was acquired for, or is used in relation to a business carried on by the insolvent person shall send to that insolvent person, in the prescribed form and manner, a notice of that intention.

- (2) **Period of Notice.** – Where a notice is required to be sent under subsection (1), the secured creditor shall not enforce the security in respect of which the notice is required until the expiry of ten days after sending that notice, unless the insolvent person consents to an earlier enforcement of the security.
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- (3) **Exception.** – This section does not apply, or ceases to apply in respect of a secured creditor
  - (a) whose right to realize or otherwise deal with his security is protected by subsection 69.1(5) or (6); or
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15

**KORNFELD LLP**  
LAWYERS

1100 ONE BENTALL CENTRE T: 604.331.8300  
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VANCOUVER, B.C., CANADA V7X 1M5 WWW.KORNFELDLLP.COM

Douglas B. Hyndman  
dhyndman@kornfeldllp.com d: 604-331-8303

File No. BDC001/WES211

February 25, 2021

Vincent Graham White  
33145 Benedict Blvd.  
Mission, BC V2V 0H1

Dear Sir:

**Re: Business Development Bank of Canada (the "Lender")  
Loan No. 166109-02 (the "Loan") to Westridge Mechanical Ltd. (the "Borrower")**

We are the solicitors for the Lender. We enclose for your information a copy of our demand letter of today's date to the Borrower, together with enclosure, which you will find self-explanatory.

By Guarantee in writing, you have guaranteed payment to the Lender of the Loan, as follows:

	<i>Loan - 02</i>
Guarantee detail:	100% of the Outstanding Balance on the date of demand
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(the "Guaranteed Indebtedness").

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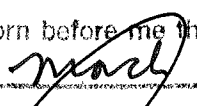
Yours very truly,

**KORNFELD LLP**

Per:

  
Douglas B. Hyndman

DBH:slr  
Enclosure  
cc: 3 - 7252 River Place, Mission, BC V4S 0A2  
E. & O.E.

This is Exhibit "D" referred to in the  
Affidavit of Douglas B. Hyndman  
sworn before me this 22nd day of  
March 2021  
  
A Commissioner for taking Affidavits  
within British Columbia

**KORNFELD LLP**  
LAWYERS

1100 ONE BENTALL CENTRE T: 604.331.8300  
505 BURNARD STREET, BOX 11 F: 604.683.0570  
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Douglas B. Hyndman  
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February 25, 2021

Westridge Mechanical Ltd.  
203 – 22471 Lougheed Highway  
Maple Ridge, BC V2X 2T8

COPY

Dear Sirs:

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We are the solicitors for the Lender with respect to the above matter.

We are advised by our client that Westridge Mechanical Ltd. is indebted to the Lender as at February 18, 2021, as follows:

	<b>Loan - 02</b>
Principal:	\$637,400.00
Interest up to and including February 18, 2021:	\$1,493.09
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We are advised by our client that the Mortgage is currently in default.

The Mortgage provides that legal fees and disbursements incurred in collection under the Mortgage, which are currently estimated at \$2,500.00, and other costs incidental to the Mortgage are to be borne by you.

On behalf of the Lender we hereby demand that you forward the full amount of the Indebtedness and costs as set out above, to and including the date of payment at the *per diem* rate set out above (plus any other amounts secured by and payable under the Mortgage, subject to the calculation and compounding provisions of the Mortgage and other agreements with the Lender) by certified cheque or money order made payable to Kornfeld LLP in trust, to be received at our office within 10 days of the date of this letter.

**KORNFELD LLP**

Page 2

Please note that in default of payment of the said amount within the time and in the manner aforesaid, we are instructed to commence legal proceedings against you without further notice. These proceedings may include foreclosure of the Mortgage and such steps as may be required to enforce the GSA and the Lender's assignment of rents, either through the appointment of a receiver or otherwise. Any payment made after that date must include our client's costs incurred in proceeding against you to the date of payment.

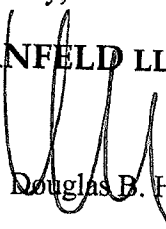
We enclose for service upon you a Notice of Intention to Enforce Security issued pursuant to Subsection 244(1) of the *Bankruptcy and Insolvency Act* of Canada.

We trust you will govern yourselves accordingly.

Yours truly,

**KORNFELD LLP**

Per:

  
Douglas B. Hyndman

DBH:slr  
Enclosure

cc: MNP

cc: Keith Richard White

cc: Vincent Graham White

E. & O.E.

# NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1))

To: Westridge Mechanical Ltd.  
203 – 22471 Lougheed Highway  
Maple Ridge, BC V2X 2T8

(the “Debtor”)

## TAKE NOTICE THAT:

1. Business Development Bank of Canada (collectively, the “Secured Party”) intends to enforce its security on all of the Debtor’s personal and real property and any interest therein.
2. The security that is to be enforced is in the form of:
  - (a) a Letter of Offer dated June 12, 2020;
  - (b) a Mortgage and Assignment of Rents dated July 4, 2019 and registered in the New Westminster Land Title Office on July 5, 2019, as instrument numbers CA7606567 and CA7606568;
  - (c) a General Security Agreement dated July 4, 2019; and
  - (d) a Guarantee dated August 18, 2020;
 (collectively, the “Security”).
3. The total amount of principal, interest, fees and charges now due and owing and secured by the Security as at February 18, 2021 is as follows:

	<i>Loan No. 166109-02</i>
Total as at February 18, 2021:	\$638,893.09
Current per diem (subject to change)	\$82.94
Current interest rate: floating base + 0.20%	4.75%*

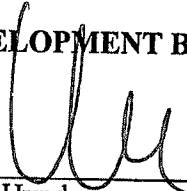
\*based on the current floating base rate of 4.55%

Legal costs are also accruing in relation to the indebtedness and are secured by the Security.

- 4. The Secured Party will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated this 25 day of February, 2021.

**BUSINESS DEVELOPMENT BANK OF CANADA**

Per:   
 \_\_\_\_\_  
 Douglas B. Hyndman,  
 Lawyer for the Secured Party

**CONSENT AND WAIVER**

THE UNDERSIGNED hereby consents to the immediate enforcement of the Security by Business Development Bank of Canada and hereby waives the 10 day notice period set out in section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.

Dated at \_\_\_\_\_, British Columbia on \_\_\_\_\_, 2021.

**WESTRIDGE MECHANICAL LTD.**

\_\_\_\_\_  
 Authorized Signatory

Extract from the *Bankruptcy and Insolvency Act*

Section 244. Advance Notice

- (1) A secured creditor who intends to enforce a security on all or substantially all of
  - (a) the inventory,
  - (b) the accounts receivable, or
  - (c) the other propertyof an insolvent person that was acquired for, or is used in relation to a business carried on by the insolvent person shall send to that insolvent person, in the prescribed form and manner, a notice of that intention.
- (2) **Period of Notice.** – Where a notice is required to be sent under subsection (1), the secured creditor shall not enforce the security in respect of which the notice is required until the expiry of ten days after sending that notice, unless the insolvent person consents to an earlier enforcement of the security.
- (2.1) **No advance consent.** – [For the] purposes of subsection (2), consent to earlier enforcement of a security may not be obtained by a secured creditor prior to the sending of the notice referred to in subsection (1).
- (3) **Exception.** – This section does not apply, or ceases to apply in respect of a secured creditor
  - (a) whose right to realize or otherwise deal with his security is protected by subsection 69.1(5) or (6); or
  - (b) in respect of whom a stay under sections 69 to 69.2 has been lifted pursuant to Section 69.4.
- (4) **Idem.** – This Section does not apply where there is a receiver in respect of the insolvent person.

BC OnLine: PPRS SEARCH RESULT 2021/03/15  
Lterm: XPSP0050 For: PE95168 KORNFEELD LLP 09:44:17

Attn./Ref. No.: BDC001WES211

Index: BUSINESS DEBTOR

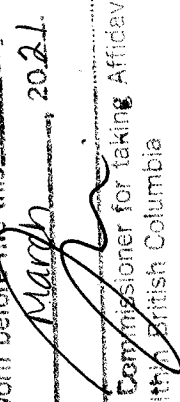
Search Criteria: WESTRIDGE MECHANICAL

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: OCT 15, 2014 Reg. Length: 5 YEARS  
Reg. Time: 14:36:31 Expiry Date: OCT 15, 2024  
Base Reg. #: 234418I Control #: D2704307

\*\*\* Expiry date includes subsequent registered renewal(s).  
Block#

- S0001 Secured Party: THE TORONTO-DOMINION BANK - 92080  
32555 LONDON AVE UNIT 140  
MISSION BC V2V 6M7
- =D0001 Base Debtor: WESTRIDGE MECHANICAL  
(Business) 32952 DEWDNEY TRUNK RD  
MISSION BC V2V 6X6
- D0002 Ind. Debtor: WHITE KEITH R  
32952 DEWDNEY TRUNK RD Birthdate: 60OCT15  
MISSION BC V2V 6X6
- D0003 Ind. Debtor: WHITE VINCENT GRAHAM  
2233 MCKENZIE RD Birthdate: 89AUG03  
ABBOTSFORD BC V2S 4A1

This is Exhibit "E" referred to in the  
 Affidavit of Douglas B. Hyndman  
 sworn before me this 22nd day of  
March, 2021.  
  
 A Commissioner for taking Affidavits  
 within British Columbia

General Collateral:  
ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF

Registering  
Party: THE TORONTO-DOMINION BANK - 92080  
32555 LONDON AVE UNIT 140  
MISSION BC V2V 6M7

----- R E N E W A L -----

Reg. #: 711564L Reg. Date: AUG 20, 2019  
Reg. Life: 5 YEARS Reg. Time: 09:21:22  
Control #: D6253539  
Base Reg. Type: PPSA SECURITY AGREEMENT  
Base Reg. #: 234418I Base Reg. Date: OCT 15, 2014

Registering  
Party: D & H LIMITED PARTNERSHIP  
4126 NORLAND AVENUE, SUITE 201  
BURNABY BC V5G 3S8

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

\*\*\* DISCHARGED \*\*\*

Reg. Date: JUL 19, 2017 Reg. Length: 5 YEARS
Reg. Time: 16:21:06 Expiry Date: JUL 19, 2022
Base Reg. #: 151404K Control #: D4663762

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: CHILLIWACK FORD
45681 YALE ROAD
CHILLIWACK BC V2P 2N1

=D0001 Base Debtor: WESTRIDGE MECHANICAL LTD
(Business) #3-7252 RIVER PLACE
MISSION BC V4S 0A2

Vehicle Collateral:

Table with 6 columns: Type, Serial #, Year, Make/Model, MH Reg.#. Row 1: V0001, MV, 1FTEX1C84HFC47832, 2017, FORD F150 XLT

Registering

Party: CHILLIWACK FORD
45681 YALE ROAD
CHILLIWACK BC V2P 2N1

----- T O T A L D I S C H A R G E -----

Reg. #: 787509M Reg. Date: FEB 23, 2021
Reg. Time: 14:52:15
Control #: D7347759

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 151404K Base Reg. Date: JUL 19, 2017

Registering

Party: CHILLIWACK FORD
45681 YALE ROAD
CHILLIWACK BC V2P 2N1

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

\*\*\* DISCHARGED \*\*\*

Reg. Date: NOV 07, 2018 Reg. Length: 5 YEARS
Reg. Time: 17:20:34 Expiry Date: NOV 07, 2023
Base Reg. #: 140959L Control #: D5672120

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: CHILLIWACK FORD
45681 YALE ROAD
CHILLIWACK BC V2P 2N1

=D0001 Base Debtor: WESTRIDGE MECHANICAL LTD.
(Business) #3- 7252 RIVER PLACE
MISSION BC V4S 0A2



Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001 MV	1FTEX1CB4JKF18719	2018	FORD F150	

Registering

Party: CHILLIWACK FORD  
 45681 YALE ROAD  
 CHILLIWACK BC V2P 2N1

----- T O T A L D I S C H A R G E -----

Reg. #: 787494M                      Reg. Date: FEB 23, 2021  
 Reg. Time: 14:48:53  
 Control #: D7347744

Base Reg. Type: PPSA SECURITY AGREEMENT  
 Base Reg. #: 140959L              Base Reg. Date: NOV 07, 2018

Registering

Party: CHILLIWACK FORD  
 45681 YALE ROAD  
 CHILLIWACK BC V2P 2N1

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JUL 05, 2019              Reg. Length: 25 YEARS  
 Reg. Time: 12:16:55              Expiry Date: JUL 05, 2051  
 Base Reg. #: 617337L              Control #: D6156832

\*\*\* Expiry date includes subsequent registered renewal(s).

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: BUSINESS DEVELOPMENT BANK OF CANADA  
 SUITE 100, 32555 SIMON AVENUE  
 ABBOTSFORD BC V2T 4Y2

=D0001 Base Debtor: WESTRIDGE MECHANICAL LTD.  
 (Business) 32952 UNGER COURT  
 MISSION BC V4S 0B9

General Collateral:

ALL THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND  
 ALL PROCEEDS THEREOF, TOGETHER WITH AN UNCRYSTALLIZED FLOATING CHARGE  
 ON LAND.

Registering

Party: WATERSTONE LAW GROUP LLP  
 202 - 32625 SOUTH FRASER WAY  
 ABBOTSFORD BC V2T 1X8

Search Criteria: WESTRIDGE MECHANICAL

Page: 4

----- R E N E W A L -----

Reg. #: 617361L Reg. Date: JUL 05, 2019  
Reg. Life: 6 YEARS Reg. Time: 12:19:57  
Control #: D6157627  
Base Reg. Type: PPSA SECURITY AGREEMENT  
Base Reg. #: 617337L Base Reg. Date: JUL 05, 2019

Registering  
Party: BUSINESS DEVELOPMENT BANK OF CANADA  
SUITE 100, 32555 SIMON AVENUE  
ABBOTSFORD BC V2T 4Y2

----- R E N E W A L -----

Reg. #: 415164M Reg. Date: AUG 20, 2020  
Reg. Life: 1 YEAR Reg. Time: 09:56:11  
Control #: D6969464  
Base Reg. Type: PPSA SECURITY AGREEMENT  
Base Reg. #: 617337L Base Reg. Date: JUL 05, 2019

Registering  
Party: WATERSTONE LAW GROUP LLP  
202 - 32625 SOUTH FRASER WAY  
ABBOTSFORD BC V2T 1X8

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: OCT 09, 2019 Reg. Length: 5 YEARS  
Reg. Time: 16:01:53 Expiry Date: OCT 09, 2024  
Base Reg. #: 821809L Control #: D6365741

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: CHILLIWACK FORD  
45681 YALE ROAD  
CHILLIWACK BC V2P 2N1

=D0001 Base Debtor: WESTRIDGE MECHANICAL LTD.  
(Business) 3-7252 RIVER PLACE  
MISSION BC V4S 0A2

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001	MV	1FT8W3BT2KEE38552	2019 FORD SUPER DUTY	

Registering  
Party: CHILLIWACK FORD  
45681 YALE ROAD  
CHILLIWACK BC V2P 2N1

Search Criteria: WESTRIDGE MECHANICAL

Page: 5

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JAN 03, 2020 Reg. Length: 5 YEARS  
Reg. Time: 11:15:43 Expiry Date: JAN 03, 2025  
Base Reg. #: 984262L Control #: D6531111

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: THE BANK OF NOVA SCOTIA  
4715 TAHOE BLVD  
MISSISSAUGA ON L4W 0B4

=D0001 Base Debtor: WESTRIDGE MECHANICAL LTD.  
(Business) 3 - 7252 RIVER PLACE  
MISSION BC V4S 0A2

General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Registering

Party: THE BANK OF NOVA SCOTIA  
4715 TAHOE BLVD  
MISSISSAUGA ON L4W 0B4

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JUL 13, 2020 Reg. Length: 4 YEARS  
Reg. Time: 13:52:22 Expiry Date: JUL 13, 2024  
Base Reg. #: 335138M Control #: D6888239

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: GM FINANCIAL CANADA LEASING LTD.  
2001 SHEPPARD AVE. STE 600  
TORONTO ON M2J 4Z8

=D0001 Base Debtor: WESTRIDGE MECHANICAL LTD.  
(Business) 3-7252 RIVER PLACE  
MISSION BC V4S 0A2

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1GYS4CKJ3LR239735 2020 CADILLAC ESCALADE AWD

Registering

Party: D + H LIMITED PARTNERSHIP  
2 ROBERT SPECK PARKWAY, 15TH F  
MISSISSAUGA ON L4Z 1H8



**IN THE SUPREME COURT OF BRITISH  
COLUMBIA**

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

PETITIONER

AND:

WESTRIDGE MECHANICAL LTD.  
KEITH RICHARD WHITE  
VINCENT GRAHAM WHITE  
MNP LTD.

RESPONDENTS

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**AFFIDAVIT**

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**KORNFELD LLP**

*Barristers & Solicitors*

1100 One Bentall Centre

505 Burrard Street

Box 11

Vancouver, British Columbia, Canada V7X 1M5

Telephone: (604) 331-8300

Fax: (604) 683-0570

D.B. Hyndman

File: BDC001/WES211

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