



IN THE SUPREME COURT OF BRITISH COLUMBIA

THE TORONTO-DOMINION BANK

PLAINTIFF

AND:

CENTRE CITY REAL ESTATE INC., IT'LL BE GOOD
HOLD CO INC. and ZACHARY DOUGLAS MILLS

DEFENDANTS

NOTICE OF APPLICATION
(Fee/Activity Approval & Receiver Discharge)

Name of applicant: MNP Ltd., as receiver (in such capacity, the "**Receiver**"), of the assets, undertaking and property of Centre City Real Estate Inc. ("**Centre City**") and It'll Be Good Hold Co Inc. ("**HoldCo**" and together with Centre City, the "**Debtors**")

On notice to: The Plaintiff
Zachary Douglas Mills
Her Majesty the Queen in Right of the Province of British Columbia (Ministry of the Attorney General)
Her Majesty the Queen in Right of Canada (Deputy Attorney General)
Real Estate Council of British Columbia

TAKE NOTICE that an application will be made by the Receiver to the presiding Judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on May 19, 2021, at 9:45AM, by telephone or Microsoft Teams (as the case may be), for the orders set out in Part 1 below.

PART 1: ORDERS SOUGHT

1. The Receiver seeks the following orders:
 - (a) an order substantially in the form attached hereto as **Schedule "A"** that, among other things:

- (i) approves the professional fees and accounts of the Receiver and those of its counsel, Borden Ladner Gervais LLP (“**BLG**”);
 - (ii) approves the activities of the Receiver as set out in the Receiver’s First and Final Report to Court dated May 3, 2021 (the “**Receiver’s Report**”);
 - (iii) authorizes and directs the Receiver to make the payments described in the Receiver’s Report, including without limitation, payment into court of the Trust Account Balance (as defined in the Receiver’s Report);
 - (iv) discharges the Receiver in these proceedings; and
- (b) such further and other orders, declarations, and directions as counsel may request and this Honourable Court deems to be just and convenient in the circumstances.

PART 2: FACTUAL BASIS

A. General Information

Background on Debtor

1. Centre City is a company existing under the laws of the Province of British Columbia, whose primary business was as a real estate services brokerage operating in and around Prince George, British Columbia.
2. HoldCo is a company existing under the laws of the Province of British Columbia that owns 100% of the issued and outstanding shares in the capital of Centre City. The primary business asset of HoldCo was its right, title and interest (as franchisee) in and to a franchise agreement with Re/Max of Western Canada (1998), LLC dated February 9, 2020 (the “**Franchise Agreement**”), pursuant to which the Debtors operated their real estate brokerage business.
3. The Plaintiff, Toronto-Dominion Bank (“**TD Bank**”), is the primary creditor of the Debtors, and is owed as at October 29, 2020 \$986,239.68 from Holdco and \$195,960.64 from Centre City, with interest and expenses (including legal costs) continuing to accrue thereafter.
4. In addition to TD Bank, the Debtors are indebted to (among others):

- (a) Canada Revenue Agency (“CRA”) in respect of deemed trust claims for unremitted Goods and Sales Tax (“GST”) in the amount of \$2,984.40;
- (b) CRA in respect of unremitted payroll source deduction claims in the amount of \$5,935.86; and
- (c) Service Canada with respect to claims under the *Wage Earner Protection Program Act* in the amount of \$4,432.70.

Insolvency of Debtor and Receivership Order

5. In early 2020, the Debtors ceased performing their obligations owing to TD Bank. On March 4, 2020, TD Bank’s legal counsel made demand for repayment of all outstanding obligations owing to TD Bank.

6. By an order granted by the Honourable Justice Milman on October 30, 2020 (the “**Receivership Order**”), this Court appointed the Receiver as the receiver, without security, of all of the assets, undertakings and property of Centre City and HoldCo. The Receivership order authorizes the Receiver to, among other thing:

- (a) borrow by way of revolving credit or otherwise such monies from time to time as it may consider necessary or desirable to fund these proceedings, provided the outstanding principal amount does not exceed \$300,000, and issue Receiver’s Certificates to evidence such indebtedness; and
- (b) sell, convey, transfer, lease or assign the Property (as defined in the Receivership Order) or any part or parts thereof out of the ordinary course of business, without approval of this Court, in respect of a single transaction for consideration up to \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000.

7. The Receiver engaged Borden Ladner Gervais LLP (“BLG”) as counsel to the Receiver in these proceedings (the “**Receivership Proceedings**”).

8. To fund the ongoing operations of the Debtors and the Receivership Proceedings, the Receiver sought and obtained financing in the principal amount of \$50,000 advanced from TD Bank and evidenced by a receiver’s certificate (the “**Receiver’s Borrowings**”).

B. Activities of the Receiver

9. The activities of the Receiver in the course of the Receivership Proceedings are set out in detail in the Receiver's Report. The Receiver's activities included, among other things:

- (a) taking possession of the assets and business of the Debtors and undertaking various conservatory and protections measures;
- (b) preparing an inventory of the assets of the Debtor;
- (c) managing the on-going brokerage business and affairs of the Debtors pursuant to the Franchise Agreement;
- (d) entering into a short-term lease agreement with the landlord of the Debtors' primary place of business (the "**Office Location**"), due to the termination by such landlord to the underlying lease for the Office Location shortly before the commencement of the Receivership Proceedings;
- (e) terminating all employees effective at the date of receivership to expedite WEPPA claims, and re-hiring those employees on a short-term basis in the Receivership Proceedings (including without limitation, the managing broker under the *Real Estate Services Act, S.B.C. 2004, Ch. 42* (the "**Managing Broker**");
- (f) working extensively with the Real Estate Council of British Columbia ("**RECBC**") and the various real estate brokers engaged by the Debtors regarding the provision of real estate services in the course of the Receivership Proceedings and the handling of related trust account balances;
- (g) responding to numerous creditor and stakeholder inquiries throughout these Receivership Proceedings, including numerous inquiries from the real estate brokers engaged by the Debtors;
- (h) running a sale process with respect to the assets and business of the Debtors, which ultimately was unsuccessful and did not result in any transactions that the Receiver was capable of concluding;

- (i) taking steps to wind-up the business and affairs of the Debtors, including liquidating all remaining sundry personal property, cancelling insurance and service provider arrangements, and working with the RECBC and Managing Broker to identify or retrieve details on the Trust Account Balance (as defined in the Receiver's Report).

C. Professional Fees and Disbursements

10. From October 28, 2020 to March 31, 2021, the Receiver billed approximately 467.30 hours in connection with the Receivership Proceedings, representing total fees and disbursements incurred by the Receiver at its standard rates and charges during the relevant period, inclusive of taxes, of \$180,504.83, which consists of \$179,528.40 in fees and \$8,976.43 in applicable taxes.

11. The details of the Receiver's fees and disbursements in the Receivership Proceedings are set out in the Affidavit #1 of Julie Kennedy sworn on May 3, 2021. Details of the work required of the Receiver is set out in the Receiver's Report.

12. From October 29, 2020 to April 30, 2021, BLG billed approximately 128.4 hours in connection with the Receivership Proceedings, representing total fees incurred by BLG at their standard rates and charges during the relevant period, inclusive of taxes, of \$ 63,966.85 which consists of \$56,953.00 in fees, \$170.90 in disbursements, \$2,856.22 in GST, and \$3,986.73 in PST.

13. The details of BLG's fees and disbursements in the Receivership Proceedings are set out in the Hiebert Affidavit.

D. Payment of Priority Claims

14. The Receiver has prepared a statement of receipts and disbursements (the "SRD"), which is set out in the Report.

15. The Receiver proposes to pay from the realization proceeds payments to certain claimants that have statutory priority pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 – namely, payment in full to:

- (a) CRA in respect of deemed trust claims for unremitted GST in the amount of \$2,984.40;
- (b) CRA in respect of unremitted payroll source deduction claims in the amount of \$5,935.86; and

- (c) Service Canada with respect to claims under the *Wage Earner Protection Program Act* in the amount of \$4,432.70,

(collectively, “Priority Claims”).

16. TD Bank is the sole secured creditor of the Debtors, and therefore would be entitled to a distribution from the realization proceeds in priority to any unsecured creditors. However, after all Priority Claims are paid, the Receiver does not anticipate there to be any realization proceeds for TD Bank, and will similarly lack funds to repay the Receiver’s Borrowers owing to TD Bank.

E. Payment of Trust Account Balance into Court

17. As set out in further detail in the Receiver’s Report, the Receiver holds the Trust Account Balance in the amount of \$33,128.47 comprising either: (i) unclaimed trust account balances; or (ii) deposits that are the subject of on-going adverse party claims, in each case relating to the provision by the Debtors of real estate service transactions between 2003 and 2020.

18. The Receiver is unable to identify the parties entitled to payment of the sums comprising the Trust Account Balance, or otherwise resolve the adverse claims attaching to the Trust Account Balance. As such, the Receiver seeks an order authorizing and directing it to pay the Trust Account Balance into Court.

F. Discharge of the Receiver

19. Upon payment of the Trust Account Balance into Court, the Receiver will have completed the activities contemplated by the Receivership Order, and the activities described in the Receiver’s Report represent the final activities of the Receiver to conclude its administration of the estate of the Debtors in the Receivership Proceedings. As such, the Receiver seeks to be discharged of its role as the receiver of the assets, property and undertaking of the Debtors.

PART 3: LEGAL BASIS

A. Approval of Fees and Disbursements of the Receiver and its Counsel

1. The court may make any order respecting the payment of fees and disbursements of the receiver and its legal counsel that it considers proper, provided the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations.

Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 (the “BIA”), s. 243(6).

2. In assessing whether the fees of a receiver and its counsel ought to be approved, the court considers whether those fees and disbursements are “fair and reasonable”, on the basis of evidence verified by affidavit and disclosing: (i) the name of each person who rendered services; (ii) the dates on which the services were rendered; (iii) the time expended each day; (iv) the rate charged; and (v) the total charges for each of the categories of services rendered.

Re Redcorp Ventures Ltd., 2016 BCSC 188 at para. 22 [*Redcorp*].

Re Confectionately Yours Inc., 2002 CarswellOnt 3002 (ONCA) at paras. 37-42 [*Confectionately Yours*].

3. While it is necessary to review some description of the nature of services rendered and the standard rates and charges of professionals and counsel, a line-by-line review of the documentation for the fees is not required.

Canadian Imperial Bank of Commerce v. Rempel Copper Sky Development Ltd., 2015 BCSC 2183 at para. 84.

4. In assessing whether the fees of a receiver and its counsel are fair and reasonable, the court considers the “standard rates and charges” of a receiver and its counsel according to the standard billing format and practice of the profession in question.

Bank of Montreal v. Nican Trading Co., 1990 CarswellBC 397 at paras. 36-38.

Northland Bank v. G.I.C. Industries Ltd., 1986 CarswellAlta 426 at paras. 30-35.

5. The court considers a number of factors in assessing whether the fees of a receiver are reasonable, including: (i) the nature, extent and value of the assets handled; (ii) the complications and difficulties encountered; (iii) the degree of assistance provided by the debtor; (iv) the time spent; (v) the receiver’s knowledge, experience and skill; (vi) the diligence and thoroughness displayed; (vii) the

responsibilities assumed; (viii) the results of the receiver's efforts; and (ix) the cost of comparable services when performed in a prudent and economical manner.

Re Hanfeng Evergreen Inc., 2017 ONSC 7161 at para. 31 [*Hanfeng*].

HSBC Bank of Canada v. Maple Leaf Loading Ltd., 2014 BCSC 2245 at para. 11 [*Maple Leaf*].

Redcorp at para. 23.

Confectionately Yours at paras. 42-45.

6. Similar factors are considered on the assessment of the fees and disbursements of legal counsel in insolvency proceedings, including: (i) the time expended; (ii) the complexity of the receivership; (iii) the degree of responsibility assumed by the lawyers; (iv) the amount of money involved; (v) the degree of skill of the lawyers involved; (vi) the results achieved; and (vii) the client's expectations as to the fee.

Maple Leaf at para. 12.

Redcorp at para. 33.

7. The Receiver submits that its fees and the fees of its counsel are fair and reasonable in the circumstances and consistent with the market for legal services in British Columbia. The invoices of its counsel were provided to the Receiver when rendered. In this respect, the Receiver submits that the work completed was delegated to the appropriate professionals within the Receiver and BLG with the appropriate seniority and hourly rates, and the services were performed by the Receiver and its legal counsel in a prudent and economical manner.

8. The Receiver will satisfy all technical requirements for the approval of fees, including providing reasonable notice to all secured creditors who would be materially affected by the order and verifying the fees and disbursements to be approved by affidavit.

B. Approval of Receiver's Activities

9. A receiver must deal with the property of an insolvent person in a commercially reasonable manner.

BIA, s. 247(b)

10. The Court has the inherent jurisdiction to review the activities of a court-appointed receiver and, if satisfied that the receiver has acted reasonably, prudently and not arbitrarily, to approve the activities

set out in the receiver's report. The assessment of whether the receiver has acted "reasonably, prudently and not arbitrarily" is made on an objective basis.

Leslie & Irene Dube Foundation Inc. v. P218 Enterprises Ltd., 2014 BCSC 1855 at para. 54.

11. There are good policy and practice reasons for the court to provide a level of protection for the receiver by approving its activities. However, the court should limit the benefit of such approval to the receiver itself, and exercise caution in approving the receiver's reports and activities in a general sense.

Hanfeng at para. 17.

12. The Receiver has, on an informal basis, reported to interested parties and stakeholders throughout the Receivership Proceedings, and has provided a comprehensive report of its activities in the Receiver's Report. The Receiver submits that it carried out its obligations in the receivership in a prudent and commercially reasonable manner, and that it made all commercially reasonable efforts to maximize the value received for the Debtors' assets throughout the Receivership Proceedings.

13. The Receiver respectfully submits that its activities since its appointment have been carried out in a reasonable, prudent and not arbitrary manner. Accordingly, the Receiver submits that an order approving its activities, as set out in the Receiver's Report, is appropriate.

C. Payment of Trust Account Balance into Court

14. The Court may appoint a receiver to take possession of an insolvent person's property, exercise any control that the Court considers advisable over that property, and take any other action that the Court considers advisable in the circumstances.

BIA, s. 243(1)

15. Where there is money held in trust by a real estate brokerage, and it appears that: (a) such money is the subject of adverse claims; (b) the identities of one or more of the persons entitled to it is unknown; or (c) there is no person capable of giving, or authorized to give, a valid discharge of it, the brokerage may apply to this Court for an order for payment of such trust money into Court.

Real Estate Services Act, S.B.C. 2004, Ch. 42 ("RESA"), s. 33(1)

16. Such application may be made on an *ex parte* basis, and should be accompanied by evidence setting out the following information to the extent possible: (a) the nature of the real estate services in

respect of which the money was held or received; (b) the names and addresses of the principals in relation to those real estate services; (c) the date and terms on which the brokerage received the money; (d) the names and addresses of all claimants to the money of whose claims the brokerage is aware; and (e) particulars of any claim for remuneration by the brokerage, or a related licensee of that brokerage, arising out of the real estate services.

RESA, ss. 33(2) and 33(3)

17. The Receiver's Report details the information set out in (a) through (e) above with respect to the Trust Account Balance, to the extent such information was recorded in the Debtors' books and records or otherwise retrievable by the Receiver. The Receiver is unable to resolve certain adverse claims affecting the Trust Account Balance or otherwise identify the appropriate party(ies) entitled to such sums, and submits that it is reasonable and advisable in the circumstances to pay the Trust Account Balance into Court.

D. Discharge of Receiver

18. Upon the completion of its mandate, including the sale of all realizable assets, a court-appointed receiver will typically seek a discharge order from the court.

Ed Mirvish Enterprises Ltd. v. Stinson Hospitality Ltd., [2009] O.J. No. 4265 at paras. 8 and 9.

19. The Receiver submits that upon filing a certificate certifying that it has completed the remaining outstanding activities described in the Receiver's Report, the Receiver will have fulfilled its mandate as set out in the Receivership Order. Accordingly, the Receiver seeks a discharge order from this Honourable Court. Notwithstanding any such discharge, the Receiver shall remain Receiver for the performance of such incidental duties as may be required for the administration of the receivership proceedings.

E. General

20. In addition to the foregoing, the Receiver will rely on:

- (a) the applicable *Supreme Court Civil Rules*;
- (b) the applicable provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3;
- (c) the applicable provisions of the *Real Estate Services Act*, S.B.C. 2004, Ch. 42 and

- (d) the inherent jurisdiction of this Honourable Court.

PART 4: MATERIALS TO BE RELIED ON

1. The Applicant relies on:

- (a) the pleadings and materials taken and filed herein;
- (b) the Receiver's First and Final Report to the Court dated May 3, 2021;
- (c) the Affidavit #1 of Julie Kennedy, sworn May 3, 2021;
- (d) the Affidavit #1 of Lisa Hiebert, sworn May 4, 2021; and
- (e) such other materials as counsel may advise and this Honourable Court may permit.


The Applicant estimates that the application will take **10 minutes**.

- ☐ This matter is within the jurisdiction of a master.
- ☒ This matter is not within the jurisdiction of a master.

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

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

Date: May 4, 2021



Signature of Lisa Hiebert/Ryan Laity
☐ applicant ☒ lawyer for Applicant

To be completed by the court only:

Order made

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

☐ with the following variations and additional terms:

Date: _____

Signature of ☐ Judge ☐ 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
- ☒ other

Schedule "A"

FORM OF ORDER

Please see attached.

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

PLAINTIFF

AND:

CENTRE CITY REAL ESTATE INC., IT'LL BE GOOD
HOLD CO INC. and ZACHARY DOUGLAS MILLS

DEFENDANTS

ORDER MADE AFTER APPLICATION
(Fee/Activity Approval & Receiver Discharge)

BEFORE THE HONOURABLE _____)
) _____, THE ____ DAY
) OF _____, 2021

ON THE APPLICATION of MNP Ltd., in its capacity as Court-appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of Centre City Real Estate Inc. and It’ll Be Good Hold Co Inc. (collectively, the “**Debtors**”) coming on for hearing at Vancouver, British Columbia, on the 19th day of May, 2021, by telephone or MS Teams (as the case may be); AND ON HEARING Ryan Laity, counsel for the Receiver, and those other counsel listed on **Schedule “A”** hereto (if any); AND UPON READING the materials filed, including the First and Final Report of the Receiver dated May 3, 2021 (the “**Receiver’s Report**”), Affidavit #1 of Julie Kennedy dated May 3, 2021, and Affidavit #1 of Lisa Hiebert dated May 4, 2021 (collectively, the “**Fee Affidavits**”);

THIS COURT ORDERS AND DECLARES THAT:

1. The activities of the Receiver and the Statement of Receipts and Disbursements, in each case as set out in the Receiver’s Report, are hereby approved.
2. The fees and disbursements of the Receiver and its counsel, Borden Ladner Gervais LLP (“**BLG**”), as set out in the Receiver’s Report and the Fee Affidavits, are hereby approved.

3. After payment of the fees and disbursements of the Receiver and BLG as herein approved, the Receiver shall pay:

- (a) the amount of \$33,128.47 (such amount representing the Trust Account Balance as defined in the Receiver's Report) into Court to the credit of these proceedings, to be paid out upon further Order of this Honourable Court; and
- (b) all funds remaining in its hands in the manner set out in the Receiver's Report.

4. Upon payment of the amounts set out in paragraph 3 hereof, and upon the Receiver filing a certificate in substantially the form attached as **Schedule "B"** (the "**Discharge Certificate**") certifying that it has completed the remaining outstanding activities described in the Receiver's Report, the Receiver shall be discharged as Receiver of the assets, undertaking and property of the Debtors, provided that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of MNP Ltd. in its capacity as Receiver.

5. Notwithstanding any provision herein, this Order shall not affect any person to whom notice of these proceedings was not delivered as required by the *Bankruptcy and Insolvency Act* and regulations thereto, any other applicable enactment or any other Order of this Court.

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

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

Signature of Ryan Laity

☐ Party ☒ Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A" – Counsel

NAME OF COUNSEL	PARTY REPRESENTED
Ryan Laity	MNP Ltd., as Receiver

Schedule "B" – Form of Receiver's Certificate

**No. S2011447
Vancouver Registry**

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

PLAINTIFF

AND:

**CENTRE CITY REAL ESTATE INC., IT'LL BE GOOD
HOLD CO INC. and ZACHARY DOUGLAS MILLS**

DEFENDANTS

RECEIVER'S DISCHARGE CERTIFICATE

WHEREAS pursuant to the Order of the Honourable _____ made [●], 2021 (the "**Discharge Order**"), MNP Ltd., in its capacity as Court-appointed Receiver (the "**Receiver**") of the assets, properties and undertakings of Centre City Real Estate Inc. and It'll Be Good Hold Co Inc., was discharged as receiver with such discharge to be effective upon the Receiver filing a certificate with this Court certifying that the Receiver has completed the administration of the estate.

THE UNDERSIGNED HEREBY CERTIFIES as follows:

1. The Receiver has complied with the Discharge Order.
2. The Receiver has completed all other matters that are incidental to the termination of these proceedings and the discharge of the Receiver.

NOW THEREFORE AS A RESULT OF THE FOREGOING, the Receiver is entitled to be fully and completely discharged in accordance with the terms of the Discharge Order and relieved of any further powers or duties as Receiver in these proceedings.

THIS RECEIVER'S DISCHARGE CERTIFICATE is made and filed by the Receiver in accordance with paragraph 4 of the Discharge Order.

MNP LTD., in its capacity as Receiver of the properties, assets, and undertakings of Centre City Real Estate Inc. and It'll Be Good Hold Co Inc., and not in its personal capacity:

Date: _____

Per: _____

No. S2011447
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

PLAINTIFF

AND:

CENTRE CITY REAL ESTATE INC.,
IT'L BE GOOD HOLD CO INC. and
ZACHARY DOUGLAS MILLS

DEFENDANTS

ORDER MADE AFTER APPLICATION
(Fee/Activity Approval & Receiver Discharge)

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No. S2011447
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

PLAINTIFF

AND:

**CENTRE CITY REAL ESTATE INC. IT¹LL
BE GOOD HOLD CO INC. and ZACHARY
DOUGLAS MILLS**

DEFENDANTS

NOTICE OF APPLICATION

(Distribution, Fee/Activity Approval & Receiver Discharge)

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