

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

**IN THE MATTER OF THE BANKRUPTCY OF
0409725 B.C. LTD.**

NOTICE OF APPLICATION

Name of applicant: 0409725 B.C. Ltd, by its trustee in bankruptcy G. Powroznik Group Inc. of G-Force Group

TAKE NOTICE that a WITHOUT NOTICE application will be made by the applicant, 0409725 B.C. Ltd., formerly known as and doing business as Odenza Homes Ltd. ("**Odenza**"), by its trustee in bankruptcy G. Powroznik Group Inc. of G-Force Group, (the "**Trustee**"), to the presiding Judge at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, at 9:00 am on Tuesday, February 18, 2013 for the Orders set out in Part 1 below:

Part 1: ORDERS SOUGHT

1. The Order pronounced on December 19, 2013, by the Honorable Mr. Justice Grauer (the "**December 19 Order**") be modified and replaced with an order substantially in the form attached hereto as Schedule "A".
2. Such further and other relief as This Honourable Court may consider appropriate.

Part 2: FACTUAL BASIS

3. Odenza made an assignment into bankruptcy on December 16, 2013.
4. Odenza carried on business as a construction company, primarily building new single family homes and other residential housing, and undertaking renovation projects.
5. At the time of its bankruptcy, Odenza was involved in approximately 17 home building projects and other renovation projects at various job sites in and around Vancouver.

6. At the time of its bankruptcy, Odenza's books and records showed approximately \$2,700,000 of accounts payable, owing to approximately 150 creditors, and approximately \$700,000 in accounts receivable from its customers. Most of the accounts receivable are expected to constitute holdbacks ("**Holdbacks**") required to be held by Odenza's customers pursuant to the *Builders Lien Act* (British Columbia) (the "**BLA**").

7. Most of Odenza's creditors are unpaid subcontractors who will have trust claims against Odenza's accounts receivable, lien claims against Holdbacks, or rights to lien the projects on which they were working.

8. While the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") provides a single forum to deal with the unsecured claims of Odenza's creditors, there is no similar, single forum in which to deal with the trust and lien claims that arise in respect of each of Odenza's projects. This creates potential confusion, inconsistency and inefficiency because in almost every case, the unsecured claims, lien claims and trust claims all arise out of the same debt.

9. The Trustee sought the December 19 Order because without a single forum in which to assess, process, adjudicate and pay out all claims against Odenza, the Trustee was concerned that:

- (a) Odenza's customers would be tied up in disputes and lien actions on their properties and would not be able to finish their homes in an efficient or timely manner;
- (b) This would make it difficult to collect Odenza's accounts receivable from customers, because customers would potentially assert set-off in connection with their costs of dealing with Odenza's bankruptcy and with liens filed against their properties; and
- (c) The costs, inefficiencies and potential inconsistencies of each creditor dealing with its trust claims, lien claims and unsecured claims in different forums would reduce (and could fully eliminate) creditors' recoveries on their claims against Odenza.

10. On December 19, 2013, G. Powroznik Group Inc. was appointed by this Honourable Court as Claims Administrator to deal with trust and lien claims in accordance with the terms of the December 19 Order.

11. Since the pronouncement of the December 19 Order, a number of matters have been identified by the Trustee and Claims Administrator that were not anticipated in advance of the December 19, 2013 application to the Court. These matters are detailed in the First Report of the Claims Administrator dated February 16, 2014 and filed herein.

12. In light of the matters raised in the Trustee's Second Report, among other things, the Trustee seeks to vary the Order as follows:

(a) Replacing paragraph 2 of the December 19 Order with the following text:

2. *The program developed by the Claims Administrator, as an officer of This Honourable Court, to:*

(a) process trust claims relating specifically to work contracts of Odenza (the "Contracts") for which funds have already been paid or are payable to Odenza (collectively, the "Potential Trust Funds") that could, pursuant to Section 10 of the BLA, upon receipt by the Trustee or previously by Odenza be impressed with a trust in favour of certain statutory trust claimants (collectively, the "Trust Claimants"); and

(b) process, in the manner set out herein, any lien claims (collectively, the "Lien Claims") arising in connection with projects where Odenza performed work or supplied materials (the "Projects"), asserted by lien claimants in respect of individual Projects (the "Lien Claimants"),

as set out in this Order (the "Trust Claim Settlement Program"), is hereby authorized and approved, and shall govern the adjudication and payment of claims to the Potential Trust Funds and to any statutory holdback (each, a "Holdback", and collectively, the "Holdbacks") required under the BLA in respect of the Contracts.

- (b) Replacing paragraphs 6 and 7 of the December 19 Order with the following text:

6. The Claims Administrator shall not deal with the Potential Trust Funds or Holdbacks, other than to place them into the Consolidated Trust Account, or to purchase a suitable interest bearing contract with such amounts, except as provided in paragraph 33 of this Order, or until and except as directed by further Order of This Honourable Court.

7. The sending by the Claims Administrator of the letters and package of materials attached as Schedule "A", Schedule "B", Schedule "C", Schedule "D" and Schedule "E" to this Order, to creditors, clients and customers of Odenza is hereby authorized and approved.

- (c) Replacing paragraph 10 of the December 19 Order with the following text:

10. The Claims Administrator is authorized and directed to send to each potential Lien Claimants and Trust Claimant by regular mail or email to its last known address in Odenza's books and records, a notice of the Trust Claim Settlement Program (the "Initial Notice") which shall attach a Proof of Trust and Lien Claim Form, and/or Proof of Lien Claim (as appropriate) (each, a "Claim Form"). The Claims Administrator is hereby authorized

and directed to send by registered mail a notice (the "Notice to Prove Claim") attached as Schedule "C" to this Order, attaching the appropriate Claim Form, to each potential Lien Claimant and Trust Claimant (each, a "Claimant") that does not respond to the Initial Notice of the Trust Claim Settlement Program by filing a Claim Form within 28 days of the date the Initial Notice was sent to it by the Claims Administrator.

- (d) Replacing paragraph 16 of the December 19 Order with the following text:

16. If the Claims Administrator, as officer of the court and in consultation with the Trustee, makes a determination to disallow, in whole or in part, a Claim of a Claimant to the Potential Trust Funds or any Holdback asserted pursuant to a completed Claim Form, the Claims Administrator shall send by registered mail to such Claimant, at the address of the Claimant as set out in the completed Claim Form, and in the manner provided for herein, a notice (a "Notice of Disallowance"), the form of which is attached as Schedule "D" to this Order, within 90 days after the Claims Administrator receives the completed and executed Claim Form of the Claimant (or Schedule A to the deemed Claim Form of a Claimant contemplated in paragraph 23 hereof).

8. Adding two new paragraphs to the December 19 Order, which would be labeled as paragraphs 22 and 23 and would read as follows:

22. Notwithstanding paragraph 21 hereof, an Owner may bring an application to This Honourable Court to pay the full amount of the Holdback or other funds or security into Court pursuant to Section 23 or Section 24 of the BLA, and if an Owner does so, it shall give notice to the Claims Administrator of such

payment into Court, and make the Claims Administrator a Respondent to such application.

23. *If an Owner pays a Holdback into Court as contemplated in paragraph 22 hereof, each person with a valid lien registered against title to applicable Property before or after such date shall be deemed to be a Lien Claimant for purposes hereof, and such Lien Claimant's filed lien application materials shall constitute a Claim Form for purposes hereof; provided that within 20 days after written notice is sent to such Lien Claimant by the Claims Administrator, or such longer period as the Claims Administrator or This Honourable Court shall permit, such Lien Claimant shall be required to provide to the Claims Administrator the evidence of its claim required in Schedule A to the applicable Claim Form, failing which such Lien Claimant shall be deemed to have failed to provide a Claim Form to the Claims Administrator for purposes of paragraph 12 hereof.*

9. Changing the numbering of existing paragraphs 22 and 23 of the December 19 Order to 24 and 25, respectively, and modifying new paragraph 25 to be as follows:

25 *The Claims Administrator shall hold each Holdback paid to it as an officer of This Honourable Court, in trust for persons entitled to valid claims of lien against the improvements (as defined in the BLA) for which each such Holdback was maintained, or valid claims against each of such Holdbacks themselves, subject to further Order of This Honourable Court.*

10. Adding a new paragraph to the December 19 Order, which would be labeled as paragraph 26 and would read as follows:

26 *With respect to any money paid into Court by an Owner pursuant to paragraph 22 or 24 hereof, the Claims Administrator shall be entitled to make application to the Court for an Order paying out such money to the Claims Administrator in this proceeding, to be held by the Claims Administrator in accordance with paragraph 25 hereof.*

11. Changing the numbering of existing paragraphs 24 and 25 of the December 19 Order to paragraphs 27 and 28 and modifying new paragraph 28 to be as follows:

28 *Any person claiming a lien against a Holdback held by the Claims Administrator may deliver notice of that lien in writing to the Claims Administrator by completing Part B of the Proof of Trust and Lien Claim or, as applicable, the Proof of Lien Claim. Once delivered to the Claims Administrator, such notice shall have the same effect for purposes of Section 8(4) of the BLA as the filing of a claim of lien or the commencement of an action to enforce a lien against the Holdback. Following receipt by the Claims Administrator of such notice or notices, the Claims Administrator shall, on behalf of all persons who have claimed a lien, deliver written notice to the respective Owner or Contractor of such claim or claims of lien, provided that after the first delivery of notice to the Owner or Contractor of such a claim or claim of lien, the Claims Administrator shall not be required to send further notices of such claims or claims of lien more frequently than once every two weeks, unless specifically requested to do so by the Owner or Contractor.*

12. Changing the numbering of existing paragraph 26 of the December 19 Order to paragraph 29.

13. Adding a new paragraph 30 to the December 19 Order as follows:

30 *The Trustee shall be entitled to reasonable compensation for assistance provided by it to the Claims Administrator in the administration of the Trust Claims Settlement Program, and shall be entitled to be reimbursed for its reasonable fees and expenses (including fees and expenses of its counsel) from the Potential Trust Funds and Holdbacks, in an amount to be determined by further Order of This Honourable Court.*

14. Changing the numbering of existing paragraph 27 of the December 19 Order to paragraph 31 and modifying new paragraph 31 to be as follows:

31 *The Claims Administrator, the Trustee and their legal counsel shall be entitled to and are hereby granted a charge ("Claims Administrator's Charge") on the Potential Trust Funds and the Holdback, as security for their reasonable legal fees and disbursements incurred, both before and after the making of this Order, in respect of the Trust Claim Settlement Program, and the Claims Administrator's Charge shall form a first charge on the Potential Trust Funds and Holdback in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any creditor of Odenza, Trust Claimant or Lien Claimant, but subject to Section 14.06(7) of the BIA.*

15. Changing the numbering of existing paragraphs 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38 of the December 19 Order to paragraphs 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42, respectively.

16. After making all such changes, the December 19 Order would be modified so as to be in the form attached hereto as Schedule "A".

Part 3: LEGAL BASIS

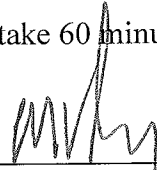
1. Sections 50, 50.4, 67.1, 69, 124, 127, 128, 135, 147, 149, 183, 187 of the *Bankruptcy and Insolvency Act*, RSC 1985 and Rule 11 of the *Bankruptcy and Insolvency Rules*.
2. Sections 10 and 23 of the *Builders Lien Act*, SBC 1997, c-45.
3. Section 10 of the *Law and Equity Act*, RSBC 1996, c. 253.
4. The inherent jurisdiction of this Honourable Court.

Part 4: MATERIAL TO BE RELIED ON

1. The First Report of the Trustee dated December 16, 2013.
2. The First Report of the Claims Administrator dated February 16, 2014.
3. The pleadings and proceedings had and taken herein.
4. Such further and other material as counsel may advise and the Court may permit.

The applicant estimates that the application will take 60 minutes.

Date: 17/Feb /2014



Signature of Magnus C. Verbrugge

applicant lawyer for applicant

G. Powroznik Group Inc. of G-Force Group

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

SCHEDULE "A"

COURT NO. B-131552
ESTATE NO. 11-1820752
VANCOUVER REGISTRY

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

**IN THE MATTER OF THE BANKRUPTCY OF
0409725 B.C. LTD.**

TRUST CLAIM SETTLEMENT PROGRAM ORDER

BEFORE THE HONOURABLE) 18/FEB/2014
MR. JUSTICE GRAUER)

UPON THE WITHOUT NOTICE APPLICATION of 0409725 B.C. Ltd. ("**Odenza**"), by G. Powroznik Group Inc. of G-Force Group ("**G-Force**") the Trustee in Bankruptcy of Odenza ("**Trustee**") coming on for hearing at Vancouver, British Columbia, on this day; AND UPON hearing Magnus Verbrugge, counsel for the Trustee, and Bonita Lewis-Hand, counsel for Odenza and counsel for Odenza Homes Vancouver West Ltd., AND UPON reading the First Report of the Trustee dated December 18, 2013, and the pleadings and other materials filed herein; AND PURSUANT TO Sections 50, 50.4, 67.1, 69, 124, 127, 128, 135, 147, 149, 183 and 187 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "**BIA**"), Sections 10 and 23 of the *Builders Lien Act*, S.B.C. 1997, c. 45 (the "**BLA**"), Section 10 of the *Law and Equity Act*, RSBC 1996, c. 253, and Rule 11 of the *Bankruptcy and Insolvency Act General Rules*, and the inherent jurisdiction of This Honourable Court.

THIS COURT ORDERS AND DECLARES THAT:

1. G. Powroznik Group Inc. of G-Force Group is hereby appointed as claims administrator of the Trust Claim Settlement Program (as defined below) (the "**Claims Administrator**").

2. The program developed by the Claims Administrator, as an officer of This Honourable Court, to:

(a) process trust claims relating specifically to work contracts of Odenza (the “**Contracts**”) for which funds have already been paid or are payable to Odenza (collectively, the “**Potential Trust Funds**”) that could, pursuant to Section 10 of the BLA, upon receipt by the Trustee or previously by Odenza be impressed with a trust in favour of certain statutory trust claimants (collectively, the “**Trust Claimants**”); and

(b) process, in the manner set out herein, any lien claims (collectively, the “**Lien Claims**”) arising in connection with projects where Odenza performed work or supplied materials (the “**Projects**”), asserted by lien claimants in respect of individual Projects (the “**Lien Claimants**”),

as set out in this Order (the “**Trust Claim Settlement Program**”), is hereby authorized and approved, and shall govern the adjudication and payment of claims to the Potential Trust Funds and to any statutory holdback (each, a “**Holdback**”, and collectively, the “**Holdbacks**”) required under the BLA in respect of the Contracts.

3. Subject to any right of set-off (save and except as prohibited by Section 6 of the BLA), and subject to paragraph 21 of this Order, all amounts owing to Odenza under each Contract, including Potential Trust Funds, shall be paid to the Claims Administrator by all "owners" and "contractors" (as such terms are defined in the BLA) who engaged Odenza and pursuant to which Odenza or any of Odenza’s "subcontractors" or "material suppliers" performed "work" or supplied "materials" in relation to an "improvement" (as such terms are defined in the BLA) (collectively, the "**Owners and Contractors**"), together with the Holdbacks which, in accordance with paragraph 21 of this Order, may also be paid by the Owners and Contractors to the Claims Administrator for distribution in accordance with this Order under the Trust Claim Settlement Program.

4. The Claims Administrator shall create a separate consolidated trust account, or if more appropriate, individual trust accounts, (the “**Consolidated Trust Account**”) into which it

shall deposit all amounts it receives from Owners and Contractors with respect to each “improvement” (as that term is defined in the BLA).

5. The Trustee will deposit any amounts received by the Trustee prior to this Order from Owners and Contractors or from Odenza upon filing its assignment in bankruptcy into the Consolidated Trust Account, excluding any such amount that the Trustee determines is not Potential Trust Funds (the “**Non-Trust Funds**”), and the Non-Trust Funds shall be retained by the Trustee for use in the administration of the bankruptcy of Odenza.
6. The Claims Administrator shall not deal with the Potential Trust Funds or Holdbacks, other than to place them into the Consolidated Trust Account, or to purchase a suitable interest bearing contract with such amounts, except as provided in paragraph 33 of this Order, or until and except as directed by further Order of This Honourable Court.
7. The sending by the Claims Administrator of the letters and package of materials attached as Schedule “A”, Schedule “B”, Schedule “C”, Schedule “D” and Schedule “E” to this Order, to creditors, clients and customers of Odenza is hereby authorized and approved.
8. The form of proof of trust and/or lien claim developed by the Claims Administrator (the “**Proof of Trust and Lien Claim Form**”), attached as Schedule “A” to this Order, is hereby authorized and approved for use in the Trust Claims Settlement Program.
9. Notwithstanding the preceding paragraph of this Order, where a Lien Claimant is not also a Trust Claimant because it does not have a direct contract with Odenza (“**Third Party Lien Claimant**”), the form to be used by such Third Party Lien Claimant for purposes of this Order shall be the proof of lien claim form (“**Proof of Lien Claim**”) attached as Schedule “B” to this Order, which is hereby authorized and approved for use on the basis set out in the preceding paragraph of this Order.
10. The Claims Administrator is authorized and directed to send to each potential Lien Claimant and Trust Claimant by regular mail or email to its last known address in Odenza’s books and records, a notice of the Trust Claim Settlement Program (the “**Initial Notice**”) which shall attach a Proof of Trust and Lien Claim Form, and/or Proof of Lien Claim (as appropriate) (each, a “**Claim Form**”). The Claims Administrator is

hereby authorized and directed to send by registered mail a notice (the “**Notice to Prove Claim**”) attached as Schedule “C” to this Order, attaching the appropriate Claim Form, to each potential Lien Claimant and Trust Claimant (each, a “**Claimant**”) that does not respond to the Initial Notice of the Trust Claim Settlement Program by filing a Claim Form within 28 days of the date the Initial Notice was sent to it by the Claims Administrator.

11. Each person asserting a claim to the Potential Trust Funds or Holdbacks (each, a “**Claim**”), including Claimants and any other creditors of Odenza, is hereby authorized to prove such Claim by delivery of a Claim Form to the Claims Administrator.
12. If any Claimant does not deliver to the Claims Administrator, by registered mail or by personal service, a Claim Form properly completed and executed within 30 days of the date the Notice to Prove Claim was sent to the Claimant by the Claims Administrator, and provided all relevant periods for filing a claim of lien against title to the applicable property in connection with each contract with Odenza have expired, the Claims Administrator shall be at liberty to apply to This Honourable Court for approval and authorization to make a distribution of Potential Trust Funds and Holdback (as hereinafter defined) as the case may be without such Claimant having any entitlement to such distribution.
13. Claims of Claimants to any Holdback or Potential Trust Funds shall be determined in accordance with this Order.
14. The Claims Administrator, as officer of the court and in consultation with the Trustee, is hereby authorized to allow in whole or in part, or disallow in whole or in part, the claims of Claimants, within the bankruptcy proceedings of Odenza, in conjunction and together with the review and adjudication of all other claims of creditors of Odenza. The Claims Administrator is authorized to request further information from Claimants in the adjudication of the Claims.

15. The Claims Administrator, as officer of the court and in consultation with the Trustee, is authorized to rely upon the provisions of the BLA with respect to the adjudication of the Claims of all Claimants.
16. If the Claims Administrator, as officer of the court and in consultation with the Trustee, makes a determination to disallow, in whole or in part, a Claim of a Claimant to the Potential Trust Funds or any Holdback asserted pursuant to a completed Claim Form, the Claims Administrator shall send by registered mail to such Claimant, at the address of the Claimant as set out in the completed Claim Form, and in the manner provided for herein, a notice (a “**Notice of Disallowance**”), the form of which is attached as Schedule "D" to this Order, within 90 days after the Claims Administrator receives the completed and executed Claim Form of the Claimant (or Schedule A to the deemed Claim Form of a Claimant contemplated in paragraph 23 hereof).
17. The Claims Administrator, as an officer of the court, and in consultation with the Trustee, is authorized to issue an amended Notice of Disallowance in respect of any Claim, *nunc pro tunc* (an “**Amended Notice of Disallowance**”), substantially in the form attached hereto as Schedule “E” to this Order, in any circumstances where the Claims Administrator determines that it is warranted, and if the Claims Administrator issues an Amended Notice of Disallowance then the Notice of Disallowance previously issued by the Claims Administrator will be of no force and effect.
18. If the Claims Administrator delivers a Notice of Disallowance or an Amended Notice of Disallowance to a Claimant, then the Notice of Disallowance or the Amended Notice of Disallowance shall be final and conclusive unless such Claimant appeals the decision of the Claims Administrator to This Honourable Court within a 30-day period after the date on which the Notice of Disallowance or Amended Notice of Disallowance is delivered to it, or within such further time as This Honourable Court may allow upon an application made by the Claimant within the original 30-day period;
19. Any appeal brought by a Claimant from a Notice of Disallowance or Amended Notice of Disallowance shall be adjudicated by This Honourable Court in accordance with Section 135(4) of the BIA.

20. Any payment or distribution made by the Claims Administrator to a Claimant as a result of the Trust Claim Settlement Program and this Order shall not be subject to the levy provided for in Section 147 of the BIA.
21. Each of the Owners and Contractors is authorized to pay to the Claims Administrator the full amount of the Holdback required pursuant to the BLA in respect of its contract with Odenza. Payment to the Claims Administrator of the Holdback shall have the same effect as payment into court pursuant to Section 23 of the BLA.
22. Notwithstanding paragraph 21 hereof, an Owner may bring an application to This Honourable Court to pay the full amount of the Holdback or other funds or security into Court pursuant to Section 23 or Section 24 of the BLA, and if an Owner does so, it shall give notice to the Claims Administrator of such payment into Court, and make the Claims Administrator a Respondent to such application.
23. If an Owner pays a Holdback into Court as contemplated in paragraph 0 hereof, each person with a valid lien registered against title to applicable Property before or after such date shall be deemed to be a Lien Claimant for purposes hereof, and such Lien Claimant's filed lien application materials shall constitute a Claim Form for purposes hereof; provided that within 20 days after written notice is sent to such Lien Claimant by the Claims Administrator, or such longer period as the Claims Administrator or This Honourable Court shall permit, such Lien Claimant shall be required to provide to the Claims Administrator the evidence of its claim required in Schedule A to the applicable Claim Form, failing which such Lien Claimant shall be deemed to have failed to provide a Claim Form to the Claims Administrator for purposes of paragraph 12 hereof.
24. The Claims Administrator, each of the Owners and Contractors, each Lien Claimant, and the Trustee are hereby authorized to apply to This Honourable Court in this proceeding to determine the amount of the applicable Holdback, to obtain cancellation from land title of all claims of builder's lien and certificates of pending litigation filed by Odenza or persons engaged by or under Odenza, and/or to obtain any and all other relief which could be available under Sections 23 or 24 of the BLA. All applications made pursuant to this paragraph shall be made on notice to the Claims Administrator, the applicable

Owner and Contractor, the Trustee and any Lien Claimant in respect of the applicable contract with Odenza. The Claims Administrator shall provide to such applicant, on request, a list of all Lien Claimants to the applicable Holdback.

25. The Claims Administrator shall hold each Holdback paid to it as an officer of This Honourable Court, in trust for persons entitled to valid claims of lien against the improvements (as defined in the BLA) for which each such Holdback was maintained, or valid claims against each of such Holdbacks themselves, subject to further Order of This Honourable Court.
26. With respect to any money paid into Court by an Owner pursuant to paragraph 0 or 24 hereof, the Claims Administrator shall be entitled to make application to the Court for an Order paying out such money to the Claims Administrator in this proceeding, to be held by the Claims Administrator in accordance with paragraph 25 hereof.
27. The Claims Administrator is authorized and directed to deliver all materials to Claimants in connection with the Trust Claim Settlement Program to the last known address for the Claimants according to Odenza's books and records, by email, facsimile, or regular mail (except for any Notice to Prove Claim, Notice of Disallowance or Amended Notice of Disallowance, each of which shall be delivered by way of registered mail), as deemed appropriate in the circumstances by the Claims Administrator (and in the case of Third Party Lien Claimants, all such materials may be delivered to the address for delivery set out in the Claim of such Third Party Lien Claimant).
28. Any person claiming a lien against a Holdback held by the Claims Administrator may deliver notice of that lien in writing to the Claims Administrator by completing Part B of the Proof of Trust and Lien Claim or, as applicable, the Proof of Lien Claim. Once delivered to the Claims Administrator, such notice shall have the same effect for purposes of Section 8(4) of the BLA as the filing of a claim of lien or the commencement of an action to enforce a lien against the Holdback. Following receipt by the Claims Administrator of such notice or notices, the Claims Administrator shall, on behalf of all persons who have claimed a lien, deliver written notice to the respective Owner or Contractor of such claim or claims of lien, provided that after the first delivery of notice

to the Owner or Contractor of such a claim or claim of lien, the Claims Administrator shall not be required to send further notices of such claims or claims of lien more frequently than once every two weeks, unless specifically requested to do so by the Owner or Contractor.

29. The Claims Administrator shall be entitled to reasonable compensation for its administration of the Trust Claims Settlement Program, and shall be entitled to be reimbursed for its reasonable fees and expenses (including fees and expenses of its counsel) from the Potential Trust Funds and Holdbacks, in an amount to be determined by further Order of This Honourable Court.
30. The Trustee shall be entitled to reasonable compensation for assistance provided by it to the Claims Administrator in the administration of the Trust Claims Settlement Program, and shall be entitled to be reimbursed for its reasonable fees and expenses (including fees and expenses of its counsel) from the Potential Trust Funds and Holdbacks, in an amount to be determined by further Order of This Honourable Court.
31. The Claims Administrator, the Trustee and their legal counsel shall be entitled to and are hereby granted a charge (“**Claims Administrator’s Charge**”) on the Potential Trust Funds and the Holdback, as security for their reasonable legal fees and disbursements incurred, both before and after the making of this Order, in respect of the Trust Claim Settlement Program, and the Claims Administrator’s Charge shall form a first charge on the Potential Trust Funds and Holdback in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any creditor of Odenza, Trust Claimant or Lien Claimant, but subject to Section 14.06(7) of the BIA;.
32. No security agreement or other documentation evidencing, or the filing, registration or perfection of the Claims Administrator’s Charge shall be required, and the Claims Administrator’s Charge shall be effective against the Potential Trust Funds and Holdback and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Claims Administrator’s Charge coming into existence, notwithstanding any failure to file, register or perfect the Claims Administrator’s Charge.

33. The Claims Administrator and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Claims Administrator and its legal counsel are hereby referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
34. Prior to passing of its accounts, the Claims Administrator shall be at liberty from time to time to apply reasonable amounts, out of the Potential Trust Funds and Holdback, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Claims Administrator or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by This Honourable Court.
35. Any creditor of Odenza, any Claimant, or the Trustee may apply to This Honourable Court on notice to the Claims Administrator and to any other party likely to be affected, for an order allocating the Claims Administrator's Charge amongst the Potential Trust Funds and Holdbacks for individual Projects.
36. The Claims Administrator shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except in respect of any gross negligence or willful misconduct on its part.
37. No proceeding or enforcement process in any court or tribunal shall be commenced or continued against the Claims Administrator except with the written consent of the Claims Administrator or with leave of This Honourable Court.
38. Nothing in this Order shall derogate from the protections afforded the Trustee by Section 14.06 of the BIA or by any other applicable legislation.
39. The Claims Administrator may from time to time apply to This Honourable Court for advice and directions arising from the terms of this Order or generally with respect to the administration of the Trust Claim Settlement Program.
40. Nothing in this Order shall operate to prevent or disqualify G-Force from continuing to act as Trustee of Odenza.

41. The Claims Administrator shall post a copy of this Order on its website <http://www.g-forcegroup.ca/bankruptcy-of-0409725-b-c-ltd/> and shall, as soon as reasonably practicable, send a copy of this Order, electronically or by mail, to all of Odenza's creditors listed in Odenza's Statement of Affairs sworn by Jag Hundal, President of Odenza on December 15, 2013 as part of Odenza's assignment into bankruptcy and any other of Odenza's creditors who may have been inadvertently left off the Statement of Affairs.
42. This Order may be set aside or varied, in whole or in part, by any creditor of Odenza or any Claimant, provided its application to set aside or vary this Order is served on the Trustee and the Claims Administrator within ten (10) days after the date upon which this Order is sent by email, facsimile or regular mail to such creditor by the Claims Administrator.

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 Magnus Verbrugge
 party lawyer for the Trustee,
G. Powroznik Group Inc. of G-Force Group

Signature of Bonita Lewis-Hand
 party lawyer for 0409725 B.C. Ltd. and
Odenza Homes Vancouver West Ltd.

By the Court.

Registrar

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

No. B-131552
Estate No. 11-820752
Vancouver Registry

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

IN THE MATTER OF THE BANKRUPTCY OF

0409725 B.C. LTD.

NOTICE OF APPLICATION

MCV/MGS

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