

JUL 21 2022



H-220275

No.  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

MBA ASSET MANAGEMENT INC., IFLYVANCOUVER INC.,  
FREE FLIGHT FORMATION INC., 1088384 B.C. LTD.,  
TDR ELECTRIC INC. also known as TDR ELECTRIC INC. TAYLOR DOUGLAS  
ROSS, and  
PARKWAY CONSTRUCTION GP, LLC

RESPONDENTS

**PETITION TO THE COURT**

ON NOTICE TO:

MBA ASSET MANAGEMENT INC.  
(registered and records office)  
1277 West King Edward Avenue,  
Vancouver, BC V6H 1Z8

IFLYVANCOUVER INC.  
(registered and records office)  
33695 South Fraser Way,  
Abbotsford, BC V2S 2C1

FREE FLIGHT FORMATION INC.  
(registered and records office)  
33695 South Fraser Way,  
Abbotsford, BC V2S 2C1

1088384 B.C. LTD.  
(registered and records office)  
33695 South Fraser Way,  
Abbotsford, BC V2S 2C1

TDR ELECTRIC INC.  
(registered and records office)  
1273 Clark Drive,  
Vancouver, BC V5L 2K6

PARKWAY CONSTRUCTION GP, LLC  
(Attorney Address)  
Victoria Corporate Records Ltd.  
4529 Melrose Street,  
Port Alberni, BC V9Y 1K7

This proceeding is brought for the relief set out in Part 1 below by the person named as Petitioner in the style of proceedings above.

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

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the petitioner(s)
  - (i) 2 copies of the filed response to petition, and
  - (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

**Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.**

#### TIME FOR RESPONSE TO PETITION

A response to petition must be filed and served on the petitioner(s),

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

(1)	The address of the registry is: 800 Smithe Street Vancouver, BC V6Z 2E1
-----	---

(2)	<p>The ADDRESS FOR SERVICE of the petitioner(s) is:          #1800-999 West Hastings Street          Vancouver, B.C.          V6C 2W2          (Attention: Jef Poulsen)</p> <p>Fax number address for service (if any) of the petitioner(s):</p> <p>E-mail address for service (if any) of the petitioner(s):  <u><a href="mailto:contact@poulsenlaw.com">contact@poulsenlaw.com</a></u></p>
(3)	<p>The name and office address of the petitioner's(s') lawyer is:          Jef Poulsen,          POULSEN &amp; COMPANY          1800-999 West Hastings Street          Vancouver, B.C.          V6C 2W2</p>

## Form 11

(Rule 4-5(2))

ENDORSEMENT ON ORIGINATING PROCESS  
 FOR SERVICE OUTSIDE BRITISH COLUMBIA

*[Rule 22-3 of the Supreme Court Civil Rules applies to all forms]*

The Petitioner claims the right to serve this Petition on the Respondents outside British Columbia on the ground that the proceeding concerns contractual obligations, and the contractual obligations, to a substantial extent, were to be performed in British Columbia, or by its express terms, the contract is governed by the law of British Columbia, and pursuant to sections 10(e)(i) and 10(e)(ii) of the *Court Jurisdiction and Proceedings Transfer Act*.

**CLAIM OF THE PETITIONER****Part 1: ORDER(S) SOUGHT**

1. A Declaration that the Indenture of Mortgage and Assignment of Rents dated the 16<sup>th</sup> day of December, 2019, made between the Respondent, MBA ASSET MANAGEMENT INC. as Mortgagor, and the Petitioner, as Mortgagee, and registered in the New Westminster Land Title Office on the 31st day of December, 2019 under numbers CA7956328 and CA795629 (the "Mortgage") is a Mortgage charging the following lands:

ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying and being in the City of Richmond, in the Province of British Columbia being more particularly known and described as:

PID: 028-018-141  
Lot 4 Section 22 Block 5 North Range 6  
New Westminster District Plan BCP42058

(the "Lands and Premises")

in priority to any right, title or interest of any of the Respondents in the Lands and Premises.

2. A Declaration that the Respondent, MBA ASSET MANAGEMENT INC. has made default under the Mortgage and of the amount of money due and owing under the Mortgage and of the amount of money required to redeem the Lands and Premises.
3. An Order setting the last date for redemption.
4. A Declaration that the amount required to redeem the Lands and Premises under the Mortgage during the redemption period herein is the principal sum of \$7,236,578.57 plus interest at the rate of Royal Bank of Canada's Prime Interest Rate per annum in

effect from time to time plus 5.00 % per annum until payment is received together with the Petitioner's costs of this proceeding, to be determined by the Court.

5. Pursuant to the Guarantee given by MBA ASSET MANAGEMENT INC. of the indebtedness of IFLYVANCOUVER INC., an Order that the Petitioner do recover Judgment against the Respondent, MBA ASSET MANAGEMENT INC. in the amount of \$7,236,578.57, plus interest at the rate of Bank of Canada's Prime Interest Rate per annum in effect from time to time plus 5.00 % per annum from after June 28, 2022 to the date of granting of the Order Nisi together with the Petitioner's costs of this proceeding, to be determined by the Court;
6. Pursuant to the direct indebtedness of IFLYVANCOUVER INC. owing to the Petitioner, an Order that the Petitioner do recover judgment against the Respondent, IFLYVANCOUVER INC. in the amount of \$11,139,135.90 plus interest at the rate of \$1,070.10 per diem from after June 28, 2022 to the date of granting of the Order Nisi together with the Petitioner's costs of this proceeding, to be determined by the Court;
7. Pursuant to the direct indebtedness of FREE FLIGHT FORMATION INC. owing to the Petitioner, an Order that the Petitioner do recover judgment against the Respondent, FREE FLIGHT FORMATION INC. in the amount of \$11,139,135.90 plus interest at the rate of \$1,070.10 per diem from after June 28, 2022 to the date of granting of the Order Nisi together with the Petitioner's costs of this proceeding, to be determined by the Court;
8. Pursuant to the Guarantee given by FREE FLIGHT FORMATION INC. of the indebtedness of IFLYVANCOUVER INC., an Order that the Petitioner do recover Judgment against the Respondent, FREE FLIGHT FORMATION INC. in the amount of \$10,286,128.69 plus interest at the rate of Bank of Canada's Prime Interest Rate per annum in effect from time to time plus 5.00 % per annum from

after June 28, 2022 to the date of granting of the Order Nisi together with the Petitioner's costs of this proceeding, to be determined by the Court;

9. Pursuant to the direct indebtedness of 1088384 B.C. LTD. owing to the Petitioner, an Order that the Petitioner do recover judgment against the Respondent, 1088384 B.C. LTD. in the amount of \$11,139,135.90 plus interest at the rate of \$1,070.10 per diem from after June 28, 2022 to the date of granting of the Order Nisi together with the Petitioner's costs of this proceeding, to be determined by the Court;
10. Pursuant to the Guarantee given by 1088384 B.C. LTD. of the indebtedness of IFLYVANCOUVER INC., an Order that the Petitioner do recover Judgment against the Respondent, 1088384 B.C. LTD. in the amount of \$10,286,128.69 plus interest at the rate of Bank of Canada's Prime Interest Rate per annum in effect from time to time plus 5.00 % per annum from after June 28, 2022 to the date of granting of the Order Nisi together with the Petitioner's costs of this proceeding, to be determined by the Court;
11. An Order that the Petitioner do recover its costs of this proceeding to be determined by the Court, and that such costs form a part of the amount of money required to redeem the Lands and Premises.
12. An Order that upon the Respondent, MBA Asset Management Inc. paying to the solicitor of record for the Petitioner or, if no such solicitor exists, then either to the Petitioner or into Court to the credit of this proceeding at the Court Registry, Courthouse, Vancouver, in British Columbia, with notice delivered to the solicitor of record for the Petitioner, the amount required to redeem the Lands and Premises as aforesaid, together with the costs of this proceeding on an ordinary costs basis at a scale to be determined by the Court on or before pronouncement of either Order Absolute of Foreclosure or an Order confirming the sale of the Lands and Premises, the Petitioner shall reconvey the Lands and Premises free and clear of the Mortgage

and shall deliver up, upon oath if required, all deeds, titles and documents in its custody, possession or power relating thereto to the Respondent, MBA Asset Management Inc. so paying or to whom they shall appoint.

13. An Order that if the Lands and Premises not be redeemed, the Petitioner shall be at liberty to apply for an Order Absolute of Foreclosure and upon pronouncement of Order Absolute of Foreclosure the Respondents, and all persons claiming by, through or under them shall henceforth stand absolutely debarred and foreclosed of and from all right, title, interest and equity of redemption in and to the Lands and Premises and that thereupon the Petitioner do recover vacant possession of the Lands and Premises.
14. An Order that the Petitioner be granted liberty to apply to this Court, or to the District Registrar of this Court, for a further summary accounting of any amounts which become due to the Petitioner for interest, taxes, arrears of taxes, insurance premiums, costs, charges, expenses or otherwise since the date of pronouncement of this Order.
15. An Order that the Petitioner's entitlement to costs in this proceeding awarded after the date of the hearing of the Petition, including any award for future costs to be assessed at a rate in excess of that allowed at the hearing of the Petition, be reserved.
16. An Order for Sale of the Lands and Premises, subject to the approval of this Honourable Court, to be pronounced at the time the Order Nisi is pronounced, but effective at the expiration of the redemption period, with the Petitioner having exclusive conduct of sale.
17. An Order appointing a Receiver, or a Receiver and Manager, of the rents and profits of the Lands and Premises.

18. A Certificate of Pending Litigation.
19. A declaration that the General Security Agreement granted by MBA ASSET MANAGEMENT INC. dated December 16, 2019 constitutes a first ranking perfected security interest over all present and after-acquired personal property of the Respondent, MBA ASSET MANAGEMENT INC. as further described in the General Security Agreement, and that the Respondent, MBA ASSET MANAGEMENT INC. is in breach of the General Security Agreement;
20. Enforcement of the perfected attached security interest created by the General Security Agreement by foreclosure or sale;
21. An inquiry as to what properties are comprised and charged by the General Security Agreement;
22. An inquiry as to what other charges and their respective priorities affect the property charged by the General Security Agreement;
23. An accounting as to what is respectively due to any other chargeholders;
24. Possession of the property, rights, assets and undertakings of the Respondent, MBA ASSET MANAGEMENT INC.;
25. Appointment of a Receiver or a Receiver Manager of MBA ASSET MANAGEMENT INC.;
26. Costs on a solicitor and own client basis as against MBA ASSET MANAGEMENT INC. pursuant to the General Security Agreement signed by it;
27. A declaration that the General Security Agreement granted by



- IFLYVANCOUVER INC. dated November 15, 2019 constitutes a first ranking perfected security interest over all present and after-acquired personal property of the Respondent, IFLYVANCOUVER INC. as further described in the General Security Agreement, and that the Respondent, IFLYVANCOUVER INC. is in breach of the General Security Agreement;
28. Enforcement of the perfected attached security interest created by the General Security Agreement by foreclosure or sale;
  29. An inquiry as to what properties are comprised and charged by the General Security Agreement;
  30. An inquiry as to what other charges and their respective priorities affect the property charged by the General Security Agreement;
  31. An accounting as to what is respectively due to any other chargeholders;
  32. Possession of the property, rights, assets and undertakings of the Respondent, IFLYVANCOUVER INC.;
  33. Appointment of a Receiver or a Receiver Manager of IFLYVANCOUVER INC.;
  34. Costs on a solicitor and own client basis as against IFLYVANCOUVER INC. pursuant to the General Security Agreement signed by it;
  35. A declaration that the General Security Agreement granted by FREE FLIGHT FORMATION INC. dated March 10, 2020 constitutes a first ranking perfected security interest over all present and after-acquired personal property of the Respondent, FREE FLIGHT FORMATION INC. as further described in the General Security Agreement, and that the Respondent, FREE FLIGHT

FORMATION INC. is in breach of the General Security Agreement;

36. Enforcement of the perfected attached security interest created by the General Security Agreement by foreclosure or sale;
37. An inquiry as to what properties are comprised and charged by the General Security Agreement;
38. An inquiry as to what other charges and their respective priorities affect the property charged by the General Security Agreement;
39. An accounting as to what is respectively due to any other chargeholders;
40. Possession of the property, rights, assets and undertakings of the Respondent, FREE FLIGHT FORMATION INC.;
41. Appointment of a Receiver or a Receiver Manager of FREE FLIGHT FORMATION INC.;
42. Costs on a solicitor and own client basis as against FREE FLIGHT FORMATION INC. pursuant to the General Security Agreement signed by it;
43. A declaration that the General Security Agreement granted by 1088384 B.C. LTD. dated December 9, 2019 constitutes a first ranking perfected security interest over all present and after-acquired personal property of the Respondent, 1088384 B.C. LTD. as further described in the General Security Agreement, and that the Respondent, 1088384 B.C. LTD. is in breach of the General Security Agreement;
44. Enforcement of the perfected attached security interest created by the General

Security Agreement by foreclosure or sale;

45. An inquiry as to what properties are comprised and charged by the General Security Agreement;
46. An inquiry as to what other charges and their respective priorities affect the property charged by the General Security Agreement;
47. An accounting as to what is respectively due to any other chargeholders;
48. Possession of the property, rights, assets and undertakings of the Respondent, 1088384 B.C. LTD.;
49. Appointment of a Receiver or a Receiver Manager of 1088384 B.C. LTD.;
50. Costs on a solicitor and own client basis as against 1088384 B.C. LTD. pursuant to the General Security Agreement signed by it;
51. Such further and other relief as to this Honourable Court may seem just.

**Part 2: FACTUAL BASIS**

1. The Petitioner, Royal Bank of Canada is a chartered bank, and has a place of business at 2<sup>nd</sup> Floor, 626 – 6<sup>th</sup> Avenue, New Westminster, BC.
2. The Respondent, MBA ASSET MANAGEMENT INC. is a company incorporated pursuant to the laws of British Columbia, having its registered and record office located at 1277 West King Edward Avenue, Vancouver BC V6H 1Z8.

3. The Respondent, IFLYVANCOUVER INC. is a company incorporated pursuant to the laws of British Columbia, having its registered and record office located at 33695 South Fraser Way, Abbotsford BC V2S 2C1.
4. The Respondent, FREE FLIGHT FORMATION INC. is a company incorporated pursuant to the laws of British Columbia, having its registered and record office located at 33695 South Fraser Way, Abbotsford BC V2S 2C1.
5. The Respondent, 1088384 B.C. LTD. is a company incorporated pursuant to the laws of British Columbia, having its registered and record office located at 33695 South Fraser Way, Abbotsford BC V2S 2C1.
6. The Respondent, TDR ELECTRIC INC. is a company incorporated pursuant to the laws of British Columbia, having its registered and record office located at 1273 Clark Drive, Vancouver, BC V5L 2K6.
7. The Respondent, PARKWAY CONSTRUCTION GP, LLC is an extraprovincial company incorporated pursuant to the laws of Texas and having an Attorney in British Columbia, Victoria Corporate Records Ltd., located at 4529 Melrose Street, Port Alberni, BC V9Y 1K7.

**DIRECT INDEBTEDNESS OF IFLYVANCOUVER INC., FREE FLIGHT FORMATION INC. AND 1088384 B.C. LTD.**

8. IFLYVANCOUVER INC., FREE FLIGHT FORMATION INC. and 1088384 B.C. LTD. are jointly and severally indebted to the Petitioner for the following:
  - (a) Master Lease Agreement dated May 27, 2020 and related leasing documents (collectively, the “Lease”) having a total balance outstanding of \$10,689,813.60 as at June 28, 2022.

The last advance was made by the Petitioner under the Lease on or about October 28, 2021. The Respondents have failed to pay the monthly payments due since January 1, 2022, and the balance owing under the Lease bears interest at the rate of \$1,070.10 per diem for each day after June 28, 2022.

9. In addition, the Respondent, IFLYVANCOUVER INC. is directly indebted to the Petitioner for the following:

(a) Revolving Demand Loan Facility, having a balance outstanding of \$449,322.30 as at June 28, 2022.

**INDIRECT INDEBTEDNESS PURSUANT TO GUARANTEES**

10. The Respondent, MBA ASSET MANAGEMENT INC. guaranteed the indebtedness of IFLYVANCOUVER INC. to the Petitioner pursuant to an Agreement of Guarantee and Postponement of Claim signed by MBA ASSET MANAGEMENT INC. in the amount of \$7,115,000.00, bearing interest at the rate of Royal Bank of Canada's Prime Interest Rate in effect from time to time plus 5.00% per annum and dated December 16, 2019 (the "MBA Guarantee"). The balance due and owing on the MBA Guarantee is the sum of \$7,236,578.57 as of June 28, 2022, and the balance bears interest at the rate of Royal Bank of Canada's Prime Interest Rate in effect from time to time plus 5.00% per annum from after June 28, 2022.

11. The Respondent, FREE FLIGHT FORMATION INC. guaranteed the indebtedness of IFLYVANCOUVER INC. to the Petitioner pursuant to an Agreement of Guarantee and Postponement of Claim signed by FREE FLIGHT FORMATION INC. in the amount of \$10,113,316.00, bearing interest at the rate of Royal Bank of Canada's Prime Interest Rate in effect from time to time plus 5.00% per annum and dated March 10, 2020 (the "Free Flight Guarantee"). The balance due and owing on the Free Flight Guarantee is the sum of \$10,286,128.69 as of June 28, 2022, and the balance bears interest at the rate of Royal Bank of Canada's Prime Interest Rate in effect from time to time plus 5.00% per annum from after June 28, 2022.

12. The Respondent, 1088384 B.C. Ltd. guaranteed the indebtedness of IFLYVANCOUVER INC. to the Petitioner pursuant to an Agreement of Guarantee and Postponement of Claim signed by 1088384 B.C. Ltd. in the amount of \$10,113,316.00, bearing interest at the rate of Royal Bank of Canada's Prime Interest Rate in effect from time to time plus 5.00% per annum and dated December 9, 2019 (the "1088384 Guarantee"). The balance due and owing on the 1088384 Guarantee is the sum of \$10,286,128.69 as of June 28, 2022, and the balance bears interest at the rate of Royal Bank of Canada's Prime Interest Rate in effect from time to time plus 5.00% per annum from after June 28, 2022.

### **THE MORTGAGE**

13. Pursuant to the Mortgage, the Respondent, MBA ASSET MANAGEMENT INC. did grant and mortgage unto the Petitioner the Lands and Premises.

14. The Respondent, MBA ASSET MANAGEMENT INC. is the registered owner of the Lands and Premises and the person entitled to the equity of redemption contained in the Mortgage.

15. The Mortgage is a collateral mortgage securing all direct and indirect indebtedness of MBA ASSET MANAGEMENT INC., present or future, owing to the Petitioner.

16. The rate of interest payable under the Mortgage is Royal Bank of Canada's Prime Interest Rate per annum in effect from time to time plus 5.000% per cent per annum ("RBP + 5%") calculated monthly on the outstanding daily balance and the Mortgage is payable on demand.

17. The Petitioner has demanded payment of the amounts due under the Mortgage and the Respondent, MBA ASSET MANAGEMENT INC. has failed or refused to pay and is in default of the Mortgage.

18. The balance due and owing under the Mortgage is the sum of \$7,236,578.57 as of June 28, 2022, and the balance bears interest at the rate of RBP + 5% from after June 28, 2022.
19. By virtue of the provisions of the Mortgage, upon such default the whole of the principal amount secured by the said Mortgage becomes due and payable at the option of the Petitioner and the same is now due and payable but has not been paid.
20. The following sets out the holders of charges, nature of charges and registration numbers of the charges registered in the Kamloops Land Title Office against the title to the Lands and Premises, all of which charges rank in priority behind the Mortgage:

<u>Respondent</u>	<u>Nature of Charge</u>	<u>Registration No.</u>
TDR ELECTRIC INC.	Builders Lien	CA8502197
PARKWAY CONSTRUCTION GP LLC	Builders Lien	CA8757568
TDR ELECTRIC INC. TAYLOR DOUGLAS ROSS	Certificate of Pending Litigation	CA9430773
PARKWAY CONSTRUCTION GP LLC	Certificate of Pending Litigation	CA9481892

21. There are no other persons having an interest in the Lands and Premises with respect to which the Mortgage has priority.

**GENERAL SECURITY AGREEMENT GRANTED BY MBA ASSET MANAGEMENT INC.**

22. MBA ASSET MANAGEMENT INC. granted a General Security Agreement – Floating Charge on Land dated December 16, 2019, in favour of the Petitioner with respect to all of its present and after-acquired personal property (the “General Security Agreement”), with respect to which a financing statement was filed in the Personal Property Registry of British Columbia on September 25, 2019 as a first ranking security interest under Base Registration Number 787532L. The failure to pay the indebtedness is a breach of the terms of the General Security Agreement entitling the Petitioner to appoint a Receiver or Receiver Manager.

23. Pursuant to the terms of the General Security Agreement, the Respondent, MBA ASSET MANAGEMENT INC. agreed to pay all costs and expenses incurred by the Petitioner (including among other things, legal fees on a solicitor and client basis) with regard to, among other things, obtaining, discharging and exercising any remedy under the General Security Agreement and enforcing or collecting any indebtedness of MBA ASSET MANAGEMENT INC. to the Petitioner.

**GENERAL SECURITY AGREEMENT GRANTED BY IFLYVANCOUVER INC.**

24. IFLYVANCOUVER INC. granted a General Security Agreement dated November 15, 2019 in favour of the Petitioner with respect to all of its present and after-acquired personal property (the “General Security Agreement”), with respect to which a financing statement was filed in the Personal Property Registry of British Columbia on September 25, 2019 as a first ranking security interest under Base Registration Number 787528L. The failure to pay the indebtedness is a breach of the terms of the General Security Agreement entitling the Petitioner to appoint a Receiver or Receiver Manager.



25. Pursuant to the terms of the General Security Agreement, the Respondent, IFLYVANCOUVER INC. agreed to pay all costs and expenses incurred by the Petitioner (including among other things, legal fees on a solicitor and client basis) with regard to, among other things, obtaining, discharging and exercising any remedy under the General Security Agreement and enforcing or collecting any indebtedness of IFLYVANCOUVER INC. to the Petitioner.

**GENERAL SECURITY AGREEMENT GRANTED BY FREE FLIGHT FORMATION INC.**

26. FREE FLIGHT FORMATION INC. granted a General Security Agreement dated March 10, 2020, in favour of the Petitioner with respect to all of its present and after-acquired personal property (the “General Security Agreement”), with respect to which a financing statement was filed in the Personal Property Registry of British Columbia on March 24, 2020 as a first ranking security interest under Base Registration Number 137877M. The failure to pay the indebtedness is a breach of the terms of the General Security Agreement entitling the Petitioner to appoint a Receiver or Receiver Manager.

27. Pursuant to the terms of the General Security Agreement, the Respondent, FREE FLIGHT FORMATION INC. agreed to pay all costs and expenses incurred by the Petitioner (including among other things, legal fees on a solicitor and client basis) with regard to, among other things, obtaining, discharging and exercising any remedy under the General Security Agreement and enforcing or collecting any indebtedness of FREE FLIGHT FORMATION INC. to the Petitioner.

**GENERAL SECURITY AGREEMENT GRANTED BY 1088384 B.C. LTD.**

28. 1088384 B.C. LTD. granted a General Security Agreement – Floating Charge on Land dated December 9, 2019, in favour of the Petitioner with respect to all of its present and after-acquired personal property (the “General Security Agreement”), with respect to which a financing statement was filed in the Personal Property Registry of British Columbia on January 3, 2020 as a first ranking security interest under Base Registration Number 985294L. The failure to pay the indebtedness is a breach of the terms of the General Security Agreement entitling the Petitioner to appoint a Receiver or Receiver Manager.
  
29. Pursuant to the terms of the General Security Agreement, the Respondent, 1088384 B.C. LTD. agreed to pay all costs and expenses incurred by the Petitioner (including among other things, legal fees on a solicitor and client basis) with regard to, among other things, obtaining, discharging and exercising any remedy under the General Security Agreement and enforcing or collecting any indebtedness of 1088384 B.C. LTD. to the Petitioner.
  
30. The Respondents, MBA ASSET MANAGEMENT INC., IFLYVANCOUVER INC., FREE FLIGHT FORMATION INC., AND 1088384 B.C. LTD. have made default in payment of the debts, Guarantees and Mortgage referred to above and the Petitioner has demanded payment but the said Respondents have refused or neglected to pay the amounts claimed.

**Part 3: LEGAL BASIS**

1. The petitioner will rely on, inter alia, Rules 21-7 and 10-2 of the Supreme Court Civil Rules.
2. *Personal Property Security Act*, R.S.B.C. 1996, c.359

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

1. Affidavit #1 of Juergen Manski made July 12, 2022.

The petitioner(s) estimate(s) that the hearing of the petition will take 20 minutes.

Dated: July 20 2022



\_\_\_\_\_  
 Signature of  
 petitioner  
 lawyer for petitioner(s)  
 JEF POULSEN

<b><i>To be completed by the court only:</i></b>	
Order made	
<input type="checkbox"/>	in the terms requested in paragraphs _____ <i>[specify]</i> of Part 1 of this notice of application
<input type="checkbox"/>	with the following variations and additional terms:
Dated: <i>[month, day, year]</i> .	_____ Signature of <input type="checkbox"/> Judge <input type="checkbox"/> Master

No.  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

MBA ASSET MANAGEMENT INC., IFLYVANCOUVER INC.,  
FREE FLIGHT FORMATION INC., 1088384 B.C. LTD.,  
TDR ELECTRIC INC. also known as TDR ELECTRIC INC. TAYLOR DOUGLAS  
ROSS, and  
PARKWAY CONSTRUCTION GP, LLC

RESPONDENTS

---

**PETITION TO THE COURT**

---

POULSEN & COMPANY  
Barristers & Solicitors  
1800 – 999 West Hastings Street  
Vancouver, BC V6C 2W2  
Tel: 604-681-0123  
Fax: 604-683-1375