

- FORM 87 -
Notice and Statement of the Receiver
(Subsections 245(1) and 246(1) of the Act)

IN THE MATTER OF THE RECEIVERSHIP OF
BRIERE PRODUCTION GROUP INC.

The Receiver gives notice and declares that:

1. On the 1st day of May 2025, BDO Canada Limited became the Receiver (the "Receiver") in respect of the assets, undertakings and properties (the "Assets") of Briere Production Group Inc. (the "Company").
2. BDO Canada Limited became a Receiver by virtue of being appointed by the Supreme Court of British Columbia pursuant to an Order of the Honourable Justice Walker dated the 10th of April 2025 to be effective May 1, 2025, in Action No. S-S-251915. A copy of the Court Order is attached.
3. The Receiver has taken possession of the assets on May 1, 2025.
4. The following information relates to the receivership:
 - (a) Address: 8061 Lougheed Hwy, Burnaby, BC, V5A 1W9
 - (b) Principal line of business: Audio and Video Production Services
 - (c) Location(s) of business: Burnaby, BC
 - (d) Amount owed to each creditor who holds a security on the Assets described above:

Canada Revenue Agency	Unknown
Employees	Unknown
Royal Bank of Canada	\$1.6 million
Business Development Bank of Canada	Unknown
On Deck Capital Canada Inc.	Unknown
Meridian Onecap Credit Corp.	Unknown
Ford Credit Canada Leasing	Unknown
Vault Credit Corporation	Unknown
BC Minister of Finance	Unknown
The Toronto-Dominion Bank	Unknown

5. The list of other creditors and the amount owed to each creditor and the total amount due is attached as Appendix A.

**Briere Production Group Inc., in Receivership
Appendix A**

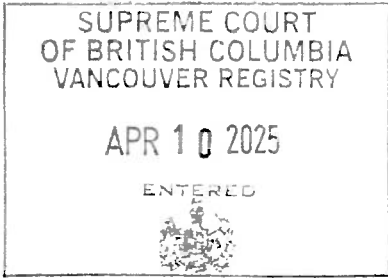
Secured Creditors:

Creditors	Address	City	Province	Postal Code	Estimated Balance Owning
1 Royal Bank of Canada	36 York Mills Road, 4th Floor	Toronto	ON	M2P 0A4	1,588,480
2 Business Development Bank of Canada	1500 - 1133 Melville Street	Vancouver	BC	V6E 4E5	
3 On Deck Capital Canada Inc.	1825-1100 Rene Levesque O.	Montreal	QC	H3B 4N4	
4 Meridian Onecap Credit Corp.	204-3185 Willingdon Green	Burnaby	BC	V5G 4P3	
5 Ford Credit Canada Leasing	Box 1800 RPO Lakeshore West	Oakville	ON	L6K 0J8	
6 Vault Credit Corporation	41 Scarsdale Road, Suite 5	Toronto	ON	M3B 2R2	
7 Receivables Management Office - Lisa Cannell	3350 Douglas Street, 2nd Floor	Victoria	BC	V8W 9V8	
8 The Toronto-Dominion Bank	400-329 North Road	Coquitlam	BC	V3K 3V8	
Total Secured Creditors					1,588,480

Unsecured Creditors:

Creditors	Address	City	Province	Postal Code	Estimated Balance Owning
1 Canada Revenue Agency	9755 King George Blvd	Surrey	BC	V3T 5E1	1,104,210
2 WorkSafeBC	PO Box 5350 Stn Terminal	Vancouver	BC	V6B 5L5	-
3 aDB Structural Engineering Inc.	670 Evans Ave	Vancouver, BC	BC	V6A 2K9	10,534
4 Agility AVL USD	6808 26th St E #102	Fife, WA	WA	98424	8,390
5 Air Canada	7373 Cte Vertu Boulevard West	Saint-Laurent, QC	QC	H4S 1Z3	1,458
6 ALASKA UNIVERSAL PRODUCTIONS	2760 Phillips Field Rd	Fairbanks, AK	AK	99709	763
7 Andrew Callegari					270
8 Apex Sound & Light Corporation	1845 Clements Rd, Suite #100	Pickering, ON	ON	L1W 3R8	9,534
9 Ascent Employment Law Corporation	422 Richards St #170	Vancouver, BC	BC	V6B 2Z4	978
10 Austin Zimmerman (Subcontractor)					1,163
11 AV Shop	235 Hood Rd #1	Markham, ON	ON	L3R 4N3	4,171
12 BC Ferries	Suite 500, 1321 Blanshard Street	Victoria, BC	BC	V8W 0B7	589
13 BCD Holdings (Phoenix Truck and Crane)	1725 Coast Meridian Rd.	Port Coquitlam, BC	BC	V3C 3T7	2,280
14 Benesch Friedlander Coplan & Aronoff LLP	127 Public Square, Suite 4900	Cleveland, OH	OH	44114	28,805
15 Big Red Leaf Entertainment Sean Bredo (Subcontractor)					165
16 Blackstone Integrated Management Systems Ltd.					1,208
17 Briere Production Group INC	8061 Lougheed Hwy.	Burnaby, BC	BC	V5A 1W9	-
18 Briere Transportation Ltd.	8061 Lougheed Hwy. #150	Burnaby, BC	BC	V5A 1W9	84,457
19 Briere Transportation Ltd. (USD)	1455 NW Leary Way. Suite 400.	Seattle, WA	WA	98107	21,465
20 Bryan Block (Subcontractor - Surveying)	91 Block Crest Ct.	Kalispell, MT	MT	59901	534
21 Canadian Urban	10572 105 St NW	Edmonton, AB	AB	T5H 2W7	22,433
22 Canco Cranes & Equipment Ltd.	19299 94 Ave #20	Surrey, BC	BC	V4N 4E6	12,770
23 CAP Logistics	4120 Jackson St.	Denver, CO	CO	80216	2,756
24 Carl Schmidt (SUBCONTRACTOR)					1,523
25 CENTERSTAGING	3406 Winona Ave.	Burbank, CA	CA	91504	217
26 Chicago Sound & Backline	430 Berkshire St.	Oak Park, IL	IL	60302	425
27 Chris White (SUBCONTRACTOR)					2,085
28 Christie Lites Vancouver	10 King Edward St, Unit #103	Coquitlam, BC	BC	V3K 0E7	(474)
29 Cintas	6800 Cintas Boulevard	Mason, OH	OH	45040	1,232
30 Connections Film & Video	P.O. Box 110929	Anchorage, Alaska	AK	99511	545
31 Cory Olson (SUBCONTRACTOR)					13,007
32 Darcy Beck (SUBCONTRACTOR)					8,179
33 Deluxe					2,175
34 Design & Web Dev. Services					2,400
35 Driving Force	11025 - 184 Street	Edmonton, Alberta	AB	T5S 0A6	1,815
36 Drysdale Bacon McStravick	95 Schooner St #100	Coquitlam, BC	BC	V3K 7A8	2,991
37 Emo North Customs Brokers Ltd	108-7420 Airport Rd.	Mississauga, ON	ON	L4T 4E5	14,385
38 EMO Trans(Canada) Freight Ltd.	1550 Enterprise Rd.	Mississauga, ON	ON	L4W 4P4	100
39 Eventpower	5205 Woodleaf Court	Centreville, VA	VA	20120	37
40 Fastfrate	9701 Highway 50	Woodbridge, ON L4L	ON	L4H 2G4	969
41 FedEx	3610 Hacks Cross Road	Memphis, TN	TN	38125	3,483
42 Flex Rental Solutions LLC.	826 S 325 W	Orem, Utah	UT	84058	1,484
43 FortisBC	16705 Fraser Highway	Surrey, BC	BC	V4N 0E8	(1,769)
44 Front Row Insurance Brokers	1788 W Broadway Suite 801	Vancouver, BC	BC	V6J 1Y1	1,628
45 Fusion Cine	1469 Venables Street	Vancouver, BC	BC	V5L 2G1	1,957
46 Gall Ksionzyk (SUBCONTRACTOR)					5,268
47 GALLAGHER STAGING NASHVILLE INC	760 Cowan St.	Nashville, TN	TN	37207	6,183
48 Gearforce Equipment Rentals	#107A-81 Golden Drive	Coquitlam, BC	BC	V3K 6R2	1,764
49 Gehlen Dabbs Lawyers	1201-1030 W Georgia St	Vancouver, BC	BC	V6E 2Y3	3,808
50 Geoff Dueck (SUBCONTRACTOR)					6,783
51 George Fox					2,257
52 GFL Environmental	100 New Park Place, Suite 500	Vaughan, ON	ON	L4K 0H9	868
53 Global Trend Productions	10537 Glenoaks Blvd Suite A.	Pacoima, CA	CA	91331	1,314
54 Grizzly Force	1731 555 4th Ave SW	Calgary, AB	AB	T2P 3E7	1,008
55 HD Supply Brafasco Brock White	5484 76 Avenue Southeast	Calgary, AB	AB	T2C 4S3	35
56 Ideal Door Ltd	1-7449 Hume Ave	Delta, BC	BC	V4G 1C3	438
57 Illumixx Canada inc	3200 Ridgeway Dr Unit 7 & 8	Mississauga, ON	ON	L5L 5Y6	1,834
58 Intelligent Lighting Creations	2461 East Oakton St.	Arlington Heights, IL	IL	60005	61
59 Innovation Lighting	7818 Express St	Burnaby, BC	BC	V5A 1T4	1,794
60 Jam Industries Ltd.	21000 Route Transcanadienne	Baie-d'Urfé, QC	QC	H9X 4B7	64,518
61 KPMG LLP	333 Bay Street, Suite 4600	Toronto, Ontario	ON	M5H 2S5	43,502
62 LABOURCO SERVICES LTD	Suite 2255-4871 Shell Road	Richmond, BC	BC	V6X 3Z6	567
63 Liam Rainey (SUBCONTRACTOR)					1,044
64 Long & McQuade	580 Granite Court	Pickering, Ontario	ON	L1W 3X6	764
65 Madill - The Office Company	P.O. Box 1240	Ladysmith, British C	BC	V9G 1A8	597
66 Meyerpro inc (USD)	3123 NW Industrial St.	Portland, OR	OR	97210	3,192
67 Ministry of Finance	Ministry of Finance PO Box 9445	Victoria, BC	BC	V8W 9V5	149

68 MITCHELL PRESS LTD	8328 Riverbend Ct	Burnaby, BC	BC	V3N 5C9	614
69 monday.com					255
70 Musora Media Group	107-31265 Wheel Ave.	Abbotsford, BC	BC	V2T 6H2	280
71 Nationwide Wholesale Video, Inc.	50888 Century Court	Wixom, Michigan	MH	48393	87,371
72 Nicholas Garcia (subcontractor)					4,082
73 Nicolas Gregoire (SUBCONTRACTOR)					135
74 Nolan Freeman					144
75 North Shore Driving School Ltd	1821 Lonsdale Ave.	North Vancouver, BC	BC	V7M 2J8	1,750
76 Objectified Software Inc.	255 East Pl.	Saskatoon SK	SK	S7J 2Y2	7
77 OVG Media & Conferences, LLC	5050 S Syracuse St., Suite 800	Denver, CO	CO	80237	2,733
78 Paragon Communications	41 Main St.	Bolton, MA	MA	01740	5,007
79 PJ Ronan (Subcontractor)					6,258
80 PPC Marketing Solutions	11289 244 St.	Maple Ridge, BC	BC	V2W 0H4	171
81 ProShow Audiovisual	#117 – 3016 10th Avenue NE	Calgary, AB	AB	T2A 6A3	(668)
82 R90 Lighting USD	6335 1st Ave S, Ste 1	Seattle, Washington WA		98108	20,133
83 Ramada Inn (Canada head office)	708 8th Avenue S.W.	Calgary, AB	AB	T2P 1H2	2,055
84 Randal Lewis (subcontractor)					7,205
85 Regal Customs Brokers Inc (USD)	140 Baltimore Avenue, 2nd Floor	Massapequa, New Y NY		11758	15,422
86 Reid Hill (SUBCONTRACTOR)					1,443
87 Rico Domirti					791
88 Riggitt Services Inc	8021 Enterprise St.	Burnaby, BC	BC	V5A 1V5	2,826
89 Robert Half	225 6 Ave SW Suite 1430	Calgary, AB	AB	T2P 3S9	28,612
90 Robert Krysl (SUBCONTRACTOR)					752
91 Rogers Wireless	333 Bloor Street East, 10th Floor	Toronto, Ontario	ON	M4W 1G9	11,527
92 Sean Esler (SUBCONTRACTOR)					504
93 Second Narrows Technology Solutions Inc	2999 Underhill Ave #306	Burnaby, BC	BC	V5A 3C2	992
94 SF Marketing Inc.	325 Bouchard Boulevard	Dorval, Quebec	QC	H9S 1A9	23,875
95 Sheldon Hillman (SUBCONTRACTOR)					417
96 ShowMax Event	8388 Prince Edward St.	Vancouver, BC	BC	V5X 3R9	8,347
97 Showtech AVL	205 - 7475 Hedley Ave.	Burnaby, BC	BC	V5E 2R1	444
98 Simon Wilkins (SUBCONTRACTOR)					7,907
99 Sound Art Calgary Inc.	6027 79 Ave SE #2113	Calgary, AB	AB	T2C 5P1	3,266
100 Speedee Transport	5355 152 St #105	Surrey, BC	BC	V3S 5A5	7,401
101 Square Wave Pty Ltd.	59 BEAVER STREET MALVERN EAST, VICTORI.VICTORIA, 3145 Australia			3145	111
102 StageFab Custom Manufacturing Inc.	7475 Hedley Ave #201	Burnaby, BC	BC	V5E 2R1	599
103 Stageline Mobile Stage	827 Bd de l'Ange-Gardien	L'Assomption, QC	QC	J5W 1T3	10,489
104 Stages Northwest, Inc.	16825 SE 130th Ave.	Clackamas, OR	OR	97015	17,281
105 Sterling Backcheck Canada Corp.	100 King Street West First Canadian Place, Suite 1	Toronto, ON	ON	M5X 1C9	1,604
106 Steven Rempel (SUBCONTRACTOR)					784
107 SW Event Technology	#1-325 Bay Ave.	Kelowna, B.C.	BC	V1Y 7S3	-
108 Telus Communications	510 Georgia St W SUITE 100	Vancouver, British C	BC	V6B 0M3	938
109 TMS Production Integration	7510 Burlington St.	Omaha, NE	NE	68127	917
110 Trello	55 Broadway, 25th Floor	New York, NY	NY	10006	118
111 Tyler Truss Systems	1810 Fairfield Ln Suite 100	Pendleton, IN	IN	46064	227
112 Ukrainetz Workplace Law Group	3310 Centennial Dr Unit 2	Vernon, BC	BC	V1T 2T7	3,226
113 Uniclean Systems Inc.	927 Brunette Ave #203	Coquitlam, BC	BC	V3K 1C8	1,848
114 Vertical Staffing Resources Inc.	1 Gateway Blvd, Suite 305	Brampton, ON	ON	L6T 0G3	527
115 Victoria Humane Society	4217 Glanford Ave	Victoria, BC	BC	V8Z 4B9	50
116 VIP Production Northwest	724 N Madelia St.	Spokane, WA	WA	99202	10,825
117 Volt Lites, Inc	3000 N Kenwood St.	Burbank, CA	CA	91505	4,471
118 West Coast Technology Works Ltd.	404-1688 152 St.	Surrey, BC	BC	V4A 4N2	20,535
119 Whirlwind Music Dist., Inc.	99 Ling Road	Rochester, NY	NY	14612	561
120 William F. White International Inc.	5750 76 Ave SE Unit 50	Calgary, AB	AB	T2C 5N5	901
121 Woodhouse & Associates Inc.	8898 Heather St.	Vancouver, BC	BC	V6P 3S8	420
122 Xcite Plus Event & Marketing A/P	#115, 8811 Laurel St.	Vancouver, BC	BC	V6P 5Z1	806
123 Xerox	201 Merritt 7	Norwalk, Connecticut	CT	06851-1056	1,017
124 Yamaha Canada (Music)	135 Milner Avenue	Toronto, ON	ON	M1S 3R1	1,701
Total Unsecured Creditors					1,857,089
Total Creditors					3,445,569



No. S-S-251915
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

ROYAL BANK OF CANADA

Plaintiff

- and -

**BRIERE PRODUCTION GROUP INC.
BRIERE TRANSPORTATION LTD.
CHRISTOPHER BRIERE**

Defendants

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE

JUSTICE J. WALKER

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08/APRIL/2025

ON THE APPLICATION of Royal Bank of Canada (the "**Applicant**") for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") appointing BDO Canada Limited ("**BDO**") as Receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of Briere Production Group Inc. and Briere Transportation Limited (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Eric Desmarais sworn March 5, 2025 and the affidavit of Chelsea Denton sworn March 13, 2025 and the consent of BDO to act as the Receiver and Receiver and Manager; AND ON HEARING Jordan Schultz, Counsel for Royal Bank of Canada and other counsel as listed on Schedule "A" hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

TERMS

1. All terms of this Order will take effect on Thursday, May 1, 2025 at 9:00 am PST, without further order (the “**Effective Date**”).

APPOINTMENT

2. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA BDO is appointed as of the Effective Date as Receiver and Receiver and Manager, without security, of all of the assets, undertakings and property of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds (the “**Property**”).

RECEIVER’S POWERS

3. Upon appointment, the Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these

amounts, including, without limitation, enforcement of any security held by the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person. For greater certainty, the Receiver shall have no obligation to act in respect of the Property prior to the Effective Date.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith from the date of this Order advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons, other than governmental authorities, shall forthwith from the date of this Order advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
6. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall

require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. From and after the Effective Date no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. From and after the Effective Date no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended as of the Effective Date except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver

or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

11. Following the Effective Date no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are restrained as of the Effective Date until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Effective Date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the Effective Date from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the Effective Date or thereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

15. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

17. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
18. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
19. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

20. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

21. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
23. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. The Receiver is authorized and empowered as of the Effective Date to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
25. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
26. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
27. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

28. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

29. The Receiver shall establish and maintain a website in respect of these proceedings at ~~[WEB ADDRESS]~~ (the "**Website**") and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
30. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule C (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
31. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
32. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
33. Notwithstanding paragraph 31 of this Order, service of the Notice of Application and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
34. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and

their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

35. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
36. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
37. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
38. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
39. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
40. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

41. Endorsement of this Order by counsel appearing on this application other than the Applicant is dispensed with.

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

APPROVED BY:



- *Catherine Ewasick*
Signature of ~~Jordan Schultz~~
lawyer for Applicant

BY THE COURT



DISTRICT REGISTRAR



SCHEDULE "A"
LIST OF COUNSEL

Name of Counsel	Appearing for

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____
AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the Receiver and Receiver and Manager (the "Receiver") of all of the assets, undertakings and properties of Briere Production Group Inc. and Briere Transportation Limited acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Supreme Court of British Columbia (the "Court") dated the 8th day of April, 2025 (the "Order") made in SCBC Action No. _____ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 202_____.

BDO Canada Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per:
Name:
Title:

Schedule "C"

Demand for Notice

TO: Royal Bank of Canada
c/o Dentons LLP
Attention: Jordan Schultz and Catherine Ewasiuk
Email: Jordan.schultz@dentons.com and
catherine.ewasiuk@dentons.com

AND TO: BDO Canada Limited.

Re: In the matter of the Receivership of Briere Production Group Inc. and Briere Transportation Limited

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By facsimile, at the following facsimile number (or numbers):

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

Action No. S-_____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

PLAINTIFF

AND

BRIERE PRODUCTION GROUP INC.

BRIERE TRANSPORTATION LTD.

CHRISTOPHER BRIERE

DEFENDANTS

RECEIVERSHIP ORDER

DENTONS CANADA LLP
BARRISTERS & SOLICITORS
250 Howe Street, 20th Floor
Vancouver, BC V6C 3R8
Phone No.: (604) 687-4460
Attention: Jordan Schultz

6. The Receiver is still assessing its options to dispose of the Assets.
7. Contact person for Receiver:

BDO Canada Limited
Unit 1100, 1055 W Georgia St
Vancouver, BC V6E 3P3

Attention: Alykhan Bandali
E: abandali@bdo.ca
Tel: (604) 331-6063
Fax: (604) 688-5132

Dated at the City of Vancouver in the Province of British Columbia, this 7th day of May 2025.

BDO CANADA LIMITED
In its Capacity as Court Appointed Receiver of
Briere Production Group Inc.
And Not in its Personal Capacity
Per:



Chris Bowra
Licensed Insolvency Trustee



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

RECEIVER: CHRISTOPHER BOWRA
BDO CANADA LIMITED / BDO CANADA LIMITÉE
Royal Center, PO Box 11101
1100-1055 West Georgia Street
Vancouver, BRITISH COLUMBIA
V6E 3P3

DATE: May 9, 2025

RE: Filing of Receivership and Reporting Duties of Receiver

ESTATE NAME: Briere Production Group Inc.

ESTATE NO: 11-254783

Dear Sir/Madam,

We write to acknowledge receipt of Form 87, Notice and Statement of the Receiver, for the above noted receivership. Please note the assigned estate number and ensure this number is on all future correspondence.

As a reminder, subsection 246(2) of the Bankruptcy and Insolvency Act (BIA) and Rule 126 of the Bankruptcy and Insolvency General Rules require the receiver to prepare interim reports relating to the receivership at least once every six months and provide copies thereof to the Superintendent, to the insolvent person or the Licensed Insolvency Trustee (in the case of a bankrupt) and to any creditor who requested a copy.

In addition, pursuant to subsection 246(3) of the BIA and Rule 127, the receiver shall, after completion of his/her duties, prepare a final report and a statement of accounts containing the prescribed information relating to the receivership and provide a copy thereof to the Superintendent, to the insolvent person or the Licensed Insolvency Trustee (in the case of a bankrupt) and to any creditor who requested a copy.

Please contact this office should you have any questions regarding any of the above.

Superintendent of Bankruptcy

300 Georgia Street W, Suite 2000, Vancouver, BRITISH COLUMBIA, V6B 6E1,
877/376-9902

Canada 