



Court File No. **VLC-S-S-244399**

Court No.
Vancouver Registry

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

**IN THE MATTER OF THE RECEIVERSHIP OF
VERNON RECREATIONAL PRODUCTS (VRP) SALES AND SERVICE LTD. and
1390951 B.C. LTD.**

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

**VERNON RECREATIONAL PRODUCTS (VRP) SALES AND SERVICE LTD.,
1390951 B.C. LTD., DOUGLAS ROBERT THIBAUT,
MICHAEL ROY GOODWIN AND MURRAY BLAIR SULLIVAN**

RESPONDENTS

PETITION TO THE COURT

ON NOTICE TO:

The Respondents at the addresses listed in **Schedule "A"** hereto.

The address of the registry is: Vancouver Registry
800 Smithe Street
Vancouver, B.C., V6Z 2E1

The Petitioner estimates that the hearing of the petition will take 10 minutes.

[X] This matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below, by

[X] 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
 - (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 A RESPONSE TO PETITION

A response to petition must be filed and served on the Petitioner,

- (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 for service of the Petitioner is: BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
200 Burrard Street
P.O. Box 48600
Vancouver, B.C., V7X 1T2
Attention: Ryan Laity and Jennifer Pepper

Fax number address for service (if any) of the Petitioner: None.

E-mail address for service (if any) of the Petitioner: rlaity@blg.com and jpepper@blg.com

- (2) The name and office address of the Petitioner's lawyer is: BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
200 Burrard Street
P.O. Box 48600
Vancouver, B.C., V7X 1T2
Attention: Ryan Laity and Jennifer Pepper

CLAIM OF THE PETITIONER

PART 1: ORDERS SOUGHT

1. An Order appointing BDO Canada Limited as receiver and manager (the “**Receiver**”) of all the assets, undertakings and properties of Vernon Recreational Products (VRP) Sales and Service Ltd. (the “**Borrower**”) and 1390951 B.C. Ltd. (“**1390951**”) on substantially the terms of the draft Order attached as **Schedule “B”** hereto.
2. An Order for any further relief that this Honourable Court may seem just.

PART 2: FACTUAL BASIS

The Parties

5. The Petitioner, Royal Bank of Canada (“**RBC**”), is a chartered bank carrying on business in British Columbia and elsewhere in Canada.
6. The Respondent, the Borrower, is a company incorporated pursuant to the laws of the Province of British Columbia.
7. The Respondent, 1390951, is a company incorporated pursuant to the laws of the Province of British Columbia.
8. The Respondent, Douglas Robert Thibault (“**Thibault**”), is an individual residing in the Province of British Columbia.
9. The Respondent, Michael Roy Goodwin (“**Goodwin**”), is an individual residing in the Province of British Columbia.
10. The Respondent, Murray Blair Sullivan (“**Sullivan**” and, collectively with 1390951, Thibault and Goodwin, the “**Guarantors**” and, together with the Borrower, the “**Loan Parties**”), is an individual residing in the Province of British Columbia.

Background

11. The Borrower operates a recreational vehicle dealership situated in Vernon, British Columbia. The Borrower has been in default of its obligations to RBC since December 2022, details of which are set out below. The Borrower is also a guarantor of 1390951.

12. 1390951 operates a recreational vehicle dealership situated in Kamloops, British Columbia. 1390951 is an affiliate and guarantor of the Borrower.

The Loans and Security

13. Pursuant to a credit agreement dated February 9, 2021 (the “**Original Credit Agreement**”), as amended by a first amendment to credit agreement dated April 26, 2021 (the “**First Amending Agreement**”), a second amendment to credit agreement dated May 12, 2021 (the “**Second Amending Agreement**”), a third amendment to credit agreement dated July 25, 2022 (the “**Third Amending Agreement**”), a fourth amendment to credit agreement dated February 1, 2023 (the “**Fourth Amending Agreement**”), and a fifth amendment to credit agreement dated May 9, 2023 (the “**Fifth Amending Agreement**” and, collectively with the Original Credit Agreement, the First Amending Agreement, the Second Amending Agreement, the Third Amending Agreement, the Fourth Amending Agreement, and as may be further amended, revised, restated, replaced or modified from time to time, the “**Credit Agreement**”), between the Borrower, as borrower, and RBC, as lender, RBC made available to the Borrower various credit facilities (collectively, the “**Loans**”).
14. The Loans made available to the Borrower are categorized into five segment types: (i) New RV Facilities, (ii) Used RV Facilities, (iii) Term Loan Facilities, (iv) Operating Facility, and (v) corporate credit card facility.
15. Pursuant to the Credit Agreement, all credit facilities are repayable immediately upon written demand by RBC, except for the Term Facilities (two of which have now matured and are past due).
16. Pursuant to the terms and conditions of the Credit Agreement, the Guarantors granted the following guarantees in favour of RBC, guaranteeing all of the Borrower’s obligations to RBC (collectively, the “**Guarantees**”):
 - (a) an unlimited guarantee and postponement of claim dated March 9, 2021, granted by Thibault in favour of RBC ;
 - (b) an unlimited guarantee and postponement of claim dated March 9, 2021, granted by Goodwin in favour of RBC;
 - (c) an unlimited guarantee and postponement of claim dated March 9, 2021, granted by Sullivan in favour of RBC; and

- (d) an unlimited guarantee and postponement of claim dated February 7, 2023 (the “**1390951 Guarantee**”), granted by 1390951 in favour of RBC.
17. As security for the debts, liabilities and obligations under the Credit Agreement and 1390951 Guarantee, the Borrower and 1390951 granted certain collateral security in favour of RBC (collectively, the “**Security**”), including, without limitation:
- (a) a general security agreement dated March 9, 2021, granted by the Borrower in favour of RBC for which a financing statement was registered in the British Columbia Personal Property Registry (the “**BC PPR**”) on March 10, 2021, under Base Registration Number 821660M;
 - (b) a general security agreement dated February 7, 2023, granted by 1390951 in favour of RBC (the “**1390951 GSA**”), for which a financing statement was registered in the BC PPR on February 3, 2023, under Base Registration Number 340834P;
 - (c) a collateral mortgage, containing an assignment of rents, in the principal amount of \$4,330,000, dated March 9, 2021, granted by the Borrower in favour of RBC and registered in the Kamloops Land Title Office on March 15, 2021, under Registration Nos. CA8842618 (as a mortgage) and CA8842619 (as an assignment of rents), charging the real properties located at:
 - (i) 6255 Highway 97, Vernon, B.C., and legally described as PID: 004-768-981, Lot 2 Sections 11 and 14 Township 8 Osoyoos Division Yale District Plan 27607 Except Plan H16713;
 - (ii) 6256 Pleasant Valley Road, Vernon, B.C., and legally described as PID: 005-446-937, Lot 6 Section 11 Township 8 Osoyoos Division Yale District Plan 25512; and
 - (iii) 6395 Highway 97, Vernon, B.C., and legally described as PID: 017-856-515, Lot A Section 14 Township 8 Osoyoos Division Yale District Plan KAP47732;(collectively, the “**Properties**”);
 - (d) a dealer inventory security agreement dated March 9, 2021, granted by the Borrower in favour of RBC for which a financing statement was registered in the BC PPR on March 10, 2021, under Base Registration Number 821667M;

- (e) regarding security pursuant to Section 247 of the *Bank Act* (Canada):
- (i) an authorization and direction re: Section 427 *Bank Act* security dated March 9, 2021, granted by the Borrower in favour of RBC;
 - (ii) a notice of intention dated March 8, 2021, granted by the Borrower in favour of RBC;
 - (iii) a promise to give security under Section 427 of the *Bank Act* and warehouse receipts and/or bills of lading dated March 10, 2021, granted by the Borrower in favour of RBC;
 - (iv) an agreement as to loans and advances and security under Section 427 of the *Bank Act* for such loans and advances dated March 10, 2021, granted by the Borrower in favour of RBC; and
 - (v) an assignment under Section 427 of the *Bank Act* dated March 10, 2021, granted by the Borrower in favour of RBC; and
- (f) a postponement and assignment of claim dated February 7, 2023, granted by 1390951 in favour of RBC.

Protracted Defaults and Demand

18. Since December 2022, the Borrower has breached certain financial covenants and otherwise been in default pursuant to the Credit Agreement, including without limitation, as follows (capitalized terms are as defined in the Credit Agreement):
- (a) as of December 31, 2022, its Current Ratio was 1.04:1 (less than the 1.20:1 minimum as required under the Credit Agreement);
 - (b) as of April 30, 2023, its Total Liabilities to Tangible Net Worth Ratio, on a combined basis with 1390951, was 8.65:1 (exceeding the maximum permitted 6.10:1 under the Credit Agreement);
 - (c) the Total Liabilities to Tangible Net Worth Ratio, on a combined basis for the Borrower and 1390951, subsequently exceeded the maximum 4.50:1 permitted under the Credit

Agreement for the months of December 2023 (5.53:1), January 2024 (6.45:1), February 2024 (6.30:1), March 2024 (6.82:1), April 2024 (6.10:1), and May 2024 (5.24:1);

- (d) the Current Ratio, on a combined basis for the Borrower and 1390951, was less than the minimum 1.20:1 required under the Credit Agreement for the months of July 2023 (1.18:1), December 2023 (0.82:1), January 2024 (1.19:1), February 2024 (1.17:1), March 2024 (1.13:1), April 2024 (1.13:1), and May 2024 (1.18:1); and
- (e) the Debt Service Coverage Ratio, on a combined basis with 1390951, was less than the minimum 1.50:1 required under the Credit Agreement for the fiscal year ending December 31, 2023 (0.61:1),

(collectively, the “**Financial Covenant Breaches**”).

19. In addition to the financial distress demonstrated by the Financial Covenant Breaches, the Borrower continued to experience liquidity shortfalls generally in 2023. To assist the Borrower work through this financial distress, commencing in early 2023, at the request of the Borrower, RBC made available to the Borrower certain additional credit (the “**Temporary Support Credit**”) on an *ad hoc* basis by way of temporary authorized credit limit increases on the Operating Facility (as defined in the Credit Agreement) as follows:

- (a) for the period between March 8 through June 8, 2023, in the amount of \$300,000 in excess of the \$300,000 authorized credit limit;
- (b) for the period between July 7 through August 31, 2023, in the amount of \$300,000 in excess of the \$300,000 authorized credit limit; and
- (c) for the period between August 3 through September 10 2023, in the amount of \$400,000 in excess of the \$300,000 authorized credit limit.

20. As a result of the Borrower’s repeated need for Temporary Support Credits, the Financial Covenant Breaches, and general deterioration of the Borrower’s financial condition, RBC referred the Borrower and 1390951 accounts to the bank’s Special Loans and Advisory Services department (“**SLAS**”) in October 2023. Shortly afterwards, RBC provided another Temporary Support Credit to the Borrower in the amount of \$610,000 (being the amount by which the actual balance of the Operating Facility exceeded the \$300,000 authorized credit limit at the time) for the period between October 24, 2024 and October 31, 2024 to assist the Borrower to normalize operations and conclude

a strategic sale of its assets and business (the “**Strategic Sale**”). This Temporary Support Credit was subsequently reduced to \$480,000 for the period of November 1 through November 30, 2024, was subsequently extended to January 14, 2024 at the same amount, and was subsequently extended further to January 31, 2024 (by which date, RBC required reduction of the outstanding balance under the Operating Facility to below the \$300,000 authorized credit limit set out in the Credit Agreement).

21. In conjunction with the provision of Temporary Support Credits, RBC also waived, on a temporary basis, the mandatory curtailment payments of outstanding principal on certain RV Facilities (as defined in the Credit Agreement) as required under the Credit Agreement for the months of October 2023, November 2023, and December 2023, in the total amount of approximately \$520,000 (with interest accruing thereon), on the understanding that a Strategic Sale would conclude, and all obligations to RBC (including with respect to the Temporary Support Credits) would be paid out in full, by no later than January 31, 2024.
22. From the time that the Borrower and 1390951 accounts were transferred to SLAS until approximately January 31, 2024, completing a Strategic Sale and using the sale proceeds to repay RBC was the only proposal presented by the Borrower to RBC to remedy defaults under the Credit Agreement. As of the date hereof, no Strategic Sale has concluded regarding the assets and business of the Borrower. RBC understands that the Borrower’s principals have abandoned efforts to conclude a Strategic Sale.
23. Despite the accommodations described in paragraphs 19, 20 and 21 above, the Borrower has failed, neglected or refused to repay advances made pursuant to the Temporary Support Credits on or before the January 31, 2024 deadline.
24. On January 31, 2024, RBC issued (through its legal counsel, Borden Ladner Gervais LLP) demands to the Loan Parties for the immediate repayment of all debts, liabilities and obligations outstanding pursuant to the Credit Agreement (the “**Demand Letters**”). Enclosed in the Demand Letters to the Borrower and 1390951 were “Notices of Intention to Enforce Security” pursuant to Section 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.

Forbearance Agreement

25. On January 31, 2024, the Loan Parties entered into a forbearance agreement with RBC, which was subsequently amended by a first amendment to forbearance agreement dated May 13, 2024

(together, the “**Forbearance Agreement**”), pursuant to which RBC agreed to forbear from enforcing its rights under the Security until May 31, 2024, with the full balance of the debt owing on that date, on the basis that the Loan Parties strictly complied with the terms of the Forbearance Agreement.

26. As a condition to forbearance provided under the Forbearance Agreement:
- (a) the Borrower granted RBC a supplemental collateral mortgage, containing an assignment of rents (collectively, the “**Supplemental Mortgage**” and, together with the Security, the “**Amended Security**”), in the principal amount of \$1,000,000 dated February 1, 2024, charging the Properties, which was registered in the Kamloops Land Title Office on February 2, 2024, under Registration Nos. CB1147480 (as a mortgage) and CB1147481 (as an assignment of rents); and
 - (b) each of the Borrower and 1390951 granted RBC a waiver and consent pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act*, consenting to RBC enforcing on its Amended Security.
27. Contrary to the Forbearance Agreement, the Loan Parties have failed, refused or neglected to make payment of the debt owed, including interest and costs, on or before May 31, 2024, and have further defaulted on their obligations to RBC pursuant to the Forbearance Agreement by (among other things) failing to complete a mandatory curtailment payment of \$252,541.67 on the New RV Facility (Forest River) (as defined in the Credit Agreement) for the month of May 2024.
28. During the months of March through May 2024, the Loan Parties were working with two commercial financiers to obtain refinancing for purposes of paying all debts, liabilities and obligations of the Borrower and 1390951 to RBC under the Credit Agreement, together with the debts, liabilities and obligations of 1390951 to RBC pursuant to a separate credit agreement (the “**1390951 Credit Agreement**”). RBC required that all debt, liabilities and obligations under the 1390951 Credit Agreement be repaid concurrently with those under the Credit Agreement because the two financings are cross-guaranteed and cross-collateralized by the Borrower and 1390951, making the two financings inextricably entwined.
29. As of the date hereof, the Loan Parties have not secured committed refinancing from any alternative funding sources.

30. As an additional temporary accommodation to the Borrower, RBC offered to continue its forbearance on enforcement on a temporary and discretionary basis, on the condition that the Loan Parties consent to RBC engaging BDO Canada Limited to conduct a “viability/look see” evaluation of the Borrower’s business and property, and pay RBC’s outstanding legal fees (which the Borrower is obligated to pay pursuant to the Credit Agreement). This was communicated to the Loan Parties pursuant to a “Notice of Default and Reservation of Rights” letter dated June 11, 2024 (the “**Default Notice**”).
31. The Loan Parties did not provide clear confirmation of their agreement to the terms and conditions of the continued forbearance set out in the Default Notice. As a result, on June 21, 2024, RBC retracted its proposal for a temporary extension of forbearance set out in the Default Notice, and informed the Loan Parties (through counsel) of RBC’s intention to appoint a receiver and manager over the Borrower and 1390951.

Current Debt

32. As of June 25, 2024, the Borrower and 1390951 are indebted to RBC in the total amount of approximately \$8,440,366.14 pursuant to the Credit Agreement and 1390951 Credit Agreement, together with interest, fees and other chargeable costs that continue to accrue (collectively, the “**Indebtedness**”). Of the total amount of Indebtedness, \$4,595,765.49 is payable by the Borrower and 1390951 pursuant to the Credit Agreement, and \$3,844,600.65 is payable by the Borrower and 1390951 pursuant to the 1390951 Credit Agreement.

PART 3: LEGAL BASIS

21. The Indebtedness owed to RBC pursuant to the Credit Agreement is repayable on demand and Demand Letters have been delivered to all Loan Parties.
22. The Loan Parties requested that RBC agree to forbear from exercising its rights to enforce the Amended Security. RBC agreed to do so on the terms set out in the Forbearance Agreement. The Loan Parties have failed to pay the amounts owing by the end of the forbearance period, and pursuant to the terms of the Forbearance Agreement, the term of forbearance has ended, and RBC is entitled to seek the appointment of a receiver and manager.
23. RBC has a contractual right to appoint a receiver and manager, which is acknowledged in the Forbearance Agreement and the Amended Security.

24. The Court may appoint a receiver-manager, on application by a secured creditor.

Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3, s. 243.

25. Similarly, s. 66(1)(a) of the *Personal Property Security Act* also authorizes the appointment of a receiver and manager on the application of an interested person.

Personal Property Security Act, R.S.B.C. 1996, C. 359, s. 66(1)(a).

26. In deciding whether to appoint a receiver and manager, the Court must consider if it is “just and convenient” to do so.

Textron Financial Canada Ltd. v. Chetwynd Motels Ltd., 2010 BCSC 477.

Maple Trade Finance Inc. v. CY Oriental Holdings Ltd., 2009 BCSC 1527 [*Maple Trade*].

Law and Equity Act, R.S.B.C. 1996 c. 253, s. 39.

27. In *Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.*, the Court identified several factors that may inform a holistic determination of whether it is “just and convenient” to appoint a receiver, including:

- (a) whether irreparable harm might be caused if no order were made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed, particularly where the appointment of a receiver is authorized by the security documentation;
- (b) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;
- (c) the nature of the property;
- (d) the apprehended or actual waste of the debtor's assets;
- (e) the preservation and protection of the property pending judicial resolution;
- (f) the balance of convenience to the parties;

- (g) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
- (h) the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulty with the debtor and others;
- (i) the principle that the appointment of a receiver is extraordinary relief which should be granted cautiously and sparingly;
- (j) the consideration of whether a court appointment is necessary to enable the receiver to carry out its' duties more efficiently;
- (k) the effect of the order upon the parties;
- (l) the conduct of the parties;
- (m) the length of time that a receiver may be in place;
- (n) the cost to the parties;
- (o) the likelihood of maximizing return to the parties; and
- (p) the goal of facilitating the duties of the receiver.

Maple Trade, at para 25.

28. In applying these factors, this Court has held that the right of a secured creditor to appoint a receiver under a security agreement between the parties holds considerable weight and is a “strong factor” in support of granting a receivership order.

Maple Trade, at para 26.

29. The court should exercise its discretion to refuse the appointment only in rare circumstances where the debtor can show compelling commercial or other reasons why such an order should not be made.

United Savings Credit Union v. F&R Brokers Inc., 2003 BCSC 640, at para 17.

30. The Borrower has been in default of its obligations to RBC pursuant to the Credit Agreement in some manner since December 2022. Despite efforts by RBC to work with the Borrower since that

time, including agreeing to forbear enforcement for a period of over four months, the Borrower has made little progress in curing its defaults or otherwise remedying its financial distress. As a result, RBC has lost confidence in the Loan Parties' ability to conduct business and their general ability to remedy the Borrower's financial distress.

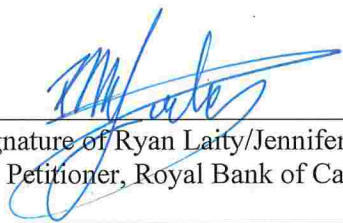
31. A receivership over the Borrower and 1390951 is a practical necessity in the circumstances. In particular, RBC is concerned about the Borrower's ability to continue business operations generally and to maintain enterprise value as a going concern. Specifically, the Borrower's financial reports indicate a steady trend of increasing accounts payable over the past several months. This, combined with the Borrower's ongoing payment defaults on the Loans, demonstrates that the Borrower is unable to pay its obligations as they generally become due and is insolvent.
32. Further, the Borrower presently holds a significant inventory of new and used recreational vehicles (the "**RV Inventory**"). The sale value of these RV Inventory units will decrease significantly as the conclusion of the summer selling season approaches in the coming weeks, and the new 2025 models are subsequently released. RBC considers the risk of further exposure and potential loss to be significant if the RV Inventory units cannot be sold expeditiously before new 2025 models are released.
33. Appointing a receiver and manager over the Borrower and 1390951 is just and convenient in the circumstances. Appointing a receiver and manager appears necessary to preserve enterprise value, ensure the RV Inventory can be sold expeditiously and, more generally, to ensure the value of RBC's collateral does not dissipate. RBC and the other creditors of the Borrower and 1390951 would suffer irreparable harm in the event the receivership order is denied.
34. The Petitioner will also rely on:
 - (a) Rules 1-3, 2-1, 8-1, 10-2, 14-1 and 16-1 of the *Supreme Court Civil Rules*;
 - (b) Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
 - (c) Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended;
 - (d) Section 66 of the *Personal Property Security Act*, R.S.B.C. 1996, C. 359; and
 - (e) the inherent jurisdiction of this Honourable Court.

PART 4: MATERIAL TO BE RELIED ON

33. The Petitioner will rely on:

- (a) Affidavit #1 of Mark Kemp-Gee made July 2, 2024;
- (b) Affidavit #1 of Catherine Anne Connor made July 2, 2024; and
- (c) such further and other material as counsel may advise and this Honourable Court may permit.

Date: July 2, 2024


Signature of Ryan Laity/Jennifer Pepper, lawyer for
the Petitioner, Royal Bank of Canada

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs _____ of Part 1 of
this petition

☐ with the following variations and additional terms:

Date: _____ Signature of ☐ Judge ☐ Associate Judge

Schedule “A”

RESPONDENTS’ CONTACT INFORMATION

Vernon Recreational Products (VRP) Sales and Service Ltd. 103 – 206 Seymour Street Kamloops, B.C., V2C 2E5	1390951 B.C. Ltd. 300 – 272 Victoria Street Kamloops, B.C., V2C 2A2
Douglas Robert Thibault 657 Cooper Place Kamloops, B.C., V2B 8R8	Michael Roy Goodwin 8022 Colony Point Road Fort St. James, B.C., V0J 1P0
Murray Blair Sullivan 2020 Lahti Road Houston, B.C., V0J 1Z1	

Schedule "B"

DRAFT RECEIVERSHIP ORDER

Please see attached.

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

**IN THE MATTER OF THE RECEIVERSHIP OF
VERNON RECREATIONAL PRODUCTS (VRP) SALES AND SERVICE LTD. and
1390951 B.C. LTD.**

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

**VERNON RECREATIONAL PRODUCTS (VRP) SALES AND SERVICE LTD.,
1390951 B.C. LTD., DOUGLAS ROBERT THIBAUT,
MICHAEL ROY GOODWIN AND MURRAY BLAIR SULLIVAN**

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE

)
)
)
)

[●]/[●]/2024

ON THE APPLICATION of Petitioner 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 as receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and property of Vernon Recreational Products (VRP) Sales and Service Ltd. and 1390951 B.C. Ltd. (together, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this day at Kelowna, British Columbia and by MS Teams.

AND ON READING the Affidavit #1 of Mark Kemp-Gee made on July 2, 2024, the Affidavit #1 of Catherine Anne Connor made on July 2, 2024 and the consent of BDO Canada Limited to act as the Receiver and Manager dated June 28, 2024; **AND ON HEARING** [Ryan Laity/Jennifer Pepper], counsel for the Petitioner and those other counsel listed in **Schedule “A”** attached hereto (if any);

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, BDO Canada Limited is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtors, including all proceeds (the “**Property**”).

RECEIVER’S POWERS

2. 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 sell inventory, 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 \$150,000 provided that the aggregate consideration for all such transactions does not exceed \$4,000,000; 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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. 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 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.
4. All Persons, other than governmental authorities, shall forthwith 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.
5. 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.

6. 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

7. 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

8. 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

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended 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 are 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

10. 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

11. 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 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 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

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order 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 date of this Order or hereafter 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

13. 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

14. 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

15. 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.
16. 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.
17. 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.
18. 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

19. 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

20. 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.
21. 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.
22. 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

23. The Receiver is authorized and empowered 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 \$250,000 (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.

24. 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.
25. 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.
26. 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

27. 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

28. The Receiver shall establish and maintain website in respect of these proceedings at: [●] (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.
29. 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 Petitioner a demand for notice in the form attached as **Schedule "C"** (the "**Demand for Notice**"). The Receiver and the Petitioner 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 Petitioner from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
30. 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.

31. 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.
32. Notwithstanding paragraph 31 of this Order, service of the Petition 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.
33. 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

34. 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.
35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
37. 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.

38. 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.
39. The Petitioner 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 Petitioner's security or, if not so provided by the Petitioner'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.
40. Endorsement of this Order by counsel appearing on this application, other than the Petitioner, 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:

Signature of Ryan Laity/Jennifer Pepper
lawyer for Petitioner, Royal Bank of Canada

BY THE COURT
DISTRICT REGISTRAR

SCHEDULE "A"

LIST OF COUNSEL

COUNSEL	PARTY REPRESENTED

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the Receiver (the "**Receiver**") of all of the assets, undertakings and properties of Vernon Recreational Products (VRP) Sales and Service Ltd. and 1390951 B.C. Ltd. (together, the "**Debtors**") 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 (In Bankruptcy and Insolvency) (the "**Court**") dated the [●] day of [●], 2024 (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 monthly not in advance on the last day of each month after the date hereof at a notional rate per annum equal to the rate of [2.00] per cent above the prime commercial lending rate of Royal Bank of Canada 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 office of the Lender at 885 West Georgia Street, Vancouver, British Columbia, V6C 3G1.
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 _____, 2024.

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 Borden Ladner Gervais LLP
Attention: Ryan Laity & Jennifer Pepper
Email: rlaity@blg.com & jpepper@blg.com

AND TO: BDO Canada Limited
Attention: Jervis Rodrigues
Email: jrodrigues@bdo.ca

Re: In the matter of the Receivership of Vernon Recreational Products (VRP) Sales and Service Ltd. and 1390951 B.C. Ltd.

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: _____