

- 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 TRANSPORTATION LTD.

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 Transportation Ltd. (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 Equipment Transportation
 - (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
The Bank of Nova Scotia	Unknown
The Toronto-Dominion Bank	Unknown
Royal Bank of Canada	\$1.6 million
Bank of Montreal	Unknown
C. Keay Investments Ltd.	Unknown
5. The list of other creditors and the amount owed to each creditor and the total amount due is attached as Appendix A.
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 Transportation Ltd.
And Not in its Personal Capacity
Per:



Chris Bowra
Licensed Insolvency Trustee

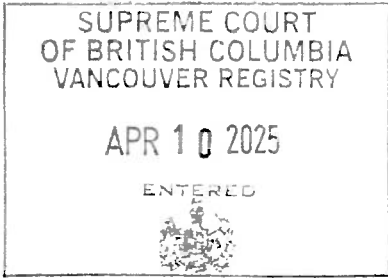
**Briere Transportation Ltd., in Receivership
Appendix A**

Secured Creditors:

Creditors	Address	City	Province	Postal Code	Estimated Balance Owing
1 The Bank of Nova Scotia	10 Wright Boulevard	Stratford	ON	N5A 7X9	
2 The Toronto-Dominion Bank	400-329 North Road	Coquitlam	BC	V3K 3V8	
3 Royal Bank of Canada	36 York Mills Road, 4th Floor	Toronto	ON	M2P 0A4	1,588,480
4 Bank of Montreal	5750 Explorer Drive, 3rd Floor	Mississauga	ON	L4W 0A9	
5 C. KEAY Investments Ltd.	9076 River Road	Delta	BC	V4G 1B5	
Total Secured Creditors					1,588,480

Unsecured Creditors:

Creditors	Address	City	Province	Postal Code	Estimated Balance Owing
1 Canada Revenue Agency	9755 King George Blvd	Surrey	BC	V3T 5E1	
2 WorkSafeBC	PO Box 5350 Stn Terminal	Vancouver	BC	V6B 5L5	
3 1321753 BC LTD.	9382 162A Street	Surrey	BC	V4N 2B8	5,145
4 Benesch Friedlander Coplan & Aronoff LLP	127 Public Square, Suite 4900	Cleveland, OH	OH	44114	8,478
5 Briere Production Group Inc (CAD)	8061 Lougheed Hwy.	Burnaby, BC	BC	V5A 1W9	1,500,301
6 CannAmm Occupational Testing Services	The Thomson Building 2nd floor, 101 McIntyre Str	North Bay, ON	ON	P1B 2Y5	2,573
7 Charged install Services	1952 Kingsway Ave #506	Port Coquitlam, BC	BC	V3C 6C2	795
8 CT Corporation	28 Liberty Street	New York, NY	NY	10005	209
9 D&V Mobile Auto Repair Inc	13943 91a Ave.	Surrey, BC	BC	V3V 7X3	683
10 DAT Solutions LLC	8405 Southwest Nimbus Avenue	Beaverton, OR	OR	97008	3,076
11 Detroit International Bridge Co - CAD	100 Ouellette Ave. Suite 400	Windsor, Ontario	ON	N9A 6T3	28
12 Detroit International Bridge Co - USD	12225 Stephens Road	Warren, MI	MI	48089	1,716
13 Edmonton Kenworth Ltd	17335 118 Ave NW	Edmonton	AB	T5S 2P5	390
14 ETS Excel Truck Shuttle Ltd.	12098 57A Avenue	Surrey	BC	V3X 2S3	105
15 Fraser Valley Tarp & Tie Ltd.	Metro Vancouver Regional District, 19789 Telegra	Langley Twp, BC	BC	V1M 3E6	1,288
16 Greenway Compliance	32130 Hillcrest Ave.	Abbotsford, BC	BC	V2T 1S4	1,087
17 ICBC	151 West Esplanade	North Vancouver, BC	BC	V7M 3H9	8,044
18 Inland Kenworth	2482 Douglas Rd.	Burnaby, BC	BC	V5C 6C9	1,424
19 INLAND TRUCK & EQUIPMENT LTD.	2482 Douglas Rd.	Burnaby, BC	BC	V5C 6C9	40,576
20 InVyzn Corp	6760 Davand Dr Unit 205	Mississauga, ON	ON	L5T 2L9	4,770
21 ISB GLOBAL SERVICES	100 Stone Rd W Unit 203	Guelph, ON	ON	N1G 5L3	110
22 JVG Logistics Ltd	4885 Cherrywood Drive	Beamsville, ON	ON	L0R 1B7	44,325
23 KPMG LLP	333 Bay Street, Suite 4600	Toronto, Ontario	ON	M5H 2S5	3,019
24 Loadlink Technologies	2 Robert Speck Parkway, Suite 900	Mississauga, ON	ON	L4Z 1H8	4,738
25 Michael Kawabata	46 10th Avenue	New Westminster	BC	V3L 2A9	(750)
26 Nancy Brown	PO Box 1252	Lillooet	BC	V0K 1V0	252
27 National Graphic Solutions (2016) Inc	12 1520 Cliveden Ave.	Delta, BC	BC	V3M 6J8	220
28 North Shore Driving School Ltd	1821 Lonsdale Avenue	North Vancouver, BC	BC	V7M 2J8	850
29 Northside Petroleum	24 Braid Street	New Westminster, B	BC	V3L 3P3	481
30 Nova Design	Unit 101, 5235 Grimmer Street	Burnaby, BC	BC	V5H 2H3	902
31 Ocean Trailer	234136 84th Street SE	Rocky View, AB	AB	T1X 0K2	30,882
32 Pacific Financial Association	22601 N. 19th Ave. Suite 202	Phoenix, AZ	AZ	85027	2,631
33 Penske	2555 Telegraph Road	Bloomfield Hills	MI	48302	73,578
34 Peterbilt Pacific Inc	1955 W Trans Canada Hwy	Kamloops, BC	BC	V1S 1J6	21,962
35 Petro-Canada SuperPass	PO Box 2844 150 6 Ave SW	Calgary, AB	AB	T2P 3Y7	10,815
36 RAPID TIRE LIMITED	2401 N Rancho Dr.	Las Vegas, NV	NV	89130-3315	2,903
37 Reg Jory	10-1175 7th Avenue	Hope	BC	V0X 1L4	558
38 Regus (PAP CC)	400-1455 NW Leary Way	Seattle	WA	98107	814
39 ROADWISE LOGISTICS LTD	1751 Prairie Avenue	Port Coquitlam, BC	BC	V3B 1V2	1,100
40 ROck -IT Global	1002 Litz Pike Suite 238	Littiz	PA	17543	3,017
41 Scotia Bank	40 Temperance Street	Toronto, Ontario	ON	M5H 0B4	446
42 Skookum Towing LTD	1433 Fountain Valley Rd.	Lillooet, BC	BC	V0K 1V0	482
43 Tenstreet, LLC	120 W 3rd St.	Tulsa, OK	OK	74103	2,524
44 Uber	1515 3rd Street	San Francisco, CA	CA	94158	45
45 Valley Driving School	#110, 9295 - 198 Street	Langley, BC	BC	V1M 3J9	1,008
46 Whitelaw--Twining , WT BCA LLP	1100 - 123 Front Street West	Toronto, ON	ON	M5J 2M2	335
47 XTRACTOR LOGISTICS LTD	33131 South Fraser Way #204	Abbotsford, BC	BC	V2S 2B1	10,750
Total Unsecured Creditors					1,798,683
Total Creditors					3,387,163



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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) 10
) 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



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 12, 2025

RE: Filing of Receivership and Reporting Duties of Receiver

ESTATE NAME: BRIERE TRANSPORTATION LTD.

ESTATE NO: 11-254785

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