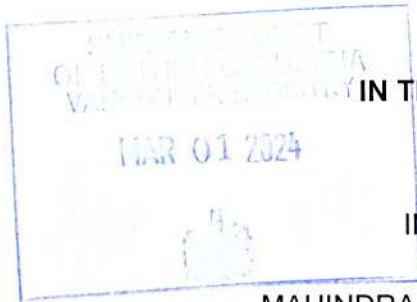


S=241456
No. _____
Vancouver Registry



IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF

MAHINDRA JEWELLERS LTD., SURREY GOLD JEWELLERS LTD.,
786SD ESTATE LTD., MG 786 ENTERPRISES LTD., 1237647 B.C. LTD.,
1257271 B.C. LTD., HEERA JEWELLERS INC., P. SONA JEWELLERS INC.,
and RCJ JEWELLERS INC.

PETITION TO THE COURT

ON NOTICE TO:

MAHINDRA JEWELLERS LTD.

Suite 1500, 13450 – 102 Avenue
Surrey, BC V3T 5X3

SURREY GOLD JEWELLERS LTD.

Suite 1500, 13450 – 102 Avenue
Surrey, BC V3T 5X3

786SD ESTATE LTD.

Suite 1500, 13450 – 102 Avenue
Surrey, BC V3T 5X3

MG 786 ENTERPRISES LTD.

Suite 1500, 13450 – 102 Avenue
Surrey, BC V3T 5X3

1237647 B.C. LTD.

Suite 1500, 13450 – 102 Avenue
Surrey, BC V3T 5X3

1257271 B.C. LTD.

Suite 1500, 13450 – 102 Avenue
Surrey, BC V3T 5X3

HEERA JEWELLERS INC.

Suite 1500, 13450 – 102 Avenue
Surrey, BC V3T 5X3

P. SONA JEWELLERS INC.

Suite 1500, 13450 – 102 Avenue
Surrey, BC V3T 5X3

RCJ JEWELLERS INC.
Suite 1500, 13450 – 102 Avenue
Surrey, BC V3T 5X3

THE ADDRESS OF THE REGISTRY IS

800 Smithe Street
Vancouver, BC V6Z 2E1

The time estimated by the Petitioner for the hearing of the Petition is 15 minutes.

[Check whichever one of the following boxes is correct]

- This matter is an application for judicial review.
- This matter is not an application for judicial review.

THIS PROCEEDING HAS BEEN STARTED BY THE PETITIONER FOR THE RELIEF SET OUT IN PART 1 BELOW

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 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 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

THE ADDRESS FOR SERVICE OF THE PETITIONER IS

c/o **GOWLING WLG (CANADA) LLP**
2300 – 550 Burrard Street
Vancouver, BC V6C 2B5
Attention: **Jonathan B. Ross**

Fax number address for services (if any) of the petitioner: N/A

Email address for service (if any) of the petitioner: jonathan.ross@gowlingwlg.com

THE NAME AND OFFICE ADDRESS OF THE PETITIONER'S LAWYER IS

GOWLING WLG (CANADA) LLP
2300 – 550 Burrard Street
Vancouver, BC V6C 2B5
Attention: **Jonathan B. Ross**

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The Petitioner, Canadian Imperial Bank of Commerce, claims the right to serve this Petition on any interested party outside British Columbia on the grounds, *inter alia*, that the proceeding

- (a) is brought to enforce, assert, declare or determine proprietary or possessory rights or a security interest in property in British Columbia that is immoveable or moveable property;
- (b) is brought to interpret, rectify, or enforce any deed, contract or other instrument in relation to property in British Columbia that is immoveable or moveable property;
- (c) concerns contractual obligations, and the contractual obligations, to a substantial extent, were to be performed in British Columbia; and
- (d) concerns contractual obligations, and by its express terms, the contract is governed by the law of British Columbia.

CLAIMS OF THE PETITIONER

PART 1: ORDER(S) SOUGHT

1. A Receivership Order, pursuant to s.243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended (the "**BIA**") and s.39 of the *Law and Equity Act*, RSBC 1996, c.253, as amended (the "**LEA**") appointing BDO Canada Limited ("**BDO**") as Receiver (in such capacity, the "**Receiver**") without security, of the assets, undertakings and properties of the Respondents, Mahindra Jewellers Ltd. ("**Mahindra**"), Surrey Gold Jewellers Ltd., ("**Surrey Gold**"), 786SD Estate Ltd. ("**786SD**"), MG 786 Enterprises Ltd. ("**MG**"), 1237647 B.C. Ltd. ("**1237647**"), 1257271 B.C. Ltd. ("**1257271**"), Heera Jewellers Inc. ("**Heera**"), P. Sona Jewellers Inc. ("**Sona**"), and RCJ Jewellers Inc. ("**RCJ**" and together with Mahindra, Surrey Gold, 786SD, MG, 1237647, 1257271, Heera and Sona, collectively, the "**Respondents**" or the "**Borrowers**"), in the form attached as **Schedule "A"**.

2. Such further and other relief as may be required in the circumstances and that this Honourable Court may deem just and equitable.

PART 2: FACTUAL BASIS

The Parties

3. The Petitioner, Canadian Imperial Bank of Commerce (the "**Petitioner**"), is a Canadian chartered bank with an address for service in these proceedings at 2300 – 550 Burrard Street, Vancouver, British Columbia, V6C 2B5.

4. The Borrowers and each of them are companies registered pursuant to the laws of the Province of British Columbia with a registered office at Suite 1500, 13450 – 102 Avenue, Surrey, British Columbia.

The Borrowers' Business, Assets and Property

5. The Borrowers collectively operate one or more jewelry businesses out of numerous premises mortgaged to the Petitioner in Surrey and Abbotsford, British Columbia. Such premises are set out in **Schedule "B"**.

Credit Agreement

6. On or about April 28, 2022, the Borrowers as borrowers and the Petitioner as lender entered into a credit agreement (as amended by amendment no. 1 to credit agreement dated August 19, 2022 and as further amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**") by which the Petitioner would provide certain credit facilities to the Borrowers (collectively, the "**Credit Facilities**"). All of the Credit Facilities are repayable on demand.

The Mortgages

7. On or about June 14, 2022, 786SD, MG, 1237647, and 1257271 granted a mortgage in favour of the Petitioner in the principal amount of \$22,000,000.00. The mortgage was registered on June 21, 2022 in the New Westminster Land Title Office under number CB23946 (the "**June 2022 Mortgage**") on the lands and premises known and legally described as:

Parcel Identifier: 019-163-703

Strata Lot 10 Section 29 Township 2 New Westminster District Strata Plan
LMS1840

Parcel Identifier: 026-618-869

Strata Lot 121 Section 29 Township 2 New Westminster District Strata Pan
BCS1022

Parcel Identifier: 028-605-128

Strata Lot 271 Section 29 Township 2 New Westminster District Strata Plan
BCS1022

Parcel Identifier: 028-604-733

Strata Lot 232 Section 29 Township 2 New Westminster District Strata Plan
BCS1022

Parcel Identifier: 029-346-720

Strata Lot 15 Section 20 Township 16 New Westminster District Strata Plan
EPS2091

Parcel Identifier: 005-237-211

Lot 240 Section 20 Township 16 New Westminster District Plan 54324

8. On or about August 27, 2022, MG granted a mortgage in favour of the Petitioner in the principal amount of \$2,000,000.00. The mortgage was registered on September 1, 2022 in the New Westminster Land Title Office under number CB198114 (together with the June 2022 Mortgage, collectively, the "**Mortgages**") on the lands and premises known and legally described as:

Parcel Identifier: 026-618-770
Strata Lot 112 Section 29 Township 2 New Westminster District Strata Plan
BCS1022

The Borrowers' General Security Agreement

9. On or about June 14, 2022, each of the Borrowers executed a General Security Agreement with respect to the Credit Facilities in favour of the Petitioner (each a "**Borrower GSA**").

10. Each of the Borrower GSAs grants a security interest in all of the Borrowers' assets in favour of the Petitioner as security for all present and future indebtedness and liabilities of each Borrower to the Petitioner.

11. Each of the Borrower GSAs provides at section 10(2)(a) that upon the occurrence of an event of default the Petitioner may, "*...make application to any court of competent jurisdiction for the appointment of a Receiver*".

12. On May 30, 2022, a financing statement with regard to each of the Borrower GSAs was registered in the British Columbia Personal Property Registry bearing registration number 762485N.

The Guarantees

13. On June 14, 2022, each of the Borrowers executed cross corporate guarantees in favour of the Petitioner guaranteeing the payment and performance of all indebtedness, obligations and liabilities of each of the Borrowers to the Petitioner, in an unlimited amount (the "**Cross-Guarantees**").

Demand

14. On July 14, 2023, the Petitioner delivered to the Respondents a letter demanding payment of the obligations under the Credit Agreement (collectively, the "**Demands**"). Concurrently with the Demands, the Petitioner delivered to the Respondents notice of its intention to enforce its security by delivering a Notice of Intention to Enforce Security pursuant to s. 244 of the BIA (the "**Notice**"). The Demands expired on July 24, 2023.

15. The Respondents have failed, neglected or refused to repay the amount owing under the Credit Agreement to the Petitioner following the receipt of the Demands and the Notice.

Initial Forbearance Agreement

16. On August 30, 2023, the Respondents and the Petitioner entered into a forbearance agreement (the “**Initial Forbearance Agreement**”).

17. Subject to the terms of the Initial Forbearance Agreement, the Petitioner provided the Respondents with a reasonable period to October 30, 2023 to repay the indebtedness owed to the Petitioner before taking further enforcement steps.

18. Pursuant to the Initial Forbearance Agreement, the Respondents agreed, *inter alia*, to ~~deliver to the Petitioner by no later than September 22, 2023 an executed commitment letter~~ confirming the Respondents had been approved for loans in an aggregate amount sufficient for the full repayment of the indebtedness by October 30, 2023 (the “**September Commitment Letter**”) and to repay the indebtedness owed to the Petitioner on or before October 30, 2023.

19. The Borrowers defaulted under the Initial Forbearance Agreement, *inter alia*, by failing to deliver to the Petitioner the September Commitment Letter as required by the Initial Forbearance Agreement.

Second Forbearance Agreement

20. On November 17, 2023, the Respondents and the Petitioner entered into a second forbearance agreement (the “**Second Forbearance Agreement**”).

21. Subject to the terms of the Second Forbearance Agreement, the Petitioner provided the Respondents with a reasonable period to December 20, 2023 to repay the indebtedness owed to the Petitioner before taking further enforcement steps.

22. Pursuant to the Second Forbearance Agreement, the Respondents agreed, *inter alia*, to deliver to the Petitioner by no later than November 30, 2023 an executed commitment letter confirming the Respondents had been approved for loans in an aggregate amount sufficient for the full repayment of the indebtedness by the expiry of the forbearance period on December 20, 2023 (the “**November Commitment Letter**”) and to repay the indebtedness owed to the Petitioner on or before December 20, 2023.

23. The Borrowers defaulted under the Second Forbearance Agreement, *inter alia*, by failing to deliver to the Petitioner the November Commitment Letter and by failing to repay the

indebtedness owed to the Petitioner on or before December 20, 2023, each as required by the Second Forbearance Agreement.

24. The Second Forbearance Agreement provides at section 24 that, in the event of default, the Petitioner shall have the immediate right to declare the Forbearance Period (as defined in the Second Forbearance Agreement) to be terminated and to commence legal proceedings for the recovery of the indebtedness and the Respondents, and each of them, consent to the appointment of a receiver.

Further Discussions

25. Since November 30, 2023 the Petitioner and the Borrowers have had regular discussions as the Petitioner continued on a day-to-day basis to forbear from enforcement to allow the Borrowers to pursue a refinancing. During this period, the Borrowers made the following partial payments on account of interest arrears:

- a. \$200,000 on or about December 1, 2023,
- b. \$100,000 on or about December 22, 2023,
- c. \$100,000 on or about January 22, 2024, and
- d. \$360,000 on or about February 9, 2024.

26. The Borrowers have made no further payments since their partial payment against interest arrears on February 9, 2024.

27. In January 2024 the Petitioner also sought the Borrowers' agreement to have BDO appointed as a financial advisor for the purposes of:

- a. Reviewing the Borrowers' financial and business affairs;
- b. Assessing the Borrowers' ability to refinance their indebtedness with CIBC;
- c. Reviewing the Borrowers' current financial position;
- d. Reviewing and analyzing the Borrowers' inventory and the Petitioner's security position;

- e. Providing recommendations with respect to restructuring and other alternatives available to the Petitioner and the Borrowers; and
- f. Providing such other advice, reports and general financial advisory services as may be agreed upon by the Petitioner and BDO from time to time.

28. The Borrowers refused to agree to the BDO appointment. Instead, through an e-mail from counsel for the Borrowers' sent on Monday, January 29, 2024, the Borrowers indicated that they expected a commitment letter from a new lender to be received by them by Friday, February 2, 2024 and, further, that they would be able to pay \$750,000 to the Petitioner against the outstanding debt by Friday, February 2, 2024.

29. The payment of \$750,000 as initially promised was not made on February 2, 2024. Instead, a payment of \$360,000 was made on February 9, 2024. No explanation was provided for why the payment was less than half of what had been promised and no further payments have been received.

30. The Petitioner has not been provided with a commitment letter confirming the Respondents have been approved for loans in an aggregate amount sufficient for the full repayment of the indebtedness or in any other amount.

Immediate Concerns of the Petitioner and Need for Urgency

31. The Petitioner's security is made up primarily of land and jewelry inventory. The value of the land is not sufficient to secure the obligations of the Borrowers. The Petitioner must therefore rely on the inventory, and/or the value of the ongoing business to be made whole. Jewelry is, by its nature, difficult to secure and easily concealed or moved. The Petitioner is concerned is unsecured and believes that a receiver must be appointed at once to protect the collateral for the benefit of the Petitioner and the general body of the Borrowers' creditors.

The Indebtedness

32. As at February 14, 2024, the Respondents were indebted to the Petitioner in the total amount of \$19,634,929.50 across the various Credit Facilities and is accruing interest calculated at a rate of CIBC's Prime Rate (as defined in the Credit Agreement) plus 0.500% per year for each day thereafter to and including the date of payment. The indebtedness is secured by the Mortgages and the GSAs.

The Appointment of a Receiver

33. Each of the Mortgages, the GSAs and the Forbearance Agreement expressly provide that the Petitioner has the ability to appoint a receiver over the Respondents' assets, undertakings, and collateral. The appointment of a Receiver is necessary to realize on the Respondents' assets in a fair and reasonable manner that balances the interests of all of the Respondents' stakeholders.

34. If appointed, it is expected the Receiver will, among other things, complete the following steps under Court supervision:

- a. receive, preserve, and protect the Respondents' assets;
- b. assess the viability of a sales process to value and sell the Respondents' business and assets and, if viable, conduct such a sales process for the benefit of the creditors of the Respondents, with such sale process potentially including marketing the Mortgaged Premises on an MLS basis and/or an auction of the personal property; and
- c. report to the court on its actions.

35. BDO has consented to act as the Receiver, if appointed.

PART 3: LEGAL BASIS

36. The Respondents are indebted to the Petitioner on account of the Credit Agreement, the Cross-Guarantees, the Mortgages and the GSAs and their obligations thereunder are now due and owing.

37. By the Mortgages and the GSAs, the Borrowers granted security to the Petitioner for their obligations under the Credit Facilities.

38. The Petitioner is also of the view that court supervision of the Receiver, if appointed, would benefit all stakeholders.

39. Notice of this Petition will be provided to the Respondents.

The Law

40. The Petitioner will rely on:

- a. Rules 2-1, 8-1, 10-2, 13-5, 14-1, 16-1 and 21-7 of the *Supreme Court Civil Rules*;
- b. Sections 46, 95 and 243(1) of the BIA; and
- c. Section 39 of the LEA.

41. The LEA provides that the Court may appoint a receiver where it is just and convenient to do so. The BIA provides that, on Application by a secured creditor, the Court may appoint a receiver where it is just and convenient to do so.

42. The Petitioner entered into a valid and binding agreement to advance credit to the Borrowers under the Credit Agreement. The Respondents agreed to repay that credit and abide by the terms of the Credit Agreement, the Cross-Guarantees the Mortgages and the GSAs in exchange for that credit.

43. The Respondents are now in breach of the terms of the Credit Agreement, the Cross-Guarantees, the Mortgages and the GSAs, and in default of their obligations thereunder by failing to pay the balance due and owing under the Credit Facilities upon demand.

44. Under the terms of the Mortgages, the GSAs and the Second Forbearance Agreement, the Petitioner is specifically entitled to the appointment of a Receiver in order to enforce its security and the amounts due and owing under it.

45. There are two competing lines of authority as to the test the Court ought to consider in making an Order appointing a Receiver. However, the Honourable Madam Justice Fitzpatrick of this Court summarized the current law in this respect, particularly the divergence in this Court as to the test to be applied for such Applications:

"[22] I am aware that there is some divergence in our Court concerning the test to be applied in respect of appointing a receiver in these circumstances. On one hand, there are two decisions of Justice Burnyeat in *United Savings Credit Union v. F & R Brokers Inc.*, 2003 BCSC 640 (B. C. S.C. [In Chambers]) and *Canadian Imperial Bank of Commerce v. Can-Pacific Farms Inc.*, 2012 BCSC 437 (B. C. S.C. [In Chambers]). In both decisions, Burnyeat J. took the view that where a receivership order is sought by a secured creditor and default under the security is proven, a receiver should be granted as a right unless there is some other compelling reason why the order should not be made.

On the other hand, there is Justice Masuhara's decision in *Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.*, 2009 BCSC 1527 (B.C. S.C. [In Chambers]). At para. 25 of *Maple Trade*, the Court refers to various factors from *Bennett on Receivership* which may be considered in determining whether it is appropriate to appoint a receiver. *Maple Trade* was subsequently followed and applied in *Textron Financial Canada Ltd. v. Chetwynd Motels Ltd.*, 2010 BCSC 477 (B. C. S. C. [In Chambers]) by Justice Willcock, as he then was. Both of these decisions are to the effect that while it is not necessary for a secured creditor to show jeopardy before a receiver is appointed, no such presumption of appointment should be made; rather, the court should review the matter holistically and decide whether on the whole of the circumstances it is, in fact, just and convenient to appoint a receiver. The Court in *Textron* also considered and applied *Korion Investments Corp. v. Vancouver Trade Mart Inc.*, [1993] B.C.J. No. 2352 (B.C. S.0 [In Chambers]), a decision which was referred to me by Gian's counsel.

I followed *Maple Trade* and *Textron* in my later decision on the issue: *Cascade Divide Enterprises Inc. v. Laliberte*, 2013 BCSC 263 (B. C. S. C.) at para. 77. I propose to follow the same approach here. Accordingly, relying on the second line of authorities outlined above, the analysis calls for a robust review of all the circumstances.

[25] There is no dispute concerning the validity of the Bank's security. It is also not in dispute that Gian's is in default of that security. Importantly, similar to the point made in *Maple Trade*, Gian's was in default at the time the Agreement was entered into."

Bank of Montreal v. Gian's Business Centre Inc., 2016 BCSC 2348

46. In this case, there can be no dispute over the Petitioner's security, or that the Borrowers are in default.
47. Applying either test, the Petitioner submits that an Order appointing the Receiver ought to be made.
48. The Petitioner is not aware of any commercial reason the Order, as sought in this Petition, should not be made. It is just and convenient, given the factors set out in *Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.*, 2009 BCSC 1527 ("**Maple Trade**"), that the Order should be made.
49. In the case of *Southern Cone Capital Ltd. V. Em Vest Food Products (Mauritius) Ltd.*, 2017 BCSC 2385 ("**Southern Cone**"), the Honourable Justice Burke cited *Maple Trade* for a list of factors the court may consider under s. 243 of the *BIA*:

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;
- p) the goal of facilitating the duties of the receiver.

50. Here, and considering the relevant factors in *Maple Trade*:

- a. the Petitioner will likely suffer irreparable harm if the Receiver is not appointed. This is apparent from the nature of the inventory collateral. Some of the Respondents' assets and some of the Petitioner's collateral are at risk of dissipating or disappearing altogether;
- b. the balance of convenience favours the appointment of the Receiver. There is no dispute as to the Petitioner's security or that the Borrower's are in default. Over 7 months has elapsed since the Petitioner issued demands. The appointment of a Receiver provides the only reasonable prospect that the Petitioner will be repaid in accordance with its agreements with the Borrowers. Moreover the Borrowers have

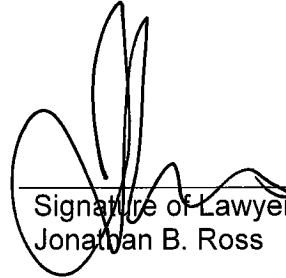
agreed to the appointment of a Receiver, most recently in the Second Forbearance Agreement. In this context the Respondents will not suffer prejudice as a result of the appointment;

- c. the Petitioner has the right to appoint the Receiver under the terms of the Mortgages and the GSAs; and
- d. the appointment of the Receiver will increase the likelihood the Petitioner and other creditors will see the greatest return.

PART 4: MATERIAL TO BE RELIED ON

- 1. The Affidavit #1 of Svetlana Gorina, Senior Manager, CIBC Special Loans, made February 28, 2024.
- 2. Consent of BDO Canada Limited to act as Receiver.
- 3. Such further materials as may be filed with this Honourable Court.

March 1, 2024



Signature of Lawyer for Petitioner
Jonathan B. Ross

TO BE COMPLETED BY THE COURT ONLY

Order made

in the terms requested in paragraphs _____ of Part 1 of this Petition

with the following and additional terms

Date _____

Signature of Judge Associate Judge

SCHEDULE A
Form of Order

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF

**MAHINDRA JEWELLERS LTD., SURREY GOLD JEWELLERS LTD.,
786SD ESTATE LTD., MG 786 ENTERPRISES LTD., 1237647 B.C. LTD.,
1257271 B.C. LTD., HEERA JEWELLERS INC., P. SONA JEWELLERS INC.,
and RCJ JEWELLERS INC.**

**ORDER MADE AFTER APPLICATION
(RECEIVERSHIP ORDER)**

BEFORE THE HONOURABLE)
JUSTICE FITZPATRICK) March 7, 2024
)
)

ON THE APPLICATION of Canadian Imperial Bank of Commerce (the "**Petitioner**") a secured creditor, 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 Mahindra Jewellers Ltd., Surrey Gold Jewellers Ltd., 786SD Estate Ltd., MG 786 Enterprises Ltd., 1237647 B.C. Ltd., 1257271 B.C. Ltd., Heera Jewellers Inc., P. Sona Jewellers Inc., and RCJ Jewellers Inc. (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 Svetlana Gorina sworn February 28, 2024, and the consent of BDO to act as the Receiver; AND ON HEARING Jonathan B. Ross, Counsel for the Petitioner Canadian Imperial Bank of Commerce and other counsel as listed on **Schedule "A"** hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

ABRIDGMENT OF SERVICE

1. The date for service of the Petition herein and supporting materials is abridged to the date of actual service.

APPOINTMENT

2. 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

3. 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 any or all of 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 exclusively 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 any or all of 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 \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; 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 assign the Debtors into bankruptcy, and to take all steps reasonably required including executing any necessary documents to affect such an assignment in bankruptcy;
- (r) 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;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (t) to investigate potential preferential or otherwise improper payments made by the Debtors, and if advisable to commence proceedings to recover such payments; and
- (u) 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

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 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 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. 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. 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 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. 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 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 Debtor's 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

13. 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

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 Debtor's 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 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 \$150,000 (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: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements> (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 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.
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 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 Debtor's 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 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 Jonathan B. Ross
lawyer for the Petitioner

BY THE COURT

REGISTRAR

SCHEDULE "A"
To Form of Order
OTHER COUNSEL

<u>Counsel</u>	<u>Appearing for</u>

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 Mahindra Jewellers Ltd., Surrey Gold Jewellers Ltd., 786SD Estate Ltd., MG 786 Enterprises Ltd., 1237647 B.C. Ltd., 1257271 B.C. Ltd., Heera Jewellers Inc., P. Sona Jewellers Inc., and RCJ Jewellers Inc. 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 and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the ___th day of February, 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 _____ 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 _____, British Columbia.
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: CANADIAN IMPERIAL BANK OF COMMERCE
c/o Gowling WLG (Canada) LLP
Attention: Jonathan R. Ross
Email: Jonathan.Ross@ca.gowlingwlg.com

AND TO: BDO CANADA LIMITED
c/o [Counsel to the Receiver]
Attention:
Email:

Re: In the matter of the Receivership of MAHINDRA JEWELLERS LTD., SURREY GOLD JEWELLERS LTD., 786SD ESTATE LTD., MG 786 ENTERPRISES LTD., 1237647 B.C. LTD., 1257271 B.C. LTD., HEERA JEWELLERS INC., P. SONA JEWELLERS INC., and RCJ JEWELLERS INC..

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: _____

No. _____
Vancouver Registry

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

IN THE MATTER OF THE RECEIVERSHIP OF
MAHINDRA JEWELLERS LTD., SURREY GOLD
JEWELLERS LTD., 786SD ESTATE LTD., MG 786
ENTERPRISES LTD., 1237647 B.C. LTD., 1257271 B.C.
LTD., HEERA JEWELLERS INC., P. SONA JEWELLERS
INC., and RCJ JEWELLERS INC.

**ORDER
(RECEIVERSHIP)**

GOWLING WLG (Canada) LLP
Barristers & Solicitors
Suite 2300, 550 Burrard Street
Vancouver, BC V6C 2B5
Attention: Jonathan B. Ross

Tel. No. 604.683.6498
Fax No. 604.683.3558

File No. T1033090

JBR/msh

SCHEDULE B

Mortgaged Premises

1) **Parcel Identifier: 019-163-703**

Strata Lot 10 Section 29 Township 2 New Westminster District Strata Plan LMS1840
(municipally known as 10-8388 128 Street, Surrey, British Columbia)

2) **Parcel Identifier: 026-618-869**

Strata Lot 121 Section 29 Township 2 New Westminster District Strata Plan BCS1022
(municipally known as 332-8128 128 Street, Surrey, British Columbia)

3) **Parcel Identifier: 028-605-128**

Strata Lot 271 Section 29 Township 2 New Westminster District Strata Plan BCS1022
(municipally known as 103-12885 80 Avenue, Surrey, British Columbia)

4) **Parcel Identifier: 028-604-733**

Strata Lot 232 Section 29 Township 2 New Westminster District Strata Plan BCS1022
(municipally known as 164-12899 80 Avenue, Surrey, British Columbia)

5) **Parcel Identifier: 029-346-720**

Strata Lot 15 Section 20 Township 16 New Westminster District Strata Plan EPS2091
(municipally known as 116-32083 Hillcrest Avenue, Abbotsford, British Columbia)

6) **Parcel Identifier: 005-237-211**

Lot 240 Section 20 Township 16 New Westminster District Plan 54324
(municipally known as 2548 Clearbrook Road, Abbotsford, British Columbia)

7) **Parcel Identifier: 026-618-770**

Strata Lot 112 Section 29 Township 2 New Westminster District Strata Plan BCS1022
(municipally known as 322-8128 128 Street, Surrey, British Columbia)

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF

MAHINDRA JEWELLERS LTD., SURREY GOLD JEWELLERS
LTD., 786SD ESTATE LTD., MG 786 ENTERPRISES LTD.,
1237647 B.C. LTD., 1257271 B.C. LTD., HEERA JEWELLERS
INC., P. SONA JEWELLERS INC. and RCJ JEWELLERS INC.,

PETITION TO THE COURT

GOWLING WLG (Canada) LLP
Barristers & Solicitors
Suite 2300, 550 Burrard Street
Vancouver, BC V6C 2B5
Attention: Jonathan B. Ross

Tel. No. 604.683.6498
Fax No. 604.683.3558

File No. T1033090

JBR/msh