

SEAL
20-Aug-25

Powell River
REGISTRY



Court File No. **POR-S-S-2859**

No.
Powell River Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

BLISS BODY & BATH LTD.
1391598 B.C. LTD.

TOD WILLIAM ENGLISH
YORK VENTURES LTD.

VARSITY CAPITAL CORPORATION

WIEBE PROPERTIES INC.

KANLYN HOLDINGS LTD.

MERCHANT OPPORTUNITIES CANADA LIMITED PARTNERSHIP

RESPONDENTS

PETITION TO THE COURT

ON NOTICE TO:

Bliss Body & Bath Ltd.
4555 Marine Drive
Powell River, BC V8A 2K5

York Ventures Ltd.
3579 West 47th Avenue
Vancouver, BC V6N 3N9

1391598 B.C. Ltd.
Unit A, 7024 Tofino Street
Powell River, BC V8A 1G3

Varsity Capital Corporation
3579 West 47th Avenue
Vancouver, BC V6N 3N9

Tod William English
4597 Marine Avenue
Powell River, BC V8A 2K7

Wiebe Properties Inc.
203 – 31136 Peardonville Road
Abbotsford, BC V2T 6K7

Kanlyn Holdings Ltd.
203 – 31136 Peardonville Road
Abbotsford, BC V2T 6K7

Merchant Opportunities Canada Limited
Partnership
200 -171 Water Street
Vancouver, BC V6B 1A7

The address of the registry is:

103 – 6953 Alberni Street
Powell River, BC V8A 2B8

The petitioner estimates that the hearing of the petition will take 60 minutes.

This matter is not an application for judicial review.

This proceeding has been started by the petitioner(s) 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-named registry of this court within the time for response to petition described below, and
- (b) serve on the petitioner(s)
 - (i) 2 copies of the filed response to petition, and
 - (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

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

Time for response to petition

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

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

(1)	The ADDRESS FOR SERVICE of the petitioner(s) is: McMillan LLP Suite 1500 – 1055 West Georgia Street Vancouver, BC V6E 4N7 Attention: Daniel Shouldice Fax number address for service (if any) of the petitioner(s): n/a E-mail address for service (if any) of the petitioner(s): daniel.shouldice@mcmillan.ca
(2)	The name and office address of the petitioner’s lawyer is: same as above

CLAIM OF THE PETITIONER

Part 1: ORDER(S) SOUGHT

1. A Declaration that the mortgage and assignment of rents dated February 21, 2023, granted by the Respondent, Bliss Body & Bath Ltd. ("**Bliss Body**"), as mortgagor, in favour of the Petitioner, as mortgagee, and registered in the Vancouver Land Title Office on February 23, 2023 under registration numbers CB487241 and CB4872412 (together, the "**Mortgage**"), is a mortgage charging the lands and premises more particularly described as:

PID: 010-724-028 Lot 3 Block 9 District Lot 5307 Plan 7075

Civic address: 4555 Marine Ave, Powell River, BC, V8A 2K5

(the "**Lands**")

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

2. A Declaration that the general security agreement dated general security dated February 21, 2023, granted by Bliss Body in favour of the Petitioner and in respect of which a financing statement was registered in the British Columbia Personal Property Registry under base registration number 322723P on February 21, 2023 (the "**GSA**"), is a charge in favour of the Petitioner on all of the present and after acquired personal property of Bliss Body in priority to the interests therein or claims thereto of all Respondents.
3. A Declaration that the payments due and owing under the Loan and Security Agreements (as defined herein) are in default and that all monies secured by the Mortgage and the GSA are due and owing.
4. A Declaration that, as at August 19, 2025, the amount of money due under the Loan and Security Agreements, secured by the Mortgage and the GSA, and required to redeem the Lands is the sum of \$2,619,195.49, together with interest accruing thereon pursuant to the Loan and Security Agreements at the current rate of \$553.05 per day from August 19, 2025 to the date of payment, together with the Petitioner's costs of and related to this proceeding.
5. Judgment against the Respondents, Bliss Body, in the amount of \$2,619,195.49, together with interest accruing thereon pursuant to the Loan and Security Agreements at the

current rate of \$553.05 per day from August 19, 2025 to the date of judgment, together with the Petitioner's costs of and related to this proceeding.

6. Judgment against the Respondents, 1391598 B.C. Ltd. and Tod William English, in the amount of \$2,538,000.00, together with interest accruing thereon pursuant to the Loan and Security Agreements at the current rate of 9.950% per annum from June 27, 2025 to the date of judgment, together with the Petitioner's costs of and related to this proceeding.
7. An Order, substantially in the form set out in Schedule "A" hereto, appointing BDO Canada Limited ("**BDO**") as receiver and manager, without security, over all of the assets, undertaking and property of Bliss Body (the "**Property**"), pursuant to, among other things, section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-5 (the "**BIA**") and section 39 of the *Law and Equity Act*, RSBC 1996, c. 253 (the "**LEA**").
8. A Certificate of Pending Litigation.
9. An Order for sale of the Property subject to the approval of this Honourable Court.
10. An Order that the Petitioner has liberty to apply to this Honourable Court or the Registrar for a further summary accounting of any amounts which become due to the Petitioner for interest, taxes, arrears of taxes, insurance premiums, costs, charges, expense or otherwise after the pronouncement of any Order made herein.
11. An Order for all other necessary, accounts, directions and inquiries.
12. Costs.
13. Such further relief as this Honourable Court may deem just in the circumstances.

Part 2: FACTUAL BASIS

Background

1. The Petitioner, Royal Bank of Canada (the "**Petitioner**" or the "**Bank**"), is a chartered bank with an address for service in this proceeding c/o McMillan LLP, 1500 – 1055 West Georgia Street, Vancouver, British Columbia.

2. The Respondent, Bliss Body, is a company incorporated pursuant to the laws of British Columbia with a registered and records office located at c/o Villani & Company, #103 – 7020 Duncan Street, Powell River, British Columbia.
3. The Respondent, 1391598 B.C. Ltd. (“**598 BC**”), is a company incorporated pursuant to the laws of British Columbia with a registered and records office located at Unit A, 7024 Tofino Street, Powell River, British Columbia.
4. The Respondent, Tod William English (“**English**”), is an individual who resides at 3487 Tweedsmuir Ave, Powell River, British Columbia.
5. Bliss Body is the owner of the Lands.
6. Until recently, Bliss Body operated a day spa services business (the “**Spa Business**”) in one of the units at the Lands, as well as leasing certain other units located at the Lands to other commercial tenants. Bliss Body also rents short-term residential units under the name “Beyond Bliss Spa & Suites”. Bliss Body has now ceased to operate the Spa Business and solely leases the commercial units and rents the short-term residential units.
7. English is the sole director of Bliss Body. English is the sole director and officer of 598 BC.
8. English is also a director and officer of other related corporate entities, English Enterprises Inc. and Marben Enterprises Inc.

Loan and Security Agreements

9. The Bank and Bliss Body entered into a business banking loan agreement dated February 6, 2023, as amended by a loan amendment agreement dated April 22, 2025 (together, the “**Loan Agreements**”), pursuant to which the Bank established and authorized certain credit facilities in favour of Bliss Body.
10. Pursuant to the Mortgage, Bliss Body granted a mortgage and assignment of rents in favour of the Bank of the Lands, registered in the Vancouver Land Title Office on February 23, 2023 under registration numbers CB487241 and CB4872412.
11. Pursuant to the GSA, in respect of which a financing statement was registered in the British Columbia Personal Property Registry under base registration number 322723P on

February 21, 2023, Bliss Body granted the Bank a security interest in all of its present and after acquired personal property.

12. Pursuant to a guarantee and postponement of claim dated February 21, 202 (the “**598 BC Guarantee**”), 598 BC promised to pay the Bank on its demand, all debts, liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Bliss Body up to the maximum principal amount of \$2,538,000, plus interest thereon from the date of demand at the Bank’s Prime rate plus 5.00% per annum and costs.
13. Pursuant to a guarantee and postponement of claim dated February 21, 202 (the “**English Guarantee**”, together with the Loan Agreements, the Mortgage, the GSA and the 598 BC Guarantee, the “**Loan and Security Agreements**”), English promised to pay the Bank on its demand, all debts, liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Bliss Body up to the maximum principal amount of \$2,538,000, plus interest thereon from the date of demand at the Bank’s Prime rate plus 5.00% per annum and costs.

The Lands

14. Bliss Body leases units in the two-storey wood-framed, mixed-use residential/commercial building situated on the Lands (the “**Building**”).
15. Three commercial tenants occupy the commercial space on the main and basement levels of the Building: a clothing retailer, an occupational therapist and a day spa services business called Somerset Moss Skincare (“**Somerset**”). Somerset appears to occupy the space that was formerly used by Bliss Body to the Spa Business. It is not known to the Bank whether Somerset is also leasing the equipment formerly used by Bliss Body to the Spa Business or if Bliss Body has sold such equipment.
16. There are seven residential rental suites located on the main and upper floors of the Building. Bliss Body rents these residential units as short-term rentals under the name “Beyond Bliss Spa & Suites”.
17. Bliss Body has failed to pay all property taxes in respect of the Lands and the amount of \$46,724.73, including the amount of \$21,351.12 for arrears and interest, is currently due and owing.

18. English has advised the Bank that he has been diverting the revenue earned by Bliss Body, including the rent received from commercial and residential tenants, to support the financing of a construction project at an unrelated site in Powell River. The Bank does not hold any security in such construction project.
19. Bliss Body failed to give prior notice to the Bank that the Spa Business would be closed, or seek the consent of the Bank to the closure of the Spa Business.

Indebtedness, Defaults and Remedies

20. Bliss Body defaulted on its obligations under the Loan and Security Agreements by, among other things, its failure to pay all sums of money when due and failure to comply with all of its reporting obligations thereunder.
21. Among other defaults, Bliss Body has failed to comply with its reporting obligations under the Loan and Security Agreements by failing to provide:
 - (a) year-end financial statements for its financial years ending September 30, 2023, February 28, 2024 and February 28, 2025;
 - (b) a year-end financial statements for 598 BC for its financial year ending February 28, 2025;
 - (c) information regarding remittance to tax authorities of its employee source deductions;
 - (d) information regarding payment of its 2024 and 2025 municipal, provincial and federal taxes, including payment of its property taxes in respect of the Lands; and
 - (e) requested financial information for the personal guarantor, English.
22. As of August 19, 2025, the amount of money due under the Loan and Security Agreements, and secured by the Mortgage and the GSA, is the sum of \$2,619,195.49, together with interest accruing thereon pursuant to the Loan and Security Agreements at the current rate of \$553.05 from August 19, 2025 to the date of payment and costs.

23. 598 BC and English are jointly and severally liable to the Bank for the principal amount of \$2,538,000 as at June 27, 2025, plus interest accruing thereafter and costs, pursuant to the 598 Guarantee and the English Guarantee, respectively.
24. Among other remedies upon default, the Bank has the contractual right to appoint a receiver under the Mortgage and the GSA.

Demands and Notice of Intention to Enforce Security

25. By letters dated June 27, 2025, the Bank (by its counsel) demanded payment of the amounts due under the Loan and Security Agreements in accordance with the terms thereof and accordingly the full balance of principal, interest and other charges is now due and payable thereunder.
26. On June 27, 2025, the Bank (by its counsel) delivered a Notice of Intention to Enforce Security to Bliss Body pursuant to subsection 244(1) of the BIA.
27. Bliss Body, 598 BC and English have failed or neglected to pay the amounts due under the Loan and Security Agreements.

Other Charges

28. On January 3, 2024, an inter alia mortgage and assignment of rents was registered in the Vancouver Land Title Office against the Lands in favour of York Ventures Ltd. and Varsity Capital Corporation.

Appointment of a Receiver

29. BDO, a trustee within the meaning of section 2 of the BIA, is qualified to act as receiver of the Property. BDO has consented and agreed to act as such receiver.
30. In the circumstances, and in light of the ongoing Events of Default, the Bank has determined that the appointment of a receiver is necessary and appropriate to pursue a transparent, orderly and timely sale process for the assets of Bliss Body, including the Lands, pursuant to its rights and remedies under the Loan and Security Agreements.

Part 3: LEGAL BASIS

1. The Bank relies on:
 - (a) Rules 1-3, 2-1, 10-2, 13-5, 1401, 16-1, 21-7 and 22-1 of the *Supreme Court Civil Rules*;
 - (b) section 243 of the BIA;
 - (c) section 39 of the LEA;
 - (d) section 64 of the *Personal Property Security Act*, RSBC 1996, c 359; and
 - (e) such other legal basis as counsel may advise.
2. Pursuant to section 39 of the LEA and section 243 of the BIA, this Court may appoint a receiver where it is just and convenient.
3. In determining whether it is just and convenient to appoint a receiver, the following factors may be considered (among others):
 - (a) whether irreparable harm might be caused if no order were made;
 - (b) the nature of the property;
 - (c) the apprehended or actual waste of the debtor's assets;
 - (d) the preservation and protection of the property;
 - (e) the balance of convenience to the parties;
 - (f) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
 - (g) the effect of the order upon the parties;
 - (h) the conduct of the parties;
 - (i) the length of time that a receiver may be in place;
 - (j) the cost to the parties;

- (k) the likelihood of maximizing return to the parties;
- (l) the goal of facilitating the duties of the receiver.

***Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.,
2009 BCSC 1527 [Maple Trade], at para. 25***

4. The factors listed in *Maple Trade* are not a checklist but a collection of considerations to be viewed holistically in an assessment as to whether, in all of the circumstances, the appointment of a receiver is just or convenient.

Pandion Mine Finance Fund LP v Otso Gold Corp., 2022 BCSC 136, at para. 54

5. When the appointment of a receiver is sought over Lands, the Court must also consider the law regarding foreclosure and the equity of redemption in determining whether the receiver will be granted the power of sale and when.

***Bank of Montreal v Haro-Thurlow Street Project Limited Partnership,
2024 BCSC 47 [Haro], at para. 101***

6. A secured creditor is entitled to elect the means by which the security will be enforced, as provided for in the applicable security agreement, subject to the Court's determination in the circumstances.

Haro, at para. 95

7. The right of a secured creditor to apply for a receiver under the applicable security agreement provides a "strong factor" in support of the imposition of a receiver. The "extraordinary" nature of a receivership order is "significantly reduced when dealing with a secured creditor who has the right to a receivership under its security agreements" and even less so "when dealing with a default under a mortgage".

***Maple Trade, at para. 26
BCIMC Construction Fund Corporation et al v The Clover on Yonge Inc.,
2020 ONSC 1953, at paras. 4, 44***

8. It is just and convenient in the circumstances to appoint a receiver over the Property of Bliss Body, including the Lands, for, among other things, the following reasons:

- (a) Bliss Body and the guarantors, English and 598 BC, are in default of their obligations under the Loan and Security Agreements, with a debt outstanding to the Bank of approximately \$2.6 million;
 - (b) Bliss Body has been unable to sell the Lands or refinance its indebtedness to the Bank, despite having had an opportunity to do so;
 - (c) the Mortgage and the GSA provide for the appointment of a receiver upon default;
 - (d) the Bank's security over Bliss Body's assets may be impaired by, among other things, the admission of English that Bliss Body's revenues are being diverted to other businesses and/or projects;
 - (e) the nature of the Lands, including the presence of commercial and short-term residential tenants, necessitates the appointment of a receiver to ensure proper management of the Building and recovery of all rental payments; and
 - (f) the appointment of a receiver will ensure the value of the Property, including the Lands, is maximized for the benefit of all stakeholders.
9. Accordingly, the Bank seeks the appointment of BDO as receiver over the Property of Bliss Body, including the Lands, to secure and preserve its collateral and ensure a timely and transparent disposition that maximizes value.

Part 4: MATERIAL TO BE RELIED ON

- 1. Affidavit #1 of Michael Daerendinger, made August 21, 2025.
- 2. Affidavit #2 of Michael Daerendinger, made August 21, 2025.
- 3. Such further and other materials as counsel may advise and this Honourable Court may permit.

Date: August 20, 2025

Signature of lawyer for the Petitioner, Royal
Bank of Canada
Daniel Shouldice

To be completed by the court only:

Order made

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

with the following variations and additional terms:

Date:

Signature of Judge Associate Judge

INFORMATIONAL NOTICE FOR FORECLOSURE PROCEEDINGS

This is a foreclosure proceeding. You have been served with the enclosed materials because you appear to have an interest in the property described in the petition to the court.

Within this proceeding, the court may make orders concerning distribution of sale proceeds that impact you.

To ensure that you are informed of any court orders concerning distribution of funds, you must make the court and the petitioner(s) aware of your contact information. This can be done by filing a response to petition or notifying the petitioner in writing of your current contact information.

If at any stage of this proceeding you wish to take a position on the relief sought in this proceeding, a response to petition and supporting affidavit must be filed and served on the petitioner(s) within the timelines set out in the Supreme Court Civil Rules.

THIS COURT ORDER AND DECLARES that:

APPOINTMENT

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

RECEIVER’S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
- (c) to manage, operate and carry on the business of the Debtor, 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 Debtor;
- (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 Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting these amounts, including, without limitation, enforcement of any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;

- (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 Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (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 Debtor, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Court in respect of any transaction, 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;
- (l) 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;
- (m) 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;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) 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 Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (r) to assign the Debtor into bankruptcy, on such date to be determined by the Receiver, for the general benefit of creditors pursuant to section 49(1) of the BIA; and

- (a) 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 Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtor; (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.

5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

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

all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor 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 Debtor 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 Debtor and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, 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 Debtor to carry on any business which the Debtor 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

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

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor 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 Debtor 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' 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 Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such

information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:

- (a) before the Receiver's appointment; or,
- (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:

- (a) any gross negligence or wilful misconduct on its part; or

- (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

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

RECEIVER'S ACCOUNTS

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

21. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$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.

24. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

ALLOCATION

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

VALIDITY OF SECURITY

28. The Mortgage and Assignment of Rents dated February 21, 2023 and registered in the Vancouver Land Title Office on February 23, 2023 under registration numbers CB487241 and CB4872412 (together, the “**Mortgage**”), charging the real property municipally described as 4555 Marine Avenue, Powell River, British Columbia and legally described as PID: 010-724-028 Lot 3 Block 9 District Lot 5307 Plan 7075 (the “**Real Property**”), is a mortgage charging the Real Property in priority to the interests therein or claims thereto of all respondents and all persons claiming by, through or under them.

29. The General Security Agreement dated February 21, 2023 granted by Bliss Body & Bath Ltd. in favour of the Petitioner, in respect of which a financing statement was registered in the BC PPR under base registration number 322723P on February 21, 2023, constitutes a charge in favour of the Petitioner on all present and after acquired personal property of Bliss Body & Bath Ltd. in priority to the interests therein or claims thereto of all respondents and all persons claiming by, through or under them.

JUDGMENT

30. The Petitioner is hereby granted judgment against the Debtor in the amount of \$2,619,195.49 as at August 19, 2025, plus interest thereon to the date of judgment, and the Petitioner’s costs of and related to this proceeding.

31. The Petitioner is hereby granted judgment against 1391598 B.C. Ltd. and Tod English, jointly and severally, in the amount of \$2,538,000.00 as at June 27, 2025, plus interest thereon to the date of judgment, and the Petitioner’s costs of and related to this proceeding.

SERVICE AND NOTICE OF MATERIALS

32. 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.

33. 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 send a written request, which may be made by way of email, to counsel for the Receiver requesting that the Receiver add them to a service list to be maintained by the Receiver (the “**Service List**”). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.

34. The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have properly requested to be added to the Service List. The failure of any Person to make a written request to be added to the Service List releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person makes a proper written request to be added to the Service List.

35. 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.

36. Notwithstanding paragraph 32 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.

37. 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 Debtor’ 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

38. 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.

39. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

40. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

41. 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.

42. 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.

43. 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' estate with such priority and at such time as this Court may determine.

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

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

Signature of lawyer for Petitioner
Daniel Shouldice

By the Court

Registrar

Schedule "A"
LIST OF COUNSEL

Schedule "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO CANADA LIMITED, the Receiver and Manager (the "Receiver") of all of the assets, undertakings and properties Bliss Body & Bath Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Supreme Court of British Columbia (the "Court") dated the ____ day of _____, 202_ (the "Order") made in SCBC Action No. _____ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the ____ 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 the [bank] 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 _____, 202__.

BDO CANADA LIMITED, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name: _____

Title: _____