



*This is the 2<sup>nd</sup> affidavit made in this case by  
Chris Bowra, sworn January 29, 2024*

Court File No. S229292  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**113 ROYAL INVESTMENTS LTD.**

PETITIONER

**AND:**

**GEYSER BRANDS INC.**

RESPONDENTS

**AFFIDAVIT**

I, CHRIS BOWRA, Chartered Professional Accountant, of 1100 – 1055 West Georgia Street, in the City of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Licensed Insolvency Trustee and Vice President at BDO Canada Limited (“BDO”), the Receiver (the “Receiver”) of the assets, undertakings and properties of Geysler Brands Inc. (“Geysler”) pursuant to the Order of Mr. Justice Groves pronounced on December 16, 2022 (the “Receivership Order”), and as such I have personal knowledge of the facts and matters hereinafter deposed to, except where stated to be on information and belief and where so stated I verily believe it to be true. A true copy of the Receivership Order is attached hereto as **Exhibit “A”**.

2. In particular, by virtue of paragraph 21 of the Receivership Order the Receiver and its legal counsel shall pass their accounts 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, which passing may be heard on a summary basis.
3. This affidavit is intended to be read in conjunction with the Receiver's Second Report to Court (the "**Discharge Report**"), filed with this Affidavit, and is intended to specifically address the Receiver's and its legal counsel's accounts in respect of this matter.
4. The purpose of this Affidavit, when read with the Discharge Report, is to advise the Court as to the factors commonly considered by the Court for the purpose of considering the accounts and passing them summarily in that respect.

#### **The Receiver's Activities**

5. The Receiver has outlined all of its activities (the "**Activities**") through the course of this receivership (the "**Receivership**") in the Receiver's First Report to Court dated March 22, 2023 (the "**First Report**", and together with the Discharge Report, the "**Reports**") and the Discharge Report.
6. By way of summary, the Receiver has:
  - a. Taken possession of the assets;
  - b. Terminated the sole employee;
  - c. Borrowed \$150,000 from 113 Royal, as authorized by paragraph 23 of the Receivership Order, as secured by the Receiver's Borrowings Charge (as defined in the Receivership Order);
  - d. Obtained and reviewed information to be included in the virtual data room;
  - e. Carried out a sales process for the assets;

- f. Held discussions and correspondence with various prospective purchasers;
- g. Held discussions and correspondence with creditors and stakeholders;
- h. Held discussions and correspondence with legal counsel;
- i. Investigated legal actions against the Company and its subsidiaries;
- j. Performed statutory duties as required pursuant to subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act (Canada)* in relation to creditor and Official Receiver notification;
- k. Attended the premises of the Company's operating subsidiary in Port Coquitlam, British Columbia;
- l. Obtained Court approval for the sale of the Company's assets;
- m. Worked with Canada Revenue Agency ("CRA") to facilitate a payroll trust audit; and,
- n. Reviewed and filed employee T4's and ROE's.

#### **The Receiver's Accounts**

- 7. On a regular basis, the Receiver rendered accounts to the secured creditor, 113 Royal Investments Ltd.
- 8. Based upon my review of the time recordings, I confirm that the work as described therein was undertaken and was, in my opinion, necessary for the Receiver to fulfill its duties and obligations under the Receivership Order.
- 9. The work undertaken by the Receiver's personnel was done under my direct supervision and where appropriate, the work was delegated. Further, each of the disbursements paid by the Receiver was necessarily incurred for the Receiver to fulfill its obligations and incurred in accordance with my instructions.

10. The incurred fees set out in the invoices were charged at BDO's standard billing rates in effect at the time. Disbursements were charged at cost.
11. For the period of October 11, 2022, to November 17, 2023, a summary of the Receiver's fees and disbursements were:

	\$
Fees	65,061
Disbursements	3,314
GST	<u>3,582</u>
<b>Total</b>	<b><u>71,957</u></b>

12. Details of the Receiver's fees and invoices are attached as **Exhibit "B"**.
13. A summary of the time spent on this assignment by members of BDO Canada Limited for the period October 11, 2022, to November 17, 2023, is summarized below:

Name	Title	Average Hourly Rate (\$)	Hours
Jervis Rodrigues	Partner	660	27.10
Chris Bowra	Vice President	495	51.45
Martin Chan	Manager	400	19.80
Troy Chesley	Senior Analyst	275	56.65
Office Administration		180	2.90
		<b>412</b>	<b>157.90</b>

14. To the best of my knowledge, information and belief, the information contained in the invoices as to:
- a. The number of hours worked;
  - b. The nature of work performed;

- c. The identity of the individuals who performed the work; and,
- d. The rates charged for the work performed

are true and correct in all respects.

15. I have reviewed the information contained in the invoices and I verily believe that:

- a. The time and disbursements incurred in the course of the Receiver's duties are:
  - i. Fair and comparable to receivership assignments of similar scale and complexity;
  - ii. Comparable to receivership assignments of similar scale and complexity;
- b. The hourly rates charged by the Receiver are:
  - i. Consistent with the hourly rates billed by the Receiver on other engagements;
  - ii. Consistent with other insolvency firms of comparable size engaged on matters of a similar nature and complexity; and,
- c. The services were performed by the Receiver in a prudent and economical manner.

16. I verily believe that the time expended and the fees charged by BDO are reasonable in light of the services provided and prevailing market rates for services of this nature; specifically given the features of this file.

17. In light of the foregoing, I believe it is appropriate that the Receiver requests that the Court approve the Receiver's fees incurred to date of \$65,061 and additional fees, costs and taxes to a maximum of \$10,000 to complete the administration of the Receivership.

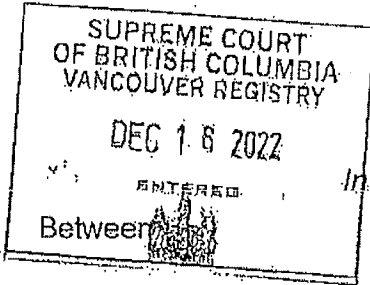
### The Receiver's Legal Accounts

18. The Receiver engaged Farris LLP ("Farris") as its independent legal counsel.
19. I have reviewed the First Affidavit of Tevia Jeffries sworn January 29, 2024 (the "Farris Affidavit"), including the invoices of Farris attached thereto.
20. I confirm that Farris regularly invoiced the Receiver for the activities undertaken by them as requested by the Receiver for both their fees and disbursements.
21. In summary, the amounts billed to the Receiver are as follows:

	\$
Fees	27,842
Disbursements	327
PST	1,966
GST	1,404
<b>Total</b>	<u>31,538</u>

22. I reviewed the invoices when and as they were submitted for payment by the Receiver and can confirm:
- a. The work as described therein was undertaken at the Receiver's request and in accordance with its instructions;
  - b. In my opinion, the accounts as rendered are reasonable and reflect an appropriate amount of time for the activities undertaken, given the issues arising in these proceedings, appropriate and standard disbursements for the work done, and prevailing market rates for services of this nature; and
  - c. The Receiver has approved the fees and disbursements in respect of the legal services provided by Farris.





FORM 35 (RULES 8-4(1), 13-1(3) AND 17-1(2))

No. S-229292  
Vancouver Registry.

In the Supreme Court of British Columbia

Between

113 ROYAL INVESTMENTS LTD.

Petitioner

and

GEYSER BRANDS INC.

Respondent

**RECEIVERSHIP ORDER MADE AFTER APPLICATION**

BEFORE ) THE HONOURABLE ) THE 16<sup>th</sup> DAY OF  
 ) JUSTICE GROVES ) December, 2022  
 ) )

ON THE APPLICATION of 113 Royal Investments Ltd. ("113 Royal") for an Order pursuant to Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3; as amended (the "BIA") and Section 39 of the Law and Equity Act, R.S.B.C. 1996 c. 253, as amended (the "LEA") appointing BDO Canada Limited as Receiver and/or Receiver and Manager (in such capacity, the "Receiver") without security, of all of the assets, undertakings and property of Geysler Brands Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Helen M. Ai sworn November 19, 2022 and the consent of BDO Canada LLP to act as the Receiver AND ON HEARING Heather A. Frydenlund, Counsel for the Petitioner, and no one else appearing, although duly served;

THIS COURT ORDERS that:

APPOINTMENT

This is Exhibit "A" referred to in the affidavit of Chris Boura sworn before me at Vancouver this 29 day of January, 2024.

A Commissioner for taking Affidavits for British Columbia

Troy Brent Chesley  
Commission expires August 31, 2026



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 market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - i) without the approval of this Court in respect of a single transaction for consideration up to \$50,000.00; provided that the aggregate consideration for all such transactions does not exceed \$100,000.00 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 Debtor;
- q) 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;
- r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the 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'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 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's 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)(o) 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

\$150,000.00 (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 "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### ALLOCATION

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

## SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall establish and maintain a website in respect of these proceedings at: <https://www.bdo.ca/en-ca/services/advisory/debt-and-financial-recovery-services/corporate-restructuring> (the "Website") and shall post there as soon as practicable:
- a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
  - b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule B (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.
30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "Service List"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of

such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

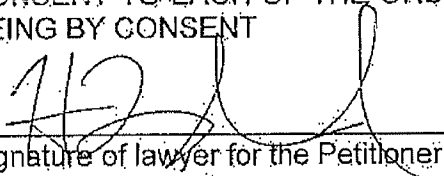
32. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtor's 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 judicial obligation and notice requirements within the meaning of clause 3(e) of the *Electronic Commerce Protection Regulations*.


#### GENERAL

34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
39. The [Plaintiff/Applicant] shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the [Plaintiff/Applicant]'s security or, if not so provided by the [Plaintiff/Applicant]'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.
40. 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 the Petitioner  
Heather A. Frydenlund

By the Court.  
  
\_\_\_\_\_  
Registrar

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT

\$ \_\_\_\_\_

1. THIS IS TO CERTIFY that BDO Canada Limited, the Receiver and/or Receiver and Manager (the "Receiver") of all of the assets, undertakings and properties of Geysler Brands Inc. 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 \_\_\_\_\_, 2022 (the "Order") made in SCBC Action No. \_\_\_\_\_ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the \_\_\_\_\_ day of each month after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.



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

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

Per: \_\_\_\_\_

Name:

Title:

SCHEDULE "B"  
DEMAND FOR NOTICE

TO: 113 ROYAL INVESTMENTS LTD.  
c/o Owen Bird Law Corporation  
PO Box 1, Vancouver Centre II  
2900-733 Seymour Street  
Vancouver, B.C. V6B 0S6  
Attention: Jonathan L. Williams  
Email: jwilliams@owenbird.com

AND TO: BDO Canada Limited  
1100 - 1055 West Georgia Street  
Vancouver, B.C. V6E 3P3  
Attention: Chris Bowra  
Email: cbowra@bdo.ca

Re: In the matter of the Receivership of GEYSER BRANDS 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: \_\_\_\_\_

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No. S-229292  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

113 ROYAL INVESTMENTS LTD.

Petitioner

and

GEYSER BRANDS INC.

Respondent

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**RECEIVERSHIP ORDER**

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OWEN BIRD LAW CORPORATION  
P.O. Box 49130  
Three Bentall Centre  
2900 - 595 Burrard Street  
Vancouver, BC V7X 1J5

File No. 40057/0000

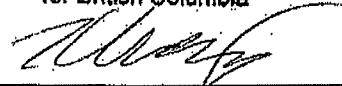
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In the Matter of the Receivership of  
 Geysler Brands Inc.  
 Summary of BDO Canada Limited's Invoices  
 For the Period October 11, 2022 to November 17, 2023

Period	Invoice	Fees	Disbursements	GST	Total
October 11, 2022 to March 13, 2023	CINV2197386	\$ 46,640.50	\$ 3,291.06	\$ 2,659.82	\$ 52,591.38
March 14, 2023 to November 17, 2023	CINV2485059	\$ 18,420.50	\$ 23.02	\$ 922.18	\$ 19,365.70
<b>Total</b>		<b>\$ 65,061.00</b>	<b>\$ 3,314.08</b>	<b>\$ 3,582.00</b>	<b>\$ 71,957.08</b>

This is Exhibit " B " referred to in the  
 affidavit of Chris Bowda  
 sworn before me at Vancouver  
 this 24 day of January, 2024

.....  
 A Commissioner for taking Affidavits  
 for British Columbia



**Troy Brent Chesley**  
 A Commissioner for Taking Affidavits  
 for British Columbia  
 Commission expires August 31, 2026



BDO Canada Limited  
Unit 1100-Royal Centre  
1055 West Georgia Street P.O. Box  
11101  
Vancouver, BC V6E 3P3  
Canada  
(604) 688-5421

March 23, 2023

113 Royal Investments Ltd.

2535 - 3700 No. 3 Road  
Richmond, BC V6X 3X2

Attention: Geoff Woo

Invoice CINV2197386  
Electronic Banking Account No. CUS0065977

For professional services with respect to the following:

For professional services rendered in connection with our engagement as Receiver of Geysers Brands Inc. for the period October 11, 2022 to March 13, 2023.	\$ 46,640.50
<b>Time Subtotal</b>	<b>\$ 46,640.50</b>
<b>Disbursements</b>	
Disbursements	\$ 3,291.06
<b>Disbursement Subtotal</b>	<b>\$ 3,291.06</b>
Administration and technology fee	\$ 3,264.84
<b>Subtotal</b>	<b>\$ 53,196.40</b>
GST/HST (5%)	\$ 2,659.82
<b>Total</b>	<b>\$ 55,856.22</b>

*This invoice is in CAD*

**Ways to pay:**

- Online banking using your Account Number found at the top right of this page
- Credit card by phone or in person at your BDO office
- Debit card in person at your BDO office
- Wire/EFT – Contact your local BDO office for details. Please email your payment notifications to [EFTPayments@bdo.ca](mailto:EFTPayments@bdo.ca)

\*BDO does not accept internet/email transfers.  
Due to COVID-19, please call your BDO office to ensure we are open/available for in person payments.

GST No. 101548424RT0001

Accounts are due when rendered

Interest at 1.00% per month (12.00% per annum) will be charged on accounts over 30 days

BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms

Geyser Brands Inc.  
Summary of Time

Schedule "A"

for the period October 11, 2022 through to March 13, 2023

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b><u>Partner</u></b>			
Jervis Rodrigues	8.10	600.00	4,860.00
Jervis Rodrigues	5.50	660.00	3,630.00
	13.60		8,490.00
<b><u>Senior Manager</u></b>			
Chris Bowra	26.35	475.00	12,516.25
Chris Bowra	18.90	495.00	9,355.50
	45.25		21,871.75
<b><u>Manager</u></b>			
Jillian Misener	0.30	400.00	120.00
Martin Chan	4.80	400.00	1,920.00
Martin Chan	14.60	350.00	5,110.00
	19.70		7,150.00
<b><u>Analyst</u></b>			
Troy Chesley	9.30	205.00	1,906.50
	25.35	275.00	6,971.25
	34.65		8,877.75
<b><u>Administrator-Senior</u></b>			
Wanda Labonte	0.30	270.00	81.00
<b><u>Administrator</u></b>			
Carla Casco	0.20	170.00	34.00
Laura Demchuk	0.80	170.00	136.00
	1.00		170.00
	114.50		46,640.50
<b>Disbursements:</b>			
2022-12-21	Receivership ad		801.31
2023-01-11	Sales process ad in the Globe & Mail		2,489.75
			3,291.06

Name	Date	Description	WIP Hours
Carla Casco	2023-01-31	Receipt cheque & prepared deposit slip.	<u>0.2</u>
Chris Bowra	2022-10-19	Review of balance sheets. Summarize balance sheets.	1.25
	2022-10-20	Discussion with Steve Chérniak regarding sales process for a cannabis operation. Discussions with legal counsel.	2.4
	2022-10-21	Correspondence regarding options.	0.5
	2022-10-24	Discussions with legal counsel regarding options. Conference call with 113 Royal.	2.75
	2022-10-26	Discussion with Mcmillan regarding license transfer issues. Discussion with Jonathan Williams. Various discussions regarding outstanding issues and items.	2.25
	2022-10-28	Discussion with Jonathan Williams.	0.5
	2022-10-31	Discussion with Jonathan Williams. Correspondence with the secured creditor.	0.75
	2022-11-01	Conference call with Jonathan Williams and 113 Royal.	0.9
	2022-11-09	Discussion with Jonathan Williams. Correspondence regarding contents of sales process order.	0.75
	2022-11-10	Review of draft receivership application materials.	0.4
	2022-11-14	Discussion with Jonathan Williams.	0.4
	2022-11-16	Review of draft SISP Order.	1
	2022-11-18	Discussion with Tevia Jeffries regarding comments on draft receivership order.	0.2
	2022-11-21	Discussion with legal counsel regarding draft SISP Order.	0.6
	2022-11-24	Discussions with legal counsel regarding draft SISP Order and changes. Make changes to indemnity agreement.	1
	2022-12-06	Discussion with Jonathan Williams.	0.1
	2022-12-08	Review and swear affidavit for receivership.	0.4
	2022-12-15	Discussion with Reago Li of the Company. Discussion with secured creditor.	0.7
	2022-12-16	Review of Order. Discussions regarding teaser information package.	0.5
	2022-12-19	Discussion with secured creditor. Discussions regarding next steps. Attend site, meet with management and conduct site tour.	3.3
	2022-12-20	Prepare Form 7. Discussions regarding outstanding information, sales process, Form 87. Review of draft NDA for sales process. Discussion with legal counsel. Review of information provided.	1.7

2022-12-21	Review of updated NDA for sales process and correspondence with legal counsel regarding the same. Review of insurance. Discussion with the secured creditors legal counsel. Attend site of registered records office per corporate searches. Discussion with Reago Li. Review of information provided by the Company. Discussions regarding registered records office. Discussion with Monita Faris of Pacific Blue Holdings regarding minute books and share certificates. Discussion with Mike Naughton of Gallagher Insurance.	4
2023-01-03	Review of latest NDA. Discussion with ATB regarding bank account freeze. Review of draft teaser, sales ads, website update. Discussion with Reago Li regarding required information. Discussion with legal counsel.	4.1
2023-01-04	Review of sales ads. Discussions regarding sales process.	0.6
2023-01-05	Discussion with shareholder. Discussion with Monita Faris.	0.3
2023-01-06	Discussion with secured creditor. Review of information provided by Monita Faris.	0.7
2023-01-09	Various correspondence with creditors. Discussion with Reago Li.	0.4
2023-01-10	Discussion with shareholder. Review of information. Discussion with legal counsel. Discussion and correspondence with the Company.	1.8
2023-01-11	Discussion with Jake Cabott. Review of draft purchase and sale agreement and provide comments.	0.7
2023-01-12	Discussion with the Company.	0.1
2023-01-13	Discussion with legal counsel.	0.3
2023-01-15	Provide comments on teaser email to go out to prospective purchasers.	0.2
2023-01-17	Correspondence with the Company. Correspondence with insurer.	0.3
2023-01-19	Discussion with legal counsel regarding asset purchase agreement.	0.6
2023-01-24	Discussions with creditors.	0.4
2023-01-31	Discussion with secured creditor. Discussions regarding contents of data room.	0.5
2023-02-01	Discussion with legal counsel regarding purchase agreement.	0.3
2023-02-06	Correspondence with Jonathan Williams regarding share ownership of subsidiaries.	0.3
2023-02-07	Discussion with legal counsel. Discussion with Dentons regarding Geysler Management Inc. litigation. Correspondence with secured creditor.	0.5
2023-02-21	Discussion with legal counsel. Discussion with secured creditors legal counsel.	0.7
2023-02-24	Conference call with secured creditor.	1
2023-02-27	Discussion with legal counsel.	0.5
2023-03-01	Discussion with legal counsel.	0.3
2023-03-02	Discussion with Whistler Therapeutics.	0.2



	2023-03-06	Review of correspondence regarding purchase and sale agreement. Discussion with legal counsel. Discussion with secured creditor's legal counsel.	0.6
	2023-03-07	Review of report to Court.	0.8
	2023-03-08	Discussion with RBC regarding their security registration. Go through changes to the report to Court. Discussion with legal counsel.	0.9
	2023-03-09	Review of draft report.	1.5
	2023-03-13	Discussion with legal counsel. Discussion with Whistler Therapeutics. Review of report to Court.	0.3
			45.25
Jervis Rodrigues	2022-10-18	Review Cannabis licences; lease agreement; email to J. Parisi regarding licenses and validity in an insolvency, other matters.	0.8
	2022-10-19	Security agreement for Lenders; CCAA discussion; emails; and other matters.	0.5
	2022-10-25	CCAA; ReceivrsHIP; emails update with team; risk assessments; other matters.	2
	2022-11-01	Review emails and updates; review risk and sign off on independence and client acceptance.	0.7
	2022-11-03	Review emails regarding receivership options v. CCAA; Receiver of shares; legal memo's and BDO summaries/emails. Other matters	1
	2022-11-10	Independence and risk/client acceptance.	0.3
	2022-11-23	Review petition; draft order; other Court matters.	1
	2022-12-05	Various updates by counsel and client updates.	1
	2022-12-19	Receivership appointment and initial statutory matters.	0.8
	2023-01-03	Creditor call and call from shareholder.	0.5
	2023-01-04	Review teaser and newspaper ads.	0.3
	2023-01-16	Creditor and shareholder calls.	0.5
	2023-02-16	Update on receivership.	0.2
	2023-02-27	Updates on SISP; offer from 113; review PSA; emails and other matters.	2
	2023-02-28	Offers under SISP; other matters.	0.5
	2023-03-01	Review of purchase and sale agreement from 113; SISP; final agreement; other matters.	1
	2023-03-03	Update on sale process.	0.5
			13.6
Jillian Misener	2023-01-03	Review email from Chris Bowra, complete the request to open new trust account and submit via email to VersaBank.	0.3
Laura Demchuk	2022-12-23	Print and mail receivership notice to creditors.	0.6
	2023-01-09	Draft and sign affidavit.	0.2
			0.8
Martin Chan	2022-10-11	Discussion with Owen Bird on security and alternatives. Debrief with BDO on same;	0.7
	2022-10-21	Discussion with team on options. Review correspondences from Owen Bird.	0.5

2022-11-17	Review updates to date, Discussions with C. Bowra on sales process. Phone call with Owen Bird. Meeting with 113 Royal on application materials.	1
2022-11-24	Review application materials. Review various correspondences and emails re: application materials and receivership order.	0.7
2022-12-16	Various phone calls and meetings to discuss receivership plan. Review application materials and correspondences from legal counsel. Back and forth communication and meetings with lender.	4.1
2022-12-19	Review Form 87 and other statutory documents. Travel to site. Tour facility.	3
2022-12-21	Finalize Form 87. Review and adjust list of creditors with Form 87. Update Ascend re: Creditor information.	2.9
2022-12-22	Finalize newspaper ad. Revise Form 87 and finalize creditors list. Facilitate mail out and distribution to creditors.	1.7
2023-01-03	Discussions on statutory items and sales process. Follow up with OSB for estate number.	0.5
2023-01-04	Review teaser and notice materials. Discussion with C. Bowra and T. Chesley on same.	1.1
2023-01-09	Review mail out and affidavit of mailing. Discussion with administrator on same. File items accordingly. Other administration.	0.5
2023-01-10	Discuss sales process and other matters.	0.5
2023-01-13	Review teaser. Sales process discussion. Revise teaser email.	0.5
2023-01-17	Review and respond to creditor inquiry. Discuss sales process and teaser and pending information.	0.5
2023-01-19	Respond to prospective purchaser inquiry.	0.3
2023-01-25	Discuss sales process and related items. Respond to creditor inquiry.	0.4
2023-02-22	Banking matters.	0.2
2023-02-28	Review banking matters.	0.3
		<u>19.4</u>
Troy Chesley	2022-12-14 Draft teaser and request for information.	0.65
	2022-12-15 Call with Reago Li, Martin Chan, Chris Bowra and updated request list for teaser document.	0.9
	2022-12-16 Drafts of newspaper notice, forms, letters.	0.9
	2022-12-19 Newspaper ad submission.	0.15
	2022-12-19 Creditors listing assembly.	0.5
	2022-12-19 Site tour.	2.9
	2022-12-20 Team call with Chris Bowra and Martin Chan, IP search, teaser letter draft, Bank freeze call with bank, updates to request letter, and sending to bank.	3.3
	2023-01-03 Website posting draft. Insolvency insider promotion draft. Newspaper ad draft. Call with shareholder. Prep for call, call with Reago Li, and teaser draft updates. Contacting Globe and Mail for ad posting.	4.3
	2023-01-04 Internal discussions. Email correspondence with Reago Li on teaser document draft.	0.65
	2023-01-05 Correspondence with creditors. Call with Reago Li.	0.2
	2023-01-06 Calls with Reago Li. Review of draft NDA for sales process.	0.95

2023-01-09	Calls with creditors. Globe and Mail ad placement.	1.05
2023-01-10	Calls with creditors. Calls with shareholders. Creditor list updates. CRA correspondence. Correspondence with Farris. Internal discussions.	2.75
2023-01-11	Summary of ongoing litigation. Call with CRA for assigning file manager.	2.7
2023-01-12	Demand for notice updates.	0.2
2023-01-13	Correspondence with creditors. Draft of correspondence to go out to prospective purchasers.	0.55
2023-01-17	Demand for notice update.	0.1
2023-01-18	Correspondence with creditor.	0.1
2023-01-20	Correspondence with creditor. Teaser mailout.	0.5
2023-01-23	Correspondence with management. Call with CRA on filed assignment.	0.5
2023-01-24	Insolvency Insider ad for assets for sale. Correspondence with management. Exporting Quickbooks reports for data room. Discussions with prospective purchaser.	1
2023-01-26	Call with creditor.	0.15
2023-01-30	Call with creditor.	0.25
2023-01-31	Internal discussions. Review draft of sales agreement. Data room assembly.	1
2023-02-02	Correspondence with prospective purchaser.	0.2
2023-02-06	Portal set up. Teaser and website amendments.	0.4
2023-02-07	Correspondence with CRA regarding payroll audit.	0.25
2023-02-13	Discussions and email correspondence with prospective purchaser. Data room updates.	0.5
2023-02-15	Correspondence with creditor.	0.25
2023-02-21	Correspondence with management and ROE review.	0.4
2023-02-22	Correspondence with CRA.	0.35
2023-02-27	Email correspondence with potential purchasers.	0.35
2023-03-06	Draft First report to Court.	2
2023-03-08	First report to Court draft updates.	1.7
2023-03-09	Call with CRA and GST nil remittances.	1
2023-03-10	Revisions to draft report to Court.	1
		<u>34.65</u>
Wanda Labonte	2023-02-07 Post and allocate interest-January 2023.	0.05
	2023-02-09 Prepare bank reconciliation - January 2023	0.1
	2023-03-02 Post and allocate interest-February 2023.	0.05
	2023-03-06 Prepare bank reconciliation - February 2023	0.1
		<u>0.3</u>
		<u>114.5</u>



Tel: 604 688 5421  
 Fax: 604-688-5132  
 www.bdo.ca

BDO Canada Limited  
 Unit 1100-Royal Centre  
 1055 West Georgia Street  
 PO.Box 11101  
 Vancouver, BC V6E 3P3

*Strictly Private & Confidential*

113 Royal Investments Ltd.  
 2535-3700 No. 3 Road  
 Richmond BC V6X 3X2

Attention: Geoff Wood

Date	Invoice
November 21, 2023	CINV2485059

RE: Geyser Brands Inc. - Receivership

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with our engagement in the Receivership of the above noted for the period March 14, 2023 to November 17, 2023 as per the details below:

Our Fee	\$ 18,420.50
Disbursements	23.02
Sub Total	<u>18,443.52</u>
GST/HST (5%)	922.18
TOTAL	<u>\$ 19,365.70</u>

Summary of Time Charges:

	Hours	Rate	Amount
J. Rodriguez, Partner	13.5	660.00	8,910.00
C. Bowra, Vice President	6.2	495.00	3,069.00
M. Chan, Manager	0.1	400.00	40.00
T. Chesley, Sr. Analyst	21.9	275.00	6,022.50
T. Kelly, Analyst	0.1	170.00	17.00
L. Demchuk, Admin	0.3	170.00	51.00
C. Casco, Admin	0.4	170.00	68.00
W. Labonte, Admin	0.9	270.00	243.00
Total	<u>43.4</u>		<u>\$ 18,420.50</u>

Staff	Date	Comments	Hours
C. Bowra	14-Mar-23	Review and make changes to report to Court.	0.8
T. Chesley	14-Mar-23	Correspondence with Work Safe BC.	0.2
T. Chesley	15-Mar-23	Correspondence with creditor, Review of 2022 payroll filings.	0.2
C. Bowra	15-Mar-23	Discussion with legal counsel.	0.1
J. Rodrigues	16-Mar-23	Review draft report to Court.	1.0
C. Bowra	16-Mar-23	Review and make changes to report to Court.	0.1
T. Chesley	16-Mar-23	Call with party interested in making a bid.	0.3
J. Rodrigues	17-Mar-23	Update on sale process and Court order approvals	0.5
J. Rodrigues	20-Mar-23	Update on sale process and Court process for approval.	0.5
C. Bowra	21-Mar-23	Review of legal counsel's comments on draft report. Review of Notice of Application to approve sale.	0.3
J. Rodrigues	22-Mar-23	Review Court report with counsel edits and suggestions	1.0
C. Bowra	22-Mar-23	Make changes to report to Court and notice of application.	1.2
J. Rodrigues	23-Mar-23	Report reviews and discussion with team.	1.0
C. Bowra	23-Mar-23	Discussion with the Attorney General regarding Court application. Discussion with legal counsel.	0.4
J. Rodrigues	27-Mar-23	Various closing related matters and Court approval process; Internal discussion.	2.0
C. Bowra	27-Mar-23	Discussion and correspondence with legal counsel.	0.3
J. Rodrigues	29-Mar-23	Update on closing of sale, court approval, other misc.	0.5
C. Bowra	30-Mar-23	Discussion with legal counsel.	0.1
C. Bowra	31-Mar-23	Discussion with legal counsel.	0.3
C. Bowra	3-Apr-23	Discussion with CRA.	0.1
C. Bowra	4-Apr-23	Correspondence and discussion with legal counsel.	0.5
T. Chesley	4-Apr-23	Payment to secured creditor.	0.2
W. Labonte	5-Apr-23	Post and allocate interest - March 2023	0.1
Carla Casco	10-Apr-23	Set up payable & printed cheque.	0.2
W. Labonte	10-Apr-23	Prepare bank reconciliation - March 2023.	0.1
T. Chesley	10-Apr-23	Website updates.	0.4
T. Chesley	12-Apr-23	Discussion with unsecured creditor and service list update.	0.3



Staff	Date	Comments	Hours
J. Rodrigues	12-Apr-23	Approvals of sale.	0.4
J. Rodrigues	17-Apr-23	Closing and sale approval.	0.3
C. Bowra	17-Apr-23	Conference call with secured creditor.	0.4
T. Chesley	17-Apr-23	Call with CRA.	0.8
M. Chan	18-Apr-23	Call with registry services on Form 7 and related correspondence to be provided.	0.1
C. Casco	18-Apr-23	Prepared letter to transfer funds.	0.2
J. Rodrigues	21-Apr-23	Sale of license and closing.	0.3
C. Bowra	21-Apr-23	Discussion with legal counsel.	0.1
T. Chesley	21-Apr-23	Payment to secured creditor.	0.2
J. Rodrigues	26-Apr-23	Closing-related matters; internal discussion.	0.5
C. Bowra	1-May-23	Discussions with legal counsel. Discussion with the Company. Review of closing documents and sign the same.	1.3
W. Labonte	3-May-23	Post and allocate interest - April 2023.	0.1
J. Rodrigues	3-May-23	Sale of shares and closing of transaction. Call from 113 regarding closing and other matters.	0.6
W. Labonté	9-May-23	Prepare bank reconciliation - April 2023.	0.1
J. Rodrigues	12-May-23	Sale of shares; Owen Bird discussion; other matters.	1.0
J. Rodrigues	15-May-23	Creditor call, sale of shares, update with counsel.	1.0
T. Chesley	16-May-23	Short form T2 prep 2018 - 2022.	1.0
T. Chesley	17-May-23	Call with CRA regarding WAC. T2 prep for 2018 - 2022.	3.0
T. Chesley	18-May-23	Payment to legal counsel. CRA call for AUT01 form follow-up and resending to CRA.	1.1
T. Chesley	24-May-23	Correspondence with unsecured creditor. AUT01 follow up with CRA	0.4
J. Rodrigues	24-May-23	Closing of share transfer. Creditor call. Counsel bills. Other matters	1.0
T. Chesley	30-May-23	Follow up with CRA for GST web access code.	0.8
T. Chesley	31-May-23	GST remittances.	0.5
W. Labonte	3-Jun-23	Post and allocate interest-May 2023.	0.1
C. Bowra	7-Jun-23	Discussion with CRA.	0.2
W. Labonte	9-Jun-23	Prepare bank reconciliation - May 2023.	0.1
J. Rodrigues	12-Jun-23	Discharge process.	0.5



Staff	Date	Comments	Hours
J. Rodrigues	22-Jun-23	Estate administration and finalization. Discharge discussions. Other matters.	1.1
T. Chesley	26-Jun-23	Call with CRA regarding T2s.	0.3
T. Chesley	27-Jun-23	Follow up call with CRA regarding T2 status.	0.2
J. Rodrigues	27-Jun-23	Finalization admin matters.	0.3
L. Demchuk	28-Jun-23	Process payable and email to banking administrator; mail cheque; scan support to file.	0.2
T. Chesley	30-Jun-23	Response to creditor inquiry.	0.2
W. Labonte	6-Jul-23	Post and allocate interest - June 2023.	0.1
W. Labonte	11-Jul-23	Prepare bank reconciliation - June 2023.	0.1
T. Chesley	25-Jul-23	Call with CRA and submission of stub period T2.	0.5
W. Labonte	4-Aug-23	Post and allocate interest - July 2023	0.1
T. Chesley	4-Aug-23	Request for new GST account to CRA.	0.4
W. Labonte	6-Aug-23	Prepare bank reconciliation - July 2023.	0.1
T. Chesley	9-Aug-23	Update to service list.	0.2
T. Chesley	25-Aug-23	Draft of discharge report.	0.3
T. Chesley	28-Aug-23	Call with CRA regarding compliance status. Open second GST account. Filing returns for RT0001 account. Request to close RT0001 account. Follow up with CRA insolvency unit regarding returned cheque status. Draft first affidavit of receiver and discharge report.	5.8
T. Chesley	29-Aug-23	Call with CRA regarding missing cheque and requesting package authorizing reissuing.	0.8
W. Labonte	4-Sep-23	Post and allocate interest - August 2023.	0.1
T. Chesley	6-Sep-23	Draft schedule of R&D for Office of Superintendent of Bankruptcy.	1.4
T. Chesley	7-Sep-23	Prepare schedules of receipts and disbursements for filing with Office of Superintendent of bankruptcy.	0.5
T. Chesley	8-Sep-23	Updates to draft R&D.	0.5
W. Labonte	12-Sep-23	Prepare bank reconciliation - August 2023.	0.1
T. Chesley	15-Sep-23	R&D filing with office of Superintendent of Bankruptcy.	0.2
T. Chesley	28-Sep-23	Call with CRA regarding GST refund status.	0.4
L. Demchuk	18-Oct-23	Enter receipt for processing.	0.1
T. Kelly	19-Oct-23	Process bank rec.	0.1
T. Chesley	20-Oct-23	GST filing.	0.4



Staff	Date	Comments	Hours
T. Chesley	23-Oct-23	Correspondence with creditor.	0.3
T. Chesley	24-Oct-23	Calls with CRA requesting GST refund and fax regarding the same.	1.3