

FORM 87
NOTICE AND STATEMENT OF THE RECEIVER
(Subsection 245(1) and 246(1))
IN THE MATTER OF THE RECEIVERSHIP OF
EXPLORER MARINE PARTNERS LTD. AND BLUEWATER RIGGING LTD.
(The “Companies”)

TAKE NOTICE THAT:

1. On the 16th day of February 2023, the undersigned MNP Ltd., became the Receiver and Manager (the “**Receiver**”) of all the assets, undertakings and properties (the “**Assets**”) of Explorer Marine Partners Ltd. (“**Explorer**”) and Bluewater Rigging Ltd. (“**Bluewater**” and collectively with Explorer referred to as the “**Companies**”):

Assets	Estimated Realizable Value (\$'s)
Inventory and Equipment	200,000
Boat	60,000
Vehicles	Unknown
Cash	Unknown
Accounts Receivable	Unknown
Total	Unknown

2. The undersigned became a Receiver in respect of the Assets as described above by virtue of a Court Order issued by the Supreme Court of British Columbia in Action No. S231107 on February 16th, 2023. A copy of the Court Order is attached.
3. The Receiver is reviewing the status and location of the Companies’ Assets however has not taken possession of the Assets at this time.
4. The following information relates to the receivership:
 - a. Address of property: 1815 and 1816 Mast Tower Road,
Vancouver, BC V6H 3X7
 - b. Principal line of business: Marine, mechanical, electrical and
structural repair services
 - c. Location of businesses: Vancouver, Richmond, Campbell River
and North Vancouver

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(The “Companies”)

d. The amount owed by the Companies as of February 16th, 2023 to each creditor who holds a security on the Assets described above, is as follows:

Secured Party	Assets Secured	Company Secured Against	Estimated Amounts Owed (\$000's)
Canadian Imperial Bank of Commerce	All Assets	Bluewater / Explorer	1,440
CRA - Source Deductions	All Assets	Bluewater	105
CRA - GST	All Assets	Bluewater	35
Employees - WEPPA	Current Assets	Bluewater	5
Wells Fargo Capital Finance Corp. Canada	All Assets	Explorer	Unknown
Garrod Family Trust	All Assets	Bluewater	Unknown
Andrew Macdonald & Lindsey Macdonald	All Assets	Bluewater	Unknown
Barnes Wheaton Chevrolet Buick GMC Ltd and Canadian Western Bank	Specific Motor Vehicles	Bluewater	Unknown
Rhyan Leasing Inc.	Specific Motor Vehicle	Bluewater	Unknown
The Bank of Nova Scotia	Specific Motor Vehicles	Bluewater	Unknown
Total			Unknown

e. Attached is a list of unsecured creditors with estimated amounts owing based on the Companies records.

5. MNP Ltd., pursuant to the aforementioned appointment, will review the options available to dispose of the Assets of the Companies.

Contact person for Receiver:

Kevin Koo
 Telephone: (604) 608-6248
 Facsimile: (604) 689-8584
 Email: kevin.koo@mnp.ca

DATED AT Vancouver, British Columbia this 28th day of February 2023.

MNP Ltd.

In its capacity as Receiver of Explorer Marine Partners Ltd. and Bluewater Rigging Ltd.

Per:



Seamus Boyle ,CPA, CIRP, LIT

- Creditor Mailing List -

In the Matter of the Receivership of
Explorer Marine Partners Ltd. and Bluewater Rigging Ltd.
of the City of Vancouver, in the Province of British Columbia

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	ADP Distributors		18910 94th Avenue Surrey BC V4N 4X5	867.75
	Alpha Integrated Systems Ltd.		#115-9547-152nd Street Surrey BC V3R 5Y5	41.90
	Amazon CA		510 W Georgia St #14 Vancouver BC V6B 0M3	500.10
	AMC Cliffv's Marine LC-1		4501 Shilshole Ave Seattle WA 98107 USA	469.27
	Andrew Sheret		#401 - 740 Hillside Ave Victoria BC V8T 1Z4	31.08
	Arrow Machining Services Ltd		#105 14301 256th Street Maple Ridge BC V4R 0B9	403.20
	ASEA Power Systems		15272 Newsboy Circle Huntington Beach CA 92649 USA rengle@aseapower.com	5,069.82
	ASG ADVANCED SYSTEMS GROUP		23287 Network Place Chicago IL 6073-1232 Scott.McEniry@powerprodllc.com	16,887.30
	BC Hydro		333 Dunsmuir St. Vancouver BC V6B 5R3	1,718.30
	BCIT		3699 Willingdon Avenue Burnaby BC V5G 3H2	1,607.40
	Bill Howich Holdings Ltd		2777 N. Island Hwy Campbell River BC V9W 2H4 billhowich@hotmail.com	4,562.25
	Boatswain's Locker		931 W. 18th Street Costa Mesa, CA 92627 USA kprentice@boatswainslocker.com	51,253.16
	Bowline Boat Moving Ltd.		505 South Murphy St. Campbell River BC V9W 7B9 bowline9@telus.net	640.00
	Bracewell Marine Group Ltd.		#170-6831 Graybar Road Richmond BC V6W 1H3	141.75
	Brighthouse Electric		8888 Beckwith Rd, Richmond BC V6X 1V5 info@brighthouse.net,	2,592.45
	Bumper to Bumper (Uni-Select Canada Inc)		P. O. Box 6433, Station Terminal Vancouver BC V6B 6R3 btb1048@bumpertobumper.ca	45.96
	Campbell River Boatland (1982) Ltd.		3125 Island Hwy. Campbell River BC V9W 7L9	453.18
	Can-Four Industrial Supplies LTD		#207, 8322 - 130 Street, Surrey BC V3W 8J9 sales@canfourindustrial.com	872.68
	Canada Post		Payment Processing Centre C0155 - 2701 Riverside Drive Ottawa ON K1A 1L7	54.50
	Canadian Linen & Uniform Service		2750 Gilmore Avenue Burnaby BC V5C 4T9 acctrec53@canadianlinen.com	489.33
	Canadian Springs		6560 McMillan Way Richmond BC V6W 1L2	81.55
	Cascade Engine Center, LLC		18435 Olympic Ave. S Seattle WA 98188 USA	100.15

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Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Cassels Brock & Blackwell LLP		Scotia Plaza, Suite 2100, 40 King St West Toronto ON M5H 3C2	1,481.76
	CBSA Customs		1611 Main Street Suite 412 Vancouver BC V6A 2W5	2,334.53
	Chad's Fitness Etc		190 Dogwood Street Campbell River BC V9W 2X8 crfitnessetc@gmail.com	500.00
	Citrus Pie Marketing Group		409-1755 West Broadway Vancouver BC V6J 1Y2	1,785.00
	Coast Marine Marketing (Aeatronx)		2470 North Decatur Blvd. Suite 165 Las Vegas NV 89108 USA keith@seatronx.com	36.43
	Columbia Ice		4970 Polkey Rd Duncan BC V9L 6W3	18.65
	Comox Pacific Express Ltd.		PO Box 2129 Winnipeg MB R3C 3R4	129.28
	CRA - Canada Revenue Agency - GST		9755 King George Boulevard Surrey BC V3T 5E1	35,008.90
	CRA - Canada Revenue Agency - Source Deductions		9755 King George Boulevard Surrey BC V3T 5E1	105,000.00
	CrashPlan PRO (Digital River Ireland, Ltd.)		Unit 153 Shannon Free Zone Shannon, CO. Clare Ireland	15.30
	Cres 1986 Ltd.		1033 Ironwood Road Campbell River BC V9W 5L6	2,057.52
	Cross Automotive dba Penner		1911 Island Hwy. Campbell River BC V9W 2G3 pennerautomotive@gmail.com	369.60
	Cullen Diesel Power LTD.		9300-192nd street Surrey BC V4N 3R8	3,997.98
	Cummins		18452 96th ave Surrey BC V4N 3P8 sandra.pryor@cummins.com	5,706.12
	Decks Awash Yacht Cleaners Ltd.		208B - 1650 Duranleau Street Vancouver BC V6H 3S4 info@decksawashyachtcleaners.com	656.25
	Discovery Harbour Authority		1975 Springfield Road Campbell River BC V9W 4Z9 discoveryharbourauthority@gmail.com	157.50
	District of North Vancouver		355 West Queens Road North Vancouver BC V7N 4N5	502.70
	DNA Fire Doctors		424 3rd St E, North Vancouver BC V7L 1G2	84.00
	Dockmate		3112 SE 4th Avenue Fort Lauderdale FL 33316 USA brian@dockmate.us	45.24
	ECS Cable		3135- 6900 Graybar Rd Richmond BC V6W 0A5 tmckee@ecswire.com	4,012.46
	Eeko Courier		Unit B-509m Richards Street Vancouver BC V6B 2Z6 dispatch@eekocouriers.com	381.63
	Emco		68 East 7th Avenue Vancouver BC V5T 1M2	19.61

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In the Matter of the Receivership of
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Creditor Type	Name	Attention	Address	Claim \$
Unsecured	F&G Delivery Ltd		9324 192nd Street Surrey BC V4N 3R8 ar@fgdelivery.com	1,042.74
	F.A.S Delivery		Unit 1 – 821 Shamrock Place Comox BC V9M 4G4 info@fasdelivery.com	244.20
	Fabco Plastics		9511-194A Street Surrey BC V4N 4G4	106.08
	Fairview Ltd.		1170 Invicta Drie, Oakville ON L6H 6G1 sales@vancouver.fairviewfittings.com	105.63
	False Creek Harbour Authority		1505 West 1st Avenue Vancouver BC V6J 1E8	663.83
	Federal Express Canada		PO BOX 4626 Toronto Stn A Toronto ON M5W 5B4	1.33
	Fedex Freight		Lockbox 916831, PO BOX 9100 STN F Toronto ON M4Y 3A5	193.47
	Filcan Yachts Ltd.		#21 - 22380 Sharpe Ave Richmond BC V6V 0A1 info@filcanyacht.com	714.00
	Finning International (Canada)		PO Box 2405 Edmonton AB T5J 2S1	1,783.71
	Fischer Panda		351 S. Andrews Ave Pompano Beach FL 33069 USA jtill@fischerpanda.com	1,220.85
	Formula IT		PO Box 47275 Royal City PO New Westminster BC V3L 0A5 billing@formulait.ca	236.25
	Fortis BC		Box 6666 Stn. Terminal Vancouver BC V6B 6M9	847.26
	Franklin Sign Company Ltd		1112 Franklin St Vancouver BC V6A 1J6	1,506.75
	Freightcom Inc.		1-77 Pillsworth Road Bolton ON L7E 4G4 accounting@freightcom.com	1,036.06
	Frontier Power Products ULC.		7983 Progress Way Delta BC V4G 1C1	2,131.93
	GARMIN INTERNATIONAL, INC		PO Box 842603 Kansas City MO 64184-2603 Maria.Whited@garmin.com	25,627.27
	GESCAN - Division of Sonepar		10449-120th St Surrey BC V3V 4G4	189.27
	Google LLC (G suite)		1600 Amphitheatre Parkway Mountain View CA 94043 USA	349.73
	Granville Island Boat Yard		108 - 1676 Duranleau Street Vancouver BC V6H 3S4 max@granvilleislandboatyard.com	90.76
	Green Line Hose & Fittings Ltd		1521 Venables Street Vancouver BC V5L 2G8	1,659.08
	Harbor Marine Maintenance & Supply		1032 W. Marine View Drive Everett WA 98201-1668 USA	93.17
	Highliner Trailers		7188 Vantage Way Delta BC V4G 1K7	665.70

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Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Hitfar Concepts Ltd		#102 - 2999 Underill Ave Burnaby BC V5A 3C2	755.41
	Hub Power		114-4238 Loyells Avenue Burnaby BC V5A 0C4 imoore@hubpower.ca.	769.13
	Hydraulic Supply		1580 D Willow St Campbell River BC V9W 3M7	0.59
	Ignition Marine Service		55 Senator Rd North Vancouver BC V7P 3H9	10,929.02
	IMTRA Corp.		30 Samuel Barnet Boulevard, New Bedford MA 02745 USA orders@imtra.com; JMark@imtra.com	4,100.80
	In Time Cleaning		18844 Advent Road Pitt Meadows BC V3Y 1R9	1,176.00
	Industrial Engines Ltd.		101 - 1008 Cliveden Avenue Delta BC V3M 5R5	1,175.82
	Interstate Batteries		1651 Island Hwy Victoria BC V9B 1H9	243.18
	ISL Custom Brokers		2060 - 5200 Miller Rd Richmond BC V7B 1L1 hlanglois@islb.com	966.47
	Island Radio		4550 Wellington Road Nanaimo BC V9T 2H3	462.00
	J. B. Radiators		1501 A Willow Street Campbell River BC V9W 6J6	1,722.00
	Kanaka Harbour Authority		23250 McKay Avenue Maple Ridge BC V2W1B9 derekkreuger@gmail.com	136.50
	Lin Haw International Co. Ltd.		108 - 8620 Glenlyon Pkwy Burnaby BC V5J 0B6 derek@linhaw.com	1,817.03
	Lordco Auto Parts		1525 Kingsway Avenue Port Coquitlam BC V3C 1S2	6,088.00
	Madill the Office Company		P.O. Box 1240 Ladysmith BC V9G 1A8 sales@gomadill.com	219.05
	Marine Systems, Inc.		PO Box 301284 Dallas TX 75303-1284 USA ValRe.Holman@kirbycorp.com; marty.kuyper@kirbycorp.com	34,145.49
	Martket Branding		123-2323 Boundary Road Vancouver BC V5M 4V8 brent@martketbranding.com	8,265.17
	Mercury Marine Ltd		P.O.Box 57438 Station A Toronto ON M5W 5M5 Dana.Vogan@mercmarine.com	70,112.11
	Microsoft		725 Granville St Vancouver BC V7Y 1G5	197.12
	Minister of Finance - PST		PO Box 9445 STN Prov Govt VICTORIA BC V8W 9V5	20,641.39
	Ministry of Finance - BC EHT		PO Box 9445 STN Prov Govt VICTORIA BC V8W 9V5	1.00
	Morgan Machine Works 2002 Ltd.		1851 E. Coulter Road Campbell River BC V9W 6H7	1,192.06

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Creditor Type	Name	Attention	Address	Claim \$
Unsecured	National Energy Equipment Inc		17107-118 AVE, NW, Edmonton AB T5S 2V3 gweber@nee.ca	17,770.81
	Navico Inc		PO Box 208565 Dallas TX 75320-8565 USA	3,083.78
	NAVIS MARINE INSURANCE BROKERS LTD		1201 - 570 Granville St Vancouver BC V6C 3P1	2,772.00
	Next Generation Power		1732 Saint Johns Bluff Road Jacksonville FL 32246 USA	696.04
	Nice Job		309 W Cordova St, #320 Vancouver BC V6B 1E5	287.99
	North Island Propeller		1407 Maple Street Campbell River BC V9W 5M4	51.45
	Northern Ropes & Industrial Supply Ltd.		2860 North Island Hwy. Campbell River BC V9W 2H5	38.71
	Ocean Pacific		102 - 1370 Island Hwy. Campbell River BC V9W 8C9	453.14
	Omnisense Systems USA Inc		2800 W State Road 84 #113 Fort Lauderdale FL 33312 USA enquiries@omnisense-systems.com	4,312.43
	OP Media Group		802-1166 Alberni Steeet Vancouver BC V6E 3Z3 angie@opmediagroup.ca	840.00
	Orange Bugle Marketing Inc.		902 W. 19Th Ave Vancouver BC V5Z 1X5	7,524.99
	Organism (Jonathan Derouchie)		#842 - 15 Merchants Wharf Toronto ON M5A 0N8 jonathan@organism.ca	2,555.00
	OUTFITTER SATELLITE INC.		2911 Elm Hill Pike Nashville TN 37214 USA sales@outfittersatellite.com	782.08
	Pacer Group		1555 Apex Rd. Sarasota FL 34240 USA websales@pacergroup.net	1,986.27
	Pacific Fasteners		3934 1st Ave Burnaby BC V5C 3W2	414.47
	Performance car stereo		150 Pemberton Ave North Vancouver BC V7P 2R5	1,233.76
	Permel Engraving Ltd.		9-19533 96th Ave Surrey BC V4N 4C5 info@permel.com	76.85
	Pioneer Hardware Ltd.		270 Dogwood Street Campbell River BC V9W 3A4	2,992.88
	Poco Marine Ltd		1110 - 1650 Kingsway Ave PORT COQUITLAM BC V3C 3Y9 info@pocomarine.com	4,528.32
	Polar Battery Ltd.		1258 Boundary Road, Burnaby BC V5K 4T6 rob@polarbattery.com	4,428.80
	Polymershapes Distribution Canada Inc		P.O. Box 15500, Station A Toronto ON M5W 1C1 mbayat@polymershapes.com	3,024.00

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Explorer Marine Partners Ltd. and Bluewater Rigging Ltd.
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Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Precision Propeller		P.O. Box 3586, LCD 1 Langley BC V3A 4R9 accounting@precisionpropeller.ca	1,083.60
	Pro-Tech Yacht Services Ltd.		1629 Columbia St, North Vancouver BC V7J 1A5	472.45
	Progressive Diesel Ltd.		Box 40, 2135 Mine Road Port McNeill BC V0N 2R0 prodsl@telus.net	1,260.00
	Purolator Inc.		PO Box 4800 Stn Main Concord ON L4K 0K1	6.62
	Quick USA		810 Oregon Ave. Suite F Linthicum MD 21090 USA customerservice@quickusa.com	225.16
	River City West Shipyard		Unit A 1851 Coulter Road Campbell River BC V9W 6H7 rivercitywestshipyard@gmail.com	1,816.99
	Road Ranger Freight		1434 Ironwood Street #329 Campbell River BC V9W 5T5	31.11
	Rocky Mountain Chocolate		1017 Robson St. (at Burrard St.) Vancouver BC V6E 1A9	340.20
	Rocky Suffron		626 Fourth Street New Westminster BC V3L 2V9 rocksuffron@gmail.com	495.60
	Rona		915, West First Street North Vancouver BC V7P 1A4	40.79
	Roton Industries		1641 Powell St Vancouver BC V5L 1H5 sales@roton.ca - Send POs here	2,183.56
	RR Yacht Services		1650 Duranleau Street, Granville Island Vancouver BC V6H 3S4 rrrobbie@gmail.com	1,732.50
	Sampson's Janitorial (2009) Ltd.		#420 - 1100 Homewood Road Campbell River BC V9W 3N7	262.60
	Sea Recovery Corporation (Parker Hannifin)		2630 E. El Presidio St. Carson CA 90810 USA waterpurification@parker.com	82,215.00
	Sea Wide Distribution		PO BOX 207408 Dallas TX 75320-7408 USA sales@seawide.com	347.98
	SeaKeeper INC.		45310 Abell House Lane, Suite 350 California MD 20619 USA orders@seakeeper.com	2,513.36
	Shaw Cablesystems GP		3636 23 Street NE Calgary AB T2E 8Z5	1,069.77
	Shelter Island Marina		6911 Graybar Road Richmond BC V6W 1H3 infodesk@sheltermarina.com	32,546.07
	Springbok Diesel Ltd.		2000 Woodburn Road Campbell River BC V9W 4R2	1,427.48
	Stem To Stem		1733 Powell Street Vancouver BC V5L 1H6	28.42
	Stolz Mechanical Systems		111 - 4268 Lozells Ave Burnaby BC V5A 0C6 sandy@stolzmss.com	2,557.41

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Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Strathcon Industries		#1-2663 Kilpatrick Avenue Courtenay BC V9N 7C8	469.14
	Stright-Mackay Ltd		209 Terra Cotta Drive, New Glasgow NS B2H 5E1	14.65
	Strong Mobile Marine Services		345 20th St W. North Vancouver BC V7M 1Y6 accounting@strongmms.com	1,232.00
	Summit Tools		3905 1st Ave, Burnaby BC V5C 3W3	230.84
	Super Save Disposal		19395 Langley Bypass Surrey BC V3S 6K1	750.25
	Super-Save Propane #9855		19395 Langley Bypass Surrey BC V3S 6K1	748.41
	Superior Powder Coating		360 Lynn Avenue North Vancouver BC V7J 2C5 kanisslivramento@msn.com	42.00
	Techspan Industries Inc.		3131 Pepper Mill Court Mississauga ON L5L 4X6	1,004.67
	Telus		P.O. Box 8950 Station Terminal Vancouver BC V6B 3C3	2,578.70
	TER Holdings Ltd.		1364 Spruce St. Unit C Campbell River BC V9W 3L7	424.88
	The Waterfront LP		1331 McKeen Ave North Vancouver BC V7P 3H9	4,400.97
	Tim's Infotech		64 2006 Sierra Dr Campbell River BC V9H1V6 Tim@tim-m.ca	106.40
	Torbram Electric Supply		1975 Quebec Street, Vancouver BC V5T 2Z4	97.57
	Trotac Marine		370 Gorge Rd East Victoria BC V8T 2W2 sales@trotac.ca	33.37
	Uline		3333 James Snow Parkway North Milton ON L9T 8L1	669.93
	UPS-SCS Inc.		101 Boul. Marcel-Laurin St-Laurent QC H4N 2M3 robinwong@ups.com	8,552.57
	Vancouver Fire & Radius Security Ltd		22131 Fraserwood Way Richmond BC V6W 1J5	460.02
	Vega Marine Services Ltd		6634 Chisholm Trail North_Cowichan BC V9L 5X9 Vancouver@UltraDeck.ca	677.58
	Virtual CFO Solutions		3581 Whimfield Terrace Victoria BC V9C 0L6 info@virtualcfo.ca	8,820.00
	Vista Radio Ltd.		201 - 910 Fitzgerald Avenue Courtenay BC V9N 2R5	554.40
	Volvo Penta		2100 Derry Road West, Suite 410 Mississauga ON L5N 0B3 vpaus16.creditdept@volvo.com	3,830.35
	Warrington PCI Management ITF Maritime		100-1676 Duranleau Street Vancouver BC V6H 3S4 dbrower@warringtonpci.com	16,139.92

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In the Matter of the Receivership of
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Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Water Tight Boat Works		1331 McKeen Avenue North Vancouver BC V7P 3H9	9,944.18
	Western Marine		1494 Powell Street Vancouver BC V5L 5B5 pcowan@westernmarine.com	25,757.27
	Westquip Diesel Sales		11162 261 Street Acheson AB T7X 6C7 info@westquip.ca	25,716.38
	WorkSafe BC		PO Box 5350 Stn Terminal Vancouver BC V6B 5L5	1.00
	YRC Freight Canada Inc.		1400 Inkster Boulevard Winnipeg MB R2X 1R1 Cheryl.Peters@yrcfreight.com	398.75
	ZF marine Propulsion Systems		P.O. Box 5823 Carol Stream IL 60197 USA	12,356.56



No. S231107
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF

EXPLORER MARINE PARTNERS LTD.
and BLUEWATER RIGGING LTD.

ORDER MADE AFTER APPLICATION
(RECEIVERSHIP ORDER)

BEFORE THE HONOURABLE)
JUSTICE POWER)) FEBRUARY 16, 2023
))
))

ON THE APPLICATION of Canadian Imperial Bank of Commerce (the "**Petitioner**") a secured creditor, for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") appointing MNP Ltd. as Receiver and Manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of Explorer Marine Partners Ltd. and Bluewater Rigging Ltd. (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Antonino Pizzolato sworn February 14, 2023, and the consent of MNP Ltd. to act as the Receiver; AND ON HEARING Jonathan B. Ross and Manuel Dominguez, Articled Student, Counsel for the Petitioner Canadian Imperial Bank of Commerce and other counsel as listed on Schedule "A" hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

ABRIDGMENT OF SERVICE

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

APPOINTMENT

2. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, MNP Ltd. is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtors, including all proceeds (the "Property").

RECEIVER'S POWERS

3. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over any or all of the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
 - (g) to settle, extend or compromise any indebtedness owing to the Debtors;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
 - (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

- (k) to exclusively market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign any or all of the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (q) to assign the Debtors into bankruptcy, and to take all steps reasonably required including executing any necessary documents to affect such an assignment in bankruptcy;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any Property owned or leased by the Debtors;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (t) to investigate potential preferential or otherwise improper payments made by the Debtors, and if advisable to commence proceedings to recover such payments; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
6. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in Section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PERSONAL INFORMATION

15. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection,

conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

17. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
18. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
19. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

20. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

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

RECEIVER'S ACCOUNTS

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

22. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
23. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
25. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
26. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
27. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

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

SERVICE AND NOTICE OF MATERIALS

29. The Receiver shall establish and maintain a website in respect of these proceedings at: <https://mnpdebt.ca/en/corporate/corporate-engagements/explorer-marine-partners-and-bluewater-rigging> (the "**Website**") and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
30. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule "C" (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
31. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
32. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
33. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
34. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

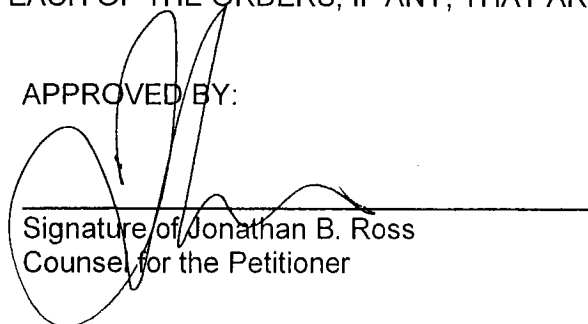
GENERAL

35. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

36. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
37. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
38. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
39. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
40. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided by the Petitioner's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
41. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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

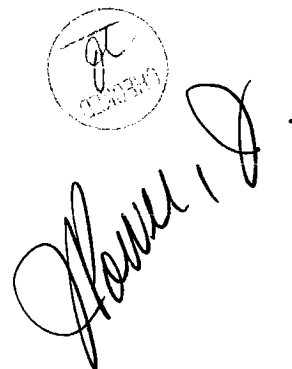
APPROVED BY:



Signature of Jonathan B. Ross
Counsel for the Petitioner

BY THE COURT

REGISTRAR



A circular stamp with the letters "AT" and "11/20/20" is visible above a large, stylized handwritten signature.

SCHEDULE "A"
To Form of Order
OTHER COUNSEL

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

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that MNP LTD., the Receiver and Manager (the "**Receiver**") of all of the assets, undertakings and properties of Explorer Marine Partners Ltd. and Bluewater Rigging Ltd. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the 16th day of February, 2023 (the "**Order**") made in SCBC Action No. S231107 has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded _____ not in advance on the • after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, British Columbia.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the ____ day of _____, 2023.

MNP LTD., solely in its capacity as Receiver
of the Property, and not in its personal
capacity

Per: _____
Name:
Title:

SCHEDULE "C"

DEMAND FOR NOTICE

TO: CANADIAN IMPERIAL BANK OF COMMERCE
c/o Gowling WLG (Canada) LLP
Attention: Jonathan R. Ross
Email: Jonathan.Ross@ca.gowlingwlg.com

AND TO: MNP LTD.
Attention: Douglas Chivers
Email: douglas.chivers@mnp.ca

Re: In the matter of the Receivership of EXPLORER MARINE PARTNERS LTD. and BLUEWATER RIGGING LTD.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By facsimile, at the following facsimile number (or numbers):

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

No. S231107
Vancouver Registry

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

**IN THE MATTER OF THE RECEIVERSHIP OF
EXPLORER MARINE PARTNERS LTD.
and BLUEWATER RIGGING LTD.**

**ORDER
(RECEIVERSHIP)**

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

Tel. No. 604.683.6498
Fax No. 604.683.3558

File No. H233382

JBR/msh