

Court No. 23 2362
Victoria Registry

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

**IN THE MATTER OF THE RECEIVERSHIP OF
LAH SOURCING LTD., LAH HOLDINGS LTD.,
GULNAISA KATHRADA and FAIZEL KATHRADA**

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

**LAH SOURCING LTD., LAH HOLDINGS LTD.,
GULNAISA KATHRADA and FAIZEL KATHRADA**

RESPONDENTS

PETITION TO THE COURT

ON NOTICE TO:

LAH Sourcing Ltd.
2576 Vista Bay Road
Victoria, B.C., V8P 3E8

LAH Holdings Ltd.
2576 Vista Bay Road
Victoria, B.C., V8P 3E8

Gulnaisa Kathrada
2576 Vista Bay Road
Victoria, B.C., V8P 3E8

Faizel Kathrada
2576 Vista Bay Road
Victoria, B.C., V8P 3E8

This proceeding has been started by the Petitioner for the relief set out in Part 1 below.

If you intend to respond to this petition, you or your lawyer must

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the petitioner
 - (i) 2 copies of the filed response to petition, and
 - (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

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

Time for response to petition

A response to petition must be filed and served on the petitioner

- (a) if you reside anywhere within Canada, within 21 days after the date on which a copy of the filed petition was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed petition was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed petition was served on you, or
- (d) if the time for response has been set by order of the court, within that time.

(1) The address of the registry is: 800 Smithe Street
Vancouver, B.C., V6Z 2E1

(2) The ADDRESS FOR SERVICE of the petitioner is: BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
200 Burrard Street
P.O. Box 48600
Vancouver, B.C., V7X 1T2
Attn: Kendall Andersen & Jennifer Pepper

Fax number address for service (if any) of the petitioner: None

E-mail address for service (if any) of the petitioner: kandersen@blg.com & jpepper@blg.com

(3) The name and office address of the petitioner's lawyer is: BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
200 Burrard Street
P.O. Box 48600
Vancouver, B.C., V7X 1T2
Attn: Kendall Andersen & Jennifer Pepper

CLAIM OF THE PETITIONER

PART 1: ORDER SOUGHT

1. A declaration that the Security (as subsequently defined) creates a security interest in favour of the Petitioner to secure all outstanding liabilities and obligations of LAH

Sourcing Ltd. (“**Sourcing**”) and LAH Holdings Ltd. (“**Holdings**” together with Sourcing, the “**Borrowers**”).

2. A declaration that the Borrowers and Guarantors (as subsequently defined) (together, the “**Loan Parties**”) are in default pursuant to the Facility Letters (as subsequently defined).
3. An Order appointing MNP Ltd. as receiver (the “**Receiver**”) of all the assets, undertakings and properties of the Borrowers on substantially the terms of the draft Order attached as **Schedule “A”**.
4. An Order for any further relief that to this Honourable Court may seem just.

PART 2: FACTUAL BASIS

5. The Petitioner, Royal Bank of Canada (“**RBC**”), is a chartered bank carrying on business in British Columbia and elsewhere in Canada.
6. The Respondents, the Borrowers, are companies incorporated pursuant to the laws of the Province of British Columbia.
7. The Respondents, Gulnaisa Kathrada (“**Gulnaisa**”), is an individual residing in the Province of British Columbia.
8. The Respondent, Faizel Kathrada (“**Faizel**”), is an individual residing in the Province of British Columbia.

The Credit Facilities and the Security

9. Pursuant to a facility letter dated February 11, 2021, between Holdings, as borrower, and RBC, as lender (the “**Holdings Facility Letter**”), RBC made available to Holdings a non-revolving term loan in the amount of \$618,750 (the “**Holdings Loan**”).

10. Pursuant to a facility letter dated July 28, 2021, between Sourcing, as borrower, and RBC, as lender (the “**Sourcing Facility Letter**” together with the Holdings Facility Letter, the “**Facility Letters**”), RBC made available to Sourcing the following credit facilities:

- (a) a revolving demand loan in the amount of \$1,500,000; and
- (b) a corporate credit card facility in the maximum amount of \$57,500;

(the “**Sourcing Loans**” together with the Holdings Loan, the “**Loans**”).

11. Pursuant to the terms and conditions of the Holdings Facility Letter, each of Gulnaisa, and Sourcing (collectively, the “**Holdings Guarantors**”) granted certain guarantees (collectively, the “**Holdings Guarantees**”) and Holdings and Sourcing granted certain collateral security (collectively the “**Holdings Security**”) in favour of RBC, including without limitation:

Holdings Security:

- (a) a general security agreement dated August 6, 2021 (the “**Holdings GSA**”), granted by Holdings in favour of RBC for which a financing statement was registered in the British Columbia Personal Property Registry (“**BC PPR**”) on June 24, 2021, under Base Registration Number 064689N;
- (b) a site-specific security agreement dated March 25, 2021, in connection with the real property located at Unit 118 – 18525 53rd Ave, Surrey, British Columbia, and legally described as PID: 027-175-634, Strata Lot 4 Section 4 Township 8 New Westminster District Strata Plan BCS2492 (the “**Property**”), granted by Holdings in favour of RBC for which a financing statement was registered in the BC PPR on March 25, 2021, under Base Registration Number 857102M; and
- (c) a collateral mortgage (the “**Mortgage**”), in the principal amount of \$618,750, dated March 25, 2021, granted by Holdings in favour of RBC and registered in the New Westminster Land Title Office on March 29, 2021, under registration number CA88748211 charging the Property;

Holdings Guarantees:

- (d) a guarantee and postponement of claim dated March 25, 2021, limited to the principal amount of \$618,750, granted by Sourcing in favour of RBC; and
- (e) a guarantee and postponement of claim dated March 25, 2021, limited to the principal amount of \$618,750, granted by Gulnaisa in favour of RBC.

12. Pursuant to the terms and conditions of the Sourcing Facility Letter, each of Gulnaisa, Faizel and Sourcing (collectively, the “**Sourcing Guarantors**” together with the Holdings Guarantors, the “**Guarantors**”) granted certain guarantees (collectively, the “**Sourcing Guarantees**” together with the Holdings Guarantees, the “**Guarantees**”) and Sourcing and Holdings granted collateral security (collectively, the “**Sourcing Security**” together with the Holdings Security and the Modification (as subsequently defined), the “**Security**”) in favour of RBC, including without limitation:

Sourcing Security:

- (a) a general security agreement dated August 6, 2021, granted by Sourcing in favour of RBC for which a financing statement was registered in the BC PPR on June 24, 2021, under Base Registration Number 064109N; and
- (b) the Holdings GSA.

Sourcing Guarantees:

- (c) a guarantee and postponement of claim dated August 6, 2021, limited to the principal amount of \$1,557,500, granted by Holdings in favour of RBC; and
 - (d) a guarantee and postponement of claim dated August 6, 2021, limited to the principal amount of \$600,000, granted by Gulnaisa and Faizel in favour of RBC.
13. As additional security for the obligations of the Sourcing, Export Development Canada (“**EDC**”) provided RBC an EDC guarantee dated August 6, 2021.
14. Pursuant to the Facility Letters, the Loans are repayable on demand.

15. On September 12, 2022, RBC issued demand to the Loan Parties for the amounts then due. RBC also gave the Borrowers notice of its intention to enforce on the Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.
16. On October 18, 2022, the Loan Parties entered into a forbearance agreement with RBC (the “**Original Agreement**”), which was subsequently amended by a first amendment to forbearance agreement dated January 9, 2023 (the “**First Amendment**”), and a second amendment to forbearance agreement dated April 6, 2023 (the “**Second Amendment**” collectively with the Original Agreement and the First Amendment, the “**Forbearance Agreement**”), pursuant to which RBC agreed to forbear from enforcing its rights under the Security until June 16, 2023, with the full balance of the debt owing on that date. The Loan Parties also acknowledged and agreed that, in the event of a default under the Forbearance Agreement, RBC would be entitled to commence realization proceedings under the terms of the Security and appoint a receiver of the Borrowers.
17. Pursuant to the Second Amendment, Holdings agreed to enter into a modification of mortgage agreement to modify the Mortgage by increasing the principal amount thereunder from \$618,750 to \$2,000,000 (the “**Modification**”). Holdings confirmed and agreed the Modification would secure all present and future obligations of the Borrowers to RBC.
18. As of July 5, 2023, the Borrowers owe RBC \$585,422.87 in connection with the Holdings Facility Letter and \$1,570,899.45 in connection with the Sourcing Facility Letter, together with interest, fees and other chargeable costs continuing to accrue (the “**Debt**”).
19. The Loan Parties have failed, refused or neglected to pay the Debt despite ample time to do so, including failure to pay the Debt by June 16, 2023, as they agreed in the Forbearance Agreement. As a result, and pursuant to the Forbearance Agreement and the Facility Letters, RBC is entitled to the appointment of a receiver.
20. RBC considers the risk of further exposure and potential loss significant and it has lost confidence in the Loan Parties. RBC seeks the appointment of the Receiver to address this risk.

PART 3: LEGAL BASIS

21. The amounts owing to RBC under the Facility Letters are repayable on demand and RBC, on September 12, 2022, made demand on the Borrowers and the Guarantors.
22. The Loan Parties requested that RBC agree to forbear from exercising its rights. RBC agreed to do so on the terms set out in the Forbearance Agreement. The Loan Parties have failed to pay the amounts owing by the end of the forbearance period, and pursuant to the terms of the Forbearance Agreement, the term of forbearance has ended, and RBC is entitled to seek the appointment of a receiver.
23. RBC has a contractual right to appoint a receiver, which is acknowledged by the Facility Letters and in the Forbearance Agreement.
24. The Court may appoint a receiver, on application by a secured creditor.

Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3, s. 243(1).

25. In deciding whether to appoint a receiver, the Court must consider if it is “just and convenient” to do so.

Textron Financial Canada Ltd. v. Chetwynd Motels Ltd., 2010 BCSC 477.

Law and Equity Act, R.S.B.C. 1996 c. 253, s. 39.

26. A significant factor when assessing whether the appointment of a receiver is “just and convenient” is the existence of contractual rights. Secured creditors are entitled to court appointment of a receiver as a matter of course in circumstances where it may appoint a receiver under the terms of its security. The court should exercise its discretion to refuse the appointment only in rare circumstances where the debtor can show compelling commercial or other reasons why such an order should not be made.

United Savings Credit Union v. F&R Brokers Inc., 2003 BCSC 640.

Canadian Imperial Bank of Commerce v. Can-Pacific Farms Inc., 2012 BCSC 437.

27. A receiver is required to secure and preserve the Borrowers’ assets and an order is required to ensure that the receiver has access to the property and assets and is able to take the steps necessary to secure and protect the property.

Textron Financial Canada Ltd. v. Chetwynd Motels Ltd., 2010 BCSC 477.

28. The Petitioner will also rely on:

- (a) Rules 1-3, 2-1, 8-1, 10-2, 14-1 and 16-1 of the *Supreme Court Civil Rules*;
- (b) Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
- (c) Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended;
- (d) Section 66 of the *Personal Property Security Act*, R.S.B.C. 1996, C. 359; and
- (e) the inherent jurisdiction of this Honourable Court.

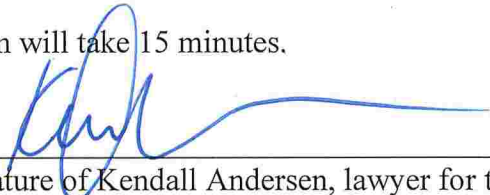
PART 4: MATERIAL TO BE RELIED ON

33. The Petitioner will rely on:

- (a) Affidavit #1 of Jide Ayotade made July 4, 2023;
- (b) Affidavit #1 of Lucas Beatch made July 5, 2023; and
- (c) such further and other material as counsel may advise and this Honourable Court may permit.

The Petitioner estimates that the hearing of the petition will take 15 minutes.

Date: July 5, 2023



Signature of Kendall Andersen, lawyer for the Petitioner, Royal Bank of Canada

To be completed by the court only:

Order made

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

with the following variations and additional terms:

Date: _____

Signature of Judge Master

Schedule "A"

DRAFT RECEIVERSHIP ORDER

[Please see attached]

**IN THE SUPREME COURT OF BRITISH COLUMBIA
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GULNAISA KATHRADA and FAIZEL KATHRADA**

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
JUSTICE _____) _____, 2023
)
)

ON THE APPLICATION of Petitioner 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 (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and property of LAH Sourcing Ltd. (“**Sourcing**”) and LAH Holdings Ltd. (“**Holdings**”, and collectively with Sourcing, 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 Jide Ayotade sworn July 4, 2023, Affidavit #1 of Lucas Beatch sworn on July 5, 2023 and the consent of MNP Ltd. to act as the Receiver; AND ON

HEARING Kendall Andersen, counsel for the Petitioner and other counsel as listed on **Schedule "A"** hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. 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

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 Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$50,000 provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (t) to assign the Debtors into bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended,

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

3. 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.

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 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.
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 DEBTORS OR THE PROPERTY

8. 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

9. 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 are 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 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

11. 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 Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the 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

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

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, 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 \$250,000 (or such greater

amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. Neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule “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 websites in respect of these proceedings at: <https://mnpdebt.ca/en/corporate/corporate-engagements/lah> (English version) and <https://mnpdettes.ca/fr/restructuration-entreprise/mandats-courants-de-la-societe/lah> (French Version) (collectively, the “**Websites**”) 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 Petitioner a demand for notice in the form attached as **Schedule “B”** (the **“Demand for Notice”**). The Receiver and the Petitioner 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 Petitioner 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 Websites.
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 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

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 Debtors.
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 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 Debtors' 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 Plaintiff, 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 Kendall Andersen
lawyer for Petitioner

BY THE COURT
DISTRICT REGISTRAR

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the Receiver (the "**Receiver**") of all of the assets, undertakings and properties of LAH Sourcing Ltd. and LAH Holdings 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 (In Bankruptcy and Insolvency) (the "**Court**") dated the ____ day of _____, 2023 (the "**Order**") made in SCBC Action No. _____ has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$[●] which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the last day of each month after the date hereof at a notional rate per annum equal to the rate of [2.00] per cent above the prime commercial lending rate of Royal Bank of Canada 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 335 – 8th Avenue SW 5th Floor, Calgary, Alberta, T2P 1C9.
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 "B"

DEMAND FOR NOTICE

TO: ROYAL BANK OF CANADA
c/o Borden Ladner Gervais LLP
Attention: Kendall Andersen & Jennifer Pepper
Email: kandersen@blg.com & jpepper@blg.com

AND TO: MNP Ltd.
Attention: Greg Ibbott & Seamus Boyle
Email: greg.ibbott@mnp.ca & seamus.boyle@mnp.ca

Re: In the matter of the Receivership of LAH Sourcing Ltd. and LAH Holdings 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: _____

Court No. _____
Victoria Registry

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

**IN THE MATTER OF THE RECEIVERSHIP OF
LAH SOURCING LTD., LAH HOLDINGS LTD.,
GULNAISA KATHRADA and FAIZEL KATHRADA**

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

**LAH SOURCING LTD., LAH HOLDINGS LTD.,
GULNAISA KATHRADA and FAIZEL KATHRADA**

RESPONDENTS

PETITION TO THE COURT

BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
200 Burrard Street
P.O. Box 48600
Vancouver, B.C. V7X 1T2
Telephone: 604.640.4078
Attn: Kendall Andersen and Jennifer Pepper