



NO. S E 2 6 1 9 8 2  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ROYAL BANK OF CANADA

PLAINTIFF

AND:

MAVERICK ESTATE WINERY INC.  
MAVERICK VINEYARDS INC.  
JAN NELSON  
THOMAS ANDREW WINDSOR

DEFENDANTS

### NOTICE OF CIVIL CLAIM

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

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

- (a) file a Response to Civil Claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 and a Counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed Response to Civil Claim and Counterclaim on the plaintiff and on any new parties named in the Counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

#### Time for Response to Civil Claim

A Response to Civil Claim must be filed and served on the plaintiff,

- (a) if you were served with the Notice of Civil Claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the Notice of Civil Claim anywhere in the United States of America, within 35 days after that service,

- (c) if you were served with the Notice of Civil Claim anywhere else, within 49 days after that service, or
- (d) if the time for Response to Civil Claim has been set by order of the court, within that time.

## **CLAIM OF THE PLAINTIFF**

### **Part 1: STATEMENT OF FACTS**

1. The plaintiff, Royal Bank of Canada ("**RBC**" or the "**Plaintiff**"), is a chartered bank of Canada with an address for service in this action care of its solicitors, Dentons Canada LLP, at 20<sup>th</sup> Floor, 250 Howe Street, Vancouver, British Columbia V6C 3R8.
2. The defendant, Maverick Estate Winery Inc. ("**Maverick Estate**"), is a company incorporated pursuant to the laws of the Province of British Columbia, which has its registered and records office at c/o Pushor Mitchell LLP, 301-1665 Ellis Street, Kelowna, British Columbia V1Y 2B3.
3. The defendant, Maverick Vineyards Inc. ("**Maverick Vineyards**", together with Maverick Estate, the "**Debtors**"), is a company incorporated pursuant to the laws of the Province of British Columbia, which has its registered and records office at c/o Pushor Mitchell LLP, 301-1665 Ellis Street, Kelowna, British Columbia V1Y 2B3.
4. The defendant, Jan Nelson ("**Mr. Nelson**"), is a businessperson and registered director of the Debtors, and has a last known residential address of 115 Sydney Street, Penticton, British Columbia V2A 9G3.
5. The defendant, Thomas Andrew Windsor ("**Mr. Windsor**", and together with Mr. Nelson, the "**Personal Guarantors**"), is a businessperson and registered director of the Debtors, and has a last known address of 3835 Sage Mesa Drive, Penticton, British Columbia V2A 9A2.

### **The Debtors' Business**

6. The Debtors are related entities. Together they carry on business as the owner and operator of a vineyard and winery, out of premises located in Oliver, British Columbia and Osoyoos, British Columbia.

### **Maverick Estate Credit Agreements**

#### *Maverick Estate Loan Agreement*

7. Pursuant to a Royal Bank of Canada Credit Agreement dated May 5, 2021, among Maverick Estate, as borrower, RBC, as lender (as thereafter amended, the "**MEWI Credit Agreement**"), Maverick Estate borrowed money from the Plaintiff, which it agreed to repay to the Plaintiff with interest, under *inter alia* the following facilities:
  - (a) A revolving demand facility (the "**Operating Facility**") in the principal amount of \$450,000.00;
  - (b) A revolving lease line of credit (the "**Line of Credit Facility**") in the authorized amount of \$80,000.00; and
  - (c) A credit card facility (the "**Credit Card Facility**", together with the Operating Facility and Line of Credit Facility, the "**MEWI Credit Facilities**") in the authorized amount of \$50,000.00.
8. The Credit Card Facility is also governed by a RBC Royal Bank Visa Business Credit Card Agreement, signed by Maverick Estate on May 25, 2025.
9. Interest on the Operating Facility accrues at RBC's prime rate (herein "**Prime**") plus 1.00% per annum, calculated monthly in arrears and payable monthly.
10. Interest on the Credit Card Facility accrues at 19.99% per annum.

Maverick Estate Guarantees

11. Pursuant to a guarantee dated May 18, 2021 (the "**Maverick Vineyards Guarantee**"), Maverick Vineyards guaranteed payment to the Plaintiff of all present and future debts and liabilities due or owing to the Plaintiff, from or by Maverick Estate, limited to the aggregate amount of \$580,000, plus interest from the date of demand.
12. Pursuant to a guarantee dated May 18, 2021 (the "**Nelson MEWI Guarantee**"), Mr. Nelson guaranteed payment to the Plaintiff of all present and future debts and liabilities due or owing to the Plaintiff, from or by Maverick Estate, limited to the aggregate amount of \$580,000, plus interest from the date of demand.
13. Pursuant to a guarantee dated May 18, 2021 (the "**Windsor MEWI Guarantee**", together with the Nelson MEWI Guarantee and Maverick Vineyards Guarantee, the "**Maverick Estate Guarantees**"), Mr. Windsor guaranteed payment to the Plaintiff of all present and future debts and liabilities due or owing to the Plaintiff, from or by Maverick Estate, limited to the aggregate amount of \$580,000, plus interest from the date of demand.
14. The obligations of Maverick Vineyards and the Personal Guarantors pursuant to their respective Maverick Estate Guarantees is payable on demand.

15. Pursuant to the Maverick Estate Guarantees, interest on the MEWI Guaranteed Obligations (as defined herein) accrues at a rate of Prime plus 5.00% per annum, which accrues from the date of demand for payment.

### **Maverick Vineyards Credit Agreements**

#### Maverick Vineyards Loan Agreement

16. Pursuant to a Royal Bank of Canada Credit Agreement dated March 27, 2025, among Maverick Vineyards, as borrower, RBC, as lender (the "**MVI Credit Agreement**", together with the MEWI Credit Agreement, the "**Credit Agreements**"), Maverick Vineyards borrowed money from the Plaintiff, which it agreed to repay to the Plaintiff with interest, under *inter alia* the following facilities:
- (a) A non-revolving term loan facility (the "**First Term Loan Facility**") in the principal amount of \$2,380,000.00;
  - (b) A non-revolving term loan facility (the "**Second Term Loan Facility**") in the principal amount of \$2,550,000.00; and
  - (c) A non-revolving term loan facility (the "**Third Term Loan Facility**", together with the First Term Loan Facility and Second Term Loan Facility, the "**MVI Credit Facilities**", and together with the MEWI Credit Facilities, the "**Credit Facilities**") in the principal amount of \$900,000.00.
17. The First Term Loan Facility matured by its own terms on December 1, 2025.
18. Interest on the First Term Loan Facility accrues at Prime + 1.00% per annum, calculated monthly, and payable annually.
19. Interest on the Second Term Loan Facility accrues at Prime + 1.00% per annum, calculated monthly, and payable annually.
20. Interest on the Third Term Loan Facility accrues at Prime + 1.00% per annum, calculated monthly, and payable annually.

#### Maverick Vineyards Guarantees

21. Pursuant to a guarantee dated February 18, 2022 (the "**Maverick Estate Guarantee**"), Maverick Estate guaranteed payment to the Plaintiff of all present and future debts and liabilities due or owing to the Plaintiff, from or by Maverick Vineyards, limited to the aggregate amount of \$5,830,000, plus interest from the date of demand.

22. Pursuant to a guarantee dated June 3, 2021 (the "**Nelson MVI Guarantee**"), Mr. Nelson guaranteed payment to the Plaintiff of all present and future debts and liabilities due or owing to the Plaintiff, from or by Maverick Vineyards, limited to the aggregate amount of \$5,180,000, plus interest from the date of demand.
23. Pursuant to a guarantee dated June 3, 2021 (the "**Windsor MVI Guarantee**", together with the Nelson MVI Guarantee and Maverick Estate Guarantee, the "**Maverick Vineyards Guarantees**"), Mr. Windsor guaranteed payment to the Plaintiff of all present and future debts and liabilities due or owing to the Plaintiff, from or by Maverick Vineyards, limited to the aggregate amount of \$5,180,000, plus interest from the date of demand.
24. The obligations of Maverick Estate and the Personal Guarantors pursuant to their respective Maverick Vineyards Guarantees are payable on demand.
25. Pursuant to the Maverick Vineyards Guarantees, interest on the MVI Guaranteed Obligations (as defined herein) accrues at a rate of Prime plus 5.00% per annum, which accrues from the date of demand for payment.

#### Mortgages

26. Maverick Vineyards granted a mortgage and assignment of rents dated April 27, 2020 in the principal amount of \$3,170,000, in favour of the Plaintiff and bearing a notation as to registration at the Kamloops Land Title Office on April 27, 2020 under charge nos. CA8158220 and CA8158221 (together, the "**Oliver Mortgage**"), charging the real property with a civic address of 3970 Highway 97, Oliver, BC V0H 1T1 legally described as:

- (a) PID 003-005-798, LOT 1 DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN 34148.

27. As further security, Maverick Vineyards granted a mortgage dated June 4, 2021 in the principal amount of \$3,800,000, in favour of the Plaintiff and bearing a notation as to registration at the Kamloops Land Title Office on June 4, 2021 under charge no. CA9072108 (the "**Osoyoos Mortgage**", together with the Oliver Mortgage, the "**Mortgages**"), charging the real property with a civic address of 3668 Fruitvale Way, Osoyoos, BC V0H 1T0 legally described as:

- (a) PID 014-968-061, BLOCK A DISTRICT LOT 1052S SIMILKAMEEN DIVISION YALE DISTRICT.

28. The Mortgages secure repayment and performance of any and all obligations, indebtedness, and liability of Maverick Vineyards to the Plaintiff.
29. The Mortgages are payable on demand.

30. Maverick Vineyards is in default under the terms of the Mortgages.

General Security Agreements

31. Pursuant to two general security agreements executed April 27, 2020 (collectively, the “**Maverick Estate GSA**”), granted to the Plaintiff and perfected by registration in the Personal Property Registry for the Province of British Columbia (the “**BC PPR**”) on April 15, 2020 and April 23, 2020 under Base Registration Nos. 170485M and 182258M respectively, Maverick Estate Winery Inc. (predecessor by way of amalgamation to Maverick Estate) and 1247671 B.C. Ltd. (predecessor by way of amalgamation to Maverick Estate) granted to the Plaintiff a security interest in all of its present and after-acquired personal property.
32. Maverick Estate (following the amalgamation of the above noted entities) and the Plaintiff entered into a security confirmation agreement dated April 27, 2020, wherein Maverick Estate confirmed the preservation of the security granted to the Lender under its pre-amalgamated entities, Maverick Estate Winery Inc. and 1247671 B.C. Ltd., including the Maverick Estate GSA.
33. Pursuant to a general security agreement executed April 27, 2020 (the “**Maverick Vineyards GSA**”, together with the Maverick Estate GSA, the “**GSAs**”), granted to the Plaintiff and perfected by registration in the BC PPR on April 17, 2020 under Base Registration No. 173280M, Maverick Vineyards granted to the Plaintiff a security interest in all of its present and after-acquired personal property.
34. The GSAs secure repayment and performance of any and all obligations, indebtedness, and liability of the Debtors to the Plaintiff.
35. The Debtors are in default under the terms of their respective GSAs.

**Demand**

36. The Debtors have committed an event of default under the terms of their respective Credit Agreements.
37. On or about January 27, 2026, the Plaintiff demanded payment of all obligations owing pursuant to the MEWI Credit Facilities, the Maverick Estate Guarantees, and the Maverick Estate GSAs from the Defendants, but the Defendants have failed or neglected to pay.
38. As a result of borrowings pursuant to the MEWI Credit Facilities, Maverick Estate is indebted to the Plaintiff in the total amount of \$477,447.87, as at March 10, 2026 the particulars of which are as follows:

- (a) pursuant to the Operating Facility, the amount of \$400,971.30; and
- (b) pursuant to the Credit Card Facility, the collective amount of \$76,476.57, as follows:
  - (i) Credit Card ending in \*3332, the amount of \$27,598.87;
  - (ii) Credit Card ending in \*3365, the amount of \$23,334.76; and
  - (iii) Credit Card ending in \*7473, the amount of \$25,542.94,

plus interest accrued thereafter and costs (collectively, the "**MEWI Credit Facilities Indebtedness**").

- 39. Pursuant to their respective Maverick Estate Guarantees, Maverick Vineyards and the Personal Guarantors are indebted to the Plaintiff in the principal amount of \$477,447.87 as at March 10, 2026, plus interest accrued thereafter and costs (the "**MEWI Guaranteed Obligations**").
- 40. On or about January 27, 2026, the Plaintiff demanded payment of all obligations owing pursuant to the MVI Credit Facilities, the Maverick Vineyards Guarantees, and the Maverick Vineyards GSAs from the Defendants, but the Defendants have failed or neglected to pay.
- 41. As a result of borrowings pursuant to the MVI Credit Facilities, Maverick Vineyards is indebted to the Plaintiff in the amount of \$6,150,061.55, as at March 10, 2026, the particulars of which are as follows:
  - (a) pursuant to the First Term Loan Facility, the amount of \$2,558,063.12;
  - (b) pursuant to the Second Term Loan Facility, the amount of \$942,139.73; and
  - (c) pursuant to the Third Term Loan Facility, the amount of \$2,649,858.70,plus interest accrued thereafter and costs (collectively, the "**MVI Credit Facilities Indebtedness**", together with the MEWI Credit Facilities Indebtedness, the "**Credit Facilities Indebtedness**").
- 42. Pursuant to the Maverick Estate Guarantee, Maverick Estate is indebted to the Plaintiff in the principal amount of \$5,830,000 as at January 27, 2026, plus interest accrued thereafter and costs (the "**MEWI Guarantee Obligations**").
- 43. Pursuant to their respective Maverick Vineyards Guarantees, the Personal Guarantors are indebted to the Plaintiff in the principal amount of \$5,180,000 as at January 27, 2026, plus

interest accrued thereafter and costs (collectively, with the MEWI Guarantee Obligations, the "MVI Guaranteed Obligations").

**Part 2: RELIEF SOUGHT**

1. Against Maverick Estate:

- (a) Judgment in the amount of \$477,447.87 as at March 10, 2026, plus interest accrued thereafter at the contractual rates applicable to the MEWI Credit Facilities Indebtedness;
- (b) Judgment in the amount of \$5,830,000 as at January 27, 2026, plus interest accrued thereafter at the contractual rate applicable to the Maverick Estate Guarantee;
- (c) Alternatively, an order for interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c.79 and amendments thereto;
- (d) A declaration that Maverick Estate is in default under the Maverick Estate GSA granted to the Plaintiff and that the security creates a charge on all present and after-acquired personal property of Maverick Estate ranking in priority to the interest of all the Defendants;
- (e) An order for the appointment of a receiver, receiver and manager, or receiver manager, and an interim receiver, over all or any portion of the undertaking, property and assets of Maverick Estate; and
- (f) An order for sale, giving the Plaintiff conduct of the sale of the undertaking, property and assets of Maverick Estate, or alternatively empowering the receiver to sell.

2. Against Maverick Vineyards:

- (a) Judgment in the amount of \$6,150,061.55, as at March 10, 2026, plus interest accrued thereafter at the contractual rates applicable to the MVI Credit Facilities Indebtedness;
- (b) Judgment in the amount of \$477,447.87 as at March 10, 2026, plus interest accrued thereafter at the contractual rate applicable to the Maverick Vineyards Guarantee;
- (c) Alternatively, an order for interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c.79 and amendments thereto;

- (d) A declaration that Maverick Vineyards is in default under the Maverick Vineyards GSA granted to the Plaintiff and that the security creates a charge on all present and after-acquired personal property of Maverick Vineyards ranking in priority to the interest of all the Defendants;
- (e) An order for the appointment of a receiver, receiver and manager, or receiver manager, and an interim receiver, over all or any portion of the undertaking, property and assets of Maverick Vineyards; and
- (f) An order for sale, giving the Plaintiff conduct of the sale of the undertaking, property and assets of Maverick Vineyards, or alternatively empowering the receiver to sell.

3. Against Mr. Nelson:

- (a) Judgment in the amount of \$477,447.87 as at March 10, 2026, plus interest accrued thereafter at the contractual rate applicable to the Nelson MEWI Guarantee;
- (b) Judgment in the amount of \$5,180,000 as at January 27, 2026, plus interest accrued thereafter at the contractual rate applicable to the Nelson MVI Guarantee; and
- (c) Alternatively, an order for interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c.79 and amendments thereto.

4. Against Mr. Windsor:

- (a) Judgment in the amount of \$477,447.87 as at March 10, 2026, plus interest accrued thereafter at the contractual rate applicable to the Windsor MEWI Guarantee;
- (b) Judgment in the amount of \$5,180,000 as at January 27, 2026, plus interest accrued thereafter at the contractual rate applicable to the Windsor MVI Guarantee; and
- (c) Alternatively, an order for interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c.79 and amendments thereto.

5. Special costs, or in the alternative, costs pursuant to the *Supreme Court Civil Rules*.

6. Such further or other relief as this Honourable Court may seem meet.

### **Part 3: LEGAL BASIS**

1. Maverick Estate is indebted to the Plaintiff in the amount of the MEWI Credit Facilities Indebtedness, plus interest and costs.
2. Maverick Vineyards is indebted to the Plaintiff in the amount of the MVI Credit Facilities Indebtedness, plus interest and costs.
3. The Personal Guarantors have guaranteed payment of the obligations of Maverick Estate and Maverick Vineyards to the Plaintiff and is indebted to the Plaintiff under their respective Guarantees.
4. Maverick Estate guaranteed payment of the obligations of Maverick Vineyards to the Plaintiff and is indebted to the Plaintiff under the Maverick Estate Guarantee.
5. Maverick Vineyards guaranteed payment of the obligations of Maverick Estate to the Plaintiff and is indebted to the Plaintiff under the Maverick Vineyards Guarantee.
6. The agreements by which the Plaintiff loaned money to the Debtors and the agreements by which the Debtors and Personal Guarantors guaranteed payment to the Plaintiff, all constitute binding contracts.
7. The Plaintiff has demanded payment of the Credit Facilities Indebtedness as set out above, but in breach of these agreements, the Debtors and the Personal Guarantors have refused or neglected to repay the Credit Facilities Indebtedness and Guaranteed Obligations plus accrued and accruing interest and costs.
8. Alternatively, the said amounts are due and owing, but notwithstanding demand, the Defendants have each refused or neglected to pay and the amounts claimed by the Plaintiff remains due and owing.
9. The Plaintiff is a secured creditor of Maverick Estate pursuant to the Maverick Estate GSA and the Plaintiff relies on its contractual entitlements under the Maverick Estate GSA.
10. The Plaintiff is a secured creditor of Maverick Vineyards pursuant to the Maverick Vineyards GSA and the Plaintiff relies on its contractual entitlements under the Maverick Vineyards GSA.
11. Under the terms of the GSAs, the Plaintiff is contractually entitled to the appointment of a receiver, receiver and manager or receiver-manager in the event of default.
12. The appointment of an interim receiver may be made if necessary for the protection of the debtor's estate or the interests of the enforcing creditor.

13. Sections 47 and 243(1) of the *Bankruptcy and Insolvency Act*, Section 39 of the *Law and Equity Act*, the inherent jurisdiction of the Court and the *Supreme Court Civil Rules* in respect of the appointment of a receiver, receiver and manager, or receiver-manager.

14. This cause of action wholly arose within the jurisdiction of this Honourable Court.

Plaintiff's address for service: Dentons Canada LLP  
20<sup>th</sup> Floor, 250 Howe Street  
Vancouver, BC V6C 3R8


Fax number address for service (if any): 604-683-5214

E-mail address for service (if any): [jordan.schultz@dentons.com](mailto:jordan.schultz@dentons.com)

Place of trial: Vancouver, B.C.

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

Date: 18/MAR/2026

  
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Nicholas Tsang for: Signature of Jordan Schultz  
Lawyer for plaintiff

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a List of Documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

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**APPENDIX**

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

1. Claim for debt and declarations relating to security.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

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

The plaintiff claims the right to serve this pleading on the defendant outside British Columbia on the grounds that the proceeding concerns contractual obligations, and

- (a) the contractual obligations, to a substantial extent, were to be performed in British Columbia, or
- (b) by its express terms, the contract is governed by the law of British Columbia