

H = 250991
No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

SHAPE CAPITAL CORP.

PETITIONER

AND:

KELTIC (PRIOR) DEVELOPMENT LIMITED PARTNERSHIP,
1319191 B.C. LTD., KELTIC GROUP EQUITIES (2019) LTD.,
KELTIC PROJECTS DEVELOPMENT LTD., 1232616 B.C. LTD.,
KELTIC CANADA DEVELOPMENT CO. LTD., DDAW HOLDINGS
LTD., KELTIC (RIVER GARDEN) DEVELOPMENT LTD.,
1319188 B.C. LTD., WEI GUO LI AND RUI WANG

RESPONDENTS

PETITION TO THE COURT

Rule 22-3 of the Supreme Court Civil Rules applies to all forms.

ON NOTICE TO:

Keltic (Prior) Development Limited Partnership
c/o Registered and Records Office
20th Floor, 250 Howe Street
Vancouver, BC V6C 3R8

1319191 B.C. Ltd.
c/o Registered and Records Office
20th Floor, 250 Howe Street
Vancouver, BC V6C 3R8

Keltic Group Equities (2019) Ltd.
c/o Registered and Records Office
20th Floor, 250 Howe Street
Vancouver, BC V6C 3R8

Keltic Projects Development Ltd.
c/o Registered and Records Office
20th Floor, 250 Howe Street
Vancouver, BC V6C 3R8

1232616 B.C. Ltd.
c/o Registered and Records Office
20th Floor, 250 Howe Street
Vancouver, BC V6C 3R8

Keltic Canada Development Co. Ltd.
c/o Registered and Records Office
20th Floor, 250 Howe Street
Vancouver, BC V6C 3R8

DDAW Holdings Ltd.
c/o Registered and Records Office
20th Floor, 250 Howe Street
Vancouver, BC V6C 3R8

Keltic (River Garden) Development Ltd.
c/o Registered and Records Office
20th Floor, 250 Howe Street
Vancouver, BC V6C 3R8

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1319188 B.C. Ltd.
c/o Registered and Records Office
20th Floor, 250 Howe Street
Vancouver, BC V6C 3R8

Wei Guo Li
3233 Celtic Avenue
Vancouver, BC V6N 4E2

Rui Wang
3233 Celtic Avenue
Vancouver, BC V6N 4E2

The address of the registry is: 800 Smithe Street, Vancouver, BC V6Z 2E1

The petitioner estimates that the hearing of the petition will take one hour.

☒ This matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below, by:

☒ Shape Capital Corp. ("**Shape**" or the "**Petitioner**")

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

- 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
- serve on the petitioner(s)
- 2 copies of the filed response to petition, and
- 2 copies of each filed affidavit on which you intend to rely at the hearing.

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

Time for response to petition

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

- (a) if you were served with the petition anywhere in Canada, within 21 days after that service,
- if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- if you were served with the petition anywhere else, within 49 days after that service, or

- if the time for response to petition has been set by order of the court, within that time.

The ADDRESS FOR SERVICE of the petitioner(s) is: Colin D. Brousson
DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700
1133 Melville Street
Vancouver, BC V6E 4E5

E-mail address for service (if any): colin.brousson@ca.dlapiper.com

The name and office address of petitioner's lawyer is: Colin D. Brousson
DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700
1133 Melville Street
Vancouver, BC V6E 4E5

CLAIM OF THE PETITIONER(S)

Part 1: ORDER(S) SOUGHT

1. An Order substantially in the form attached as Schedule "A" seeking the following:
 - (a) appointing FTI Consulting Canada Inc. ("FTI") as receiver and manager, without security, of all of the assets, property and undertakings of Keltic (Prior) Development Limited Partnership, 1319191 B.C. Ltd. and 1232616 B.C. Ltd., pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "BIA") and section 39 of the *Law and Equity Act*, RSBC 1996, c. 253 (the "LEA") or in such other form as this Honourable Court may order.
 - (b) abridging the period for notice pursuant to Rule 22-4 of the *Supreme Court Civil Rules*.
2. An Order seeking the following relief:
 - (a) a Declaration that

(i) a mortgage and assignment of rents dated January 20, 2023 (together, the "**Prior Street Mortgage**") which was registered in the New Westminster Land Title Office on January 27, 2023 under numbers CB449253 and CB449254 is a charge on the following lands and premises:

A. PID: 031-756-093, Lot 1 District Lots 196 and 2037 Group 1 New Westminster District Plan EPP111791 (the "**Prior Street Lands**"); and

(ii) a mortgage and assignment of rents dated May 2, 2025 (together, the "**River Garden Mortgage**") which was registered in the New Westminster Land Title Office on May 13, 2025 under numbers CB2038554 and CB2038555 is a charge on the following lands and premises:

A. PID 004-919-742, Lot 116 Except: Part Dedicated Road on Plan LMP11314, Section 6 Block 4 North Range 6 West New Westminster District Plan 49857;

B. PID 004-919-718, Lot 117 Except: Part Road on Plan LMP11314, Section 6 Block 4 North Range 6 West New Westminster District Plan 52092;

C. PID 004-919-521, Lot 119 Section 6 Block 4 North Range 6 West New Westminster District Plan 55678; and

D. PID 004-919-556; Lot 120 Except: Parcel 1 (Bylaw Plan LMP11412), Section 6 Block 4 North Range 6 West New Westminster District Plan 55678,

(the "**River Garden Lands**" and together with the Prior Street Lands, the "**Lands**"),

which ranks in priority to the interests in the Lands of the Respondents and the heirs, executors, administrators, successors and assigns of the Respondents and all persons claiming by, through or under them;

- (b) a Declaration that the Prior Street Mortgage and the River Garden Mortgage (together, the "**Mortgages**") are in default;
- (c) a Summary Accounting of the amount of money due and owing to the Petitioner pursuant to the Mortgages and a declaration of the amount of money required to redeem the Lands (the "**Amount Required to Redeem**");
- (d) an Order that the redemption period be set at one (1) week;
- (e) an Order that, on the Amount Required to Redeem being paid into Court or to the lawyers for the Petitioner prior to the pronouncement of Order Absolute or an Order approving a sale of the Lands, then the Petitioner shall reconvey the Lands free and clear of encumbrances in favour of the Petitioner or by any person claiming by, through or under the Petitioner, to the Respondents who made payment;
- (f) an Order that, if the Lands are not redeemed prior to the expiration of the redemption period, the Petitioner shall then be at liberty to apply for an Order Absolute, and on pronouncement of Order Absolute the Respondents, and the heirs, executors, administrators, successors and assigns of the Respondents, and all persons claiming by, through or under them shall be foreclosed of all right, title, interest, estate and equity of redemption in and to the Lands, and shall immediately deliver to the Petitioner vacant possession of the Lands;
- (g) an Order that the Petitioner be at liberty to apply for a further summary accounting of any amounts of money which may become due to the Petitioner pursuant to the Mortgages;
- (h) an Order that the Petitioner be at liberty to apply for exclusive conduct of the sale of the Lands, after the expiration of the redemption period;
- (i) Judgment in favour of the Petitioner against Keltic (Prior) Development Limited Partnership and 1319191 B.C. Ltd. (together, the "**Borrower**") in the Amount Required to Redeem;
- (j) Judgment in favour of the Petitioner against Keltic Group Equities (2019) Ltd., Keltic Projects Development Ltd., 1232616 B.C. Ltd. (the "**Nominee**"), Keltic Canada Development Co. Ltd., DDAW Holdings Ltd., Keltic (River Garden)

Development Ltd., 1319188 B.C. Ltd., Wei Guo Li and Rui Wang, in the Amount Required to Redeem;

- (k) an Order that the legal costs of the Petitioner in connection with this proceeding and any future receivership be added to the Credit Facilities and secured by the Security (both as defined herein); and
- (l) an Order for any further or relief as counsel may advise and that this Honourable Court may seem just and appropriate in the circumstances.

Part 2: FACTUAL BASIS

1. The Petitioner, Shape Capital Corp. ("**Shape**"), is a corporation duly registered under the laws of British Columbia. Shape is a real investment, development and management company that provides real estate financing to real estate developers across Canada and the United States.

The Loan and Security

2. On or about November 24, 2022, Shape, on behalf of TS Alpha Venture Limited Partnership (the "**Lender**") entered into a mortgage loan commitment with the Borrower (the "**Mortgage Commitment**").
3. The Mortgage Commitment was amended by letter agreements dated December 20, 2024 and December 31, 2024 and by supplements to commitment dated February 18, 2025, March 31, 2025 and May 2, 2025 (collectively, the "**Amending Agreements**" and together with the Mortgage Commitment, the "**Amended Mortgage Commitment**").
4. Pursuant to the terms of the Amended Mortgage Commitment, the Lender made the following credit facilities available to the Borrower:
 - (a) A construction loan facility in the maximum amount of \$62,000,000;
 - (b) A letter of credit facility in the maximum amount of \$3,000,000; and
 - (c) A sub-facility to fund work-in-progress advances on the Project (the "**Work In Progress Facility**"),

(collectively, the "**Credit Facilities**").

5. The funds to be advanced under the Credit Facilities were to be used by the Borrower from the development of 10 storey medical office, manufacturing and retail building and four levels of underground parking on the Prior Street Lands (the "**Project**").
6. The performance of the Borrower pursuant to the Credit Facilities was guaranteed by:
 - (a) Keltic Canada Development Co. Ltd.
 - (b) Keltic Group Equities (2019) Ltd.;
 - (c) the Nominee;
 - (d) Keltic Projects Development Ltd.; and
 - (e) DDAW Holdings Ltd.;(collectively, the "**Corporate Guarantors**")
 - (f) Rui Wang; and
 - (g) Wei Guo Li(together, the "**Personal Guarantors**").
7. River Garden and 1319188 (together, the "**Additional Guarantors**") also guaranteed certain obligations of the Borrower to the Lender in respect of the Amended Mortgage Commitment.
8. As security for the obligations under the Amended Mortgage Commitment, the Borrower, the Corporate Guarantors, the Personal Guarantors and the Additional Guarantors (collectively, the "**Guarantors**" and together with the Borrower, the "**Debtors**") granted the following security, *inter alia*:
 - (a) the Prior Street Mortgage;
 - (b) a beneficial charge and nominee direction dated for reference January 20, 2023 granted by the Borrower and the Nominee;

- (c) a general security agreement dated for reference January 20, 2023, granting a security interest in favour of the Lender over all of the personal property held by the Borrower which arise from, pertains to, is located on, or in the connection with the Prior Street Lands and any proceeds therefrom (the "**Borrower GSA**");
- (d) a general security agreement dated for reference January 20, 2023, granting a security interest in favour of the Lender over all of the personal property held by the Nominee which arise from, pertains to, is located on, or in the connection with the Prior Street Lands and any proceeds therefrom (the "**Nominee GSA**");
- (e) a specific assignment of cash security dated January 20, 2023 executed by the Borrower and Shape;
- (f) the River Garden Mortgage;
- (g) a beneficial charge and nominee direction dated for reference May 5, 2025 granted by River Garden and 1319188; and
- (h) a general security agreement dated for reference May 5, 2025, granting a security interest in favour of the Lender over all of the personal property held by the River Garden and 1319188 which arise from, pertains to, is located on, or in the connection with the River Garden Lands and any proceeds therefrom (the "**River Garden GSA**"),

(collectively, the "**Security**").

- 9. By the Prior Street Mortgage, 1232616 mortgaged the Prior Street Lands to the Petitioner. The Prior Street Mortgage was registered in the New Westminster Land Title Office on January 27, 2023 under numbers CB449253 and CB449254, in favour of the Petitioner.
- 10. The Nominee holds legal title to the Prior Street Lands. The Borrower is the beneficial owner of the Prior Street Lands.
- 11. By the River Garden Mortgage, 1319188 mortgaged the River Garden Lands to the Lender. The River Garden Mortgage was registered in the New Westminster Land Title Office on May 13, 2025 under numbers CB2038554 and CB2038555, in favour of the Lender.

12. 1319188 holds legal title to the River Garden Lands. River Garden is the beneficial owner of the River Garden Lands.
13. By a covenant in writing forming part of the Mortgages, the Debtors agreed with the Petitioner to pay all money secured by the Mortgages.

Defaults and Demand

14. On February 7, 2025, the Lender issued a notice of default to the Borrower in respect of the following defaults under the Amended Mortgage Commitment:
 - (a) the failure to inject the Borrower's initial equity requirement into the Project;
 - (b) failure to deliver the executed supplement to the Mortgage Commitment; and
 - (c) failure to provide the required collateral security.
15. On February 14, 2025, the Lender became aware that the Borrower had misappropriated \$3.2 million from the holdback account established for the benefit of the contractors on the Project.
16. On May 26, 2025, the Lender issued demand letters and, where applicable, Notices of Intention to Enforce Security pursuant to s. 244 of the BIA to the Borrower and the Guarantors (the "**Demand Letters**"), but this money has not been paid.
17. Following issuance of the Demand Letters, the Lender and the Debtors entered into an interim forbearance agreement pursuant to which the Petitioner agreed not to take any further enforcement steps until June 13, 2025 (the "**Interim Forbearance Agreement**").
18. The Interim Forbearance Agreement was required to facilitate the payment of certain expenses relating to the development of the Project and provide the Lender and the Debtors to enter into a forbearance agreement which would, *inter alia*, address the repayment of the indebtedness under the Amended Mortgage Commitment without the necessity of an insolvency filing.
19. The forbearance period under the Interim Forbearance Agreement was extended on June 13, 2025 and expired on July 4, 2025, without the Debtors providing the Lender with an adequately funded solution for the completion of the development of the Project.

20. On July 31, 2025, the Lender became aware that the Borrower had made another unauthorized withdrawal from the holdback account established for the Project.
21. On August 15, 2025, Syncra Construction Corporation ("**Syncra**") issued a notice of default to the Borrower (the "**Notice of Default**") which outlined the following defaults under their CCDC-2 agreement in respect of the development of the Project:
 - (a) Unauthorized withdrawals from the holdback account established for the Project of approximately \$3.2 million in February 2025 and \$120,000 in July 2025; and
 - (b) Failure to pay the June draw payment amount which have been outstanding since August 1, 2025.
22. Syncra advised the Borrower that failure to remedy the defaults will result in Syncra suspending work on the Project.
23. The Borrower owed \$2,148,892.57 to Syncra for the June draw amount, which was due on August 1, 2025. The Borrower also owed \$372,075.90 to BC Hydro for work to provide permanent power to the Project. These payments are critical to the Project and failure to make these payments would have resulted in serious delays to the development of the Project. As a result, on August 18, 2025, the Lender advanced \$2,520,968.47 to pay Syncra and BC Hydro, as protective disbursements under the Prior Street Mortgage.
24. As at August 25, 2025, the total indebtedness owing by Borrower to the Lender pursuant to the Amended Mortgage Commitment was \$61,905,222.01, together with interest and costs accruing thereafter at the rates set out in the Amended Mortgage Commitment.
25. The Prior Street Mortgage and the Security expressly provide the Lender with the ability to appoint a receiver in respect of the Prior Street Lands and over the Borrower's and the Nominee's assets, undertakings and properties used in, located on or in connection with the Lands in the event of a default.

Part 3: LEGAL BASIS

1. The Lender will rely on, *inter alia*:
 - (a) *Supreme Court Civil Rules*, BC Reg 168/2009, Rules 10-2, 13-5, 14-1, 16-1, 20-4, 21-7 and 22-1;

- (b) The BIA, section 243;
- (c) The LEA, section 39; and
- (d) *Personal Property Security Act*, R.S.B.C. 1996, c. 359.

Appointment of Receiver

2. Section 39 of LEA allows for the appointment of a receiver where it is just and convenient to do so.
3. The BIA also confers jurisdiction of this Court to appoint a receiver. Specifically, section 243 of the BIA provides that, on the application of a secured creditor, the Court may appoint a receiver if it considers that it would be just and convenient to do so.
4. In considering whether it is just and convenient to appoint a receiver, courts may assess a variety of factors, including the following:
 - (a) whether irreparable harm might be caused if no order were made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed particularly where the appointment of a receiver is authorized by the security documentation;
 - (b) the nature of the property;
 - (c) the balance of convenience of the parties;
 - (d) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
 - (e) whether a court appointment is necessary to enable the receiver to carry out its duties more efficiently;
 - (f) the effect of the order upon the parties;
 - (g) the conduct of the parties;
 - (h) the length of time that a receiver may be in place;

- (i) the cost to the parties;
- (j) the likelihood of maximizing return to the parties; and
- (k) the goal of facilitating the duties of the receiver.

Maple Trade Finance Inc. v CY Oriental Holdings Ltd, 2009 BCSC 1527 (“**Maple Trade**”) at para 25, cited by *Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership*, 2024 BCSC 47 (“**Haro-Thurlow**”) at paras. 72-74;

5. In applying these factors, this court has recently held that “all relevant factors should be viewed holistically.”

Haro-Thurlow, at para. 74

6. Although the appointment of a receiver is generally considered to be an extraordinary remedy, in applying the above factors, Courts have found that its extraordinary nature is “significantly reduced” when dealing with a secured creditor having the right to appoint a receiver under its security. Such right has been recognized as a “strong factor” in support of a receivership.

BCIMC Construction Fund Corporation et al. v. The Clover on Yonge Inc.,
2020 ONSC 1953, para 43;

Maple Trade at para 26;

Haro-Thurlow, at para. 113.

7. It is just and convenient in the present circumstances to appoint a receiver over the Lands on the terms sought by the Lender for, *inter alia*, the following reasons:

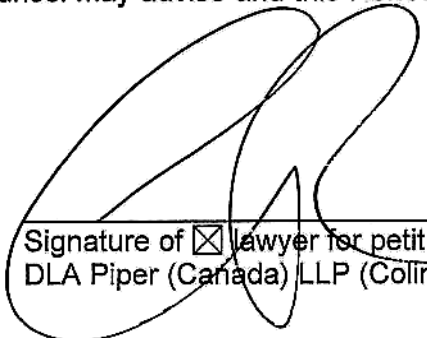
- (a) the Debtors (including the Borrower and the Nominee) are currently indebted to Petitioner for in excess of \$61.9 million with interest and legal costs continuing to accrue and they have defaulted on their obligations to Petitioner under the Mortgages, the Interim Forbearance Agreement, and other related agreements;
- (b) the Prior Street Mortgage, the Borrower GSA and the Nominee GSA expressly contemplate the appointment of a receiver;
- (c) Syncra has stated its intention to cease work on the Project if the misappropriated funds are not returned to the holdback account;

- (d) the Lender cannot be expected to advance funds for the holdback while the Borrower continues to have access to that account;
 - (e) in light of the unauthorized withdrawals from the holdback account and the Borrower's failure to ensure payments to critical suppliers, the Lender has lost faith in the Borrower's ability to manage and complete the Project;
 - (f) the appointment of a receiver is necessary to allow for the Lender to recover as much as possible under its Security; and
 - (g) the appointment of a receiver will protect the interests of all stakeholders.
7. In the circumstances, the Lender respectfully requests that this Court appoint FTI as receiver and manager of the Lands and property of the Borrower and the Nominee.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Raymond Ng, made on August 25, 2025; and
2. Such further and other materials as counsel may advise and this Honourable Court may allow.

Aug 25, 2025
Dated



Signature of ☒ lawyer for petitioner
DLA Piper (Canada) LLP (Colin D. Brousson)

To be completed by the court only:

Order made

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

☐ with the following variations and additional terms:

Date: _____

Signature of ☐ Judge ☐ Associate Judge

SCHEDULE "A"

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SHAPE CAPITAL CORP.

PETITIONER

AND:

KELTIC (PRIOR) DEVELOPMENT LIMITED PARTNERSHIP,
1319191 B.C. LTD., KELTIC GROUP EQUITIES (2019) LTD.,
KELTIC PROJECTS DEVELOPMENT LTD., 1232616 B.C. LTD.,
KELTIC CANADA DEVELOPMENT CO. LTD., DDAW HOLDINGS
LTD., KELTIC (RIVER GARDEN) DEVELOPMENT LTD.,
1319188 B.C. LTD., WEI GUO LI AND RUI WANG

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE

JUSTICE

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SEPTEMBER _____, 2025

ON THE APPLICATION of Shape Capital Corp. (the "**Applicant**") 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 FTI Consulting Canada Inc. ("**FTI**") as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of Keltic (Prior) Development Limited Partnership, 1319191 B.C. Ltd. and 1232616 B.C. Ltd. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Raymond Ng sworn August 25, 2025 and the consent of FTI to act as the Receiver; AND ON HEARING Colin Brousson, Counsel for the Applicant 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, FTI is appointed Receiver, without security, of the lands having the legal description of:

PID: 031-756-083

Lot 1 District Lots 196 and 2037 Group 1 New Westminster District Plan EPP111791

(the "**Lands**"),

together with all of the assets, undertakings and property of the Debtors located at, related to or derived from the Lands, including all proceeds (collectively with the Lands, 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 \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; 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; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the 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 is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and

suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the 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 \$35,000,000 (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 a website in respect of these proceedings at: ♦ (the "**Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,

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

certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or 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 Debtor.
37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
39. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Applicant's security or, if not so provided by the Applicant'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 Applicant 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 Colin D. Brousson
lawyer for the Petition, Shape Capital Corp.

BY THE COURT

DISTRICT REGISTRAR

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that FTI Consulting Canada Inc., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Keltic (Prior) Development Limited Partnership, 1319191 B.C. Ltd. and 1232616 B.C. Ltd. (collectively, the "**Debtors**") 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 _____ day of _____, 202____ (the "**Order**") made in SCBC Action No. _____ and/or SCBC Action No. _____/Estate No. _____ has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded daily monthly not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the [REDACTED] day of [REDACTED], 202[REDACTED].

FTI Consulting Canada Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

Schedule "B"

Demand for Notice

TO: [Name of Applicant]
c/o [Name of Counsel to the Applicant]
Attention:
Email:

AND TO: [Name of Receiver]
c/o [Name of Counsel to the Receiver]
Attention:
Email:

Re: In the matter of the Receivership of [DEBTOR]

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.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SHAPE CAPITAL CORP.

PETITIONER

AND:

KELTIC (PRIOR) DEVELOPMENT LIMITED
PARTNERSHIP, 1319191 B.C. LTD.,
KELTIC GROUP EQUITIES (2019) LTD.,
KELTIC PROJECTS DEVELOPMENT LTD.,
1232616 B.C. LTD., KELTIC CANADA
DEVELOPMENT CO. LTD., DDAW
HOLDINGS LTD., KELTIC (RIVER
GARDEN) DEVELOPMENT LTD., 1319188
B.C. LTD., WEI GUO LI AND RUI WANG

RESPONDENTS

**ORDER MADE AFTER APPLICATION
(RECEIVERSHIP ORDER)**

DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700
1133 Melville Street
Vancouver, BC V6E 4E5
Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 118419-00001

CDB/

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SHAPE CAPITAL CORP.

PETITIONER

AND:

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DEVELOPMENT CO. LTD., DDAW
HOLDINGS LTD., KELTIC (RIVER
GARDEN) DEVELOPMENT LTD., 1319188
B.C. LTD., WEI GUO LI AND RUI WANG

RESPONDENTS

PETITION TO THE COURT

DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700
1133 Melville Street
Vancouver, BC V6E 4E5
Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 118419-00001

CDB/