



FORCE FILED

No. S-255784
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between:

C3 GP LTD.

Petitioner

And:

1210632 B.C. LTD.

1210634 B.C. LTD.

1512406 B.C. LTD.

1248985 B.C. LTD.

SQUARE NINE KING GEORGE DEVELOPMENT LTD.

Respondents

NOTICE OF APPLICATION

Name of applicant: FTI Consulting Canada Inc., in its capacity as court-appointed monitor of Square Nine King George Development Ltd.

To: The Petitioner, C3 GP Ltd.

And To: The Respondents, 1210632 B.C. LTD., 1210634 B.C. LTD., 1512406 B.C. LTD. and 1248985 B.C. LTD.

And To: The Service List in the CCAA Action (defined below)

TAKE NOTICE that an application will be made by the applicant to the Honourable Justice P. Walker at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on **December 9, 2025** at 9:30 a.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take 10 minutes.

☒ This matter is within the jurisdiction of an associate judge. Justice Walker is seized of the CCAA Action (defined below) and the hearing date and time has been set with Supreme Court Scheduling.

Part 1: ORDERS SOUGHT

1. The Applicant seeks an order for payment of funds out of Court in the amount of \$127,978.93, to FTI Consulting Canada Inc. ("FTI"), in trust.

Part 2: FACTUAL BASIS

The CCAA Action

1. Pursuant to the Initial Order of the Court made on November 13, 2025 and entered on November 14, 2025 (the "**Initial Order**", and as most recently amended and restated December 2, 2025, the "**SARIO**") in Supreme Court of British Columbia, Vancouver Registry, Action No. S-258449 (the "**CCAA Action**"), Square Nine and Square Nine Builders Inc. (together, the "**Petitioners**") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended [**CCAA**] and FTI was appointed monitor (the "**Monitor**").
2. Also pursuant to the terms of the SARIO, the Court granted an initial stay of proceedings in the CCAA Action until January 31, 2026 (the "**Stay Period**").
3. Paragraphs 16-17 of the SARIO provide:

16. Until and including January 31, 2026, or such later date as this Court may order (the "**Stay Period**"), no action, suit or proceeding in any court or tribunal (each, a "**Proceeding**") against or in respect of the Petitioners, Square Nine Development Inc. or Manish Sharma in their capacities as a guarantor, covenantor, indemnifier or similar capacity of any of the Petitioners' debts or liabilities, or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the written consent of the Petitioners and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

17. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Petitioners or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor or leave of this Court.

The Pillar Advance

4. The Initial Order authorized the Petitioners to borrow up to \$150,000 under the an interim financing facility advanced by Pillar Capital Corp.

5. A request for funds was made shortly after that date. A net advance of \$128,000 (the **"Pillar Advance"**) was funded on November 20, 2025 to the account of Square Nine King George Development Ltd. (**"Square Nine"**) with Royal Bank of Canada (**"RBC"**) and the **"Square Nine RBC Account"**).
6. Following the ARIO, and in order to comply with paragraph 11 thereof, the Monitor established new accounts for each of the Petitioners. The Monitor requested that the Petitioners transfer the Pillar Advance from the Square Nine RBC Account to those new accounts.
7. However, on November 21, 2025, the Petitioners advised the Monitor that RBC had placed a hold on the Square Nine RBC Account. Further, during the evening of November 27, 2025, the Monitor was advised by the Petitioners that RBC had removed the Pillar Advance from the Square Nine RBC Account.
8. The Monitor was initially advised that the hold arose from a notice or garnishment issued by Canada Revenue Agency (**"CRA"**). On or about December 2, 2025, CRA confirmed that it had not received the Pillar Advance.
9. Subsequently, on December 3, 2025, a representative of RBC confirmed that a payment in the amount of \$128,976.88 (the **"Garnished Funds"**) was sent to the Supreme Court of British Columbia (the **"Court"**) by way of a bank draft in response to a demand from the Court for Square Nine.
10. Upon further investigation, the Monitor learned that on November 20, 2025, C3 GP Ltd. (**"C3"**) obtained a garnishing order (the **"Garnishing Order"**) against 1210632 B.C. Ltd. (**"632"**) and 1210634 B.C. Ltd. (**"634"**).
11. Pursuant to the Garnishing Order, all debts, obligations and liabilities owing, payable or accruing due from Royal Bank of Canada (**"RBC"**) to 632 and 634 were ordered attached up to the amount of \$8,250,296.50 and paid into Court.
12. Importantly, while Square Nine is a defendant in these proceedings, the Garnishing Order relates only to the obligations of RBC to 632 and 634. Nevertheless, a Notice of Payment Into Court dated November 26, 2025 confirms that RBC did in fact pay the Garnished Funds into Court.

Part 3: LEGAL BASIS

1. Pursuant to R. 23-4 of the *Supreme Court Civil Rules*, funds paid into Court may only be paid out on the authority of an order of the Court.

2. The Initial Order stayed and suspended all rights and remedies of any corporation against or in respect of Square Nine except with the written consent of the Petitioners and the Monitor or leave of this Court.
3. The Stay Period has been extended until January 31, 2025 and Square Nine remains under protection from its creditors until the expiry of the Stay Period.
4. The Garnishing Order was granted in respect of 632 and 634. No relief was granted in respect of Square Nine.
5. The Monitor is therefore seeking payment of funds out of Court in the amount of \$127,978.93, together with any accrued interest. The Monitor is continuing to investigate the source of the balance of the Garnished Funds (being the sum of \$997.95).
6. No costs are sought against the Petitioner on this application.

Part 4: MATERIAL TO BE RELIED ON

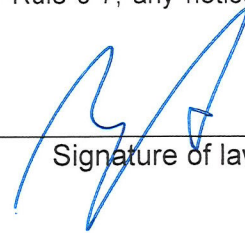
1. Affidavit #1 of Avic Arenas, made December 8, 2025;
2. Second Report of the Monitor, dated December 1, 2025;
3. Third Report of the Monitor, dated December 8, 2025; and
4. Second Amended and Restated Initial Order, granted December 2, 2025.
5. Such further and other material as counsel for the Applicant may advise.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days of service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that

- (i) you intend to refer to at the hearing of this application, and
- (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: December 8, 2025


 Signature of lawyer for applicant
 Jordan Schultz

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs _____ of Part 1 of this Notice of Application

☐ with the following variations and additional terms:

Date:

Signature of ☐ Judge ☐ Associate Judge

APPENDIX**THIS APPLICATION INVOLVES THE FOLLOWING:**

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts