

29-Jan-26

REGISTRY

No. S-246877
Vancouver Registry**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

NATIONAL BANK OF CANADA

PETITIONER

AND:

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED
PARTNERSHIP, MANNA INDUSTRIAL FUND (VALUE-
ADD) GP CORP., 8826 JIM BAILEY LTD., 375 POTTERTON
LTD., GENESIS MANNA HOLDINGS LTD. AND ALLION
HOLDINGS LTD.

RESPONDENTS

NOTICE OF APPLICATION
(AMEND RECEIVERSHIP ORDER)**NAME OF APPLICANT:** Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership (“**IMC**”)**To:** The Service List

TAKE NOTICE that an Application will be made by IMC to the Honourable Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver, British Columbia on February 12, 2026 at 10:00 a.m. for the orders set out in Part 1 below.

IMC estimates that this Application will take 30 minutes.

- This matter is within the jurisdiction of an Associate Judge.
- This matter is not within the jurisdiction of an Associate Judge.

Part 1: ORDERS SOUGHT

1. An Order substantially in the form attached hereto as **Schedule “A”**
 - (a) if necessary, abridging the time for service of this Notice of Application to the time actually given;
 - (b) pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253 (the “**LEA**”) amending the receivership order granted by this Court on May 8, 2025 (the “**Receivership Order**”), to appoint FTI Consulting Canada Inc. (“**FTI**”) as receiver and manager (in such capacity, the “**Receiver**”) over all of the right, title and interest of Manna Industrial Fund (Value-Add) Limited Partnership (“**Manna LP**”) in and to Manna Industrial Brampton Limited Partnership (“**Brampton LP**”) including the proceeds resulting from the sale or disposition of any of Brampton LP’s assets (the “**Expanded Receivership**”); and

- (c) pursuant to section 49 of the BIA, authorizing the Receiver to cause Manna LP to make a voluntary assignment in bankruptcy for the benefit of its creditors.

Part 2: FACTUAL BASIS

The Parties

2. IMC is a corporation with an office at 199 Bay Street, Suite 1900, Commerce Court West, Box 271, Toronto, Ontario M5L 1E9.
3. Manna Industrial Fund (Value-Add) GP Corp. (the “**GP**”), is the general partner of Manna LP. Manna LP is the beneficial owner of certain British Columbia holding companies, including:
 - (a) 8826 Jim Bailey Ltd. (“**Jim Bailey**”);
 - (b) 375 Potterton Ltd. (“**Potterton**” and together with Jim Bailey, the “**Borrowers**”); and
 - (c) 13799 Commerce Parkway Holdings Ltd. (“**13799**”);

(collectively, the “**Nominees**” and each, a “**Nominee**”).
4. The Nominees hold commercial or industrial rental investment properties (collectively, the “**Investment Properties**”) for Manna LP, as beneficial owner.
5. Genesis Manna Holdings Ltd. (“**Genesis**”) is a company incorporated pursuant to the laws of the Province of British Columbia. Yuanhong Wei, also known as Nancy Wei (“**Ms. Wei**”), is the sole director of Genesis.
6. Allion Holdings Ltd. (“**Allion**”) is a company incorporated pursuant to the laws of the Province of British Columbia. Fa-Kai (Michael) Chiang (“**Mr. Chiang**”) is the sole director of Allion.

The IMC Mortgage Loan

7. IMC holds an inter-alia mortgage to secure a mortgage loan in the principal amount of \$18,300,000 (the “**IMC Mortgage Loan**”), granted by the Borrowers, registered under registration numbers CA9768040 and CA9768041, over the Investment Properties in Kelowna, British Columbia legally described as:

PID: 024-666-947

Lot 6 Section 2 Township 20 Osoyoos Division Yale District Plan KAP65805 including all rents and leases relating thereto

(the “**Jim Bailey Property**”); and

PID: 023-839-171

Lot 10 Section 2 Township 20 Osoyoos Division Yale District Plan KAP59703, including all rents and leases relating thereto

(the “**Potterton Property**” and together with the Jim Bailey Property, the “**Real Property**”).

8. As further security for the IMC Mortgage Loan, the Borrowers and Manna LP (the “**IMC Debtors**”) granted the following to IMC:
- (a) a Security Agreement dated March 3, 2022, pursuant to which the IMC Debtors granted a security interest in all of their present and after-acquired property comprising or otherwise relating to the Real Property;
 - (b) a Beneficial Owner Agreement dated March 3, 2022, granted by Jim Bailey and Manna LP with respect to the Jim Bailey Property (the “**Jim Bailey Equitable Mortgage**”); and
 - (c) a Beneficial Owner Agreement dated March 3, 2022, granted by Potterton and Manna LP with respect to the Potterton Property (the “**Potterton Equitable Mortgage**, and together with the Jim Bailey Equitable Mortgage, the **Equitable Mortgages**”).

Default by the IMC Debtors

9. The IMC Debtors failed to repay the IMC Mortgage Loan upon its maturity on January 1, 2024.
10. On June 12, 2024, certain limited partners of the Manna LP filed a Petition in the Supreme Court of British Columbia alleging impropriety on the part of Ms. Wei, who at the time was the principal of the GP, and sought, among other things, the following relief:
- (a) a declaration that the Manna GP be removed as the general partner of the Manna LP; and
 - (b) creditor protection pursuant to the *Companies’ Creditors Arrangement Act* (the “**CCAA Relief**”).
11. Pursuant to the Order made by Justice Gropper on June 21, 2024, the aforementioned declaration was not granted and the CCAA Relief was adjourned generally.
12. As a result of the foregoing, on July 17, 2024, IMC, through its solicitors, issued formal demand for full repayment of the IMC Mortgage Loan on the IMC Debtors along with the GP, Genesis, Allion, Ms. Wei and Mr. Chiang, as remaining guarantors (the “**Guarantors**” and together with the IMC Debtors, the “**IMC Loan Parties**”).

13. At the IMC Loan Parties' request, the parties entered into a forbearance agreement (the "**First Forbearance Agreement**") dated October 24, 2024, so that the Manna GP could sell the Real Property and payout IMC in full. Pursuant to the Forbearance Agreement, the IMC Loan Parties agreed to, among other things:
- (a) fully repay IMC by February 1, 2025; and
 - (b) refrain from distributing the proceeds from the sale of any of Manna LP's assets until IMC was fully repaid.
14. At the IMC Loan Parties' request, IMC granted the Respondents two extensions to the First Forbearance Agreement:
- (a) a Supplemental Forbearance Agreement dated January 28, 2025 (the "**Second Forbearance Agreement**"), requiring IMC to be fully repaid by March 1, 2025; and;
 - (b) a Second Supplemental Forbearance Agreement dated February 24, 2025 (the "**Third Forbearance Agreement**" and together with the First Forbearance Agreement and the Second Forbearance Agreement, the "**Forbearance Agreements**"), requiring IMC to be repaid by April 1, 2025.

The IMC Loan Parties defaulted under the Forbearance Agreements as a result of their failure to achieve required milestones, sell the Real Property and repay IMC.

15. By letters dated January 21, 2026, IMC, through its solicitors, re-issued formal demand for full repayment of the IMC Mortgage Loan on Manna LP.

The Receivership Order

16. Pursuant to the Receivership Order, FTI was appointed as Receiver over:
- (a) the Real Property;
 - (b) all present and after-acquired personal property of Manna LP, the GP, Genesis and Allion located on, derived from, arising from, or used in relation to the Real Property;
 - (c) all property, assets and undertakings of the Borrowers;
 - (d) all shares in the capital stock of the Borrowers; and
 - (e) any other assets, undertakings or property of the Manna LP, the GP, Genesis and Allion and the Borrowers located on or relating to the Real Property.

Sale of the Real Property

17. By order dated December 10, 2025 (the "**Reverse Vesting Order**"), this Court approved a transaction for, among other things, the sale of the Real Property (the "**Transaction**").
18. The purchase price for the Transaction is \$44,000,000 with closing scheduled for 45 business days after the Reverse Vesting Order, being February 17, 2026.

Shortfall under the IMC Mortgage Loan

19. As at January 20, 2026, the balance due and payable to IMC under the IMC Mortgage Loan is \$18,861,177.23. Based on a sale price of \$44 million, and accounting for receipts and disbursements in the Receivership, realtor commissions and legal fees, the net proceeds available to IMC will be approximately \$17,740,000, resulting in a shortfall and an unsecured claim of IMC of approximately \$1.12 million.
20. The shortfall amount excludes unpaid GST (the “**Unpaid GST**”) owing with respect to the Real Property in the approximate amount of \$150,000.

Commerce Parkway Foreclosure

21. Manna LP is also subject to foreclosure proceedings (the “**Commerce Parkway Foreclosure**”) commenced by Prospera Credit Union (“**Prospera**”) pursuant to its mortgage (the “**Prospera Mortgage**”) over real property located at 13799 Commerce Parkway (the “**13799 Lands**”) owned by the Nominee, 13799.
22. On August 11, 2025, Prospera obtained an Order Nisi with a one-day redemption period as well as an Order for Conduct of Sale. Pursuant to the Order Nisi, the amount required to redeem Prospera’s mortgage over the 13799 Lands was \$13,600,505.40 and Prospera was granted judgment in this amount against Manna LP, the GP, 13799 Genesis, Allion, Nancy and Michael.
23. Pursuant to its Order for Conduct of Sale, Prospera engaged Colliers Macaulay Nicolls Inc. (“**Colliers**”) to list the 13799 Lands for sale for \$18,800,000. IMC understands that Colliers has obtained an offer and due diligence is currently underway.

Additional Charges on Title

24. The following charges are registered against the titles of the Real Property and/or the 13799 Lands:
 - (a) a *Securities Act* charge (the “**Securities Act Charge**”) registered on all three properties by the British Columbia Securities Commission on August 19, 2024, which restrains Manna LP and the Nominees from disposing of or transmitting their interests in these properties, as specified in a preservation order issued under section 164.04(4)(a) of the *Securities Act*
 - (b) a mortgage registered on title to the 13799 Lands on February 25, 2025, in favour of 13531953 Canada Inc. (the “**1353 Mortgage**”) in the principal amount of \$4,324,389.37, with interest to February 28, 2025, in the amount of \$216,359.16, and interest thereafter at 18% per annum;
 - (c) a Crown Lien (the “**Speculation and Vacancy Tax Lien**”) registered on title to the 13799 Lands on August 12, 2025 pursuant to unpaid Speculation and Vacancy Tax in the amount of \$89,849.78; and

- (d) a Crystallized Floating Charge registered on November 7, 2025 by Nanite King George Limited Partnership and Nanite International Holding Ltd. (“**Nanite**”) on title to the 13799 Lands, with respect to a claim (the “**Nanite Claim**”) by Nanite in BC Supreme Court action no. S-252901.

25. In addition to the foregoing, property taxes with respect to the 13799 Lands are delinquent for the last three years. As at January 19, 2026, outstanding property taxes are owing on account of the 13799 Lands in the amount of \$384,778.68 (the “**13799 Property Taxes**”).

The Brampton Property

26. Manna LP holds approximately 45% of the partnership units in the Brampton LP. The Brampton LP was the beneficial owner of real property located in Brampton, Ontario (the “**Brampton Property**”), which was sold in 2025 and yielded net proceeds in the amount of \$20,560,413.88 (the “**Brampton Proceeds**”). An agreement has been reached by the limited partners of the Brampton LP, such that the Brampton Proceeds will be distributed as follows:

- (a) \$8,792,707.68 paid to the GP, to be held in trust to the credit of Manna LP (the “**Manna LP Unit Proceeds**”), pending further court order or agreement among certain of the parties, including IMC, the GP, Nanite, 1532890 B.C. Ltd. (“**153**”), its director Xiuxia Gao (“**Ms. Gao**”), and 1475282 B.C. Ltd., a limited partner of Manna LP; and
- (b) \$11,767,706.20 paid to the remaining limited partners of Brampton LP.

The Nanite Claim

27. The Manna LP Unit Proceeds are the subject of competing claims amongst various creditors and limited partners, including the Nanite Claim asserting a secured claim over Manna LP’s interest in the Brampton LP, and seeking:

- (a) judgment in the amount of \$10,816,537.13 against Manna LP, the GP, 13799 and Ms. Wei; and
- (b) judgment in the amount of \$1,283,251.52 against Manna LP and the GP.

28. Nanite’s claim is contested by the GP and others, including the validity of security over Manna LP’s partnership units in the Brampton LP. Accordingly, there remains a dispute over entitlement to the Manna LP Unit Proceeds, with no imminent resolution anticipated.

The Injunction Proceedings

29. On April 15, 2025, proceedings were initiated in the Supreme Court of British Columbia’s Vancouver Registry under Action number S-252903 (the “**Injunction Proceedings**”), involving Ms. Wei, Genesis, Manna LP, the GP and other Manna entities as Plaintiffs, and Mr. Chiang, Allion, 153, Ms. Gao and others as Defendants.

30. Allegations in the Injunction Proceedings raised by Plaintiffs include that the Defendants engaged in misconduct, including breaches of fiduciary duty, misrepresentation, and breach of trust related to property acquisitions and tenant arrangements. The Plaintiffs further alleged a conspiracy involving the Defendants to seize control of the Manna enterprise and secure a \$6.8 million loan and mortgage against the Brampton Property without proper authority, prejudicing the enterprise and its investors. The Plaintiffs sought, among other things, the following relief:
- (a) that the Defendants be enjoined and restrained for purporting to act on behalf of or have any authority in respect of the GP and any other Manna entity, including Manna LP;
 - (b) that any shares held by the Defendants in the GP or in any other Manna entity be transferred to Genesis;
 - (c) that Ms. Wei be immediately restored as officer, director, president and secretary of Manna GP and any other Manna entity.
31. The Defendants denied the allegations and argue that the Plaintiffs have failed to show evidence of a high probability of irreparable harm or that a balance of convenience favours granting the relief sought.
32. On April 15, 2025, Justice Kirchner heard the injunction application on an *ex parte* basis, and ordered, among other things, that the Defendants be enjoined and restrained from purporting to act on behalf of or have any authority in respect of any of the Manna entities until May 1, 2025, and that the Defendants transfer any shares they hold in the Manna entities to Genesis (the “**Interim Injunction**”).
33. On April 28, 2025, Justice Fitzpatrick ordered, among other things, that the Interim Injunction be set aside.

Act of Bankruptcy

34. As set out in the foregoing, Manna LP, within the six (6) months next preceding the date of the filing of this Application, has committed the following acts of bankruptcy, namely that it has ceased to meet its liabilities generally as they become as, as result of:
- (a) its failure to pay:
 - (i) the IMC Mortgage Loan;
 - (ii) the Unpaid GST;
 - (iii) the Nanite Claim;
 - (iv) the Prospera Mortgage;

- (v) the 1353 Mortgage;
- (vi) the Speculation and Vacancy Tax Lien; and
- (vii) the 13799 Property Taxes.

Part 3: LEGAL BASIS

Statutory Basis

35. IMC brings this application to appoint the Receiver over Manna LP's right, title and interest in and to Brampton LP and authorizing the Receiver to cause Manna LP to make an assignment into bankruptcy pursuant to the BIA, the LEA, and the *Supreme Court Civil Rules*, B.C. Reg. 168/2009.

The BIA

36. Section 49(1) of the BIA states:
- an insolvent person or, if deceased, the executor or administrator of their estate or the liquidator of the succession, with leave of the court, make may an assignment of all of the insolvent person's property for the general benefit of the insolvent person's creditors.
37. As set out in section 85 (1) of the BIA:
- 85 (1) This Act applies to limited partnerships in like manner as if limited partnerships were ordinary partnerships, and, on all the general partners of a limited partnership become bankrupt, the property of the limited partnership vests in the trustee.
38. Accordingly, the BIA applies to Manna LP, and if the Receiver is appointed over Manna LP's interest in Brampton LP, the Receiver may, pursuant to section 49(1) assign Manna LP into bankruptcy.
39. Section 243 of the BIA provides:
- 243(1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:
- (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
 - (b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or
 - (c) take any other action that the court considers advisable.

The LEA

40. Section 39 of the LEA provides:

39(1) An injunction or an order in the nature of mandamus may be granted or a receiver or receiver manager appointed by an interlocutory order of the court in all cases in which it appears to the court to be just or convenient that the order should be made.

(2) An order made under subsection (1) may be made either unconditionally or on terms and conditions the court thinks just.

[...]

Terms of the Receivership Order

41. Paragraph 36 of the Receivership Order provides that any interested party may apply to the court to vary or amend the Receivership Order on at least 7 business days' notice to the Service List or on any interest party.

The Test for Appointing a Receiver

42. There are a number of factors the court may consider in exercising its discretion to appoint a receiver, including:

- (a) whether irreparable harm might be caused if no order were made;
- (b) the nature of the property;
- (c) the preservation and protection of the property;
- (d) the balance of convenience to the parties;
- (e) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
- (f) the effect of the order upon the parties;
- (g) the conduct of the parties;
- (h) the cost to the parties;
- (i) the likelihood of maximizing return to the parties; and
- (j) the goal of facilitating the duties of the receiver.

Maple Trade Finance Inc. v CY Oriental Holdings Ltd., 2009 BCSC 1527 at para 25
[Maple Trade];

Bank of Montreal v Gian's Business Centre Inc., 2016 BCSC 2348 at paras 23-
24 [Gian's];

43. The above-noted factors are not a checklist, but a collection of considerations to be viewed holistically in an assessment as to whether, in all of the circumstances, the appointment of a receiver is just or convenient.

Royal Bank of Canada v Canwest Aerospace Inc., 2023 BCSC 514 at para. 9.

44. While it is not necessary for a secured creditor to show jeopardy before a receiver is appointed, no such presumption of appointment should be made; rather, the court should review the matter holistically and decide whether on the whole of the circumstances it is, in fact, just and convenient to appoint a receiver.

Gian's at para 23.

Amending the Receivership Order to include Manna LP's interest in Brampton LP

45. The present circumstances weigh heavily in favour of the Expanded Receivership to appoint the Receiver over Manna LP's interest in Brampton LP and authorizing the Receiver to assign Manna LP into bankruptcy as:
- (a) the Brampton Proceeds are subject to competing claims, including from Nanite, whose claim asserting security over Manna LP's interest in the Brampton Property is disputed. The Receiver, as an officer of this court will be able efficiently and economically address these claims in a single insolvency proceeding;
 - (b) Manna LP is insolvent person under the BIA as it is unable to meet its obligations generally as they become due; and
 - (c) the balance of convenience weights in favour of appointing the Receiver over Manna LP's interest in the Brampton LP.

Court Officer Control is Required

46. It is trite law that a court-appointed receiver is an officer of the court and is not beholden to the secured creditor who caused its appointment. A receiver owes fiduciary duties to all parties, including the debtor.

Forjay Management Ltd. v. 0981478 B.C. Ltd., 2018, BCSC 527 at para 21.

47. The Supreme Court of Canada has noted that efficiency, expediency and procedural flexibility are hallmarks of the insolvency regime. Procedural flexibility allows the courts to:
- (a) provide a "forum for the orderly resolution" of stakeholders' competing rights and objectives, in part, by designing a process and outcome that is suitable for each case; and
 - (b) create mechanisms to preserve the value of the debtors' business or assets for the benefit of creditors.

Peace River Hydro Partners v. Petrowest Corp., 2022 SCC 41 at paras 53, 60, 64 and 66 [Petrowest].

48. The pursuit of the equitable and orderly resolution of disputes is furthered by the use of the single proceeding model in insolvency matters. In the single proceeding model, the enforcement of rights by stakeholders occurs in a “centralized judicial process” in order to mitigate inefficiencies and chaos that would arise if each stakeholder could initiate its own separate enforcement process against the debtor. Protecting the public interest of “expeditious, efficient and economical clean-up of the aftermath of a financial collapse” is the underlying objecting of this model.

Petrowest, para 54-55.

49. Court officer oversight is required to adjudicate the competing claims with respect to Manna LP’s interest in Brampton LP, and, therefore, Manna LP’s interest in the Brampton Property and the Brampton Proceeds, as well as any further claims that may result from the Injunction Proceedings. Expanding the Receivership Order to include Manna LP’s interest in Brampton LP follows the single proceeding model to minimize inefficiencies and costs that would ensue in the event that these claims were adjudicated separately and is in the best interest of stakeholders, including Manna LP, the GP and Nanite.

Assignment of Manna LP into Bankruptcy

Manna LP is an insolvent person within the meaning of the BIA

50. Section 49 of the BIA provides, inter alia, that an “insolvent person” may make an assignment in bankruptcy. The BIA defines an insolvent person as
- (a) a person who is not bankrupt and who resides, carries on business or has property in Canada, whose liabilities to creditors provable as claims under this Act amount to one thousand dollars, and
 - (b) who is for any reason unable to meet his obligations as they generally become due,
 - (c) who has ceased paying his current obligations in the ordinary course of business as they generally become due, or
 - (d) the aggregate of whose property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all his obligations, due and accruing due.
51. In *Bank of Montreal v Owen Sound Golf & Country Club Ltd.*, Justice Brown, in concluding that a receiver-manager had the authority to wind-up a debtor company, confirmed that “it is well settled that a court possesses the power to authorize a receiver to file an assignment in bankruptcy or consent to a bankruptcy order.”

Bank of Montreal v. Owen Sound Golf and Country Club, 2012 ONSC 557 at para 7.

Act of Bankruptcy

52. IMC submits that Manna LP has committed an act of bankruptcy within the last six months by failing to meet its obligations generally as they become due as a result of:
- (a) its failure to pay:
 - (i) the IMC Mortgage Loan;
 - (ii) the Unpaid GST;
 - (iii) the Nanite Claim;
 - (iv) the Prospera Mortgage;
 - (v) the 1353 Mortgage;
 - (vi) the Speculation and Vacancy Tax Lien; and
 - (vii) the 13799 Property Taxes.
53. The Expanded Receivership and the bankruptcy of Manna LP will allow for the ordinary administration and adjudication of any claims against Manna LP, which include the Nanite Claim, as well as any further claims resulting from the Injunction Proceedings.
54. In addition, as a result of the Expanded Receivership and bankruptcy of Manna LP, the Crown's deemed trust claim with respect to the Unpaid GST is of no effect upon bankruptcy.

Canada v. Callidus Capital Corporation, 2015 FC 977 at para 42, affirmed Callidus Capital Corp. v. Canada, 2018 SCC 47.

55. Lastly, the Expanded Receivership and the bankruptcy of Manna LP will allow FTI to investigate reviewable transactions, crystallize any resulting claims and preserve all applicable limitation periods for the benefit of Manna LP's estate. The Trustee will also identify and determine any other property of Manna LP and, if there are net proceeds available from the sale of the 13799 Lands after payment to Prospera, review and adjudicate competing claims to those funds, as well as to any other property the Trustee identifies.

Balance of Convenience

56. While the Expanded Receivership comes with added costs, it is necessary in these circumstances due to the competing claims respecting Manna LP's interest in the Brampton Property and the insolvency of Manna LP in general.

57. Accordingly, in these circumstances it is just and convenient to expand the Receivership Order over Manna LP's interest in the Brampton Property and to authorize the Receiver to assign Manna LP into bankruptcy.
58. For these reasons, IMC respectfully requests that the Receivership Order be amended to appoint FTI as Receiver over all of the right, title and interest of Manna LP in and to the
59. Brampton LP and that the Receiver be authorized to cause Manna LP to make a voluntary assignment into bankruptcy.

Part 4: MATERIALS TO BE RELIED ON

60. The First Affidavit of Ariel Mossman, made January 28, 2026.
61. The First Affidavit of Ryan Fernandes made October 9, 2024.

TO THE PERSON 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 after 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).

Dated at the City of Vancouver, in the Province of British Columbia, this 28th day of January 2026.



Lawson Lundell LLP
Solicitors for IMC

This Notice of Application is filed by Noor Mann, of the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2.

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

Schedule “A”
AMENDMENT OF RECEIVERSHIP ORDER

No. S-246877
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

NATIONAL BANK OF CANADA

PETITIONER

AND:

MANNA INDUSTRIAL FUND (VALUE-ADD) LIMITED PARTNERSHIP, MANNA INDUSTRIAL FUND (VALUE-ADD) GP CORP., 8826 JIM BAILEY LTD., 375 POTTERTON LTD., GENESIS MANNA HOLDINGS LTD. AND ALLION HOLDINGS LTD.

RESPONDENTS

AMENDMENT OF RECEIVERSHIP ORDER

BEFORE THE HONOURABLE)	THURSDAY THE 12 TH DAY OF
JUSTICE FITZPATRICK)	FEBRUARY 2026
)	

ON THE APPLICATION of Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership (“**IMC**”), 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 the Property (defined below) coming on for hearing this day at Vancouver, British Columbia. AND ON READING the Affidavit #1 of Ariel Mossman made on January 28, 2026, Affidavit #1 of Ryan Fernandes made October 9, 2024 and the consent of FTI to act as the Receiver; AND ON HEARING Bryan C. Gibbons and Noor Mann, counsel for IMC, and other counsel listed on **Schedule “A”** hereto, and no-one else appearing, although duly served;

THIS COURT ORDERS AND DECLARES that:

AMENDMENT OF THE RECEIVERSHIP ORDER

1. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the receivership order granted by this Honourable Court on May 8, 2025 (the “**Receivership Order**”).

2. The Receiver is hereby appointed as the Receiver of all of the right, title and interest of Manna Industrial Fund (Value-Add) Limited Partnership (“**Manna LP**”) in and to Manna Industrial Brampton Limited Partnership (the “**Brampton LP Property**”) on the same terms, and with the same powers and charges in its favour, as the Receiver was appointed pursuant to the Receivership Order. For the purposes of this Order and the Receivership Order, the defined term “Property” as set out in the Receivership Order shall be amended to include the Brampton LP Property, and every reference to “Property” in the Receivership Order shall be read and interpreted to include, without limitation, the Brampton LP Property.
3. The Receiver is empowered and authorized to voluntarily assign Manna LP into bankruptcy pursuant to section 49 of the BIA.
4. Except as expressly varied by this Order, the Receivership Order remains in full force and effect.

Service and Notice Protocol

5. Service of this Order shall be deemed good and sufficient by serving same on the persons who were served with this Notice of Application and any other parties attending or represented at the hearing of this application and by posting a copy of this Order on the Receiver’s website.
6. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier.
7. The need for endorsement of this Order by counsel appearing on this application other than counsel for IMC is dispensed with.

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

Bryan Gibbons/Noor Mann
Counsel for IMC

By the Court:

Registrar

Schedule "A"

List of Counsel Appearing

Name of Counsel	Appearing For
Bryan Gibbons Noor Mann	IMC
Peter Rubin Claire Hildebrand	FTI

APPENDIX

[The following information is provided for data collection purposes only and is of no legal effect.]

- 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
- Other**

NO. S-246877
VANCOUVER REGISTRY
**IN THE SUPREME COURT OF BRITISH
COLUMBIA**

BETWEEN: NATIONAL BANK OF CANADA

PETITIONER

AND:

MANNA INDUSTRIAL FUND
(VALUE-ADD) GP CORP., and
others

RESPONDENTS

NOTICE OF APPLICATION



Suite 1600 Cathedral Place
925 West Georgia Street,
Vancouver BC V6C 3L2
Phone: 604-685-3456
Attention: Noor Mann
Email: nmann@lawsonlundell.com