No. S-256472
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

CARVOLTH 86TH AVENUE LANDS LTD., MASKEEN (CARVOLTH) GP INC. AND MASKEEN (CARVOLTH) LIMITED PARTNERSHIP

RESPONDENTS

NOTICE OF APPLICATION

Name of applicant: FTI Consulting Canada Inc. ("**FTI**") in its capacity as court-appointed receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of Carvolth 86th Avenue Lands Ltd., Maskeen (Carvolth) GP Inc. and Maskeen (Carvolth) Limited Partnership (collectively, the "**Company**").

TO: The attached Service List (**Schedule "A"**)

TAKE NOTICE that an application will be made by the applicant to Madam Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on **Tuesday, the 25th day of August, 2026 at 9:00 a.m.** for the orders set out in Part 1 below.

The applicant estimates that the application will take 45 minutes.

☐ This matter is within the jurisdiction of an associate judge.

☒ This matter is not within the jurisdiction of an associate judge. Madam Justice Fitzpatrick is seized of these proceedings.

PART 1: ORDERS SOUGHT

1. An order substantially in the form attached hereto as **Schedule "B"** (the "**Sale Approval and Vesting Order**") that, among other things:

(a) approving the completion and consummation of the Property (as defined below) contemplated by the contract of purchase and sale dated July 16, 2026 and (the "**Purchase Agreement**") between the Receiver, as vendor, and 1489190 BC Ltd (the "**Purchaser**"), as purchasers; and

(b) effective upon the Receiver filing a certificate with the Court, substantially in the form attached as Schedule "B" to the Approval and Vesting Order, vesting the purchased assets described in the Purchase Agreement (the "**Purchased Assets**"), in the Purchasers free and clear of all claims and encumbrances.

2. An order substantially in the form attached hereto as **Schedule "C"** (the "**Fees, Distribution, and Discharge Order**") that, among other things:

(a) authorizing the Proposed Distribution (as defined below) to the National Bank of Canada (the "**Bank**");

(b) approves the fees and disbursements of the Receiver (the "**Receivers' Fees**"), the fees and disbursements of McCarthy Tétrault LLP (the "**McCarthy**") (the "**Receiver's Counsel's Fees**"), as detailed in the Affidavit #1 of Thomas Powell, sworn August 18, 2026 (the "**Powell Affidavit**") and the Affidavit #1 of H. Lance Williams, sworn August 18, 2026 (the "**Williams Affidavit**" and together with the Powell Affidavit, the "**Fee Affidavits**");

(c) approves the activities and conduct of the Receiver, as described in the First Report of the Receiver, dated August 18, 2026 (the "**First Receiver's Report**"), and declaring that the Receiver has satisfied all of its (i) duties and obligations as Receiver; and (ii) obligations under and pursuant to the terms of the orders granted in these receivership proceedings (the "**Receivership Proceedings**"); provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval; and

(d) ordering and declaring that, immediately upon the Receiver filing a certificate with the Court, substantially in the form attached as Schedule "B" to the Fees, Distribution, and Discharge Order (the "**Receiver's Discharge Certificate**"), confirming that the Proposed Distribution (as defined below) has been completed:

(i) the Receiver shall be discharged, and, notwithstanding the discharge of the Receiver, the Receiver remains empowered with residual jurisdiction to take such steps and actions as it deems necessary to address any ancillary or incidental matters, as required in connection with its capacity as Receiver following the termination of the Receivership Proceedings, and that FTI shall continue to have the benefit of all orders made in these Receivership Proceedings in relation to its capacity as Receiver; and

(ii) FTI shall be released and discharged from any and all liability that FTI now has or may hereafter have by reason of, or in any way arising out of, the actions or omissions of FTI while acting in its capacity as Receiver herein, and without limiting the generality of the foregoing, FTI shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in these Receivership Proceedings.

3. Such further and other relief as this Court may deem just.

PART 2: FACTUAL BASIS

I. BACKGROUND

a. <u>The Property</u>

1. Maskeen (Carvolth) Limited Partnership ("**Maskeen LP**") is the beneficial owner of undeveloped real property (the "**Property**") at civic address: 20120 86th Avenue, Langley BC and legally described as:

PID: 002-331-471,

Legally described as Lot 56 except: the Easterly portion; Section 26 Township 8 New Westminster District Plan 62363

Affidavit #1 of Julio Lugo, sworn August 25, 2025 [**First Lugo Affidavit**] at para 3
First Report of the Receiver, dated August 18, 2026 [**First Receiver's Report**] at para 2

2. The Property is held in bare trust by the Nominee, and is, effectively, an undeveloped vacant lot.

First Lugo Affidavit at para 3

3. As of the Receivership Order (as defined below), the Property remained undeveloped and was being used by a local developer, Tannin Developments Ltd. (the "**Tannin**") as a staging area for construction of its adjacent project to the east of the Property for a monthly payment of $6,000, plus taxes.

First Receiver's Report at para 3

b. The Loan Facility

4. The National Bank of Canada (the "**Bank**") provided Maskeen (Carvolth) GP Inc. (the "**Borrower**") with an interim land loan in the amount of $10,400,000 pursuant a loan agreement dated September 8, 2022 (as amended from time to time, the "**Loan Agreement**"). The loan was increased from $10,400,000 to $11,00,000 (the "**Loan**") by way of an amending agreement dated August 31, 2023 and an omnibus amending agreement dated September 8, 2023.

First Lugo Affidavit at para 8

5. The Borrower sought and obtained multiple extensions to the outside date in amending agreements, and the Borrower was ultimately required to repay the Loan by March 31, 2025.

First Lugo Affidavit at para 9

6. The purpose of the Loan Agreement was to provide refinancing in relation to a high-rise project at Property. The Bank advanced funds to the Borrower under the Loan Agreement and, as of August 19, 2025, the amount owing to the Bank under the Loan Agreement was **$11,036,164.92** (not including all fees, expenses, and other obligations owing or continuing to accrue under the Loan Agreement and related documents), which continues to accrue (the "**Indebtedness**"). As of August 19, 2025, interest on the Indebtedness was accruing at a per diem rate of $1,943.84.

First Lugo Affidavit at para 18

7. To secure payment of its obligations to the Bank, the Borrower provided a comprehensive security package to the Bank (collectively, the "**Security**"). The Security underlying the Loan includes a mortgage on the Property in the amount of $11,000,000 and site-specific security agreements made by both the Borrower and the Nominee in favour of the Bank, as well as general security agreements made by Maskeen Homes and Maskeen Developments in favour of the Bank.

First Lugo Affidavit at para 11

8. The Bank is the largest secured creditor of the Borrower and holds a first ranking charge over its property, assets, and undertakings. Cedar Ridge Investments Ltd. ("**Cedar Ridge**") holds second-ranking charges in respect of the Property, including a mortgage and assignment of rents. Pursuant to a priority and postponement agreement dated August 31, 2023, the Bank's Security ranks in priority to any charges held by Cedar Ridge in respect of the Property.

First Lugo Affidavit at paras 5 and 17

9. On March 31, 2025, the outside date, the Borrower did not repay the Loan as was required under the Loan Agreement. The Borrower proceeded to default on payment obligations in April through August of 2025. The Bank demanded repayment, but the Borrower still failed to repay the Indebtedness.

First Lugo Affidavit at paras 21 and 24

c. <u>The Receivership</u>

10. On January 8, 2026 (the "**Appointment Date**"), this Court granted an order (the "**Receivership Order**"), which among other things, appointed FTI as the Receiver of the Property 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**") and granted the Receiver the authority to list, market, and sell the Property.

Order Made After Application (Receivership) pronounced January 8, 2026 [**Receivership Order**] at paras. 1, 2(k)-(m)

11. The activities of the Receiver since the Receivership Order are set out and described in further detail in the First Receiver's Report. The Receiver's primary activities have been

running a marketing process for the Property, securing offers, and negotiating a purchase agreement.

First Receiver's Report at 6

12. In the course of the receivership, the Receiver borrowed $250,000 from NBC under a Receiver's Certificate, which is secured by the Receiver's Borrowing Charge, both as defined in the Receivership Order.

First Receiver's Report at 23

II. SALE TRANSACTION

a. Sales Process

13. To maximize recovery for creditors, the Receiver commenced a sales process for the Property to realize on its value (the "**Marketing Process**"). The Receiver solicited competing proposals from three real estate agents to act as the listing agent for the Property. The Receiver, in consultation with NBC, reviewed the proposals and selected Avison Young Commercial Real Estate (B.C.) Inc. ("**AY**") to act as the exclusive listing agent.

First Receiver's Report at 13

14. The Receiver's decision to engage AY was based on:

(a) AY's experience with similar properties located in the Carvolth area and the Willoughby neighbourhood in Langley, BC;

(b) the commission structure was competitive compared to other proposals received; and

(c) AY's approach to navigating the ongoing community planning by the Township of Langley which could impact the rezoning and buildable areas of the Property, along with the suggested listing price, demonstrated knowledge of the area and was the most realistic approach for the marketing and sale of the Property relative to other proposals received. In particular, AY has taken into consideration the potential road dedications along the western and southern portions of the Property, and has adjusted the gross site area for the northern portion of the Property required to be set aside for a plaza.

First Receiver's Report at 14

15. On or about April 24, 2026, AY listed the Property for $7,000,000.

First Receiver's Report at 15

16. The Marketing Process undertaken by AY included, among other things, the following:

(a) a LinkedIn post;

(b) a preview phone call campaign;

(c) listing on AY's website;

(d) an official launch email (the "**Official Launch Email**") sent to a database of 1,362 local developers & investors;

(e) a phone call campaign to recipients who engaged with the Official Launch Email;

(f) an offer solicitation phone call campaign; and

(g) advertisements in the June and July edition of the *Western Investor*.

First Receiver's Report at 16

17. Over the course of the Marketing Process, the following interest was shown in the Property:

(a) the Official Launch Email received a 30% open rate and a 7% click rate;

(b) 13 parties executed confidentiality agreements and obtained access to the data room;

(c) two parties expressed interest in purchasing the Property at $3 million and $5.5 million, respectively, but did not proceed with a formal offer; and

(d) one formal offer was received.

First Receiver's Report at 17

18. On June 17, 2026, the Receiver received an initial offer from the Purchaser, which had a subject removal date of July 15, 2026. The day before the deadline for subject removal, the Purchaser proposed a reduced price based on its due diligence. As a result, the Receiver allowed the initial offer to expire and negotiated a revised offer with the Purchaser, more aligned with the price in the initial offer. The negotiations resulted in a counter-offer by the Receiver on July 16, 2026, which the Purchaser accepted. The parties entered into the Purchase Agreement, which the Receiver is seeking to be approved.

First Receiver's Report at 18

b. <u>Proposed Transaction</u>

19. The key terms of the Purchase Agreement are summarized as follows:

(a) <u>Purchase Price</u>: the purchase price is $6,400,000 (the "**Purchase Price**");

(b) <u>Deposit</u>: a deposit of $640,000, which is currently being held by the Purchaser's solicitor;

(c) <u>Conditions</u>: the Purchase Agreement is conditional upon the approval of this Court and the Purchaser may, at the Purchaser's option, terminate the Purchase Agreement if court approval is not obtained within 45 days of the date of the Purchase Agreement; and

(d) <u>Closing Date</u>: the sale shall be completed within 30 days after the Purchase Agreement is approved by the Court.

First Receiver's Report at 19

c. <u>Receiver's Comments on the Sale Process and Proposed Transaction</u>

20. The Receiver's comments with respect to the Marketing Process and the Purchase Agreement are as follows:

(a) the Marketing Process undertaken by AY was fair and transparent and provided all participants with equal access to the information and opportunity to submit an offer. Given the nature of the Property, AY's marketing strategy was designed to target purchasers with the development experience and financial wherewithal to complete a transaction, which include local developers and investors with an established interest in the development land market in Langley. AY advised that, given the significant number of competing opportunities currently available in the market, the way to maximize the selling price of development land is through a targeted process involving direct engagement with qualified potential purchasers;

(b) the Purchase Agreement represents the highest and best purchase price offered for the Property;

(c) a timely transaction to sell the Property will mitigate the ongoing costs of administering the Receivership;

(d) the sale is supported by NBC, as the primary secured creditor; and

(e) overall, it is the Receiver's view that completing the transaction contemplated in the Purchase Agreement is reasonable in the circumstances and is in the best interests of the Company's creditors.

First Receiver's Report at 20

III. PROPOSED DISTRIBUTION

21. The Receiver seeks approval to distribute the Company's funds to NBC as follows (the "**Proposed Distribution**"):

(a) repayment of the Receiver's Borrowings of $250,000, plus interest; and

(b) distribute the remaining funds, net of costs to complete the administration of the Receivership (the "**Estimated Completion Costs**"), totalling approximately $5.9 million.

First Receiver's Report at 27

22. The estimated net proceeds available at present for distribution to NBC is approximately $6,155,000 million. After repayment of the Receiver's Borrowings (approximately $256,000), plus withholding the Estimated Completion Costs (approximately $50,000) and a contingency (approximately $25,000), the estimated funds available for distribution to NBC at the conclusion of the Receivership is $5,858,000.

First Receiver's Report at 28

23. Given the Indebtedness owing to the Bank is approximately $11 million, as described above, the Bank is expected to suffer a material shortfall even after the Proposed Distribution. As such, no other creditors will receive any recovery.

First Receiver's Report at 30

24. The Estimated Completion Costs of $50,000 largely consist of the professional fees of the Receiver and McCarthy (i) that were accrued but remain outstanding for July 2026 and August 2026, and (ii) that will be incurred between the First Report and the closing of the Purchase Agreement.

First Receiver's Report at 29

25. The Receiver obtained an independent security review from McCarthy Tétrault LLP, confirming that, subject to standard assumptions and qualifies, the security in favour of NBC has been registered and is valid and enforceable, and constitutes a first priority financial charge against the Property.

First Receiver's Report at 26

26. The Receiver has confirmed:

(a) no amounts are owing related to wages or unremitted payroll withholding, as the Company has no employees; and

(b) no assertion was received from the Canada Revenue Agency of a statutory priority claim for unpaid GST or HST under applicable tax legislation, nor any similar super priority claim from any other potential creditor of the Company.

First Receiver's Report at 31

IV. FEES AND DISBURSEMENTS OF THE RECEIVER AND THE RECEIVER'S COUNSEL

27. Pursuant to the Receivership Order, the Receiver and its legal counsel are to be paid their reasonable fees and disbursements, in each case, at their standard rates and charges. The Receivership Order further provides that 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 Court and may be heard on a summary basis.

Receivership Order at paras 21-22

28. The Receiver seeks approval for its own fees and those of its counsel as outlined in the Receiver's Reports and the Fee Affidavits.

First Receiver's Report at para 32

Affidavit #1 of Thomas Powell, made August 18, 2026 [**Powell Affidavit**]

Affidavit #1 of H. Lance Williams, made August 18, 2026 [**Williams Affidavit**]

29. Up to June 30, 2026, the Receiver billed approximately 146 hours in connection with the Receivership, representing total fees and disbursements incurred by the Receiver at its standard rates and charges during the relevant period, inclusive of taxes, of $127,063.18.

Powell Affidavit at paras 3-4

30. Up to June 30, 2026, the McCarthy billed approximately 28 hours in connection with the Receivership, representing total fees and disbursements incurred by the McCarthy, at its standard rates and charges during the relevant period, inclusive of taxes, of $23,099.67.

Williams Affidavit at paras 3-4

31. The Receiver has affirmed that the services performed by McCarthy were at the Receivers' request and necessary. The Receiver believes that the fees and rates charged by McCarthy in those invoices are consistent with those charged by other law firms for work of a similar nature and complexity in British Columbia.

Powell Affidavit at paras 10-11

32. The Bank has been provided an overview of the fees of the Receiver, Receiver's Counsel and the Estimated Completion Fees, and does not oppose the Court's approval.

First Receiver's Report at para 36

V. ACTIVITIES OF THE RECEIVER

33. The activities and conduct of the Receiver since the Appointment Date (the "**Receiver's Activities**") are set out and described in further detail in the First Receiver's Report.

First Receiver's Report at para 12

34. The Receiver's Activities included, among other things:

(a) corresponding with the principals and Chief Financial Officer (the "**CFO**") of the Company to advise them of the Receivership and obtain the Company's books and records and information with respect to the Property;

(b) attending the Property and meeting with the site superintendent of Tannin;

(c) reviewing and maintaining adequate insurance coverage over the Property and arranging to add the Receiver as an additional named insured to those policies;

(d) engaging McCarthy to act as independent legal counsel to the Receiver;

(e) corresponding with Tannin to collect outstanding payments;

(f) extending the agreement with Tannin on a month-to-month basis and collecting payments following each extension;

(g) providing periodic updates to NBC in its capacity as the senior secured lender to the Company;

(h) arranging for the issuance of two Receiver's Certificates to borrow an aggregate of $250,000, as authorized by the Receivership Order;

(i) coordinating with the CFO and the Canada Revenue Agency with respect to a pre-filing GST audit;

(j) corresponding with the Company and a third party lender with respect to the Company's refinancing efforts and holding various discussions with the third party lender;

(k) coordinating with the Township of Langley (the "**Township**") and its general contractor with respect to certain road-widening work along the frontage of the Property under-taken by the Township;

(l) instructing McCarthy to review certain statutory right of way (the "**SRW**") documents and liaising with the Township, BC Hydro, and NBC's counsel to execute such SRW documents to enable the Township's general contractor to undertake the road-widening work;

(m) notifying the insurer promptly after being notified of a car accident in front of the Property that resulted in a power outage on site, and liaising with BC Hydro and the Township's general contractor to restore power on site including the installation and energization of permanent power;

(n) commissioning a Phase I Environmental Site Assessment from PGL Environmental Consultant;

(o) commissioning an appraisal report from Avison Young Valuation & Advisory Services, LP;

(p) arranging for payment of pre-filing property tax arrears;

(q) conducting a request for proposals process to select a listing agent;

(r) engaging AY as listing agent to market the Property for sale, and responding to various offers and inquiries in respect of the marketing efforts;

(s) assisting with the due diligence by the Purchaser;

(t) attending to various statutory notices and other duties of the Receiver pursuant to the Receivership Order, the Bankruptcy and Insolvency Act, and other applicable statutes; and

(u) preparing the First Report.

First Receiver's Report at para 12

VI. DISCHARGE OF THE RECEIVER

35. The Receiver confirmed that all matters pertaining to the administration of the receivership have been substantially finalized, with the exception of the following:

(a) repaying the $250,000 borrowed from NBC and secured by the Receiver's Borrowing Charge, making final distributions of remaining funds, preparing the final bank reconciliations, and closing the Receiver's bank account;

(b) preparing and issuing the Receiver's final report pursuant to subsection 246(3) of the BIA; and

(c) any other matters incidental to the wind up of the administration of the receivership.

First Receiver's Report at para 37

36. Upon completion of these matters, the administration of the receivership will be complete.

PART 3: LEGAL BASIS

I. SALE TRANSACTION

a. <u>This Court has the Jurisdiction to Approve the Purchase Agreement</u>

37. Paragraph 2(k) of the Receivership Order granted the Receiver the power to, among other things:

> 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 the sale as the Receiver considers appropriate.

Receivership Order at para 2(k)

38. Both subsection 243(1) of the BIA and section 39 of the LEA provide the court with jurisdiction to grant a receiver the authority to take any action that the Court considers advisable and where the Court determines that it is just and convenient to do so.

BIA s. 243(1);
LEA s. 39

39. The factors considered by a court when determining whether to approve a sale in receivership proceedings include:

(a) whether the receiver has made a sufficient effort to get the best price and has not acted improvidently;

(b) the interests of all parties;

(c) the efficacy and integrity of the process by which offers are obtained; and

(d) whether there has been unfairness in the working out of the process.

Royal Bank v. Soundair Corp. 1991 CanLII 2727 (ONCA) [***Soundair***];
Kruger v. Wild Goose Vintners Inc., 2021 BCSC 1406 at para 26;
Farm Credit Canada v. Gidda, 2015 BCSC 2188, at paras 17-19;
Cox v. Seymour Village Management Inc., 2015 BCSC 275 at paras 13 -14

b. The Purchase Agreement Should be Approved

40. A commercially reasonable, efficacious, and fair marketing process of the Property was conducted by the Receiver.

41. Specifically, among other things, as described in further detail in the Receiver's Reports:

(a) the Marketing Process undertaken by AY produced a fair, transparent, and reasonable sales process which sufficiently solicited parties interested in the Property;

(b) the Receiver made sufficient efforts to market the Property over the months of March to July 2026;

(c) the Property was widely exposed to the market, as well as potentially interested parties known to the Receiver, for a sufficient length of time; and

(d) the Receiver received three expressions of interest and ultimately decided that the current offer was the highest and best purchase price offered for the Property.

First Receiver's Report at paras 17 and 20

42. The Receiver is of the opinion that the Purchase Agreement is reasonable and ought to be approved.

First Receiver's Report at para 20

43. For the reasons set out below (and as described in greater detail in the First Receiver's Report) the Receiver is of the view that the Purchase Agreement represents the highest

or otherwise best offer for the Property and that the Purchase Agreement meets the *Soundair* principles:

(a) The Marketing Process was Reasonable: The Marketing Process, which was implemented by AY, in consultation with the Receiver and the Bank, was a transparent, fair, and reasonable process.

(b) Receiver Approval: The Receiver approved and oversaw the implementation of the Marketing Process and ultimately selected the successful offer.

(c) Creditors have been Consulted: The Bank, who is the fulcrum creditor as it is experiencing a material shortfall, was consulted throughout the Marketing Process and supports the Receiver's acceptance of the Purchase Agreement.

(d) Benefit to Stakeholders: The transaction contemplated by the Purchase Agreement will maximize the value of the assets, for the benefit of the Company's creditors.

(e) The Transaction is the Best Available in the Circumstances: The Receiver is of the view that the purchase price is the best that could be achieved in the circumstances, taking into account the sale efforts, the assets being disposed of, and the other offers received.

44. In light of the above-noted considerations, the Receiver submits that the Purchase Agreement should be approved.

II. PROPOSED DISTRIBUTION

45. The Receiver requests the Court's approval to make the Proposed Distribution, which is to be distributed to NBC in partial satisfaction of the indebtedness owing to it by the Company.

46. The British Columbia Court of Appeal confirmed that the power to authorize a receiver to make a distribution to creditors is implicit in the BIA. This power is "incorporated in the order appointing the Receiver, which is expressly made pursuant to the BIA and the LEA."

Forjay Management Ltd. v. 625536 B.C. Ltd., 2019 BCCA 368 at para 31

47. The Receivership Order included a provision that funds collected by the Receiver would be "held by the Receiver to be paid in accordance with the terms of this Order or any further Orders of the Court." The Receivership Order further authorized the Receiver to apply to the Court for advise and directions in the discharge of its powers and duties.

Receivership Order at paras 12 and 36

48. NBC is the secured creditor holding a charge in first priority over the assets being realized, as confirmed by the security review conducted by McCarthy, as the Receiver's counsel. Given that the Receiver has confirmed NBC's priority position, and that interest accrues to NBC in priority to other creditors, it is appropriate to distribute the proceeds of the Purchase Agreement to NBC.

III. APPROVAL OF THE RECEIVER'S FEES AND THE RECEIVER'S COUNSEL'S FEES

49. The Receivership Order expressly provides that the accounts of the Receiver and the Receiver's counsel be referred to a judge of this Court and that the passage of those accounts be heard on a summary basis.

Receivership Order at para 21

50. Courts have provided direction as to the exercise a supervising court should undertake to approve receivers' fees and activities. This direction includes that it is not necessary to go through the supporting documentation for the fees, line by line, to determine what the appropriate fees are for a receivership. In addition, the supervising court's analysis should not involve second guessing the amount of time spent by a receiver unless it is clearly excessive or overreaching.

Bank of Nova Scotia v. Diemer, 2014 ONSC 365 at para 19

51. The guiding principle is that receiver's fees must be "fair and reasonable, moderate and not generous, but sufficient to induce competent people to act as receivers".

Vantreight v. Vantreight, 2007 BCSC 1345 at para 43

52. On application to approve a receiver's accounts and the accounts of its legal counsel:

(a) the accounts should be verified by affidavit;

(b) the accounts should contain sufficient evidence to permit a court to conclude that what was incurred for services rendered was at the standard rate of charges of the receiver and of the receiver's counsel; and

(c) the accounts should provide a sufficient description of the services rendered to permit a court to determine whether the liability for fees was properly made or incurred.

Redcorp Ventures Ltd. (Re), 2016 BCSC 188 at paras. 26 and 32

53. The Receiver's accounts and those of its counsel have been verified by the Fee Affidavits. The Fee Affidavits filed in support of this application, and the invoices appended thereto, contain sufficiently detailed descriptions to, without waiving privilege, provide the Court with sufficient evidence to conclude that the fees incurred were at standard rates for the Receiver and McCarthy. Further, the Fee Affidavits and the invoices provide sufficient evidence for the Court to assess the Receiver's Fees and Receiver's Counsel's Fees in relation to the factors for consideration identified in applicable case law, as set out in more detail below.

Powell Affidavit at para 3 and Exhibits A-F;
Williams Affidavit at para 3 and Exhibits A-I

54. Courts may consider the following non-exhaustive factors in determining whether a receiver's compensation is fair and reasonable:

(a) the nature, extent, and value of the assets;

(b) complications and difficulties encountered by the receiver;

(c) degree of assistance provided by the debtor company;

(d) time spent by the receiver;

(e) a receiver's knowledge, experience and skill;

(f) diligence and thoroughness;

(g) responsibilities assumed;

(h) results; and

(i) cost of comparable services.

0409725 B.C. Ltd. (Bankruptcy of), 2019 BCSC 451 at para 21 citing *Bank of Montreal v. Nican Trading Co.*, 1990 CanLII 454, [1990] B.C.J. No. 340 (BCCA) at pp 9-10;

HSBC Bank Canada v. Maple Leaf Loading Ltd., 2014 BCSC 2245 [***Maple Leaf Loading***] at para 12

55. Similar factors are considered with respect to the accounts of legal counsel to a receiver, including:

(a) the time expended;

(b) the complexity of the receivership;

(c) the degree of responsibility assumed by the lawyers;

(d) the amount of money involved, including reference to the debt, amount of proceeds after realization, payments to the creditors;

(e) the degree and skill of the lawyers involved;

(f) the results achieved; and

(g) the client's expectations as to the fee.

Maple Leaf Loading at para 12

56. The Receiver submits that the Receiver's Fees, and the Receiver's Counsel's Fees are reasonable and appropriate given the activities carried out by such persons in these Receivership Proceedings.

Powell Affidavit at paras 9-10 and 12

57. The Receiver submits its fees are fair and reasonable, because:

(a) the fees were properly and necessarily incurred, and are fair and reasonable in the circumstances;

(b) the work completed by the Receiver was appropriately delegated to professionals with the appropriate seniority and hourly rates;

(c) the Receiver's fees in this matter are consistent with fees charged by other firms of a similar size for work of a similar nature and complexity in British Columbia;

(d) all of the Receiver's invoices have been provided to the Debtors herein on a monthly basis, as the parties with the primary economic interest; and

(e) the Receiver's services were performed in a prudent and economical manner.

Powell Affidavit at para 8

58. The Receiver submits that the Receiver's Counsel's Fees are fair and reasonable, because:

(a) the Receiver's Counsel has assisted the Receiver with all activities, including reviewing agreements associated with the transaction;

(b) the Receiver's Counsel has assumed significant responsibility throughout these proceedings and has worked closely with the Receiver throughout;

(c) the Receiver's Counsel has staffed its legal team with experienced insolvency lawyers and properly delegated legal tasks to members of the legal team that had the skills to complete each activity in a cost-effective manner;

(d) in working with the Receiver, the Receiver's Counsel has helped the Receiver progress towards a transaction that would see creditors paid; and

(e) the Receiver's Counsel has been transparent regarding its fees and the Receiver believes that the Receiver's Counsel's Fees are reasonable in the circumstances.

Powell Affidavit at para 11

59. The Bank, as the fulcrum creditor and out of whose recovery the fees come, does not oppose the approval of the Receiver's Fees, the Receiver's Counsel's Fees, or the Estimated Completion Fees.

First Receiver's Report at para 36

IV. APPROVAL OF THE RECEIVER'S ACTIVITIES AND CONDUCT

60. This Court has inherent jurisdiction to review the activities of a court-appointed receiver and, if satisfied that the receiver has acted reasonably, prudently, and not arbitrarily, to approve the activities set out in the applicable receiver's report(s). This assessment is made on an objective basis.

Leslie & Irene Dube Foundation Inc. v. P218 Enterprises Ltd., 2014 BCSC 1855 at para 54

Lang Michener v. American Bullion Minerals Ltd., 2005 BCSC 684 at para 21

61. The Receiver's Activities are detailed in the First Receiver's Report, pursuant to which the Receiver has reported to this Court and all other interested parties and stakeholders throughout these Receivership Proceedings. The Receiver acted reasonably to preserve and maximize the value of the Property, to the benefit of all stakeholders. All of the Receiver's activities to date were necessary or appropriate and were conducted in accordance with its powers under the Receivership Order.

Powell Affidavit at paras 8-9

62. The Receiver submits that its activities, as described in the First Receiver's Report, have been carried out in a reasonable, prudent, and not arbitrary manner, and accordingly, the Receiver seeks approval of same.

Powell Affidavit at para 8

V. RECEIVER'S DISCHARGE

63. Upon completion of its mandate, including the sale of all realizable assets, a court-appointed receiver will typically seek a discharge order from the court.

Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc., 2009 CanLII 55113 (ON SC) at paras. 8-9

64. The Receiver submits that upon filing a certificate certifying that it has completed the remaining outstanding activities described in the First Receiver's Report, the administration of the receivership will be substantially complete as the Company will have no remaining assets. It is reasonable, appropriate, prudent, and economical to address the discharge of the Receiver at the same hearing, to minimize the costs borne

by the Debtor with respect to professional fees. The Receiver will have fulfilled its mandate as set out in the Receivership Order. Accordingly, the Receiver seeks a discharge order from this Court.

First Receiver's Report at para 38

PART 4: MATERIAL TO BE RELIED ON

1. First Report of the Receiver, dated August 18, 2026;
2. Affidavit #1 of Thomas Powell, made August 18, 2026;
3. Affidavit #1 of H. Lance Williams, made August 18, 2026;
4. Affidavit #1 of Julio Lugo, made August 27, 2025;
5. Receivership Order of Justice Fitzpatrick, made January 8, 2026; and
6. Such further and other materials as counsel may advise and this Court may permit.

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 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).

DATE: August 18, 2026

Signature of Lawyer for the Applicant
McCarthy Tétrault LLP
(H. Lance Williams and Ashley Bowron)

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
- ☒ none of the above

SCHEDULE "A"

No. S-256472
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

CARVOLTH 86TH AVENUE LANDS LTD., MASKEEN (CARVOLTH) GP INC. AND MASKEEN (CARVOLTH) LIMITED PARTNERSHIP

RESPONDENTS

SERVICE LIST

[As at January 9, 2026]

Blake, Cassels & Graydon LLP 1133 Melville Street Suite 3500, The Stack Vancouver, BC V6E 4E5 **Attention: Peter Rubin** Email: peter.rubin@blakes.com *Counsel for the Petitioner*	McQuarrie Hunter LLP Suite 1500, 13450 – 102 Avenue Surrey, BC V3T 5X3 **Attention: Dan A.T. Moseley** **Sharon Martin** Email: dmoseley@mcquarrie.com smartin@mcquarrie.com *Counsel for the Respondents*
FTI Consulting Canada Inc. Suite 1450, P.O. Box 10089 701 West Georgia Street Vancouver, BC V7Y 1B6 **Attention: Tom Powell** **Mike Clark** Email: tom.powell@fticonsulting.com mike.clark@fticonsulting.com *Receiver*	McCarthy Tétrault LLP Suite 2400 – 745 Thurlow Street Vancouver, BC V6E 0C5 **Attention: Lance Williams** **Ashley Bowron** Email: lwilliams@mccarthy.ca abowron@mccarthy.ca sdanielisz@mccarthy.ca *Counsel for the Receiver*

Baker Newby LLP 200 – 2955 Gladwin Road Abbotsford, BC V2T 5T4 **Attention: Adnan N. Habib** Email: ahabib@bakernewby.com *Counsel for Cedar Ridge Investments Ltd.*	

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SCHEDULE "B"

No. S-256472
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

CARVOLTH 86TH AVENUE LANDS LTD., MASKEEN (CARVOLTH) GP INC. AND MASKEEN (CARVOLTH) LIMITED PARTNERSHIP

RESPONDENTS

ORDER MADE AFTER APPLICATION
(APPROVAL AND VESTING ORDER)

BEFORE THE HONOURABLE	))	TUESDAY, THE 25TH DAY
MADAM JUSTICE FITZPATRICK	))	OF AUGUST, 2026

ON THE APPLICATION of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as Court-appointed Receiver and Manager (the "**Receiver**") of the assets, undertakings and properties of Carvolth 8th Avenue Lands Ltd., Maskeen (Carvolth) GP Inc., and Maskeen (Carvolth) Limited Partnership (the "**Debtors**"), coming on for hearing at Vancouver, British Columbia, on the 25th day of August, 2026; AND ON HEARING Ashley Bowron, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the First Report of the Receiver, dated August 18, 2026 (the "**First Receiver's Report**");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "**Transaction**") contemplated by the contract of purchase and sale dated July 16, 2026 (the "**Sale Agreement**") between the Receiver and 1489190 BC Ltd. (the "**Purchaser**"), a copy of which is attached as Appendix "A" to the First Receiver's Report is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized

and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "**Purchased Assets**").

2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "C"** hereto shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated January 8, 2026; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule "D"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "E"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from McCarthy Tétrault LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:

   (a) enter the Purchaser as the owner of the Lands, as identified in **Schedule "B"** hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

(b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in **Schedule "E"**.

4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

5. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.

6. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on **Schedule "E"**.

7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

8. Notwithstanding:

(a) these proceedings;

(b) any applications for a bankruptcy order in respect of the Debtors now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of the Debtors, the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

10. Endorsement of this Order by counsel appearing on this application, other than counsel for the Receiver, is hereby dispensed with.

THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, 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 courts, tribunals, regulatory and administrative bodies are hereby 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.

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:

____
Lawyer for FTI Consulting Canada Inc.
McCarthy Tétrault LLP
(H. Lance Williams and Ashley Bowron)

BY THE COURT

REGISTRAR

SCHEDULE "A"

LIST OF COUNSEL

Name of Counsel	Party Represented

SCHEDULE "B"

No. S-256472
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

CARVOLTH 86TH AVENUE LANDS LTD., MASKEEN (CARVOLTH) GP INC. AND MASKEEN (CARVOLTH) LIMITED PARTNERSHIP

RESPONDENTS

RECEIVER'S CERTIFICATE

1. Pursuant to an Order of Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**") dated January 8, 2026, FTI Consulting Canada Inc. was appointed as the receiver and manager (the "**Receiver**") of the property, assets and undertakings of Carvolth 8th Avenue Lands Ltd., Maskeen (Carvolth) GP Inc., and Maskeen (Carvolth) Limited Partnership.

2. Pursuant to the Approval and Vesting and Order of the Court dated August 25, 2026, the Court, among other things, approved the contract of purchase and sale dated July 16, 2026 between the Receiver and 1489190 BC Ltd. (the "**Purchaser**"), and the transaction contemplated thereby, and providing for the occurrence of certain events in the specified sequence upon delivery by the Receiver to the Purchaser of a certificate confirming (i) payment by the Purchaser of the Purchase Price; (ii) that the conditions to completion as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

3. Unless otherwise indicated herein, the capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER HEREBY CONFIRMS AND CERTIFIES THE FOLLOWING:

4. The Purchaser have paid and the Receiver has received the Purchase Price payable on the Completion Date pursuant to the Sale Agreement;

5. The conditions to closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and

6. The Transaction has been completed, to the satisfaction of the Receiver.

DATE THIS _____ DAY OF ________________, 2026

FTI Consulting Canada Inc., in its capacity as the court-appointed receiver and manager of the assets, properties, and undertakings of Carvolth 8th Avenue Lands Ltd., Maskeen (Carvolth) GP Inc., and Maskeen (Carvolth) Limited Partnership, and not in its personal capacity.

Per: ______________________________

Name:
Title:

SCHEDULE “C”

PURCHASED ASSETS

1. Those lands in the Province of British Columbia legally described as:

   Parcel Identifier 002-331-471
   Lot 56 Except: the easterly portion; section 26 township 8 NWD Plan 62363

SCHEDULE "D"

ENCUMBRANCES TO BE DISCHARGED AGAINST PURCHASED ASSETS

Land Title Office

1. Mortgage in favour of National Bank of Canada registered on September 29, 2022, under instrument number CB251146

2. Assignment of Rents in favour of National Bank of Canada registered on September 29, 2022, under instrument number CB251147

3. Mortgage in favour of Cedar Ridge Investments Ltd. registered on September 29, 2022, under instrument number CB251998

4. Assignment of Rents in favour of Cedar Ridge Investments Ltd. registered on September 29, 2022, under instrument number CB251999

Personal Property Registry of British Columbia

5. Base Registration Number 987426N in favour of National Bank of Canada

6. Base Registration Number113529P in favour of Cedar Ridge Investments Ltd.

SCHEDULE "E"

PERMITTED ENCUMBRANCES, EASEMENTS AND RESTRICTIVE COVENANTS RELATED TO REAL PROPERTY

1. Legal Notations

Easement CB252754 over Lots 1 and 2 Plan EPP102074.

2. Charges, Liens, and Interest

Nature of Charge	Holder of Charge	Registration No.
Easement	N/A	CA8568544

3. Proposed Charges

a. Statutory Right of Way over the portion of the Property shown on Plan EPP149894 in favour of the Corporation of the Township of Langley with respect to the construction, maintenance and operation of certain road work, telecommunication infrastructure and public utility services.

b. Statutory Right of Way over the portion of the Property shown on Plan EPP 149894 in favour of British Columbia Hydro and Power Authority with respect to the construction, maintenance and operation of certain electrical distribution and communication works.

SCHEDULE "C"

No. S-256472
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

CARVOLTH 86TH AVENUE LANDS LTD., MASKEEN (CARVOLTH) GP INC. AND MASKEEN (CARVOLTH) LIMITED PARTNERSHIP

RESPONDENTS

ORDER MADE AFTER APPLICATION (FEES, DISTRIBUTION, AND DISCHARGE ORDER)

BEFORE THE HONOURABLE	))	TUESDAY, THE 25TH DAY
MADAM JUSTICE FITZPATRICK	))	OF AUGUST, 2026

ON THE APPLICATION of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as the court-appointed receiver and receiver-manager (the "**Receiver**") of the assets, undertakings and properties (the "**Property**") of Carvolth 8th Avenue Lands Ltd., Maskeen (Carvolth) GP Inc., and Maskeen (Carvolth) Limited Partnership (the "**Debtors**"), coming on for hearing at Vancouver, British Columbia, on the 25th day of August, 2026; AND ON HEARING Ashley Bowron , counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the First Receiver's Report, dated August 18, 2026 (the "**First Receiver's Report** ") and the affidavit of H. Lance Williams, sworn on August 18, 2026 and the affidavit of Tom Powell, sworn on August 18, 2026 (collectively, the "**Fee Affidavits**");

THIS COURT ORDERS AND DECLARES THAT:

APPROVAL OF ACTIVITIES AND FEES

1. The activities of the Receiver, as set out in the First Receiver's Report, are hereby approved.

2. The fees and disbursements of the Receiver and its counsel, as set out in the Fee Affidavits and First Receiver's Report, including the estimate of fees to conclude matters, be and are hereby approved, without the necessity of a formal passing of accounts in respect of any such fees incurred or charged after the date of this Order.

3. After payment of the fees and disbursements of the Receiver as herein approved, the Receiver shall pay all funds remaining in its hands to National Bank of Canada.

DISTRIBUTION

4. The Receiver is hereby authorized to distribute the net proceeds of sale received by the Receiver from the Transaction (as defined in the Approval and Vesting Order pronounced by the Honourable Justice Fitzpatrick on August 25, 2026 (the "**Approval and Vesting Order**")) to the National Bank of Canada in accordance with the distribution allocation as described in the First Receiver's Report (the "**Distribution**").

5. The Receiver is authorized to take all necessary steps and actions to effect the Distribution in accordance with the provisions of this Order, and shall not incur any liability as result of making the Distribution.

6. Notwithstanding:

   (a) the pendency of these CCAA proceedings;

   (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**") or other applicable legislation in respect of the Petitioner and any bankruptcy or receivership order issued pursuant to any such applications;

   (c) any assignment in bankruptcy made in respect of the Petitioner; and

   (d) and any provisions of any federal or provincial legislation,

   the Distribution shall be made free and clear of all encumbrances and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Petitioner and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. The Receiver shall be entitled to deduct and withhold from any Distribution such amounts as may be required to be deducted or withheld with respect to such Distribution under any applicable tax legislation and to remit such amounts to the appropriate governmental authority or other person entitled thereto. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order to such person as the remainder of the Distribution in respect of which such withholding or deduction was made.

8. Any payments, distributions and disbursements made under this Order shall not constitute a "distribution" by any person and the Receiver shall not constitute a "legal representative" or "representative" for the purposes of section 159 of the *Income Tax Act (Canada)*, section 270 of the *Excise Tax Act (Canada)*, section 23 of the *Canada Pension Plan Act (Canada)*, section 86 of the *Employment Insurance Act (Canada)*, and section 97.39 of the *Customs Act (Canada)*, or any other similar federal, provincial or territorial tax legislation (collectively, the "**Tax Statutes**"), and the Receiver, in making any such distributions, disbursements or payments, as applicable, is merely a disbursing agent under this Order, and is not exercising any discretion in making such distributions, disbursements, or payments under this Order and no person is "distributing", nor shall be considered to "distribute" nor have "distributed", such funds for the purpose of the Tax Statutes. Further, the Receiver shall not incur any liability under the Tax Statutes in respect of its making any payments, distributions or disbursements ordered or permitted under this Order, and are hereby forever released and discharged from any claims against it, him or her under or pursuant to the Tax Statutes or otherwise at law, arising in respect of any such payments, distributions or disbursements made under this Order and any claims of this nature are hereby forever barred.

DISCHARGE AND RELEASE OF RECEIVER

9. Effective immediately upon the Receiver filing with this Court a certificate substantially in the form attached as **Schedule** "**B**" hereto (the "**Receiver's Discharge Certificate**"), confirming that (i) the Transaction (as defined in the Approval and Vesting Order) has been completed to the satisfaction of the Receiver, and (ii) all outstanding amounts secured by the Receiver's Charge (as defined in the Order of the Honourable Justice Fitzpatrick made January 9, 2026 (the "**Receivership Order**")) have been satisfied:

(a) FTI, in its capacity as Receiver, is hereby discharged as receiver and receiver-manager of the Property;

(b) notwithstanding the discharge of the Receiver, the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Receiver; and

(c) FTI shall be released and discharged from any and all liability that FTI now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of FTI while acting in its capacity as Receiver herein, and without limiting the generality of the foregoing, FTI shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within proceedings.

10. Notwithstanding any provision herein, this Order shall not affect any person to whom notice of these proceedings was not delivered as required by the *Bankruptcy and Insolvency Act* and regulations thereto, any other applicable enactment or any other Order of this Court.

11. Endorsement of this Order by counsel appearing on this application, other than counsel for the Receiver, is hereby 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:

____

Lawyer for FTI Consulting Canada Inc.
McCarthy Tétrault LLP
(H. Lance Williams and Ashley Bowron)

BY THE COURT

____

REGISTRAR

SCHEDULE "A"

LIST OF COUNSEL

Name of Counsel	Party Represented

SCHEDULE "B"

No. S-256472
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

CARVOLTH 86TH AVENUE LANDS LTD., MASKEEN (CARVOLTH) GP INC. AND MASKEEN (CARVOLTH) LIMITED PARTNERSHIP

RESPONDENTS

RECEIVER'S DISCHARGE CERTIFICATE

A. All capitalized terms used in this Receiver's Certificate and not otherwise defined shall have the meaning ascribed to them in the Order Made After Application (Fees, Distribution, and Discharge) pronounced by the Honourable Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**"), in the within proceedings, on August 25, 2026 (the "**Fees, Distribution, and Discharge Order**").

B. Pursuant to the Fees, Distribution, and Discharge Order, the Court provided for the discharge of the Receiver, upon the filing of this certificate by the Receiver, confirming that: (i) the Transaction (as defined in the Approval and Vesting Order) has been completed, to the satisfaction of the Receiver; and (ii) all outstanding amounts secured by the Receiver's Charge (as defined in the Receivership Order) have been satisfied.

THE RECEIVER HEREBY CONFIRMS AND CERTIFIES THE FOLLOWING:

1. The Transaction has been completed, to the satisfaction of the Receiver.

2. All outstanding amounts secured by the Receiver's Charge have been satisfied.

DATE THIS _____ DAY OF _________________, 2026

FTI CONSULTING CANADA INC., in its capacity as the court-appointed receiver and manager of the assets, properties, and undertakings of Carvolth 8th Avenue Lands Ltd., Maskeen (Carvolth) GP Inc., and Maskeen (Carvolth) Limited Partnership, and not in its personal capacity.

Per: ________________________________

Name:
Title: