SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
AUG 12 2026
ENTERED

No. S-261350
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

1030931 B.C. LTD., MANNEY TRANSPORT LTD., NCG NATIONAL CONTAINER GROUP INC., 1312230 B.C. LTD. dba LIQUOR 56, 1385161 B.C. LTD. AND 1149075 B.C. LTD. dba BURNABY LIQUOR MART

RESPONDENTS

ORDER MADE AFTER APPLICATION
(APPROVAL AND VESTING)

BEFORE	THE HONOURABLE MADAM JUSTICE FITZPATRICK	August 12, 2026

THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver and Manager (the "**Receiver**") of all of the assets, undertakings and properties of 1030931 B.C. Ltd. ("**103**"), Manney Transport Ltd. ("**MTL**"), NCG National Container Group Inc. ("**NCG**", and collectively with 103 and MTL, the "**Debtors**"), coming on for hearing at Vancouver, British Columbia, on the 12th day of August, 2026; AND ON HEARING Peter Rubin and Encina Roh, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Third Report of the Receiver dated August 6, 2026 (the "**Report**"),

THIS COURT ORDERS AND DECLARES THAT:

CAPITALIZED TERMS

1. Capitalized terms not defined in this Order shall have the meaning given to them in the Agreement of Purchase and Sale dated August 6, 2026, including the schedules thereto (collectively, the "**Sale Agreement**") between the Receiver, in its capacity as Court-

appointed Receiver of MTL and NCG, and not in its personal or corporate capacity, and Ritchie Bros. Auctioneers (Canada) Ltd. (the "**Purchaser**").

2. All references to the Purchaser herein shall include all assignees of the Purchaser if and as permitted pursuant to the terms of the Sale Agreement.

APPROVAL AND VESTING

3. The Sale Agreement, a copy of which is attached as **Appendix "A"** to the Report, and the transaction contemplated thereby (the "**Transaction**") are hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, including any minor amendments to the Sale Agreement as may be agreed to by the Receiver and the Purchaser, 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 and listed in **Schedule "B"** hereto (collectively, the "**Purchased Assets**").

4. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "C"** hereto (the "**Receiver's Certificate**"), all of MTL and NCG's right, title and interest in and to the Purchased Assets described in the Sale Agreement 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 March 10, 2026 (the "**Receivership Order**"); and (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 (all of which are collectively referred to as the "**Encumbrances**") 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.

5. Upon delivery of the Receiver's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets. Without limiting the foregoing, the British Columbia Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the British Columbia Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Debtors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

6. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall be payable to the Receiver

and 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.

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

8. Pursuant to section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or section 18(1)(o) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all personal information in the Debtors' records pertaining to the Purchased Assets. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

9. 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.

10. 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.

11. The Receiver and the Purchaser have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order and Transaction.

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

Signature of Peter Rubin
Lawyer for Alvarez & Marsal Canada Inc.

BY THE COURT

REGISTRAR

CHECKED

Schedule A

Counsel List

Counsel	Party Represented
Lily Y. Zhang	National Bank of Canada
Cody Reedman and Faye Griffiths	1030931 B.C. Ltd., Manney Transport Ltd., NCG National Container Group Inc.

Schedule B

Purchased Assets

Description	Serial #
2023 CIMC EX53M3OTC00 40 ft Tri/A Extendable Container Trailer	LJRC54374PT001703
2023 CIMC EX53M3OTC00 40 ft Tri/A Container Trailer	LJRC54376PT001704
2023 CIMC EX53M3OTC00 40 ft Tri/A Container Trailer	LJRC54371PT001707
2023 CIMC EX53M3OTC00 40 ft Tri/A Container Trailer	LJRC54376PT001699
2016 Volvo VNL 6x4 T/A Sleeper Truck Tractor	4V4NC9EH5GN928758
2023 GMC Sierra 1500 Denali 4x4 Crew Cab Pickup	3GTUUGEL3PG203875
2018 Volvo VNL730 6x4 T/A Sleeper Truck Tractor	4V4NC9EHXJN951217
2019 Volvo VNL760 6x4 T/A Sleeper Truck Tractor	4V4NC9TJ1KN899726
2019 Volvo VNL860 6x4 T/A Sleeper Truck Tractor	4V4NC9EH9KN901149
2019 Mack Anthem 6x4 T/A Sleeper Truck Tractor	1M1AN4GY4KM009904
2018 Volvo VNL780 6x4 T/A Sleeper Truck Tractor	4V4NC9EH1JN998796
2019 Volvo VNL740 6x4 T/A Sleeper Truck Tractor	4V4NC9EJ3KN907113
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41378PT001818
2023 CIMC Tri/A Extendable Container Trailer	LJRC46370PT001499
2023 CIMC Tri/A Extendable Container Trailer	LJRC46379PT001503
2023 CIMC Tri/A Extendable Container Trailer	LJRC46370PT001504
2023 CIMC Tri/A Extendable Container Trailer	LJRC46374PT001506
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41376PT001820
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41378PT001821
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413S66T313606
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413S26T313604
2023 CIMC Tri/A Extendable Container Trailer	LJRC46379PT001517
2023 CIMC 40 ft Tri/A Container Trailer	LJRC4137XPT001822
2013 Lode King 53 ft Tri/A Step Deck Trailer	2LDSD5330DE055051
2023 CIMC 40 ft Tri/A Container Trailer	LJRC4137XPT001819
2023 CIMC Tri/A Extendable Container Trailer	LJRC46378PT001511
2023 CIMC Tri/A Extendable Container Trailer	LJRC46379PT001498
2023 CIMC Tri/A Container Trailer	LJRC46373PT001500
2023 CIMC Tri/A Extendable Container Trailer	LJRC46375PT001501
2023 CIMC CB45M3OTC00 Tri/A Extendable Container Trailer	LJRC46372PT001505
2023 CIMC Tri/A Extendable Container Trailer	LJRC46376PT001507
2023 CIMC Tri/A Extendable Container Trailer	LJRC46378PT001508
2023 CIMC CB45M3OTC00 Tri/A Extendable Container Trailer	LJRC46376PT001510
2023 CIMC Tri/A Extendable Container Trailer	LJRC4637XPT001512
2023 CIMC Tri/A Extendable Container Trailer	LJRC46373PT001514
2023 CIMC Tri/A Extendable Container Trailer	LJRC46375PT001515
2023 CIMC 53 ft Tri/A Extendable Container Trailer	LJRC5437XPT001706
2023 CIMC 53 ft Tri/A Extendable Container Trailer	LJRC54371PT001710

2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54373PT001711
2023 CIMC Tri/A Extendable Container Trailer	LJRC54377PT001713
2023 CIMC 53 ft Tri/A Extendable Container Trailer	LJRC54379PT001714
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41373PT001824
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41375PT001825
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413S86T313705
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413S66T313699
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413SX6T313706
2002 Hyundai 40 ft Tri/A Container Trailer	3H3C413S12T052203
2015 Lode King 32 ft Super B-Train Lead Flatbed Trailer	2LDPF3231FJ060405
2015 Lode King 28 ft Super B-Train Pup Flatbed Trailer	2LDPF2822FJ060406
2023 CIMC 53 ft Tri/A Container Trailer	LJRC54370PT001715
2023 CIMC Tri/A Extendable Container Trailer	LJRC46377PT001502
2023 CIMC Tri/A Extendable Container Trailer	LJRC46377PT001516
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41371PT001823
2017 Lode King 53 ft Tri/A Flatbed Trailer	2LDPF5331HR063562
2003 Lode King Tri/A Extendable Container Trailer	2LDCC53353E038428
2011 Volvo VNL 6x4 T/A Day Cab Truck Tractor	4V4NC9EH3BN528447
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413S96T313583
2003 Lode King Tri/A Extendable Container Trailer	2LDCC53313E038832
2003 Lode King 53 ft Tri/A Extendable Container Trailer	2LDCC53333E038430
2023 CIMC 40 ft Tri/A Extendable Container Trailer	LJRC54379PT001700
2023 53 ft Tri/A Extendable Container Trailer	LJRC54377PT001694
2023 CIMC 53 ft Tri/A Extendable Container Trailer	LJRC54375PT001709
2023 CIMC 53 ft Tri/A Extendable Container Trailer	LJRC54371PT001691
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG2NN305896
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG6NN305898
2016 Volvo VNL 6x4 T/A Sleeper Truck Tractor	4V4NC9EH1GN935819
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG9NN305894
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54373PT001708
2017 Freightliner Cascadia 6x4 T/A Sleeper Truck Tractor	3AKJGLDR9HDHG7415
2019 Volvo VNL760 6x4 T/A Sleeper Truck Tractor	4V4NC9EJ5KN907114
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC5437XPT001690
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54372PT001702
2019 Volvo VNL760 6x4 T/A Sleeper Truck Tractor	4V4NC9EJ7KN907115
2016 Volvo VNL 6x4 T/A Sleeper Truck Tractor	4V4NC9EJ9GN967033
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54372PT001697
2002 Hyundai CGN40-500S 40 ft Container Trailer	3H3C413S82T052232
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54378PT001686
2006 Hyundai CGN403-509 40 ft Tri/A Container Trailer	3H3C413S06T313696
2006 Hyundai CGN403-509 40 ft Tri/A Container Trailer	3H3C413S66T313668
2006 Hyundai CGN403-509 40 ft Tri/A Container Trailer	3H3C413S16T313674
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC5437XPT001687
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54373PT001692
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG3NN295167

2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54375PT001712
2006 Hyundai CGN403-509 40 ft Tri/A Container Trailer	3H3C413S86T313672
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54373PT001689
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54370PT001701
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54374PT001698
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG4NN305897
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG0NN305895
2019 Volvo VNL 6x4 T/A Sleeper Truck Tractor	4V4NC9EJ1KN907112
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG7NN305893
2017 Freightliner Cascadia 125 6x4 T/A Sleeper Truck Tractor	3AKJGLDR5HDHG7413
2017 Freightliner Cascadia 125 6x4 T/A Sleeper Truck Tractor	1FUJGLDR4HLHK7674
2023 CIMC Tri/A Extendable Container Trailer	LJRC4637XPT001509
2023 CIMC Tri/A Extendable Container Trailer	LJRC46371PT001513
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54375PT001693
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54379PT001695
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54378PT001705
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54370PT001696
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54371PT001688
2006 Hyundai CGN403-509 40 ft Tri/A Container Trailer	3H3C413SX6T313673
2011 Volvo VNL 6x4 T/A Sleeper Truck Tractor	4V4NC9TG8BN299371
Qty of 17 Assorted Intermodal Shipping Containers	

Schedule C

No. S-261350
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1030931 B.C. LTD., MANNEY TRANSPORT LTD., NCG NATIONAL CONTAINER GROUP INC., 1312230 B.C. LTD. dba LIQUOR 56, 1385161 B.C. LTD. AND 1149075 B.C. LTD. dba BURNABY LIQUOR MART

RESPONDENTS

RECEIVER'S CERTIFICATE

A. Pursuant to an Order of Madam Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**") dated March 10, 2026 (the "**Receivership Order**"), Alvarez & Marsal Canada Inc. was appointed as the receiver and manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of 1030931 B.C. Ltd.

B. The Receivership Order deferred the Receiver's powers over Manney Transport Ltd. ("**MTL**") and NCG National Container Group Inc. ("**NCG**") to April 10, 2026, when at that time, the Receiver exercised its powers and took possession of all assets, undertakings and property of MTL and NCG pursuant to the Receivership Order.

C. Pursuant to an Order of the Court dated August 12, 2026 (the "**Approval and Vesting Order**"), the Court, among other things, approved the Agreement of Purchase and Sale entered into as of August 6, 2026, between the Receiver and Ritchie Bros. Auctioneers (Canada) Ltd. (the "**Purchaser**"), a copy of which is attached as **Appendix "A"** to the Third Report of the Receiver dated August 6, 2026, 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 as set out in the Sale Agreement; (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.

D. Unless otherwise indicated herein, the capitalized terms have the meanings set out in the Approval and Vesting Order.

THE RECEIVER HEREBY CERTIFIES the following:

1. the Purchaser has paid and the Receiver has received the Purchase Price payable on the Closing Date pursuant to the Sale Agreement;

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

3. the Transaction has been completed to the satisfaction of the Receiver; and

4. this Certificate was delivered by the Receiver at _____on _____, 2026.

ALVAREZ & MARSAL CANADA INC., in its capacity as the Court-appointed Receiver and Manager of 1030931 B.C. Ltd., Manney Transport Ltd., and NCG National Container Group Inc., and not in its personal or corporate capacity.

Per:_____

Name:

Title:

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RESPONDENTS

ORDER MADE AFTER APPLICATION

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