VANCOUVER
AUG 19 2026
REGISTRY

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

NOTICE OF APPLICATION

Name of applicant: Alvarez & Marsal Canada Inc. (**A&M**), in its capacity as Court-appointed Receiver and Manager (the "**Receiver**"), without security, of all of the assets, undertakings and property of 1030931 B.C. Ltd. ("**103**"), Manney Transport Ltd. ("**MTL**"), NCG National Container Group Inc. ("**NCG**", and collectively with 103 and MTL, the "**Debtors**")

To: The Service List

TAKE NOTICE that an application will be made by the Receiver to the Court at the courthouse at 800 Smithe Street, Vancouver, British Columbia on August 25, 2026, at 10 a.m., for the orders set out in Part 1 below.

The Receiver estimates that the application will take 1 hour.

This matter is not within the jurisdiction of an associate judge. Justice Fitzpatrick is seized of this matter.

Part 1: ORDERS SOUGHT

1. The Receiver seeks the following orders:

   (a) an Approval and Vesting Order (the "**96 Avenue AVO**"), substantially in the form attached as **Schedule "A"** hereto approving the Contract of Purchase and Sale entered into as of July 29, 2026, the schedules thereto (collectively, the "**96 Avenue Sale Agreement**") between the Receiver, in its capacity as Court-appointed Receiver of 103, and not in its personal or corporate capacity, and 1591993 B.C. Ltd. (the "**96 Avenue Purchaser**"), and

the transaction contemplated therein (the "**96 Avenue Transaction**"), and granting such other relief as is necessary to give effect to the 96 Avenue Transaction;

(b) an "**Amending Order**", substantially in the form attached as **Schedule "B"** hereto, amending Schedule B to the Approval and Vesting Order granted by this Court on August 12, 2026 (the "**Equipment AVO**") to allow for the inclusion of a 1996 Kenworth 6x4 T/A Day Cab Truck Tractor (serial number: S941252) (the "**Truck Tractor**"); and

(c) a "**Second Interim Distribution Order**", substantially in the form attached as **Schedule "C"** hereto, authorizing the Receiver to make additional interim distributions to each of National Bank of Canada ("**NBC**") and Business Development Bank of Canada ("**BDC**", and together with NBC, the "**Senior Secured Creditors**") with respect to the 96 Avenue Transaction.

2. The Receiver may also seek such other orders as counsel for the Receiver may advise and this Court may deem appropriate in the circumstances.

3. Capitalized terms not otherwise defined in this Notice of Application shall have the meaning given to them in the Receivership Order or the 96 Avenue Sale Agreement, as applicable.

Part 2: FACTUAL BASIS

Background

4. On March 10, 2026, on the application of NBC, a senior secured creditor of the Debtors in these receivership proceedings, this Court granted an order (the "**Receivership Order**"), among other things, appointing A&M as Receiver of all of the assets, undertakings and property of 103, including the real property with civic addresses of 17914 96 Avenue, Surrey, British Columbia (the "**96 Avenue Property**") and 10198 Grace Road, Surrey, British Columbia (the "**Grace Road Property**").

5. The Receiver was appointed pursuant to Section 243(1) 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.

6. The Receivership Order deferred the Receiver's powers over MTL and 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.

7. MTL and NCG provide intermodal and multimodal transportation services across Canada, operating out of the Grace Road Property and utilizing the 96 Avenue Property and other third-party sites across the country for the storage of trucks, trailers and related equipment.

8. On June 4, 2026, this Court approved a transaction for the sale of the Grace Road Property (the "**Grace Road Transaction**"). The Receiver closed the Grace Road Transaction on July 24, 2026.

9. On August 12, 2026, this Court granted the Equipment AVO approving a transaction for the sale of the equipment assets of MTL and NCG (the "**Equipment Transaction**") to Ritchie

Bros. Auctioneers (Canada) Ltd. (the "**Equipment Purchaser**"). That same day, this Court approved an order (the "**First Interim Distribution Order**") which authorized the Receiver to make an interim distribution to the Senior Secured Creditors in the total amount of $7 million from the net proceeds of the Grace Road Transaction (the "**First Interim Distribution**").

10. The Receiver now seeks approval of: (a) the 96 Avenue Transaction, being the sale of the 96 Avenue Property pursuant to the 96 Avenue Sale Agreement; (b) the Amending Order to amend the Equipment AVO to include the Truck Tractor in the Equipment Transaction; and (c) the Second Interim Distribution Order to make additional interim distributions to the Senior Secured Creditors in the total amount of $4.5 million from the expected net proceeds of the 96 Avenue Transaction (the "**Second Interim Distributions**", and each, a "**Second Interim Distribution**").

The 96 Avenue Property

11. The 96 Avenue Property is the land and premises municipally known as 17914 96 Avenue, Surrey, British Columbia, and legally described as PID: 004-608-038, Lot 17 Except: Part On Statutory Right Of Way Plan BCP27063; Section 32 Township 8 New Westminster District Plan 35594.

12. The 96 Avenue Property is approximately 1.9 acres of land located in the Anniedale-Tynehead submarket of Surrey, B.C. The site is a residential acreage and is designated as 'mixed employment', permitting a range of industrial, commercial, and supporting office uses.

The Receiver's Sales Process

13. As is set out in further detail in the Fourth Report of the Receiver dated August 18, 2026 (the "**Fourth Report**"), prior to the Receiver's appointment, the 96 Avenue Property had been marketed for sale with Colliers Macaulay Nicolls Inc. ("**Colliers**") by 103. Colliers was also engaged to list the Grace Road Property both prior to and after the Receiver's appointment over 103. Based on Colliers' familiarity with the 96 Avenue Property, its general expertise, and its experience with court-supervised sale processes, the Receiver retained Colliers effective April 9, 2026 to market the 96 Avenue Property for sale (the "**96 Avenue Sales Process**").

14. As set out in the marketing report dated August 6, 2026 prepared by Colliers, a copy of which is attached as Appendix "B" to the Fourth Report, the marketing efforts undertaken by Colliers, on behalf of the Receiver, included but were not limited to:

a) arranging for the 96 Avenue Property to be professionally photographed aerially;

b) emailing the listing out to approximately 1,711 parties through the Multiple Listing Service, and publishing the listing on Colliers' website resulting in 664 views from prospective purchasers;

c) advertising the listing on social media and email campaigns to over 224 recipients, including both investors and developers;

d) undertaking direct telemarketing efforts to active industrial users and target groups;

e) installing signage at the site to advertise the sale of the 96 Avenue Property; and

f) facilitating requests for additional information regarding the 96 Avenue Property and conducting approximately 10 site tours with qualified prospective purchasers.

15. As a result of the 96 Avenue Sales Process, on August 5, 2026, the Receiver accepted the 96 Avenue Sale Agreement after consultation with Colliers and the Senior Secured Creditors.

The 96 Avenue Sale Agreement

16. The terms of the 96 Avenue Sale Agreement include the following:

Term	Details
Purchaser	1591993 B.C. Ltd.
Purchase Price	$5,650,000, exclusive of all applicable taxes.
Deposit	$275,000, which has been remitted to Colliers to be held in trust pending completion of the 96 Avenue Transaction.
Purchased Assets	The 96 Avenue Property, 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.
Representations and Warranties	On an "as is, where is" basis.
Conditions Precedent	Material conditions precedent include the granting of the 96 Avenue AVO approving the 96 Avenue Sale Agreement and the 96 Avenue Transaction.
Completion Date	30 days following Court approval or such other date as may be agreed. The Receiver may, at its sole discretion, extend the Completion Date by up to 15 business days.
Possession Date	On completion, the 96 Avenue Purchaser shall receive immediate vacant possession of the 96 Avenue Property.

The Receiver's Recommendation

17. Based on the information available to it and set out in the Fourth Report, the Receiver is of the view that the 96 Avenue Sale Agreement represents the highest and best available recovery for the Debtors' estate in the circumstances and requests that this Court grant the 96 Avenue AVO.

The Amending Order

18. The Receiver is currently in possession of the Truck Tractor, which was originally stored on the Grace Road Property and subsequently relocated to a secure site operated by the Equipment Purchaser prior to the closing of the sale of the Grace Road Property.

19. Given that the Receiver could not ascertain the ownership of the Truck Tractor, the Truck Tractor was not originally included in Schedule B to the Equipment AVO, which set out the equipment assets of MTL and NCG to be sold as part of the Equipment Transaction.

20. As is set out in further detail in the Fourth Report, the Receiver now proposes to include the Truck Tractor in the Equipment Transaction for the following reasons:

(a) no ownership and registration information has been found for the Truck Tractor despite the Receiver having already undertaken searches of the British Columbia Personal Property Registry System and having made inquiries with the Debtors' and the Equipment Purchaser's insurance brokers;

(b) the identification plate affixed to the Truck Tractor is not readily legible and the Truck Tractor does not have a license plate, making it more difficult to confirm its ownership and registration history;

(c) no party has come forward to the Receiver to claim ownership of the Truck Tractor since the Receiver's appointment over MTL and NCG on April 10, 2026; and

(d) an affiliate of the Debtors who occupied a portion of the Grace Road Property for the storage of its equipment already vacated the site and confirmed that all its equipment had been removed from the site by July 2, 2026, which did not include the Truck Tractor.

21. The Receiver continues to make inquiries with Insurance Corporation of British Columbia ("**ICBC**") through its 'Unregistered Vehicles' declaration process to determine whether the ownership of the Truck Tractor can be confirmed. The Receiver is currently unable to confirm the timeline for this process. If ICBC subsequently identifies another party as the owner of the Truck Tractor, the Receiver will remove the Truck Tractor from the Equipment Transaction and take such further steps as may be appropriate.

The Proposed Second Interim Distributions

22. The Receiver has made significant progress to realize value for the Debtors' assets. The Receiver expects to receive approximately $5.4 million of net proceeds related to the 96 Avenue Transaction.

23. The Senior Secured Creditors were owed approximately $21.3 million by MTL and NCG as of April 10, 2026, which amounts are secured by mortgages granted by 103 charging the Grace Road Property and 96 Avenue Property and general security agreements granted by the Debtors charging all their respective personal property.

24. In addition to the First Interim Distribution as authorized under the First Interim Distribution Order, the Receiver intends to make additional Second Interim Distributions in the total amount of $4.5 million to the Senior Secured Creditors, with:

(a) a Second Interim Distribution of $2,404,350 to NBC; and

(b) a Second Interim Distribution of $2,095,650 to BDC,

to settle their mortgage and security. The foregoing allocation was determined pursuant to the terms of an intercreditor agreement dated March 30, 2023 between the Senior Secured Creditors.

25. The remaining approximate $900,000 from the expected net proceeds of the 96 Avenue Transaction will allow the Receiver to retain sufficient funds to pay any claims which rank in priority to the Senior Secured Creditors' claims (the "**Priority Claims**") and to fund estate costs.

26. The Receiver anticipates that a final distribution will be made following the completion of the Equipment Transaction and resolution of all residual matters pertaining to these receivership proceedings.

Part 3: LEGAL BASIS

Governing Legal Principles with respect to a Sale Approval

27. The following considerations established by the Ontario Court of Appeal in *Royal Bank of Canada v. Soundair Corp.* must be taken into account by a court in deciding whether to approve a sale negotiated by a court-appointed receiver:

(a) whether the receiver made sufficient efforts to obtain the best price and did not act improvidently;

(b) the interests of all parties;

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

(d) whether there has been any unfairness in the sale process.

> ***Kruger v Wild Goose Vintners Inc.*, 2021 BCSC 1406 at para. 26; *Aquilini Development Limited Partnership v Garibaldi at Squamish Limited Partnership*, 2024 BCSC 764 at para. 100; *Royal Bank of Canada v. Soundair Corp.*, 1991 CanLII 2727 (ON CA) [*Soundair*] at para. 16.**

28. Courts afford considerable deference to a receiver's business judgment in respect of a course of action that requires the court's approval, including for sale approvals. Indeed, courts will generally approve a sale where a court-appointed officer is of the view that the sale price and terms are commercially reasonable and satisfactory.

> ***RBC Investor Services Trust v Asfars Holdings Ltd.*, 2024 BCSC 2142 at para. 32; *Peoples Trust Company v Censorio Group (Hastings & Carleton) Holdings Ltd.*, 2020 BCSC 1013 at para. 47; *North American Tungsten Corporation Ltd. (Re)*, 2016 BCSC 12 at para. 30.**

The 96 Avenue Transaction Should be Approved

29. For the reasons set out below and described in greater detail in the Fourth Report, the Receiver is of the view that the 96 Avenue Transaction meets the *Soundair* criteria.

(a) **The 96 Avenue Sales Process was Fair and Reasonable**: As set out above, the Receiver has sought to obtain the highest price for the 96 Avenue Property. The Receiver is of the view that the 96 Avenue Property was marketed in a comprehensive, fair, and reasonable manner, and that the market was adequately canvassed for potential purchasers.

(b) **The 96 Avenue Transaction was the Best Bid**: The 96 Avenue Sale Agreement represents the highest and best offer received pursuant to the 96 Avenue Sales Process.

(c) **The Purchase Price is Fair and Reasonable**: The Receiver is of the view that the 96 Avenue Transaction is fair and reasonable taking into account, among other things, the recent sale values of comparable properties, the current market conditions affecting the industrial real estate market, and the 2026 property tax assessment of the 96 Avenue Property.

(d) **The 96 Avenue Transaction Benefits Stakeholders**: The Receiver has determined, in its business judgment, that the 96 Avenue Transaction is in the best interests of the estate. Approval of the 96 Avenue Transaction is supported by the Senior Secured Creditors.

The Amending Order Should Be Approved

30. This Court is authorized to grant the Amending Order by paragraph 11 of the Equipment AVO. Paragraph 11 of the Equipment AVO grants the Receiver, among other things, the liberty to apply for further relief as may be necessary or desirable to give effect to the Equipment Transaction.

Equipment AVO at para. 11.

31. In support of its application for the Amending Order, the Receiver relies on and restates the legal basis set out at Part 3 of the Equipment Sale Application for the view that the inclusion of the Truck Tractor in the Equipment Transaction meets the *Soundair* criteria.

Notice of Application dated August 6, 2026 [Equipment Sale Application] at para. 26.

The Second Interim Distributions Should Be Made

32. The court has the jurisdiction and authority to approve distributions by a receiver. Orders granting interim distributions are frequently granted by Canadian courts in insolvency proceedings, including receiverships.

***Realtrium Holdings Pickering Inc. v. Simpson*, 2025 ONSC 5605 at para. 31; *Ontario Securities Commission v. Bridging Income Fund L.P.*, 2022 ONSC 4472 at paras. 8, 12; *First Source Financial Management v. Chacon Strawberry Fields Inc.*, 2024 ONSC 7229 at paras. 44, 47**

[*Chacon*]; *Séquestre de 11475584 Canada inc.*, 2026 QCCS 336 at para. 19.

33. In determining whether it is appropriate to authorize an interim distribution, the Court may consider:

(a) whether the proposed recipient's security is valid and enforceable;

(b) whether the amounts that are owed to the proposed recipient exceed the proposed interim distribution amount;

(c) whether the proposed interim distribution would result in interest savings; and

(d) whether the distribution will leave the estate with sufficient liquidity.

***AbitibiBowater Inc., (Re)*, 2009 QCCS 6461 at paras. 75, 76; *Chacon* at paras. 45-46.**

34. The distributions contemplated by the Second Interim Distribution Order are to NBC and BDC, the senior secured creditors of the Debtors. The Receiver's legal counsel provided an independent security opinion that subject to the standard assumptions, qualifications, and limitations, the Senior Secured Creditors hold valid, binding, and enforceable security interests in the Grace Road Property and 96 Avenue Property.

35. The amounts owed to the Senior Secured Creditors are significant. As of April 10, 2026, NBC was owed approximately $11.5 million and BDC was owed approximately $9.8 million. It is expected that the Senior Secured Creditors will suffer a shortfall on this secured debt.

36. The proposed Second Interim Distributions will pay down a portion of the indebtedness owing by MTL and NCG to the Senior Secured Creditors. This will limit the accrual of additional interest in respect thereof and result in significant interest savings.

37. The proposed Second Interim Distributions will ensure that the Receiver retains sufficient holdback of funds to address the Priority Claims, as well as fund the administration and other costs for the pendency of these receivership proceedings.

38. In the Receiver's view, it is appropriate that the proposed Second Interim Distributions be made to the Senior Secured Creditors and that the Second Interim Distribution Order be granted at this time.

Part 4: MATERIAL TO BE RELIED ON

1. The Receiver intends to rely upon:

(a) Notice of Application dated August 6, 2026;

(b) Order (Interim Distribution) dated August 12, 2026;

(c) Fourth Report of the Receiver dated August 18, 2026; and

(d) such further and other materials as counsel may advise.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days 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 19, 2026

Per Encira Ron

Signature of lawyer for the Receiver
Peter L. Rubin

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
[ ] 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

Schedule "A" to Notice of Application

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 25, 2026

THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver and Manager (the "**Receiver**"), without security, 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 25th 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 Fourth Report of the Receiver dated August 18, 2026 (the "**Fourth 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 Contract of Purchase and Sale entered into as of July 29, 2026, including the schedules thereto (collectively, the "**Sale Agreement**") between the Receiver, in its capacity as

Court-appointed Receiver of 103, and not in its personal or corporate capacity, and 1591993 B.C. 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 "C"** to the Fourth 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 "E"** hereto (collectively, the "**Purchased Assets**").

4. 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 103'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**"); (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 "C"** 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 "D"** 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.

5. 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 Blake, Cassels & Graydon LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles (the "**BC Registrar**") is hereby directed to:

   (a) enter the Purchaser as the owner of the lands and premises municipally known as 17914 96 Avenue, Surrey, British Columbia, and legally described as PID: 004-608-038, Lot 17 Except: Part On Statutory Right Of Way Plan BCP27063; Section 32 Township 8 New Westminster District Plan 35594 (the "**96 Avenue Property**"), 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 96

Avenue Property, 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 96 Avenue Property 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 96 Avenue Property all of the registered Encumbrances except for those permitted encumbrances listed in **Schedule "D"** hereto.

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. 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 the Closing Effective Time (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on **Schedule "D"** hereto.

10. 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.

11. 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.

12. 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 the Transaction.

13. 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 L. Rubin
Lawyer for Alvarez & Marsal Canada Inc.

BY THE COURT

_____

REGISTRAR

Schedule A

Counsel List

Counsel	Party Represented

Schedule B

No. S-261350
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

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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**"), without security, of all of the assets, undertakings and properties of 1030931 B.C. Ltd., including the land and premises municipally known as 17914 96 Avenue, Surrey, British Columbia, and legally described as PID: 004-608-038, Lot 17 Except: Part On Statutory Right Of Way Plan BCP27063; Section 32 Township 8 New Westminster District Plan 35594.

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 25, 2026 (the "**Approval and Vesting Order**"), the Court, among other things, approved the Contract of Purchase and Sale entered into as of July 29, 2026, between the Receiver and 1591993 B.C. Ltd. (the "**Purchaser**"), a copy of which is attached as **Appendix "C"** to the Fourth Report of the Receiver dated August 18, 2026, and the transactions 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:

Schedule C – Encumbrances to Be Discharged from Title to the 96 Avenue Property

1. Mortgage CB546927 registered March 31, 2023 in favour of Canadian Western Bank and subsequently transferred by Transfer Number CB2417966 to National Bank of Canada

2. Assignment of Rents CB546928 registered March 31, 2023 in favour of Canadian Western Bank and subsequently transferred by Transfer Number CB2417967 to National Bank of Canada

3. Mortgage CB546931 registered March 31, 2023 in favour of Business Development Bank of Canada

4. Assignment of Rents CB546932 registered March 31, 2023 in favour of Business Development Bank of Canada

5. Crown Lien CB2871259 registered June 23, 2026 in favour of The Crown in Right of British Columbia

6. Certificate of Pending Litigation CB2961666 registered August 5, 2026 in favour of National Bank of Canada

Schedule D - Permitted Encumbrances, Easements and Restrictive Covenants Related to the 96 Avenue Property

Charges, Liens and Interests:

1. Statutory Right of Way 104907C registered on January 2, 1947 in favour of British Columbia Hydro and Power Authority

2. Statutory Right of Way AB203331 registered on October 3, 1988 in favour of B.C. Gas Inc.

3. Mortgage AD262803 registered November 20, 1990

4. Mortgage AD262806 registered November 20, 1990

5. Mortgage AD274391 registered December 4, 1990 in favour of National Trust Company and subsequently transferred by Transfer Number BN62269 to CIBC Mellon Trust Company

6. Mortgage AD274392 registered December 4, 1990

7. Mortgage BE260976 registered October 8, 1991

8. Mortgage BE260978 registered October 8, 1991 in favour of Inland Energy Corp.

9. Mortgage BE260979 registered October 8, 1991 in favour of Inland Energy Corp.

10. Mortgage BE260983 registered October 8, 1991

11. Mortgage BE260984 registered October 8, 1991

12. Mortgage BE260985 registered October 8, 1991

13. Mortgage BE314745 registered November 20, 1991

14. Mortgage BE314747 registered November 20, 1991

15. Mortgage BE314748 registered November 20, 1991

16. Mortgage BE314749 registered November 20, 1991 in favour of National Trust Company and subsequently transferred by Transfer Number BN62270 to CIBC Mellon Trust Company

17. Mortgage BE314750 registered November 20, 1991 in favour of National Trust Company and subsequently transferred by Transfer Number BN62271 to CIBC Mellon Trust Company

18. Mortgage BE314751 registered November 20, 1991

19. Mortgage BE314752 registered November 20, 1991

Schedule E – Real Property

#	Parcel Identifier	Legal Description	Municipal Address (if applicable)
1.	004-608-038	LOT 17 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN BCP27063; SECTION 32 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN 35594	17914 96 Avenue, Surrey, BC V4N4A7

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

Peter Rubin
BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5
604.631.3300
Agent: Dye & Durham

Schedule "B" to Notice of Application

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 (AMENDING)

BEFORE	THE HONOURABLE MADAM JUSTICE FITZPATRICK	August 25, 2026

ON THE APPLICATION of Alvarez & Marsal Canada Inc. (**A&M**), in its capacity as Court-appointed Receiver and Manager (the "**Receiver**"), without security, of all of the assets, undertakings and property 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 25th day of August 2026; AND ON HEARING Peter L. 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 Approval and Vesting Order of this Court granted on August 12, 2026 (the "**Equipment AVO**"), and the Fourth Report of the Receiver dated August 18, 2026;

THIS COURT ORDERS AND DECLARES THAT:

1. The Equipment AVO is hereby amended by replacing the existing Schedule B of the Equipment AVO in its entirety with **Schedule "B"** of this Order, such that, after giving effect to such amendment, Schedule B of the Equipment AVO shall include a 1996 Kenworth 6x4 T/A Day Cab Truck Tractor (serial number: S941252).

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

_____

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

BY THE COURT

_____

REGISTRAR

SCHEDULE "A"

List of Counsel

COUNSEL	PARTY

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	
1996 Kenworth 6x4 T/A Day Cab Truck Tractor	S941252

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

Peter Rubin
BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5
604.631.3300
Agent: Dye & Durham

Schedule "C" to Notice of Application

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 (SECOND INTERIM DISTRIBUTION)

BEFORE	THE HONOURABLE MADAM JUSTICE FITZPATRICK	August 25, 2026

THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver and Manager (the "**Receiver**"), without security, 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 25th 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 Receiver's Fourth Report dated August 18, 2026 and the Order (Interim Distribution) dated August 12, 2026 (the "**First Interim Distribution Order**"),

THIS COURT ORDERS AND DECLARES THAT:

Authorized Distributions

1. In addition to distributions authorized pursuant to the First Interim Distribution Order, the Receiver is hereby authorized and directed to make the following additional interim distributions to:

(a) National Bank of Canada ("**NBC**") in the total amount of $2,404,350 in respect of amounts owing to NBC by the Debtors;

(b) Business Development Bank of Canada ("**BDC**") in the total amount of $2,095,650 in respect of amounts owing to BDC by the Debtors.

2. The distributions referred to in paragraph 1 of this Order shall each be a "**Distribution**" or "**Distributions**" for the purposes of this Order.

3. Notwithstanding:

(a) the pendency of these proceedings;

(b) any assignment in bankruptcy or any petition for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**") and any order issued pursuant to any such petition; or

(c) any provisions of any federal or provincial legislation;

any Distributions contemplated by this Order shall be made 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 or unsecured, shall be binding on any trustee in bankruptcy that may be appointed, 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, as against the Receiver and any party receiving Distributions pursuant to this Order, and shall not constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

4. In addition to the rights and protections afforded to the Receiver under the Order of this Court dated March 10, 2026 (the "**Receivership Order**"), the Receiver shall not be liable for any act or omission on the part of the Receiver pertaining to any Distributions made under this Order, save and except for any claim or liability arising out of any gross negligence or willful misconduct on the part of the Receiver. Nothing in this Order shall derogate from the protections afforded to the Receiver under the Receivership Order, or any other federal or provincial applicable law.

5. Notwithstanding any other provision of this Order and without in any way limiting the protections for the Receiver provided for under the Receivership Order, the BIA, or any other applicable federal or provincial law, the Receiver shall have no obligation to make any Distribution unless the Receiver is in receipt of funds sufficient to make any such payment.

6. Any Distributions made by the Receiver under this Order shall not constitute a "distribution" for the purposes of section 159 of the *Income Tax Act*, as amended, or section 270 of the *Excise Tax Act*, or any other similar federal or provincial legislation (collectively, the "**Tax Statutes**"). The Receiver in making any such Distributions is not "distributing", nor shall be considered to "distribute" nor have "distributed", such funds for the purpose of the Tax Statutes, and the Receiver shall not incur any liability under the Tax Statutes in respect of the making of any Distributions ordered or permitted under this Order.

General

7. The Receiver may apply to the Court as necessary to seek further orders and directions with respect to any Distributions made pursuant to this Order.

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

_____

Signature of lawyer for the Receiver
Peter Rubin

BY THE COURT.

_____

Registrar

Schedule "A"

Counsel List

COUNSEL NAME	PARTY REPRESENTED

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

Peter Rubin
BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5
604.631.3300
Agent: Dye & Durham