SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
AUG 2 5 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 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

CHECKED

Schedule "A"

Counsel List

COUNSEL NAME	PARTY REPRESENTED
Peter Rubin and Encina Roh	Alvarez & Marsal Canada Inc.
Cody Reedman ~~and Savanah James~~ Akshdeep Singh	1030931 B.C. Ltd., Manney Transport Ltd., and NCG National Container Group Inc.
Lily Zhang	National Bank of Canada

Schedule B

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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

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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