



S-261032

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PRICE CAPITAL PARTNERS INC.

PETITIONER

AND:

1274877 B.C. LTD.,
KINNAIRD KONVERSION LIMITED PARTNERSHIP,
KINNAIRD KONVERSION GP INC.

RESPONDENTS

PETITION TO THE COURT

ON NOTICE TO:

1274877 B.C. Ltd.
R.O. 2700 – 1133 Melville Street
Vancouver, B.C. V6E 4E5

Kinnaird Konversion Limited Partnership
2700 – 1133 Melville Street
Vancouver, B.C. V6E 4E5

Kinnaird Konversion GP Inc.
2700 – 1133 Melville Street
Vancouver, B.C. V6E 4E5

Portage Capital Nominee Corp
202-25 Montgomery Avenue
Toronto, Ontario M4R 0A1

The Corporation of the City of New Westminster
511 Royal Avenue
New Westminster, BC V3L 1H9

The address of the registry is:

Vancouver Law Courts
800 Smithe Street
Vancouver, BC V6Z 2E1

The petitioner estimates that the hearing of the Petition will take: ½ day.

This matter is NOT an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below, by the petitioners named in the style of proceedings above.

If you intend to respond to this petition, you or your lawyer must

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the petitioner

- (i) 2 copies of the filed response to petition, and
- (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.

TIME FOR RESPONSE TO PETITION

A response to petition must be filed and served on the petitioner,

- (a) if you were served with the petition anywhere in Canada, within 21 days after that service,
- (b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the petition anywhere else, within 49 days after that service, or
- (d) if the time for response has been set by order of the court, within that time.

(1) The **ADDRESS FOR SERVICE** of the petitioner is:

McQuarrie Hunter LLP

#1500, 13450 – 102nd Avenue

Surrey, BC V3T 5X3

Phone: 604-581-7001

Attention: Dan A.T. Moseley

Fax number address for service of the petitioners: N/A

E-mail address for service of the petitioners: dmosley@mcquarrie.com AND smartin@mcquarrie.com

(2) The name and office address of the petitioners' lawyer is: Same as above.

CLAIM OF THE PETITIONER

Part 1: ORDERS SOUGHT

1. A receivership order (the "**Receivership Order**") substantially in the form attached hereto as **Schedule "A"**, abridging the period for notice pursuant to Rule 22-4 of the Supreme Court Civil *Rules of Court* and appointing KSV Restructuring Inc. ("**KSV**") as receiver (in such capacity, the "**Receiver**"), without security, of all assets, undertakings, and property (collectively, the "**Property**") of the respondents, 1274877 B.C. Ltd., Kinnaird Konversion Limited Partnership, and Kinnaird Konversion GP Inc. (collectively, the "**Debtors**") 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**");
2. A sales process order (the "**Sales Process Order**") substantially in the form attached hereto as **Schedule "B"**:

- a. approving the sales process for the marketing and sale of the Property, including the Lands, as defined below, (the “**Sales Process**”), including the sale solicitation procedures in respect of the Sales Process being proposed and the listing agreement (the “**Listing Agreement**”) between the Receiver and Avison Young Commercial Real Estate Services, LP (“**Avison Young**”, or the “**Sales Agent**”) being proposed;
 - b. approving the agreement of purchase and sale between Price Capital Partners Inc. (the “**Stalking Horse Purchaser**”) and the Receiver (the “**Stalking Horse APS**”), to serve as the “stalking horse bid” pursuant to the Sales Process being proposed; and
 - c. approving the Expense Reimbursement (as defined below), and authorizing the Receiver to pay the Expense Reimbursement to the Stalking Horse Purchaser in the manner and in the circumstances described in the Stalking Horse APS;
3. A sealing order (the “**Sealing Order**”) substantially in the form attached hereto as **Schedule “C”**, sealing the appraisal report prepared by D.R. Coell & Associates dated October 30, 2025 (the “**Appraisal**”), pending the filing of a Receiver’s Certificate terminating these receivership proceedings and discharging the Receiver (the “**Termination Certificate**”);
 4. An order that the petitioner is awarded its costs on a basis as the petitioner may seek and this Court may order;
 5. Such further and other relief as counsel may advise and this Honourable Court deems to be just and convenient in the circumstances.

Part 2: FACTUAL BASIS

Overview

1. The respondent, 1274877 B.C. Ltd. (“**127**”), is the registered owner and trustee over those lands and premises with a civic address of 65 First Street, New Westminster, British Columbia, and sometimes referred to as ‘**Kinnaird Place**’, legally described as:

Unit	PID	Legal Description
#218	000-812-277	Strata Lot 1 Block 19 New Westminster District Strata Plan NW2195
#219	000-813-460	Strata Lot 2 Block 19 New Westminster District Strata Plan NW2195
#220	000-813-478	Strata Lot 3 Block 19 New Westminster District Strata Plan NW2195
#221	000-813-494	Strata Lot 4 Block 19 New Westminster District Strata Plan NW2195
#217	000-813-508	Strata Lot 5 Block 19 New Westminster District Strata Plan NW2195
#314	000-813-516	Strata Lot 6 Block 19 New Westminster District Strata Plan NW2195
#316	000-813-532	Strata Lot 7 Block 19 New Westminster District Strata Plan NW2195
#318	000-813-541	Strata Lot 8 Block 19 New Westminster District Strata Plan NW2195
#319	000-813-559	Strata Lot 9 Block 19 New Westminster District Strata Plan NW2195
#320	000-813-567	Strata Lot 10 Block 19 New Westminster District Strata Plan NW2195
#321	000-813-583	Strata Lot 11 Block 19 New Westminster District Strata Plan NW2195
#317	000-813-591	Strata Lot 12 Block 19 New Westminster District Strata Plan NW2195
#315	000-813-605	Strata Lot 13 Block 19 New Westminster District Strata Plan NW2195
#313	000-813-613	Strata Lot 14 Block 19 New Westminster District Strata Plan NW2195

#410	000-813-621	Strata Lot 15 Block 19 New Westminster District Strata Plan NW2195
#412	000-813-630	Strata Lot 16 Block 19 New Westminster District Strata Plan NW2195
#414	000-813-656	Strata Lot 17 Block 19 New Westminster District Strata Plan NW2195
#416	000-813-664	Strata Lot 18 Block 19 New Westminster District Strata Plan NW2195
#418	000-813-672	Strata Lot 19 Block 19 New Westminster District Strata Plan NW2195
#419	000-813-681	Strata Lot 20 Block 19 New Westminster District Strata Plan NW2195
#420	000-813-699	Strata Lot 21 Block 19 New Westminster District Strata Plan NW2195
#417	000-813-702	Strata Lot 22 Block 19 New Westminster District Strata Plan NW2195
#415	000-813-711	Strata Lot 23 Block 19 New Westminster District Strata Plan NW2195
#413	000-813-729	Strata Lot 24 Block 19 New Westminster District Strata Plan NW2195
#411	000-813-737	Strata Lot 25 Block 19 New Westminster District Strata Plan NW2195
#409	000-813-745	Strata Lot 26 Block 19 New Westminster District Strata Plan NW2195
#408	000-813-753	Strata Lot 27 Block 19 New Westminster District Strata Plan NW2195
#407	000-813-761	Strata Lot 28 Block 19 New Westminster District Strata Plan NW2195
#506	000-813-770	Strata Lot 29 Block 19 New Westminster District Strata Plan NW2195
#501	000-813-796	Strata Lot 30 Block 19 New Westminster District Strata Plan NW2195
#502	000-813-800	Strata Lot 31 Block 19 New Westminster District Strata Plan NW2195
#503	000-813-826	Strata Lot 32 Block 19 New Westminster District Strata Plan NW2195
#504	000-813-834	Strata Lot 33 Block 19 New Westminster District Strata Plan NW2195
#505	000-813-842	Strata Lot 34 Block 19 New Westminster District Strata Plan NW2195
#510	000-813-851	Strata Lot 35 Block 19 New Westminster District Strata Plan NW2195
#512	000-813-869	Strata Lot 36 Block 19 New Westminster District Strata Plan NW2195
#514	000-813-877	Strata Lot 37 Block 19 New Westminster District Strata Plan NW2195
#516	000-813-893	Strata Lot 38 Block 19 New Westminster District Strata Plan NW2195
#515	000-813-923	Strata Lot 39 Block 19 New Westminster District Strata Plan NW2195
#513	000-813-931	Strata Lot 40 Block 19 New Westminster District Strata Plan NW2195
#511	000-813-940	Strata Lot 41 Block 19 New Westminster District Strata Plan NW2195
#508	000-813-958	Strata Lot 42 Block 19 New Westminster District Strata Plan NW2195
#507	000-813-966	Strata Lot 43 Block 19 New Westminster District Strata Plan NW2195
#606	000-813-974	Strata Lot 44 Block 19 New Westminster District Strata Plan NW2195
#601	000-813-982	Strata Lot 45 Block 19 New Westminster District Strata Plan NW2195
#602	000-814-016	Strata Lot 46 Block 19 New Westminster District Strata Plan NW2195
#603	000-814-024	Strata Lot 47 Block 19 New Westminster District Strata Plan NW2195
#604	000-814-032	Strata Lot 48 Block 19 New Westminster District Strata Plan NW2195
#605	000-814-041	Strata Lot 49 Block 19 New Westminster District Strata Plan NW2195
#610	000-814-059	Strata Lot 50 Block 19 New Westminster District Strata Plan NW2195
#612	000-814-075	Strata Lot 51 Block 19 New Westminster District Strata Plan NW2195
#611	000-814-083	Strata Lot 52 Block 19 New Westminster District Strata Plan NW2195
#609	000-814-113	Strata Lot 53 Block 19 New Westminster District Strata Plan NW2195
#608	000-814-121	Strata Lot 54 Block 19 New Westminster District Strata Plan NW2195
#607	000-814-130	Strata Lot 55 Block 19 New Westminster District Strata Plan NW2195
#706	000-814-148	Strata Lot 56 Block 19 New Westminster District Strata Plan NW2195
#701	000-814-156	Strata Lot 57 Block 19 New Westminster District Strata Plan NW2195
#702	000-814-164	Strata Lot 58 Block 19 New Westminster District Strata Plan NW2195

#703	000-814-172	Strata Lot 59 Block 19 New Westminster District Strata Plan NW2195
#704	000-814-181	Strata Lot 60 Block 19 New Westminster District Strata Plan NW2195
#705	000-814-199	Strata Lot 61 Block 19 New Westminster District Strata Plan NW2195

(collectively, the “**Lands**”).

2. The respondent, Kinnaird Konversion Limited Partnership (“**Kinnaird**”), is the beneficial owner of the Lands.
3. The respondent, Kinnaird Konversion GP Inc. (“**GP**”), is the general partner in Kinnaird, and is the legal and beneficial owner of the partnership units in Kinnaird.
4. Kinnaird Place, or the Lands, consists of the lands and a building with sixty-one (61) strata lot rental suites over seven (7) developed floors, with an additional basement parking garage located underneath the building.
5. The petitioner, Price Capital Partners Inc. (“**Price Capital**”), is a secured creditor, with a mortgage registered against title to the Lands in second place after a mortgage registered in favour of Portage Capital Nominee Corp. (“**Portage**”).
6. Price Capital appears to be the fulcrum secured creditor, and seeks an immediate order on the terms set out above, and on the basis set out herein.

The Secured Indebtedness

7. Pursuant to a Promissory Note dated June 16, 2025, Price Capital, as the lender, agreed to provide to Kinnaird, as the borrower, an interim land loan in the amount of \$5,902,208.22, plus interest accruing at 8% per annum (the “**Promissory Note**”).
8. The Promissory Note was secured by: (i) a mortgage; (ii) an assignment of rents; and (iii) a beneficial mortgage and direction to charge, all dated June 16, 2025 (collectively, the “**Price Capital Mortgage**”).
9. The Debtors also provided a security interest to Price Capital in all present and after acquired personal property situated, placed, or installed upon, or used in connection with, arising out of, or otherwise pertaining to the Lands pursuant to a general security agreement dated June 16, 2025 (the “**Price Capital GSA**” and together with the Price Capital Mortgage, the “**Price Capital Security**”).
10. As at October 16, 2025, the Debtors were indebted to Price Capital in the amount of \$6,229,333.75, exclusive of legal and other costs, with interest continuing to accrue (the “**Price Capital Indebtedness**”).
11. The Price Capital Indebtedness is secured by the Price Capital Mortgage and the Price Capital GSA.
12. In addition to the Price Capital Indebtedness, as at October 1, 2025, the Debtors were indebted to Portage in the amount of \$18,123,750.00 exclusive of legal and other costs, with interest continuing to accrue (the “**Portage Indebtedness**”).

13. The Portage Indebtedness is secured by a mortgage registered in first place ahead of Price Capital Mortgage against title to the Lands (the “**Portage Mortgage**”) and a general security agreement registered ahead of Price Capital’s registration (the “**Portage GSA**”) and together with the Portage Mortgage, the “**Portage Security**”).
14. Based on searches conducted on February 4, 2026, there are no other parties with registrations against the Debtors or the Lands.

Default and Demands for Repayment

15. By letter dated October 10, 2025, Portage provided written notice to the Debtors that they had failed to make an interest payment, which constitutes an event of default under the Portage Security, and therefore made formal demand for full repayment of the Portage Indebtedness.
16. By letter dated October 17, 2025, Price Capital provided written notice to the Debtors that the default of the Portage Security was an event of default under the Price Capital Security and therefore made formal demand for full repayment of the Price Capital Indebtedness.
17. The Debtors have failed to make full repayment of either of the Portage Indebtedness or the Price Capital Indebtedness and have failed to make monthly interest payments since September 2025 on account of the Portage Indebtedness and October 2025 on account of the Price Capital Indebtedness.
18. As at February 17, 2026, provided no further payments are made, the Portage Indebtedness will be \$18,663,414.38 (exclusive of legal and other costs) and the Price Capital Indebtedness will be \$6,353,820.29 (exclusive of legal and other costs).

Previous Marketing of the Lands

19. The Lands have previously been listed for sale and marketed by Avison Young Commercial Real Estate Services, LP (“**Avison Young**”), starting in or around April 2025, as engaged by the Debtors.
20. As part of the marketing of the Lands, Avison Young has, among other things:
 - (a) prepared a marketing package published on Avison Young’s website;
 - (b) contacted known developers in the Lower Mainland to advise of the opportunity;
 - (c) prepared a data room to be accessed by interested parties;
 - (d) sent an email blast through Avison Young’s subscription services;
 - (e) delivered commercial broadcast emails to the subscribed brokerage community;
 - (f) advertised online through social media posts and paid advertisements;
 - (g) contacted potentially interested parties via telephone;
 - (h) conducted a Toronto trip to meet with qualified prospects; and
 - (i) continued with its marketing efforts.

21. To date, no offers that would repay the Price Capital Indebtedness have been received.

Need for Immediate Receivership Order

22. The Debtors are in default of their obligations to the petitioner, as the second-ranking secured creditor, and to Portage, as the first-ranking secured creditor. The Debtors have not made any payments since September 2025 on account of the Portage Indebtedness and October 2025 on account of the Price Capital Indebtedness, despite the ongoing collection of rent derived from the Lands.
23. The petitioner has lost confidence in the Debtors' management, and it does not have confidence that the Debtors will be able to further reduce, or pay back, the Price Capital Indebtedness.
24. Pursuant to the Appraisal, the Lands have an appraised market value that is lower than the combined registered mortgages over the Lands, presenting a current equity shortfall, with a significant shortfall to the petitioner.
25. There is a material risk of further erosion of value of the Lands, including through continued accrual of interest, the absence of a coordinated and supervised sales process, and the inability of the Debtors to access liquidity or refinancing alternatives.
26. The immediate appointment of a receiver and a coordinated sales process is necessary and appropriate to preserve and maximize value for stakeholders through an orderly, transparent, and court-supervised sales process conducted by an independent officer of this Court.
27. Portage, the first-ranking secured creditor of the Debtors, is supportive of the Orders sought in this Petition.

Proposed Sales Process and Proposed Stalking Horse APS

28. The Sales Process being proposed contemplates a stalking horse bid process pursuant to which, among other things:
 - (a) the Receiver is authorized to: (i) solicit bids from interested parties for purchase and sale transactions involving the business and/or assets of, or the equity interests in, the Debtors; and (ii) evaluate such bids and select a successful bid; and
 - (b) the Stalking Horse APS will serve as the "stalking horse bid" in the Sales Process.

Proposed Sales Process

29. The Sales Process being proposed is summarized below:
 - (a) the Receiver will (subject to Court approval) engage the Sales Agent pursuant to the Listing Agreement. If approved, the Listing Agreement will entitle the Sales Agent to: (i) a work fee of \$25,000.00 if the Stalking Horse APS is approved as the successful bidder, or (ii) to a commission equal to 1.75% of the gross sale price

for the Lands, plus GST, if any other bidder is the successful bidder, and that other transaction closes.

- (b) the Receiver, with assistance of the Sales Agent, will prepare and disseminate marketing materials and solicit interest from parties who may be interested in pursuing a transaction (each a “**Potential Bidder**” or collectively “**Potential Bidders**”).
- (c) the Receiver, with assistance from the Sales Agent, will cause a notice of the Sales Process to be published in applicable industry publications, websites, and/or forums, in each case as the Receiver deems appropriate.
- (d) in consultation with the Sales Agent, the Receiver will prepare a summary for distribution to Potential Bidders describing the opportunity, outlining the Sales Process and inviting recipients to express their interest in making a qualified bid.
- (e) the Receiver, with assistance from the Sales Agent, will provide access to a confidential virtual data room providing diligence information to Potential Bidders, subject to execution of a non-disclosure agreement (“**NDA**”).
- (f) the Receiver will request that Potential Bidders (other than the Stalking Horse Purchaser) submit a letter of intent (“**LOI**”) and Qualified Bids by the LOI Deadline and the Qualified Bid Deadline (as applicable and defined in the Sales Process Order).
- (g) a potential bidder that has executed an NDA and that the Receiver determines, in its sole discretion and using its professional judgment, has a reasonable prospect of completing a transaction for the purchase and sale of the Property will be deemed a “**Qualified Bidder**”.
- (h) the proposed Sales Process contemplates a phased bid deadline, starting with a 30-day window for submitting an LOI, which should: (i) identify the Potential Bidder and include a general description of the Lands and any other Property that are the subject of the bid, (ii) set out the proposed consideration, and (iii) demonstrate a reasonable likelihood of resulting in a Qualified Bid. Qualified Bidders then have an additional 15 days from the LOI Deadline to finalize and submit Qualified Bids.
- (i) to constitute a “Qualified Bid”, a bid must, among other things: (i) provide sufficient consideration to satisfy at least the purchase price provided for in the Stalking Horse APS, plus the Expense Reimbursement, and (ii) be accompanied by a deposit in the amount of \$250,000.00.
- (j) a Qualified Bidder that wants to make a bid must submit by the Qualified Bid Deadline a final, written, binding offer (each, a “**Final Bid**”) in the form of a fully executed purchase and sale agreement, along with a blackline to the Stalking Horse APS.
- (k) the Stalking Horse APS (which is deemed to be a Qualified Bid) will be automatically accepted by the Receiver if the Receiver: (i) does not receive any Qualified Bids (other than the Stalking Horse APS) before the Qualified Bid Deadline; or (ii) the Receiver determines, in its sole discretion and using its professional judgment, that the transactions contemplated by the Qualified Bid(s) that it receive before the Qualified Bid Deadline are unlikely to be closed.

- (l) if one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Receiver on or before the Qualified Bid Deadline, the Receiver will proceed with an auction process to determine the successful bid(s).
- (m) the Receiver will seek this Court's approval of the Successful Bid, including the Stalking Horse APS (if it is determined to be the Successful Bidder).

30. A summary of the deadlines applicable to the Sales Process being proposed is set out in the table below with specific dates based on the assumption that the Sales Process Order is granted on February 17, 2026:

SISP Process	Deadline
Commence solicitation	As soon as practicable after the granting of the Sales Process Order
LOI Deadline	30 calendar days (March 17, 2026) at 5:00 pm PT
Final Bid Deadline	45 calendar days (April 3, 2026) at 5:00 pm PT
Deadline for Qualified Bid determination and notification of Auction (if necessary)	48 calendar days (April 6, 2026) at 5:00 pm PT
Auction (if necessary)	within 5 business days of the Receiver determining that the Auction will take place (April 6, 2026)
Approval of Successful Bid	no later than 15 business days following the section (or deemed selection) of the Successful Bid
Closing of Successful Bid	30 business days following court approval, or any other date as may be agreed on in writing by both the Receiver and Purchaser following court approval

31. Other aspects of the Sales Process being proposed include:

- (a) sale of the Property on an "as-is, where-is" basis with no representations or warranties;
- (b) the Receiver will be entitled to extend any deadlines in the Sales Process, if it considers appropriate in the circumstances;
- (c) any transaction, including the Stalking Horse Bid, will be subject to Court approval, at the end of the Sales Process being proposed.

Stalking Horse APS

32. The petitioner seeks approval of the Stalking Horse APS to serve as the Stalking Horse Bid pursuant to the Sales Process being proposed, providing stakeholders with the certainty of a "floor" transaction.

33. If selected as the Successful Bidder in the Sales Process being proposed, the Stalking Horse Purchaser will purchase the Purchased Assets, as defined in the Stalking Horse APS (subject to the Court granting the RVO, as defined below).
34. The key terms and conditions of the Stalking Horse APS are summarized below:
- (a) Purchased Assets. The Purchaser will acquire all of the Debtors' right, title, and interest in the Purchased Assets, including the beneficial interest in the Lands, and all Shares (i.e. all of the issued and outstanding shares in GP, (the company holding legal title to the Lands), free and clear of all Encumbrances, except the Permitted Encumbrances;
 - (b) Purchase Price. The Purchase Price will be: the amount sufficient to pay for all amounts owing in respect of any claim against the Debtors which ranks in priority to the claims of the Purchaser, including without limitation, any amounts secured under the Receiver's Charge and the Administration Wind Down Amount and the Portage Indebtedness as well as the Price Capital Indebtedness, but excluding the Excluded Liabilities as defined in the Stalking Horse APS.
 - (c) Payment of Purchase Price. On the closing date, application of a cash deposit of \$250,000.00 payable upon execution of the Stalking Horse APS and an additional cash payment which, together with the application of the deposit, will be sufficient to pay in full all claims ranking in priority to the Price Capital Indebtedness, with the balance of the purchase price being satisfied by setting off the outstanding balance of the Price Capital Indebtedness.
 - (d) Representations and Warranties. The Stalking Horse APS is an "As-is, Where-is" sale, and includes very limited representations and warranties on the part of the Receiver.
 - (e) Structure. The Stalking Horse APS contemplates implementation of the transaction by way of a reverse vesting order ("RVO") approving, among other things, the vesting out of the liabilities of the Debtors.
 - (f) No Break Fee. The Stalking Horse APS does not provide for a break fee in favour of the Stalking Horse Purchaser.
 - (g) Termination and Outside Date. The Stalking Horse APS is terminated if, among other things: (i) the Receiver selects a Successful Bid and the Stalking Horse APS is neither the Successful Bid nor the Back-Up Bid, and (ii) the closing of the Stalking Horse APS does not occur on the established completion date or such other date agreed to by the parties in writing.
 - (h) Conditions. The closing of the Stalking Horse APS is conditional on, among other things: (i) the granting of the Sales Process Order, (ii) the Stalking Horse APS being the Successful Bid in the Sales Process being proposed, and (iii) the granting of the RVO.
35. The Stalking Horse APS includes provision for payment of the purchaser's expenses of up to \$200,000.00 (the "**Expense Reimbursement**"), representing less than 1% of the Purchase Price, if the Stalking Horse APS is terminated as a result of the Receiver selecting another bid as the Successful Bidder (if the Stalking Horse APS is not the Backup

Bid) or upon closing of a transaction with another bidder (if the Stalking Horse APS is the Backup Bidder).

36. The Expense Reimbursement is intended to compensate the Stalking Horse Purchaser for its expenditure of time and money, including in connection with the preparation of the Stalking Horse APS and in performing due diligence, and its agreement to act as the Stalking Horse Bidder. The Stalking Horse APS does not contemplate a break fee separate from the Expense Reimbursement.
37. Based on a comparative analysis of the Expense Reimbursement against other bid protections approved by Canadian courts in insolvency proceedings between 2021 and 2025, the petitioner is of the opinion that the Expense Reimbursement falls below the lower end of the range of reasonable bid protections.
38. The petitioner recommends that this Court grant the Sales Process Order for the following reasons, *inter alia*:
 - (a) it facilitates broad marketing;
 - (b) it optimizes securing the best possible price, while providing protection against the risk that a superior transaction is not identified;
 - (c) the duration is sufficient to allow interested parties to perform diligence and submit offers, particularly given the prior marketing of the Lands;
 - (d) the Sales Agent is already familiar with the Lands, which will expedite the marketing and sales process;
 - (e) the phased approach to the bidding and Auction process minimizes the risk of prolonged legal proceedings, which helps to reduce costs;
 - (f) Portage, the first-ranking secured creditor of the Debtors, is supportive of the Sales Process Order, as is the proposed Receiver; and
 - (g) the Expense Reimbursement is fair and reasonable and will not discourage interested parties from submitting offers in the Sales Process being proposed.

Consent of Licensed Trustee in Bankruptcy to Act as Receiver

39. KSV, a licensed trustee within the meaning of section 2 of the BIA, is qualified to act as a receiver, has consented to and agreed to act, and is acceptable to the petitioner.

Part 3: LEGAL BASIS

1. The petitioner relies on:
 - a. Rules 1-3, 2-1, 8-1, 10-2, 13-5, 14-1, 21-7 and 22-1 of the Supreme Court Civil *Rules of Court*;
 - b. section 243 of the BIA;
 - c. section 39 of the LEA;
 - d. the inherent and equitable jurisdiction of this Honourable Court;

- e. jurisprudence interpreting same; and
- f. such other legal basis as counsel may advise.

Appointment of a Receiver is Just and Convenient

- 2. The petitioner, as the apparent fulcrum secured creditor, seeks an order appointing KSV as the receiver of the Property of the Debtors, including the Lands.
- 3. The Court's authority to appoint a receiver is provided by section 243 of the BIA and section 39 of the LEA where it is "just and convenient" to do so.
- 4. When considering whether to make an order appointing a receiver, the Court is to "review the matter holistically and decide whether on the whole of the circumstances it is, in fact, just and convenient to appoint a receiver."

Bank of Montreal v. Gian's Business Centre, 2016 BCSC 2348;
Bank of Montreal v. Haro-Thurlow, 2024 BCSC 47 ["Haro"] at ¶ 74.

- 5. This Court has identified several factors that may inform a "holistic" determination of whether it is "just and convenient" to appoint a receiver, including:
 - a. whether irreparable harm might be caused if no order were made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed, particularly where the appointment of a receiver is authorized by the security documentation;
 - b. the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;
 - c. the nature of the property;
 - d. the apprehended or actual waste of the debtor's assets;
 - e. the preservation and protection of the property pending judicial resolution;
 - f. the balance of convenience to the parties;
 - g. the fact that the creditor has the right to appoint a receiver under the documentation provided for in the loan;
 - h. the enforcement of rights under a security instrument where the security holder encounters or expects to encounter difficulty with the debtor and others;
 - i. the principle that the appointment of a receiver is extraordinary relief which should be granted cautiously and sparingly;
 - j. the consideration of whether a court appointment is necessary to enable the receiver to carry out its duties more efficiently;
 - k. the effect of the order upon the parties;
 - l. the conduct of the parties;
 - m. the length of time that a receiver may be in place;

- n. the cost to the parties;
- o. the likelihood of maximizing return to the parties; and
- p. the goal of facilitating the duties of the receiver.

Maple Trade Finance v. CY., 2009 BCSC 1527 [“*Maple Trade*”] at ¶25;
Textron v. Chetwind, 2010 BCSC 477 [“*Textron*”] at ¶50;
Vancouver Coastal v. Seymour Health, 2023 BCSC 1158 at ¶47-54;
Paragon Capital v. Merchants, 2002 ABQB 430 [“*Paragon*”] at ¶27.

6. In applying the above-noted factors, this Court has held that the contractual right of a secured creditor to apply for a receiver under a security agreement holds considerable weight and is a “strong factor” in support of an application to appoint a receiver. The “extraordinary” nature of the receivership order “is significantly reduced when dealing with a secured creditor who has the right to a receivership under its security arrangements” and even less so “when dealing with a default under mortgage.” A secured creditor who holds security over real estate assets is entitled to elect the means by which its security will be enforced, including by way of foreclosure or the appointment of a receiver.

Paragon at ¶28
Maple Trade at ¶26;
Haro at ¶95, 98
Royal Bank of Canada v. Kingsley Trucking Ltd., 2025 BCSC 756 at ¶21 and 76 citing
BCIMC Construction v. The Clover, 2020 ONSC 1953 at ¶43.

7. On the whole, these factors demonstrate that it is just and convenient to grant the Receivership Order, as among other things:
- a. the Debtors are in default of their obligations to the petitioner, as the second-ranking secured fulcrum creditor, and in default of their obligations to Portage, as the first-ranking secured creditor;
 - b. the Debtors have not made any payments since September 2025 on account of the Portage Indebtedness and October 2025 on account of the Price Capital Indebtedness, despite the ongoing collection of rent derived from the Lands;
 - c. the Debtors are unable to repay the amounts owing to Portage, and to the petitioner, with interest continuing to accrue to both, which is not being paid, and which has not been paid since September 2025 on account of the Portage Indebtedness and October 2025 on account of the Price Capital Indebtedness, despite the apparent collection of rent;
 - d. the petitioner has lost confidence in the Debtors’ management, and it does not believe that the Debtors will be able to further reduce, or pay back, the Price Capital Indebtedness;
 - e. the Lands have already been marketed since in or about April 2025, in an attempt to obtain an acceptable sale price for the Lands, including by canvassing interested parties and broadly marketing the Lands across different channels with no offer being received that would pay out the Price Capital Indebtedness;

- f. pursuant to the Appraisal, the Lands have an appraised market value that is lower than the combined registered mortgages over the Lands, presenting a current equity shortfall, and a significant shortfall to the petitioner.
 - g. there is a material risk of further erosion of value of the Lands, including through continued accrual of interest, the absence of a coordinated and supervised sales process, and the inability of the Debtors to access liquidity or refinancing alternatives;
 - h. the immediate appointment of a receiver and a coordinated sales process is necessary and appropriate to preserve and maximize value for stakeholders through an orderly, transparent, and court-supervised sales process conducted by an independent officer of this Court. Portage, the first-ranking secured creditor of the Debtors, is supportive of the Orders sought in this Petition;
 - i. to protect the petitioner's security and realize value for all stakeholders,;
 - j. the petitioner's security specifically contemplates the appointment of a receiver over the Lands by court order. Absent such order, which will, among other things, authorize the receiver to sell assets and facilitate sales by way of an approval and vesting order or a reverse vesting order, there is, practically, no ability for a receiver to complete the sale of the Lands;
 - k. there is no doubt that a receiver is able to preserve and safeguard the Lands as effectively as the Debtors; and
 - l. the appointment of a receiver shall ensure that the value of the Lands is maximized for the benefit of all stakeholders, including through the proposed Sales Process, together with the ability to seek a reverse vesting order in respect of the sale of the Lands.
8. The petitioner is contractually entitled to recover its legal costs on a full indemnity basis, given the terms of the Price Capital Security.

Peace River Partnership v. Cardero Coal Ltd., 2023 BCCA 351;
Blueshore Financial v. 1134038 B.C. Ltd., 2023 BCSC 2304.

Proposed Sales Process Should be Granted

9. Although the decision to approve a particular form of sales process is distinct from the approval of a proposed sale, the reasonableness and adequacy of any sales process proposed by a court-appointed receiver must be assessed in light of the factors which a court will take into account when considering the approval of a proposed sale.
- CCM Master Qualified Fund v. blutip Power Technologies*, 2012 ONSC 1750 ("CCM") at ¶6;
Walter Energy Canada Holdings Inc. Re, 2016 BCSC 107 at ¶20.
10. Determining whether to approve a sale and marketing process proposed by a court-appointed receiver requires a consideration of the factors below, all of which, when applied to the facts of this case, support the approval of the Sales Process being proposed:

- (a) **the fairness, transparency, and integrity of the proposed process:** The Sales Process being proposed is fair, transparent and objective. In developing the timelines and process for the Sales Process being proposed, a number of factors were considered, including that: (i) the prospective bidders have reasonable time to perform the required due diligence to submit their bids, and (ii) the Lands have already been exposed to the market. In addition, the phased approach to the bidding and Auction process minimizes the risk of prolonged legal proceedings, which helps to reduce costs.
- (b) **the commercial efficacy of the proposed process in light of the specific circumstances facing the receiver:** The Sales Process being proposed is commercially efficacious, as it contemplates broad exposure of the opportunity to the market combined with appropriate flexibility. The Receiver will be assisted by the Sales Agent, who is familiar with the Lands, and interested parties will have time to conduct due diligence, and (if they are designated as Qualified Bidders) further additional time to finalize and put forward their binding offers.
- (c) **whether the sales process will optimize the chances, in the particular circumstances, of securing the best possible price for the assets up for sale:** The Sales Process being proposed facilitates comprehensive marketing of the Lands and provides adequate time and information for interested parties to put forward their best possible bids, with appropriate flexibility. Further, the Sales Agent is incentivized (by the terms of the Listing Agreement) to seek the best possible price for the Lands. The Stalking Horse APS provides protection against the risk that a superior transaction is not identified, but it should not have a chilling effect on those potential purchasers that legitimately have the capital and interest necessary to consummate a transaction of this nature.

CCM at ¶6, cited in *Freshlocal Solutions Inc. (Re)*, 2022 BCSC 1616 at ¶28.

11. Portage, the first-ranking secured creditor of the Debtors, supports the Sales Process being proposed, as does the proposed Receiver.
12. Accordingly, the petitioner submits that the Sales Process being proposed be approved and the Sales Process Order be granted.

Listing Agreement

13. Section 243(1)(c) of the BIA grants this Court the authority to appoint a receiver to “take any other action that the court considers “advisable” if it is “just and convenient” to do so.
14. Approval of the Listing Agreement is appropriate and necessary in the circumstances because such approval ensures certainty regarding the terms upon which the Sales Agent is to be engaged and remunerated, allowing the Receiver and the Sales Agent to move forward with confidence to implement the Sales Process, if approved.
15. The commission rate charged by the Sales Agent is consistent with market rates and the commission structure provides an incentive to the Sales Agent to secure an offer higher than the Stalking Horse Bid.

16. In addition, the Sales Agent is familiar with the Lands given its previous involvement listing and marketing the Lands for sale under the engagement of the Debtors.

Stalking Horse APS

17. A stalking horse bid is a legitimate means to maximize recovery in receivership proceedings. As a result, Canadian courts frequently approve the inclusion of stalking horse bids in sale and marketing processes.

Farm Credit Canada v. Gidda, 2015 BCSC 2188 at ¶36;
P218 Enterprises Ltd., 2014 BCSC 1855 (“P218”) at ¶20;
CCM at ¶7.

18. This Court held that the factors below must be considered when determining the reasonableness of a stalking horse bid, all of which support the approval of the Stalking Horse APS as the Stalking Horse Bid in the Sales Process:

- (a) **whether the receiver has made a sufficient effort to get the best price and has not acted improvidently:** The lack of viable offers from the previous sale and marketing process suggests that the Stalking Horse APS is fair and reasonable in the circumstances, and appropriate to act as a stalking horse bid;
- (b) **the efficacy and integrity of the receiver’s proposed sale process by which offers were obtained:** The Stalking Horse APS sets a floor price that will be sufficient to pay, in a reasonable period of time, the Portage Indebtedness and all prior-ranking amounts. This provides certainty for the Debtors’ key stakeholders, while allowing for the possibility of recovery for subsequent-ranking creditors. Further, the Stalking Horse APS does not contemplate a break fee, and the Expense Reimbursement is below market for bid protections approved in comparable insolvency cases. As such, the Stalking Horse APS should not have a chilling effect on the market. Interested parties have sufficient time to conduct due diligence, and further time to finalize and submit binding offers;
- (c) **whether there has been unfairness in the working out of the process:** There has been no unfairness in the process leading up to the execution of the Stalking Horse APS. In addition, as discussed above, the Sales Process being proposed is fair and transparent; and
- (d) **the interests of all parties:** Portage, the first-ranking secured creditor of the Debtors, supports the approval of the Stalking Horse APS. Further, the Sales Process being proposed provides for the possibility of recovery for the Debtors’ subsequent ranking creditors.

P218 at ¶21.

19. Bid protections in the form of expense reimbursement provisions, together with break fees, are frequently approved in the context of stalking horse bids. The Ontario Superior Court of Justice has held that:

[41] Break fees and expense and costs reimbursements in favour of a stalking horse bidder are frequently approved in insolvency proceedings. Break fees do not merely

reflect the cost to the purchaser of putting together the stalking horse bid. A break fee may be the price of stability, and thus some premium over simply providing for out of pocket expenses may be expected, Daniel R. Dowdall & Jane O. Dietrich, “Do Stalking Horses Have a Place in Intra-Canadian Insolvencies”, 2005 ANNREVINSOLV 1 at 4.

Danier Leather Inc. (Re), 2016 ONSC (“*Danier Leather*”) 1044 at ¶41;
In the matter of Black Press Ltd., No. S240259 Vancouver Registry, SISP Approval
Order of the Supreme Court of British Columbia dated January 25, 2024.

20. Expense reimbursements in the range of 2% have been frequently approved by Canadian courts.

Danier Leather at ¶42;
Kruger v. Wild Goose Vintners Inc., 2021 BCSC 1406;
Validus Power Corp. et al. and Macquarrie Equipment Finance Limited, 2023 ONSC 6367
at ¶111, citing CCM at ¶13.

21. The Stalking Horse APS does not provide for a break fee. Instead, it only provides for the Expense Reimbursement. The Expense Reimbursement is capped at \$200,000, which is less than 1% of the purchase price in the Stalking Horse APS.
22. As a result, the bid protections provided for in the Stalking Horse APS are, proportionately, significantly less than the quantum of bid protections provided for in comparable transactions.
23. Given this, the Expense Reimbursement is unlikely to discourage a third party from submitting an offer in the Sales Process being proposed. In addition, without the Expense Reimbursement protection, the Stalking Horse Purchaser would have little incentive to act as a stalking horse bidder.
24. Accordingly, the Expense Reimbursement is reasonable and appropriate in the circumstances.
25. Given all of this, the petitioner respectfully requests that this Honourable Court approve the Stalking Horse APS as the stalking horse bid in the Sales Process being proposed, including the Expense Reimbursement, and grant the Sales Process Order.

Sealing Order Should be Granted

26. This Court has the discretion to grant the proposed Sealing Order, where, as is the case here:
- a. court openness poses a serious risk to an important public interest;
 - b. it is necessary to prevent this serious risk to the identified interest because reasonable alternative measures will not prevent this risk; and
 - c. as a matter of proportionality, the benefits of the order outweigh its negative effects.

Sherman Estate v. Donovan, 2021 SCC 25 at ¶38;
Sierra Club v. Canada (Minister of Finance), 2002 SCC 41 at ¶53.

27. Courts have consistently recognized that the disclosure of purchase price information in insolvency proceedings jeopardizes dealings with future prospective purchasers, contrary to the important public interests in facilitating the maximization of value of debtors' assets and preserving the integrity of distressed sale processes.

Walter Energy Canada Holdings, Inc. (Re), 2018 BCSC 529 at ¶11;
Alderbridge Way GP Ltd. (Re), 2022 BCSC 1436 at ¶26-27;
Trevali Mining Corporation (Re), 2022 BCSC 2442 at ¶9-11;
Realtech Capital Group Inc. v. 8866999 (New Oakridge) Ltd., 2023 BCSC 2188 at ¶5-7,13;
Re Danier Leather, 2016 ONSC 1044, at ¶84.

28. Here, the proposed Sealing Order is the only practical means by which the commercially sensitive information in the Appraisal can be protected and is necessary to preserve the integrity of the Sale Process and maximize the value of the Property. To mitigate its potential negative effects, the proposed Sealing Order is temporally limited until the filing of the Termination Certificate.
29. The salutary effects of preserving the integrity of the Sale Process and maximizing the value of the Property outweigh any negative effects likely to result from the proposed Sealing Order.
30. In all of the circumstances, the Sealing Order serves to protect the integrity of the Sales Process being sought to the benefit of all parties.

Part 4: MATERIAL TO BE RELIED UPON

1. Affidavit #1 of Michael Foy, made December 15, 2025;
2. Affidavit #1 of Sharon Martin, made February 6, 2026;
3. Affidavit #2 of Sharon Marin, made February 10, 2026;
4. Pre-filing Report of the Proposed Receiver, to be filed; and
5. Such further evidence as counsel may advise and this Honourable Court may permit.

DATED: February 10, 2026.



McQUARRIE HUNTER LLP
Signature of lawyer for the Petitioner

To be completed by the court only:

Order made

in the terms requested in paragraphs 1-2 of Part 1 of this petition

with the following variations and additional terms:

Date:

Signature of Judge Associate Judge

SCHEDULE "A"

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PRICE CAPITAL PARTNERS INC.

PETITIONER

AND:

1274877 B.C. LTD.,
KINNAIRD KONVERSION LIMITED PARTNERSHIP,
KINNAIRD KONVERSION GP INC.

RESPONDENTS

ORDER MADE AFTER APPLICATION
RECEIVERSHIP ORDER

BEFORE) THE HONOURABLE JUSTICE BRONGERS) February 17, 2026
))

ON THE APPLICATION of the petitioner, Price Capital Partners Inc. ("**Price Capital**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**"), appointing KSV Restructuring Inc. ("**KSV**") as receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and property, including the Lands (as defined below), of 1274877 B.C. Ltd., Kinnaird Konversion Limited Partnership, and Kinnaird Konversion GP Inc. (collectively, the "**Debtors**") coming on for hearing this day at 800 Smithe Street, Vancouver, British Columbia;

AND ON READING the Affidavit #1 of Michael Foy, sworn December 15, 2025 and the Pre-filing Report of the Proposed Receiver; **AND ON HEARING** Dan A. T. Moseley, counsel for the petitioner, and those other counsel as listed in Schedule "A" hereto, and no one else appearing, although duly served;

THIS COURT DECLARES AND ORDERS that:

1. The time for service of the Petition and materials filed in support of this Order (collectively, the "**Application**") is hereby abridged such that service of the Application is deemed to be timely and sufficient and the Application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the BIA and section 39 of the LEA, effective as at 12:01 a.m. on February 17, 2026, KSV is appointed as the Receiver, without security, of all of the assets, undertakings and property of the Debtors, including the lands enumerated

in Schedule "B" hereto (the "**Lands**"), and including all proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

3. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories, and placing insurance coverage;
 - (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, construction managers, project managers, contractors, subcontractors, trades, engineers, quantity surveyors, appraiser, real estate brokers, counsel and such other persons, from time to time, and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
 - (g) to settle, extend or compromise any indebtedness owing to the Debtors;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
 - (i) to 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 sale as the Receiver considers appropriate;
 - (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
 - (k) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the

Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

- (l) to sell, convey, transfer, lease or assign the Property, or any part or parts thereof, out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons

acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided,

however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license, or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the

monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the Wage Earner Protection Program Act, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of

the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
21. 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 Supreme Court of British Columbia and may be heard on a summary basis.
22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates

and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
24. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the **"Receiver's Certificates"**) for any amount borrowed by it pursuant to this Order.
26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

27. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall establish and maintain a website in respect of these proceedings at: www.ksvadvisory.com/case/kinnaird (the **"Website"**) and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are

confidential and the subject of a sealing order or pending application for a sealing order.

29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule "D" (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
32. Notwithstanding paragraph 31 of this Order, service of the petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
33. The Receiver and its counsel are authorized to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, 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 such courts, tribunals and regulatory and administrative bodies are 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.
38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
39. The petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the petitioner's security or, if not so provided by the petitioner's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.
40. Endorsement of this Order by counsel appearing on this application other than the petitioner is dispensed with.

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

Signature of Dan A. T. Moseley

lawyer for petitioner

Price Capital Partners Inc.

BY THE COURT

REGISTRAR

SCHEDULE "A"

List of Counsel

COUNSEL NAME	PARTY REPRESENTED
Bennett Jones LLP 666 Burrard Street, Suite 2500 Vancouver, BC V6C 2X8 Attn: Andrew Frogh froha@bennettjones.com	KSV Restructuring Inc., in its capacity as the proposed Receiver
Cassels Brock & Blackwell LLP Suite 2200, RBC Place 885 West Georgia Street Vancouver, BC V6C 3E8 Attn: Vicki Tickle vtickle@cassels.com	Portage Capital Nominee Corp.

SCHEDULE "B"

Legal Description 65 First Street, New Westminster, British Columbia

Unit	PID	Legal Description
#218	000-812-277	Strata Lot 1 Block 19 New Westminster District Strata Plan NW2195
#219	000-813-460	Strata Lot 2 Block 19 New Westminster District Strata Plan NW2195
#220	000-813-478	Strata Lot 3 Block 19 New Westminster District Strata Plan NW2195
#221	000-813-494	Strata Lot 4 Block 19 New Westminster District Strata Plan NW2195
#217	000-813-508	Strata Lot 5 Block 19 New Westminster District Strata Plan NW2195
#314	000-813-516	Strata Lot 6 Block 19 New Westminster District Strata Plan NW2195
#316	000-813-532	Strata Lot 7 Block 19 New Westminster District Strata Plan NW2195
#318	000-813-541	Strata Lot 8 Block 19 New Westminster District Strata Plan NW2195
#319	000-813-559	Strata Lot 9 Block 19 New Westminster District Strata Plan NW2195
#320	000-813-567	Strata Lot 10 Block 19 New Westminster District Strata Plan NW2195
#321	000-813-583	Strata Lot 11 Block 19 New Westminster District Strata Plan NW2195
#317	000-813-591	Strata Lot 12 Block 19 New Westminster District Strata Plan NW2195
#315	000-813-605	Strata Lot 13 Block 19 New Westminster District Strata Plan NW2195
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#602	000-814-016	Strata Lot 46 Block 19 New Westminster District Strata Plan NW2195
#603	000-814-024	Strata Lot 47 Block 19 New Westminster District Strata Plan NW2195
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#607	000-814-130	Strata Lot 55 Block 19 New Westminster District Strata Plan NW2195
#706	000-814-148	Strata Lot 56 Block 19 New Westminster District Strata Plan NW2195
#701	000-814-156	Strata Lot 57 Block 19 New Westminster District Strata Plan NW2195
#702	000-814-164	Strata Lot 58 Block 19 New Westminster District Strata Plan NW2195
#703	000-814-172	Strata Lot 59 Block 19 New Westminster District Strata Plan NW2195
#704	000-814-181	Strata Lot 60 Block 19 New Westminster District Strata Plan NW2195
#705	000-814-199	Strata Lot 61 Block 19 New Westminster District Strata Plan NW2195

(the “**Lands**”).

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the Receiver and Manager (the "**Receiver**") of all of the assets, undertakings and properties of 1274877 B.C. Ltd., Kinnaird Konversion Limited Partnership, and Kinnaird Konversion GP Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the 17th day of February 2026 (the "**Order**") made in SCBC Action No. _____ has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the Bankruptcy and Insolvency Act, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 202__.

KSV Restructuring Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per:
Name:
Title:

SCHEDULE "D"

DEMAND FOR NOTICE

TO: **Price Capital Partners Inc.**
c/o **McQuarrie Hunter LLP**
Attention: Dan A. T. Moseley
Email: dmosley@mcquarrie.com

AND TO: **KSV Restructuring Inc., in its capacity as Receiver of the Property of 1274877 B.C. Ltd., Kinnaird Konversion Limited Partnership, and Kinnaird Konversion GP Inc.**
Attention: Noah Goldstein & Ross Graham
Email: ngoldstein@ksvadvisory.com; rgraham@ksvadvisory.com

AND TO: **Bennett Jones LLP**
Attention: Sean Zweig & Andrew Froh
Email: zweigs@bennettjones.com; froha@bennettjones.com

Re: In the matter of the Receivership of 1274877 B.C. Ltd., Kinnaird Konversion Limited Partnership, and Kinnaird Konversion GP Inc.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

SALES PROCESS

4. The Sales Process, subject to any amendments thereto that may be made in accordance therewith, be and is hereby approved.
5. The Receiver, and its advisors (including the Sales Agent), are hereby authorized and directed to implement the Sales Process in accordance with the terms of the Sales Process and the terms of this Order, and to do all things as are reasonably necessary or desirable in carrying out its obligations thereunder.
6. The Receiver, and its assistants, affiliates, partners, directors, employees, advisors, agents, and controlling person shall have no liability or obligation with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of performing their duties under the Sales Process, except to the extent of such losses, claims, damages, or liabilities arising or resulting from the gross negligence or willful misconduct of the Receiver, as determined by this Court.

PIPEDA

7. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, and any similar legislation in any other applicable jurisdictions, the Receiver is hereby authorized and permitted to disclose and provide to its agents and any Qualified Bidders in the Sales Process, personal information of identifiable individuals but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the Sales Process (each a “**Contemplated Transaction**”). Each person to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Contemplated Transaction, and if it does not complete a Contemplated Transaction, shall return all such information to the Receiver, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Receiver. Any purchaser under a Contemplated Transaction shall maintain and protect the privacy of such information and, upon closing of a Contemplated Transaction, shall be entitled to use the personal information provided to it that is related to the business and/or the property acquired pursuant to the Sales Process in a manner that is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Receiver.

STALKING HORSE APPROVAL

8. The Receiver is hereby authorized and empowered, *nunc pro tunc*, to execute and enter into the Stalking Horse APS, in the form attached as Appendix “A” to the Pre-filing Report substantially on the terms set forth therein, subject to such amendments, additions, and/or deletions permitted by the Stalking Horse APS and as may be negotiated between the Receiver and the petitioner.
9. The Stalking Horse Bid submitted by the petitioner is hereby approved as the Stalking Horse Bid pursuant to and for the purposes of the Sales Process, provided that nothing herein approves the sale to and the vesting of any assets or property in the petitioner and

pursuant to the Stalking Horse Bid and that the approval of the sale and vesting of such assets and property shall be considered by this Court on a subsequent application made to this Court, if the petitioner is the Successful Bidder (as defined in the Sales Process) pursuant to the Sales Process.

EXPENSE REIMBURSEMENT

10. The Expense Reimbursement is hereby approved, and the Receiver is hereby authorized and empowered to pay the Expense Reimbursement to the Stalking Horse Purchaser in the manner and in the circumstances described in the Stalking Horse APS.

GENERAL

11. The Receiver may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the discharge of its powers and duties under this Order or the interpretation or application of this Order at any time.
12. 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.
13. 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 Dan A. T. Moseley
 lawyer for petitioner
Price Capital Partners Inc.

BY THE COURT

REGISTRAR

SCHEDULE "A"

List of Counsel

COUNSEL NAME	PARTY REPRESENTED
Bennett Jones LLP 666 Burrard Street, Suite 2500 Vancouver, BC V6C 2X8 Attn: Andrew Frogh froha@bennettjones.com	KSV Restructuring Inc., in its capacity as the proposed Receiver
Cassels Brock & Blackwell LLP Suite 2200, RBC Place 885 West Georgia Street Vancouver, BC V6C 3E8 Attn: Vicki Tickle vtickle@cassels.com	Portage Capital Nominee Corp.

Schedule “B”

Sales Process

INTRODUCTION

1. On February 17, 2026, the Supreme Court of British Columbia (the “**Court**”) pronounced an Order (the “**Receivership Order**”) appointing KSV Restructuring Inc. as receiver and manager (in such capacity, the “**Receiver**”) pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, without security, of all assets, undertakings, and property (collectively, the “**Property**”) of the respondents, 1274877 B.C. Ltd., Kinnaird Konversion Limited Partnership, and Kinnaird Konversion GP Inc. (collectively, the “**Debtors**”).
2. The Property of the Debtors includes lands and premises located at 65 First Street, New Westminster, British Columbia, sometimes referred to as “**Kinnaird Place**”, and legally described as:

Unit	PID	Legal Description
#218	000-812-277	Strata Lot 1 Block 19 New Westminster District Strata Plan NW2195
#219	000-813-460	Strata Lot 2 Block 19 New Westminster District Strata Plan NW2195
#220	000-813-478	Strata Lot 3 Block 19 New Westminster District Strata Plan NW2195
#221	000-813-494	Strata Lot 4 Block 19 New Westminster District Strata Plan NW2195
#217	000-813-508	Strata Lot 5 Block 19 New Westminster District Strata Plan NW2195
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#316	000-813-532	Strata Lot 7 Block 19 New Westminster District Strata Plan NW2195
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#515	000-813-923	Strata Lot 39 Block 19 New Westminster District Strata Plan NW2195
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#704	000-814-181	Strata Lot 60 Block 19 New Westminster District Strata Plan NW2195
#705	000-814-199	Strata Lot 61 Block 19 New Westminster District Strata Plan NW2195

(collectively, the “**Lands**”).

3. On or about February 17, 2026, the Court granted an Order (the “**Sales Process Order**”) approving the sales solicitation procedures set forth herein (the “**SSP Procedures**”) together with approval of the Stalking Horse APS to stand as the Stalking Horse Bid, subject to certain conditions, adjustments, and other terms and conditions set out therein. The Sales Process Order and the SSP Procedures shall exclusively govern the process (the “Sales Process”) for soliciting and selecting bids for the sale of all, or substantially all, of the Property of the Debtors.

4. All dollar amounts expressed herein, unless otherwise noted, are in Canadian currency. Capitalized terms used, but not otherwise defined herein, have the meanings given to such terms in the Stalking Horse APS.

STALKING HORSE APS

5. The Stalking Horse APS has been approved as the stalking horse bid pursuant to the Sales Process Order.

SSP PROCEDURES

6. These SSP Procedures describe, among other things, the Property available for sale, the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Receivership Property, the manner in which bidders and bids become Qualified Bidders (as defined below) and Qualified Bids (as defined below), respectively, the receipt and negotiation of bids received, the ultimate selection of one or more Successful Bids (as defined below), and the approval thereof by the Court.
7. The Receiver shall administer the SSP Procedures and may (but shall not be required to) engage a sales agent or broker of its choosing (if applicable, the “**Sales Agent**”). In the event that there is a disagreement as to the interpretation or application of this SSP Procedure, the Court will have jurisdiction to hear and resolve such dispute.
8. The Receiver will use reasonable efforts to complete the SSP Procedures in accordance with the timelines set out herein. The Receiver shall be permitted to make such adjustments to the timeline that it determines are reasonably necessary.

OPPORTUNITY

9. The SSP Procedures are intended to solicit interest in, and opportunities for, a sale of the Property, including the Lands (the “**Sale**”).
10. The Receiver has entered into the Stalking Horse APS which constitutes a Qualified Bid for all purposes and at all times under the SSP Procedures. The purchase price for the Purchased Assets under the APS, exclusive of all applicable transfer taxes, is a bid in the amount equal to the Estimated Purchase Price (as defined in the APS) and any other amounts pursuant to the closing documents required in the APS (the “Purchase Price”).
11. Notwithstanding the Stalking Horse APS, all interested parties are encouraged to submit Qualified Bids.

SALES PROCESS TIMELINE

12. The Sales Process shall be conducted subject to the terms hereof and the following key milestones, with specific dates based on the assumption that the Sale Process Order is granted on February 17, 2026:

SISP Process	Deadline
Commence solicitation	As soon as practicable after the granting of the Sales Process Order
LOI Deadline	30 calendar days (March 17, 2026) at 5:00 pm PT
Final Bid Deadline	45 calendar days (April 3, 2026) at 5:00 pm PT
Deadline for Qualified Bid determination and notification of Auction (if necessary)	48 calendar days (April 6, 2026) at 5:00 pm PT
Auction (if necessary)	within 5 business days of the Receiver determining that the Auction will take place (April 6, 2026)
Approval of Successful Bid	no later than 15 business days following the section (or deemed selection) of the Successful Bid
Closing of Successful Bid	30 business days following court approval, or any other date as may be agreed on in writing by both the Receiver and Purchaser following court approval

AS-IS, WHERE-IS

13. The sale of the Property will be on an “as-is, where-is” basis and without surviving representations, warranties, covenants, or indemnities of any kind, nature, or description by the Receiver, or by any of its agents, except to the extent set forth in the relevant final sale agreement with the Successful Bidder.

FREE OF ANY AND ALL CLAIMS AND INTEREST

14. In the event of a Sale, all of the right, title and interest of the Debtors in and to the Receivership Property sold or transferred will, at the time of such sale or transfer, be sold or transferred free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively the “**Claims and Interests**”) pursuant to one or more vesting or reverse vesting orders made by the Court. Contemporaneously with such vesting or reverse vesting orders being made, all such Claims and Interests shall attach to the net proceeds of the sale of such property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant sale agreement with a Successful Bidder.

SOLICITATION OF INTEREST

15. As soon as reasonably practicable following the granting of the Sales Process Order and, in any event, by no later than three calendar days after commencement of the Sales Process, the Receiver will:
 - a. cause a notice of the Sale Process contemplated by these SSP Procedures, and such other relevant information which the Receiver considers appropriate, to be published in applicable industry publications, websites and/or forums; and

- b. in consultation with the Sales Agent, prepare a summary describing the opportunity, outlining the SSP Procedures and inviting recipients to express their interest in making a Qualified Bid (a **"Teaser Letter"**) for distribution to potential bidders.

PARTICIPATION REQUIREMENTS AND DUE DILIGENCE

16. In order to participate in the Sales Process, an interested party must deliver to the Receiver:
 - a. no later than 5:00 p.m. Pacific Time on the date that is thirty (30) calendar days following the granting of the Sales Process Order;
 - b. at the address specified herein (including by email); and
 - c. prior to the distribution of any confidential information by the Receiver and/or the Sales Agent to such interested party (including access to the confidential virtual data room (the **"VDR"**)),

a letter of intent (**"LOI"**) and an executed non-disclosure agreement in form and substance satisfactory to the Receiver (an **"NDA"**), which shall inure to the benefit of any Successful Bidder (as defined below) that closes a transaction contemplated by a Successful Bid (as defined below).

17. A potential bidder that has executed an NDA, as described above, and who the Receiver, in its sole discretion, determines has a reasonable prospect of completing a Sale contemplated herein, will be deemed a **"Qualified Bidder"** and will be promptly notified of such classification by the Receiver.
18. The Receiver shall provide any person deemed to be a Qualified Bidder with access to the VDR and the Receiver shall provide to Qualified Bidders further access to such reasonably required due diligence materials and information relating to the Receivership Property as the Receiver deems appropriate. The Receiver makes no representation or warranty as to the information to be provided through the due diligence process 'or otherwise, regardless of whether such information is provided in written, oral or any other form, except to the extent otherwise contemplated under any definitive sale agreement with a Successful Bidder executed and delivered by the Receiver and approved by the Court.
19. Upon the reasonable request of a Qualified Bidder, on-site inspections of the Property may be arranged by the Receiver in its sole discretion. Only one site visit will be organized for each Qualified Bidder.

SUBMISSION OF QUALIFIED BIDS

20. A Qualified Bidder that desires to make a bid for the Property must deliver a final, written, binding offer (each, a **"Final Bid"**) in the form of a fully executed purchase and sale agreement substantially in the form of the template agreement of purchase and sale located in the VDR (the **"Template APS"**) to the Receiver at the address specified herein (including by email transmission) so as to be received by the Receiver not later than 5:00 p.m. Pacific Time on the date that is forty-five (45) calendar days following the granting of the Sales Process Order, or such later date as may be agreed by the Receiver and communicated in writing to all Qualified Bidders (the **"Final Bid Deadline"**).

REQUIREMENTS FOR QUALIFIED BID

21. A Final Bid will only be considered a Qualified Bid if it is submitted by a Qualified Bidder and complies with the following conditions (each, a “**Qualified Bid**”):
- a. it has been received by the Final Bid Deadline;
 - b. it provides for the payment in full and in cash of at least the Purchase Price plus the Expense Reimbursement (both, as defined in the Stalking Horse_APS);
 - c. it contains a duly executed purchase and sale agreement substantially in the form of the Template APS and a blackline of the executed purchase and sale agreement to the Template APS;
 - d. it includes a letter stating that the Final Bid is irrevocable until there is a Successful Bid (as defined below), provided that if such Qualified Bidder is selected as the Successful Bidder, its Final Bid shall remain an irrevocable offer until the earlier of (i) the completion of the sale to the Successful Bidder and (ii) the Outside Date (as defined below);
 - e. it provides written evidence, satisfactory to the Receiver, of (i) a firm, irrevocable financial commitment for all required funding or financing or (ii) evidence of the Qualified Bidder's financial wherewithal to close the bid using unencumbered funds on hand;
 - f. it does not include any request for or entitlement to any expense reimbursement or similar type of payment;
 - g. it is accompanied by a deposit (the “**Deposit**”) in the form of a wire transfer to a bank account specified by the Receiver, or such other form of payment acceptable to the Receiver, payable to the order of the Receiver, in trust, in an amount \$250,000.00 to be held and dealt with in accordance with these SSP Procedures;
 - h. it is not conditional upon:
 - i. the outcome of unperformed due diligence by the Qualified Bidder; and/or
 - ii. obtaining financing;
 - i. it includes an acknowledgement and representation that the Qualified Bidder:
 - i. has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its Qualified Bid;
 - ii. did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, including by the Receiver, or any of its advisors, except as expressly stated in the purchase and sale agreement submitted by it;
 - iii. is a sophisticated party capable of making its own assessments in respect of making its Qualified Bid; and

- iv. has had the benefit of independent legal advice in connection with its Qualified Bid; and
 - j. it contains evidence of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body), if applicable.
22. The Purchaser shall be deemed to be a Qualified Bidder, and the Final Bid shall be deemed to be a Qualified Bid, for all purposes of these SSP Procedures, including for purposes of the Auction (if applicable).
23. The Receiver may, in its reasonable discretion, waive compliance with any one or more of the Qualified Bid requirements specified herein, and deem such non-compliant bid to be a Qualified Bid in accordance with these SSP Procedures.

NO QUALIFIED BIDS RECEIVED

24. If the Receiver does not receive any Qualified Bids before the Final Bid Deadline, then the Stalking Horse APS will be automatically approved and accepted by the Receiver and the Receiver shall take steps to perform Sections 26(a), 26(b), 26(c) and 26(d) below.

ASSESSMENT OF QUALIFIED BIDS

25. If the Receiver receives Qualified Bids before the Final Bid Deadline, it will assess the Qualified Bids received to determine whether it is likely that the transactions contemplated by such Qualified Bids are likely to be consummated. Such assessments will be made as promptly as practicable but no later than 5:00 p.m. Pacific Time on the date that is forty-eight (48) calendar days following the granting of the Sales Process Order.
26. If the Receiver determines that no Qualified Bids other than the Stalking Horse APS were received, or at least one additional Qualified Bid was received but it is not likely that the transactions contemplated in any such Qualified Bids will be consummated, the Receiver shall:
- a. forthwith terminate these SSP Procedures;
 - b. notify each Qualified Bidder (if any) that these SSP Procedures have been terminated;
 - c. notify the Purchaser that it is the Successful Bidder, and
 - d. as soon as reasonable practicable after such termination, file an application with the Court seeking approval, after notice and hearing, to implement the Stalking Horse APS.
27. If one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Receiver on or before the Qualified Bid Deadline, the Receiver will proceed with an auction process to determine the successful bid(s) (the "**Auction**"). The successful bid(s) selected within the Auction shall constitute the "**Successful Bid**". Forthwith upon determining to proceed with an Auction, the Receiver shall provide written notice to each party that submitted a Qualified Bid (including the Stalking Horse Purchaser) in accordance with the terms herein, along with copies of Qualified Bids and a statement by the Receiver specifying which Qualified Bid is the leading bid.

AUCTION

28. If an Auction is to be held, the Receiver will conduct the Auction commencing at 10:00 a.m. Pacific Time within three (3) Business Days of the Receiver determining that the Auction will take place (the "Auction Date"), at the offices of the Receiver's legal counsel, Bennett Jones LLP, Suite 2500, 666 Burrard Street, Vancouver, British Columbia, or such other location as shall be timely communicated to all entities entitled to attend at the Auction, subject to such adjournments as the Receiver may consider appropriate.
29. The Auction shall run in accordance with the following procedures:
- a. prior to 4:00 p.m. Pacific Time on the day before the Auction Date, each Qualified Bidder that has made a Qualified Bid and the Purchaser, must inform the Receiver whether it intends to participate in the Auction (the parties who so inform the Receiver that they intend to participate are hereinafter referred to as the "**Auction Bidders**");
 - b. the identity of each Auction Bidder participating in the Auction will be disclosed, on a confidential basis, to each other Auction Bidder participating in the Auction;
 - c. only representatives of the Auction Bidders, the Receiver, the Sales Agent and such other persons as permitted by the Receiver (and the advisors to each of the foregoing entities) are entitled to attend the Auction in person (and the Receiver shall have the discretion to allow such persons to attend by video- or tele-conference);
 - d. the Receiver may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances, for conducting the Auction, including with respect to the ability of multiple Auction Bidders to combine to present a single bid, provided that such rules are (i) not inconsistent with these SSP Procedures, general practice in insolvency proceedings, or the Receivership Order and (ii) disclosed to each Auction Bidder at the Auction;
 - e. all Auction Bidders must have at least one individual representative with authority to bind such Auction Bidder present in person at the Auction;
 - f. the Receiver shall arrange to have a court reporter attend at the Auction;
 - g. each Auction Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction, that it has not engaged in any collusion with any other person, without the express written consent of the Receiver, regarding the Sales Process, that has not been disclosed to all other Auction Bidders;
 - h. prior to the Auction, the Receiver will provide unredacted copies of the Qualified Bid(s) which the Receiver believes is/are (individually or in the aggregate) the highest or otherwise best Qualified Bid(s) (the "**Starting Bid**") to the Purchaser and to all Qualified Bidders that have made a Qualified Bid;
 - i. bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (a "**Subsequent Bid**") that the Receiver determines is (i) for the first round, a higher or otherwise better offer than the Starting Bid, and (ii) for subsequent rounds, a higher or otherwise better offer than the then current highest and best bid (the

- “**Leading Bid**”), in each case by at least \$100,000.00, or such amount as may be determined by the Receiver prior to, and announced at, the Auction;
- j. the Purchaser shall be permitted, in its sole discretion, to submit Subsequent Bids, which Subsequent Bids may be comprised of increased credit bids up to the full amount of the secured indebtedness owing by the applicable Debtors to the Purchaser, provided, however, that such Subsequent Bids are made in accordance with these SSP Procedures;
 - k. to the extent not previously provided (which shall be determined by the Receiver), an Auction Bidder submitting a Subsequent Bid must submit, at the Receiver's discretion, as part of its Subsequent Bid, written evidence (in the form of financial disclosure or credit quality support information or enhancement reasonably acceptable to the Receiver), demonstrating such Auction Bidder's ability to close the transaction proposed by the Subsequent Bid;
 - l. only the Auction Bidders will be entitled to make a Subsequent Bid at the Auction; provided, however, that in the event that any Qualified Bidder elects not to attend and/or participate in the Auction, such Qualified Bidder's Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder, if it is selected as the Successful Bid (as defined below);
 - m. all Auction Bidders shall have the right to, at any time, request that the Receiver announce the then-current Leading Bid and, to the extent requested by any Auction Bidder, use reasonable efforts to clarify any and all questions such Auction Bidder may have regarding the Leading Bid;
 - n. the Receiver reserves the right, in its reasonable business judgment, to make one or more adjournments in the Auction to, among other things (i) facilitate discussions between the Receiver and the Auction Bidders; (ii) allow the individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and best offer at any given time in the Auction; and (iv) give Auction Bidders the opportunity to provide the Receiver with such additional evidence as the Receiver, in its reasonable business judgment, may require that that Auction Bidder has sufficient internal resources to consummate the proposed transaction at the prevailing overbid amount;
 - o. if, in any round of bidding, no new Subsequent Bid is made, the Auction shall be closed; and
 - p. no bids shall be considered after the conclusion of the Auction.
30. At the end of the Auction, the Receiver shall select the successful bid (the “**Successful Bid**”, with such bidder being the “**Successful Bidder**”). Upon selection of a Successful Bidder, the Successful Bidder shall deliver as soon as practicable an executed transaction document, which reflects its bid and any other modifications submitted and agreed to during the Auction, prior to the filing of the application material for the hearing to consider the Approval Application (as defined below).
31. If an Auction is conducted, the Auction Bidder and/or Qualified Bidder with the next highest or otherwise best Qualified Bid at the Auction or, if such Qualified Bidder did not participate in the Auction, submitted in this Sales Process, as determined by the Receiver, will be

designated as the backup bidder (the “**Backup Bidder**”). The Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submitted one or more overbids at the Auction, the Backup Bidder’s final overbid) (the “**Backup Bid**”) open until the earlier of (a) two business days after the date of closing of the Successful Bid; and (b) September 30, 2025 (the “**Outside Date**”).

32. The Receiver shall have selected the final Successful Bid(s) and the Backup Bid(s) as soon as reasonably practicable after the Auction Date and the definitive documentation in respect of the Successful Bid must be finalized and executed no later than ten (10) Business Days prior to the Auction Closing Date (as defined below), which definitive documentation shall be conditional only upon the receipt of the Approval Order and the express conditions set out therein and shall provide that the Successful Bidder shall use all reasonable efforts to close the proposed transaction by no later than three (3) Business Days following:
- a. expiry of applicable appeal periods in respect of the order approving the transaction; or
 - b. in the event of an appeal or application for leave to appeal, final determination of such appeal or application; or
 - c. such longer period as shall be agreed to by the Receiver in writing
- (the “**Auction Closing Date**”).

In any event, the Successful Bid must be closed by no later than the Outside Date, or such other date as may be agreed to by the Receiver in writing.

APPROVAL OR SUCCESSFUL BID

33. The Receiver shall apply to the Court (the “Approval Application”) for an order approving the Successful Bid and the Backup Bid (as applicable) and vesting title to any purchased Receivership Property in the name of the Successful Bidder or the Backup Bidder (as applicable) (the “Approval Order”). The Approval Application will be held on a date to be scheduled by the Receiver and confirmed by the Court. Subject to Court availability, the Receiver shall use best efforts to schedule the Approval Application no later than fifteen (15) Business Days following the selection (or deemed selection) of the Successful Bid. The Approval Application may be adjourned or rescheduled by the Receiver on notice to the service list prior to the Approval Application. The Receiver shall consult with the Successful Bidder and the Backup Bidder regarding the application material to be filed by the Receiver for the Approval Application, which material shall be acceptable to the Successful Bidder, acting reasonably.
34. If, following approval of the Successful Bid by the Court, the Successful Bidder fails to consummate the transaction for any reason, then such Successful Bidder will forfeit its Deposit and the Backup Bid, if there is one, will be deemed to be the Successful Bid hereunder and the Receiver shall effectuate a transaction with the Backup Bidder subject to the terms of the Backup Bid, without further order of the Court.
35. All Qualified Bids (other than the Successful Bid) shall be deemed rejected on and as of the Auction Closing Date of the Successful Bid.

DEPOSITS

36. All Deposits shall be retained by the Receiver in a bank account specified by the Receiver. If there is a Successful Bid, the Deposit paid by the Successful Bidder whose bid is approved at the Approval Application shall be applied to the purchase price to be paid by the Successful Bidder upon closing of the approved transaction and will be non-refundable. The Deposit paid by the Backup Bidder shall be retained by the Receiver until two business days after the Auction Closing Date of the Successful Bid or the Outside Date, whichever is later, or, if the Backup Bid becomes the Successful Bid, shall be released by the Receiver and applied to the purchase price to be paid upon closing of the Backup Bid.
37. All Deposits of all Qualified Bidders not selected as the Successful Bidder or Backup Bidder shall be returned to such bidders within five business days of the date upon which the Successful Bid and any Backup Bid is approved by the Court. If the Auction does not take place or these SSP Procedures are terminated in accordance with the provisions hereof, all Deposits shall be returned to the Qualified Bidders within five business days of the date upon which it is determined that the Auction will not take place or these SSP Procedures are terminated, as applicable.
38. If an entity selected as the Successful Bidder or Backup Bidder breaches its obligations to close the applicable transaction, it shall forfeit its Deposit to the Receiver; provided however that the forfeit of such Deposit shall be in addition to, and not in lieu of, any other rights in law or equity that the Receiver has against such breaching entity.

APPROVALS

39. For greater certainty, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by any other statute or are otherwise required at law in order to implement a Successful Bid or Backup Bid, as the case may be.

NOTICE

40. The addresses used for delivering documents to the Receiver as required by the terms and conditions of these SSP Procedures are set out below. A bid and all associated documentation shall be delivered to the Receiver by electronic mail, personal delivery or courier.

To the Receiver:

KSV Restructuring Inc.
2300 - 220 Bay Street,
Toronto, ON M5J 2W4

Attn: Noah Goldstein & Ross Graham

Email: ngoldstein@ksvadvisory.com & rgraham@ksvadvisory.com

with a copy to:

Bennett Jones LLP
2500 Park Place, 666 Burrard Street
Vancouver, BC V6C 2X8

Attn: Sean Zweig & Andrew Froh

Email: zweigs@bennettjones.com & froha@bennettjones.com

with a copy to:

McQuarrie Hunter LLP
1500 – 13450 102 Avenue
Surrey, BC V3T 5X3

Attn: Dan A. T. Moseley and Christopher J. Bettencourt

Email: dmoseley@mcquarrie.com & cbettencourt@mcquarrie.com

with a copy to:

Cassels Brock & Blackwell LLP
Suite 2200, RBC Place
Vancouver, BC V6C 3E8

Attn: Vicki Tickle

Email: vtickle@cassels.com

RESERVATION OF RIGHTS

41. The Receiver may reject, at any time any bid (other than the Stalking Horse Bid) that is inadequate or insufficient, or not in conformity with the requirements of these SSP Procedures or any orders of the Court applicable to the Debtors and in accordance with the terms hereof, may further impose additional terms and conditions and otherwise seek to modify the SSP Procedures at any time in order to maximize the results obtained, and may accept bids not in conformity with these SSP Procedures to the extent that the Receiver determines, in its reasonable business judgment, that doing so would benefit the Debtors' estates and their stakeholders.
42. The Receiver may, in its reasonable discretion, extend the Final Bid Deadline, the Outside Date, the date for selection of the final Successful Bid(s) and the Backup Bid(s), the date for finalization and execution of definitive documentation in respect of the Successful Bid, and/or the date for the hearing of the Approval Application.
43. Prior to the conclusion of the Auction, the Receiver may impose such other terms and conditions, on notice to the relevant Auction Bidders, as the Receiver may determine to be in the best interests of the Debtors' estate and their stakeholders that are not inconsistent with any of the procedures in these SSP Procedures.

44. The SSP Procedures do not, and shall not be interpreted to, create any contractual or other legal relationship between the Receiver and any potential bidder, Qualified Bidder, Auction Bidder, Successful Bidder or Backup Bidder, other than as specifically

NO AMENDMENTS

45. There shall be no amendments to these SSP Procedures without the prior written consent of the Receiver and the Stalking Horse Purchaser, or further order of the Court obtained on reasonable notice to the Receiver.

FURTHER ORDERS

46. At any time during the Sales Process, the Receiver may apply to the Court for advice and directions with respect to the discharge of its powers and duties hereunder or the interpretation or application of the Sales Process.
47. Except as otherwise provided in the Sales Process or the Stalking Horse APS, the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of the Stalking Horse APS, the Sale Process Order, and the Sales Process.

SCHEDULE "C"

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PRICE CAPITAL PARTNERS INC.

PETITIONER

AND:

1274877 B.C. LTD.,
KINNAIRD KONVERSION LIMITED PARTNERSHIP,
KINNAIRD KONVERSION GP INC.

RESPONDENTS

**ORDER MADE AFTER APPLICATION
SEALING ORDER**

BEFORE)
) THE HONOURABLE JUSTICE BRONGERS) February 17, 2026
))

ON THE APPLICATION of the petitioner, Price Capital Partners Inc., coming on for hearing this day at 800 Smithe Street, Vancouver, British Columbia;

AND ON READING the Affidavit #1 of Michael Foy, sworn December 15, 2025 and the Pre-Filing Report of the Proposed Receiver (the "**Pre-filing Report**"); **AND ON HEARING** Dan A. T. Moseley, counsel for the petitioner, and those other counsel as listed in Schedule "A" hereto, and no one else appearing, although duly served;

THIS COURT DECLARES AND ORDERS that:

1. The time for service of the Petition and materials filed in support of this Order (collectively, the "**Application**") is hereby abridged such that service of the Application is deemed to be timely and sufficient and the Application is properly returnable today.
2. The following documents be sealed by the Registrar for this Honourable Court for the duration noted:

Description	Date Filed, if applicable	Number of copies filed, including any extra copies for the Judge	Duration of Sealing Order	Sought	Granted
1(a) Specific Documents: Affidavit #1 of M. Foy		1	Until the Receiver files a certificate terminating the receivership proceedings	X	

			and discharging the Receiver		
1(b) Entire Court File					
3) Other court records stored by the court					
4) Reasons for Judgment					

3. Access to the sealed items is restricted to the following persons:
 - a. Parties
 - b. Counsel for a party
 - c. Further Court Order
4. The petitioner will not file redacted versions.
5. Endorsement of this Order by counsel appearing on this application 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 Dan A. T. Moseley
 lawyer for petitioner
Price Capital Partners Inc.

BY THE COURT

REGISTRAR

SCHEDULE "A"

List of Counsel

COUNSEL NAME	PARTY REPRESENTED
Bennett Jones LLP 666 Burrard Street, Suite 2500 Vancouver, BC V6C 2X8 Attn: Andrew Frogh froha@bennettjones.com	KSV Restructuring Inc., in its capacity as the proposed Receiver
Cassels Brock & Blackwell LLP Suite 2200, RBC Place 885 West Georgia Street Vancouver, BC V6C 3E8 Attn: Vicki Tickle vtickle@cassels.com	Portage Capital Nominee Corp.