



No. S-261350  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

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

RESPONDENTS

**NOTICE OF APPLICATION**

**Name of applicant:** Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as Court-appointed Receiver and Manager (the "**Receiver**"), without security, of all of the assets, undertakings and property of 1030931 B.C. Ltd. ("**103**"), Manney Transport Ltd. ("**MTL**"), NCG National Container Group Inc. ("**NCG**"), 1385161 B.C. Ltd. ("**138**"), 1312230 B.C. Ltd. ("**131**") and 1149075 B.C. Ltd. ("**114**", and collectively with 103, MTL, NCG, 138 and 131, the "**Debtors**")

To: The Service List (*Attached as Appendix A*)

TAKE NOTICE that an application will be made by the Receiver to the Court at the courthouse at 800 Smithe Street, Vancouver, British Columbia on June 4, 2026, at 10:30 a.m., for the orders set out in Part 1 below.

The Receiver estimates that the application will take 30 minutes.

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

**Part 1: ORDERS SOUGHT**

1. The Receiver seeks an Approval and Vesting Order (the "**AVO**"), substantially in the form attached as **Schedule "A"** hereto approving the Contract of Purchase and Sale dated April 15, 2026, the schedules thereto, and the addendums made April 29, 2026, May 13, 2026, and May 27, 2026 (together, the "**Grace Road Sale Agreement**") between the Receiver, in its capacity as Court-appointed Receiver of 103, and not in its personal or corporate capacity, and 1356312 B.C. Ltd. (the "**Grace Road Purchaser**"), and the transaction contemplated therein (the "**Grace Road**

**Transaction**”), and granting such other relief as is necessary to give effect to the Grace Road Transaction.

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

## **Part 2: FACTUAL BASIS**

3. Capitalized terms not otherwise defined in this Notice of Application have the meanings ascribed to them in the Receivership Order or the Grace Road Sale Agreement, as applicable.

### ***Background***

4. On March 10, 2026, on the application of National Bank of Canada (“**NBC**”), the senior secured lender in these receivership proceedings, this Court granted an order (the “**Receivership Order**”), among other things, appointing A&M as Receiver of all of the assets, undertakings and property of the Debtors, and the lands owned by 103 having civic addresses of 17914 96 Avenue, Surrey, BC and 10198 Grace Road, Surrey, BC (the “**Grace Road Property**”).

5. The Debtors MTL and NCG are involved in trucking and related business, and have operated out of the Grace Road Property.

6. The Receiver was appointed pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253.

7. The Receiver now seeks approval of the Grace Road Transaction, being the sale of the Grace Road Property (as defined below) pursuant to the Grace Road Sale Agreement.

### ***The Grace Road Property***

8. The Grace Road Property is the land and premises municipally known as 10198 Grace Road, Surrey, British Columbia, and legally described as PID: 023-645-709, Lot 1 Section 25 Block 5 North Range 3 West New Westminster District Plan LMP31340.

9. National Bank of Canada and the Business Development Bank of Canada (collectively, the “**Senior Secured Creditors**”) hold registered mortgages on the Grace Road Property and are collectively owed approximately \$21.3 million.

### ***The Receiver’s Sales Process***

10. The Receiver’s Sales Process with respect to the Grace Road Property is set out in further detail in the Receiver’s Report. As set out in the Receiver’s Report, the Receiver engaged Colliers Macaulay Nicolls Inc. (“**Colliers**”) as a broker to list the Grace Road Property and assist with the Sales Process.

11. The Receiver engaged Colliers in an exclusive listing agreement on April 9, 2026. Colliers had been previously engaged to list the Grace Road Property prior to the Receiver’s appointment, including through a listing agreement with 103 effective January 7, 2026.

12. The Grace Road Property had been marketed for sale through various listing engagements for over two years prior to the Receiver's involvement.

13. As set out in the Summary of Marketing, Offering and Recommendation dated May 27, 2026 prepared by Colliers (the "**Marketing Report**"), which is appended to the Receiver's Report, the marketing efforts undertaken by the Receiver and Colliers included but were not limited to the following:

- a) professional drone aerial photography of the Grace Road Property, completed on January 19, 2026, to showcase the location and proximity to the Bridgeview Industrial Hub;
- b) a customized property brochure created with property highlights and a development potential overview;
- c) a listing on the Colliers Canada website, which went live on February 24, 2026, with over 817 exclusive views and 58 engagements to date;
- d) signage installed at the Grace Road Property on February 25, 2026, with updated signage on April 25, 2026 to advertise the court-ordered sale;
- e) a digital Meta advertising campaign from April 29, 2026 to May 14, 2026, generating 39 leads, 34,174 impressions, 870 engagements, and 839 link clicks;
- f) multiple email marketing campaigns sent by Colliers to over 1,047 recipients, including investors and developers, on February 26, March 12, April 17, and May 15, 2026, as well as separate MLS Commercial Eblasts to over 870 commercial brokers in Greater Vancouver;
- g) direct sales calls to active industrial users and target groups; and
- h) three site tours conducted with qualified prospective purchasers.

14. As a result of this Sales Process, on April 15, 2026, the Receiver entered into the Grace Road Sale Agreement with the Grace Road Purchaser, which was subsequently negotiated and finalized. The Grace Road Purchaser's conditions were removed on May 15, 2026.

***The Grace Road Sale Agreement***

15. The terms of the Grace Road Sale Agreement include the following:

Term	Details
<b>Purchaser</b>	1356312 B.C. Ltd.
<b>Assignee</b>	1357129 B.C. Ltd.
<b>Purchase Price</b>	\$9,750,000, subject to certain closing adjustments.
<b>Deposit</b>	\$495,000, paid and held in trust by Homelife Advantage Realty.
<b>Purchased Assets</b>	The Grace Road Property, together with all buildings and other structures, facilities and improvements located thereon and fixtures.

Term	Details
	systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple.
<b>Representations and Warranties</b>	On an “as-is, where-is” basis.
<b>Conditions Precedent</b>	Material conditions precedent include the granting of the AVO approving the Grace Road Sale Agreement and the Grace Road Transaction. The Grace Road Purchaser's conditions were removed on May 15, 2026. The vendor's conditions remain subject to Court approval.
<b>Closing Date</b>	30 days following Court approval, or such other date as may be agreed. The Receiver may, at its sole discretion, extend the Completion Date by up to 15 business days.
<b>Completion</b>	Upon completion, the Grace Road Purchaser shall receive immediate vacant possession of the Grace Road Property.

***The Receiver's Recommendation***

16. Based on the information available to it and set out in the Receiver's Report, the Receiver is of the view that the Grace Road Sale Agreement represents the best available recovery for the Grace Road Property in the circumstances and requests that this Court grant the AVO.

**Part 3: LEGAL BASIS**

***Governing Legal Principles with respect to a Sale Approval***

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

- (a) whether the receiver made sufficient efforts to obtain the best price and did not act improvidently;
- (b) the interests of all parties;
- (c) the efficacy and integrity of the process by which offers were obtained; and
- (d) whether there has been any unfairness in the sale process.

***Kruger v Wild Goose Vintners Inc., 2021 BCSC 1406 at para. 26; Aquilini Development Limited Partnership v Garibaldi at Squamish Limited Partnership, 2024 BCSC 764 at para. 100; Royal Bank of***

***Canada v. Soundair Corp.*, 1991 CanLII 2727 (ON CA) [Soundair] at para. 16.**

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

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

***The Grace Road Transaction Should be Approved***

19. For the reasons set out below (and described in greater detail in the Receiver's Report), the Receiver is of the view that the Grace Road Transaction meets the *Soundair* criteria.

- (a) **The Sales Process was Fair and Reasonable:** As set out above, the Receiver has sought to obtain the highest price for the Grace Road Property. The Sales Process, which generated multiple offers, was conducted in a comprehensive, fair and reasonable manner and adequately canvassed the market for potential purchasers.
- (b) **The Grace Road Transaction was the Best Bid:** The Grace Road Sale Agreement represents the highest and best offer received pursuant to the Sales Process.
- (c) **The Purchase Price is Fair and Reasonable:** The Receiver is of the view that the Purchase Price is fair and reasonable taking into account, among other things, the nature of the Grace Road Property and the other offers received during the Sales Process.
- (d) **The Grace Road Transaction Benefits Stakeholders:** The Receiver has determined, in its business judgment, that the transaction contemplated by the Grace Road Sale Agreement is in the best interests of the estate. Approval of the transaction is supported by the Senior Secured Creditors.

**Part 4: MATERIAL TO BE RELIED ON**


1. The Receiver intends to rely upon:
  - (a) Second Report of the Receiver dated May 28, 2026;
  - (b) such further and other materials as counsel may advise.

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

- (a) file an application response in Form 33,

- (b) file the original of every affidavit, and of every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed application response;
  - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
  - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: May 28, 2026

  
\_\_\_\_\_  
Signature of lawyers for the Receiver  
Peter Rubin / Myim Bakan Kline

<p>To be completed by the court only:</p> <p>Order made <input type="checkbox"/> in the terms requested in paragraphs ..... of Part 1 of this notice of application</p> <p><input type="checkbox"/> with the following variations and additional terms: _____ _____ _____</p> <p>Date: _____</p> <p>Signature of <input type="checkbox"/> Judge <input type="checkbox"/> Associate Judge</p>
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## APPENDIX

### THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts

**Schedule "A" to Notice of Application**

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AND

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

RESPONDENTS

**ORDER MADE AFTER APPLICATION  
(APPROVAL AND VESTING)**

BEFORE ) THE HONOURABLE MADAM JUSTICE )  
 ) FITZPATRICK ) June 4, 2026  
 ) )  
 ) )

THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver and Manager (the "**Receiver**") of all of the assets, undertakings and properties of 1030931 B.C. Ltd. ("**103**"), Manney Transport Ltd. ("**MTL**"), NCG National Container Group Inc. ("**NCG**"), 1385161 B.C. Ltd. ("**138**"), 1312230 B.C. Ltd. ("**131**") and 1149075 B.C. Ltd. ("**114**", and collectively with 103, MTL, NCG, 138 and 131, the "**Debtors**"), coming on for hearing at Vancouver, British Columbia, on the 4<sup>th</sup> day of June, 2026; AND ON HEARING Peter Rubin and Myim Bakan Kline, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Second Report of the Receiver dated May 28, 2026 (the "**Report**"),

THIS COURT ORDERS AND DECLARES THAT:

**CAPITALIZED TERMS**

1. Capitalized terms not defined in this Order shall have the meaning given to them in the Contract of Purchase and Sale entered into as of April 15, 2026, including the schedules thereto, as amended by addenda dated April 29, 2026, May 13, 2026, and May 27, 2026

(collectively, the "**Sale Agreement**") between the Receiver, in its capacity as Court-appointed Receiver of 103, and not in its personal or corporate capacity, and 1356312 B.C. Ltd. (the "**Purchaser**").

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

## **APPROVAL AND VESTING**

3. The Sale Agreement, a copy of which is attached as **Appendix "C"** to the Report, and the transaction contemplated thereby (the "**Transaction**") is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, including any minor amendments to the Sale Agreement as may be agreed to by the Receiver and the Purchaser, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (collectively, the "**Purchased Assets**").
4. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of 103's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in 1357129 B.C. Ltd. ("**NewCo**"), a company related to the Purchaser, in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated March 10, 2026 (the "**Receivership Order**"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
5. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from Blake, Cassels & Graydon LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
  - (a) enter NewCo as the owner of the lands and premises municipally known as 10198 Grace Road, Surrey, British Columbia, and legally described as PID: 023-645-709, Lot 1 Section 25 Block 5 North Range 3 West New Westminster District Plan LMP31340 (the "**Grace Road Property**"), together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said

hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Grace Road Property, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of NewCo in and to the Grace Road Property is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of NewCo as aforesaid; and

- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Grace Road Property all of the registered Encumbrances except for those Permitted Encumbrances listed in **Schedule "D"** hereto.
6. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall be payable to the Receiver and stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the Net Proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
7. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
8. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all personal information in the company's records pertaining to the Purchased Assets. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.
9. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at the Closing Effective Time (as defined in the Sale Agreement), subject to the Permitted Encumbrances as set out in the Sale Agreement and listed on **Schedule "D"** hereto.
10. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
11. Notwithstanding:
  - (a) these proceedings;
  - (b) any applications for a bankruptcy order in respect of the Debtors now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of the Debtors,

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

12. The Receiver and the Purchaser have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order and Transaction.
13. Endorsement of this Order by counsel appearing on this application, other than counsel for the Receiver, is hereby dispensed with.

THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

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Signature of Myim Bakan Kline  
Counsel for Alvarez & Marsal Canada Inc.

BY THE COURT

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REGISTRAR

**Schedule A**

**Counsel List**

<b>Counsel</b>	<b>Party Represented</b>

**Schedule B**

No. S-261350  
Vancouver Registry

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BETWEEN

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AND

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

RESPONDENTS

**RECEIVER'S CERTIFICATE**

- A. Pursuant to an Order of Madam Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**") dated March 10, 2026, Alvarez & Marsal Canada Inc. was appointed as the receiver and manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of 1030931 B.C. Ltd., Manney Transport Ltd., NCG National Container Group Inc., 1385161 B.C. Ltd., 1312230 B.C. Ltd. and 1149075 B.C. Ltd., including the land and premises municipally known as 10198 Grace Road, Surrey, British Columbia, and legally described as PID: 023-645-709, Lot 1 Section 25 Block 5 North Range 3 West New Westminster District Plan LMP31340.
- B. Pursuant to an Order of the Court dated June 4, 2026 (the "**Approval and Vesting Order**"), the Court, among other things, approved the Contract of Purchase and Sale entered into as of April 15, 2026, between the Receiver and 1356312 B.C. Ltd. (the "**Purchaser**"), a copy of which is attached as **Appendix "C"** to the Second Report of the Receiver dated May 28, 2026, and the transactions contemplated thereby, and providing for the occurrence of certain events in the specified sequence upon delivery by the Receiver to the Purchaser of a certificate confirming (i) payment by the Purchaser of the Purchase Price; (ii) that the conditions to completion as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, the capitalized terms have the meanings set out in the Approval and Vesting Order.

**THE RECEIVER HEREBY CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ on \_\_\_\_\_, 2026.

ALVAREZ & MARSAL CANADA INC., in its capacity as the Court-appointed Receiver and Manager of 1030931 B.C. Ltd., Manney Transport Ltd., NCG National Container Group Inc., 1385161 B.C. Ltd., 1312230 B.C. Ltd. and 1149075 B.C. Ltd., and not in its personal or corporate capacity.

Per: \_\_\_\_\_

Name:

Title:

**Schedule C – Encumbrances to Be Discharged from Title to the Grace Road Property**

1. Mortgage CA8685124 registered January 5, 2021 in favour of National Bank of Canada, as modified by Modification CB542177
2. Assignment of Rents CA8685125 registered January 5, 2021 in favour of National Bank of Canada
3. Modification CB542177 registered March 30, 2023
4. Mortgage CB546933 registered March 31, 2023 in favour of Business Development Bank of Canada
5. Assignment of Rents CB546934 registered March 31, 2023 in favour of Business Development Bank of Canada

**Schedule D - Permitted Encumbrances, Easements and Restrictive Covenants Related to the Grace Road Property**

**Legal Notations:**

1. Title may be affected by a Permit under Part 26 of the *Local Government Act*, see CA2208680

**Charges, Liens and Interests:**

2. Statutory Right of Way BG215672 registered on June 22, 1993 in favour of Greater Vancouver Sewerage and Drainage District
3. Statutory Right of Way BG215673 registered on June 22, 1993 in favour of Greater Vancouver Sewerage and Drainage District
4. Covenant BK419339 registered December 31, 1996 in favour of the City of Surrey
5. Covenant BK419345 registered December 31, 1996 in favour of the Crown in Right of British Columbia City of Surrey

**Schedule E – Real Property**

#	Parcel Identifier	Legal Description	Municipal Address (if applicable)
1.	023-645-709	Lot 1 Section 25 Block 5 North Range 3 West New Westminster District Plan LMP31340	10198 Grace Road, Surrey, British Columbia

No. S-261350  
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1149075 B.C. LTD.**

RESPONDENTS

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**ORDER MADE AFTER APPLICATION  
( APPROVAL AND VESTING )**

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

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

NATIONAL BANK OF CANADA

Petitioner

and

1030931 B.C. LTD., MANNEY TRANSPORT LTD., NCG NATIONAL CONTAINER GROUP INC., 1312230 B.C. LTD. doing business as LIQUOR 56, 1385161 B.C. LTD. doing business as BURNABY LIQUOR MART and 1149075 B.C. LTD.

Respondents

**SERVICE LIST**

**Updated: March 24, 2026**

<p><b>1030931 B.C. LTD., MANNEY TRANSPORT LTD., NCG NATIONAL CONTAINER GROUP INC., 1312230 B.C. LTD. dba LIQUOR 56, 1385161 B.C. LTD., and 1149075 B.C. LTD. dba BURNABY LIQUOR MART</b> Reedman Law 800A – 1030 West Georgia Street Vancouver, BC V6E 2Y3 Attention: Cody Reedman Email: <a href="mailto:creedman@reedmanlaw.com">creedman@reedmanlaw.com</a>, <a href="mailto:fgriffiths@reedmanlaw.com">fgriffiths@reedmanlaw.com</a> and <a href="mailto:service@reedmanlaw.com">service@reedmanlaw.com</a></p>	<p><b>BUSINESS DEVELOPMENT BANK OF CANADA</b> Kornfeld LLP 505 Burrard Street #1100 Vancouver, BC V7X 1M5 Attention: Douglas B. Hyndman Email: <a href="mailto:dhyndman@kornfeldllp.com">dhyndman@kornfeldllp.com</a></p>
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<p><b>GAGANDEEP NAHAL, MANDEEP NAHAL, VIKRAMJIT SINGH SRAN, ISHWINDERPAL SINGH SANDHU, SIMRAN KAUR KAHLON, HARJOT KAHLON, and PARAMJIT NAHAL</b>  Alliance Lawyers  #103-20316 56th Avenue  Langley, BC V3A 3Y7  Attention: Aman Oberoi  Email: <a href="mailto:aman@alliancelawyers.ca">aman@alliancelawyers.ca</a></p>	<p><b>ALVAREZ &amp; MARSAL CANADA INC. THE RECEIVER</b>  925 W Georgia St, Suite 902  Vancouver, BC V6C G3  Attention: Anthony Tillman  Email: <a href="mailto:atillman@alvarezandmarsal.com">atillman@alvarezandmarsal.com</a>,  <a href="mailto:vchan@alvarezandmarsal.com">vchan@alvarezandmarsal.com</a> and  <a href="mailto:hashworth@alvarezandmarsal.com">hashworth@alvarezandmarsal.com</a>.</p> <p><b>COUNSEL FOR THE RECEIVER</b>  Blake, Cassels &amp; Graydon LLP  3500 - 133 Melville Street  Vancouver, BC V6E 4E5  Attention: Peter Rubin  Email: <a href="mailto:peter.rubin@blakes.com">peter.rubin@blakes.com</a>;  <a href="mailto:myim.bakankline@blakes.com">myim.bakankline@blakes.com</a></p>
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