



FORCE FILED

NO. H-251466
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DOMAIN MORTGAGE CORP. as mortgage administrator and bare trustee
for Capstone Mortgage Pool and
Capstone Mortgage Opportunities Fund LP

PETITIONER

AND:

1119356 B.C. LTD., CENTRA LIMITED PARTNERSHIP,
1138624 B.C. LTD., 1877725 ALBERTA LTD., ZAFIR RASHID,
HARPREET (HARIS) THIARA, SATPREET THIARA,
FRANCISCO IGNACIO, TRISURA GUARANTEE INSURANCE
COMPANY, JB SOLUTIONS ULC, 1299881 BC LTD., TANDEM
MECHANICAL SYSTEMS LTD., METRO-CAN
CONSTRUCTION (OT) LTD., B&B EXCAVATION AND
SHORING LTD., RPMC INVESTMENT INC., 541823 B.C. LTD.
ALL TENANTS AND/OR OCCUPIERS OF THE SUBJECT
LANDS AND PREMISES

RESPONDENTS

NOTICE OF APPLICATION

Name of Applicant: Domain Mortgage Corp. (**Domain**), as mortgage administrator and bare trustee for Capstone Mortgage Pool and Capstone Mortgage Opportunities Fund LP (**Capstone**, and together with Domain, the **Lender**)

To: the service list attached hereto as **Schedule "A"**

TAKE NOTICE that an application will be made by the Applicant to the presiding judge at the Courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia on Monday, the 2nd day of March, 2026 at 9:00 a.m. for the orders set out in Part 1 below.

The Applicant estimates that the application will take 1 hour.

- This matter is within the jurisdiction of an Associate Judge.
- This matter is not within the jurisdiction of an Associate Judge.

Part 1: ORDERS SOUGHT

1. An order in substantially the form attached hereto as **Schedule “B”**, appointing Alvarez & Marsal Canada Inc. as receiver and manager, without security, of all the assets, undertakings, and property of 1119356 B.C. Ltd., Centra Limited Partnership, and 1138624 B.C. Ltd. (together, the **Debtors**) pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the **BIA**) and section 39 of the *Law and Equity Act*, RSBC 1996, c. 253 (the **LEA**).
2. An Order sealing the Confidential Affidavit #2 of Alexander Hayne made February 24, 2026 (the **Confidential Affidavit**) until 60 days following the completion of a sale of the Lands and the Project.
3. Such further and other relief this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Overview

1. These are foreclosure proceedings relating to a commercial development site at 13862 and 13868 101 Avenue, Surrey, BC (the **Lands**), which houses a partially-constructed project comprising a 24-storey residential tower and 2-storey townhouse building (the **Project**).
2. The Debtors are the legal and beneficial owners of the Lands. In particular, 1119356 B.C. Ltd. is the registered owner of the Lands, as nominee and bare trustee for Centra Limited Partnership (the **Beneficial Owner**). 1138624 B.C. Ltd. is the general partner of the Beneficial Owner.
3. The Lands secure more than \$60 million in debt owing by the Debtors to the Lender and others, as further set out below.
4. Construction on the Project has ceased, and the Project is not currently secured or weather proofed, exposing the Lender’s collateral to serious risk. The Lender asks this Court to appoint a receiver to mitigate damage to the Project, preserve its security, and pursue a sale of the Lands and the Project that will maximize value for stakeholders.
5. The Lender understands that the Debtors do not oppose the appointment of a receiver.

Domain’s Loan and Security

6. Domain is the mortgage administrator and bare trustee for Capstone in respect of a mortgage loan in the principal amount of \$27,800,000 (the **Loan**) advanced by Capstone to the Debtors in 2022.

7. As security for the Loan, the Debtors granted the Lender, among other things, a second-ranking mortgage of the Lands and a general security agreement charging all the Debtors' present and after-acquired goods, securities, investment property, instruments, documents of title, chattel paper, intangibles, money, crops, licences and accounts, located on, situate on, arising from, relating to or used in connection with the Lands.

8. The Loan is in default. By letters dated December 12, 2025, the Lender demanded repayment by the Debtors of all amounts then outstanding pursuant to the Loan and issued a Notice of Intention to Enforce Security pursuant to s. 244 of the *Bankruptcy and Insolvency Act*. To date, the Debtors have not paid any of the Loan indebtedness.

9. The Loan is subject to interest at the rate of 14% per annum. As of March 2, 2026, the outstanding balance of the Loan owing by the Debtors to the Lender is \$45,377,652.91 (exclusive of the Lender's legal costs in connection with the Loan and these proceedings).

Debt Stack

10. The Lender's security ranks in priority behind a mortgage of the Lands and related security in favour of Desjardins Financial Security Life Assurance Company (**Desjardins**). Desjardins provided the Debtors with construction financing for the Project. As at December 30, 2025, the Debtors were indebted to Desjardins in the amount of \$8,757,599.97 pursuant to that construction financing facility.

11. The Lands are also subject to a third-ranking mortgage (behind the Lender) in favour of Trisura Guarantee Insurance Company, who provided a deposit protection insurance facility in respect of the Project. Trisura's mortgage secures the principal amount of \$18,000,000, but the Lender does not know what amount is currently owing to Trisura.

12. There are number of builders liens registered on title to the Lands, behind the three mortgages.

Project Status

13. The Debtors commenced development of the Project in or around April 2021. Currently, only 6 storeys of the Project are complete or substantially complete. Construction ceased in or around August 2024.

14. From commencement of the Project until recently, the general contractor for the Project was Metro-Can Construction (OT) Ltd. (**Metro-Can**). According to Metro-Can:

- (a) Metro-Can terminated their construction contract with the Debtors in December 2025, because the Debtors had failed to pay Metro-Can for significant work performed by Metro-Can in connection with the Project;

- (b) the Project has not been winterized, wrapped, or otherwise protected since Metro-Can terminated their Prime contract in or around December 2025; and
- (c) the Project site is currently unsecured.

15. In the circumstances, the Lender is concerned that its security for the Loan is wasting and may be at risk. The Lender has lost confidence in the Debtors' ability to advance the Project and otherwise preserve the Lender's collateral.

Potential Sale

16. The Lender has reviewed an offer to purchase the Lands (the Offer) and supports a sale of the Lands in accordance with that offer.

17. A copy of the Offer and an appraisal in respect of the Lands are attached to the Confidential Affidavit, which the Lender seeks to file under seal.

Part 3: LEGAL BASIS

Statutory Basis

18. Domain applies for appointment of a receiver pursuant to section 243 of the BIA and section 39 of the LEA.

19. Section 243 of the BIA provides:

243(1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

(a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;

(b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or

(c) take any other action that the court considers advisable.

20. Section 39 of the LEA provides:

39(1) An injunction or an order in the nature of mandamus may be granted or a receiver or receiver manager appointed by an interlocutory order of the court in all cases in which it appears to the court to be just or convenient that the order should be made.

(2) An order made under subsection (1) may be made either unconditionally or on terms and conditions the court thinks just.

[...]

The Test for Appointing a Receiver

21. There are a number of factors the court may consider in exercising its discretion to appoint a receiver, including:

- (a) whether irreparable harm might be caused if no order were made;
- (b) the nature of the property;
- (c) the preservation and protection of the property;
- (d) the balance of convenience to the parties;
- (e) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
- (f) the effect of the order upon the parties;
- (g) the conduct of the parties;
- (h) the cost to the parties;
- (i) the likelihood of maximizing return to the parties; and
- (j) the goal of facilitating the duties of the receiver.

Maple Trade Finance Inc. v CY Oriental Holdings Ltd., 2009 BCSC 1527
[*Maple Trade*] at para 25;

Bank of Montreal v Gian's Business Centre Inc., 2016 BCSC 2348 [*Gian's*] at paras 23-24;

Bank of Montreal v Haro-Thurlow Street Project Limited Partnership,
2024 BCSC 47 [*Haro*] at para 73.

22. The above-noted factors are not a checklist, but a collection of considerations to be viewed holistically in an assessment as to whether, in all of the circumstances, the appointment of a receiver is just or convenient.

Gian's at para 23.

23. A secured creditor is entitled to elect the means in which to enforce its security as provided for under the applicable agreement, subject to the court granting the relief sought.

Haro at para. 95.

24. In applying these factors, this Court has held that the right of a secured creditor to appoint a receiver under a security agreement holds considerable weight, and is a “strong factor in support” of the appointment.

Maple Trade at para 26.

25. Furthermore, the appointment of a receiver over mortgaged lands is not an “extraordinary remedy” where there has been a default under a mortgage; and in cases where the security documentation provides for the appointment of a receiver, the “extraordinary nature” of the remedy sought is less essential to the inquiry. The creditor need not demonstrate irreparable harm.

BCIMC Construction Fund Corporation et al v The Clover on Yonge Inc., 2020 ONSC 1953 at paras 43-44;

Bank of Montreal v Carnival National Leasing Limited, 2011 ONSC 1007 at paras. 27-29.

It is Just and Convenient to Appoint a Receiver in these Circumstances

26. An examination of the *Maple Trade* factors demonstrates that it is just and convenient to appoint a receiver in all the circumstances, including because:

- (a) the Debtors have failed to repay the Loan despite default and demand;
- (b) the Lender has the right to appoint a receiver under the terms of its security for the Loan, and the Debtors do not oppose appointment of a receiver;
- (c) the Debtors’ senior secured lender, Desjardins, supports this application;
- (d) the Project is currently unsecured and at risk of serious deterioration and damage, jeopardizing the Lender’s security and the security of other creditors; and
- (e) if appointed, the Receiver will be well-positioned to preserve and maximize value of the Debtors’ assets and, in turn, returns to creditors.

27. While a receivership carries with it some added costs, those costs are necessary and proportionate in the circumstances to effectively protect the Lender’s security and the interests of creditors more broadly.

28. On the whole, the balance of convenience weighs heavily in favour of appointing a receiver, for the benefit of all stakeholders.

Sealing Order

29. The Supreme Court of Canada holds that a sealing order will be appropriate where:

- (a) court openness poses a serious risk to an important public interest;
- (b) the order sought 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 para. 38

30. In insolvency matters decided since *Sherman Estate*, Courts have continued to find that sealing orders are justified to protect the integrity of a receiver's sales or marketing efforts and ensure maximum recovery.

31. In *Ontario Securities Commission v Bridging Finance Inc.*, Chief Justice Morawetz of the Ontario Superior Court likewise characterized the interest at stake as being the "Receiver's efforts to maximize value for stakeholders." In granting the requested sealing order, Chief Justice Morawetz found that "there are no reasonable alternatives to the sealing order in the circumstances... no stakeholders will be materially prejudiced by sealing the Confidential Supplement and the salutary effects of granting the relief outweigh any deleterious effects."

Ontario Securities Commission v Bridging Finance Inc., 2022 ONSC 1857 at para. 53

32. The Confidential Affidavit contains the Offer and an appraisal in respect of the Lands. The Lender submits that all three parts of the *Sherman Estate* test favour a sealing order in respect of the Confidential Affidavit, because:

- (a) the sealing order will protect the important public interest in maximizing value for stakeholders through sales of the Lands and the Project, if a transaction pursuant to the Offer does not complete and the Receiver ends up marketing the Lands and the Project more broadly;
- (b) there are no adequate alternatives to prevent the negative effects that would result should the Confidential Affidavit be disclosed to the public; and

- (c) as a matter of proportionality, no stakeholder will be materially prejudiced by the sealing order, and any negative effects are limited by the temporary nature of the proposed sealing order, which will expire 60 days following the completion of a sale of the Lands and the Project, subject to further Court order.

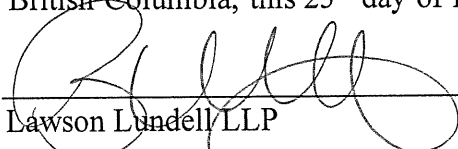
Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Lisa Ward made on December 18, 2025;
2. Affidavit #1 of Alexander Hayne made on February 24, 2026;
3. Confidential Affidavit #2 of Alexander Hayne made on February 24, 2026, to be filed under seal; and
4. Such other materials as counsel may advise and this Honourable Court may accept.

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 every other document, that
- (c) you intend to refer to at the hearing of this application, and
- (d) has not already been filed in the proceeding, and
- (e) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
- (f) a copy of the filed Application Response;
- (g) 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;
- (h) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated at the City of Vancouver, in the Province of British Columbia, this 25th day of February, 2026.


 Lawson Lundell LLP
 Solicitors for the Applicant

This Notice of Application is filed by William Roberts and Baylee Hunt, of the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2, e-mail address: wroberts@lawsonlundell.com / bhunt@lawsonlundell.com; telephone number: 604-631-3632.

To be completed by the court only:

Order made

in the terms requested in paragraphs _____
of Part 1 of this Notice of Application

with the following variations and additional terms:

Date: _____

Signature of Judge Associate Judge

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- 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
- none of the above

SCHEDULE "A"

No. H251466
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DOMAIN MORTGAGE CORP. as mortgage administrator and bare trustee
for Capstone Mortgage Pool and Capstone Mortgage Opportunities Fund LP

PETITIONER

AND:

1119356 B.C. LTD.; CENTRA LIMITED PARTNERSHIP; 1138624 B.C. LTD.;
1877725 ALBERTA LTD.; ZAFIR RASHID; HARPREET (HARIS) THIARA;
SATPREET THIARA; FRANCISCO IGNACIO;
TRISURA GUARANTEE INSURANCE COMPANY;
JB SOLUTIONS ULC; 1299881 BC LTD.;
TANDEM MECHANICAL SYSTEMS LTD.;
METRO-CAN CONSTRUCTION (OT) LTD.;
B&B EXCAVATION AND SHORING LTD.;
RPMC INVESTMENT INC.; 541823 B.C. LTD.;
ALL TENANTS AND/OR OCCUPIERS OF THE
SUBJECT LANDS AND PREMISES;

RESPONDENTS

SERVICE LIST

Updated: February 25, 2026

1119356 B.C. LTD.
c/o Registered Office
Suite 2300 – 550 Burrard Street
Vancouver, BC V6C 2B5
Attention: Haris Thiara

Email: haris.thiara@gmail.com

CENTRA LIMITED PARTNERSHIP
c/o its General Partner, 1138624 B.C. Ltd.
901, 1199 West Hastings Street
Vancouver, BC V6E 3T5
Attention: Haris Thiara

Email: haris.thiara@gmail.com

1138624 B.C. LTD.
c/o Registered Office
901, 1199 West Hastings Street
Vancouver, BC V6E 3T5
Attention: Haris Thiara

Email: haris.thiara@gmail.com

1877725 ALBERTA LTD.
c/o 9837 266 Street
Acheson, AB T7X 6H6
Attention: Haris Thiara

Email: haris.thiara@gmail.com

ZAFIR RASHID
4622 Hewicks Lane
Mississauga, Ontario L5M 3L8

Email: zaf@everestgroup.ca;
info@teramirgroup.com

SATPREET THIARA
847 McCallum Road
Abbotsford, BC, V2S 8A4

Email: satpreet88@gmail.com

TRISURA GUARANTEE INSURANCE
COMPANY
c/o Singleton Reynolds
Suite 1200, 925 West Georgi St.
Vancouver, BC V6C 3L2
Attention: Mia Laity

Email: miaity@singleton.com

1299881 BC LTD.
c/o Hira Rowan LLP
1500 – 570 Granville Street
Vancouver, BC V6C 3P1
Attention: J. Kyle Bienvenu

Email: kbienvenu@hirarowan.com;
lawyers@hirarowan.com

METRO-CAN CONSTRUCTION (OT) LTD.
c/o Harper Grey LLP
3200 – 650 West Georgia Street
Vancouver, BC V6B 4P7
Attention: Daniel Yaverbaum / Greg Pratch

Email: dyaverbaum@harpergrey.com;
gpratch@jvdriver.com

HARPREET (HARIS) THIARA
40 Edgevalley Place NW
Calgary, AB, T3A 4Z1

Email: haris.thiara@gmail.com

FRANCISCO IGNACIO
Francisco Ignacio
1-3010 33 Ave NW
Edmonton, AB T6T 0C3

Email: frank@everestgroup.ca

JB SOLUTIONS ULC
c/o McKechnie & Company | Barristers
300 – 1122 Mainland Street
Vancouver, BC V6B 5L1
Attention: Cam McKechnie

Email: cam@mckechnie.bc.ca
gordon@mckechnie.bc.ca

TANDEM MECHANICAL SYSTEMS LTD.
c/o Sportschuetz & Company Law Corporation
315 – 63 West 6th Avenue
Vancouver, BC V5Y 1K2
Attention: Adrian M. Alden

Email: aalden@sportschuetz.ca

B&B EXCAVATION AND SHORING LTD.
McQuarrie Hunter LLP
15th Floor, 13450 102nd Avenue
Surrey, BC V3T 5X3
Attention: Dan A. T. Moseley

Email: dmoseley@mcquarrie.com; and
smartin@mcquarrie.com

RPMC INVESTMENT INC.
 -AND-
 541823 B.C. LTD.
 c/o DLA Piper (Canada) LLP
 Suite 2700, The Stack
 1133 Melville Street
 Vancouver, BC V6E 4E5
 Attention: Niles Bond / Struan Robertson

Email: niles.bond@ca.dlapiper.com; and
struan.robertson@ca.dlapiper.com

ALVAREZ & MARSAL CANADA INC.,
 as proposed Receiver
 925 W Georgia St, Suite 902
 Vancouver, BC V6C 2G3
 Attention: Anthony Tillman / Vicki Chan
 Email: atillman@alvarezandmarsal.com; and
vchan@alvarezandmarsal.com

DESJARDINS FINANCIAL SECURITY
 LIFE ASSURANCE COMPANY
 c/o McCarthy Tétrault LLP
 Suite 2400, 745 Thurlow Street
 Vancouver, B.C. V6E 0C5
 Attention: Lance Williams / Sanea Tanvir
 Email: lwilliams@mccarthy.ca; and
stanvir@mccarthy.ca

J.A.W. FABRICATORS CO. LTD.
 c/o Synthesis Legal
 301 – 220 Brew Street
 Port Moody, BC V3H 0H6
 Attention: Stephanie Streat

Email: steph@synthesislegal.com

Counsel for the proposed Receiver
 Fasken LLP
 2900 – 550 Burrard Street
 Vancouver, B.C. V6C 0A3
 Attention: Kibben Jackson / Mishaal Gill
 Email: kjackson@fasken.com; and
mgill@fasken.com

EMAIL SERVICE LIST

haris.thiara@gmail.com; satpreet88@gmail.com; mlaity@singleton.com;
cam@mckechnie.bc.ca; qordon@mckechnie.bc.ca; kbienu@hirarowan.com;
lawyers@hirarowan.com; aalden@sportschuetz.ca; dyaverbaum@harpergrey.com;
dmoseley@mcquarrie.com; smartin@mcquarrie.com; niles.bond@ca.dlapiper.com;
struan.robertson@ca.dlapiper.com; steph@synthesislegal.com; gpratch@jvdriver.com;
atillman@alvarezandmarsal.com; vchan@alvarezandmarsal.com; kjackson@fasken.com;
mgill@fasken.com; lwilliams@mccarthy.ca; stanvir@mccarthy.ca; zaf@everestgroup.ca;
info@teramirgroup.com; frank@everestgroup.ca

SCHEDULE "B"

No. 251466
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DOMAIN MORTGAGE CORP. as mortgage administrator and bare trustee
for Capstone Mortgage Pool and
Capstone Mortgage Opportunities Fund LP

PETITIONER

AND:

1119356 B.C. LTD.
CENTRA LIMITED PARTNERSHIP
1138624 B.C. LTD.
1877725 ALBERTA LTD.
ZAFIR RASHID
HARPREET (HARIS) THIARA
SATPREET THIARA
FRANCISCO IGNACIO
TRISURA GUARANTEE INSURANCE COMPANY
JB SOLUTIONS ULC
1299881 BC LTD.
TANDEM MECHANICAL SYSTEMS LTD.
METRO-CAN CONSTRUCTION (OT) LTD.
B&B EXCAVATION AND SHORING LTD.
RPMC INVESTMENT INC.
541823 B.C. LTD.
ALL TENANTS AND/OR OCCUPIERS OF THE
SUBJECT LANDS AND PREMISES

RESPONDENTS

ORDER MADE AFTER APPLICATION

RECEIVERSHIP ORDER

BEFORE THE HONOURABLE)
)
JUSTICE LOO) 02/MARCH/2026
)
)

ON THE APPLICATION of the Petitioner, Domain Mortgage Corp., 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 Alvarez & Marsal Canada Inc. as Receiver and Manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and property of 1119356 B.C. Ltd., Centra Limited Partnership, and 1138624 B.C. Ltd. (the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Alexander Hayne made on February 24, 2026, confidential Affidavit #2 of Alexander Hayne made on February 24, 2026, and the consent of Alvarez & Marsal Canada Inc. to act as the Receiver; AND ON HEARING William Roberts and Baylee Hunt, Counsel for Domain Mortgage Corp., and other counsel as listed on Schedule “A” hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, Alvarez & Marsal Canada Inc. is appointed receiver and manager, without security, of all of the assets, undertakings and property of the Debtors, including all proceeds (the “**Property**”).

RECEIVER’S POWERS

2. 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, 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 undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) 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;
- (k) to market and sell, convey, transfer, lease or assign the Property or any part or parts thereof, other than the lands that are the subject of this proceeding (the "Lands"), 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 \$300,000; 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;

- (l) to review and assess the Purchase Agreement dated February 11, 2026 among Chiniki Surrey Tower LP ("Chiniki"), Centra Limited Partnership, and 1119356 B.C. Ltd., and, if determined appropriate by the Receiver, negotiate a new purchase agreement with Chiniki (a "Revised Offer") and seek approval by the Court of any such Revised Offer;
- (m) if, for any reason and at any time, the Receiver determines that it is unable or it would otherwise be improvident to negotiate a Revised Offer, or if the Court declines to approve any such Revised Offer, to develop and seek this Court's approval of a sales and investment solicitation process for all or any part of the Property, including the Lands;
- (n) 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;

- (o) 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;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, 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;
- (r) 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;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (t) 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 is 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, licence 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 \$500,000 (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 “A” 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: _____ (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 B (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 Notice of Application 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 authorised 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' estate 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 OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:

Signature of William L. Roberts
lawyer for Domain Mortgage Corp.

BY THE COURT

DISTRICT REGISTRAR

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc. the Receiver and Manager (the "Receiver") of all of all of the assets, undertakings and property of 1119356 B.C. Ltd., Centra Limited Partnership, and 1138624 B.C. Ltd., including all proceeds (the "Property").
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____.

Alvarez & Marsal Canada Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:
Name:
Title:

Schedule "B"

Demand for Notice

TO: Domain Mortgage Corp.
c/o Lawson Lundell LLP
Attention: Will Roberts / Baylee Hunt
Email: wroberts@lawsonlundell.com / bhunt@lawsonlundell.com

AND TO: Alvarez & Marsal Canada Inc.
c/o Fasken Martineau DuMoulin LLP
Attention: Kibben Jackson / Mishaal Gill
Email: kjackson@fasken.com / mgill@fasken.com

**Re: In the matter of the Receivership of 1119356 B.C. Ltd., Centra Limited
Partnership and 1138624 B.C. Ltd**

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 facsimile, at the following facsimile number (or numbers):

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

Action No. 251466

IN THE SUPREME COURT OF BRITISH
COLUMBIA

BETWEEN:

DOMAIN MORTGAGE CORP

Petitioner

- and -

1119356 B.C. LTD. AND OTHERS

Respondents

RECEIVERSHIP ORDER

NO. H-251466
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:
DOMAIN MORTGAGE CORP
PETITIONER

AND:
1119356 B.C. LTD. AND OTHERS
RESPONDENTS

NOTICE OF APPLICATION



Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Phone: (604) 685-3456

Attention: William L. Roberts / Baylee Hunt