No. S-261350
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

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

RESPONDENTS

NOTICE OF APPLICATION

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

To: The Service List

TAKE NOTICE that an application will be made by the Receiver to the Court at the courthouse at 800 Smithe Street, Vancouver, British Columbia on August 12, 2026, at 9:00 a.m., for the orders set out in Part 1 below.

The Receiver estimates that the application will take 1 hour.

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

Part 1: ORDERS SOUGHT

1. The Receiver seeks the following orders:

   (a) an Approval and Vesting Order (the "**AVO**"), substantially in the form attached as **Schedule "A"** hereto approving the Agreement of Purchase and Sale dated August 6, 2026, including the schedules thereto (together, the "**Equipment Sale Agreement**") between the Receiver, in its capacity as Court-appointed Receiver of MTL and NCG, and not in its personal or corporate capacity, and Ritchie Bros. Auctioneers (Canada) Ltd. (the

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

(b) an "**Interim Distribution Order**", substantially in the form attached as **Schedule "B"** hereto, authorizing the Receiver to make interim distributions to each of National Bank of Canada ("**NBC**") and Business Development Bank of Canada ("**BDC**", and together with NBC, the "**Senior Secured Creditors**") with respect to the transaction contemplated by the Contract of Purchase and Sale entered into as of April 15, 2026, including the schedules thereto, and as amended by the addenda dated April 29, 2026, May 13, 2026, and May 27, 2026 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 Transaction**").

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

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

Part 2: FACTUAL BASIS

Background

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

5. The Receivership Order deferred the Receiver's powers over MTL and NCG to April 10, 2026, when at that time, the Receiver exercised its powers and took possession of all assets, undertakings and property of MTL and NCG pursuant to the Receivership Order.

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

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

9. The Receiver now seeks this Court's approval: (a) of the Equipment Transaction, being the sale of the equipment assets of MTL and NCG, which comprise primarily truck tractors, trailers, containers, and other ancillary equipment located in British Columbia, Alberta, and

Ontario (collectively, the "**Purchased Assets**") pursuant to the Equipment Sale Agreement; and (b) to make interim distributions to the Senior Secured Creditors in the total amount of $7 million from the net proceeds of the Grace Road Transaction in or around August 2026 (the "**Interim Distributions**", and each, an "**Interim Distribution**").

The Receiver's Equipment Sales Process

10. On April 29, 2026, the Receiver commenced a sales process (the "**Equipment Sales Process**") to sell all or substantially all of the Purchased Assets, which is set out in further detail in the Third Report of the Receiver dated August 6, 2026 (the "**Third Report**").

11. As set out in the Third Report, the marketing efforts undertaken by the Receiver included but were not limited to:

(a) circulating an invitation for offers to purchase to 77 parties comprised of strategic buyers and liquidators;

(b) placing an advertisement on TruckNews.com which distributed the advertisement by email to approximately 6,000 of its subscribers;

(c) preparing and distributing an asset information package, which provided detailed information in relation to the Purchased Assets, to 24 interested parties who requested further information on the Purchased Assets;

(d) holding discussions with a number of interested parties including their legal counsel; and

(e) coordinating and facilitating seven site visits at the Debtors' premises in British Columbia and five site visits at the Debtors' premises in Ontario with interested parties.

12. By May 21, 2026, the Receiver had received a total of six bids for the Purchased Assets, comprising:

(a) three en bloc cash offers for all the Purchased Assets (among which a revised offer from an affiliate of the Debtors was later submitted on July 3, 2026);

(b) two cash offers for specific Purchased Assets only; and

(c) one offer structured as a net minimum guarantee for certain Purchased Assets, with the remaining Purchased Assets to be sold by auction subject to a buyer's premium.

13. As set out in further detail in the Third Report, between June 5 and June 8, 2026, certain of the Purchased Assets were subject to theft and vandalism. Due to the resulting damage to the Purchased Assets, the Equipment Purchaser made an adjustment to its offer to reflect a revised purchase price of $1,300,000 plus 90% of gross re-sale proceeds in excess of $1,300,000 after payment of mutually agreed transportation costs and refurbishment costs related to the Purchased Assets (collectively, the "**Recovery Costs**").

14. The Receiver did not invite other bidders to submit revised offers given that:

(a) discussions with the Equipment Purchaser had progressed in good faith to the point where the parties had agreed on the principal terms of a transaction and a draft Equipment Sale Agreement was ready for execution;

(b) permitting the other bidders to revise their offers or re-testing the market would likely have delayed the sale process and resulted in additional holding costs while prospective purchasers assessed the damage and conducted further due diligence;

(c) approximately 60% of the Purchased Assets were located at third-party sites under the management of the former director of the Debtors, who advised that the Purchased Assets needed to be removed promptly or they would be removed offsite without permission of the Receiver; and

(d) the Receiver had already commenced arrangements to relocate those Purchased Assets to secure facilities operated by the Equipment Purchaser to mitigate the risk of further theft, vandalism, or deterioration.

15. As is further discussed below, the Equipment Purchaser's revised offer was considered the highest and best offer by the Receiver. The Equipment Sale Agreement contains no conditions by the Equipment Purchaser.

16. Following revisions to the terms and conditions and consultation with the Senior Secured Creditors, the Receiver accepted the Equipment Purchaser's revised offer on July 14, 2026, and entered into the Equipment Sale Agreement with the Equipment Purchaser on August 6, 2026.

The Equipment Sale Agreement

17. The terms of the Equipment Sale Agreement include the following:

Term	**Details**
Purchaser	Ritchie Bros. Auctioneers (Canada) Ltd.
Purchase Price	$1,300,000, exclusive of all applicable taxes, together with 90% of any gross proceeds realized from the re-sale of the Purchased Assets by the Equipment Purchaser in excess of $1,300,000 and the Recovery Costs, excluding any buyer or administrative fees or sales taxes collected by the Equipment Purchaser.
Deposit	$270,500, which has been remitted by the Equipment Purchaser to the Receiver's trust account pending completion of the Equipment Transaction.
Purchased Assets	MTL and NCG's right, title and interest in the equipment and other assets described in Schedule "A" to the Equipment Sale Agreement. Of the 120 equipment units forming the Purchased Assets, the Debtors were not

Term	Details
	named as the registered owners of five equipment units. However, those five equipment units are subject to registrations in the British Columbia Personal Property Registry System, which name MTL and NCG as the debtors. Accordingly, the Receiver has included these five equipment units in the Equipment Transaction.
Representations and Warranties	On an "as-is, where-is" basis at the time of Closing.
Conditions Precedent	Material conditions precedent include the granting of the AVO approving the Equipment Sale Agreement and the Equipment Transaction.
Closing Date	10 business days following Court approval of the AVO, or such other date as may be agreed. The Receiver may, at its sole discretion, extend the Closing Date by up to 5 business days.

The Receiver's Recommendation

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

The Proposed Interim Distributions

19. The Receiver has made significant progress to realize value for the Debtors' assets. The Grace Road Property was sold pursuant to the Grace Road Transaction, which has now closed. The net proceeds resulting from the Grace Road Transaction were approximately $9.1 million.

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

21. The Receiver intends to make Interim Distributions in the total amount of $7 million to the Senior Secured Creditors, with:

(a) an Interim Distribution of $3,740,100 to NBC; and

(b) an Interim Distribution of $3,259,900 to BDC,

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

22. The remaining approximate $2.1 million from the net proceeds of the Grace Road Transaction will allow the Receiver to retain sufficient funds to pay any claims which rank in priority to the Senior Secured Creditors' claims (the "**Priority Claims**") and to fund estate costs.

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

Part 3: LEGAL BASIS

Governing Legal Principles with respect to a Sale Approval

24. 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.**

25. 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 Equipment Transaction Should be Approved

26. For the reasons set out below (and described in greater detail in the Third Report), the Receiver is of the view that the Equipment Transaction meets the *Soundair* criteria.

(a) **The Equipment Sales Process was Fair and Reasonable**: As set out above, the Equipment Sales Process was designed to attract a broad range of qualified bidders and to ensure that all interested parties were afforded a reasonable opportunity to submit offers. The Receiver is of the view that: (i) the Equipment Sales Process was conducted in a thorough, open and transparent manner; (ii) the Purchased Assets were marketed in a comprehensive, fair, and reasonable manner; and (iii) the market was adequately canvassed for potential purchasers.

(b) **The Equipment Transaction was the Best Bid**: The Receiver is of the view that no higher or otherwise superior offers were received for the Purchased Assets. Notwithstanding that the Purchase Price was reduced to account for the theft and damage described above and in further detail in the Third Report, the Receiver expected that the Equipment Purchaser's offer for the Purchased Assets would have remained superior to the other offers received.

(c) **The Purchase Price is Fair and Reasonable**: The Receiver is of the view that the Purchase Price represents a fair market value for the Purchased Assets in the context of a receivership sale and taking into account, among other things, the nature of and damage to the Purchased Assets and forced liquidation values.

(d) **The Equipment Transaction Benefits Stakeholders**: The Receiver is of the view that the Equipment Transaction contemplated by the Equipment Sale Agreement is in the best interests of the Debtors' estate. The Senior Secured Creditors have confirmed their support of the Receiver pursuing the Equipment Transaction on the terms as set out in the Equipment Sale Agreement.

The Interim Distributions Should Be Made

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

> ***Realtrium Holdings Pickering Inc. v. Simpson*, 2025 ONSC 5605 at para. 31; *Ontario Securities Commission v. Bridging Income Fund L.P.*, 2022 ONSC 4472 at paras. 8, 12; *First Source Financial Management v. Chacon Strawberry Fields Inc.*, 2024 ONSC 7229 at paras. 44, 47 [*Chacon*]; *Séquestre de 11475584 Canada inc.*, 2026 QCCS 336 at para. 19.**

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

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

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

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

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

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

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

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

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

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

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

Part 4: MATERIAL TO BE RELIED ON

1. The Receiver intends to rely upon:

(a) Third Report of the Receiver dated August 6, 2026; and

(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: August 6, 2026

Per Encina Roh

Signature of lawyer for the Receiver
Peter Rubin

To be completed by the court only:

Order made
[ ] in the terms requested in paragraphs .... of Part 1 of this notice of application

[ ] with the following variations and additional terms:
____
____
____

Date:____________________

Signature of [ ] Judge [ ] Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

[ ] discovery: comply with demand for documents

[ ] discovery: production of additional documents

[ ] extend oral discovery

[ ] other matter concerning oral discovery

[ ] amend pleadings

[ ] add/change parties

[ ] summary judgment

[ ] summary trial

[ ] service

[ ] mediation

[ ] adjournments

[ ] proceedings at trial

[ ] case plan orders: amend

[ ] case plan orders: other

[ ] experts

Schedule "A" to Notice of Application

No. S-261350
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

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

RESPONDENTS

ORDER MADE AFTER APPLICATION
(APPROVAL AND VESTING)

BEFORE	) THE HONOURABLE MADAM JUSTICE) FITZPATRICK	)	August 12, 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**", and collectively with 103 and MTL, the "**Debtors**"), coming on for hearing at Vancouver, British Columbia, on the 12th day of August, 2026; AND ON HEARING Peter Rubin, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Third Report of the Receiver dated August 6, 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 Agreement of Purchase and Sale dated August 6, 2026, including the schedules thereto (collectively, the "**Sale Agreement**") between the Receiver, in its capacity as Court-appointed Receiver of MTL and NCG, and not in its personal or corporate capacity, and Ritchie Bros. Auctioneers (Canada) 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 "A"** to the Report, and the transaction contemplated thereby (the "**Transaction**") are hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, including any minor amendments to the Sale Agreement as may be agreed to by the Receiver and the Purchaser, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement and listed in **Schedule "B"** hereto (collectively, the "**Purchased Assets**").

4. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as S**chedule "C"** hereto (the "**Receiver's Certificate**"), all of MTL and NCG's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated March 10, 2026 (the "**Receivership Order**"); and (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 (all of which are collectively referred to as the "**Encumbrances**") 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 delivery of the Receiver's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets. Without limiting the foregoing, the British Columbia Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the British Columbia Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Debtors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

6. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall be payable to the Receiver and stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the Net Proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased

Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

7. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.

8. Pursuant to section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or section 18(1)(o) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all personal information in the Debtors' records pertaining to the Purchased Assets. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

9. 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.

10. Notwithstanding:

    (a) these proceedings;

    (b) any applications for a bankruptcy order in respect of the Debtors now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

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

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

11. 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.

12. Endorsement of this Order by counsel appearing on this application, other than counsel for the Receiver, is hereby dispensed with.

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

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

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

BY THE COURT

REGISTRAR

Schedule A

Counsel List

Counsel	Party Represented
Doug Hyndman	Business Development Bank of Canada
Lily Y. Zhang	National Bank of Canada
Cody Reedman	1030931 B.C. Ltd., Manney Transport Ltd., NCG National Container Group Inc.

Schedule B

Purchased Assets

Description	Serial #
2023 CIMC EX53M3OTC00 40 ft Tri/A Extendable Container Trailer	LJRC54374PT001703
2023 CIMC EX53M3OTC00 40 ft Tri/A Container Trailer	LJRC54376PT001704
2023 CIMC EX53M3OTC00 40 ft Tri/A Container Trailer	LJRC54371PT001707
2023 CIMC EX53M3OTC00 40 ft Tri/A Container Trailer	LJRC54376PT001699
2016 Volvo VNL 6x4 T/A Sleeper Truck Tractor	4V4NC9EH5GN928758
2023 GMC Sierra 1500 Denali 4x4 Crew Cab Pickup	3GTUUGEL3PG203875
2018 Volvo VNL730 6x4 T/A Sleeper Truck Tractor	4V4NC9EHXJN951217
2019 Volvo VNL760 6x4 T/A Sleeper Truck Tractor	4V4NC9TJ1KN899726
2019 Volvo VNL860 6x4 T/A Sleeper Truck Tractor	4V4NC9EH9KN901149
2019 Mack Anthem 6x4 T/A Sleeper Truck Tractor	1M1AN4GY4KM009904
2018 Volvo VNL780 6x4 T/A Sleeper Truck Tractor	4V4NC9EH1JN998796
2019 Volvo VNL740 6x4 T/A Sleeper Truck Tractor	4V4NC9EJ3KN907113
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41378PT001818
2023 CIMC Tri/A Extendable Container Trailer	LJRC46370PT001499
2023 CIMC Tri/A Extendable Container Trailer	LJRC46379PT001503
2023 CIMC Tri/A Extendable Container Trailer	LJRC46370PT001504
2023 CIMC Tri/A Extendable Container Trailer	LJRC46374PT001506
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41376PT001820
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41378PT001821
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413S66T313606
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413S26T313604
2023 CIMC Tri/A Extendable Container Trailer	LJRC46379PT001517
2023 CIMC 40 ft Tri/A Container Trailer	LJRC4137XPT001822
2013 Lode King 53 ft Tri/A Step Deck Trailer	2LDSD5330DE055051
2023 CIMC 40 ft Tri/A Container Trailer	LJRC4137XPT001819
2023 CIMC Tri/A Extendable Container Trailer	LJRC46378PT001511
2023 CIMC Tri/A Extendable Container Trailer	LJRC46379PT001498
2023 CIMC Tri/A Container Trailer	LJRC46373PT001500
2023 CIMC Tri/A Extendable Container Trailer	LJRC46375PT001501
2023 CIMC CB45M3OTC00 Tri/A Extendable Container Trailer	LJRC46372PT001505
2023 CIMC Tri/A Extendable Container Trailer	LJRC46376PT001507
2023 CIMC Tri/A Extendable Container Trailer	LJRC46378PT001508
2023 CIMC CB45M3OTC00 Tri/A Extendable Container Trailer	LJRC46376PT001510
2023 CIMC Tri/A Extendable Container Trailer	LJRC4637XPT001512
2023 CIMC Tri/A Extendable Container Trailer	LJRC46373PT001514
2023 CIMC Tri/A Extendable Container Trailer	LJRC46375PT001515
2023 CIMC 53 ft Tri/A Extendable Container Trailer	LJRC5437XPT001706
2023 CIMC 53 ft Tri/A Extendable Container Trailer	LJRC54371PT001710

2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54373PT001711
2023 CIMC Tri/A Extendable Container Trailer	LJRC54377PT001713
2023 CIMC 53 ft Tri/A Extendable Container Trailer	LJRC54379PT001714
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41373PT001824
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41375PT001825
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413S86T313705
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413S66T313699
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413SX6T313706
2002 Hyundai 40 ft Tri/A Container Trailer	3H3C413S12T052203
2015 Lode King 32 ft Super B-Train Lead Flatbed Trailer	2LDPF3231FJ060405
2015 Lode King 28 ft Super B-Train Pup Flatbed Trailer	2LDPF2822FJ060406
2023 CIMC 53 ft Tri/A Container Trailer	LJRC54370PT001715
2023 CIMC Tri/A Extendable Container Trailer	LJRC46377PT001502
2023 CIMC Tri/A Extendable Container Trailer	LJRC46377PT001516
2023 CIMC 40 ft Tri/A Container Trailer	LJRC41371PT001823
2017 Lode King 53 ft Tri/A Flatbed Trailer	2LDPF5331HR063562
2003 Lode King Tri/A Extendable Container Trailer	2LDCC53353E038428
2011 Volvo VNL 6x4 T/A Day Cab Truck Tractor	4V4NC9EH3BN528447
2006 Hyundai 40 ft Tri/A Container Trailer	3H3C413S96T313583
2003 Lode King Tri/A Extendable Container Trailer	2LDCC53313E038832
2003 Lode King 53 ft Tri/A Extendable Container Trailer	2LDCC53333E038430
2023 CIMC 40 ft Tri/A Extendable Container Trailer	LJRC54379PT001700
2023 53 ft Tri/A Extendable Container Trailer	LJRC54377PT001694
2023 CIMC 53 ft Tri/A Extendable Container Trailer	LJRC54375PT001709
2023 CIMC 53 ft Tri/A Extendable Container Trailer	LJRC54371PT001691
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG2NN305896
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG6NN305898
2016 Volvo VNL 6x4 T/A Sleeper Truck Tractor	4V4NC9EH1GN935819
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG9NN305894
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54373PT001708
2017 Freightliner Cascadia 6x4 T/A Sleeper Truck Tractor	3AKJGLDR9HDHG7415
2019 Volvo VNL760 6x4 T/A Sleeper Truck Tractor	4V4NC9EJ5KN907114
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC5437XPT001690
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54372PT001702
2019 Volvo VNL760 6x4 T/A Sleeper Truck Tractor	4V4NC9EJ7KN907115
2016 Volvo VNL 6x4 T/A Sleeper Truck Tractor	4V4NC9EJ9GN967033
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54372PT001697
2002 Hyundai CGN40-500S 40 ft Container Trailer	3H3C413S82T052232
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54378PT001686
2006 Hyundai CGN403-509 40 ft Tri/A Container Trailer	3H3C413S06T313696
2006 Hyundai CGN403-509 40 ft Tri/A Container Trailer	3H3C413S66T313668
2006 Hyundai CGN403-509 40 ft Tri/A Container Trailer	3H3C413S16T313674
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC5437XPT001687
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54373PT001692
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG3NN295167

2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54375PT001712
2006 Hyundai CGN403-509 40 ft Tri/A Container Trailer	3H3C413S86T313672
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54373PT001689
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54370PT001701
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54374PT001698
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG4NN305897
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG0NN305895
2019 Volvo VNL 6x4 T/A Sleeper Truck Tractor	4V4NC9EJ1KN907112
2022 Volvo VNR300 6x4 T/A Day Cab Truck Tractor	4V4WC9EG7NN305893
2017 Freightliner Cascadia 125 6x4 T/A Sleeper Truck Tractor	3AKJGLDR5HDHG7413
2017 Freightliner Cascadia 125 6x4 T/A Sleeper Truck Tractor	1FUJGLDR4HLHK7674
2023 CIMC Tri/A Extendable Container Trailer	LJRC4637XPT001509
2023 CIMC Tri/A Extendable Container Trailer	LJRC46371PT001513
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54375PT001693
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54379PT001695
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54378PT001705
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54370PT001696
2023 CIMC EX53M3OTC00 Tri/A Extendable Container Trailer	LJRC54371PT001688
2006 Hyundai CGN403-509 40 ft Tri/A Container Trailer	3H3C413SX6T313673
2011 Volvo VNL 6x4 T/A Sleeper Truck Tractor	4V4NC9TG8BN299371
Qty of 17 Assorted Intermodal Shipping Containers	

Schedule C

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

RECEIVER'S CERTIFICATE

A. Pursuant to an Order of Madam Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**") dated March 10, 2026 (the "**Receivership Order**"), Alvarez & Marsal Canada Inc. was appointed as the receiver and manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of 1030931 B.C. Ltd.

B. The Receivership Order deferred the Receiver's powers over Manney Transport Ltd. ("**MTL**") and NCG National Container Group Inc. ("**NCG**") to April 10, 2026, when at that time, the Receiver exercised its powers and took possession of all assets, undertakings and property of MTL and NCG pursuant to the Receivership Order.

C. Pursuant to an Order of the Court dated August 12, 2026 (the "**Approval and Vesting Order**"), the Court, among other things, approved the Agreement of Purchase and Sale entered into as of August 6, 2026, between the Receiver and Ritchie Bros. Auctioneers (Canada) Ltd. (the "**Purchaser**"), a copy of which is attached as **Appendix "A"** to the Third Report of the Receiver dated August 6, 2026, and the transaction contemplated thereby, and providing for the occurrence of certain events in the specified sequence upon delivery by the Receiver to the Purchaser of a certificate confirming (i) payment by the Purchaser of the purchase price as set out in the Sale Agreement; (ii) that the conditions to completion as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

D. Unless otherwise indicated herein, the capitalized terms have the meanings set out in the Approval and Vesting Order.

THE RECEIVER HEREBY CERTIFIES the following:

1. the Purchaser has paid and the Receiver has received the Purchase Price payable on the Closing Date pursuant to the Sale Agreement;

2. the conditions to closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;

3. the Transaction has been completed to the satisfaction of the Receiver; and

4. this Certificate was delivered by the Receiver at ________ on ______________, 2026.

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

Per: ______________________________

Name:

Title:

No. S-261350
Vancouver Registry

IN THE SUPREME COURT OF
BRITISH COLUMBIA

BETWEEN:

NATIONAL BANK OF CANADA

PETITIONER

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

RESPONDENTS

ORDER MADE AFTER APPLICATION

Peter Rubin
BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
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604.631.3300
Agent: Dye & Durham

Schedule "B" to Notice of Application

No. S-261350
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

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

RESPONDENTS

ORDER MADE AFTER APPLICATION (INTERIM DISTRIBUTION)

BEFORE	THE HONOURABLE MADAM JUSTICE FITZPATRICK		August 12, 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**", and collectively with 103 and MTL, the "**Debtors**"), coming on for hearing at Vancouver, British Columbia, on the 12th day of August, 2026; AND ON HEARING Peter Rubin, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Third Report of the Receiver dated August 6, 2026,

THIS COURT ORDERS AND DECLARES THAT:

Authorized Distributions

1. The Receiver is hereby authorized and directed to make the following interim distributions to:

    (a) National Bank of Canada ("**NBC**") in the total amount of $3,740,100 in respect of amounts owing to NBC by the Debtors;

(b) Business Development Bank of Canada ("**BDC**") in the total amount of $3,259,900 in respect of amounts owing to BDC by the Debtors.

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

3. Notwithstanding:

(a) the pendency of these proceedings;

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

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

any Distributions contemplated by this Order shall be made free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts, or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed, and whether secured or unsecured, shall be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Receiver and any party receiving Distributions pursuant to this Order, and shall not constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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

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

General

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

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

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

Signature of lawyer for the Receiver
Peter Rubin

BY THE COURT.

Registrar

Schedule "A"

Counsel List

COUNSEL NAME	PARTY REPRESENTED
Doug Hyndman	Business Development Bank of Canada
Lily Y. Zhang	National Bank of Canada
Cody Reedman	1030931 B.C. Ltd., Manney Transport Ltd., NCG National Container Group Inc.

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RESPONDENTS

ORDER MADE AFTER APPLICATION

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