



No. VLC-S-S-249020
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *LAW AND EQUITY ACT*, R.S.B.C. 1996, c. 253, AS AMENDED

**AND IN THE MATTER OF THE PROCEEDINGS OF SVC-MOUNTAINSIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC**

PETITIONERS

**ORDER MADE AFTER APPLICATION
SISP APPROVAL ORDER**

BEFORE)
) THE HONOURABLE JUSTICE) *January 24, 2025*
) COVAL)
))

ON THE PETITION of the Petitioners, SVC-Mountainside ULC and Shell Owners Association – Pacific (together, the “**Applicants**”), coming on for hearing at Vancouver, British Columbia, on the 23rd day of January, 2025, ^{with judgment received on this date} AND ON HEARING Mitchell W. Grossell, counsel for the Applicants, Kibben Jackson, counsel for BDO Canada Limited in its capacity as the proposed Administrator (in such capacity, the “**Administrator**”), and those other counsel listed on **Schedule “A”** hereto; AND UPON READING the material filed, including the affidavit of Anthony Cimo sworn December 23, 2024 and the Exhibits thereto, the Pre-Filing Report of the Administrator filed; AND PURSUANT to the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended;

THIS COURT ORDERS AND DECLARES THAT:

CAPITALIZED TERMS

1. All capitalized terms not expressly defined herein shall have the meanings given to them in the sale and investment solicitation process attached at **Schedule “B”** hereto (the “**SISP**”).

APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS

2. The SISP and the procedures contemplated in the SISP are hereby approved, subject to such non-material amendments as may be agreed to by the Applicants and the Administrator. The Administrator may extend the timelines prescribed in the SISP with the approval of the Applicants or further order of the Court.

3. The Administrator and the Applicants are hereby authorized and directed to carry out the SISP in accordance with its terms and the provisions of this Order, and are hereby authorized and directed to take such steps and execute such documents (including, without limitation, any confidentiality agreements) as the Administrator and the Applicants consider necessary or reasonably incidental to the SISP, provided that the Administrator and the Applicants shall seek the approval of this Court before completing or closing any transaction(s) in connection with the SISP (a "**Transaction**").

4. The Applicants and the Administrator are authorized to immediately commence the SISP, in accordance with the SISP Procedures timelines, to solicit interest in the opportunity for a sale or investment in all or part of the Applicants' assets or business operations.

5. The Listing Agreement between the Administrator and the Listing Agent is hereby authorized and approved, including any such minor amendments as the Administrator and the Listing Agent may deem necessary.

6. The Applicants, the Administrator, and their respective agents, employees, legal counsel, advisors, and affiliates shall have no liability whatsoever with respect to any and all losses, claims, damages, or liabilities of any nature or kind to any person or entity as a result of implementing the SISP or otherwise in connection with the SISP (including, without limitation, through the disclosure of any information and documentation regarding the Applicants, the Assets, or the Business) except to the extent that any such losses, claims, damages, or liabilities result from the gross negligence or wilful misconduct of the Applicants or the Administrator, as determined by this Court.

7. In overseeing the SISP, the Administrator shall have all of the benefits and protections granted to it under the Appointment Order and any other order of this Court in the within proceeding.

REGULATORY COMPLIANCE

8. The Applicants and the Administrator, and their respective counsel, may serve or distribute this Order, the SISP, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to any person or interested party that the Administrator or the Applicants consider appropriate, including their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

9. Pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), S.C. 2000, c. 5, as amended, section 18(10(o)) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulation promulgated under authority of either Act, and all equivalent privacy laws and regulations in other jurisdictions, as applicable, the Administrator, the Applicants and their respective advisors and agents are hereby authorized and permitted to disclose personal information of identifiable individuals including all human resource and payroll information in the Applicants' records pertaining to past or current employees ("**Personal Information**") to potential bidders, including their advisors (each, a "**Recipient**"), but only to the extent that such disclosure is necessary or desirable to implement the SISP or a Transaction. Each Recipient to whom 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 Business and/or Assets in accordance with the terms hereof and the Confidentiality Agreement and, if the Business and/or Assets are no longer being considered by the Recipient, if the Recipient does not complete a Transaction under the SISP or otherwise at the request of the Administrator or the Applicants, such Recipient shall return all such information to the Administrator and the Applicants or alternatively destroy such information and provide confirmation of its destruction if so requested by the Administrator or the Applicants. The Successful Bidder(s) shall maintain and

protect the privacy of such Personal Information and, upon the closing of any Transaction(s), shall be entitled to use the Personal Information provided to them that is related to the Assets or the Business subject to the Transaction(s) in a manner that is in all material respects identical to the prior use of such information by the Applicants and the Administrator, and shall return all other Personal Information to the Applicants and the Administrator or alternatively destroy such information and provide confirmation of its destruction if so requested by the Applicants or the Administrator.

10. The Applicants and the Administrator are hereby authorized to disclose to any Recipient any information or documentation contained in the Applicants' records (including, without limitation, confidential or commercially sensitive information or documentation) regarding the Assets and/or parties with whom the Applicants transact (collectively, "**Confidential Information**"), provided that the Applicants and the Administrator shall only disclose such Confidential Information that the Applicants and the Administrator determine is reasonably necessary to permit a potential bidder to conduct due diligence with respect to a potential Transaction or that is otherwise necessary to implement the SISP or a potential Transaction.

11. Each Recipient to whom Confidential Information is disclosed pursuant to the SISP shall maintain and protect the confidentiality of such Confidential Information and limit the use of such Confidential Information to its evaluation of the Business and/or Assets in accordance with the terms of the SISP and the applicable Confidentiality Agreement and, if the Business and/or Assets is no longer being considered by the Recipient, if the Recipient does not complete a Transaction under the SISP or otherwise at the request of the Applicants or the Administrator, such Recipient shall return all such Confidential Information to the Applicants and the Administrator or alternatively destroy such Confidential Information and provide confirmation of its destruction if so requested by the Applicants or the Administrator. The Successful Bidder(s) shall maintain and protect the confidentiality of such Confidential Information and, upon the closing of any Transaction(s), shall be entitled to use the Confidential Information provided to them that is related to the Assets or the Business subject to the Transaction(s) in a manner that is in all material respects identical to the prior use of such Confidential Information by the Applicants and the Administrator and shall return all other Confidential Information to the Applicants and the Administrator or

alternatively destroy such Confidential Information and provide confirmation of its destruction if so requested by the Applicants or the Administrator.

APPROVAL OF STALKING HORSE BID

12. The Applicants are hereby authorized and empowered to enter into an asset purchase agreement (the “**Stalking Horse Agreement**”) between Shell Owners Association – Pacific and SVC-Mountainside ULC, as vendors, and Executive Mountainside Holdings Ltd., as purchaser (the “**Stalking Horse Bidder**”), dated as of December 16, 2024, with such minor amendments as may be acceptable to each of the parties thereto, with the prior approval of the Administrator, provided that nothing herein approves the transactions contemplated in the Stalking Horse Agreement and that the approval of the transaction contemplated in the Stalking Horse Agreement shall be considered by this Court on a subsequent application made to this Court if the Stalking Horse Agreement is the Successful Bid pursuant to the terms of the SISP.

13. The Stalking Horse Agreement is hereby approved and accepted solely for the purposes of being the Stalking Horse Bid under the SISP and subject to further Order of this Court referred to in paragraph 11 above.

BID PROTECTIONS

14. If the Stalking Horse Bidder is not the Successful Bidder, the Applicants are authorized to pay the Break Fee in the amount of \$180,000, in accordance with the terms of the Stalking Horse Agreement.

15. The Stalking Horse Agreement shall not be rendered invalid or unenforceable and the rights and remedies of the Stalking Horse Bidder thereunder shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made in connection therewith; (b) any motion(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the “**BIA**”) or any bankruptcy order(s) made pursuant to such motions; (c) the filing of any assignments in bankruptcy made or deemed to be made in respect of the Applicants for the general benefit of creditors pursuant to the BIA; (d) the provisions of any federal or provincial statutes, including any such provisions pertaining to fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, other

reviewable transactions, or oppressive or unfairly prejudicial conduct; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of security interests, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) the execution, delivery or performance of the Stalking Horse Agreement shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;
- (b) the Stalking Horse Bidder shall not have any liability to any person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into the Stalking Horse Agreement; and
- (c) the payments made by the Applicants pursuant to this Order or the Stalking Horse Agreement, if any, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

GENERAL

16. The Applicants and the Administrator may from time to time apply to this Court for advice and directions in the discharge of their respective powers and duties hereunder.
17. This Order shall have full force and effect in all provinces and territories in Canada.
18. THIS COURT REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to give effect to this Order and to assist the Applicants and the Administrator and their 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 Applicants and to the Administrator, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants and the Administrator and their agents in carrying out the terms of this Order.

19. The Applicants and the Administrator be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Administrator 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.

20. Endorsement of this Order by counsel appearing on this application other than counsel for the Applicants is hereby dispensed with.

21. This Order and all of its provisions are effective as of 12:01 a.m. (local Vancouver time) on the date of this Order without the need for entry or filing.

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 Mitchell W. Grossell

Counsel for the Applicants

BY THE COURT


REGISTRAR

SCHEDULE "A"

COUNSEL LIST

Counsel Name	Party
Tevia Jeffries, Mitchell W. Grossell & Shurabi Srikaruna	Petitioners
Kibben Jackson & Mishaal Gih	BDO Canada LLP, as Proposed Administrator of the Petitioners
Scott Stephens	Executive Inc Inc Mountainside Holdings Ltd.
Gurdeep Sandhu	Unifor Local 3000

SCHEDULE "B"

SALE AND INVESTMENT SOLICITATION PROCESS

INTRODUCTION

On January 23, 2025, SVC-Mountainside ULC ("ULC") and Shell Owners Association – Pacific ("SOAP" and together with ULC, the "Companies") commenced a court-supervised proceeding (the "Restructuring Proceeding") in the Supreme Court of British Columbia (the "Court"), obtaining an order (the "Appointment Order"), among other things, appointing BDO Canada Limited as the court-officer in the Restructuring Proceeding (in such capacity, the "Administrator").

On the same day, the Companies applied to the Court for an order that, among other things: (a) approves this sale and investment solicitation process (the "SISP"), and (b) authorizes the execution by the Companies of the stalking horse agreement of purchase and sale as among the Companies and the Stalking Horse Bidder (as defined below) dated December 16, 2024 (the "Stalking Horse Agreement") as the stalking horse bid for the purpose of conducting this SISP.

The purpose of the SISP is to identify one or more purchasers of and/or investors in all or substantially all of the Business and/or Assets (each as defined below) of the Companies to make an offer (each a "Bid") that is superior to the offer contemplated by the Stalking Horse Agreement, and to complete the transaction contemplated by any such offer, or the Stalking Horse Agreement if no other offers are accepted. Set forth below are the procedures (the "SISP Procedures") that shall govern the SISP and any transaction consummated as a result thereof.

Pursuant to this SISP, the Administrator, in consultation with the Companies, plan to engage a listing agent (the "Listing Agent") to assist with the SISP.

1. Defined Terms

The following capitalized terms have the following meanings when used in this SISP:

"Administrator" has the meaning given to it in the Introduction;

"Acknowledgment of the SISP" means an acknowledgement of the SISP in the form attached as Schedule "A" hereto;

"Aggregate Bid" means a combination of Portion Bids that do not overlap for Assets sought to be purchased, and which, when totalled, equal or exceed the Minimum Bid Amount;

"Assets" means the assets, undertakings and property of the Companies, including any strata lots owned by the Companies;

"Auction" has the meaning given to it in Section 15;

"Auction Procedure" has the meaning given to it in Section 15;

"Back-Up Bid Expiration Date" has the meaning given to it in Section 19;

“**Back-Up Bid**” has the meaning given to it in Section 15;

“**Bid**” has the meaning given to it in the Introduction;

“**Break Fee**” has the meaning given to it in Section 2;

“**Business**” means the business carried on by the Companies including, without limitation, the operation of a timeshare resort and several vacation leases arising from or out of their ownership of the strata lots;

“**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia, on which commercial banks in Vancouver, British Columbia are open for business;

“**Companies**” has the meaning given to it in the Introduction;

“**Confidential Data Room**” means a private and confidential data room prepared and maintained by the Administrator or the Listing Agent, as the case may be, containing confidential information in respect of the Companies, the Business and the Assets;

“**Confidentiality Agreement**” means the confidentiality agreement, upon terms satisfactory to the Companies, in consultation with the Administrator, entered into between the Companies and an Interested Party;

“**Court**” has the meaning given to it in the Introduction;

“**Form Purchase Agreement**” means the template agreement of purchase and sale posted in the Confidential Data Room substantially in the form of the Stalking Horse Agreement;

“**Interested Party**” has the meaning given to it in Section 2;

“**Investment Proposal**” has the meaning given to it in in Section 9;

“**Known Potential Bidders**” has the meaning given to in Section 5(a);

“**Listing Agent**” has the meaning given to it in the Introduction;

“**Minimum Bid Amount**” means the Purchase Price under the Stalking Horse Agreement, plus the Break Fee;

“**Notice**” has the meaning given to it in Section 5(b);

“**Outside Date**” means May 29, 2025, or such other date as the Companies, the Administrator, and the Successful Bidder(s) or the Back-Up Bidder, if applicable, may agree, acting reasonably;

“**Phase I Bid**” means an initial non-binding Bid submitted by an Interested Party pursuant to Section 9 hereof;

“**Phase I Bid Deadline**” has the meaning given to it in Section 9;

“**Phase I Bidder**” means a bidder submitting a Phase I Bid;

“**Phase I Deposit**” has the meaning given to it in Section 11(i);

“**Phase I Participant Requirements**” has the meaning given to it in Section 10;

“**Phase II Bid**” means a binding and unconditional Bid submitted by a Qualified Phase I Bidder;

“**Phase II Bidder**” means a bidder submitting a Phase II Bid;

“**Phase II Bid Deadline**” has the meaning given to it in Section 9;

“**Portion Bid**” means a Bid for less than all, or substantially all of the Assets, that is otherwise a Qualified Phase I Bid or a Qualified Phase II Bid;

“**Portion Bidder**” means a Qualified Phase I Bidder and/or a Qualified Phase II Bidder that submits a Portion Bid;

“**Purchase Price**” has the meaning given to it in Section 11(a)(i);

“**Qualified Phase I Bid**” means a Phase I Bid that satisfies the conditions set out in Section 11. For greater certainty, a Portion Bid may be a Qualified Phase II Bid if it forms part of an Aggregate Bid;

“**Qualified Phase I Bidder**” means a bidder submitting a Qualified Phase I Bid;

“**Qualified Phase II Bid**” means a Phase II Bid that satisfies the conditions set out in Section 14. For greater certainty, a Portion Bid may be a Qualified Phase II Bid if it forms part of an Aggregate Bid;

“**Qualified Phase II Bidder**” means a bidder submitting a Qualified Phase II Bid;

“**Qualified Investment Bid**” is an Investment Proposal that is determined to be a Qualified Phase II Bid by the Administrator, in consultation with the Companies, pursuant to Section 14;

“**Qualified Sale Bid**” is a Sale Proposal that is determined to be a Qualified Phase II Bid by the Administrator, in consultation with the Companies, pursuant to Section 14;

“**Sale Approval Hearing**” has the meaning given to it in Section 18

“**Sale Proposal**” has the meaning given to it in Section 9;

“**SISP**” has the meaning given to it in the Introduction;

“**SISP Procedures**” has the meaning given to it in the Introduction;

“**Stalking Horse Agreement**” has the meaning given to it in the Introduction;

“**Stalking Horse Bidder**” means Executive Mountainside Holdings Ltd., or an affiliate thereof;

“**Successful Bid**” has the meaning given to it in Section 15;

“**Successful Bidder**” has the meaning given to it in Section 15; and

“**Teaser Letter**” has the meaning given to it in Section 5(c).

2. **The SISP Procedures**

The SISP shall consist of two phases. In the first phase, any interested party (an “**Interested Party**”) that meets the preliminary participant requirements set out herein, including having executed a Confidentiality Agreement and an Acknowledgement of the SISP, shall be provided with access to the Confidential Data Room to prepare and submit a Phase I Bid by the Phase I Bid Deadline. Phase I Bidders that are determined by the Administrator, in consultation with the Companies, to be Qualified Phase I Bidders shall be invited to participate in the second phase wherein they will prepare and submit a Phase II Bid by the Phase II Bid Deadline.

The Administrator, in consultation with the Companies, shall supervise the SISP Procedures. The Administrator shall be required to consult with the Companies in respect of all matters arising out of this SISP. The Administrator shall direct and preside over the Auction, if applicable. If there is disagreement as to the interpretation or application of this SISP, the Court will have the jurisdiction to hear and resolve such dispute.

Certain bid protections are provided for in the Stalking Horse Agreement (including a break fee) (the “**Break Fee**”), subject to the conditions set forth therein. No other bidder may request or receive any form of bid protection as part of any bid made pursuant to the SISP.

3. **“As Is, Where Is”**

The sale of the Business or all or any part of the Assets or an investment in the Companies will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature or description by the Companies, the Administrator, the Listing Agent or any of their respective employees, officers, directors, agents or advisors, except to the extent set forth in the relevant definitive Sale Proposal or Investment Proposal agreement, if applicable, with a Successful Bidder. None of the Administrator, the Companies, or their respective employees, officers, directors, partners, agents or advisors makes any representation or warranty as to title, description, fitness for purpose, merchantability, quantity, conditions or quality of any of the Assets, the Business or the accuracy or completeness of the information provided to any party pursuant to the SISP or otherwise, including the information contained in any of the Teaser Letter and the Confidential Data Room.

By participating in this process, each Interested Party is deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Business, the Assets or the Companies prior to making its Bid, that it has relied solely on its own independent review, investigation, and/or inspection of any documents and/or regarding the Business, the Assets or the Companies in making its Bid, and that it did not rely on any written or oral statements, representations, promises, warranties, conditions or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Business, the Assets or the Companies or the completeness of any information provided in connection therewith, except as expressly stated in the terms of any definitive transaction documents.

4. **Timeline**

The following table sets out the key milestones under the SISP:¹

Milestone	Deadline
Commencement of the SISP	T (date of Court order approving the SISP)
Distribution of the Notice, Teaser Letter, Confidentiality Agreement and Acknowledgment of SISP	As soon as reasonably practicable following the SISP Approval Order being granted
Phase I Bid Deadline (5:00 PM (Pacific Time))	T + 60 days (March 24, 2025)
Phase II Bid Deadline (5:00 PM (Pacific Time))	T + 91 days (April 24, 2025)
Selection of Successful Bid(s), Back-Up Bid(s), or Notification of Auction (if any)	T + 98 days (May 1, 2025)
Auction (if any)	Within 3 business days (May 6, 2025)
Sale Approval Hearing	As soon as practicable
Closing Date Deadline	May 29, 2025

5. **Solicitation of Interest**

As soon as reasonably practicable following the commencement of the SISP:

- (a) the Administrator, with the assistance of the Companies and the Listing Agent, will prepare a list of potential bidders, including (i) any parties that have previously approached the Companies, the Administrator or the Listing Agent indicating an

¹ The dates included in the table and in the SISP are for indicative purposes and will change based on the date that the Court approves the SISP.

interest in the opportunity; and (ii) strategic parties whom the Companies, the Administrator, or the Listing Agent believe may be interested in purchasing all or part of the Business and Assets, or investing in the Companies, pursuant to the SISP (collectively, the “**Known Potential Bidders**”);

- (b) the Administrator will cause a notice of the SISP and such other relevant information that the Administrator, in consultation with the Companies and the Listing Agent, considers appropriate (the “**Notice**”) to be published in *The Globe and Mail* (National Edition) and *Insolvency Insider* and any other newspaper, journal or industry publication as the Companies, the Administrator and Listing Agent consider appropriate, if any; and
- (c) the Administrator, in consultation with the Companies and the Listing Agent, will prepare: (i) a process summary (the “**Teaser Letter**”) describing the opportunity, outlining the process and timelines under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP; (ii) a Confidentiality Agreement; and (iii) an Acknowledgement of the SISP, in each case in form and substance satisfactory to the Companies.

The Administrator will publish the Notice and send the Teaser Letter, Confidentiality Agreement, and Acknowledgement of the SISP to all Known Potential Bidders as soon as reasonably practicable following the SISP Approval Order being granted, and to any other party who requests a copy of the Teaser Letter, Confidentiality Agreement, and Acknowledgement of the SISP, or who is identified to the Companies, the Administrator or the Listing Agent as a potential bidder, as soon as reasonably practicable after such request or identification.

6. **Role of Management of the Companies**

In the event that any party that is affiliated or associated with the Board of Directors or management of the Companies intends to submit a Bid pursuant to the SISP, any such party must advise the Administrator of such intention in writing by February 6, 2025. Any such party(ies) shall be entitled to participate in the SISP as an Interested Party, provided that, and only to the extent that, such party(ies) shall: (i) be excluded from participating in the SISP in any manner or capacity that would be reasonably likely to create an unfair advantage for any party or otherwise jeopardize the integrity of the SISP, as determined by the Administrator; and (ii) be subject to such restrictions as the Administrator determines to be necessary to ensure compliance with (i).

7. **Role of the Administrator**

The Administrator’s responsibilities pursuant to the SISP include:

- (a) consulting with the Companies in connection with the bidding procedures included in this SISP and assisting the Companies with the closing of the transaction contemplated in the Successful Bid(s);
- (b) assisting the Companies with supervision of the SISP Procedures;

- (c) reporting to the Court in connection with the SISP Procedures, including the bidding procedures described in this SISP, and the closing of the transaction contemplated with the Successful Bid(s);
- (d) conducting an Auction, if necessary, in accordance with the Auction Procedures attached hereto as Schedule "C"; and
- (e) assisting the Companies to facilitate information requests, including assisting the Companies in preparing or modifying financial information to assist with the bidding procedures described in this SISP and the closing of the transaction contemplated in the Successful Bid(s) (including the Stalking Horse Agreement).

8. **Access to Due Diligence Materials**

Only Interested Parties that satisfy the Phase I Participant Requirements (including the Stalking Horse Bidder) will be eligible to receive access to the Confidential Data Room.

The Administrator, in consultation with the Companies, will be responsible for the coordination of all reasonable requests for additional information and due diligence access from Interested Parties. The Companies, the Administrator, and the Listing Agent shall not be obligated to furnish additional due diligence information after the Phase I Bid Deadline to Qualified Phase I Bidders before the Phase II Bid Deadline. Further, the Companies, the Administrator and the Listing Agent shall not be obligated to furnish any due diligence information after the Phase II Bid Deadline, provided however that the Companies, the Administrator, or the Listing Agent may (but are not obligated to) provide further information including, without limitation, financial information to the Successful Bidder (including the Stalking Horse Bidder). The Companies, the Administrator, and the Listing Agent shall not be responsible for, and will bear no liability with respect to, any information obtained by any party in connection with the sale of the Assets and the Business, or an investment in the Companies. If the Companies, the Administrator or the Listing Agent provide additional information and due diligence to an Interested Party that was not previously provided to the Stalking Horse Bidder, either the Companies, the Administrator or the Listing Agent shall concurrently provide such additional information to the Stalking Horse Bidder or notify the Stalking Horse Bidder that such information is available in the Confidential Data Room.

9. **Bid Deadlines**

An Interested Party that wishes to make a Bid to: (a) acquire the Business or all, or substantially all or any part of the Assets, including the strata lots owned by the Companies (a "**Sale Proposal**"); or (b) make an investment in the Companies by way of private issuances, sale or placement of newly issued or treasury equity, equity-linked or debt securities, instruments or obligations of the Companies with one or more lenders and/or investors or security holders (an "**Investment Proposal**"), must deliver an executed copy of a Phase I Bid to the Administrator, with a copy to the Companies, at the e-mail addresses specified in Schedule "B", so as to be received by it **no later than 5:00 p.m. (Pacific**

Time) on March 24, 2025, or such other later date or time as may be agreed by the Companies and the Administrator (the “**Phase I Bid Deadline**”).

All Phase II Bids must be submitted to the Administrator, with a copy to the Companies, at the e-mail addresses specified in Schedule “B”, so as to be received by it no later than 5:00 p.m. (Pacific Time) on April 24, 2025, or such other later date or time as may be agreed by the Companies and the Administrator (the “**Phase II Bid Deadline**”).

PHASE 1 – NON BINDING BIDS

10. Phase I Participant Requirements

To participate in Phase I of the SISP and to otherwise be considered for any purpose hereunder, each Interested Party must provide the Administrator and the Companies with an executed copy of each of the following prior to being provided with access to the Confidential Data Room: (i) a Confidentiality Agreement; and (ii) an Acknowledgement of the SISP (collectively, the “**Phase I Participant Requirements**”).

11. Qualified Phase I Bids

Only Qualified Phase I Bidders shall be allowed to participate in Phase II of the SISP.

In order for the Administrator, in consultation with the Companies, to determine whether an Interested Party is a Qualified Phase I Bidder, the Interested Party must provide, in form and substance satisfactory to the Administrator, in consultation with the Companies, each of the following on or before the Phase I Bid Deadline:

- (a) Non-Binding Letter of Intent Describing Phase I Bid: A non-binding letter of intent describing the material terms of the Phase I Bid, which includes the following information:
 - (i) Sale Proposal: In the case of a Sale Proposal, the material terms and conditions of the proposed transaction, including identification of the Business or the Assets proposed to be acquired, the obligations to be assumed, the purchase price for the Business or Assets proposed to be acquired (the “**Purchase Price**”), and the structure and financing of the proposed transaction;
 - (ii) Investment Proposal: In the case of an Investment Proposal, the material terms and conditions of the proposed transaction, including details regarding the proposed equity and debt structure of the Companies following completion of the proposed transaction, the direct or indirect investment target and the aggregate amount of equity and debt investment (including the sources of such capital, the underlying assumptions regarding the *pro forma* capital structure, as well as anticipated tranches of debt, debt service fees, interest and amortization) to be made in the Companies, and the debt, equity, or other securities, if any, proposed to be allocated to creditors of the Companies;

- (b) Purchase Price: Evidence that the Purchase Price (in the case of a Sale Proposal) or imputed value (in the case of an Investment Proposal) under the Phase I Bid or Aggregate Bid shall be an amount equal to or greater than the Minimum Bid Amount (a “**Superior Offer**”), provided that any Portion Bidder shall not be subject to the Minimum Bid Amount except to the extent that it forms part of an Aggregate Bid;
- (c) Proof of Financial Ability to Perform: Written evidence upon which the Companies and the Administrator may reasonably conclude that the Interested Party has obtained, or shall obtain on or before the Phase II Bid Deadline, the necessary sources of financing that it shall require to close the contemplated transaction on or before the Outside Date, including, without limitation: (i) the sources of such financing and contact names and phone numbers required to verify same; and (ii) any such other form of financial disclosure or credit-quality support information or enhancement requested by and reasonably acceptable to the Administrator, in consultation with the Companies, demonstrating that such Phase I Bidder has, or will have, the ability to close the contemplated transaction;
- (d) Outstanding Due Diligence: A description of any additional due diligence required to be conducted in order to submit a Qualified Phase II Bid and the impact any additional due diligence may have on the final Purchase Price in a Sale Proposal or the imputed value in an Investment Proposal;
- (e) Identification: Full written disclosure of the identity of each person (including any person that controls such person) that will be directly or indirectly sponsoring or participating in the Phase I Bid, including whether any prior or current member of the Companies’ board, management, any employee or consultant to the Companies or any creditor or shareholder of the Companies is involved in any way with the Phase I Bid or assisted with the Phase I Bid, and the complete terms of any such participation as well as evidence of corporate authority to sponsor or participate in the Phase I Bid;
- (f) Acknowledgment: An acknowledgement and representation that the Interested Party: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents regarding the Companies, the Business and/or the Assets to be acquired, or the liabilities to be assumed in making its Phase I Bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties, conditions or guaranties whatsoever, whether express or implied (by operation of law or otherwise) by the Companies, the Administrator, the Listing Agent or any of their respective employees, directors, officers, agents, advisors or other representatives, regarding the Companies, the Business, the Assets to be acquired, or the liabilities to be assumed, or the completeness of any information provided in connection therewith, except as expressly provided in any definitive transaction documents;
- (g) Authorization: Evidence, in form and substance reasonably satisfactory to the Administrator, in consultation with the Companies, of authorization and approval

from the Interested Party's board of directors (or comparable governing body) with respect to the submission, execution and delivery of the Phase I Bid, and identification of any anticipated shareholder, regulatory or other approvals outstanding, and the anticipated time frame and any anticipated impediments for obtaining such approvals;

- (h) No Break or Termination Fee: Evidence that the Phase I Bid does not include any request for or entitlement to any break or termination fee, expense, reimbursement or similar type of payment, and confirmation that the Interested Party shall be responsible for all of its costs and expenses associated with conducting due diligence and submitting a Bid;
- (i) Deposit: A cash deposit (the "**Phase I Deposit**") in an amount equal to 10% of the Purchase Price (in the case of a Sale Proposal) or imputed value (in the case of an Investment Proposal) that shall be paid to the Administrator in trust, which Phase I Deposit shall be held and dealt with in accordance with this SISP;
- (j) Other: Such other information as may reasonably be requested by the Companies or the Administrator; and
- (k) Phase I Bid Deadline: It is received by the Administrator, with a copy to the Companies, at the e-mail addresses specified in Schedule "B" on or before the Phase I Bid Deadline.

The Administrator, in consultation with the Companies, may waive any one or more minor and non-material violations of the requirements specified for Qualified Phase I Bids and deem such non-compliant Bids to be Qualified Phase I Bids.

12. Evaluation of Qualified Phase I Bids and Designation as Qualified Phase I Bidder

The Administrator, in consultation with the Companies, shall evaluate Qualified Phase I Bids on various grounds including, but not limited to: the Purchase Price or imputed or projected value, the assumed liabilities, the certainty of closing the transactions contemplated by the Phase I Bid on or before the Outside Date and any delay or other risks (including closing risks) in connection with the Qualified Phase I Bids.

The Administrator, in consultation with the Companies, shall have the option, in its discretion, to aggregate Portion Bids into an Aggregate Bid.

The Administrator and the Companies shall be under no obligation to accept the highest or best offer or any offer (other than the offer contained in the Stalking Horse Agreement if no Superior Offer is accepted).

As soon as practicable after the Phase I Bid Deadline, the Administrator will advise an Interested Party whether or not its Phase I Bid constitutes a Qualified Phase I Bid and that it is a Qualified Phase I Bidder and, if such Phase I Bidder is a Qualified Phase I Bidder, that it is invited to participate in Phase II of the SISP.

Notwithstanding the requirements set forth in Section 11, the Stalking Horse Agreement shall be deemed to be a Qualified Phase I Bid and the Stalking Horse Bidder shall be deemed to be a Qualified Phase I Bidder for all purposes of this SISP.

13. **No Qualified Phase I Bids**

If no Qualified Phase I Bid other than the Bid pursuant to the Stalking Horse Agreement is received by the Phase I Bid Deadline, the Stalking Horse Bidder shall be declared the Successful Bidder and the Stalking Horse Agreement shall be declared the Successful Bid.

PHASE II – BINDING BIDS

14. **Qualified Phase II Bid Requirements**

Only Qualified Phase I Bidders shall be entitled to submit a Phase II Bid. In order to be considered a Qualified Phase II Bid, as determined by the Administrator, in consultation with the Companies: (i) a Phase II Bid must satisfy all the requirements for a Qualified Phase I Bid contained in Section 11, provided, however, that the Phase II Bid Deadline shall apply in lieu of the Phase I Bid Deadline, as set forth below, and (ii) the Qualified Phase I Bidder must also submit the following, in form and substance satisfactory to the Administrator, in consultation with the Companies, on or before the Phase II Bid Deadline:

- (a) **Irrevocable Bid:** A cover letter confirming that the Phase II Bid is irrevocable until Court approval of the Successful Bid(s), provided that if such Phase II Bidder is selected as the Successful Bidder or the Back-Up Bidder, its Phase II Bid shall remain irrevocable until the Back-Up Bid Expiration Date, which includes:
 - (i) **Sale Proposal:** In the case of a Sale Proposal, a duly authorized and executed definitive purchase agreement, together with completed schedules thereto substantially in the form of the Form Purchase Agreement, together with a blackline comparing the purchase agreement submitted to the Form Purchase Agreement, which includes all or substantially all of the terms set out in the non-binding letter of intent submitted in Phase I; and
 - (ii) **Investment Proposal:** In the case of an Investment Proposal, a duly authorized and executed binding term sheet that includes all or substantially all of the terms set out in the non-binding investment proposal submitted in Phase I;
- (b) **Unconditional Bid:** Evidence that the Phase II Bid is not conditioned on: (i) the outcome of unperformed due diligence; (ii) obtaining financing; and/or (iii) any other material closing conditions;
- (c) **Proof of Financial Ability to Perform:** Written evidence upon which the Companies and the Administrator may reasonably conclude that the Phase II Bidder has the necessary financial ability to fully fund and consummate the transaction contemplated by the Phase II Bid and satisfy its obligations under the definitive purchase agreement, including: (i) binding equity or debt commitment letters

and/or financial guarantees (i.e., bank guarantees) covering the full value of all cash consideration; (ii) evidence of the Phase II Bidder's internal financial resources; and (iii) any such other form of financial disclosure or credit-quality support information or enhancement requested by and reasonably acceptable to the Administrator, in consultation with the Companies, demonstrating that the Phase II Bidder has the ability to close the contemplated transaction;

- (d) Acknowledgment: An acknowledgement and representation that the Phase II Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents regarding the Companies, the Business and/or the Assets to be acquired, or liabilities to be assumed in making its Phase II Bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties, conditions or guaranties whatsoever, whether express or implied (by operation of law or otherwise) by the Companies, the Administrator, the Listing Agent, or any of their respective employees, directors, officers, agents, advisors or other representatives, regarding the Companies, the Business, the Assets to be acquired, liabilities to be assumed, or the completeness of any information provided in connection therewith, except as expressly provided in any definitive transaction documents;
- (e) Authorization: Evidence, in form and substance reasonably satisfactory to the to the Administrator, in consultation with the Companies, of authorization and approval from the Interested Party's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Phase II Bid, and confirmation that any other required approvals have been obtained;
- (f) Other: Such other information as may reasonably be requested by the Companies or the Administrator; and
- (g) Phase II Bid Deadline: it is received by the Administrator, with a copy to the Companies, at the addresses specified in Schedule "B" hereto (including by e-mail) on or before the Phase II Bid Deadline.

15. **Evaluation of Qualified Phase II Bids and Subsequent Actions**

The Administrator, in consultation with the Companies, shall evaluate Qualified Phase II Bids on various grounds, including but not limited to: (a) the Purchase Price or imputed or projected value, (b) the assumed liabilities, (c) the certainty of closing the transactions contemplated by the Qualified Phase II Bid on or before the Outside Date, and (d) any delay or other risks (including closing risks) in connection with the Qualified Phase II Bids.

Following such evaluation, the Administrator, with the approval of the Companies, shall:

- (a) identify if any Qualified Phase II Bid is a Superior Offer; and
- (b) if one or more Qualified Phase II Bids are considered to be a Superior Offer, each Qualified Phase II Bidder presenting a Superior Offer shall proceed to an auction

(the “**Auction**”) with the Stalking Horse Bidder in accordance with the procedures set out in the attached Schedule “C” (the “**Auction Procedure**”) to identify the “**Successful Bid**”, and the Qualified Phase II Bidder making such Successful Bid will be the “**Successful Bidder**”. The determination of any Successful Bid by the Administrator, with the approval of the Companies, shall be subject to approval by the Court.

The Administrator, in consultation with the Companies, shall have the option to aggregate Portion Bids into an Aggregate Bid. Notwithstanding anything to the contrary herein, the Administrator, in consultation with the Companies, shall be permitted to include Qualified Investment Bids or Qualified Sale Bids in the Auction, including to the extent such Qualified Phase II Bids are Portion Bids, provided that such Qualified Investment Bids or Qualified Sale Bids constitute a Superior Offer.

Notwithstanding the requirements set forth in Section 14, the Stalking Horse Agreement shall be deemed to be a Qualified Phase II Bid and the Stalking Horse Bidder shall be deemed to be a Qualified Phase II Bidder for all purposes of this SISP.

Following the selection of the Successful Bid, the Companies shall take such steps as may be necessary to finalize definitive transaction documents for the Successful Bid(s) with the Successful Bidder(s) prior to Court approval of the Successful Bid.

The Administrator, with the approval of the Companies, may conditionally accept one or more (if for distinct and compatible transactions that are Portion Bids) Qualified Phase II Bids, which acceptance will be conditional upon the failure of the transaction(s) contemplated by the Successful Bid to close (the “**Back-up Bid**”, and Qualified Phase II Bidder making such Back-up Bid being the “**Back-up Bidder**”).

For greater certainty, any accepted offer, whether at the Auction or otherwise, must constitute a Superior Offer.

As soon as reasonably practicable and by no later than three days after the Phase II Bid Deadline, the Administrator shall advise the Qualified Phase II Bidders if Successful Bid(s) and Back-Up Bid(s) have been accepted, or conditionally accepted, as the case may be. If the Administrator, in consultation with the Companies, determine it is necessary to conduct an Auction pursuant to the SISP Procedures, the Administrator, as soon as reasonably practicable and by no later than May 1, 2025, will advise the Qualified Phase II Bidders of the date, time, location and the rules (if any) of the Auction in accordance with the Auction Procedure.

16. **No Qualified Phase II Bids**

If no Superior Offer is received by the Phase II Bid Deadline, the Auction will not be held, and the Stalking Horse Bidder will be declared to be the Successful Bidder and the Stalking Horse Agreement shall be declared the Successful Bid.

17. **Allocation of Purchase Price**

The Companies reserve the right to allocate, as between themselves, the Purchase Price of a Successful Bid, acting reasonably and in consultation with the Administrator, at a later date for distribution purposes.

APPROVAL MOTION

18. **Approval Application**

The Companies shall use reasonable efforts to bring an application to the Court to approve the Successful Bid(s) and Back-Up Bid(s) as soon as practicable following the determination by the Administrator, with the approval of the Companies, of the Successful Bidder(s) and the execution of definitive documents (the “**Sale Approval Hearing**”). The Companies will be deemed to have accepted the Successful Bid(s) only when it has been approved by the Court. All Qualified Phase II Bids (other than the Successful Bid(s) and the Back-Up Bid(s)) shall be deemed rejected by the Companies on and as of the date of approval of the Successful Bid(s) by the Court.

19. **Back-Up Bidder**

If a Successful Bidder fails to close the transaction contemplated by the Successful Bid(s) on or before the Outside Date for any reason, then the Companies will be deemed to have accepted the Back-Up Bid(s) and will proceed with the transaction pursuant to the terms thereof. The Back-Up Bid(s) shall remain open for acceptance until the closing of the Successful Bid(s), or such other later date as the Companies and the Back-Up Bidder may agree, acting reasonably (the “**Back-Up Bid Expiration Date**”).

20. **Information From Interested Parties**

Each Interested Party shall comply with all reasonable requests for additional information by the Companies, the Administrator, or the Listing Agent regarding such Interested Party and its contemplated transaction. Failure by an Interested Party to comply with the requests for additional information will be a basis for the Administrator, in consultation with the Companies, to determine that the Interested Party is not a Qualified Phase I Bidder or a Qualified Phase II Bidder, as applicable.

21. **Deposits**

All deposits shall be held by the Administrator in a non interest-bearing account designated solely for such purpose. A deposit made by a Successful Bidder shall be dealt with in accordance with the definitive documents for the transactions contemplated by the Successful Bid. Deposits, and any interest earned thereon, paid by Phase I Bidders not selected as either a Qualified Phase I Bidder or a Qualified Phase II Bidder shall be returned to such Phase I Bidder or Phase II Bidder as soon as practicable, and in any event no later than seven (7) Business Days of being advised that it is not a Qualified Phase I Bidder or a Qualified Phase II Bidder, as the case may be. Deposits, and any interest thereon, paid by a Qualified Phase II Bidders not selected as either a Successful Bidder or a Back-Up Bidder shall be returned to such Qualified Phase II Bidders as soon as practicable, and in any event no later than seven (7) Business Days following Court approval of the Successful Bid. In

the case of Back-Up Bid(s), the deposit and any interest earned thereon shall be retained by the Administrator until the Back-Up Bid Expiration Date and returned to the Back-Up Bidder as soon as practicable, and in any event no later than seven (7) Business Days thereafter or, if a Back-Up Bid becomes a Successful Bid, shall be dealt with in accordance with the definitive documents for the Back-Up Bid.

22. **Modifications and Termination**

The Administrator, in consultation with the Companies, shall have the right to adopt such other rules for the SISP Procedures (including rules that may depart from those set forth herein) that will better promote the sale of the Business or all or any part of the Assets or investment in the Companies under this SISP. The Companies, in consultation with the Administrator and the Stalking Horse Bidder, shall apply to the Court, on no less than five business days' notice to the Stalking Horse Bidder, if it wishes to materially modify or terminate the process set out in this SISP. For certainty, any amendments to the Phase I Bid Deadline or the Phase II Deadline or other dates set out in this SISP, including those relating to the Auction, shall not constitute a material modification, provided that any extensions to the Phase I Bid Deadline or the Phase II Deadline are not longer than fourteen calendar days.

23. **Confidentiality and Access to Information**

The Stalking Horse Bidder and all participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the SISP, including the details of any confidential discussions or correspondence between the Administrator and such other participants in connection with the SISP, except to the extent that the Administrator, with the consent of the applicable participants, seeks to combine Portion Bids into a single Bid.

All discussions regarding the SISP should be directed through the Administrator. Under no circumstances should any participants and prospective participants be in contact with one another in respect of its involvement in the SISP without the prior written consent of the Administrator and the Companies. Any such unauthorized contact or communication could result in exclusion of the Interested Party from the SISP at the discretion of the Court.

24. **Other**

Neither the Companies nor the Administrator shall be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the consummation of any of the transactions contemplated under the SISP arising out of any agreement or arrangement entered into by the parties that submitted the Successful Bid(s) and Back-Up Bid(s). Any such claim shall be the sole liability of the parties that submitted such Successful Bid(s) and Back-Up Bid(s).

This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Companies, the Administrator and any Known Potential Bidder, Phase I Bidder, Phase II Bidder, a Successful Bidder or Back-Up Bidder; or any creditor, or other stakeholder, for any act or omission related to this SISP.

The Companies, the Administrator and the Listing Agent shall not have any liability whatsoever to any person or party, including without limitation, to any Known Potential Bidder, Phase I Bidder, Phase II Bidder, a Successful Bidder or Back-Up Bidder, or any creditor, or other stakeholder, for any act or omission related to this SISP. By submitting a Bid, each Interested Party shall be deemed to have agreed that it has no claim against the Companies, the Administrator or the Listing Agent for any reason, matter or thing whatsoever related to this SISP.

At any time during the course of the SISP, the Administrator may apply to the Court for advice and directions with respect to the discharge of its obligations and duties herein.

SCHEDULE "A"
ACKNOWLEDGMENT OF THE SISP

The undersigned hereby acknowledges receipt of the Sale and Investment Solicitation Process (the "SISP") and that compliance with the terms and provisions of the SISP is required in order to participate in the SISP and for any Bids to be considered by the Companies.

This _____ day of [_____,] 2025.

[NAME]

By:

[Signing Officer]

SCHEDULE "B"
ADDRESS PARTICULARS

To the Administrator:

BDO Canada Limited
20 Wellington Street East, Suite 500
Toronto, ON, M5E 1C5
Canada

Attention: Matthew Marchand and Adam Boettger
E-mail: mmarchand@bdo.ca | aboettger@bdo.ca

To the Companies:

Travel + Leisure Co.
6277 Sea Harbor Drive
Orlando, FL, 32821
U.S.A.

Attention: Erik Brandt and David Oigarden and Tony Cimo
E-mail: Erik.Brandt@travandleisure.com | David.Oigarden@travandleisure.com | Anthony.cimo@travandleisure.com

With a copy to:

Thornton Grout Finnigan LLP
100 Wellington Street West, TD West Tower, Suite 3200
Toronto, ON, M5K 1K7
Canada

Attention: Mitchell W. Grossell and Adam Driedger
E-mail: mgrossell@tgf.ca | adriedger@tgf.ca

SCHEDULE "C"
AUCTION PROCEDURES

Auction

1. If the Administrator, in consultation with the Companies, decides to conduct an Auction pursuant to the SISP Procedures, the Administrator will notify the Qualified Phase II Bidders (including the Stalking Horse Bidder) who made a Qualified Phase II Bid that the Auction will be held at a location to be determined (which, for greater certainty, may take place virtually) at 10:00 a.m. (Pacific Time) on a date that is determined by the Administrator, in consultation with the Companies, provided that it is a date that is not later than May 1, 2025, or such other place, date and time as the Companies or the Administrator may advise. Capitalized terms used but not defined herein have the meaning given to them in the SISP Procedures.

The Auction shall be conducted in accordance with the following procedures:

- (a) Participation at the Auction. Only a Qualified Phase II Bidder is eligible to participate in the Auction. Each Qualified Phase II Bidder must inform the Administrator whether it intends to participate in the Auction by no later than 12:00 p.m. (Pacific Time) on the Business Day prior to the Auction. Only the authorized representatives of each of the Qualified Phase II Bidders, the Administrator and legal counsel of the Companies, and their respective advisors, and any other parties acceptable to the Administrator, shall be permitted to attend the Auction.
- (b) Bidding at the Auction. Bidding at the Auction shall be conducted in rounds. The highest Qualified Phase II Bid at the beginning of the Auction shall constitute the "**Opening Bid**" for the first round and the highest Overbid (as defined below) at the end of each round shall constitute the "**Opening Bid**" for each following round. In each round, each Qualified Phase II Bidder may submit no more than one Overbid. Only a Qualified Phase II Bidder who bids in a round (including the Qualified Phase II Bidder that submitted the Opening Bid for such round) shall be entitled to participate in the next round of bidding at the Auction. For greater certainty, an Aggregate Bid may be determined to be the Opening Bid for any round including the opening round.
- (c) Administrator Shall Conduct the Auction. The Administrator and its advisors shall direct and preside over the Auction. At the start of the Auction, the Administrator shall provide the terms of the Opening Bid to all participating Qualified Phase II Bidders at the Auction and the true identity of bidders, including their principals. The determination by the Administrator of which bid constitutes the Opening Bid for each round shall take into account any factors that the Administrator reasonably deems relevant to the value of the Qualified Phase II Bid, including, among other things, the following: (i) the amount and nature of the consideration, including the value of any non-cash consideration; (ii) the proposed assumption of any liabilities; (iii) the Administrator's reasonable assessment of the certainty of the Qualified Phase II Bidder to close the proposed transaction on or before the Outside Date;

(iv) the likelihood, extent and impact of any potential delays in closing; (v) the impact of the contemplated transaction on any actual or potential litigation; (vi) the net economic effect of any changes from the Opening Bid of the previous round; and (vii) such other considerations as the Administrator deems relevant in its reasonable business judgment (collectively, the “**Bid Assessment Criteria**”). For greater certainty, the Administrator may ascribe monetary values to non-monetary terms in Overbids for the purposes of assessing and valuing such Overbids, including without limitation, the value to be ascribed to any liabilities or contracts to be assumed. All Bids made after the Opening Bid shall be Overbids, and shall be made and received on an open basis, and all material terms of the highest and best Overbids shall be fully disclosed to all other Qualified Phase II Bidders that are participating in the Auction. The Administrator shall maintain a record of the Opening Bid and all Overbids made and announced at the Auction, including the Successful Bid and the Back-Up Bid.

- (d) Terms of Overbids. An “**Overbid**” is any Bid made at the Auction subsequent to the Administrator’s announcement of the Opening Bid. To submit an Overbid, in any round of the Auction, a Qualified Phase II Bidder must comply with the following conditions:
- (i) *Minimum Overbid Increment:* Any Overbid shall be made in CAD \$250,000 increments (the “**Minimum Overbid Increment**”). The amount of the cash purchase price consideration or value of any Overbid shall not be less than the cash purchase price consideration or value of the Opening Bid, plus the Minimum Overbids Increment(s) at that time plus any additional Minimum Overbid Increments.
 - (ii) *The Bid Requirements same as for Qualified Phase II Bids:* Except as modified herein, an Overbid must comply with the bid requirements contained herein, provided, however, that the Phase II Bid Deadline shall not apply. Any Overbid made by a Qualified Phase II Bidder must provide that it remains irrevocable and binding on the Qualified Phase II Bidder and open for acceptance until the closing of the Successful Bid(s).
 - (iii) *Announcing Overbids:* At the end of each round of bidding, the Administrator shall announce the identity of the Qualified Phase II Bidder and the material terms of the then highest and/or best Overbid, including the nature of the proposed transaction contemplated by the best Overbid, the assets proposed to be acquired and the obligations proposed to be assumed, the basis for calculating the total consideration offered in such Overbid, and the resulting benefit to the Companies based on, among other things, the Bid Assessment Criteria. For greater certainty, an Aggregate Bid may be determined to be the highest and/or best Overbid.
 - (iv) *Consideration of Overbids:* The Administrator reserves the right, in consultation with the Companies, to make one or more adjournments in the Auction to, among other things: (A) facilitate discussions between the

Companies and individual Qualified Phase II Bidders; (B) allow individual Qualified Phase II Bidders to consider how they wish to proceed; (C) consider and determine the current highest and/or best Overbid at any given time during the Auction; (D) facilitate discussions among Portion Bidders with respect to an Aggregate Bid, or (E) give Qualified Phase II Bidders the opportunity to provide the Administrator with such additional evidence as it, or the Companies, may require, that the Qualified Phase II Bidder has obtained all required internal corporate approvals, has sufficient internal resources, or has received sufficient non-contingent debt or equity funding commitments, to consummate the proposed transaction at the prevailing Overbid amount. The Administrator and Companies may have clarifying discussions with a Qualified Phase II Bidder, and the Administrator may allow a Qualified Phase II Bidder to make technical clarifying changes to its Overbid following such discussions.

- (v) *Portion Bids:* Notwithstanding the foregoing, each Portion Bidder entitled to participate in the Auction shall be entitled to submit an Overbid with respect to the Assets on which it is bidding without being required to submit an Overbid with respect to all Assets or the applicable Opening Bid; provided that any Aggregate Bid that is an Overbid shall be subject to these Auction Procedures as any other Overbid, including that such Aggregate Bid that is an Overbid shall be subject to the Minimum Overbid Increment. Portion Bids can be aggregated with any other Qualified Phase II Bid, as determined by the Companies and the Administrator.
- (vi) *Failure to Bid:* If at the end of any round of bidding, a Qualified Phase II Bidder (other than a Portion Bidder, or the Qualified Phase II Bidder that submitted the then highest and/or best Overbid or Opening Bid, as applicable) fails to submit an Overbid, then such Qualified Phase II Bidder shall not be entitled to continue to participate in the next round of the Auction.
- (e) Discussion with other Bidders. A Qualified Phase II Bidder shall not strategize or have discussions with other Qualified Phase II Bidders for the purpose of submitting an Overbid without the consent of the Administrator. Notwithstanding the foregoing, the Administrator may facilitate discussions among Portion Bidders to permit two or more Qualified Phase II Bidders to form an Aggregate Bid that is an Overbid.
- (f) Additional Procedures. The Administrator may, in consultation with the Companies, adopt rules for the Auction at or prior to the Auction that will better promote the goals of the Auction, including rules pertaining to the structure of the Auction and the order of bidding, provided they are not inconsistent with any of the provisions of the SISP Procedures and provided further that no such rules may change the requirement that all material terms of the then highest and/or best Overbid at the end of each round of bidding will be fully disclosed to all other Qualified Phase II Bidders.

- (g) Closing the Auction. The Auction shall be closed after the Administrator, in consultation with legal counsel to the Companies, has (i) reviewed the final Overbid of each Qualified Phase II Bidder on the basis of financial and contractual terms and the factors relevant to the sales process, including those factors affecting the speed and certainty of consummating the proposed sale, and (ii) identified the Successful Bid and the Back-Up Bid and advised the Qualified Phase II Bidders participating in the Auction of such determination. One or more Portion Bids can, in the discretion of the Administrator, form part of a Successful Bid and Back-Up Bid so long as such Portion Bids do not overlap in respect of the Assets sought to be purchased and in such case, such Portion Bid(s) shall be included in the definition of Successful Bidder or Back-Up Bid, as applicable.
- (h) Finalizing Documentation. Promptly following a Bid of a Qualified Phase II Bidder being declared the Successful Bid or the Back-Up Bid, the applicable Qualified Phase II Bidder shall execute and deliver such revised and updated definitive transaction agreements as may be required to reflect and evidence the Successful Bid or Back-Up Bid.
- (i) Qualified Investment Bids. Notwithstanding any other provisions of this SISP, if a Qualified Phase II Bidder submits a Qualified Investment Bid that the Administrator, in consultation with the Companies, consider would result in a greater value being received for the benefit of the Companies' creditors than the Qualified Sale Bids, then the Administrator may allow such Qualified Phase II Bidder to participate in the Auction, notwithstanding that such Qualified Investment Bid may not otherwise comply with the terms of these Auction Procedures. In such case, the Administrator may adopt appropriate rules to facilitate such Qualified Phase II Bidder's participation in the Auction.

No. VLC-S-S-249020
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *LAW AND EQUITY ACT*, R.S.B.C.
1996, c. 253, AS AMENDED

AND

AND IN THE MATTER OF THE PROCEEDINGS OF SVC-
MOUNTAIN SIDE ULC AND SHELL OWNERS
ASSOCIATION – PACIFIC

PETITIONERS

**ORDER MADE AFTER PETITION
SISP APPROVAL ORDER**

File no.: 52915-2

THORNTON GROUT FINNIGAN LLP
Suite 3200, TD West Tower, 100 Wellington Street West,
Toronto, Ontario M5K 1K7
Mitchell W. Grossell: mgrossell@tgf.ca
Shurabi Srikaruna: ssrikaruna@tgf.ca

FARRIS LLP
25th Floor, 700 W Georgia St.
Vancouver, BC V7Y 1B3
Tevia R.M. Jeffries: tjeffries@farris.com