

14-Sep-26

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

PETITIONERS

NOTICE OF APPLICATION

Name of applicant: BDO Canada Limited (“**BDO**”) in its capacity as Receiver (in such capacity, the “**Receiver**”) of SVC-Mountain Side ULC (“**ULC**”) and Shell Owners Association – Pacific (“**SOAP**” together with ULC, the “**Companies**”).

To: The Service List attached hereto as Schedule “A”

TAKE NOTICE that an application will be made by the applicant to the Honourable Mr. Justice Coval at the courthouse at 800 Smith Street, Vancouver, B.C. on September 25, 2026 at 10:00 a.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take a half-day.

X This matter is not within the jurisdiction of an associate judge. The hearing has been set by Supreme Court Scheduling

Part 1: ORDERS SOUGHT

1. An order substantially in the form attached hereto as **Schedule “B”** (the “**Member Claims Process Order**”), among other things:
 - (a) approving and authorizing the Receiver to conduct the proposed Member Claims Process (as defined herein); and
 - (b) authorizing the Receiver to engage BDO Canada LLP as claims support agent (the “**Claims Support Agent**”), *nunc pro tunc*, to assist with the administration of the Member Claims Process;

2. An order substantially in the form attached hereto as **Schedule “C”** (the “**Non-Member Claims Process Order**” and together with the Member Claims Process Order, the “**Claims Process Orders**”), among other things, approving and authorizing the Receiver to conduct the proposed Non-Member Claims Process (as defined herein);
3. An order substantially in the form attached hereto as **Schedule “D”** (the “**Members Representation Order**”), among other things:
 - (a) approving the appointment of up to three (3) SOAP Members to act as an advisory committee representing the interests of all SOAP Members (the “**SOAP Advisory Committee**”);
 - (b) approving, *nunc pro tunc*, the appointment of up to five (5) Mountainside Lodge Members Association (“**MLMA**”) Members to act as an advisory committee representing the interests of all MLMA Members (the “**MLMA Advisory Committee**”, and together with the SOAP Advisory Committee, the “**Member Advisory Committees**”);
 - (c) approving the appointment and engagement of Borden Ladner Gervais LLP (“**BLG**”) as representative counsel (in such capacity, “**Representative Counsel**”) to represent the interests of the Members in these proceedings; and
 - (d) granting a charge (the “**Representative Counsel Charge**”) in the amount of \$100,000 as security for amounts owing to BLG in respect of its role as Representative Counsel;
4. An order substantially in the form attached hereto as **Schedule “E”** (the “**Fee and Activity Approval Order**”), seeking approval of:
 - (a) the activities of the Receiver, as set forth in the First Report (as defined herein); and
 - (b) the fees and disbursements of the Receiver from April 19, 2025 to June 30, 2026 in the amount of \$782,846.07, inclusive of all applicable taxes;
 - (c) the Receiver’s interim statements of receipts and disbursements for the period from May 8, 2025 to August 31, 2026; and
 - (d) the fees and disbursements of the Receiver’s counsel, Fasken Martineau DuMoulin LLP (“**Fasken**”) from April 20, 2025 to July 31, 2026, in the amount of \$392,544.48, inclusive of all applicable taxes; and

5. Such further and other relief as counsel for the Receiver may advise and this Honourable Court may deem just.

Part 2: FACTUAL BASIS

1. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Receiver's First Report dated September 14, 2026 ("**First Report**").

Background

2. On January 24, 2025, the Supreme Court of British Columbia (the "**Court**") granted the following orders:
 - (a) an order pursuant to section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253 (the "**LEA**"), among other things, appointing BDO as administrator (in such capacity, the "**Administrator**") of the Companies; and
 - (b) an order, among other things, approving the sale and investment solicitation process in respect of the sale of the Companies' property (the "**Property**") and approving the stalking horse agreement dated as of December 16, 2024 (the "**SHA**"), as between the Companies, as vendors, and Executive Mountainside Holdings Ltd., as purchaser, as a stalking horse bid.
3. On May 8, 2025, this Court granted the following orders:
 - (a) an amended and restated appointment order (the "**A&R Appointment Order**"), among other things, appointing BDO as Receiver and discharging BDO as Administrator;
 - (b) an approval and vesting order (the "**AVO**") approving the transaction contemplated by the SHA (the "**Transaction**");
 - (c) an order authorizing the Companies, in consultation with the Receiver, to refund certain 2025 maintenance fees to SOAP Members or members of MLMA and approving an employee retention plan; and
 - (d) an order approving the activities of BDO in its capacity as Administrator and approving the fees and disbursements of BDO, to April 18, 2025, and its counsel, Fasken Martineau DuMoulin LLP ("**Fasken**"), to April 24, 2025.
4. The Transaction closed on May 30, 2025. Following adjustments to the Purchase Price for commissions payable to the Listing Agent, non-resident withholding tax reductions,

property taxes, utilities and other matters, the net proceeds received by the Receiver were \$9,147,896.

5. The Receiver prepared a purchase price allocation to allocate the net proceeds between the Companies based on the Companies' respective fractional ownership interest in the Real Property. The overall purchase price allocation for the Companies is 62.1324% to ULC (\$6,613,509) and 37.8676% to SOAP (\$2,534,387).
6. A comprehensive background of these proceedings can be found in the First Report.

Proposed Claims Processes

7. The Receiver proposes to implement two distinct creditor claims processes for the calling and determination of claims against the Companies, in particular:
 - (a) a claims process to determine claims of Members arising from the loss of their right-of-use entitlements at the Shell Mountainside Lodge under the Member Contracts (the "**Member Claims Process**"); and
 - (b) a creditor claims process for the calling and determination of claims against the Companies, excluding Member Claims (the "**Non-Member Claims Process**" and together with the Member Claims Process, the "**Claims Processes**").

Member Claims Process

8. The Receiver proposes to administer the Member Claims Process as a negative or reverse claims process. Under that process, the Receiver will pre-populate the information required to calculate each Member Claim using the Master Member Listing, including Member contact information, contractual particulars, interval details and any applicable Delinquent Account balances (the "**Member Information**").
9. The Receiver has prepared the Master Member Listing based on the Companies' books and records, including purchase price, right-of-use entitlements, contract duration and contact information, and has cross-referenced that information against records maintained by Computershare Trust Company of Canada ("**Computershare**"), which maintains the database of Member Contracts.

10. The Member Information will be used by the Receiver in due course to quantify each Member's Claim in accordance with the Member Claim Quantification Methodology. That methodology has not yet been finalized, and the Receiver will return to Court at a later date for approval of the Member Claim Quantification Methodology. At this stage, the Receiver seeks only to confirm and finalize the data required to apply that methodology once it has been approved by the Court.
11. The Receiver believes a traditional claims process would be challenging and inefficient in the circumstances given, among other reasons, the number of potential Member Claims (estimated at approximately 1,800), the likelihood that many Members would require assistance in preparing and assembling supporting documentation for their Member Claim.
12. Given the volume of anticipated Member Claims, the Receiver has engaged the Claims Support Agent to assist with the development and administration of the Member Claims Process, including the development of the online Claims Portal, after considering other service provider proposals and consulting with the MLMA Advisory Committee.
13. Following approval of the Member Claims Process Order, the Receiver will post the Order and all related materials on its case website, publish notice to Members, and, through the Claims Support Agent, deliver the applicable Member Claims Package to Members by email or ordinary mail, as applicable.
14. Each Member will be required to acknowledge the correctness of the pre-populated Member Information or request an amendment thereto, with supporting documentation where applicable, through the Claims Portal or in writing by the Member Claims Process Bar Date. Members are required to submit an Acknowledgement Form, notwithstanding that their Member Information has been pre-populated by the Receiver, in order to confirm that the Member intends to participate in the Member Claims Process and to mitigate future administrative costs of redistributing distributions, if any, among participating Members in the event a Member decides not to participate in the Member Claims Process or their contact information cannot be verified and they cannot be located.

15. Any person who does not receive a Member Claims Package but asserts eligibility to submit a Member Claim must submit an Additional Proof of Claim with supporting documentation by the Member Claims Process Bar Date.
16. Members who fail to deliver an Acknowledgement Form or an Additional Proof of Claim by the Member Claims Process Bar Date will be barred from asserting claims against the Companies, will not be entitled to any distribution from the estates or sale proceeds, and will not be entitled to further notice or participation as creditors in these proceedings.
17. The Receiver will review any Requests for Amendment and Additional Proofs of Claim and may accept, revise or disallow them, with any timely disputes to be addressed consensually, where possible, or through a further Court-approved process once the nature and scope of the disputes are known.

Non-Member Claims Process

18. The Receiver will compile a list of known and potential non-Member claimants (“**Claimants**”) of the Companies based on available information. Potential Claimants include trade creditors, the Canada Revenue Agency, and Travel + Leisure and its affiliates. After the Non-Member Claims Process Order has been granted, the Receiver will deliver claims packages to known and potential Claimants, post the Non-Member Claims Process Order on its case website, and publish notice of the Non-Member Claims Process.
19. Claimants will be required to deliver completed Non-Member Proofs of Claim to the Receiver by the Non-Member Claims Bar Date, failing which their claims against the Companies and to the sale proceeds will be barred and extinguished.
20. The Receiver may revise or disallow any Non-Member Proof of Claim, in whole or in part, by issuing a Non-Member Notice of Revision or Disallowance after the Non-Member Claims Bar Date. Claimants may dispute any revision or disallowance by delivering a Non-Member Notice of Dispute within thirty (30) days after receipt of a Non-Member Notice of Revision or Disallowance. Similar to the Member Claims Process, the Receiver will attempt to resolve any dispute consensually and may seek further directions from the Court if a dispute cannot be resolved.

Members Representation Order

21. The Receiver is of the view that it would be appropriate for the Members to be represented by counsel, including but not limited to matters relating to any Member Claims and any disagreement surrounding the Member Claims Quantification Methodology.
22. The Receiver is of the view that the interests of all Members are sufficiently aligned such that it would be appropriate and efficient for BLG to act as a single Representative Counsel for all Members, including both MLMA Members and SOAP Members. Members will also have an opportunity to opt out of representation by Representative Counsel, pursuant to the terms of the Members Representation Order.
23. Representative Counsel will engage with the Member Advisory Committees regarding the Member Claims Process and, where appropriate, seek to negotiate a settlement or resolution on behalf of Members in respect of the Member Claims Quantification Methodology as necessary.
24. The fees and expenses of Representative Counsel are proposed to be secured by the Representative Counsel Charge in the maximum amount of \$100,000, payable from the sale proceeds held in trust by the Receiver and ranking with the same priority as the Administration Charge as provided for in the A&R Appointment Order.
25. The proposed Members Representation Order also provides for the appointment of the Member Advisory Committees to, among other things, act as an advisory committee representing their respective Member interests and to instruct Representative Counsel on behalf of the Members. Members may thereafter be appointed to or removed from their applicable Member Advisory Committees on such terms as may be agreed to by the Receiver, Representative Counsel, and the respective Member Advisory Committee, or pursuant to further order of the Court.

Receiver's Activities

26. As set out above, BDO's activities as Administrator, as described in the Proposed Administrator's Pre-Filing Report dated January 22, 2025 and the Administrator's First

Report dated May 5, 2025 (collectively, the “**Administrator’s Reports**”), were approved by the Court pursuant to the order granted May 8, 2025.

27. The Receiver now seeks approval of its activities since the period addressed in the Administrator’s Reports. Those activities are described in detail in the First Report and include, among other things, the following:
- (a) consulting with the Companies regarding the Business, the Transaction, transition matters, operational wind-down and employee-related issues;
 - (b) monitoring and administering the Companies’ financial affairs, bank accounts, books and records, accounting records, realizable assets, deposits, refunds and related reporting matters;
 - (c) taking possession and control of the Property and the Companies’ affairs, securing, preserving and insuring the Property, and administering post-closing matters arising from the Transaction, including related tax matters;
 - (d) administering employee, payroll, labour and Member-related matters, including communications with the Union, the Member Advisory Committees and Members;
 - (e) developing the proposed Member Claims Process, including analyzing proposed claims quantification methodologies, engaging the Claims Support Agent and establishing the Claims Portal;
 - (f) communicating and consulting with key stakeholders, including the Companies, their counsel, the Listing Agent, the Union, the Member Advisory Committees, Computershare, Members, proposed Representative Counsel, creditors, employees and other interested parties; and
 - (g) carrying out the ongoing administration of these proceedings, including maintaining the service list and case website, issuing stakeholder communications and FAQ documents, preparing receipts and disbursements, preparing statutory notices and reports, and drafting the First Report.

Receiver’s and Fasken’s Fees

28. Pursuant to the A&R Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred before or after the making of the A&R Appointment Order. The A&R Appointment Order further provides that the Receiver and its counsel will pass their

accounts from time to time, with such accounts referred to a judge of this Court for determination (which may be by hearing before the judge on a summary basis).

29. The particulars of the fees of BDO, in its capacities as Receiver and Administrator, and its counsel, Fasken (collectively, the “**Fees**”), are summarized in Affidavit #2 of Dylan Chochla made September 11, 2026 (the “**Chochla Affidavit**”) and Affidavit #2 of Matthew Marchand made September 9, 2026 (the “**Marchand Affidavit**”).
30. During their respective fee periods, inclusive of applicable taxes, the fees and disbursements of BDO in its capacities as Receiver and Administrator total \$782,846.07 (the “**Receiver’s Fees**”) and Fasken’s fees and disbursements total \$392,544.48 (“**Fasken’s Fees**”).
31. The Receiver’s Fees are summarized in the table below and further detailed in the Marchand Affidavit:

Invoice #	Invoice Date	Fees (\$)	Disb’s (\$)	Taxes (\$)	Total (\$)
CINV3639253	October 21, 2025	278,010.50	3,117.66	14,056.41	295,184.57
CINV3679782	November 28, 2025	129,413.00	40.21	6,472.66	135,925.87
CINV3745319	January 9, 2026	175,405.00	13.52	8,770.93	184,189.45
CINV3864898	April 14, 2026	78,904.00	236.79	3,957.04	83,097.83
CINV4007687	July 13, 2026	80,427.00	0.00	4,021.35	84,448.35
TOTAL		\$742,159.50	\$3,408.18	\$37,278.39	\$782,846.07

32. Fasken’s Fees are summarized in the table below and further detailed in the Chochla Affidavit:

Invoice #	Invoice Date	Fees (\$)	Disb’s (\$)	Taxes (\$)	Total (\$)
2138313	May 26, 2025	13,263.50	307.40	1,602.99	15,173.89
2146820	June 16, 2025	77,089.50	735.94	9,283.49	87,108.93
2161121	July 23, 2025	40,107.50	286.90	4,821.62	45,216.02
2176401	August 28, 2025	15,563.00	1,656.65	1,946.02	19,165.67
2185491	September 25, 2025	24,736.50	29.00	2,968.83	27,734.33

Invoice #	Invoice Date	Fees (\$)	Disb's (\$)	Taxes (\$)	Total (\$)
2196083	October 24, 2025	13,916.00	-	1,669.92	15,585.92
2208068	November 25, 2025	32,395.00	-	3,887.40	36,282.40
2218772	December 15, 2025	17,079.00	3.25	2,049.64	19,131.89
2232752	January 16, 2026	18,174.50	4.50	2,181.17	20,360.17
2242228	February 23, 2026	11,003.50	-	1,320.42	12,323.92
2267162	April 21, 2026	38,753.00	36.25	4,652.17	43,441.42
2282825	May 26, 2026	16,591.50	26.00	1,990.98	18,608.48
2290277	June 16, 2026	5,053.00	51.75	606.45	5,711.20
2306536	July 22, 2026	5,768.50	-	692.22	6,460.72
2317772	August 24, 2026	18,071.00	-	2,168.52	20,239.52
TOTAL		\$347,565.00	\$3,137.64	\$41,841.84	\$392,544.48

33. The Receiver has reviewed Fasken's invoices in respect of the above and concluded that they are reasonable and appropriate in the circumstances.
34. The Receiver submits that its fees and the fees of its counsel are fair and reasonable in the circumstances, and that the time spent was necessary and the work was delegated to the appropriate professionals within each firm. Accordingly, the Receiver seeks the Fee and Activity Approval Order approving its activities, the Receiver's Fees and Fasken's Fees.

Part 3 LEGAL BASIS

1. The Receiver relies on:
- (a) the *LEA*;
 - (b) Rules 8-1 and 10-2 of the *Supreme Court Civil Rules*;
 - (c) the A&R Appointment Order;
 - (d) the inherent and equitable jurisdiction of this Court; and

- (e) such further and other legal basis as counsel may advise and this Honourable Court may allow.

Claims Processes

2. Paragraph 6(l) of the A&R Appointment Order authorizes and empowers the Receiver to design and commence a claims process, subject to further order of the Court, to identify the universe of secured and unsecured claims against the Companies.
3. Claims processes are routinely approved in receiverships, in which the essence of a receiver's power is to settle liabilities and liquidate assets.¹
4. A claims procedure in a receivership is intended to be efficient and flexible in order to determine claims expeditiously with a view to distribution of available assets as soon as reasonably possible.²
5. The Claims Process Orders will facilitate the fair and efficient administration of the Companies' estates by establishing two tailored processes: the Member Claims Process for claims arising from the loss of Members' right-of-use entitlements under the Member Contracts, and the Non-Member Claims Process for all other creditor claims against the Companies.
6. Courts have approved a negative or reverse claims process where such processes will streamline a claims process, minimize unnecessary costs, and, more generally, are fair and reasonable in the circumstances.³ In this case, the negative or reverse claims structure for the proposed Member Claims Process is appropriate in the circumstances, considering the following:

¹ *Bank of Montreal v Owen Sound Golf & Country Club Ltd.*, 2012 ONSC 557 at para. 6; *Hawkeye Power Corp. v Sigma Engineering Ltd.*, 2015 BCSC 2279 at paras. 14-22; *Jastram Properties Ltd. v Tan*, 2021 BCSC 2432 at para. 21; *Coast Capital Savings Credit Union v. The Symphony Development Corporation*, 2011 BCSC 333 at paras. 6-13; and *British Columbia (Securities Commission) v Bossteam E-Commerce Inc.*, 2019 BCSC 943 at paras. 10-15.

² *Computershare Trust Co. of Canada v Cookstown Holdings Inc.*, 2014 ONSC 685 at para. 13.

³ *Toys "R" Us (Canada) Ltd. (Re)*, 2018 ONSC 609 at para. 14; *1057863 B.C. Ltd. (Re)*, 2024 BCSC 1111 at para. 37.

- (a) the Receiver has identified a significant number of potential Member Claims – potentially over 1,800 – for which many Members would likely require assistance in completing their Member Claims;
 - (b) the proposed Member Claims Process will avoid unnecessary duplication and expense by requiring Members to confirm or seek amendments to their pre-populated Member Information, which the Receiver has assembled based on the Companies' books and records, rather than requiring each Member to independently prepare and quantify a claim from first principles;
 - (c) most Members do not have experience in damage loss quantification or contract law, and may face difficulties in quantifying their claims and assembling the requisite supporting documentation to prove damages arising from breach of their Member Contracts; and
 - (d) the negative or reverse claims process will avoid significant administrative expenses that would otherwise arise in a regular claims process, which would require the Receiver to review and assess the calculation of each claim for appropriateness and consistency across all claims.
7. The Member Claims Process also contains appropriate notice and participation safeguards. The Receiver will post the Member Claims Process Order and related materials on its case website, publish notice to Members, and cause the Claims Support Agent to deliver Member Claims Packages to Members by email or ordinary mail, as available. Members will have an opportunity to acknowledge their pre-populated information, request amendments with supporting documentation, or submit an Additional Proof of Claim where they did not receive a Member Claims Package.
8. The Receiver submits that the engagement of the Claims Support Agent is appropriate and necessary given the anticipated volume of Member Claims, the technical and administrative requirements of developing and maintaining the Claims Portal, and the need to provide efficient claimant support. The Receiver considered proposals from multiple service providers and, following consultation with the Member Advisory Committees, determined that BDO Canada LLP is suitably experienced and the most practical and economical choice to assist with the administration of the Member Claims Process.
9. The Non-Member Claims Process also provides a fair and orderly process for the calling, determination and resolution of Non-Member claims. The Receiver will identify known and potential Claimants, deliver Non-Member Claims Packages, post the Non-Member

Claims Order on its case website, and publish notice of the Non-Member Claims Process and applicable claims bar date. Claimants who fail to deliver completed proofs of claim by the bar date will be barred from asserting claims against the Companies or the sale proceeds.

10. Both Claims Processes include mechanisms for the Receiver to review, revise or disallow claims and for claimants to dispute any revision or disallowance within the applicable periods. The Receiver will attempt to resolve disputes consensually and may seek further directions from the Court where disputes cannot be resolved. The Receiver submits that the proposed structure and timelines of the Claims Processes strike an appropriate balance between efficiency, cost-effectiveness, ensuring adequate notice to affected stakeholders, and the need to determine and quantify claims before any distributions of the sale proceeds.

Representative Counsel

11. Courts have exercised their discretion in receivership proceedings to appoint representative counsel for stakeholder groups and to authorize payment of their reasonable fees and expenses from the debtor's estate.⁴
12. The Ontario Superior Court of Justice confirmed that the factors to be considered in relation to the appointment of representative counsel in receivership proceedings are the same as those considered in proceedings under the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36 (the "CCAA"), being:⁵
 - (a) the vulnerability and resources of the group sought to be represented;
 - (b) any benefit to the companies under CCAA protection;
 - (c) any social benefit to be derived from representation of the group;
 - (d) the facilitation of the administration of the proceedings and efficiency;
 - (e) the avoidance of a multiplicity of legal retainers;

⁴ *Chief Executive Officer of the Financial Services Regulatory Authority of Ontario v. Sussman Mortgage Funding Inc.*, 2025 ONSC 2982 ("*Sussman*").

⁵ *Sussman* at para. 15.

- (f) the balance of convenience and whether it is fair and just including to the creditors of the estate;
 - (g) whether representative counsel has already been appointed for those who have similar interests to the group seeking representation and who is also prepared to act for the group seeking the order; and
 - (h) the position of other stakeholders and the monitor.
13. Those factors support the appointment of BLG as Representative Counsel in these proceedings. There is a significant number of Members whose claims arise from the loss of right-of-use entitlements at the Shell Mountainside Lodge. Requiring each Member to retain separate counsel to understand, respond, or take positions on the various applications in these proceedings would be inefficient, costly and, for many Members, uneconomical.
14. The Receiver is of the view that the interests of the Members are sufficiently aligned to permit a single Representative Counsel to act for all Members, including both MLMA Members and SOAP Members. The appointment of one Representative Counsel will avoid multiple retainers, reduce duplication, provide Members with a coordinated means of obtaining advice and making submissions, and assist the Receiver in communicating with Members on an efficient and cost-effective basis.
15. Representative Counsel will also facilitate the orderly administration of the Member Claims Process by engaging with the Receiver and other stakeholders regarding the Member Claims Process and the Member Claims Quantification Methodology, and where appropriate, seeking to negotiate a resolution or settlement on behalf of Members. This will assist in narrowing issues, reducing process costs, and ensuring that Members' collective interests are fairly advanced.
16. The proposed Representative Counsel Charge is also appropriate in the circumstances. The reasonable fees and expenses of Representative Counsel will be payable from the proceeds of sale held in trust by the Receiver and the proposed charge, capped at \$100,000, is intended to secure those fees in carrying out a role that will benefit the administration of the proceeding as a whole. The Receiver therefore submits that the appointment of BLG as

Representative Counsel, and the granting of the Representative Counsel Charge, are fair, reasonable and appropriate in the circumstances.

Approval of the Receiver's Activities

17. The work performed by the Receiver and Fasken was completed pursuant to, and in accordance with, the terms of the A&R Appointment Order, the other orders of the Court made in these proceedings, and the provisions of the *LEA*.
18. The Court has inherent jurisdiction to review the activities of a court-appointed officer and, if satisfied that the Receiver has acted reasonably, prudently and not arbitrarily, to approve the activities set out in the First Report. The assessment of whether a court-appointed officer has acted “reasonably, prudent and not arbitrarily” is made on an objective basis.⁶
19. There are good policy and practice reasons for the Court to provide a level of protection for the Receiver by approving its activities, provided the benefit of the approval is limited to the Receiver itself.⁷
20. The activities of the Receiver are summarized in Part 2 and are detailed in the First Report. The Receiver has reported to the Court and to all interested parties and stakeholders throughout these proceedings. The activities of the Receiver were necessary and conducted in accordance with its powers under the relevant orders issued in these proceedings.
21. The Receiver respectfully submits that its activities, as described in the First Report, have been carried out in a reasonable, prudent and not arbitrary manner and, accordingly, seeks approval of its activities.

⁶ *Leslie & Irene Dube Foundation Inc. v. P218 Enterprises Ltd.*, 2014 BCSC 1855 at para. 54.

⁷ *Hanfeng Evergreen Inc. (Re)*, 2017 ONSC 7161 at para. 17.

Approval of the Fees

22. The A&R Appointment Order expressly provides that the Receiver's accounts be referred to a judge of this Honourable Court and that the passage of those accounts be heard on a summary basis.⁸
23. There is no fixed rate or settled scale for determining a court officer's compensation. A receiver may either be allowed a percentage payment based on receipts, or a lump sum based on "the time, trouble and degree of responsibility involved". The governing principle is that a court officer's compensation should be measured by the "fair and reasonable" value of its services.⁹
24. This principle was adopted by the British Columbia Court of Appeal in *Bank of Montreal v. Nican Trading Co.*, [1990] B.C.J. No. 340 (B.C. C.A.) ["*Nican*"]. The Court of Appeal went on to list "relevant considerations" in determining whether a receiver's compensation was fair and reasonable, including:
- (a) the value of the assets;
 - (b) complications and difficulties encountered by the receiver;
 - (c) the degree of assistance provided by the debtor;
 - (d) time spent by the receiver;
 - (e) the receiver's knowledge, experience and skill;
 - (f) diligence and thoroughness;
 - (g) responsibilities assumed;
 - (h) results; and

⁸ A&R Appointment Order at para. 30.

⁹ *Belyea v. Federal Business Development Bank*, [1983] N.B.J. No. 41 (N.B. C.A.) ["*Belyea*"] at para. 3; see also: *Confectionately Yours Inc., Re*, [2002] O.J. No. 3569 at para. 44.

- (i) cost of comparable services.¹⁰
25. Similar factors are considered when assessing the accounts of legal counsel to a receiver, including, the:
- (a) time expended;
 - (b) complexity of the proceedings;
 - (c) degree of responsibility assumed by the lawyers;
 - (d) amount of money involved, including reference to the debt, amount of proceeds after realization and payments to the creditors;
 - (e) degree and skill of the lawyers involved;
 - (f) results achieved; and
 - (g) client's expectations as to the fee.¹¹
26. In respect of the Receiver's Fees, the Receiver submits that:
- (a) the fees were properly incurred, and commensurate with fees charged by other insolvency firms of a similar size for work of a similar nature and complexity;
 - (b) the work completed by the Receiver was delegated to the appropriate professionals with the appropriate seniority and hourly rates; and
 - (c) the Receiver's services were performed in a prudent and economical manner.
27. Similarly, the Receiver submits that Fasken's Fees are fair and reasonable in the circumstances as:

¹⁰ *Bank of Montreal v. Nican Trading Co.*, [1990] B.C.J. No. 340 (B.C. C.A.) ["*Nican*"] at paras. 23 – 32.

¹¹ *Redcorp Ventures Ltd., Re*, 2016 BCSC 188 at para. 33.

- (a) Fasken's professional fees and disbursements were properly incurred, and commensurate with fees charged by similar firms with the expertise and capacity to serve a matter of comparable size and complexity;
 - (b) the work completed by Fasken was delegated to the appropriate professionals with the appropriate seniority and hourly rates;
 - (c) Fasken's services were performed in a prudent and economical manner; and
 - (d) Fasken's invoices were provided to Receiver when rendered, and all have been approved by the Receiver.
28. In light of the foregoing, the Receiver submits that the Receiver's Fees and Fasken's Fees are reasonable in the circumstances and seeks approval of same.

Part 4: MATERIAL TO BE RELIED ON

- 1. The A&R Appointment Order, made by Justice Coval in these proceedings on May 8, 2025;
- 2. Affidavit #2 of Dylan Chochla, made September 11, 2026;
- 3. Affidavit #2 of Matthew Marchand, made September 9, 2026;
- 4. First Report of the Receiver dated September 14, 2026;
- 5. The other pleadings and materials filed in these proceedings and such further and other material as counsel may advise and this Honourable Court may permit.

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).

Dated: 14-Sep-2026



Signature of Mishaal Gill
Lawyer for BDO Canada Limited, in its
capacity as Receiver

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

The Solicitors for the Applicant are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 550 Burrard Street, Suite 2900, Vancouver, BC V6C 0A3 Telephone: +1 604 631 3131 Facsimile: +1 604 631 3232. (Reference: Kibben Jackson/285937.00017)

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

SCHEDULE "A"
SERVICE LIST

240198.00055/320431932.3

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

**SERVICE LIST
(as at September 3, 2026)**

THORNTON GROUT FINNIGAN LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Attention: Mitchell W. Grossell Adam Driedger Shurabi Srikaruna Andrew Nesbitt Email: mgrossell@tgf.ca adriedger@tgf.ca ssrikaruna@tgf.ca anesbitt@tgf.ca <i>Co-Counsel for the Petitioners</i>	MCMILLAN LLP Royal Centre, 1055 W. Georgia Street, Suite 1500 PO Box 11117 Vancouver, BC V6E 4N7 Attention: Tevia R.M. Jeffries Kristine Jang Email: tevia.jeffries@mcmillan.ca Kristine.jang@mcmillan.ca <i>Co-Counsel for the Petitioners</i>
FASKEN MARTINEAU DuMOULIN LLP Barristers and Solicitors 2900 – 550 Burrard Street Vancouver, BC V6C 0A3 Attention: Dylan Chochla Kibben Jackson Mishaal Gill Email: dchochla@fasken.com kjackson@fasken.com mgill@fasken.com svolkow@fasken.com <i>Counsel for the Administrator</i>	BDO CANADA LIMITED 500 - 20 Wellington Street East Toronto, ON M5E 1C5 Attention: Matthew Marchand Adam Boettger Email: mmarchand@bdo.ca aboettger@bdo.ca <i>Administrator</i>

TRAVEL + LEISURE CO. Orlando Office 6277 Sea Harbor Drive Orlando, FL 32821 Attention: Anthony Cimo David Oigarden Email: anthony.cimo@travelandleisure.com david.oigarden@travelandleisure.com	0906175 B.C. LTD. , EXECUTIVE MOUNTAINSIDE HOLDINGS LTD. and EXECUTIVE INN INC. 1080 Howe Street, 8th Floor Vancouver, BC V6Z 2T1 Attention: Salim Sayani Email: salimsayani@executivehotels.net <i>DIP Lender and Stalking Horse Purchaser</i>
OWEN BIRD LAW CORPORATION Vancouver Centre II 2900 – 733 Seymour St., PO Box 1, Vancouver, BC V6B 0S6 Attention: Scott H. Stephens Paul A. Brackstone James H. McBeath Email: sstephens@owenbird.com pbrackstone@owenbird.com jmcbeath@owenbird.com <i>Lawyers to the DIP Lender and Stalking Horse Purchaser</i>	MOUNTAINSIDE LODGE MEMBERS ASSOCIATION Mountainside Lodge 4417 Sundial Place Whistler, BC V8E 1G8 Attention: Blain Redfern Email: blaine.redfern@wyn.com
THE OWNERS STRATA PLAN VR 1026 Attention: Blain Redfern Email: blaine.redfern@wyn.com	L & R LAND CORPORATION 1342 Hornby Street Vancouver BC V6Z 1W5 Attention: Jahan Khazali Email: jahan@live.ca
UNIFOR LOCAL3000 326 12th St. New Westminster BC Vancouver, BC V3M 4H6 Attention: Jennifer Moreau Adrian Burnett Michael Windeyer Email: jennifer.moreau@unifor.org adrian@unifor3000.org michael@unifor3000.org	WILLIAM AND HEATHER BEAMISH P.O. Box 476 218 Bay St. Daajing Giids, BC V0T 1S0 Email: heatherb370@hotmail.com

DC CAPITAL LAW 1811 S. Alma School Rd, Suite 230 Mesa, AZ 85210 Attention: Rachel M. Sexton Email: rsexton@dccapitallaw.com <i>Counsel for Earl & Lois Springer, John & Leslie Malek, Eric S. Berens, Judy R. Blair (& George Blair, deceased), and Michael & Maureen Young</i>	Eddie Chan 303 – 4600 Westwater Drive Richmond, BC V7E 6S2 Email: emlchan@hotmail.com
Blossom L. Hoffman 3278 Olu Street Honolulu, HI 96816 Email: blamhoffman@gmail.com	Kevin Anway 497 Montgrove PI NW Concord, NC 28027 Email: kebit.ka@comcast.net Debbiemom1@comcast.net
Computershare 510 Burrard St, Vancouver, BC V6C 3B9 Attention: Karl Burgess Elmira Afshar Moesha Derival Mimi Ma Sukhman Dhanoa Email: karl.burgess@computershare.com Elmira.afshar1@computershare.com Moesha.derival1@computershare.com Mimi.ma@computershare.com Sukhman.dhanoa@computershare.com	Cynthia Killip 22021 SE 267th Street Maple Valley, WA 98038 260-714-7538 Email: cinkil123@comcast.net
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Richard and Sally Nordquist 5956 NE Arrowhead Dr Kenmore, WA 98028 206-819-6093 Email: nordq@comcast.net	Bill Carroll 21904 NE 1st St Sammamish, WA 98074 USA 425-241-9511 Email: bill@thecarrolls.net

Arthur and Audrey Schumann 1924 East 19 th Avenue Vancouver, BC V5N 2J2 778-926-2683 Email: 2aschumann@gmail.com	Shannyn Sainiuk sshannyn@gmail.com
Raymond Seuss 3104 E. Broadway Road, Lot #255 Mesa, AZ 85204 602-400-9392 Email: raymondseuss@aol.com	Kent Becraft 4323 141 st Street SE Snohomish, WA 98296 425-471-5400 Email: kentbecraft@yahoo.com
Boukzam Law 980 North Federal Highway, Suite 110 Boca Raton, Florida 33432 561-939-1735 Attention: Ryan Boukzam Email: ryan@boukzamlaw.com <i>Counsel for Donna and Thomas Motland</i>	Brad & Angela Schauer 14607 E 53 rd Street Yuma AZ 85367 Email: RBS@wavecable.com Bradschauer007@icloud.com
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Bruce Petway PO Box 1168 Bothell, WA 98041 425-492-4115 Email: BGPetway@aol.com	Glenn Niemela 1388 Village Green Trail Park City, Utah 84098 206-300-8269 Email: gyniemela@gmail.com
Val Meyer 24808 SE 20 th Court Sammamish, WA 98075 USA Email: valmeyer7@outlook.com	Carmel Meyer 824 Sunrise Drive Lynden, WA 98265 USA Email: carmelmeyer7@outlook.com

Nikolay Dotzev 902 – 1005 Beach Avenue Vancouver, BC V6E 3W2 Telephone: 778 863 0285 Email: ndotzev@gmail.com	Atalanta Wan 1175 Earnest Street Hercules, CA 94547 Telephone: (510) 517-1487 Email: atawan@sbcglobal.net
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Justine Reilly 41 Lawley Drive Lincroft, NJ 07738 Counsel: Finn Law Group 8380 Bay Pines Blvd. Saint Petersburg, FL 33709 Telephone: 732-856-4674 Email: justbail2@gmail.com	Melanie Gillcoat and Mundy Gillcoat 210 Kaiaulu Way Lahaina, Hawaii 96761 Telephone: 808-281-4207 Email: melaniegillcoat@gmail.com
Patrick Meyers 3102 Hoyt Ave, #2172 Everett, WA 98210 Telephone: 206-295-7305 Email: perbus2000@yahoo.com & desertbowl@yahoo.com	

Email List

mgrossell@tgf.ca; adriedger@tgf.ca; ssrikaruna@tgf.ca; anesbitt@tgf.ca; tevia.jeffries@mcmillan.ca; Kristine.jang@mcmillan.ca; dchochla@fasken.com; kjackson@fasken.com; mgill@fasken.com; svolkow@fasken.com; mmarchand@bdo.ca; aboettger@bdo.ca; anthony.cimo@travelandleisure.com; david.oigarden@travelandleisure.com; salimsayani@executivehotels.net; sstephens@owenbird.com; pbrackstone@owenbird.com; jmcbeath@owenbird.com; blaine.redfern@wyn.com; jahan@live.ca; Jennifer.moreau@unifor.org; adrian@unifor3000.org; michael@unifor3000.org; heatherb370@hotmail.com; rsexton@dccapitallaw.com; emlchan@hotmail.com; blamhoffman@gmail.com; kebit.ka@comcast.net; debbiemom1@comcast.net; karl.burgess@computershare.com; Elmira.afshar1@computershare.com; Moesha.deriva11@computershare.com; Mimi.ma@computershare.com; Sukhman.dhanoa@computershare.com; cinkil123@comcast.net; helgej@telus.net; ronavlin@gmail.com; cpwang425@gmail.com; nordq@comcast.net; bill@thecarrolls.net; 2aschumann@gmail.com; sshannyn@gmail.com; raymondseuss@aol.com; kentbecraft@yahoo.com; ryan@boukzamlaw.com; RBS@wavecable.com; Bradschauer007@icloud.com; ruffledg@hotmail.com; steve@springmeyer.com; dominique@springmeyer.com; BGPetway@aol.com; gyniemela@gmail.com; valmeyer7@outlook.com; carmelmeyer7@outlook.com; ndotzev@gmail.com; atawan@sbcglobal.net; barcjohn55@gmail.com; iamnadine@me.com; justbail2@gmail.com; melaniegillcoat@gmail.com; perbus2000@yahoo.com; desertbowl@yahoo.com

SCHEDULE "B"
MEMBER CLAIMS PROCESS ORDER

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-MOUNTAIN INSIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC**

PETITIONERS

ORDER MADE AFTER APPLICATION
(MEMBER CLAIMS PROCESS ORDER)

BEFORE THE HONOURABLE
JUSTICE COVAL

) September 25, 2026
)
)

ON THE APPLICATION OF BDO Canada Limited (“**BDO**”) in its capacity as receiver, without security, of the Petitioners’ present and future assets, undertakings and property, including all proceeds thereof, (in such capacity, the “**Receiver**”), coming on for hearing at Vancouver, British Columbia on this date; AND ON HEARING Kibben Jackson and Mishaal Gill, counsel to the Receiver, and those other counsel listed in Schedule “A” attached hereto, AND NO ONE ELSE APPEARING, although duly served; AND UPON READING the material filed, including the First Report of the Receiver dated September 14, 2026 (the “**First Report**”); AND PURSUANT TO the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of this notice of application and supporting materials is hereby abridged such that the notice of application is properly returnable today.

GENERAL PROVISIONS

2. All capitalized terms not otherwise defined in this Order shall have the definitions set out in Schedule “B” hereto.
3. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.
4. All references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.
5. All references to the word “including” shall mean “including without limitation”.
6. Any Member Claims denominated in a currency other than Canadian Dollars shall be converted into Canadian Dollars at the applicable Bank of Canada exchange rates published on the date of the Delayed Appointment Date.

MEMBER CLAIMS PROCESS

7. The Member Claims Process, including the Member Claims Bar Date, is hereby approved.
8. The form and substance of each of the Public Notice to Members, Notice to Members, Member Login Form, Acknowledgement Form Instruction Letter, Acknowledgement Form, Additional Proof of Claim Instruction Letter, Additional Proof of Claim, Member Notice of Acceptance, Revision, or Disallowance, and Member Notice of Dispute substantially in the forms attached as Schedules “C”-“K” respectively to this Order, are hereby approved. Despite the foregoing, the Receiver may, from time to time, make such minor changes to such forms as the Receiver considers necessary or desirable.

RECEIVER’S ROLE

9. The Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the Amended and Restated Appointment Order and any other order of the Court in

these proceedings, is hereby directed and empowered to take all actions and fulfill any other roles as are authorized by this Order or incidental thereto, including the determination of Member Claims, and that in taking such other actions and fulfilling such other roles, the Receiver shall have the protections given to it in the Amended and Restated Appointment Order and this Order, including the protections provided in paragraph 10 of this Order.

10. In carrying out the terms of this Order, the Receiver (i) shall have all of the protections given to it by the Amended and Restated Appointment Order, any other orders of the Court in these proceedings, and this Order, and as an officer of the court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than any liability arising from its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the Petitioners and any information provided by the Petitioners; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and (v) may seek such assistance from the Petitioners as may be reasonably required to carry out its duties and obligations pursuant to this Order, including, without limitation, making such inquiries and obtaining such records and information as it deems appropriate in connection with carrying out the provisions of this Order.
11. The Petitioners and their officers, directors, employees, agents and representatives shall cooperate with the Receiver in the exercise of its powers and discharge of its duties under this Order.

CLAIMS SUPPORT AGENT

12. Subject to the direction and supervision of the Court and the Receiver, the appointment of the Claims Support Agent pursuant to the terms of the Engagement Letter is hereby ratified and approved, *nunc pro tunc* including, without limitation, the payment of the fees and expenses contemplated thereby.
13. The Claims Support Agent shall not have any liability with respect to any losses, claims, damages or liabilities of any nature or kind, to any Person in connection with acting as

Claims Support Agent, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the Claims Support Agent.

14. No action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the Claims Support Agent, and all rights and remedies of any Person or in respect of them are hereby stayed and suspended, except with the written consent of the Claims Support Agent or with leave of this Court sought on at least seven (7) Business Days' notice to the Petitioners, the Receiver and the Claims Support Agent.
15. The Claims Support Agent shall comply with all applicable provisions of Canada's private sector privacy laws, including, without limiting the generality of the foregoing, the *Personal Information Protection and Electronic Documents Act* (Canada) ("PIPEDA"). For greater certainty:
 - (a) the Claims Support Agent must comply with the principles set out under Schedule I of PIPEDA with respect to the collection, storage and safeguards in relation to any information recorded or obtained by the Claims Support Agent from any Member with the exception that the Claims Support Agent shall be permitted to disclose this information to the Receiver, its counsel, the Court, the Petitioners or as otherwise directed by the Court; and
 - (b) the Claims Support Agent is authorized to collect the information from Members contemplated hereby, and all Members who provide information to the Claims Support Agent are hereby deemed to have consented to the processing of their information for all purposes relating to these Proceedings.

NOTICE TO MEMBERS

16. No later than ten (10) Business Days after the issuance of this Order, the Receiver shall:
 - (a) post a copy of this Order (together with its Schedules) on the Receiver's Website; and
 - (b) cause the Public Notice to Members to be published in the National Edition of *The Globe and Mail*, or any other publication as the Receiver deems appropriate.
17. As soon as possible after the issuance of this Order, the Receiver or the Claims Support Agent shall send to each Member the Member Claims Package by email or, where no email

is available, by prepaid ordinary mail or courier to the last known address as recorded in the Petitioners' books and record.

18. To the extent that any Person requests documents relating to the Member Claims Process, including an Additional Proof of Claim, prior to the Member Claims Bar Date, or if the Receiver becomes aware of any additional Member Claims after the date set forth in paragraph 17, the Receiver or the Claims Support Agent shall send such Person an Additional Proof of Claim or direct the Person to the documents posted on the Receiver's Website.
19. The sending of the Member Claim Package in accordance with this Order, and the noticing of this Member Claims Process as set out in this Order, shall constitute good and sufficient delivery of the Member Claim Package, including notice of this Order, and the Member Claims Bar Date on all Members who may be entitled to receive notice and who may have a Member Claim.
20. Neither the Receiver nor the Claims Support Agent are under any obligation to provide notice of this Order to any Member having or asserting a Member Claim except as specifically provided for in this Order, and all Members shall be bound by the Member Claims Bar Date, this Order and any notices published in accordance with the terms of this Order, regardless of whether or not they received actual notice, and any steps taken in respect of any Member Claim in accordance with this Order.
21. Neither (i) the reference to a purported Member Claim as a Member "Claim" or a Member as a "Member" in this Order, nor (ii) the delivery of a Member Login Form or Member Claims Package by the Claims Support Agent to a Member shall constitute an admission by the Receiver of any obligation to any Member.

ACKNOWLEDGMENT OF MEMBER CLAIMS

22. Each Member is required to confirm or dispute the Member Information in order to be eligible for a distribution in respect of a Member Claim from the Petitioners' estate.

23. Any Member who agrees with the Member Information set forth under the Acknowledgment Form must submit the Acknowledgement Form confirming the Member Information such that it is received by the Claims Support Agent on or before the Member Claims Bar Date.
24. In the event that the Member Information is confirmed by the Member, it shall be final and binding on the Member, and may be relied upon by the Receiver in valuing the Member Claim for all purposes, and the Member shall be barred from receiving any distribution in respect of any Member Claim inconsistent with the information contained in the Member Information.
25. Any Member who disagrees with the Member Information set forth under the Acknowledgement Form must complete the Request for Amendment, with all supporting documentation, in the Claims Portal or in writing, so that such Request for Amendment is received by the Claims Support Agent on or before the Member Claims Bar Date.
26. Any Member who disagrees with the Delinquent Balance set forth under the Acknowledgment Form must complete a Dispute of Delinquent Balance, with all supporting documentation, in the Claims Portal or in writing, so that such Dispute of Delinquent Balance is received by the Claims Agent on or before the Member Claims Bar Date.
27. In the case of any Request for Amendment or Dispute of Delinquent Balance, the Receiver may (i) review and consider the Request for Amendment or Dispute of Delinquent Balance; (ii) request additional information with respect to the Request for Amendment or Dispute of Delinquent Balance and/or request that a Member complete a revised Request for Amendment or Dispute of Delinquent Balance; and (iii) may accept the amendments requested or may disallow them, each by way of a Notice of Acceptance, Revision, or Disallowance.
28. At any time, the Receiver may request additional information with respect to any Request for Amendment or Dispute of Delinquent Balance, and may request that a Member file a revised Request for Amendment or Dispute of Delinquent Balance.

29. Where a Request for Amendment or Dispute of Delinquent Balance is accepted, revised, or disallowed pursuant to paragraph 27 of this Order, the Claims Support Agent shall as soon as possible thereafter deliver to the Member a Notice of Acceptance, Revision, or Disallowance and attach the form of Member Notice of Dispute.

ADDITIONAL PROOF OF CLAIMS

30. Any Person who believes they have a Member Claim and has not received a Member Claims Package shall submit an Additional Proof of Claim to the Claims Support Agent, which must be received by the Claims Support Agent on or before the Member Claims Bar Date.
31. Upon receipt of an Additional Proof of Claim, the Receiver, with the assistance of the Petitioners, may: (i) review the Additional Proof of Claim and attempt to determine whether such Person has a Member Claim; (ii) request additional information with respect to the Additional Proof of Claim and/or request that a Member file a revised Additional Proof of Claim; and (iii) accept, revise, or disallow the Member Claim based on the Member Information set forth in the Additional Proof of Claim.
32. Where an Additional Proof of Claim is accepted, revised, or disallowed pursuant to paragraph 31 of this Order, the Claims Support Agent shall deliver to the Member a Notice of Acceptance, Revision, or Disallowance and attach the form of Member Notice of Dispute.

MEMBER CLAIMS BAR DATE

33. Any Member who does not submit an Acknowledgement Form (either confirming the Member Information, or completing a Request for Amendment and/or Dispute of Delinquent Balance) or an Additional Proof of Claim in the manner required by this Order such that it is received by the Claims Support Agent on or before the Member Claims Bar Date shall:
- (a) be, and is hereby forever estopped and enjoined from asserting or enforcing any Member Claim against the Petitioners and all such Member Claims shall be forever extinguished and barred without further action or notification;

- (b) not be entitled to any further notice of, and shall not be entitled to participate in, the Member Claims Process; and
 - (c) not be entitled to receive any distribution in respect of such Member Claim.
34. The Receiver may, in its sole discretion, extend the Member Claims Bar Date generally or in individual cases. If the Member Claims Bar Date is extended generally, the Receiver shall post notice of the extension on the Receiver's Website.
35. The Receiver is authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner and timing in which the Acknowledgement Form or any other forms delivered hereunder are completed and executed and may waive strict compliance with the requirements of this Order as to completion and execution of such forms.

MEMBER NOTICES OF DISPUTES

36. A Member who intends to dispute a Notice of Acceptance, Revision, or Disallowance shall deliver a Member Notice of Dispute to the Claims Support Agent via the Claims Portal or in writing, so that such Notice of Dispute is actually received by the Claims Support Agent by no later than 5:00 p.m. on the day that is thirty (30) days after the date of the Notice of Acceptance, Revision, or Disallowance or such later date as the Receiver may agree to in writing or the Court may order.
37. If a Member fails to deliver a Member Notice of Dispute in accordance with paragraph 36 of this Order, then:
- (a) the Member Information of such Member, as applicable, shall be deemed to be as set out in the applicable Notice of Acceptance, Revision, or Disallowance; and
 - (b) any and all of the Member's rights to dispute the information contained in the Notice of Acceptance, Revision, or Disallowance shall be forever extinguished and barred without further act or notification, and the Member shall be, and is forever barred from asserting or enforcing against the Petitioners any Member Claim based on Member Information that is not set forth in the Member Notice of Acceptance, Revision, or Disallowance.
38. At any time, the Receiver or the Claims Support Agent may request additional information with respect to any Member Notice of Dispute and may request that a Member file a revised Member Notice of Dispute.

RESOLUTION OF MEMBER NOTICES OF DISPUTE

39. As soon as practicable after a Member Notice of Dispute is received in accordance with this Order, the Receiver, in consultation with the Petitioners, shall attempt to resolve and settle such amendments
40. Following the expiration of the time required to deliver a Member Notice of Dispute for all Member Notices of Acceptance, Revision, or Disallowance, delivered to the Receiver and in the event that any dispute raised in a Member Notice of Dispute cannot be consensually resolved within a reasonable time period, the Receiver shall file a report with the Court summarizing all unresolved Member Notices of Dispute and shall bring a motion for advice and directions from the Court in respect of the resolution of the outstanding Member Notices of Dispute. In the report of the Receiver, the Receiver shall suggest an appropriate procedure to address any outstanding Member Notices of Dispute fairly and efficiently.

NOTICE OF TRANSFEREES

41. The Receiver shall not be obligated to send notice to or otherwise deal with a transferee or assignee of a Member Claim as the Member in respect thereof unless and until: (i) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, by way of a Request for Amendment has been submitted to the Claims Support Agent on or before the Member Claims Bar Date; and (ii) the Receiver has acknowledged in writing such transfer or assignment by way of a Notice of Acceptance, Revision, or Disallowance, and thereafter such transferee or assignee shall for all purposes hereof constitute the “Member” in respect of such Member Claim. Any such transferee or assignee of a Member Claim, and such Member Claim, shall be bound by the consequences of any omission or failure to act on the part of the transferor or assignor and by all notices given or steps taken in respect of such Member Claim, in accordance with this Order prior to the written acknowledgement of the Receiver of such transfer or assignment.
42. If the holder of a Member Claim has transferred or assigned the whole of such Member Claim to more than one Person or part of such Member Claim to another Person, such

transfer or assignment shall not create a separate Member Claim, and such Member Claim shall continue to constitute and be dealt with as a single Member Claim notwithstanding such transfer or assignment, and the Receiver shall not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to send notice to and to otherwise deal with such Member Claim only as a whole, and then only to and with the Person last holding such Member Claim in whole as the Member in respect of that Member Claim.

DEATH OR INCAPACITY

43. If any Member has deceased, the Receiver may accept a Member Claim on such deceased Person's behalf from the duly appointed legal representative or estate trustee of such deceased Person.
44. If any Member has deceased or become incapacitated, and no legal representative has been appointed or otherwise has authority to act on behalf of such Person, the Receiver shall have the discretion to allow such Person's surviving spouse, survivor, or next-of-kin to act on such Person's behalf.
45. Before allowing a person to act on behalf of a deceased or incapacitated Person, the Receiver, acting reasonably, may require the person to execute a statutory declaration or provide some other similar form of document confirming the person's relationship to the deceased or incapacitated Person.
46. The Receiver shall incur no liability or obligation to any person for exercising its discretion to allow a third party to act on behalf of a deceased or incapacitated Person.
47. In exercising the discretion to allow a third party to confirm, dispute or file a Member Claim on behalf of a deceased or incapacitated Person or to receive funds otherwise payable to such Person, the Receiver shall consider:
 - (a) if such Person is alive, whether it appears to the Receiver that the distribution of funds to such third party is in the best interests of the incapacitated Person; and
 - (b) if such Person is deceased and intestate, the rules relating to the distribution of intestate estates, as set out in the *Wills, Estates and Succession Act* (British

Columbia).

DIRECTIONS

48. The Receiver, the Petitioners, the Claims Support Agent or any other Person with a material interest in this Member Claims Process may at any time, and with such notice as the Court may require, seek directions from the Court with respect to this Order and the Member Claims Process, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

49. The sending of the Member Claims Package and the publication of the Public Notice to Members, in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and notice of this Order and the Member Claims Bar Date on all Members who may be entitled to receive notice and who may wish to assert a Members, and no other notice or service need to be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.
50. The Claims Support Agent is at liberty to deliver the Member Claims Package and any letters, notices or other documents to Members through the Claims Portal, by forwarding true copies thereof by digital transmission or e-mail, or where no known e-mail is available, by prepaid ordinary mail, personal delivery, or courier to the last known address as recorded in the Petitioners' books and records and any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the third Business Day after mailing.
51. Any notice or other communication to be given under this Order by a Member to the Claims Support Agent shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered under the Claims Portal or by prepaid registered mail, courier, personal delivery or email addressed to:

BDO Canada Limited, in its capacity as
Receiver of SVC-MountainSide ULC and Shell Owners Association – Pacific
20 Wellington Street East, Suite 500

Toronto, ON M5E 1C5

Attention: Shell Mountainside Lodge Claims

Email: bdo-mountainsideclaims@bdo.ca

Any such notice or communication delivered by a Member to the Claims Support Agent shall be deemed to be received upon actual receipt thereof if received before 5:00 p.m. on a Business Day or, if delivered after 5:00 p.m. on a Business Day or other than on a Business Day, on the next Business Day.

52. If, during any period in which notice or other communications are being given or sent pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary or prepaid registered mail and then not received shall not, absent further order, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.
53. In the event this Order is later amended by further order, the Receiver shall post such further order on the Receiver's Website and the Receiver may serve such further order on the Service List and such posting and service (if any) shall constitute adequate notice of the amendments made.

GENERAL

54. The Receiver may alter or amend the Member Claims Process, including all dates or deadlines described herein, if, in the Receiver's reasonable business judgment, such amendment or modification will enhance the Member Claims Process.
55. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) Business Days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

56. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Petitioners, the Receiver and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Petitioners and the Receiver, as an officer of this court, and the Petitioners as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Receiver and their respective agents in carrying out the terms of this Order.
57. The Petitioners and the Receiver are authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative of the Proceedings for the purpose of having these Proceedings recognized in a jurisdiction outside Canada.
58. 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 Kibben Jackson
Lawyer for the Receiver,
BDO Canada Limited.

BY THE COURT

SCHEDULE “A”
COUNSEL APPEARING

Name of Party	Counsel Name

SCHEDULE “B”

DEFINITIONS

1. **“Acknowledgment Form”** means the form, substantially in the form attached as Schedule “G” to this Order, delivered to each Member by which they confirm their Member Information;
2. **“Acknowledgment Form Instruction Letter”** means the letter to Members, substantially in the form attached as Schedule “F” to this Order, regarding the Member Claims Process and instructions in respect thereto;
3. **“Additional Proof of Claim”** means the form, substantially in the form attached as Schedule “I” to this Order, to be completed and delivered to the Claims Support Agent by any Person claiming to be a Member but who did not receive a Member Claims Package and which shall include all supporting documentation in respect of such Additional Proof of Claim;
4. **“Additional Proof of Claim Instruction Letter”** means the letter, substantially in the form attached as Schedule “H”, regarding the Additional Proof of Claim and the Member Claims Process, and instructions in respect thereto;
5. **“Amended and Restated Appointment Order”** means the Order of the Honourable Justice Coval of the Court dated May 8, 2025, as may be amended and/or amended and restated from time to time;
6. **“Business Day”** means any day other than a Saturday, Sunday or a day on which banks in Vancouver, British Columbia are authorized or obligated by applicable law to close or otherwise are generally closed;
7. **“Claims Support Agent”** means BDO Canada LLP in accordance with the Engagement Letter;
8. **“Claims Portal”** means the website established and maintained by the Claims Support Agent for the purpose of facilitating the Member Claims Process, under which the Claims Support Agent will upload, among other documents, and as applicable:
 - (a) Notice to Members;
 - (b) Acknowledgement Forms;
 - (c) Acknowledgement Form Instruction Letters;
 - (d) Member Notice of Acceptance, Revision, or Disallowance;
 - (e) Member Notice of Dispute;

- (f) a copy of this Order, without the schedules; and,
 - (g) such other documents as may be reasonably appropriate.
- 9. **“Court”** means the Supreme Court of British Columbia;
 - 10. **“Delayed Appointment Date”** means May 27, 2025, being the date immediately following the date of the resort closure;
 - 11. **“Dispute of Delinquent Balance”** means Section Three of the Acknowledgement Form, to be completed by a Member who intends to dispute the amount of the delinquent balance set forth by the Receiver under the Acknowledgement Form;
 - 12. **“Engagement Letter”** means the letter dated December 17, 2025 pursuant to which the Receiver has retained the Claims Support Agent, a copy of which is attached as Appendix B to the First Report;
 - 13. **“First Report”** means the First Report of the Receiver dated September 14, 2026;
 - 14. **“MLMA”** means Mountainside Lodge Members Association;
 - 15. **“MLMA Member”** means a Person party to a Vacation Lease;
 - 16. **“Member”** means an MLMA Member or a SOAP Member who, according to the books and records of the Petitioners, has a Member Claim against any of the Petitioners, according to the Petitioners’ books and records;
 - 17. **“Member Claim”** means:
 - (a) any right or claim of any MLMA Member against ULC, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of ULC for damages or any other form of compensation arising from the effective termination of the MLMA Member’s Vacation Lease; and
 - (b) any right or claim of any SOAP Member against SOAP, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of SOAP for damages or any other form of compensation arising from the effective termination of the SOAP Member’s Timeshare Purchase Agreement;
 - 18. **“Member Claims Bar Date”** means 5:00 p.m. (Vancouver Time) on January 15, 2027;
 - 19. **“Member Claims Package”** means the document package to be disseminated by the Claims Support Agent, in writing or digitally, in accordance with the terms of this Order, which shall consist of:
 - (a) in the case of a Member Claims Package disseminated by email,
 - (i) a Notice to Members;

- (ii) a Member Login Form;
 - (iii) an Acknowledgement Form Instruction Letter; and,
 - (iv) a copy of this Order, without Schedules;
 - (b) in the case of a Member Claims Package disseminated by any method other than email, including by prepaid, ordinary, or registered mail,
 - (i) a Notice to Members;
 - (ii) an Acknowledgement Form;
 - (iii) an Acknowledgement Form Instruction Letter; and,
 - (iv) a copy of this Order, without Schedules; and,
 - (c) such other materials as the Receiver may consider appropriate;
20. **“Member Claims Process”** means the process outlined in the body of this Order in connection with the assertion of Member Claims against any of the Petitioners;
21. **“Member Contracts”** means a Vacation Lease or a Timeshare Purchase Agreement;
22. **“Member Information”** means the information relating to a Member to be used in the calculation of the Member Claim, to be calculated by the Receiver, based on the books and records of the Petitioners;
23. **“Member Login Form”** means the form, substantially in the form attached as Schedule “E” to this Order, which shall be delivered by the Claims Support Agent to a Member setting out, among other information, the unique login credentials for the Member to access the Acknowledgement Form and other relevant documents in the Claims Portal;
24. **“Member Notice of Acceptance, Revision, or Disallowance”** means the notice, substantially in the form attached as Schedule “J” to this Order, informing a Member that the Receiver has accepted, revised, or disallowed all or part of the Member Information subject to a Request for Amendment and/or a Dispute of Delinquent Balance, or in an Additional Proof of Claim, as applicable.
25. **“Member Notice of Dispute”** means the notice, substantially in the form attached as Schedule “K” to this Order, which may be delivered to the Claims Agent by a Member in order to dispute a Member Notice of Acceptance, Revision, or Disallowance received by such Member;
26. **“Notice to Members”** means the notice, substantially in the form attached as Schedule “D” to this Order, regarding the Member Claims Process;
27. **“Order”** means this Member Claims Process Order;

28. **“Person”** means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;
29. **“Petitioners”** means SVC-Mountainside ULC and Shell Owners Association – Pacific;
30. **“Proceedings”** means the proceedings commenced by the Petitioners in Supreme Court of British Columbia Action No. VLC-S-S-249020, Vancouver Registry;
31. **“Public Notice to Members”** means the notice, substantially in the form attached as Schedule “C” to this Order, publicizing the Member Claims Process and published under authority of this Order;
32. **“Receiver’s Website”** means the case website established by the Receiver with the following URL: www.bdo.ca/mountainsidelodge;
33. **“Request for Amendment”** means Section Two of the Acknowledgement Form, to be completed by a Member who intends to dispute the Member Information set forth by the Receiver under the Acknowledgement Form;
34. **“Service List”** means the service list kept by the Receiver in the Proceedings and posted on the Receiver’s Website;
35. **“SOAP”** means Shell Owners Association – Pacific;
36. **“SOAP Member”** means any Person who is a party to Timeshare Purchase Agreement;
37. **“Timeshare Purchase Agreement”** means a purchase agreement between a SOAP Member, SOAP, and ULC for the purchase of timeshare points;
38. **“ULC”** means SVC-Mountainside ULC; and
39. **“Vacation Lease”** means a lease agreement between an MLMA Member and ULC for the leasing of rooms at the Shell Mountainside Lodge.

SCHEDULE “C”

PUBLIC NOTICE TO MEMBERS

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

RE: NOTICE OF MEMBER CLAIMS PROCESS

TAKE NOTICE that this notice is being published pursuant to an Order of the British Columbia Supreme Court made on September 25, 2026 (the “**Member Claims Process Order**”) in the proceedings commenced under the *Law and Equity Act* (British Columbia) by SVC-MountainSide ULC and Shell Owners Association – Pacific (together, the “**Petitioners**”). Capitalized terms used and not defined herein have the meaning given in the Member Claims Process Order.

BDO Canada Limited, in its capacity as Court-appointed Receiver of the assets, undertakings, and properties of the Petitioners (in such capacity, the “**Receiver**”) is conducting a claims process in respect of Member Claims¹ arising as a result of the effective termination of the Timeshare Purchase Agreements and Vacation Lease Agreements, following the sale of the Petitioners’ interest in the strata lots and certain chattel property contained therein, which comprised the Shell Mountainside Lodge, to the purchaser, Executive Hotels, in order to determine the distribution in respect of the proceeds of sale and other realizations of the Shell Mountainside Lodge.

¹ Pursuant to the Member Claims Process Order:

- (1) A Member means an MLMA Member or a SOAP Member who, according to the books and records of the Petitioners, has a Member Claim against any of the Petitioners, according to the Petitioners’ books and records; and
- (2) A Member Claim means:
 - a. any right or claim of any MLMA Member against ULC, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of ULC for damages or any other form of compensation arising from the effective termination of the MLMA Member’s Vacation Lease; and
 - b. any right or claim of any SOAP Member against SOAP, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of SOAP for damages or any other form of compensation arising from the effective termination of the SOAP Member’s Timeshare Purchase Agreement.

Claims which are not Member Claims under the Member Claims Process Order (“Non-Member Claims”) are not being called for in this Member Claims Process. Non-Member Claims will be reviewed, considered and addressed under the Non-Member Claims Process pursuant to the Non-Member Claims Process Order of the British Columbia Supreme Court made on September 25, 2026.

Pursuant to the Member Claims Process Order, a Member Claims Package will be sent to all Members by regular mail or email from BDO Canada LLP (the “**Claims Support Agent**”), which will respectively include, among other documents, either: i) a paper copy of the Acknowledgement Form with the applicable Member Information, based on the books and records of the Petitioners, or ii) a Member Login Form, which contains unique login credentials to access the Acknowledgement Form through an online Claims Portal, and an Acknowledgement Form Instruction Letter.

Members who do not receive a Member Claims Package may submit an Additional Proof of Claim if they believe that they are entitled to a Member Claim. Members should refer to the Additional Proof of Claim Instruction Letter for assistance with submitting an Additional Proof of Claim. A blank Additional Proof of Claim may be obtained by contacting the Claims Support Agent or by accessing the Receiver’s Website.

Members may also obtain the Member Claim Process Order and an Additional Proof of Claim form by contacting the Claims Support Agent at bdo-mountainsideclaims@bdo.ca or by telephone (Toll-Free) at 1-877-236-2792 (Canada) and 1-855-236-2795 (United States).

Completed Acknowledgement Forms and Additional Proof of Claims must be received by the Claims Support Agent in the prescribed form **by 5:00 p.m. (Vancouver time) on January 15, 2027** (the “**Member Claims Bar Date**”). It is your responsibility to complete the appropriate documents and ensure that the Claims Support Agent receives your completed documents by the Member Claims Bar Date. IF THE APPROPRIATE DOCUMENTS ARE NOT **RECEIVED** BY THE CLAIMS SUPPORT AGENT BY THE MEMBER CLAIMS BAR DATE, A MEMBER WILL NOT BE ENTITLED TO RECEIVE A DISTRIBUTION. DISTRIBUTIONS WILL BE DETERMINED BY THE COURT AT A LATER DATE.

MEMBER CLAIMS THAT ARE NOT **RECEIVED** BY THE MEMBER CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

Claimants may obtain information from the Receiver’s website at www.bdo.ca/mountainsidelodge or by contacting the Claims Support Agent by telephone at 1-877-236-2792 (Canada) and 1-855-236-2795 (United States) or by e-mail at bdo-mountainsideclaims@bdo.ca.

DATED at Toronto this ► day of [●], 2026

SCHEDULE “D”

NOTICE TO MEMBERS

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

NOTICE TO MEMBERS

Pursuant to an Amended and Restated Appointment Order dated May 8, 2025 (the “**A&R Appointment Order**”), BDO Canada Limited was appointed as Receiver (in such capacity, the “**Receiver**”) of SVC-MountainSide ULC and Shell Owners Association – Pacific (together, the “**Petitioners**”). On May 8, 2025, the Court also granted an Approval and Vesting Order (the “**AVO**”) approving the sale of the Petitioners’ interest in the strata lots and certain chattel property contained therein, which comprised the Shell MountainSide Lodge, to the purchaser, Executive Hotels (the “**Sale Transaction**”). The Receiver closed the Sale Transaction on May 30, 2025.

You are receiving this Notice to Members because the records of the Petitioners indicate that you are a party to a Vacation Lease or Timeshare Purchase Agreement that was effective as of the date of the Sale Transaction. The purpose of this Notice to Members is to inform you about your Member Claim in the Member Claims Process approved by the Court on September 25, 2026 (the “**Member Claims Process Order**”). Capitalized terms used in this Notice to Members but not defined have the meanings given to them in the Member Claims Process Order.

Under the Member Claims Process Order, the Receiver is required to send a Member Claims Package to each Claimant containing a Member Login Form or Acknowledgement Form, as applicable, and an Acknowledgement Form Instruction Letter.

Please read the enclosed Acknowledgment Form Instruction Letter carefully for instructions on how to participate in the Member Claims Process.

To access the online claims portal (the “**Claims Portal**”) established by the Receiver and managed by the Claims Support Agent, please use the following link: www.mountainsidelodgememberclaims.ca Members who receive a Member Claims Package via regular mail and who wish to access the Claims Portal must contact the Claims Support Agent to obtain their login credentials. Members who receive the Member Claims Package via email will receive their unique login credentials to access the Claims Portal.

The Claims Support Agent MUST **receive** your completed Acknowledgement Form by no later than **5:00 p.m. (Vancouver time) on January 15, 2027** (the “**Member Claims Bar Date**”).

IF THE CLAIMS SUPPORT AGENT DOES NOT **RECEIVE** YOUR COMPLETED ACKNOWLEDGMENT FORM BY THE MEMBER CLAIMS BAR DATE, EITHER THROUGH THE CLAIMS PORTAL OR IN WRITING, YOU WILL **NOT** BE ENTITLED TO RECEIVE ANY DISTRIBUTION OF THE ASSETS OF THE PETITIONERS IN RESPECT OF YOUR MEMBER CLAIM. YOUR MEMBER CLAIM WILL BE BARRED AND EXTINGUISHED FOREVER.

DATED at Toronto this [●] day of [●], 2026

SCHEDULE “E”

MEMBER LOGIN FORM

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-MOUNTAININSIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC**

PETITIONERS

MEMBER LOGIN FORM

VIA EMAIL

[DATE]

In respect of your potential Member Claim in the proceedings of SVC-Mountaininside ULC and Shell Owners Association – Pacific, please find below your login credentials for accessing the online Claims Portal:

Access Code: [●]

Members may access the online Claims Portal by using the following link:
www.mountainsidelodgememberclaims.ca

When a Member accesses the Claims Portal using the credentials in the Member Login Form, they will see the pre-populated personal information (i.e. legal name, address) that the Receiver has derived through a reconciliation of the records maintained by the Petitioners (the “**Member Information**”). Please follow the instructions provided in the online Claims Portal to submit your Acknowledgment Form.

If you complete your Acknowledgment Form in the online Claims Portal, you are **not** required to complete and return any written forms.

You will not receive a paper copy of the Acknowledgement Form by mail if you receive this Member Login Form. **The Receiver encourages all Members to use the online Claims Portal to support the efficiency of the Member Claims Process.** Members who wish to receive a paper version of their Acknowledgement Form may contact the Claims Support Agent at bdo-mountainsideclaims@bdo.ca.

SCHEDULE “F”

ACKNOWLEDGMENT FORM INSTRUCTION LETTER

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**

ACKNOWLEDGMENT FORM INSTRUCTION LETTER

A. Member Claims Process

Pursuant to an Amended and Restated Appointment Order dated May 8, 2025 (the “**A&R Appointment Order**”), BDO Canada Limited was appointed as Receiver (in such capacity, the “**Receiver**”) of SVC-MountainSide ULC and Shell Owners Association – Pacific (together, the “**Petitioners**”). This letter is being delivered pursuant to the Order of the British Columbia Supreme Court made on September 25, 2026 (the “**Member Claims Process Order**”). Capitalized terms used but not defined herein have the meaning given to them in the Member Claims Process Order.

A claims process is a structured procedure used to evaluate, validate, and resolve assertions that a claimant has an amount owing by a debtor or suffered a loss. In these proceedings, Members have lost their right-of-use access to the Shell Mountainside Lodge as a result of the sale of the Petitioners’ interest in the strata lots and certain chattel property contained therein, which comprised the Shell Mountainside Lodge, to the purchaser, Executive Hotels (the “**Sale Transaction**”). Member Contracts have been effectively breached and, as a result, Members may be entitled to submit a damage claim in these proceedings as creditors.

The Receiver is undertaking the Member Claims Process in order to determine the claims of who is entitled to share in the proceeds of the assets of the Petitioners and the quantum of such claims. The Member Claims Process is intended for any party who held a Vacation Lease or Timeshare Purchase Agreement effective the date of the Sale Transaction. In order to be eligible to receive a distribution of the proceeds, the Claims Support Agent must **receive** your completed Acknowledgement Form on or before **5:00 p.m. (Vancouver time) on January 15, 2027** in accordance with the Member Claims Process Order.

This letter provides instructions for completing the enclosed Acknowledgement Form in writing or by using the online Claims Portal. **The Receiver encourages all Members to use the online Claims Portal to support the efficiency of the Member Claims Process.**

The Member Claims Process is intended for any Member claiming an interest in the assets of the Petitioners by virtue of their interest under a Timeshare Purchase Agreement or Vacation Lease. In order to have a Member Claim, the Member must have been a party to an active Timeshare Purchase Agreement or Vacation Lease on May 27, 2025.

Pursuant to the Member Claims Process Order, failure to submit a completed Acknowledgement Form in the online Claims Portal or in writing such that it is **received** by the Claims Support Agent on or before **5:00 p.m. (Vancouver time) on January 15, 2027** will result in your Member Claim being forever barred and extinguished and you will be prohibited from making or enforcing a Member Claim against the Petitioners, shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a Member claimant in these proceedings.

B. General Instructions for Submitting a Member Claim

To be eligible to receive a distribution of the proceeds under the Member Claims Process, Members must submit either:

- a completed Acknowledgement Form; or
- an Additional Proof of Claim.

This letter provides instructions for completing an Acknowledgement Form, either in writing or through the online Claims Portal.

Members with an active email address associated with their account will not receive a paper version of their Acknowledgement Form, but will receive a Member Login Form containing unique login credentials to access the Claims Portal. Members may access the online Claims Portal by using the following link: www.mountainsidelodgememberclaims.ca. Please follow the instructions provided in the online Claims Portal to submit your Acknowledgment Form.

If you complete your Acknowledgement Form in the Claims Portal, you are **not** required to complete and return any of the written forms provided.

If you choose **not** to use the online Claims Portal, you are required to complete and submit the paper version of the Acknowledgement Form. All Acknowledgement Forms must be signed and dated.

C. Submitting an Acknowledgment Form

The Acknowledgment Form is pre-populated with your personal information (i.e. legal name, address) that the Receiver has derived through a reconciliation of the records maintained by the Petitioners (the “**Member Information**”). In the event the Petitioners’ records indicate that you have an unpaid balance on your account, your Member Information will also include the amount of your unpaid balance (a “**Delinquent Balance**”). In the event that there are multiple Members associated with the same account, it is only necessary for one (1) of the Members to complete and submit the Acknowledgment Form. The Receiver will direct all matters regarding the Member Claim, including any distributions, to the party that submitted the Acknowledgment Form.

If you **agree** with the Member Information, you are required to complete Section One of the Acknowledgment Form.

If you **do not agree** with the Member Information, you are required to complete Section Two of the Acknowledgment Form entitled “Request for Amendment”. If you are requesting an amendment to any of the Member Information, you are also required to provide copies of the documentation to support your requested amendment(s).

If you **do not agree** with the Delinquent Balance, you are required to complete Section Three of the Acknowledgment Form entitled “Dispute of Delinquent Balance”. You are also required to provide copies of the documentation to support your dispute of the Delinquent Balance.

The amount of your Member Claim will be determined pursuant to a methodology developed by the Receiver, which will be subject to Court approval at a later date.

D. Important Submission Deadlines

Your Acknowledgement Form must be completed and submitted so that they are **received** by the Claims Support Agent by **5:00 p.m. (Vancouver Time) on January 15, 2027** (the “**Member Claims Bar Date**”). FAILURE TO SUBMIT AN ACKNOWLEDGEMENT FORM BY THE CLAIMS BAR DATE WILL RESULT IN SUCH CLAIM BEING BARRED AND EXTINGUISHED, RELEASED AND DISCHARGED FOREVER.

E. Questions

If you have any questions regarding the Member Claims Process, please contact the Claims Support Agent at the address provided below. All notices and enquiries with respect to the Member Claims Process should be addressed to:

Shell Mountainside Lodge Claims Processing Center
c/o BDO Canada LLP
222 Bay Street, Suite 2200
Toronto, ON M5K 1H1

Attention: Shell Mountainside Lodge Claims

Email: bdo-mountainsideclaims@bdo.ca

Telephone (Toll Free): 1-877-236-2792 (Canada)
1-855-236-2795 (United States)

Copies of the Member Claims Process Order and other documents pertaining to the Receivership Proceedings can be found on the Receiver’s case website at: www.bdo.ca/mountainsidelodge.

SCHEDULE “G”

ACKNOWLEDGMENT FORM

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-MOUNTAIN SIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC**
PETITIONERS

ACKNOWLEDGMENT FORM

[Member Name]
[Mailing Address]

Please read the enclosed **Acknowledgment Form Instruction Letter** carefully prior to completing this Acknowledgment Form.

The Receiver encourages all Members to use the online Claims Portal to submit the information contained in this form instead of this paper version. The Claims Portal can be accessed at: www.mountainsidelodgememberclaims.ca.

This form should only be completed if you are unable to access the online Claims Portal. *Do not return this completed form by mail if you submit information using the online Claims Portal.*

Once completed, return a copy of this signed document, together with any required supporting documentation, by ordinary mail, courier, personal delivery or electronic or digital transmission.

All completed Acknowledgement Forms must be **received** by the Claims Support Agent by 5:00 p.m. (Vancouver time) on **January 15, 2027** (the “**Member Claims Bar Date**”). Where a completed Acknowledgement Form is not being submitted through the online Claims Portal, please send the Acknowledgement Form to the following address:

Shell Mountainside Lodge Claims Processing Center
c/o BDO Canada LLP
222 Bay Street, Suite 2200
Toronto, ON M5K 1H1

Attention: Shell Mountainside Lodge Claims

OR

Email: bdo-mountainsideclaims@bdo.ca

IF YOU DO NOT RETURN THIS FORM OR COMPLETE THE ONLINE CLAIMS PORTAL
BY THE MEMBER CLAIMS BAR DATE, YOU WILL BE BARRED FROM ASSERTING
ANY MEMBER CLAIM IN THIS PROCEEDING.

Please type your response or print legibly.

MEMBER INFORMATION

MEMBER CONTACT INFORMATION

Contact Information for Member Submitting Acknowledgment Form	
Member Name	
Member Mailing Address	
Member Email Address	
Member Phone Number	

ACCOUNT AND CONTRACT INFORMATION

Equiant Account Information	
Membership Body	
Membership ID / Contract Number	
Equiant Account Number	

[Vacation Lease Only]:

Contract Details	
Contract Date	
Contract Expiry Date	
Purchase Price	

Interval #1 Details	
Unit Number	
Week	
Every / Even / Odd Year	

[Timeshare Purchase Agreement Only]:

Contract Details	
Number of Annual Allocated Points	
Contract Date	
Purchase Price	

[Timeshare Purchase Agreement Only]:

Unused Points Details	
Commencement Month	
Unused Points Claim (CAD \$)	

****The Member acknowledges that should any portion of the Unused Points Claim be directly refunded, such refunded amount will be deducted from the Unused Points Claim amount.**

Delinquent Balance Owing	
Delinquent Balance (CAD \$)	
Relates to 2025 Only?	

SECTION ONE

ACKNOWLEDGMENT

If you agree with all of the information set out above in the MEMBER INFORMATION section, you must acknowledge same by checking the box and signing below. If you disagree with this information in any respect, then you must complete Section Two, the Request for Amendment.

☐ I hereby confirm that the above information is true and correct in every respect.

☐ I hereby confirm that I am entitled to submit to submit this Acknowledgement and to deal with all matters regarding this Member Claim, including any distributions, on behalf of myself and any other persons who may have an interest in the Member Contract described herein.

DATED this _____ day of _____, ____.

Signature: _____ Print Name: _____

SECTION TWO – REQUEST FOR AMENDMENT

WE DO NOT REQUIRE YOU TO COMPLETE FIELDS FOR WHICH THERE IS NO DISPUTE.

PLEASE INDICATE ONLY THE SPECIFIC AMENDMENTS REQUESTED AND PROVIDE SUPPORTING DOCUMENTATION FOR THOSE REQUESTED AMENDMENTS.

Possible Reasons for Requested Amendments
Member Name Change – Marriage / Divorce / Deceased Member / Other
Incorrect Membership Body
Incorrect Member ID / Contract Number
Incorrect Equiant Account Number
Incorrect Unit Number
Incorrect Week
Incorrect Type of Year Interval Designation [Every / Even / Odd]
Unused Points Claim
Incorrect Purchase Price
Other

IF YOU DISPUTE THE DELINQUENT BALANCE ON YOUR ACCOUNT, PLEASE COMPLETE SECTION 3.

****In the below table(s) please specify the amendment requested and the reason for such amendment. Supporting documentation is also required to illustrate the need for any amendment. For example, if your name has legally changed, government issued proof to substantiate such change is required to be sent together with this completed form.**

Please type your response or print legibly.

I, *[name of Member or Representative of the Member]*, do hereby request that the information provided in this Acknowledgment Form be amended as follows.

Account Information		Amended Information (where applicable)	Reason for Requested Amendment (where applicable)
MEMBER CONTACT INFORMATION:			
Member Name			
Member Mailing Address			
Member Email Address			
Member Phone Number			
ACCOUNTS AND CONTRACT INFORMATION:			
Membership Body		[Data Validation; MLMA or SOAP]	

Account Information		Amended Information (where applicable)	Reason for Requested Amendment (where applicable)
Membership ID / Contract Number			
Equiant Account Number			
Contract Number			
PARTICULARS OF YOUR MEMBER INFORMATION [Vacation Lease Only]:			
Unit Number		[Data validation; Drop-down with room numbers]	
Week		[Data validation; Drop-down with numbers '1' to '53']	
Every / Even / Odd Year		[Data validation; Drop-down with one of three (3) available options]	
Contract Date		[Data validation; Date selection]	
Contract Expiry Date		[Data validation; Date selection]	
Purchase Price			
PARTICULARS OF YOUR MEMBER INFORMATION [Timeshare Purchase Agreement Only]:			
Number of Annual Allocated Points			
Contract Date		[Data validation]	
Purchase Price			
PARTICULARS OF YOUR MEMBER INFORMATION [Timeshare Purchase Agreement Only]:			
Commencement Month		[Data validation; Drop-down with month selection]	
Unused Points Claim (CAD \$)			

☐ I hereby confirm that the above information is true and correct in every respect.

☐ I hereby confirm that I am entitled to submit to submit this Request for Amendment and to deal with all matters regarding this Member Claim, including any distributions, on behalf of myself and any other persons who may have an interest in the Member Contract described herein.

DATED this _____ day of _____, ____.

Signature: _____

Print Name: _____

In the event that the Request for Amendment section is completed, if you do not utilize the online Claims Portal, you must return a copy of this document, together with any required supporting documentation, by ordinary mail, courier, personal delivery or electronic or digital transmission. Any such submission must be **received** by the Claims Support Agent by 5:00 p.m. (Vancouver time) on **January 15, 2027** (the “**Member Claims Bar Date**”) at the following address:

Shell Mountainside Lodge Claims Processing Center
c/o BDO Canada LLP
222 Bay Street, Suite 2200
Toronto, ON M5K 1H1

Attention: Shell Mountainside Lodge Claims

OR

Email: bdo-mountainsideclaims@bdo.ca

SECTION THREE – DISPUTE OF DELINQUENT BALANCE

This form should only be completed if there is a Delinquent Balance noted on your Account, and you disagree with the Delinquent Balance. Please type your response or print legibly.

I, *[name of Member or Representative of the Member]*, do hereby dispute the Delinquent Balance information provided in this Acknowledgement Form in the following respect:

PLEASE INDICATE THE REASON FOR THE DISPUTE WITH THE ABOVE STATED DELINQUENT BALANCE AND PROVIDE SUPPORTING DOCUMENTATION.

☐ I hereby confirm that the above information is true and correct in every respect.

☐ I hereby confirm that I am entitled to submit to submit this Delinquent Balance section and to deal with all matters regarding this Member Claim, including any distributions, on behalf of myself and any other persons who may have an interest in the Member Contract described herein.

DATED this _____ day of _____, _____.

Signature: _____ Print Name: _____

In the event that the Delinquent Balance section is completed, if you do not utilize the online Claims Portal, you must return a copy of this document, together with any required supporting documentation, by ordinary mail, courier, personal delivery or electronic or digital transmission. Any such submission must be **received** by the Claims Support Agent by 5:00 p.m. (Vancouver time) on **January 15, 2027** (the “**Member Claims Bar Date**”) at the following address:

Shell Mountainside Lodge Claims Processing Center
c/o BDO Canada LLP
222 Bay Street, Suite 2200
Toronto, ON M5K 1H1

Attention: Shell Mountainside Lodge Claims

OR

Email: bdo-mountainsideclaims@bdo.ca

SCHEDULE “H”

ADDITIONAL PROOF OF CLAIM INSTRUCTION LETTER

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-MOUNTAININSIDE ULC AND SHELL OWNERS ASSOCIATION – PACIFIC PETITIONERS

ADDITIONAL PROOF OF CLAIM INSTRUCTION LETTER

A. Member Claims Process

Pursuant to an Amended and Restated Appointment Order dated May 8, 2025 (the “**A&R Appointment Order**”), BDO Canada Limited was appointed as Receiver (in such capacity, the “**Receiver**”) of SVC-Mountainside ULC and Shell Owners Association – Pacific (together, the “**Petitioners**”). This letter is being delivered pursuant to the Order of the British Columbia Supreme Court made on September 25, 2026 (the “**Member Claims Process Order**”). Capitalized terms used but not defined herein have the meaning given to them in the Member Claims Process Order.

A claims process is a structured procedure used to evaluate, validate, and resolve assertions that a claimant has an amount owing by a debtor. In these proceedings, Members² have lost their right-of-use access to the Shell Mountainside Lodge as a result of the sale of the Petitioners’ interest in the strata lots and certain chattel property contained therein, which comprised the Shell

² Pursuant to the Member Claims Process Order:

- (3) A Member means an MLMA Member or a SOAP Member who, according to the books and records of the Petitioners, has a Member Claim against any of the Petitioners, according to the Petitioners’ books and records; and
- (4) A Member Claim means:
 - a. any right or claim of any MLMA Member against ULC, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of ULC for damages or any other form of compensation arising from the effective termination of the MLMA Member’s Vacation Lease; and
 - b. any right or claim of any SOAP Member against SOAP, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of SOAP for damages or any other form of compensation arising from the effective termination of the SOAP Member’s Timeshare Purchase Agreement.

Mountainside Lodge, to the purchaser, Executive Hotels (the “**Sale Transaction**”). Member Contracts have been effectively breached and, as a result, Members may be entitled to submit a damage claim in these proceedings as creditors.

The Receiver is undertaking the Member Claims Process in order to determine the claims of who is entitled to share in the proceeds of the assets of the Petitioners and the quantum of such claims. The Member Claims Process is intended for any party who held a Vacation Lease or Timeshare Purchase Agreement effective the date of the Sale Transaction. In order to be eligible to receive a distribution of the proceeds, the Claims Support Agent must **receive** your completed Member Claim Form on or before **5:00 p.m. (Vancouver time) on January 15, 2027** in accordance with the Member Claims Process Order.

You may submit an Additional Proof of Claim if you believe that you are entitled to a Member Claim, but you have not received a Member Claim Package.

This letter provides instructions for completing the enclosed Additional Proof of Claim in writing or by using the online Claims Portal. **The Receiver encourages all Members to use the online Claims Portal to support the efficiency of the Member Claims Process.**

The Member Claims Process is intended for any Member claiming an interest in the assets of the Petitioners by virtue of their interest under a Timeshare Purchase Agreement or Vacation Lease. In order to have a Member Claim, the Member must have been a party to an active Timeshare Purchase Agreement or Vacation Lease as of May 27, 2025.

Pursuant to the Member Claims Process Order, failure to submit a completed Member Claim Form in the online Claims Portal or in writing such that it is **received** by the Claims Support Agent on or before **5:00 p.m. (Vancouver time) on January 15, 2027** will result in your Member Claim being forever barred and extinguished and you will be prohibited from making or enforcing a Member Claim against the Petitioners, shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a Member Claimant in these proceedings.

B. General Instructions for Submitting a Member Claim

To be eligible to receive a distribution of the proceeds under the Member Claims Process, Members must submit either:

- a completed Acknowledgement Form; or
- an Additional Proof of Claim.

This letter provides instructions for completing an Additional Proof of Claim, either in writing or using the online Claims Portal.

C. Submitting an Additional Proof of Claim

You are required to include all particulars of your Member Contract when completing your Additional Proof of Claim. You will also be required to submit supporting documentation to

support your Member Claim (at minimum, a copy of the Vacation Lease or Timeshare Purchase Agreement).

You are not required to provide a calculation of your Member Claim. The amount of your Member Claim will be determined pursuant to a methodology developed by the Receiver, which will be subject to Court approval at a later date.

Online Claims Portal Submissions

Members may submit an Additional Proof of Claim through the online Claims Portal accessed by using the following link: www.mountainsidelodgememberclaims.ca. Members should select, “I don’t have login information.”, and follow the instructions to complete and submit the Additional Proof of Claim.

Supporting documents can be uploaded and attached to your claim in the Claims Portal.

If you submit your **Additional Proof of Claim** in the online Claims Portal, you are **not** required to complete and return any of the written forms provided.

In-Writing Paper Submissions

If you choose **not** to use the online Claims Portal, you are required to complete and submit a paper version of the Additional Proof of Claim to the Claims Support Agent. All Additional Proof of Claims must be signed and dated.

Paper versions of your supporting documents must be attached to your Additional Proof of Claim.

D. Non-Member Proof of Claim

The Additional Proof of Claim is only intended for Members Claims (i.e. in relation to Member Contracts). In the event a Member believes they have a claim separate and apart from their Member Contract, a Member should complete and submit a Non-Member Proof of Claim.

A blank Non-Member Proof of Claim may be obtained by contacting the Claims Support Agent or by accessing the Receiver’s website at: www.bdo.ca/mountainsidelodge.

E. Important Submission Deadlines

Pursuant to the Member Claims Process Order, Acknowledgement Forms and Additional Proof of Claims must be completed and submitted so that they are **received** by the Claims Support Agent by **5:00 p.m. (Vancouver Time) on January 15, 2027** (the “**Member Claims Bar Date**”). **FAILURE TO SUBMIT AN ADDITIONAL PROOF OF CLAIM BY THE CLAIMS BAR DATE WILL RESULT IN SUCH CLAIM BEING BARRED AND EXTINGUISHED, RELEASED AND DISCHARGED FOREVER.**

F. Questions

If you have any questions regarding the Member Claims Process, please contact the Claims Support Agent at the address provided below. All notices and enquiries with respect to the Claims Process should be addressed to:

Shell Mountainside Lodge Claims Processing Center
c/o BDO Canada LLP
222 Bay Street, Suite 2200
Toronto, ON M5K 1H1

Attention: Shell Mountainside Lodge Claims

Email: bdo-mountainsideclaims@bdo.ca

Telephone (Toll Free): 1-877-236-2792 (Canada)
1-855-236-2795 (United States)

Copies of the Member Claims Process Order and other documents pertaining to the Receivership Proceedings can be found on the Receiver's case website at: www.bdo.ca/mountainsidelodge.

SCHEDULE “I”

ADDITIONAL PROOF OF CLAIM

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-MOUNTAIN SIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC**

PETITIONERS

ADDITIONAL PROOF OF CLAIM

Pursuant to an Amended and Restated Appointment Order dated May 8, 2025, BDO Canada Limited was appointed as Receiver (in such capacity, the “**Receiver**”) of SVC-Mountain Side ULC and Shell Owners Association – Pacific (together, the “**Petitioners**”).

On September 25, 2026, the British Columbia Supreme Court issued an Order (the “**Member Claims Process Order**”) approving the Member Claims Process to be undertaken by the Receiver, in consultation with the Petitioners, to determine any and all Member Claims that Claimants may have against the Petitioners. Capitalized terms used herein but not defined have the meanings given to them in the Member Claims Process Order.

A copy of the Member Claims Process Order and other information relating to the Proceedings has been posted to the Receiver’s website at: www.bdo.ca/mountainsidelodge.

If you have not received a Member Claims Package but you believe that you have a Member Claim, the Member Claims Process Order permits you to complete this Additional Proof of Claim and deliver it to the Claims Support Agent (at the address set forth below) by no later than January 15, 2027.

Upon receipt of your Additional Proof of Claim, the Receiver, with the assistance of the Petitioners, will review your Additional Proof of Claim and attempt to determine whether you have a Member Claim. Following such determination, the Receiver will provide you with a Member Claims Package including an Acknowledgement Form indicating your Member Information, if any.

If you have not received a Member Claims Package and fail to submit an Additional Proof of Claim by January 15, 2027, you will be forever barred from asserting any Member Claim against the Petitioners.

In order to allow the Receiver to determine whether you have a Member Claim, please complete the following chart:

Name	
Mailing Address	
Telephone Number	
Email Address	
Membership Body: [select one]	Mountainside Lodge Members Association Shell Owners Association – Pacific
Membership Number / Contract Number	
Equiant ID Number	

If you have a Vacation Lease:

Unit	[Data validation; Drop-down with room numbers]
Week	[Data validation; Drop-down with numbers '1' to '53']
Every / Even / Odd Year	[Data validation; Drop-down with one of three (3) available options]
Date of Vacation Lease	[Data validation; Date selection]
Vacation Lease Expiry Date	[Data validation; Date selection]
Purchase Price	

If you have a Timeshare Purchase Agreement:

Number of Annual Allocated Points:	
Date of Timeshare Purchase Agreement	[Data validation; Date selection]
Purchase Price	
Unused Points Claim (CAD \$)	

☐ I hereby confirm that the above information is true and correct in every respect.

☐ I hereby confirm that I am entitled to submit this Additional Proof of Claim and to deal with all matters regarding this Member Claim, including any distributions, on behalf of myself and any other persons who may have an interest in the Member Contract described herein.

DATED this _____ day of _____, ____.

Signature: _____ Print Name: _____

Please submit your completed form to the Claims Support Agent at:

Shell Mountainside Lodge Claims Processing Center
c/o BDO Canada LLP
222 Bay Street, Suite 2200
Toronto, ON M5K 1H1

Attention: Shell Mountainside Lodge Claims

OR

Email: bdo-mountainsideclaims@bdo.ca

Failure to file an Additional Proof of Claim and any required documentation by the Member Claims Bar Date will result in the Member Claim being forever barred and extinguished and the Member will be prohibited from making or enforcing a Member Claim against the Petitioners and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

SCHEDULE “J”

MEMBER NOTICE OF ACCEPTANCE, REVISION, OR DISALLOWANCE

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-MOUNTAIN SIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC**

PETITIONERS

MEMBER NOTICE OF ACCEPTANCE, REVISION, OR DISALLOWANCE

Date of Member Notice of Acceptance, Revision or, Disallowance: _____

Member Name: _____

Equiant # (if applicable): _____

Defined terms not defined within this Member Notice of Acceptance, Revision, or Disallowance form have the meaning ascribed thereto in the Member Claims Process Order dated September 25, 2026.

The Receiver hereby gives you notice that it has reviewed your [Acknowledgement Form / Additional Proof of Claim] and has accepted, revised or rejected [your Request for Amendment / Dispute of Delinquent Balance / Additional Proof of Claim] as follows:

(A) Acceptance, Revision, or Disallowance:

Member Information	Requested Amendment	Acceptance, Revision, or Disallowance

(B) Reason for the Acceptance, Revision, or Disallowance:

IF YOU DO NOT AGREE WITH THIS MEMBER NOTICE OF ACCEPTANCE, REVISION, OR DISALLOWANCE, PLEASE TAKE NOTICE OF THE FOLLOWING:

1. If you intend to dispute this Member Notice of Acceptance, Revision, or Disallowance you must deliver a Member Notice of Dispute to the Claims Support Agent through the Claims Portal or by ordinary mail, personal service, courier or electronic or digital transmission to the addresses indicated hereon, **by no later than 5:00 p.m. (Vancouver time) on the day which is thirty (30) days after the date of this Member Notice of Acceptance or Disallowance.** The form of Member Notice of Dispute is attached to this Member Notice of Acceptance, Revision, or Disallowance.
2. If you do not deliver a Member Notice of Dispute by the applicable deadline, any Member Information subject to this Notice of Acceptance, Revision, or Disallowance shall be deemed to be as set out herein.

Address for Service of Member Notice of Dispute:

Shell Mountainside Lodge Claims Processing Center
c/o BDO Canada LLP
222 Bay Street, Suite 2200
Toronto, ON M5K 1H1

Attention: Shell Mountainside Lodge Claims

OR

Email: bdo-mountainsideclaims@bdo.ca

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIODS, THIS MEMBER NOTICE OF ACCEPTANCE, REVISION, OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, ____.

BDO CANADA LIMITED
in its capacity as Court-appointed Receiver of
SVC-Mountainside ULC and Shell Owners Association - Pacific
and not in its corporate or personal capacity

SCHEDULE “K”

MEMBER NOTICE OF DISPUTE

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-MOUNTAIN SIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC**

PETITIONERS

MEMBER NOTICE OF DISPUTE

A: Particulars of Member

Acknowledgement Form

Unique ID (if applicable):

Equiant ID Number:

Membership Number /

Contract Number

Full Legal Name of Member:

Mailing Address:

Telephone Number:

Email Address:

B: Dispute of Member Notice of Acceptance, Revision, or Disallowance:

The Member hereby disputes the Member Notice of Acceptance, Revision, or Disallowance received from the Receiver and asserts as follows:

Provide full particulars of why you dispute the Member Notice of Acceptance, Revision, or Disallowance, and provide all supporting documentation you have in support of your dispute. If necessary, use an additional piece of paper to describe your changes.

IF YOU FAIL TO COMPLETE AND SUBMIT A MEMBER NOTICE OF DISPUTE BY THE DEADLINE INDICATED IN YOUR MEMBER NOTICE OF ACCEPTANCE, REVISION, OR DISALLOWANCE, YOUR MEMBER INFORMATION AS SET OUT IN THE MEMBER NOTICE OF ACCEPTANCE, REVISION, OR DISALLOWANCE WILL BE BINDING ON YOU.

If you have any questions about the Member Claims Process or this Member Notice of Dispute, you may contact the Receiver by email at bdo-mountainsideclaims@bdo.ca, or visit the Receiver's website at: www.bdo.ca/mountainsidelodge.

DATED this _____ day of _____, ____.

Witness _____

Per:

Per:

(signature of individual completing the form)

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
(MEMBER CLAIMS PROCESS ORDER)

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
550 Burrard Street, Suite 2900
Vancouver, BC, V6C 0A3
+1 604 631 3131

Counsel: Mishaal Gill
Matter No: 240198.00055

SCHEDULE "C"
NON-MEMBER CLAIMS PROCESS ORDER

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-MOUNTAIN INSIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC**

PETITIONERS

ORDER MADE AFTER APPLICATION
(NON-MEMBER CLAIMS PROCESS ORDER)

BEFORE THE HONOURABLE
JUSTICE COVAL

) September 25, 2026
)
)

ON THE APPLICATION OF BDO Canada Limited (“**BDO**”) in its capacity as receiver, without security, of the Petitioners’ present and future assets, undertakings and property, including all proceeds thereof, (in such capacity, the “**Receiver**”), coming on for hearing at Vancouver, British Columbia on this date; AND ON HEARING Kibben Jackson and Mishaal Gill, counsel to the Receiver, and those other counsel listed in Schedule “A” attached hereto, AND NO ONE ELSE APPEARING, although duly served; AND UPON READING the material filed, including the First Report of the Receiver dated September 14, 2026 (the “**First Report**”); AND PURSUANT TO the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of this notice of application and supporting materials is hereby abridged such that the notice of application is properly returnable today.

GENERAL PROVISIONS

2. All capitalized terms not otherwise defined in this Order shall have the definitions set out in Schedule “B” hereto.
3. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.
4. All references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.
5. All references to the word “including” shall mean “including without limitation”.
6. Any Non-Member Claims denominated in a currency other than Canadian Dollars shall be converted into Canadian Dollars at the applicable Bank of Canada exchange rates published on the Delayed Appointment Date.

NON-MEMBERS CLAIM PROCESS

7. The Non-Member Claims Process, including the Non-Member Claims Bar Date, is hereby approved.
8. The form and substance of each of the Public Notice to Claimants, Notice to Claimants, Non-Member Proof of Claim Instruction Letter, Non-Member Proof of Claim, Non-Member Notice of Revision or Disallowance, and Non-Member Notice of Dispute, substantially in the forms attached as Schedules “C”-“H” respectively to this Order, are hereby approved. Despite the foregoing, the Receiver may, from time to time, make such minor changes to such forms as the Receiver considers necessary or desirable.

RECEIVER’S ROLE

9. The Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the Amended and Restated Appointment Order and any other order of the Court in

these proceedings, is hereby directed and empowered to take all actions and fulfill any other roles as are authorized by this Order or incidental thereto, including the determination of Non-Member Claims, and that in taking such other actions and fulfilling such other roles, the Receiver shall have the protections given to it in the Amended and Restated Appointment Order and this Order, including the protections provided in paragraph 10 of this Order.

10. In carrying out the terms of this Order, the Receiver (i) shall have all of the protections given to it by the Amended and Restated Appointment Order, any other orders of the Court in these proceedings, and this Order, and as an officer of the court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than any liability arising from its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the Petitioners and any information provided by the Petitioners; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and (v) may seek such assistance from the Petitioners as may be reasonably required to carry out its duties and obligations pursuant to this Order, including, without limitation, making such inquiries and obtaining such records and information as it deems appropriate in connection with carrying out the provisions of this Order.
11. The Petitioners and their officers, directors, employees, agents and representatives shall cooperate with the Receiver in the exercise of its powers and discharge of its duties under this Order.

NOTICE TO CLAIMANTS

12. No later than ten (10) Business Days after the issuance of this Order, the Receiver shall:
 - (a) post a copy of this Order (together with its Schedules) on the Receiver's Website;
 - (b) cause the Public Notice to Claimants to be published in the National Edition of *The Globe and Mail*, or any other publication as the Receiver deems appropriate; and
 - (c) send by email or where no email is available, by prepaid ordinary mail or courier to the last known address as recorded in the Petitioners' books and records, a copy

of the Non-Member Claims Package to all parties identified by the Receiver as a potential Claimant.

13. To the extent that any Person requests documents relating to the Non-Member Claims Process, including a Non-Member Claims Package, prior to the Non-Member Claims Bar Date, or if the Receiver becomes aware of any additional Non-Member Claims after the date set forth in paragraph 12, the Receiver shall forthwith send such person a Non-Member Claims Package or direct the Person to the documents posted on the Receiver's Website.
14. The sending of the Non-Member Claims Package in accordance with this Order, and the noticing of this Non-Member Claims Process as set out in this Order, shall constitute good and sufficient delivery of the Non-Member Claims Package, including notice of this Order, and the Non-Member Claims Bar Date on all Claimants who may be entitled to receive notice and who may have a Non-Member Claim.
15. Except as specifically provided for in this Order, the Receiver is not under any obligation to provide notice of this Order to any Claimant having or asserting a Non-Member Claim, and all Claimants shall be bound by the Non-Member Claims Bar Date, this Order and any notices published in accordance with the terms of this Order, regardless of whether or not they received actual notice, and any steps taken in respect of any Non-Member Claim in accordance with this Order.
16. Neither (i) the reference to a purported Non-Member Claim as a "Claim" or a purported Claimant as a "Claimant" in this Order, nor (ii) the delivery of a Non-Member Claims Package by the Receiver to a Claimant shall constitute an admission by the Receiver of any obligation to any Claimant.

NON-MEMBER PROOFS OF CLAIM

17. Every Claimant asserting a Non-Member Claim against the Petitioners shall set out its aggregate Non-Member Claim in a Non-Member Proof of Claim, including all supporting documentation in connection therewith, and shall deliver that Non-Member Proof of Claim to the Receiver so that it is received by no later than the Non-Member Claims Bar Date.

18. Any Person that does not deliver a Non-Member Proof of Claim in respect of a Non-Member Claim in the manner required by this Order such that it is received on or before the Non-Member Claims Bar Date shall:
 - (a) be, and is hereby forever estopped and enjoined from asserting or enforcing any Non-Member Claim against the Petitioners and all such Non-Member Claims shall be forever extinguished and barred without further action or notification;
 - (b) not be entitled to any further notice of, and shall not be entitled to participate in, the Non-Member Claims Process; and
 - (c) not be entitled to receive any distribution in respect of such Non-Member Claim.
19. The Receiver may, in its sole discretion, extend the Non-Member Claims Bar Date generally or in individual cases. If the Non-Member Claims Bar Date is extended generally, the Receiver shall post notice of the extension on the Receiver's Website.
20. The Receiver is authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner and timing in which the Non-Member Proof of Claim, Non-Member Notice of Dispute, or any other forms delivered hereunder are completed and executed and may waive strict compliance with the requirements of this Order as to completion and execution of such forms.

DETERMINATION OF NON-MEMBER CLAIMS

21. The Receiver, in consultation with the Petitioners, shall review all Non-Member Proof of Claims filed in accordance with this Order and may:
 - (a) request additional information from a Claimant;
 - (b) request that a Claimant file a revised Non-Member Proof of Claim;
 - (c) attempt to resolve and settle any issue arising in the Non-Member Proof of Claim or in respect of a Non-Member Claim;
 - (d) accept (in whole or in part) the amount of any Non-Member Claim and notify the Claimant in writing; or
 - (e) revise or disallow (in whole or in part) the amount of any Non-Member Claim and notify the Claimant in writing.

22. Where a Non-Member Claim is revised or disallowed (in whole or in part), the Receiver shall as soon as possible thereafter deliver to the Claimant a Non-Member Notice of Revision or Disallowance and attach the form of Non-Member Notice of Dispute.
23. Where a Non-Member Claim has been revised or disallowed (in whole or in part) by a Non-Member Notice of Revision or Disallowance, the revised portion of that Non-Member Claim shall establish a Proven Non-Member Claim unless the Claimant has disputed the revision or disallowance by delivering to the Receiver a Notice of Dispute within the timelines stipulated herein.
24. Where a Non-Member Claim has been accepted by the Receiver, such Non-Member Claim shall constitute a Proven Non-Member Claim for the purposes of this Non-Member Claims Process. The acceptance of any Non-Member Claim or other determination of same in accordance with this Order, in whole or in part, shall not constitute an admission of any fact, thing, obligation, or quantum of any Non-Member Claim by any Person, save and except in the context of the Non-Member Claims Process.

NOTICE OF DISPUTES

25. A Claimant who intends to dispute a Non-Member Notice of Revision or Disallowance shall deliver a Non-Member Notice of Dispute to the Receiver by ordinary mail, courier, personal delivery, or electronic or digital transmission so that it is actually received no later than 5:00 p.m. on the day that is thirty (30) days after the date of the Non-Member Notice of Revision or Disallowance or such later date as the Receiver may agree to in writing or the Court may order.
26. If a Claimant fails to deliver a Non-Member Notice of Dispute in accordance with paragraph 25 of this Order, then:
 - (a) the Claimant's Non-Member Claim shall be deemed to be as set out in the applicable Non-Member Notice of Revision or Disallowance;
 - (b) the amount of the Non-Member Claim, if any, as set out in the applicable Notice of Revision or Disallowance shall constitute such Claimant's Proven Non-Member Claim; and

- (c) any and all of the Claimant's rights to dispute the balance of such Claimant's Non-Member Claim shall be forever extinguished and barred without further act or notification, and the Claimant shall be, and is forever barred from asserting or enforcing against the Petitioners any other Claim that is not set forth in Non-Member Notice of Revision or Disallowance.

- 27. At any time, the Receiver may request additional information with respect to any Non-Member Notice of Dispute, and may request that a Claimant file a revised Non-Member Notice of Dispute.

RESOLUTION OF NON-MEMBER CLAIMS

- 28. As soon as practicable after a Non-Member Notice of Dispute is received in accordance with this Order, the Receiver, in consultation with the Petitioners, shall attempt to resolve and settle the dispute, including the amount of the Non-Member Claim.
- 29. Following the expiration of the time required to deliver a Non-Member Notice of Dispute for all Non-Member Notices of Revision or Disallowance delivered to the Receiver and in the event that a dispute raised in a Non-Member Notice of Dispute cannot be consensually resolved within a reasonable time period, the Receiver shall file a report with the Court summarizing all unresolved Non-Member Notices of Dispute and shall bring a motion for advice and directions from the Court in respect of the resolution of the outstanding Non-Member Notices of Dispute. In the report of the Receiver, the Receiver shall suggest an appropriate procedure to address any outstanding Non-Member Notices of Dispute fairly and efficiently.

NOTICE OF TRANSFEREES

- 30. The Receiver shall not be obligated to send notice to or otherwise deal with a transferee or assignee of a Non-Member Claim as the Claimant in respect thereof unless and until: (i) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been submitted to the Receiver on or before the Non-Member Claims Bar Date; and (ii) the Receiver has acknowledged in writing such transfer or assignment by way of a Notice of Revision or Disallowance, and thereafter such transferee or assignee shall for all purposes hereof constitute the "Claimant" in respect of

such Non-Member Claim. Any such transferee or assignee of a Non-Member Claim, and such Non-Member Claim, shall be bound by the consequences of any omission or failure to act on the part of the transferor or assignor and by all notices given or steps taken in respect of such Non-Member Claim, in accordance with this Order prior to the written acknowledgement of the Receiver of such transfer or assignment.

31. If the holder of a Non-Member Claim has transferred or assigned the whole of such Non-Member Claim to more than one Person or part of such Non-Member Claim to another Person, such transfer or assignment shall not create a separate Non-Member Claim, and such Non-Member Claim shall continue to constitute and be dealt with as a single Non-Member Claim notwithstanding such transfer or assignment, and the Receiver shall not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to send notice to and to otherwise deal with such Non-Member Claim only as a whole, and then only to and with the Person last holding such Non-Member Claim in whole as the Claimant in respect of that Non-Member Claim.

DIRECTIONS

32. The Receiver, the Petitioners, or any other Person with a material interest in this Non-Member Claims Process may at any time, and with such notice as the Court may require, seek directions from the Court with respect to this Order and the Non-Member Claims Process, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

33. The sending of the Non-Member Claims Package and the publication of the Public Notice to Claimants in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and notice of this Order and the Non-Member Claims Bar Date on all Claimants who may be entitled to receive notice and who may wish to assert a Non-Member Claim, and no other notice or service need to be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

34. The Receiver is at liberty to deliver the Non-Member Claims Package and any letters, notices or other documents to Claimants by forwarding true copies thereof by digital transmission or e-mail, or where no known e-mail is available, by prepaid ordinary mail, personal delivery, or courier to the last known address as recorded in the Petitioners' books and records and any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the third Business Day after mailing.
35. Any notice or other communication to be given under this Order by a Claimant to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:
- BDO Canada Limited, in its capacity as
Receiver of SVC-Mountainside ULC and Shell Owners Association – Pacific
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5
- Attention: Shell Mountainside Lodge Claims
- Email(s): *MLMA-related matters:* bdo-mountainsideMLMA@bdo.ca
SOAP-related matters: bdo-mountainsideSOAP@bdo.ca
36. Any such notice or communication delivered by a Claimant to the Receiver shall be deemed to be received upon actual receipt thereof if received before 5:00 p.m. on a Business Day or, if delivered after 5:00 p.m. on a Business Day or other than on a Business Day, on the next Business Day.
37. If, during any period in which notice or other communications are being given or sent pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary or prepaid registered mail and then not received shall not, absent further order, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.

38. In the event this Order is later amended by further order, the Receiver shall post such further order on the Receiver's Website and the Receiver may serve such further order on the Service List and such posting and service (if any) shall constitute adequate notice of the amendments made.

GENERAL

39. The Receiver may alter or amend the Non-Member Claims Process, including all dates or deadlines described herein, if, in the Receiver's reasonable business judgment, such amendment or modification will enhance the Non-Member Claims Process.
40. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) Business Days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
41. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Petitioners, the Receiver and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Petitioners and the Receiver, as an officer of this court, and the Petitioners as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Receiver and their respective agents in carrying out the terms of this Order.
42. The Petitioners and the Receiver are authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative of the Proceedings for the purpose of having these Proceedings recognized in a jurisdiction outside Canada.
43. 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 Kibben Jackson
Lawyer for the Receiver,
BDO Canada Limited.

BY THE COURT

SCHEDULE “A”
COUNSEL APPEARING

Name of Party	Counsel Name

SCHEDULE “B”

DEFINITIONS

1. “**Amended and Restated Appointment Order**” means the Order of the Honourable Justice Coval of the Court dated May 8, 2025, as may be amended and/or amended and restated from time to time;
2. “**Business Day**” means any day other than a Saturday, Sunday or a day on which banks in Vancouver, British Columbia are authorized or obligated by applicable law to close or otherwise are generally closed;
3. “**Claimant**” means any Person asserting a Non-Member Claim, and includes the transferee or assignee of a Non-Member Claim transferred and recognized as a Claimant in accordance with paragraphs 30 and 31 hereof, or a trustee, executor, or other Person acting on behalf of or through such Person;
4. “**Court**” means the Supreme Court of British Columbia;
5. “**Delayed Appointment Date**” means May 27, 2025, being the date immediately following the date of the resort closure;
6. “**Excluded Claim**” means any Member Claim as defined under the Member Claims Process Order dated September 25, 2026, including the following claims, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown:
 - (a) any right or claim of any MLMA Member against the Petitioners, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of ULC for damages or any other form of compensation arising from the effective termination of the MLMA Member’s Vacation Lease; and
 - (b) any right or claim of any SOAP Member against the Petitioners, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of SOAP for damages or any other form of compensation arising from the effective termination of the SOAP Member’s Timeshare Purchase Agreement;
7. “**MLMA**” means Mountainside Lodge Members Association;
8. “**MLMA Member**” means a Person party to a Vacation Lease;
9. “**Non-Member Claim**” means any right of any Person against any of the Petitioners in connection with any indebtedness, liability or obligation of any kind of any of the Petitioners, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, present, future, known or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with

respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future that could be asserted by way of set-off, counterclaim or otherwise which indebtedness, liability or obligation is based in whole or in part on facts existing on or prior to the Delayed Appointment Date or relates to a time period prior to the Delayed Appointment Date, provided however that “Non-Member Claim” shall not include an Excluded Claim;

10. **“Non-Member Claims Bar Date”** means 5:00 p.m. (Vancouver Time) on November 24, 2026;
11. **“Non-Member Claims Package”** means the document package to be disseminated by the Receiver in accordance with the terms of this Order, which shall consist of:
 - (a) Notice to Claimants;
 - (b) Non-Member Proof of Claim;
 - (c) Non-Member Proof of Claim Instruction Letter;
 - (d) a copy of this Order; and
 - (e) such other materials as the Receiver may consider appropriate;
12. **“Non-Member Claims Process”** means the process outlined in the body of this Order in connection with the assertion of Non-Member Claims against any of the Petitioners;
13. **“Non-Member Notice of Dispute”** means the notice, substantially in the form attached as Schedule “H” to this Order, which may be delivered to the Receiver by a Claimant in order to dispute a Non-Member Notice of Revision or Disallowance received by such Claimant;
14. **“Non-Member Notice of Revision or Disallowance”** means the notice, substantially in the form attached as Schedule “G” to this Order, informing a Claimant that the Receiver has revised or disallowed all or part of such Claimant’s Non-Member Claim set out in such Claimant’s Non-Member Proof of Claim;
15. **“Non-Member Proof of Claim”** means the proof of claim, substantially in the form attached as Schedule “F” to this Order, to be completed and filed by a Person setting forth a Non-Member Claim and which shall include all supporting documentation in respect of such Non-Member Claim;
16. **“Non-Member Proof of Claim Instruction Letter”** means the letter, substantially in the form attached as Schedule “E” to this Order, regarding the Non-Member Proof of Claim and the instructions thereto;
17. **“Notice to Claimants”** means the notice, substantially in the form attached as Schedule “D” to this Order, regarding the Non-Member Claims Process;
18. **“Order”** means this Non-Member Claims Process Order;

19. **“Person”** means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;
20. **“Petitioners”** means SVC-Mountainside ULC and Shell Owners Association – Pacific;
21. **“Proceedings”** means the proceedings commenced by the Petitioners in Supreme Court of British Columbia Action No. VLC-S-S-249020, Vancouver Registry;
22. **“Proven Non-Member Claim”** means the amount of a Non-Member Claim as finally determined under this Non-Member Claims Process;
23. **“Public Notice to Claimants”** means the notice, substantially in the form attached as Schedule “C” to this Order, publicizing the Non-Member Claims Process and published under authority of this Order;
24. **“Receiver’s Website”** means the case website established by the Receiver with the following URL: www.bdo.ca/mountainsidelodge;
25. **“Service List”** means the service list kept by the Receiver in the Proceedings and posted on the Receiver’s Website;
26. **“SOAP”** means Shell Owners Association – Pacific;
27. **“SOAP Member”** means any Person who is a party to Timeshare Purchase Agreement;
28. **“Timeshare Purchase Agreement”** means a purchase agreement between a SOAP Member, SOAP, and ULC for the purchase of timeshare points;
29. **“ULC”** means SVC-Mountainside ULC; and
30. **“Vacation Lease”** means a lease agreement between an MLMA Member and ULC for the leasing of rooms at the Shell Mountainside Lodge.

SCHEDULE “C”

PUBLIC NOTICE TO CLAIMANTS

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

RE: NOTICE OF NON-MEMBER CLAIMS PROCESS

TAKE NOTICE that this notice is being published pursuant to an Order of the British Columbia Supreme Court made on September 25, 2026 (the “**Non-Member Claims Process Order**”) in the proceedings commenced under the *Law and Equity Act* (British Columbia) by SVC-MountainSide ULC and Shell Owners Association – Pacific (together, the “**Petitioners**”). Capitalized terms used and not defined herein have the meaning given in the Non-Member Claims Process Order.

BDO Canada Limited, in its capacity as Court-appointed Receiver of the assets, undertakings, and properties of the Petitioners (in such capacity, the “**Receiver**”) is conducting a claims process in respect of Non-Member Claims¹ in order to determine the distribution in respect of the proceeds of sale and other realizations of the Shell Mountainside Lodge.

The Receiver will send a Non-Member Claims Package to all parties identified as potential Claimants, based on the books and records of the Petitioners, which will contain, among other documents, i) a blank Non-Member Proof of Claim, and ii) a Non-Member Proof of Claim Instruction Letter.

Claimants may also obtain a copy of the aforementioned documents from the Receiver’s website at www.bdo.ca/mountainsidelodge.

Non-Member Proof of Claims must be received by the Receiver in the prescribed form **by 5:00 p.m. (Vancouver time) on November 24, 2026** (the “**Non-Member Claims Bar Date**”). It is your responsibility to complete the appropriate documents and ensure that the Receiver receives your completed documents by the Non-Member Claims Bar Date. IF THE APPROPRIATE

¹ Pursuant to the Non-Member Claims Process Order, Non-Member Claims means any right of any Person against any of the Petitioners in connection with any indebtedness, liability or obligation of any kind of any of the Petitioners, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, present, future, known or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future that could be asserted by way of set-off, counterclaim or otherwise which indebtedness, liability or obligation is based in whole or in part on facts existing on or prior to the Delayed Appointment Date or relates to a time period prior to the Delayed Appointment Date, provided however that “Non-Member Claim” shall not include an Excluded Claim.

DOCUMENTS ARE NOT **RECEIVED** BY THE RECEIVER BY THE NON-MEMBER CLAIMS BAR DATE, A CLAIMANT WILL NOT BE ENTITLED TO RECEIVE A DISTRIBUTION. DISTRIBUTIONS WILL BE DETERMINED BY THE COURT AT A LATER DATE.

NON-MEMBER CLAIMS THAT ARE NOT **RECEIVED** BY THE NON-MEMBER CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

The Receiver may be contacted at the following address for any enquiries with respect to the Non-Member Claims Process:

BDO Canada Limited, in its capacity as
Receiver of SVC-Mountainside ULC and Shell Owners Association – Pacific
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Shell Mountainside Lodge Claims

Email(s): *MLMA-related enquiries:* bdo-mountainsideMLMA@bdo.ca
SOAP-related enquiries: bdo-mountainsideSOAP@bdo.ca

DATED at Toronto this ► day of [●], 2026

SCHEDULE “D”

NOTICE TO CLAIMANTS

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

NOTICE TO CLAIMANTS

Pursuant to an Amended and Restated Appointment Order dated May 8, 2025 (the “**A&R Appointment Order**”), BDO Canada Limited was appointed as Receiver (in such capacity, the “**Receiver**”) of SVC-MountainSide ULC and Shell Owners Association – Pacific (together, the “**Petitioners**”).

You are receiving this Notice to Claimants because the records of the Petitioners indicate that you may have a claim against one or more of the Petitioners. The purpose of this Notice to Claimants is to inform you about the Non-Member Claims Process approved by the Court on September 25, 2026 (the “**Non-Member Claims Process Order**”). The Receiver obtained the Non-Members Claims Process Order to determine who is entitled to share in the proceeds of the assets of the Petitioners.

Under the Non-Member Claims Process Order, the Receiver is required to send a Non-Member Claims Package to certain creditors of the Petitioners, containing, among other documents, i) a Non-Member Proof of Claim and ii) a Non-Member Proof of Claim Instruction Letter.

Please read the enclosed Non-Member Proof of Claim Instruction Letter for instructions on how to participate in the Non-Member Claims Process.

Any Person who believes that they have a Non-Member Claim against the Petitioners must send a completed Non-Member Proof of Claim to the Receiver by no later than **5:00 p.m. (Vancouver time) on November 24, 2026** (the “**Non-Member Claims Bar Date**”).

NON-MEMBER CLAIMS WHICH ARE NOT **RECEIVED** BY THE RECEIVER BY THE NON-MEMBER CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

DATED at Toronto this ► day of [●], 2026

SCHEDULE “E”

NON-MEMBER PROOF OF CLAIM INSTRUCTION LETTER

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

NON-MEMBER PROOF OF CLAIM INSTRUCTION LETTER

A. Non-Member Claims Process

Pursuant to an Amended and Restated Appointment Order dated May 8, 2025 (the “**A&R Appointment Order**”), BDO Canada Limited was appointed as Receiver (in such capacity, the “**Receiver**”) of SVC-MountainSide ULC and Shell Owners Association – Pacific (together, the “**Petitioners**”). This letter is being delivered pursuant to the Order of the British Columbia Supreme Court made on September 25, 2026 (the “**Non-Member Claims Process Order**”). Capitalized terms used but not defined herein have the meaning given to them in the Non-Member Claims Process Order.

A claims process is a structured procedure used to evaluate, validate, and resolve assertions that a claimant has an amount owing by a debtor or suffered a loss. The Non-Member Claims Process is intended for any party with any claim of any kind or nature whatsoever against the Petitioners, whether unliquidated, contingent or otherwise, with the exception of Member Claims that are addressed under the Member Claims Process Order dated September 25, 2026.

Please review the Non-Member Claims Process Order for the complete definition of “Non-Member Claim”.

This letter provides instructions for responding to or completing the enclosed Non-Member Proof of Claim.

Pursuant to the Non-Member Claims Process Order, failure to submit a completed Non-Member Proof of Claim such that it is **received** by the Receiver on or before **5:00 p.m. (Vancouver time) on November 24, 2026** will result in your Non-Member Claim being forever barred and extinguished and you will be prohibited from making or enforcing a Non-Member Claim against the Petitioners, shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a Claimant in these proceedings.

B. General Instructions for Completing the Non-Member Proof of Claim

The Non-Member Proof of Claim must be completed by an individual and not a corporation. An individual acting for a corporation or other person must state the capacity in which such individual is acting, such as “Credit Manager”, “Treasurer”, “Authorized Agent”, etc. The individual completing the Non-Member Proof of Claim must have knowledge of the circumstances connected with the Non-Member Claim.

All Non-Member Proof of Claims must be signed, dated and witnessed. A statement of account containing full details of the Non-Member Claim must be attached to the Non-Member Proof of Claim.

If the Claimant holds a contingent or unliquidated Non-Member Claim, reasons for the Non-Member Claim must be provided in addition to the basis upon which the Non-Member Claim has been valued.

If the Non-Member Claim or a portion thereof has been sold or assigned, the name of the party purchasing the Non-Member Claim, the amount of the Non-Member Claim sold or assigned, as well as supporting documentation, must be attached to the Non-Member Proof of Claim submitted. The Non-Member Proof of Claim can be completed by either the original Claimant or by the assignee, but not both. Claimants and assignee(s) must determine amongst themselves who will file the Non-Member Proof of Claim.

Any Claimants who have claims against both of the Petitioners must submit a separate Non-Member Proof of Claim for each of the Petitioners.

C. Important Submission Deadlines

Non-Member Proof of Claims must be completed and submitted so that they are **received** by the Receiver by **5:00 p.m. (Vancouver Time) on November 24 2026** (the “**Non-Member Claims Bar Date**”). FAILURE TO SUBMIT A NON-MEMBER PROOF OF CLAIM BY THE NON-MEMBER CLAIMS BAR DATE WILL RESULT IN SUCH NON-MEMBER CLAIM BEING BARRED AND EXTINGUISHED, RELEASED AND DISCHARGED FOREVER.

D. Questions

If you have any questions regarding the Non-Member Claims Process, please contact the Receiver at the address provided below. All notices and enquiries with respect to the Non-Member Claims Process should be addressed to:

BDO Canada Limited, in its capacity as
Receiver of SVC-Mountainside ULC and Shell Owners Association – Pacific
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Shell Mountainside Lodge Claims

Email(s): *MLMA-related matters:* bdo-mountainsideMLMA@bdo.ca
SOAP-related matters: bdo-mountainsideSOAP@bdo.ca

SCHEDULE “F”

NON-MEMBER PROOF OF CLAIM

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-MOUNTAIN SIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC**

PETITIONERS

NON-MEMBER PROOF OF CLAIM

Capitalized terms used but not defined within this form shall have the meaning ascribed thereto in the Non-Member Claims Process Order dated September 25, 2026 (the “Non-Member Claims Process Order”).

Please type your response or print legibly.

1. PARTICULARS OF CLAIMANT

a) Full legal name of Claimant (include trade name, if different):

b) Full mailing address of the Claimant:

c) Other contact information of the Claimant:

Telephone number:

Email address:

Facsimile number:

Attention:

2. PARTICULARS OF NON-MEMBER CLAIM

a) That the Claimant is (*check one box only*):

☐ a creditor of SVC-Mountaininside ULC; OR

☐ a creditor of Shell Owners Association – Pacific.

NOTE: Any Claimants who have claims against both of the Petitioners must submit a separate Non-Member Proof of Claim for each of the Petitioners.

b) That the Claimant (*check one box only*):

☐ is an unsecured creditor of the Petitioner selected above; OR

☐ is a secured creditor of the Petitioner selected above, with a registered security interest as follows (*attach copies of security documents*):

c) That the Petitioner selected above was and still is indebted to the Claimant as follows (*include all Non-Member Claims that you assert against the Petitioner selected above*):

\$ _____ CAD [*Insert \$ value of Non-Member Claim*]

Note: Non-Member Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as of May 27, 2025.

d) Other than as already set out herein, the particulars of the undersigned's total Non-Member Claim against the Petitioner selected above are attached on a separate sheet.

[Provide all particulars of the Non-Member Claim and supporting documentation, including copy of invoices, statements, contracts or agreements, or description of transaction(s) giving rise to the Non-Member Claim and supporting the Non-Member Claim amount.]

3. CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

a) That I have knowledge of all the circumstances connected with the Non-Member Claim described and set out herein;

- b) That the amount of the Non-Member Claim set-out herein is a true and accurate representation of the indebtedness of the Claimant from the Petitioners, and is supported by the attached documentation; and
- c) That, to the best of my knowledge, the Claimant (is / is not) related to the Petitioners (*circle the applicable response in parenthesis*).

4. FILING OF THE NON-MEMBER PROOF OF CLAIM

This Non-Member Proof of Claim form must be received by the Receiver by no later than 5:00 p.m. (Vancouver time) on the Non-Member Claims Bar Date, by either registered mail, personal delivery, courier or electronic or digital transmission at the following address:

BDO Canada Limited, in its capacity as
Receiver of SVC-Mountainside ULC and Shell Owners Association – Pacific
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Shell Mountainside Lodge Claims

Email(s): *MLMA Non-Member Claims:* bdo-mountainsideMLMA@bdo.ca
SOAP Non-Member Claims: bdo-mountainsideSOAP@bdo.ca

Failure to file a Non-Member Proof of Claim and any required documentation by the Non-Member Claims Bar Date will result in the Non-Member Claim being forever barred and extinguished and the Creditor will be prohibited from making or enforcing a Non-Member Claim against the Petitioners and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

DATED this _____ day of _____, 2026.

Witness

Authorized Signing Officer

Print Name

Print Title (if applicable)

SCHEDULE “G”

NON-MEMBER NOTICE OF REVISION OR DISALLOWANCE

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-MOUNTAIN SIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC
PETITIONERS**

NON-MEMBER NOTICE OF REVISION OR DISALLOWANCE OF CLAIM

Date of Non-Member Notice of Revision or Disallowance: _____

Claimant Name: _____

Disallowance Reference Number: _____

Capitalized terms used but not defined within this Non-Member Notice of Revision or Disallowance form have the meaning ascribed thereto in the Non-Member Claims Process Order dated September 25, 2026.

The Receiver hereby gives you notice that it has reviewed your Non-Member Proof of Claim and has revised or rejected your Non-Member Claim as follows:

(A) Revisions or Disallowance:

Non-Member Claim (CAD\$)	Revision or Disallowance to Non-Member Claim (CAD\$)

(B) Reason for the Revision or Disallowance:

IF YOU DO NOT AGREE WITH THIS NON-MEMBER NOTICE OF REVISION OR DISALLOWANCE, PLEASE TAKE NOTICE OF THE FOLLOWING:

1. If you intend to dispute this Non-Member Notice of Revision or Disallowance you must deliver a Non-Member Notice of Dispute to the Receiver by ordinary mail, personal service, courier or electronic or digital transmission to the addresses indicated hereon, **by no later than 5:00 p.m. (Vancouver time) on the day which is thirty (30) days after the date of this Non-Member Notice of Revision or Disallowance.** The form of Non-Member Notice of Dispute is attached to this Non-Member Notice of Revision or Disallowance.
2. If you do not deliver a Non-Member Notice of Dispute to the Receiver by the applicable deadline, the amount of your Claim shall be deemed to be as set out in this Non-Member Notice of Revision or Disallowance.

Address for Service of Non-Member Notice of Dispute:

BDO Canada Limited, in its capacity as
Receiver of SVC-Mountainside ULC and Shell Owners Association – Pacific
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Shell Mountainside Lodge Claim Disputes

Email(s): *MLMA Non-Member Claims:* bdo-mountainsideMLMA@bdo.ca
SOAP Non-Member Claims: bdo-mountainsideSOAP@bdo.ca

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIODS, THIS NON-MEMBER NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, _____.

BDO CANADA LIMITED
in its capacity as Court-appointed Receiver of
SVC-Mountainside ULC and Shell Owners Association - Pacific
and not in its corporate or personal capacity

SCHEDULE “H”

NON-MEMBER NOTICE OF DISPUTE

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-MOUNTAIN INSIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC
PETITIONERS**

NON-MEMBER NOTICE OF DISPUTE

Capitalized terms used but not defined within this Non-Member Notice of Dispute form have the meaning ascribed thereto in the Non-Member Claims Process Order dated September 25, 2026.

Name of Claimant: _____

Revision or Disallowance Reference Number: _____

The Claimant hereby gives the Receiver notice of its intention to dispute the Non-Member Notice of Revision or Disallowance issued by BDO Canada Limited in its capacity as Receiver of the Petitioners.

Reasons for Dispute (*attach additional sheet and copies of all supporting documentation, as necessary*):

THIS FORM AND SUPPORTING DOCUMENTATION MUST BE RETURNED TO THE RECEIVER BY REGISTERED MAIL, PERSONAL SERVICE, COURIER OR ELECTRONIC OR DIGITAL TRANSMISSION TO THE ADDRESS INDICATED HEREIN AND MUST BE RECEIVED BY NO LATER THAN 5:00 P.M. (VANCOUVER TIME) ON THE DAY WHICH IS THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THE NON-MEMBER NOTICE OF REVISION OR DISALLOWANCE. IF YOU FAIL TO COMPLETE AND SUBMIT THIS NON-MEMBER NOTICE OF DISPUTE BY THE ABOVE-NOTED DEADLINE, YOUR NON-MEMBER CLAIM AS SET OUT IN THE NON-MEMBER NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING ON YOU.

If you have any questions about the Non-Member Claims Process or this Non-Member Notice of Dispute, you may contact the Receiver by email at bdo-mountainsideMLMA@bdo.ca or bdo-mountainsideSOAP@bdo.ca, as applicable, or visit the Receiver's website at: www.bdo.ca/mountainsidelodge.

DATED this _____ day of _____, ____.

_____	_____
Witness	Signature

	Print Name

	Print Title (if applicable)

	Email address

	Telephone Number

Address for Service of Non-Member Notice of Dispute:

BDO Canada Limited, in its capacity as
Receiver of SVC-Mountainside ULC and Shell Owners Association – Pacific
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Shell Mountainside Lodge Claim Disputes

Email(s): *MLMA Non-Member Claims:* bdo-mountainsideMLMA@bdo.ca
SOAP Non-Member Claims: bdo-mountainsideSOAP@bdo.ca

No. SS-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
(NON-MEMBER CLAIMS PROCESS ORDER)

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
550 Burrard Street, Suite 2900
Vancouver, BC, V6C 0A3
+1 604 631 3131

Counsel: Mishaal Gill
Matter No: 240198.00055

SCHEDULE "D"
MEMBERS REPRESENTATION ORDER

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-MOUNTAIN SIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC**

PETITIONERS

ORDER MADE AFTER APPLICATION
(MEMBERS REPRESENTATION ORDER)

BEFORE THE HONOURABLE
JUSTICE COVAL

) September 25, 2026
)
)

ON THE APPLICATION OF BDO Canada Limited (“**BDO**”) in its capacity as receiver, without security, of the Petitioners’ present and future assets, undertakings and property, including all proceeds thereof (in such capacity, the “**Receiver**”), coming on for hearing at Vancouver, British Columbia on this date; AND ON HEARING Kibben Jackson and Mishaal Gill, counsel to the Receiver, and those other counsel listed in Schedule “A” attached hereto, AND NO ONE ELSE APPEARING, although duly served; AND UPON READING the material filed, including the First Report of the Receiver dated September 14, 2026 (the “**First Report**”); AND PURSUANT TO the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. All capitalized terms used in this Order but not defined have the meanings given to them in the Member Claims Process Order dated September 25, 2026, provided that herein “Members” does not include the Opt-Out Members (as defined below).
2. The time for service of this notice of application and supporting materials is hereby abridged such that the notice of application is properly returnable today.

APPOINTMENT OF REPRESENTATIVE COUNSEL

3. Borden Ladner Gervais LLP is hereby appointed as representative counsel (in such capacity, “**Representative Counsel**”) to represent the interests of the Members in these receivership proceedings for all purposes (the “**Mandate**”), including, without limiting the foregoing, initiating, prosecuting, continuing, defending, settling or compromising any claims by or against the Members in these receivership proceedings.
4. Each of the Members shall be bound by the actions of the Representative Counsel with respect to the Mandate.
5. Representative Counsel shall have access to and the right to examine all relevant records and data kept by the Petitioners and all relevant records and data related to the Members in the possession and control of the Receiver, in any form whatsoever.
6. Pursuant to section 7 of the *Personal Information Protection and Electronic Documents Act*, S.C., 2000, c 5, the Receiver is authorized and permitted to disclose personal information of identifiable individuals who are believed to be Members to Representative Counsel, provided, however, that the Receiver shall not disclose the personal information of any Opt-Out Members who have notified the Receiver of their status as an Opt-Out Member prior to the delivery of any such personal information to Representative Counsel. Representative Counsel shall maintain and protect the privacy of such information and shall limit the use of such information to its role as Representative Counsel.
7. The Petitioners, the Receiver, the Member Advisory Committees (defined below), and Representative Counsel are hereby authorized to collect, use, and disclose personal information of the Members amongst one another, but only to the extent necessary or desirable to give effect to the Mandate and the terms of this order.

APPOINTMENT OF THE MEMBER ADVISORY COMMITTEES

8. A committee of representatives of SOAP Members (the “**SOAP Advisory Committee**”) is hereby appointed to represent the interests of the SOAP Members in respect of the Mandate. The SOAP Advisory Committee shall comprise a maximum of five (5) SOAP

Members.

9. A committee of representatives of MLMA Members (the “**MLMA Advisory Committee**”, and together with the SOAP Advisory Committee, the “**Member Advisory Committees**”) is hereby appointed, *nunc pro tunc*, to represent the interests of MLMA Members in respect of the Mandate. The MLMA Advisory Committee shall comprise a maximum of five (5) MLMA Members.
10. Members may thereafter be appointed to or removed from the applicable Member Advisory Committees from time to time on such terms as may be agreed to by the Receiver, Representative Counsel and the respective Member Advisory Committee, or pursuant to further order of this Court.
11. In the course of their engagement, Representative Counsel may rely and act on the instructions of the majority of each Member Advisory Committee, without the need for further communication to or from the Members, except as may otherwise be ordered by this Court.
12. The Member Advisory Committees and Representative Counsel are authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this order, including dealing with any other court, regulatory body, and government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.
13. The Representative Counsel and Member Advisory Committees shall have no personal liability or obligations as a result of the performance of their duties in carrying out the provisions of this order, save and except liability arising out of gross negligence or wilful misconduct and, in the case of the Member Advisory Committees, arising from the terms of their contractual obligations (which may include but are not limited to the terms of any non-disclosure agreements) as a result of being appointed to the Member Advisory Committees.
14. No proceeding may be commenced against Representative Counsel or the Member Advisory Committees in respect of the performance of their duties under this order without

leave of this Court, on at least seven (7) Business Days' notice to Representative Counsel, the Member Advisory Committees, and the Receiver.

15. Representative Counsel and the Member Advisory Committees are hereby authorized and empowered to apply to this Court for such advice and directions in the discharge or variation of their powers and duties under this order, on not less than seven (7) Business Days' notice to the Service List.

NOTICE PROCEDURE

16. Within fifteen (15) Business Days following the date of this order:
 - (a) the Receiver shall issue, through the facilities of the National Edition of *The Globe and Mail* or a similar service provider, a press release giving notice of this order and the appointment of Representative Counsel;
 - (b) the Receiver shall post a copy of this order to the Receiver's Website; and
 - (c) the Receiver shall issue through electronic mail to all Members for which the Receiver has an electronic mailing address, a notice of this Order and the appointment of Representative Counsel.
17. Representative Counsel shall provide a copy of this order to any Member who makes a written request for same.

OPT-OUT MEMBERS

18. Any Member who wishes not to be represented by Representative Counsel as contemplated by this order must notify the Receiver and Representative Counsel by no later than twenty (20) days from the date of this order, or by such later date as may be consented to by Representative Counsel and Receiver, or as may subsequently be order by this Court, and, thereafter, such persons (collectively, the "**Opt-Out Members**") shall not be "Members" for the purposes of this order and shall be responsible for representing themselves, personally or through counsel, to the extent they wish to appear in these proceedings.

CHARGES CREATED BY THIS ORDER

19. The Petitioners shall pay the reasonable fees and disbursements of Representative Counsel, and Representative Counsel is hereby granted a charge (the “**Representative Counsel Charge**”) on the Property (as defined under the Amended and Restated Appointment Order dated May 8, 2025, as amended restated or supplemented from time to time, the “**A&R Appointment Order**”) in the amount of \$100,000 as security for the payment of their fees and disbursements in respect of these proceedings, whether incurred before or after the making of this Order. The Representative Counsel Charge shall have the same priority as the Administration Charge as set forth under the A&R Appointment Order.
20. Representative Counsel shall report to the Receiver at such times as requested by the Receiver, to advise as to the amount of the then-accrued fees and disbursements of Representative Counsel, inclusive of any taxes.
21. The Petitioners are hereby authorized and directed to pay from time to time the interim accounts of Representative Counsel upon receipt of approval from the majority of the Members on each Member Representative Committee and the Receiver, acting reasonably, or as otherwise ordered by the Court.

MISCELLANEOUS

22. Any party may apply to this Court to vary or amend this order on not less than seven (7) Business Days’ notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
23. 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 Kibben Jackson
Lawyer for the Receiver,
BDO Canada Limited.

BY THE COURT

SCHEDULE “A”
COUNSEL APPEARING

Name of Party	Counsel Name

No. SS-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
(MEMBERS REPRESENTATION ORDER)**

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
550 Burrard Street, Suite 2900
Vancouver, BC, V6C 0A3
+1 604 631 3131

Counsel: Mishaal Gill
Matter No: 240198.00055

SCHEDULE "E"
FEE APPROVAL ORDER

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-MOUNTAIN SIDE ULC
AND SHELL OWNERS ASSOCIATION – PACIFIC**

PETITIONERS

ORDER MADE AFTER APPLICATION
(FEE AND ACTIVITY APPROVAL)

BEFORE THE HONOURABLE
JUSTICE COVAL

) September 25, 2026
)
)

ON THE APPLICATION OF BDO Canada Limited (“**BDO**”) in its capacity as receiver, without security, of the Petitioners’ present and future assets, undertakings and property, including all proceeds thereof (in such capacity, the “**Receiver**”), coming on for hearing at Vancouver, British Columbia on this date; AND ON HEARING Kibben Jackson and Mishaal Gill, counsel to the Receiver, and those other counsel listed in Schedule “A” attached hereto, AND NO ONE ELSE APPEARING, although duly served; AND UPON READING the material filed, including the First Report of the Receiver dated September 14, 2026 (the “**First Report**”); AND PURSUANT TO the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, the British Columbia Supreme Court Civil Rules, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS that:

1. The time for service of the Notice of Application filed September 14, 2026 and supporting materials is hereby abridged such that the Notice of Application is properly returnable today and service thereof upon any interested party other than those parties on the service list maintained by the Receiver in this proceeding be and is hereby dispensed with.
2. The First Report, and the activities of the Receiver as described therein, are hereby approved, provided however that only BDO in its personal capacity and only with respect to its own personal liability shall be entitled to rely upon such approval.

3. The accounts for professional fees and disbursements of BDO from April 19, 2025 to June 30, 2026, in the amount of \$782,846.07, inclusive of applicable taxes, are hereby approved.
4. The accounts for professional fees and disbursements of the Receiver's legal counsel, Fasken Martineau DuMoulin LLP, from April 25, 2025 to July 31, 2026 in the amount of \$392,544.48, inclusive of applicable taxes, are hereby approved.
5. The Receiver's interim statements of receipts and disbursements for the period from May 8, 2025 to August 31, 2026, for each of ULC, SOAP, and MLMA, are hereby approved.
6. Endorsement of this Order by counsel appearing, other than counsel for the Receiver, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER:

Mishaal S. Gill
Lawyer for the Receiver

BY THE COURT

REGISTRAR

SCHEDULE “A”

List of Counsel

No. SS-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
(FEE & ACTIVITY APPROVAL)

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Counsel: Mishaal Gill
Matter No: 240198.00055