

No. VLC-S-S-249020
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

ORDER MADE AFTER APPLICATION
APPOINTMENT ORDER

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

ON THE PETITION of the Petitioners, SVC-Mountainside ULC and Shell Owners Association – Pacific (together, the “**Petitioners**” or the “**Company**”), for an Order pursuant to Section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended (the “**LEA**”), appointing BDO Canada Limited (“**BDO**”) as administrator (in such capacity, the “**Administrator**”) without security, in respect of the Petitioners and all the Petitioners’ present and future assets, undertakings and property (collectively, the “**Property**”), including, but not limited to, those 56 strata lots in which Shell Owners Association – Pacific (“**SOAP**”) is the registered owner on title (collectively, the “**Strata Lots**”), as legally described in **Schedule “A”** hereto, coming on for hearing ~~this day~~ *January 23, 2025* at Vancouver, British Columbia, *with judgment reserved to this date.*

AND ON READING the First Affidavit of Anthony Cimo sworn December 23, 2024 (the “**Initial Affidavit**”) and the consent of BDO to act as the Administrator, AND ON HEARING Mitchell W. Grossell, Counsel for the Petitioners, and other counsel as listed on **Schedule “B”** hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

SERVICE AND DEFINITIONS

1. The time for service of the Petition and materials filed in support of the application for this Order is hereby validated such that service of the Petition is deemed to be timely and sufficient and the Petition is properly returnable today and further service thereof is hereby dispensed with.
2. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Initial Affidavit.

APPOINTMENT

3. Pursuant to Section 39 of the LEA, BDO is appointed as Administrator, without security, of the Petitioners and the Property, including the Strata Lots, and all proceeds thereof.
4. The Administrator is not and shall not be deemed to be a “receiver” within the meaning of the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3, as amended (the “BIA”) and shall not be required to comply with the provisions of the BIA as applicable to receivers including, without limiting the generality of the foregoing, any requirement to provide notice of its appointment or any statements or reports to any Persons (defined below), including the Office of the Superintendent in Bankruptcy, in accordance with sections 245 and 246 of the BIA.
5. The Petitioners, their respective members, officers, directors, agents and advisors shall advise the Administrator of all material steps taken by the Petitioners pursuant to this Order, and shall co-operate fully with the Administrator in the exercise of its powers and discharge of its obligations and provide the Administrator with the assistance that is necessary to enable the Administrator to adequately carry out the Administrator’s functions.

ADMINISTRATOR’S POWERS

6. The Administrator is empowered and authorized, but not obligated, to act at once in respect of the Property as provided in this Order and, without in any way limiting the generality of the foregoing, the Administrator is expressly empowered and authorized to do any of the

following where the Administrator considers it necessary or desirable, in consultation with the Petitioners:

- (a) to advise the Petitioners in their preparation of their cash flow statements and updated cash flow projections;
- (b) to review and monitor the Petitioners' cash receipts and disbursements;
- (c) to report to this Court at such times and intervals as the Administrator may deem appropriate with respect to matters relating to the Property, the Petitioners and their business and operations (the "**Business**"), and such other matters as may be relevant to the proceedings herein;
- (d) to have full and complete access to the Property, including the Strata Lots, premises, books, records, data, including data in electronic form, and other financial documents of the Petitioners, to the extent that is necessary to perform its duties arising under this Order;
- (e) to assist the Petitioners with the marketing of any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof, in accordance with the SISP, subject to Court approval, and to assist the Petitioners in the negotiation of any terms and conditions to the sale of the Property;
- (f) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Administrator's powers and duties, including without limitation, those conferred by this Order;
- (g) to assist the Petitioners, to the extent required by the Petitioners, with disseminating information to the Members (as defined below), creditors or other interested persons;
- (h) to contact, communicate with and discuss the Petitioners' Property, Business and affairs with applicable municipal, provincial, and federal governments and their boards, agencies, commissions, and similar bodies, regarding matters within the Petitioners' powers pursuant to this Order;

- (i) to report, meet with and discuss with such affected Persons as the Administrator considers appropriate on all matters relating to the Property, the Petitioners, the Business and these proceedings, and to share information, subject to confidentiality terms as the Administrator considers appropriate; and
- (j) to register a copy of this Order against title to any of or all the Strata Lots; and
- (k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations and perform such other duties as are required by this Order or by this Court from time to time,

and in each case where the Administrator takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons except the Petitioners, where applicable pursuant to this Order.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE ADMINISTRATOR

7. Each of (a) the Petitioners, (b) all of their current and former directors, officers, employees, shareholders, agents, accountants, legal counsel, Members and all other persons acting on their behalf, and (c) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, “**Persons**” and each a “**Person**”) shall forthwith advise the Administrator of the existence of any Property in such Person’s possession or control, and shall grant immediate and continued access to the Property to the Administrator upon the Administrator’s request.
8. All Persons, other than governmental authorities, shall forthwith advise the Administrator of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Business or affairs of the Petitioners, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the “**Records**”) in that Person’s possession or control. Upon request, governmental authorities shall advise the Administrator of the existence of any Records in that Person’s possession or control.

9. Upon request, all Persons shall provide to the Administrator or permit the Administrator to make, retain and take away copies of the Records and grant to the Administrator unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 7 to 10 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Administrator due to solicitor client privilege or statutory provisions prohibiting such disclosure.

10. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Administrator for the purpose of allowing the Administrator to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Administrator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Administrator. Further, for the purposes of this paragraph, all Persons shall provide the Administrator with all such assistance in gaining immediate access to the information in the Records as the Administrator may require including, without limitation, providing the Administrator with instructions on the use of any computer or other system and providing the Administrator with any and all access codes, account names and account numbers that may be required to gain access to the information.

POSSESSION OF PROPERTY AND OPERATIONS

11. Subject to this Order and any further Order of this Court, the Petitioners shall remain in possession and control of the Property, and continue to carry on their Business in the ordinary course and in a manner consistent with the preservation of the Property and Business, and under the supervision of the Administrator. The Petitioners shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, the "Assistants") currently retained or employed by them, with liberty to retain such further

Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

12. Except as otherwise provided to the contrary herein, the Petitioners shall be entitled but not required to pay, or cause to be paid on their behalf, all reasonable expenses incurred by the Petitioners in carrying on the Business in the ordinary course and in carrying out the provisions of this Order, which expenses shall include, without limitation:
 - (a) all expenses and capital expenditures reasonably incurred and which are reasonably necessary for the preservation of the Property or the Business, including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services, provided that any capital expenditure exceeding \$100,000 shall be approved by the Administrator;
 - (b) in the event that the Petitioners employ any Persons, all outstanding and future wages, salaries, employee benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
 - (c) the fees and disbursements of any Assistants retained or employed by the Petitioners in respect of these proceedings, at their standard rates and charges; and
 - (d) payment for goods and services actually supplied to the Petitioners, whether prior or subsequent to the time of the granting of this Order.

13. The Petitioners shall, in accordance with legal requirements, remit or pay, or cause to be remitted or paid on their behalf:
 - (a) in the event that the Petitioners employ any Persons, any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
 - (b) all goods and services, harmonized sales or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Petitioners in

connection with the sale of goods and services by the Petitioners, but only where such Sales Taxes are accrued or collected after the time of the granting of this Order, or where such Sales Taxes were accrued or collected prior to the time of the granting of this Order but not required to be remitted until on or after the date of this Order; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Petitioners.

RESTRUCTURING

14. Subject to the terms of this Order and further Orders of this Court, the Petitioners shall have the right to:

- (a) meet, communicate and discuss with such affected Persons as the Petitioners deem appropriate, on all matters relating to the Petitioners, the Property, the Business and these proceedings, provided that the Petitioners or their counsel notify the Administrator regarding any communication that the Petitioners have with any affected Persons;
- (b) permanently or temporarily cease, downsize or shut down all or any part of their Business or operations and commence marketing efforts in respect of any of their redundant or non-material assets;
- (c) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;
- (d) with the consent of the Administrator, dispose of redundant or non-material Property not exceeding \$200,000 in any one transaction or \$1 million in the aggregate.

NO PROCEEDINGS AGAINST THE ADMINISTRATOR

15. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Administrator except with the written consent of the Administrator or with leave of this Court pursuant to an application brought on at least 7 days’ notice to the Administrator and the Petitioners.

NO PROCEEDINGS AGAINST THE PETITIONERS OR THE PROPERTY

16. No Proceeding against or in respect of the Petitioners or the Property shall be commenced or continued except with the written consent of the Administrator or with leave of this Court and any and all Proceedings currently under way against or in respect of the Petitioners or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Petitioners and the Administrator.

NO EXERCISE OF RIGHTS OR REMEDIES

17. All rights and remedies (including, without limitation, set-off rights) against the Petitioners, the Administrator, or affecting the Property or Business, are stayed and suspended except with the written consent of the Petitioners and the Administrator, or leave of this Court, provided however that nothing in this Order shall (i) empower the Petitioners to carry on any business which the Petitioners are not lawfully entitled to carry on, (ii) exempt the Petitioners from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any “eligible financial contract” as defined in the BIA.

NO INTERFERENCE WITH RIGHTS

18. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Petitioners, without written consent of the Petitioners and the Administrator, or leave of this Court.

CONTINUATION OF SERVICES

19. All Persons having oral or written agreements with the Petitioners or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Petitioners are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Petitioners, and the Petitioners shall be entitled to the continued use of their current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Petitioners in accordance with normal payment practices of the Petitioners or such other practices as may be agreed upon by the supplier or service provider and the Petitioners and the Administrator, or as may be ordered by this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. No Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Petitioners with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Petitioners whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until the Administrator is discharged, without leave of the Court.

EMPLOYEES

21. Subject to the employees' right to terminate their employment, all employees of the Petitioners, if any, shall remain the employees of the Petitioners until such time as the

Petitioners may terminate the employment of such employees, as applicable. The Administrator shall not be liable for any employee-related liabilities of the Petitioners, including any successor employer liabilities.

LIMITATION ON THE ADMINISTRATOR'S LIABILITY

22. The Administrator shall not, unless permitted by further Order of this Court and consented to by the Administrator, take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business, save and except for the Administrator's duties and obligations within this Order, and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Property, or any part thereof.
23. Nothing in this Order shall be construed as resulting in the Administrator being or being deemed to be an officer, director, responsible person or operator of the Petitioners or the Property within the meaning of any statute, regulation, rule or law for any purpose whatsoever.
24. The Administrator shall incur no liability or obligation as a result of its appointment or as a result of carrying out the provisions of this Order, save and except any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded by the Administrator by any applicable legislation.

PERSONAL INFORMATION

25. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Administrator may collect and provide personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only in a manner that is in all material respects identical to the prior use of such information by the Petitioners or otherwise to the extent desirable or required to fulfil the Administrator's duties as are required by this Order or by this Court from time to time.

LIMITATION ON ENVIRONMENTAL LIABILITIES

26. Nothing in this Order shall require the Administrator to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Administrator from any duty to report or make disclosure imposed by applicable Environmental Legislation.
27. The Administrator shall not, as a result of this Order or anything done in pursuance of the Administrator's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Administrator is actually in possession.
28. Notwithstanding anything in federal or provincial law, the Administrator is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
- (a) before the Administrator's appointment; or,
 - (b) after the Administrator's appointment, unless it is established that the condition arose or the damage occurred as a result of the Administrator's gross negligence or wilful misconduct.

ADMINISTRATION CHARGE

29. The Administrator and its legal counsel, and counsel to the Petitioners are granted a charge in the aggregate amount of \$500,000 (the "**Administration Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Administration Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person. The Petitioners are hereby authorized and directed to pay from time

to time the interim accounts of the Administrator, counsel to the Administrator and counsel to the Petitioners in accordance with the foregoing.

30. The Administrator and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Administrator and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

31. The Petitioners shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Petitioners after the commencement of the within proceedings, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of such director's or officer's gross negligence or wilful misconduct.
32. The directors and officers of the Petitioners shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$350,000, unless permitted by further Order of this Court, as security for the indemnity provided in paragraph 31 of this Order. The Directors' Charge shall have the priority set out in paragraphs 34 and 36 herein.
33. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Petitioners' current and future directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 31 of this Order.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

34. The priorities of the Administration Charge and the Directors' Charge (collectively, the "**Charges**") as between them, shall be as follows:
- (a) First – Administration Charge (to the maximum amount of \$500,000); and
 - (b) Second – Directors' Charge (to the maximum amount of \$350,000).

35. Any security documentation evidencing, or the filing, registration or perfection of, the Charges shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.
36. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, the “**Encumbrances**”), in favour of any Person.
37. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Petitioners shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Petitioners obtain the prior written consent of the Administrator and the beneficiaries of the Administration Charge and the Directors’ Charge, or further Order of this Court.
38. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such application(s); (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (each, an “**Agreement**”) which binds the Petitioners, and notwithstanding any provision to the contrary in any Agreement:
 - (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Petitioners of any Agreement to which either of them are a party;

- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) payments made by the Petitioners pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SERVICE AND NOTICE OF MATERIALS

39. The Administrator shall establish and maintain a website in respect of these proceedings at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/mountainsidelodge> (the “**Website**”) and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Administrator, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
40. The Petitioners shall make commercially reasonable efforts to inform the Members (as defined below) of this Order, any reports filed in these proceedings, and any upcoming applications in these proceedings by issuing a notice substantially in the form attached hereto as **Schedule “C”** (the “**Member Notice**”) to the Members by:
- (a) sending the Member Notice via electronic mail to SOAP Members and MLMA Members that are on the member contact list (the “**Members**”); and
 - (b) posting the notice and any other subsequent notices with respect to these proceedings on the Website.
41. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Administrator and the Petitioners a demand for notice in the form attached as

Schedule “D” (the “**Demand for Notice**”). The Administrator and the Petitioners need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Administrator and the Petitioners from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

42. The Administrator’s counsel shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the “**Service List**”). The Administrator shall post and maintain an up-to-date form of the Service List on the Website.
43. Any interested party, including the Administrator, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Administrator, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided an email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
44. Notwithstanding paragraphs 43 or 45 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the *Federal Crown and the Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
45. The Administrator and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by email to the Petitioners’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

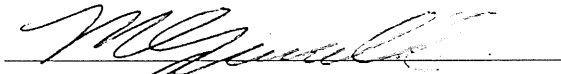
GENERAL

46. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
47. Each of the Petitioners and the Administrator may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.
48. Nothing in this Order shall prevent the Administrator from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy in respect of the Petitioners, the Business or the Property.
49. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Petitioners, the Administrator and their respective agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Administrator, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners and the Administrator and their respective agents in carrying out the terms of this Order.
50. The Petitioners and the Administrator 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 Administrator is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
51. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

52. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date.

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

APPROVED BY:



Signature of Mitchell W. Grossell
Counsel for the Petitioners

BY THE COURT



REGISTRAR

CHECKED


SCHEDULE "A"

Parcel Identifier #	Legal Description
006-298-192	STRATA LOT 3 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-298-214	STRATA LOT 4 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
002-996-413	STRATA LOT 5 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-298-257	STRATA LOT 6 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-298-273	STRATA LOT 7 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-298-290	STRATA LOT 8 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-298-486	STRATA LOT 13 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-298-541	STRATA LOT 15 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-298-575	STRATA LOT 16 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.

Parcel Identifier #	Legal Description
006-299-172	STRATA LOT 36 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-181	STRATA LOT 37 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-199	STRATA LOT 38 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-211	STRATA LOT 39 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-253	STRATA LOT 40 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
005-260-833	STRATA LOT 41 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
005-502-811	STRATA LOT 42 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-300	STRATA LOT 43 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-334	STRATA LOT 44 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-342	STRATA LOT 45 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.

Parcel Identifier #	Legal Description
006-299-377	STRATA LOT 46 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
003-115-429	STRATA LOT 47 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-393	STRATA LOT 48 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-407	STRATA LOT 49 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-415	STRATA LOT 50 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-440	STRATA LOT 51 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
003-004-341	STRATA LOT 52 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-466	STRATA LOT 53 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
004-581-121	STRATA LOT 54 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
006-299-512	STRATA LOT 55 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

Parcel Identifier #	Legal Description
006-299-547	STRATA LOT 56 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-571	STRATA LOT 57 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-628	STRATA LOT 58 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-652	STRATA LOT 59 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-687	STRATA LOT 60 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-725	STRATA LOT 61 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-733	STRATA LOT 62 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-750	STRATA LOT 63 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-873	STRATA LOT 64 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-903	STRATA LOT 65 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.

Parcel Identifier #	Legal Description
003-661-091	STRATA LOT 66 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
006-299-938	STRATA LOT 67 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-299-989	STRATA LOT 68 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-300-014	STRATA LOT 69 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-324-223	STRATA LOT 70 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-300-081	STRATA LOT 71 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-300-146	STRATA LOT 72 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
003-020-193	STRATA LOT 73 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-300-171	STRATA LOT 74 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-300-197	STRATA LOT 75 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.

Parcel Identifier #	Legal Description
006-300-227	STRATA LOT 76 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-300-243	STRATA LOT 77 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-300-278	STRATA LOT 78 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
003-114-198	STRATA LOT 79 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-300-316	STRATA LOT 80 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
006-300-341	STRATA LOT 81 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
010-484-973	STRATA LOT 95 DISTRICT LOTS 1902 AND 4610 STRATA PLAN VR. 1026 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.

SCHEDULE "B"

Appearance List

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

SCHEDULE "C"

NOTICE TO MEMBERS OF SOAP AND ULC

PLEASE TAKE NOTICE that on January [●], 2025, SVC-Mountainside ULC and Shell Owners Association – Pacific (collectively, the "**Petitioners**"), commenced a proceeding under the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, (the "**Proceeding**") and BDO Canada Limited was appointed as Administrator of the Petitioners (in such capacity, the "**Administrator**") by order of the Supreme Court of British Columbia (the "**Court**") dated January [●], 2025, (the "**Appointment Order**")

PLEASE TAKE FURTHER NOTICE that on the same day, the Petitioners brought a motion seeking approval of the sale and investment solicitation process (the "**SISP**") and approval of the stalking horse asset purchase agreement as among the Petitioners and Executive Mountainside Holdings Ltd. dated December 16, 2024 (the "**Stalking Horse Agreement**") as the stalking horse bid for the purpose of conducting this SISP. The purpose of the SISP is to identify one or more purchasers of and/or investors in all or substantially all of the business and/or assets of the Petitioners to make an offer (each a "**Bid**") that is superior to the offer contemplated by the Stalking Horse Agreement, and to complete the transaction contemplated by any such offer, or the Stalking Horse Agreement if no other offers are accepted.

Copies of the Motion Record for the upcoming proceeding, the Appointment Order and the other documents related to these Proceedings will be posted on the Administrator's website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/mountainsidelodge>.

In the event that your contact information is out of date, we ask that you update your information by contacting the Administrator at either BDO-MountainsideSOAP@bdo.ca for SOAP Members or BDO-MountainsideMLMA@bdo.ca for MLMA Members. If you have any other questions or concerns please feel free to contact the Administrator at either of these email addresses.

SCHEDULE "D"

Demand for Notice

TO: SVC Mountainside – ULC and Shell Owners Association - Pacific

c/o Thornton Grout Finnigan LLP

Attention: Mitchell W. Grossell and Adam Driedger

Email: mgrossell@tgf.ca | rnicholson@tgf.ca | adriedger@tgf.ca

AND TO: BDO Canada Limited

c/o Fasken Martineau DuMoulin LLP

Attention: Mishaal Gill and Suzanne Volkow

Email: mgill@fasken.com and svolkow@fasken.com

Re: In the matter of the Proceedings of SVC Mountainside – ULC and Shell Owners Association – Pacific

I hereby request that notice of all further proceedings in the above matter be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By mail, at the following address:

Name: _____

Name of Counsel (if any): _____

Contact Address: _____

Contact Phone Number: _____

No. VLC-S-S-249020
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

PETITIONERS

**ORDER MADE AFTER PETITION
APPOINTMENT ORDER**

File no.: 52915-2

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

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