

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-MOUNTAIN SIDE 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 Mishaal Gill, Kibben Jackson and Jennifer Caruso, 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.

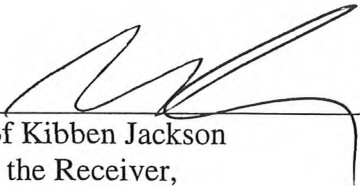
38. In the event this Order is later amended by further order, the Receiver shall post such further order on the Receiver's Website and the Receiver may serve such further order on the Service List and such posting and service (if any) shall constitute adequate notice of the amendments made.

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.

ENDORSEMENTS ATTACHED

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
The Petitioners	Tevia R.M. Jeffries Rachel Nicholson (via MS Teams)
Borden Ladner Gervais LLP	Sam Babe (via MS Teams)

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

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.

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 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-MOUNTAIN SIDE 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-Mountain Side 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-MOUNTAIN SIDE 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-Mountain Side 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-Mountainside 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 INSIDE 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 SIDE 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

