



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
(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 Member Claims denominated in a currency other than Canadian Dollars shall be converted into Canadian Dollars at the applicable Bank of Canada exchange rates published on the date of the Delayed Appointment Date.

MEMBER CLAIMS PROCESS

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

RECEIVER’S ROLE

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

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

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

CLAIMS SUPPORT AGENT

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

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

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

NOTICE TO MEMBERS

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

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

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

ACKNOWLEDGMENT OF MEMBER CLAIMS

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

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

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

ADDITIONAL PROOF OF CLAIMS

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

MEMBER CLAIMS BAR DATE

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

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

MEMBER NOTICES OF DISPUTES

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

RESOLUTION OF MEMBER NOTICES OF DISPUTE

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

NOTICE OF TRANSFEREES

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

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

DEATH OR INCAPACITY

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

Columbia).

DIRECTIONS

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

SERVICE AND NOTICE

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

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

Toronto, ON M5E 1C5

Attention: Shell Mountainside Lodge Claims

Email: bdo-mountainsideclaims@bdo.ca

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

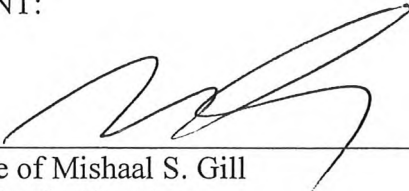
52. If, during any period in which notice or other communications are being given or sent pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary or prepaid registered mail and then not received shall not,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

GENERAL

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

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

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



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

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

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

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

SCHEDULE “C”

PUBLIC NOTICE TO MEMBERS

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

PETITIONERS

RE: NOTICE OF MEMBER CLAIMS PROCESS

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

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

¹ Pursuant to the Member Claims Process Order:

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

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

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

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

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

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

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

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

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

SCHEDULE “D”

NOTICE TO MEMBERS

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

PETITIONERS

NOTICE TO MEMBERS

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

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

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

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

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

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

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

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

SCHEDULE “E”

MEMBER LOGIN FORM

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

PETITIONERS

MEMBER LOGIN FORM

VIA EMAIL

[DATE]

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

Access Code: 

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

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

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

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

SCHEDULE “F”

ACKNOWLEDGMENT FORM INSTRUCTION LETTER

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

PETITIONERS

ACKNOWLEDGMENT FORM INSTRUCTION LETTER

A. Member Claims Process

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

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

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

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

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

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

B. General Instructions for Submitting a Member Claim

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

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

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

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

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

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

C. Submitting an Acknowledgment Form

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

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

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

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

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

D. Important Submission Deadlines

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

E. Questions

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

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

Attention: Shell Mountainside Lodge Claims

Email: bdo-mountainsideclaims@bdo.ca

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

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

SCHEDULE “G”

ACKNOWLEDGMENT FORM

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

PETITIONERS

ACKNOWLEDGMENT FORM

[Member Name]
[Mailing Address]

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

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

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

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

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

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

Attention: Shell Mountainside Lodge Claims

OR

Email: bdo-mountainsideclaims@bdo.ca

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

Please type your response or print legibly.

MEMBER INFORMATION

MEMBER CONTACT INFORMATION

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

ACCOUNT AND CONTRACT INFORMATION

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

Vacation Lease Only:

Contract Details	
Contract Date	
Contract Expiry Date	
Purchase Price	

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

Timeshare Purchase Agreement Only:

Contract Details	
Number of Annual Allocated Points	
Contract Date	
Purchase Price	

Timeshare Purchase Agreement Only:

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

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

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

SECTION ONE

ACKNOWLEDGMENT

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

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

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

DATED this _____ day of _____, ____.

Signature: _____ Print Name: _____

SECTION TWO – REQUEST FOR AMENDMENT

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

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

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

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

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

Please type your response or print legibly.

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

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

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

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

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

DATED this _____ day of _____, ____.

Signature: _____

Print Name: _____

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

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

Attention: Shell Mountainside Lodge Claims

OR

Email: bdo-mountainsideclaims@bdo.ca

SECTION THREE – DISPUTE OF DELINQUENT BALANCE

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

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

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

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

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

DATED this _____ day of _____, _____.

Signature: _____ Print Name: _____

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

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

Attention: Shell Mountainside Lodge Claims

OR

Email: bdo-mountainsideclaims@bdo.ca

SCHEDULE “H”

ADDITIONAL PROOF OF CLAIM INSTRUCTION LETTER

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

PETITIONERS

ADDITIONAL PROOF OF CLAIM INSTRUCTION LETTER

A. Member Claims Process

Pursuant to an Amended and Restated Appointment Order dated May 8, 2025 (the “**A&R Appointment Order**”), BDO Canada Limited was appointed as Receiver (in such capacity, the “**Receiver**”) of SVC-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 “**Member Claims Process Order**”). Capitalized terms used but not defined herein have the meaning given to them in the Member Claims Process Order.

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

² Pursuant to the Member Claims Process Order:

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

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

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

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

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

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

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

B. General Instructions for Submitting a Member Claim

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

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

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

C. Submitting an Additional Proof of Claim

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

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

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

Online Claims Portal Submissions

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

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

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

In-Writing Paper Submissions

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

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

D. Non-Member Proof of Claim

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

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

E. Important Submission Deadlines

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

F. Questions

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

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

Attention: Shell Mountainside Lodge Claims

Email: bdo-mountainsideclaims@bdo.ca

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

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

SCHEDULE “T”

ADDITIONAL PROOF OF CLAIM

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

PETITIONERS

ADDITIONAL PROOF OF CLAIM

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

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

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

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

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

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

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

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

If you have a Vacation Lease:

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

If you have a Timeshare Purchase Agreement:

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

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

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

DATED this _____ day of _____, ____.

Signature: _____ Print Name: _____

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

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

Attention: Shell Mountainside Lodge Claims

OR

Email: bdo-mountainsideclaims@bdo.ca

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

SCHEDULE “J”

MEMBER NOTICE OF ACCEPTANCE, REVISION, OR DISALLOWANCE

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

PETITIONERS

MEMBER NOTICE OF ACCEPTANCE, REVISION, OR DISALLOWANCE

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

Member Name: _____

Equiant # (if applicable): _____

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

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

(A) Acceptance, Revision, or Disallowance:

Member Information	Requested Amendment	Acceptance, Revision, or Disallowance

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

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

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

Address for Service of Member Notice of Dispute:

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

Attention: Shell Mountainside Lodge Claims

OR

Email: bdo-mountainsideclaims@bdo.ca

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

DATED this _____ day of _____, ____.

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

SCHEDULE “K”

MEMBER NOTICE OF DISPUTE

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

PETITIONERS

MEMBER NOTICE OF DISPUTE

A: Particulars of Member

Acknowledgement Form

Unique ID (if applicable):

Equiant ID Number:

Membership Number /

Contract Number

Full Legal Name of Member:

Mailing Address:

Telephone Number:

Email Address:

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

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

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

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

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

DATED this _____ day of _____, ____.

Witness _____

Per:

Per:

(signature of individual completing the form)

