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VANCOUVER REGISTRY

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REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

FOX ISLAND DEVELOPMENT LTD. and ADVANCED VENTURE HOLDING CO., LTD.

PETITIONERS

- AND –

KENSINGTON UNION BAY PROPERTIES NOMINEE LTD. (FORMERLY KNOWN AS 34083 YUKON INC.), KENSINGTON UNION BAY PROPERTIES LIMITED PARTNERSHIP, KENSINGTON UNION BAY PROPERTIES GP LTD, INTERNATIONAL TRADE CENTER PROPERTIES LTD., SUNWINS ENTERPRISE LTD., MO YEUNG CHING ALSO KNOWN AS MICHAEL CHING, MO YEUNG PROPERTIES LTD., SFT DIGITAL HOLDINGS 30 LTD., HOTEL VERSANTE LTD., BEEM CREDIT UNION, MORTEQ LENDING CORP., CHUN YU LIU, 1307510 B.C. LTD., JEFFREY RAUCH, HEUNG KEI SUNG, AND RCC HOLDINGS LTD.

RESPONDENTS

NOTICE OF APPLICATION

Name of applicant: Deloitte Restructuring Inc. (“**Deloitte**”), **in its capacity as Court-appointed receiver** (in that capacity, the “**Receiver**” or the “**Applicant**”) of all the assets, undertakings, and properties of International Trade Center Properties Ltd. (“**ITCP**”), Hotel Versante Ltd. (“**Hotel Versante**”), and RCC Holdings Ltd. (“**RCC**” and collectively with ITCP and Hotel Versante, the “**Debtors**”) acquired for, or used in relation to the business and operations, of the hotel known as the "Versante Hotel", including without limiting the foregoing all proceeds thereof, with a civic address of 8499 Bridgeport Road, Richmond, B.C. and with the following legal descriptions:

PID: 030-795-851
Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP73985 (the “**Air Space Parcel**”)

PID: 029-611-598
Lot 1 Section 21 Block 5 North Range 6 West New Westminster District Plan EPP37734 Except Air Space Plan EPP73985 (the “**Remainder Parcel**”)

(the “**Hotel Property**”)

To: the Service List, attached at **Schedule "A"** to this Notice of Application

TAKE NOTICE that an application will be made by the Receiver to the presiding judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia on 07/JUL/2026 at 9:45 a.m. for the order set out in Part 1 below.

The Applicant estimates that the application will take 2 hours.

☐ This matter is within the jurisdiction of an associate judge.

☒ This matter is not within the jurisdiction of an associate judge.

Part 1: ORDER SOUGHT

1. An order substantially in the form attached hereto as **Schedule "B"** (the "**Discharge Order**"):

    (a) Approving the activities of the Receiver as set forth in the First Supplement to the Fourth Report of the Receiver dated December 15, 2025, the Second Supplement to the Fourth Report of the Receiver dated February 19, 2026 and the Fifth Report of the Receiver, dated June 25, 2026 (the "**Fifth Report**");

    (b) approving the Receiver's statement of actual and estimated receipts and disbursements for the period from March 4, 2025 to May 31, 2026;

    (c) approving the fees of the Receiver for the period from March 4, 2025 to May 31, 2026;

    (d) approving the Receiver's estimated further fees and disbursements of approximately $30,000 (plus applicable taxes) for the period from June 1, 2026 to the completion of this matter;

    (e) approving the fees and disbursements of the Receiver's legal counsel, Dentons Canada LLP ("**Dentons**"), for the period from March 4, 2025 to May 31, 2026;

    (f) approving Dentons' estimated further fees and disbursements of approximately $60,000 (plus applicable taxes) for the period from June 1, 2026 to the completion of this matter;

    (g) approving and authorizing the Receiver to pay to FOX ISLAND DEVELOPMENT LTD. and ADVANCED VENTURE HOLDING CO., LTD. (the "**Petitioners**" or the "**Lenders**") all funds remaining in its hands after completing its administration of the estate (the "**Final Distribution**");

(h) assigning to the Petitioners and Club Versante Ltd. the ongoing litigation surrounding the determination of ownership of the Food and Beverage Assets as described in the Fifth Report; and

(i) discharging the Receiver from its duties in these proceedings, upon the Receiver filing the Receiver's Certificate (the "**Receiver's Certificate**"); and

2. Such further and other relief as this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Background

1. By order of this Court granted March 4, 2025 (the "**Initial Receivership Order**") following an application by the Petitioners, Deloitte was appointed as the Receiver of ITCP and Hotel Versante, in respect of all their Hotel Property.

2. Prior to the receivership Transaction described herein, ITCP was the legal owner of the Remainder Parcel and the Air Space Parcel. Hotel Versante is the operating entity of the Hotel Versante situated thereon.

3. After its initial appointment, the Receiver reviewed various of ITCP and Hotel Versante's records and discovered a potential beneficial ownership interest in the Hotel Property, RCC.

4. In light of the foregoing, the Receiver sought to amend the Initial Receivership Order and add RCC as a debtor in the receivership.

5. By an order of this Court granted on April 2, 2025 (the "**Receivership Order**"), the Receiver was appointed over all Hotel Property of the Debtors which included RCC.

6. The Receiver was actively involved in overseeing and managing the Hotel's operations throughout these proceedings and ran a sales process in respect of the Hotel Property. Ultimately, the Receiver closed a transaction (the "**Transaction**") whereby substantially all of the Debtors' Hotel Property was sold to 1483610 B.C. Ltd. ("**148**"), an entity related to the Lenders.

7. The Receiver has outlined all of the activities since being appointed as the Receiver in the First Report of the Receiver, dated March 31, 2025 (the "**First** Report"), the Second Report of the Receiver, dated July 11, 2025 (the "**Second Report**"), the Third Report of the Receiver, dated October 10, 2025 (the "**Third Report**"), the Supplement to the Third Report of the Receiver, dated October 21, 2025 (the "**Third Report Supplement**"), the Confidential Supplement to the Third

Report of the Receiver dated October 22, 2025 (the "**Confidential Supplement**"), the Fourth Report of the Receiver dated December 12, 2025 (the "**Fourth Report**"), the First Supplement to the Fourth Report of the Receiver dated December 15, 2025 (the "**First Fourth Report Supplement**"), the Second Supplement to the Fourth Report of the Receiver dated February 19, 2026 (the "**Second Fourth Report Supplement**"), and the Fifth Report of the Receiver, dated June 25, 2026 (the "**Fifth Report**" and collectively with the First Report, the Second Report, the Third Report, the Third Report Supplement, the Confidential Supplement, the Fourth Report, the First Fourth Report Supplement, and the Second Fourth Report Supplement, the "**Reports**").

8. On October 24, 2025, this Court made an order approving, among other things, the Activities of the Receiver, as set out in the First Report, the Second Report, the Third Report, the Third Report Supplement, and the Confidential Supplement (the "**First AVO**").

9. On December 17, 2025, this Court made an order approving, among other things, the Activities of the Receiver as set out in the Fourth Report (the "**Credit Bid AVO**").

Sale of the Hotel Property

10. As set out in the Third Report, the Receiver engaged Colliers to market the Hotel Property on or about April 9, 2025.

11. After engaging Colliers, the Receiver began negotiations of a stalking horse bid, which did not ultimately proceed.

12. The Receiver established a bidding deadline of July 29, 2025 as part of the sales process in respect of the Hotel Property and selected a winning bid as of that deadline. However, the successful bidder opted not to proceed with advancing the transaction.

13. The Receiver later entered into a purchase agreement with Citation Property Holdings Limited ("**Citation**") dated August 29, 2025 (the **"First Citation Agreement**").

14. The First Citation Agreement was approved by the Court with the First AVO on October 24, 2025 and included a closing date of December 10, 2025. However, Citation failed to close on or before that date, and the Receiver did not agree to extend the closing date and terminated the First Citation Agreement on or about December 11, 2025, as further set out in the Fourth Report.

15. Following the termination of the First Citation Agreement, the Receiver entered into an agreement with 148 dated December 12, 2026 (the "**Credit Bid Agreement**"). 148 is an affiliate of the Lenders and contemplated a sale of the Hotel Property with the majority of the purchase price to be paid by credit bid.

16. Prior to seeking approval of the Credit Bid Agreement, the Receiver negotiated an amending and extension agreement of the First Citation Agreement dated December 16, 2026 (the "**Amended Citation Agreement**"), which provided for an amended closing date of January 31, 2025 (the "**Amended Citation Closing Date**").

17. On December 17, 2025, the Court granted the Second AVO which approved the Credit Bid Agreement as a back up to the Amended Citation Agreement, such that the transaction contemplated in the Credit Bid Agreement would take effect if Citation and the Receiver did not close a transaction by the Amended Citation Closing Date.

18. As set out in the First Fourth Report Supplement, Citation did not complete by the Amended Citation Closing Date and as such, the Amended Citation Agreement was terminated and the Receiver proceeded to close the transaction with 148 pursuant to the Credit Bid Agreement and Second AVO.

19. The sale of the Hotel Property to 148 ultimately completed on February 25, 2026.

20. Following the completion of the sale of the Hotel Property, the Receiver has continued its engagement to wind down the Receivership and has continued to work with 148 to transition the Hotel operations.

Food and Beverage Claims Process

21. The Second AVO also approved a food and beverage claims process (the "**F&B Claims Process**") in respect of the food and beverage assets at the Hotel Property, which have been subject to disputes in respect of their ownership throughout these proceedings.

22. The food and beverage operations at the Hotel were conducted pursuant to a ten-year commercial sublease agreement dated August 1, 2021 as between Hotel Versante, as sublandlord, and Club Versante Management Ltd. ("**Club Versante**"), as subtenant, which provided Club Versante with the exclusive right to operate food and beverage services within designated areas of the Hotel (the "**Sublease**").

23. The first affidavit of Ms. Linda Ching sworn on October 21, 2025 which included a letter of intent between Bygenteel Capital Inc. ("**Bygenteel**") and Citation indicated

that such assets may instead be owned, in whole or in part, by Bygenteel, an entity related to Club Versante.

24. The Receiver assessed documentation related to the food and beverage assets that it obtained throughout these proceedings, but there were several challenges in assessing the documentation and determining the ownership of such assets. As a result, the Receiver advised interested parties throughout the sales process that the food and beverage assets may not be part of the Hotel Property and encouraged prospective buyers to conduct their own due diligence.

25. 148 did not purchase the food and beverage assets per se in conjunction with the Credit Bid Purchase Agreement but it was a term of the transaction that the approval and vesting order must provide for the F&B Claims Process run by the Receiver and acceptable to 148, regarding claims for ownership of food and beverage assets located within the Hotel Property by Club Versante and/or Bygenteel and the removal of assets determined by the Receiver to be owned by Club Versante and/or Bygenteel, as applicable. The Second AVO included that process.

26. Club Versante was the only party that submitted a proof of property claim in the F& B Claims Process (the "**F&B Claim**") by the claims deadline of February 23, 2026.

27. On March 2, 2026, the Receiver issued a notice of disallowance of the Club Versante F&B Claim in its entirety based on a lack of clarity regarding the assets being claimed, inconsistent and insufficient invoice and payment support, and legal issues to be resolved around the interpretation of the Sublease.

28. On March 16, 2026, Club Versante filed a notice of application and affidavit with Court appealing the Receiver's F&B Claim disallowance. The Petitioners have filed a response to the notice of application.

29. Following the completion of the sale of the Hotel Property to 148, the Receiver no longer has possession of or control over the Hotel Property or food and beverage assets. Further, other than its notice of disallowance issued, the Receiver has not adjudicated, and does not intend to take any position on, the merits of the competing claims or assertions as between the Petitioners and Club Versante regarding the ownership of, or entitlement to the food and beverage assets at the Hotel Property.

30. As a result of the foregoing, the Receiver is of the view that any outstanding disputes or litigation relating to the food and beverage assets are now more appropriately addressed as between the Petitioners and Club Versante, without further involvement by or costs to be incurred by the Receiver. As such, the

Receiver is seeking an order to relieve it from further obligations in respect of any ongoing disputes related to the F& B Claims Process and an order assigning to the Petitioners and Club Versante Ltd. the ongoing litigation surrounding the determination of ownership.

Discharge of the Receiver

31. The Receiver now seeks an order discharging the Receiver from its duties pursuant to the Receivership Order and approving:

(a) the Receiver's activities set out in all of the reports of the Receiver since the Fourth Report, being the First Fourth Report Supplement, the Second Fourth Report Supplement and the Fifth Report;

(b) the Receiver's fees and disbursements for the period from March 4, 2025 to May 31, 2026 (the "**Receiver's Fee Period**");

(c) Dentons' fees and disbursements for the period from March 4, 2025 to May 31, 2026 (the "**Dentons' Fee Period**" and together with the Receiver's Fee Period, the "**Fee Period**"); and

(d) the Receiver's and Dentons' estimated fees and disbursements to complete the receivership.

32. The Receiver seeks its discharge upon the filing the Receiver's Certificate, certifying that the following conditions have been met:

(a) the Receiver and its legal counsel have been invoiced and paid in accordance with the estimates;

(b) the Receiver completing any other outstanding activities set out in the Fifth Report.

Receiver's Activities and Fees

33. The activities of the Receiver in furtherance of its duties pursuant to the Receivership Order, since the date of the Fourth Report, included but were not limited to:

(a) Continued to monitor the Hotel's operating performance through its participation in regular operations and revenue meetings and its review of daily occupancy and revenue reports;

(b) Met regularly with Hotel management to address operational, financial and strategic issues as they arose;

(c) Liaised with department managers to deal with and resolve day-to-day operating matters;

(d) Supervised staffing matters, including reviewing proposed employment agreements, vacation entitlements, vacation requests, and participated in interviews and facilitated additional hires to address staff turnover;

(e) Negotiated and settled renewals of, or amendments to, service agreements with vendors;

(f) Coordinated the renewal of business licenses with the relevant regulatory authorities;

(g) Reviewed, approved, and processed payroll, supplier invoices, and other disbursements through the Receiver's trust account;

(h) Reviewed employee matters and transition and coordinated the final payroll and payment of employee related amounts;

(i) Administered claims pursuant to the Wage Earner Protection Program;

(j) Reviewed receipts and assisted with billings and collection processed through the Receiver's trust account;

(k) Performed monthly bank reconciliations for the Receiver's trust account and prepared statements of receipts and disbursements;

(l) Maintained a rolling cash flow forecast for the Hotel and prepared weekly payment schedules;

(m) Prepared and updated cash flow forecasts and operating budgets;

(n) Worked with the internal and external accountants to prepare financial statements and tax returns;

(o) Performed monthly financial reconciliations related to the food and beverage services at the Hotel;

(p) Reviewed and oversaw the filing and remittance of post-receivership taxes;

(q) Corresponded with the Canada Revenue Agency and the Ministry of Finance regarding various tax matters;

(r) Communicated with various vendors regarding the anticipated change of ownership of the Hotel, including obtaining required documentation, arranging for final billings and coordinating related transition matters and any refunds;

(s) Held discussions with and provided updates to the Petitioners and their legal counsel;

(t) Engaged with Dentons on ongoing legal matters; and

(u) Prepared the First Fourth Report Supplement, the Second Fourth Report Supplement and the Fifth Report.

34. The Receiver's fees are detailed in the First Affidavit of Jeff Keeble (the "**Deloitte Affidavit**") and the invoices attached thereto.

35. The Receiver's invoiced costs for the Receiver's Fee Period include $1,444,046.00 in respect of fees, $9,726.11 in respect of disbursements, and $72,688.63 in respect of taxes, for a total of $1,526,460.74 (the "**Receiver's Invoiced Fees**"). The Receiver estimates that its fees and disbursements for the period from June 1, 2026 to the completion of this matter will amount to approximately $30,000 (plus applicable taxes).

36. The Receiver has affirmed its belief that the time expended and the fees charged by the Receiver are reasonable in light of the services provided and prevailing market rates for services of this nature.

Dentons' Activities and Fees

37. As further detailed in the First Affidavit of John Sandrelli (the "**Dentons Affidavit**") and the invoices attached thereto, Dentons has been counsel for the Receiver since March 2025.

38. Dentons has assisted the Receiver with its activities. With respect to the activities, and noting that the Receiver retains and has not waived solicitor-client privilege with respect to same, Dentons has, among other things:

(a) attended calls and corresponded with the Receiver to offer legal opinions and to advise the Receiver with respect to its activities;

(b) conducted a security review to confirm the validity of the security interests in the Debtors' Hotel Property;

(c) assisted the Receiver with, and communicated directly with, communication with stakeholders regarding various matters;

(d) assisted the Receiver with the sales process and reviewed the agreements in this regard;

(e) assisted the Receiver with closing the Transaction and attended to related post-closing matters;

(f) communicated with stakeholders to resolve disputes;

(g) conducted research into matters affecting the receivership proceedings;

(h) drafted court materials for all matters before this Court and assisted the Receiver with preparing its reports to the Court in this regard; and

(i) appeared on all matters before the Court.

39. Dentons' invoiced costs for the Dentons Fee Period are $860,124.50 in respect of fees, $10,990.81 in respect of disbursements, and $103,595.29 in respect of taxes, for a total of $974,710.60 (the "**Dentons Invoiced Fees**"). Dentons estimates that its fees and disbursements from June 1, 2026 to the completion of this matter will amount to approximately $60,000 (plus applicable taxes).

40. The Receiver has reviewed the invoices of Dentons and the estimated costs to completion and concluded that they are reasonable and appropriate.

41. The Receiver has affirmed that the services performed by Dentons were at the Receiver's request and that the Receiver believes that the time expended and the fees charged by Dentons are reasonable in light of the services provided and prevailing market rates for fees of this nature.

Final Distribution

42. The Receiver is currently holding a total of $168,759 in its estate trust account.

43. As outlined in the Fifth Report, the Receiver is seeking to distribute any remaining funds to the Petitioners after payment of the Receiver's and Dentons' further fees and disbursements to conclude the receivership proceedings, subject to a holdback of funds for assessed penalties and interest by the Ministry of Finance in the approximate amount of $48,000 pending the outcome of an appeal in respect of the same, as further detailed in the Fifth Report.

Part 3: LEGAL BASIS

44. There exists no statutory authority for the discharge of a receiver's powers. Unlike a trustee in bankruptcy, a receiver does not have statutory protection from liability in respect of any act or default done by it in the administration of a debtor's estate,

save and except the protections afforded by s. 14.06 of the *Bankruptcy and Insolvency Act*.

45. A receiver may wish "to be discharged once it has completed the substance of its mandate."

***Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc.*, 2009 CanLII 55113 (O.N.S.C.) at para. 8.**

46. Courts are alive to the lack of statutory authority for such a discharge and have noted that "[a] receiver's discharge is not addressed by statute. For all of these reasons, requests for full releases are made of the Court."

***Ed Mirvish Enterprises* at para. 9.**

47. On completion of its mandate, a court-appointed receiver should be granted a discharge in the absence of the evidence of any improper or negligent conduct.

***Pinnacle Capital Resources Ltd. v. Kraus Inc.*, 2012 ONSC 6376 at para 47.**

48. "A receiver often is concerned that if it is discharged without a full release, it may be required to spend time and money defending an unmeritorious action. Once discharged, there is no ability for the receiver to recover its costs from the estate."

***Ed Mirvish Enterprises* at para 8.**

49. The Receiver submits that in these circumstances it is appropriate to discharge the Receiver and grant releases in the Receiver's favour, save and except for with respect to gross negligence or willful misconduct, as:

(a) the Receiver has reported to the Court on this proceeding;

(b) the Receiver has substantially completed its mandate with respect to this receivership;

(c) the Receiver will be discharged on the filing of the Receiver's Certificate; and

(d) there is no evidence of improper or negligent conduct on the part of the Receiver.

50. Therefore, the Receiver submits that it is appropriate in these circumstances to grant a full discharge upon the Receiver filing the Receiver's Certificate.

Approval of Fees of the Receiver and Counsel

51. The Receiver is seeking final approval of its fees and its legal counsel's fees.

52. The fees and disbursements of the Receiver and its legal counsel are outlined in the Fifth Report. Further details of the fees and disbursements are set out in the Deloitte Affidavit and the Dentons Affidavit (collectively, the "**Fee Affidavits**"). Copies of the relevant invoices, with detailed narratives are attached as Exhibits to the Fee Affidavits.

53. In connection with these proceedings and the Receiver's efforts, it was necessary for the Receiver to incur professional fees and legal fees.

54. The Receiver's counsel will issue itemized invoices in respect of additional work done after the Period to be billed against the estimate of projected fees and disbursements. The Receiver will only pay the amount actually billed. If fees exceed the estimate, the Receiver's counsel is prepared to bear the additional costs.

55. The fees of both the Receiver and its legal counsel are verified by affidavit and relate to work done to complete the receivership proceeding.

56. Para 22 of the Receivership Order provides that the Receiver and its counsel shall pass their accounts from time to time.

Receivership Order, para. 22.

57. Further, the Court has the inherent jurisdiction to approve the activities of a court-appointed receiver. If the receiver has met the objective test of demonstrating that it has acted reasonably, prudently, and not arbitrarily, the Court may approve the activities as set out in its reports.

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

58. Courts have provided direction as to the exercise a supervising court should undertake to approve receivers' fees and activities. This direction includes that it is not necessary to go through the supporting documentation for the fees, line by line, in order to determine what the appropriate fees are for a receivership. In addition, the Court's analysis should not involve second guessing the amount of time spent by a receiver unless it is clearly excessive or overreaching. Generally, courts have directed that supervising courts should consider all the relevant factors, and should award costs (or fees) in a more holistic manner.

***Bank of Nova Scotia v. Diemer*, 2014 ONSC 365 [*Diemer*] at para. 19, aff'd 2014 ONCA 851.**

59. With respect to a receiver's fees, the Court has held that the following non-exhaustive factors should be considered by a court to determine if the receiver's fees are reasonable in the circumstances:

(a) the nature, extent and value of the assets;

(b) the complications and difficulties encountered by the receiver;

(c) the time spent by the receiver;

(d) the receiver's knowledge, experience and skill;

(e) the diligence and thoroughness displayed by the receiver;

(f) the responsibilities assumed;

(g) the results of the receiver's efforts; and

(h) the cost of comparable services.

***HSBC Bank Canada v Maple Leaf Loading Ltd.*, 2014 BCSC 2245 [*Maple Leaf*] at para. 11.**

60. The Receiver submits its fees are fair and reasonable because:

(a) the Receiver has significant knowledge, experience and skill, and is a Licenced Insolvency Trustee under a corporate licence in good standing with the Office of the Superintendent of Bankruptcy (part of Innovation, Science and Economic Development Canada), the federal regulator of Canada's insolvency regime;

(b) the Receiver has displayed diligence and thoroughness in discharging its duties, and has taken on significant responsibilities in this proceeding;

(c) the fees of the Receiver are in line with comparable services were performed in a prudent and economical manner;

(d) these proceedings have been lengthy and there have been several complications for the Receiver throughout; and

(e) the Receiver submits its costs in this matter are fair and reasonable in light of the services rendered.

61. As such, the Receiver submits that the Receiver's fees are reasonable in the circumstances and is seeking its discharge.

62. As set out below, the test for approving a receiver's legal counsel's fees is similar to that of approving a receiver's fees.

63. The Receiver's legal counsel's fees must be fair and reasonable in the circumstances.

> ***Pandion Mine Finance Fund LP v. Otso Gold Corp.*, 2022 BCSC 1923 at para. 19.**

64. There should be "some reasonable connection to the amount that should reasonably have been contemplated" and as "appellate courts have directed... judges should consider all the relevant factors, and should award costs (or fees) in a more holistic manner" and should not "second-guess the amount of time claimed unless it is clearly excessive or overreaching."

> ***Diemer* at para. 19.**

65. In this case, the Receiver submits that there is a reasonable connection between the Receiver's and the Receiver's legal counsel's fees to the work done.

66. Moreover, the jurisprudence has acknowledged it is difficult to prove what is reasonable, as the New Brunswick Court of Appeal reasoned:

> "Experienced counsel know that it can be a matter of some difficulty to prove that an account for services is fair and reasonable. In many cases, counsel attempt to establish this fact by calling as witnesses persons who are engaged in the same profession or calling to testify that the charges made by the <u>plaintiff are the usual and normal charges for similar services made by members of that particular profession or calling in their locality</u>..."
>
> [Emphasis added.]

> ***Federal Business Development Bank v. Belyea and Fowler*, 1983 CanLII 4086 (N.B.C.A.) at para. 10.**

67. The Court has set out a number of factors that a court should consider when determining whether to exercise its discretion to approve a receiver's legal counsel's fees, which are:

    (a) the time expended;

    (b) the complexity of the receivership;

(c) the degree of responsibility assumed by the lawyers;

(d) the amount of money involved, including the amount of proceeds after realization and the payments to the creditors;

(e) the degree and skill of the lawyers involved;

(f) the results achieved; and

(g) the client's expectations as to the fee.

***Maple Leaf* at para. 12.**

68. On an application to approve a receiver's accounts and the accounts of its legal counsel:

(a) the accounts should be verified by affidavit;

(b) the accounts should contain sufficient evidence to permit a court to conclude that what was incurred for services rendered was at the standard rate of charges of the receiver and of the receiver's counsel; and

(c) the accounts should provide a sufficient description of the services rendered to permit a court to determine whether the liability for fees was properly made or incurred.

***Redcorp* at paras. 26 & 32.**

69. In the case herein, the Receiver submits that its legal counsel's fees are fair and reasonable, given that:

(a) the complexities of this receivership, its legal counsel spent significant time assisting the Receiver with various legal issues, as well as preparing pleadings and evidence in connection with the Receiver's court applications;

(b) legal counsel has assumed responsibility throughout this receivership and has worked closely with the Receiver throughout;

(c) legal counsel has staffed its legal team with experienced insolvency lawyers and properly delegated legal tasks to members of the legal team that had the skills to complete each activity in a cost-effective manner;

(d) in working with the Receiver, legal counsel has helped the Receiver market and sell the Hotel Property; and

(e) legal counsel has been transparent regarding its fees and the Receiver submits that its legal counsel's fees are reasonable in the circumstances.

70. With respect to this case, the Receiver submits that its fees and its legal counsel's fees to date are fair and reasonable in the circumstances, particularly in light of the significant time and effort expended by the Receiver and Dentons regarding the activities as detailed in the Reports.

71. In this respect, the Receiver submits that:

(a) its professional fees and disbursements were properly incurred;

(b) the work completed by the Receiver was delegated to the appropriate professionals with the appropriate seniority and appropriate hourly rates;

(c) the Receiver's fees in this matter are consistent with fees charged by other insolvency firms of a similar size for work of a similar nature and complexity; and

(d) the services were performed by the Receiver in a prudent and economical manner.

72. Similarly, the Receiver submits that the fees and disbursements of its counsel are fair and reasonable because:

(a) the professional fees and disbursements were properly incurred;

(b) the work completed was delegated to the appropriate professionals with the appropriate seniority and hourly rates;

(c) the fees in this matter are consistent with the market for similar firms with the capacity to handle a file of comparable size and complexity;

(d) each invoice was reviewed for reasonableness at the time of billing and in many cases legal counsel provided discounts along the way;

(e) invoices were provided to the Receiver when rendered and all have been approved by the Receiver; and

(f) the services were performed by legal counsel in a prudent and economical manner.

73. The Receiver submits that its fees and its legal counsel's fees for the Period should be approved.

Approval of Activities of the Receiver

74. In *Re: Target Canada Co.*, Justice Morawetz stated that Court approval of a monitor's activities serves certain policy and practical purposes. These purposes were adopted in the context of receiverships in *Hanfeng Evergreen Inc. (Re.)*. Specifically, such approval:

  (a) allows a court officer to move forward with the next steps in the proceedings;

  (b) brings the court officer's activities before the court;

  (c) allows an opportunity for the concerns of the stakeholders to be addressed, and any problems to be rectified,

  (d) enables the court to satisfy itself that the court officer's activities have been conducted in prudent and diligent manners;

  (e) provides protection for the court officer not otherwise provided by statute; and

  (f) protects the creditors from the delay and distribution that would be caused by:

    (i) re-litigation of steps taken to date, and

    (ii) potential indemnity claims by the court officer.

***Target Canada Co. (Re.),* 2015 ONSC 7574 at para. 23.**
***Hanfeng Evergreen Inc. (Re.),* 2017 ONSC 7161 at para. 15 (applying *Target* to receiverships).**

75. The Receiver submits that these policy and practical purposes are served. Specifically:

  (a) the Receiver has settled all ongoing matters and is seeking approval of its activities to move forward with its discharge;

  (b) the Receiver has outlined all of its activities throughout this receivership in its reports to the Court;

  (c) this application to approve the Receiver's activities allows an opportunity for the concerns of the stakeholders to be addressed;

(d) this application to approve the Receiver's activities enables the Court to satisfy itself that the Receiver's activities have been conducted in a prudent and diligent manner;

(e) this application to approve the Receiver's activities provides protection for the court officer not otherwise provided by statute; and

(f) this application to approve the Receiver's activities protects the creditors from the delay that would be caused by re-litigation of steps taken to date, and potential indemnity claims by the court officer.

76. The Receiver submits that its activities were carried out pursuant to, and in accordance with, the Receivership Order and subsequent orders of this Court. The Receiver submits that at all times it has acted reasonably, prudently, and not arbitrarily.

77. Further, the approval sought by the Receiver in respect of its activities is not a general approval of its activities, but is the approval of the specific the activities taken by the Receiver as detailed in the reports, and is linked to the fees and disbursements of the Receiver for which approval is also being sought.

78. The Receiver submits that the activities were necessary to progress this receivership. The Receiver carried out all activities in good faith.

Conclusions

79. The Receiver submits that it is appropriate in these circumstances to approve the Receiver's fees and disbursements and those of its counsel and the activities of the Receiver since the Fourth Report as outlined in the Fifth Report, the Deloitte Affidavit and the Dentons Affidavit.

80. Further, the Receiver submits it is appropriate to grant its discharge as Receiver.

Part 4: MATERIAL TO BE RELIED ON

1. Receivership Order made April 2, 2025;
2. Order (approval and vesting order) made October 24, 2025;
3. Order (approval and vesting order) made December 17, 2025;
4. Affidavit #1 of John Sandrelli, to be filed;
5. Affidavit #1 of Jeff Keeble, to be filed;
6. Third Report of the Receiver, dated October 10, 2025;

7. Supplement to the Third Report of the Receiver, dated October 21, 2025;

8. Fourth Report of the Receiver, dated December 12, 2025;

9. First Supplement to the Fourth Report of the Receiver dated December 15, 2025;

10. Second Supplement to the Fourth Report of the Receiver dated February 19, 2026;

11. Fifth Report of the Receiver, dated June 25, 2026.

12. Any other such material as this Honourable Court may allow.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days of service of this Notice of Application,

(a) file an Application Response in Form 33,

(b) file the original of every affidavit, and of every other document, that

 (i) you intend to refer to at the hearing of this application, and

 (ii) has not already been filed in the proceeding, and

(c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:

 (i) a copy of the filed Application Response;

 (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

 (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: 25 / JUNE /2026

Signature of lawyer for filing party
for John Sandrelli

To be completed by the court only: Order made ☐ in the terms requested in paragraphs ________________ of Part 1 of this Notice of Application ☐ with the following variations and additional terms: _______________________________________ _______________________________________ _______________________________________ Date: ______________________________ Signature of ☐ Judge ☐ Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial

- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

Schedule "A"

Service List

(*See Attached*)

NO. S240493
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

FOX ISLAND DEVELOPMENT LTD. and ADVANCED VENTURE HOLDING CO., LTD.

PETITIONERS

AND:

KENSINGTON UNION BAY PROPERTIES NOMINEE LTD. (formerly known as 34083 YUKON INC.), KENSINGTON UNION BAY PROPERTIES LIMITED PARTNERSHIP, KENSINGTON UNION BAY PROPERTIES GP LTD, INTERNATIONAL TRADE CENTER PROPERTIES LTD., SUNWINS ENTERPRISE LTD., MO YEUNG CHING also known as MICHAEL CHING, MO YEUNG PROPERTIES LTD., SFT DIGITAL HOLDINGS 30 LTD., HOTEL VERSANTE LTD., BEEM CREDIT UNION, MORTEQ LENDING CORP., CHUN YU LIU, 1307510 B.C. LTD., JEFFREY RAUCH, HEUNG KEI SUNG, RCC HOLDINGS LTD.

RESPONDENTS

SERVICE LIST

As at March 13, 2026

Receiver's Website: https://www.insolvencies.deloitte.ca/en-ca/Pages/Hotel-Versante-Ltd.aspx

DLA Piper (Canada) LLP Barristers & Solicitors Suite 2700 - 1133 Melville Street Vancouver, BC V6E 4E5 Tel. No. 604-687-9444 **Attention: Colin Brousson** **Anthony Mersich** Email: colin.brousson@ca.dlapiper.com anthony.mersich@ca.dlapiper.com ashley.kumar@ca.dlapiper.com *Counsel for Petitioners,* *Fox Island Development Ltd. and Advanced Venture Holding CO., Ltd.*	**Deloitte Restructuring Inc.** 410 West Georgia Street, Vancouver, British Columbia, V6B 0S7, Canada Tel. No. 604-235-4197 **Attention: Jeff Keeble** **Aveshin Govender** **Sally Bao** E-mail: jkeeble@deloitte.ca avegovender@deloitte.ca sbao@deloitte.ca *Court Appointed Receiver and Manager*

Dentons Canada LLP 20th Floor, 250 Howe Street Vancouver, BC V6C 3R8 Tel. No. 604-687-4460 **Attention: John R. Sandrelli** **Afshan Naveed** **Cassandra Federico** E-mail: john.sandrelli@dentons.com afshan.naveed@dentons.com cassandra.federico@dentons.com avic.arenas@dentons.com nav.sidhu@dentons.com *Counsel to the Receiver, Deloitte Restructuring Inc.*	**Bridgehouse Law LLP** 9th Floor, 900 West Hastings Street Vancouver, British Columbia Canada V6C 1E5 Tel No.: 604.684.2550 **Attention: H.C. Ritchie Clark, K.C.** **Benjamin La Borie** Email : rclark@bridgehouselaw.ca blaborie@bridgehouselaw.ca cwilson-cole@bridgehouselaw.ca *Counsel for Kensington Union Bay Properties Nominee Ltd. (formerly known as 34083 Yukon Inc.), Kensington Union Bay Properties Limited Partnership, Kensington Union Bay Properties GP Ltd., International Trade Center Properties Ltd., SFT Digital Holdings 30 Ltd., Hotel Versante Ltd., Sunwins Enterprise Ltd., Mo Yeung Ching also known as Michael Ching Mo Yeung Properties Ltd., Club Versante Management Ltd. and 1212429 B.C. Ltd.*
Pryke Lambert Leathley Russell LLP Suite 500-North Tower 5811 Cooney Road Richmond, BC V6X 3M1 **Attention: Thomas W. Russell** Email: Trussell@pllr.com	**Owen Bird Law Corporation** 2900 – 733 Seymour Street, P.O. Box 1, Vancouver, B.C. V6B 0S6. Tel. No: 604-688-0401 **Attention: Alan A. Frydenlund K.C.** **Scott Stephens** Email: afrydenlund@owenbird.com sstephens@owenbird.com *Counsel for Beem Credit Union*
Fasken Martineau DuMoulin LLP 550 Burrard Street, Suite 2900 Vancouver, BC V6C 0A3 **Attention: Kibben Jackson** Email: kjackson@fasken.com	**Michael Ching** #1205 - 8400 West Road Richmond, BC V6X 0S7 Email: michael@sunwins.ca

Rita Zhang #1205 - 8400 WEST ROAD RICHMOND BC V6X 0S7 Email: rita@sunwins.ca	**Nathanson, Schachter & Thompson LLP** 750 – 900 Howe Street, Vancouver, BC V6Z 2M4 Tel. No. (604)662-8840 **Attention: Peter Reardon** Email: preardon@nst.ca nwalnicki@nst.ca *Counsel for Bygenteel Capital Inc. and Chun Lin (Linda) Ching*
Owen Bird Law Corporation 2900 – 733 Seymour Street, P.O. Box 1, Vancouver, B.C. V6B 0S6 Tel. No: 604-688-0401 **Attention**: Email: *Counsel for Broadway Camera Investments Ltd., Kangaloo Invesmtments Ltd., John Lo, and Kandy Du,*	**Poulus Ensom Smith LLP** One Bentall Centre 505 Burrard Street Suite 1560, Box 15 Vancouver, BC V7X 1M5 Tel No. 778.727.3500 **Attention: Hein Poulus, KC, Saheli Sodhi & Edith Chen** Email: hpoulus@peslitigation.com ssodhi@peslitigation.com echen@peslitigation.com
Lawrence Wong & Associates 210 – 2695 Granville Street, Vancouver, BC V6H 3H4 Tel. No.: (604) 739-0118 **Attention: Lawrence Wong** Email: lwong@lwacorp.com *Counsel for Ms. Heung Kei Sung (Second Mortgagee)*	**Blakes Cassels and Grayden LLP** 1133 Melville Street, Suite 3500, The Stack Vancouver, BC V6E 4E5 Tel. No.: 604-631-3300 **Attention: Peter Bychawski** Email: peter.bychawski@blakes.com Counsel to *Citation Property Holdings Limited*
CAMPBELL FROH MAY & RICE LLP 200-5611 Cooney Road, Richmond, BC V6X 3J6 Tel: (604) 273-8481 **Attention: Katherine E. Ducey and Mark Standerwick** Email: Kducey@cfmrlaw.com mstanderwick@cfmrlaw.com *Counsel for Fortis BC*	**Hamilton & Company** 4th Floor, 500 Sixth Avenue New Westminster, BC V3L 1V3 Tel: (604) 630-7472 **Attention: G. Stephen Hamilton / Eve Shen Mahbuba Nazaryar** Email: SHamilton@hamiltonco.ca eshen@hamiltonco.ca MNazaryar@hamiltonco.ca *Counsel for The Owners, Strata Plan EPS 5801, The Owners, Strata Plan EPS 5802, The Owners, Strata Plan EPS 5803, The Owners, Strata Plan EPS 5804*

City of Richmond – Property Tax Department 6911 No. 3 Road, Richmond, BC V6Y 2C1 Email: LHobman@richmond.ca AZanardo@richmond.ca VLee@richmond.ca	

EMAIL SERVICE LIST

colin.brousson@ca.dlapiper.com; jkeeble@deloitte.ca; avegovender@deloitte.ca; sbao@deloitte.ca; john.sandrelli@dentons.com; afshan.naveed@dentons.com ; cassandra.federico@dentons.com; avic.arenas@dentons.com ; nav.sidhu@dentons.com; Trussell@pllr.com; afrydenlund@owenbird.com; sstephens@owenbird.com; kjackson@fasken.com; michael@sunwins.ca; rclark@bridgehouselaw.ca; blaborie@bridgehouselaw.ca; preardon@nst.ca; hpoulus@peslitigation.com; lwong@lwacorp.com; peter.bychawski@blakes.com; echen@peslitigation.com; ssodhi@peslitigation.com; cwilson-cole@bridgehouselaw.ca; mstanderwick@cfmrlaw.com ; Kducey@cfmrlaw.com; wilson@bccamera.com; johnlo649@gmail.com; kangalooinvestments@gmail.com; ashley.kumar@ca.dlapiper.com; joel.robertson-taylor@ca.dlapiper.com; anthony.mersich@ca.dlapiper.com; SHamilton@hamiltonco.ca; MNazaryar@hamiltonco.ca; nwalnicki@nst.ca; eshen@hamiltonco.ca; VLee@richmond.ca; AZanardo@richmond.ca; LHobman@richmond.ca; linda@sunwins.ca; rita@sunwins.ca

Schedule "B"

Draft Order

NO. S240493
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

FOX ISLAND DEVELOPMENT LTD. and ADVANCED VENTURE HOLDING CO., LTD.

PETITIONERS

- AND –

KENSINGTON UNION BAY PROPERTIES NOMINEE LTD. (FORMERLY KNOWN AS 34083 YUKON INC.), KENSINGTON UNION BAY PROPERTIES LIMITED PARTNERSHIP, KENSINGTON UNION BAY PROPERTIES GP LTD, INTERNATIONAL TRADE CENTER PROPERTIES LTD., SUNWINS ENTERPRISE LTD., MO YEUNG CHING ALSO KNOWN AS MICHAEL CHING, MO YEUNG PROPERTIES LTD., SFT DIGITAL HOLDINGS 30 LTD., HOTEL VERSANTE LTD., BEEM CREDIT UNION, MORTEQ LENDING CORP., CHUN YU LIU, 1307510 B.C. LTD., JEFFREY RAUCH, HEUNG KEI SUNG, AND RCC HOLDINGS LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE	) THE HONOURABLE JUSTICE Fitzpatrick	)	___/__/2026

ON THE APPLICATION of Deloitte Restructuring Inc., in its capacity as court appointed receiver (in such capacity, the "**Receiver**") of the assets, undertakings and properties of International Trade Center Properties Ltd., Hotel Versante Ltd., and RCC Holdings Ltd. (the "**Debtors**") acquired for, or used in relation to the business and operations, of the hotel known as the "Versante Hotel", including without limiting the foregoing all proceeds thereof, with a civic address of 8499 Bridgeport Road, Richmond, B.C. and with the following legal descriptions:

PID: 030-795-851
Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster District Air Space Plan EPP73985 (the "**Air Space Parcel**")

PID: 029-611-598
Lot 1 Section 21 Block 5 North Range 6 West New Westminster District Plan EPP37734 Except Air Space Plan EPP73985 (the "**Remainder Parcel**")

(the "**Hotel Property**")

Coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on ___/July/2026 and on hearing Jordan Schultz and Cassandra Federico, counsel for the Receiver, and those parties listed on **Schedule "A"** hereto

THIS COURT ORDERS THAT:

1. The activities of the Receiver, as set out in:

   (a) First Supplement to the Fourth Report of the Receiver dated December 15, 2025;

   (b) Second Supplement to the Fourth Report of the Receiver dated February 19, 2026; and

   (c) Fifth Report of the Receiver, dated June 25, 2026 (the "**Fifth Report**");

are hereby approved, provided that Deloitte in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

2. The Receiver's statement of actual and estimated receipts and disbursements for the period from March 4, 2025 to June 22, 2026, a copy of which is attached as Appendix "F" to the Fifth Report, is hereby approved.

3. The Receiver's fees in the amount of $1,444,046.00 and the disbursements of the Receiver in the amount of $9,726.11 plus applicable taxes, for the period from March 3 , 2025 to May 31, 2026, as set out in the First Affidavit of Jeff Keeble, Sworn June 24, 2026 be and are hereby approved.

4. The Receiver's estimated further fees and disbursements for the period from June 1, 2026 to the completion of this matter be and are hereby approved, provided that such amount shall not exceed $30,000 (plus applicable taxes).

5. The fees of the Receiver's legal counsel, Dentons Canada LLP ("**Dentons**"), in the amount of $860,124.50 and the disbursements of Dentons in the amount of $10,990.81 plus applicable taxes, for the period from March 3, 2025 to May 31, 2026, as set out in the First Affidavit of John Sandrelli, sworn June 24, 2026, be and are hereby approved.

6. Dentons' estimated further fees and disbursements for the period from June 1, 2026 to the completion of this matter be and are hereby approved, provided that such amount shall not exceed $60,000 (plus applicable taxes).

7. After payment of the fees and disbursements of the Receiver and Dentons as approved at paragraphs 4 and 6, respectively, the Receiver shall pay all funds remaining in its hands to the Petitioners as set out in the Fifth Report, subject to a holdback of funds for assessed penalties and interest by the Ministry of Finance in the approximate amount of $48,000 pending the outcome of an appeal in respect of the same, as further detailed in the Fifth Report.

8. In addition to the funds remaining in its hands as provided for in paragraph 7 herein, the remaining assets as described in the Fifth Report are hereby assigned absolutely to and shall vest in the Petitioners free and clear of any claims including, without limitation, any and all accounts receivable, GST Refunds and the 4HD Claim and any interest in the 4HD Disputed Funds, both as defined in the Fifth Report.

9. Further to the Food and Beverage Assets Claims Process provided for in paragraph 16 of the Order granted by the Honourable Justice Fitzpatrick on December 17, 2026 (the "**F&B Claims Process Order**"), the determination of ownership and all steps in regard to the Proof of Property Claim filed by Club Versante Management Ltd. ("**Club Versante**"), dated February 23, 2026, the Notice of Disallowance issued by the Receiver dated March 2, 2026 and the Notice of Application to appeal the Notice of Disallownace filed on March 16, 2026 (the "**Appeal Application**") shall be prosecuted by Club Versante on the one hand and the Petitioners on the other and all further litigation in relation to the Appeal Application is hereby assigned to the Petitioners and the Receiver is hereby relieved of any further obligations thereunder.

10. In furtherance of the relief provided in paragraph 9 herein, the Receiver Is further relieved of any obligation under paragraph 16(d) of the F&B Claims Process Order to supervise the removal of any assets should Club Versante be successful in the Appeal Application.

11. Upon:

(a) the Receiver's and Dentons' fees and disbursements having been invoiced and paid in accordance with the estimates approved at paragraphs 4 and 6, respectively, of this Order;

(b) the Receiver having paid all funds remaining in its hands to the Petitioners in accordance with paragraph 7 of this Order; and

(c) the Receiver completing any other outstanding activities set out in the Fifth Report, the Receiver shall file a discharge certificate (the "**Receiver's Discharge Certificate**") confirming the foregoing.

12. Upon the filing of the Receiver's Certificate:

(a) the Receiver shall be released and discharged as Receiver in this proceeding;

(b) Deloitte shall be released and discharged from any and all liability that the Receiver or Deloitte now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as the Receiver herein, save and except as may result from gross negligence or willful misconduct of the Receiver. Without limiting the generality of the foregoing, and save and except as may result from gross negligence or willful misconduct of the Receiver, Deloitte is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in this proceeding;

(c) in addition to the rights and protections afforded the Receiver under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "***BIA***"), and as an officer of this Court, the Receiver and Deloitte shall incur no liability or obligation as a result of its appointment or carrying out of its mandate, save and except as may result from the gross negligence or willful misconduct of the Receiver. Nothing in this Order shall derogate from the rights and protections afforded the Receiver by the *BIA* or any applicable legislation; and

(d) notwithstanding anything to the contrary contained in this or any other order of this Court made in this proceeding, on its discharge, the Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of Deloitte in its capacity as Receiver.

13. Notwithstanding its discharge herein, the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein.

14. Notwithstanding any provision herein, this Order shall not affect any person to whom notice of this proceeding was not delivered as required by the *BIA* and regulations thereto, any other applicable enactment or any other Order of this Court.

15. Endorsement of this Order, other than by 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 AS ABOVE AS BEING MY CONSENT:

Signature of ____________________, Lawyer for Deloitte Restructuring Inc., in its capacity as the Receiver

By the Court.

Registrar

SCHEDULE "A"
LIST OF COUNSEL

NAME	PARTY REPRESENTED