



No. S-260086
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MCAP FINANCIAL CORPORATION

PETITIONER

AND:

MASKEEN 177 PROJECTS LTD., 0676086 B.C. LTD., MASKEEN DEVELOPMENT LTD.,
MASKEEN HOMES LTD., 1302095 B.C. LTD., 0943151 B.C. LTD., 0816980 B.C. LTD.,
0816984 B.C. LTD., PRO RIDGE HOMES LTD., PRORIDGE VENTURES INC., JAGDIP
SINGH SIVIA, AMARJIT KAUR SIVIA, JATINDERPAL SINGH GILL, HARBANS KAUR
GILL, PRABHDEV SINGH KHERA, FIRST WEST CREDIT UNION, TOKIO MARINE
CANADA LTD., VANCOUVER CITY SAVINGS CREDIT UNION, BMW CANADA INC.,
FRONT STREET LEASING LP O/A DILAWRI LEASING, OPENROAD LEASING, TD
AUTO FINANCE (CANADA) INC., COUNTRY GREEN EXCAVATING LIMITED, 1299615
B.C. LTD., NEXGEN ENVIRONMENTAL SERVICES LTD., INTEGRITY SHORING &
CIVIL LTD. WITH ASSUMED NAME: ISC SHORING & CIVIL LTD., MADNESS
FORMING & CONSTRUCTION SERVICES INC., and
PDQ CONSTRUCTION LTD.

RESPONDENTS

APPLICATION RESPONSE

Application Response of: AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.),
in its capacity as court-appointed Receiver (the “**Receiver**”).

THIS IS A RESPONSE TO the Notice of Application of Maskeen 177 Projects Ltd., 0676086
B.C. Ltd., Maskeen Development Ltd., Maskeen Homes Ltd., 1302095 B.C. Ltd., and 0943151
B.C. Ltd. (collectively, the “**Debtors**” or “**Maskeen**”) filed August 21, 2026.

The application respondent estimates that the application will take 1 day.

Part 1: ORDERS CONSENTED TO

The application respondent consents to the granting of NONE of the orders set out in Part 1 of
the notice of application.

Part 2: ORDERS OPPOSED

The application respondent opposes the granting of ALL of the orders set out in Part 1 of the notice
of application.

Part 3: ORDERS ON WHICH NO POSITION IS TAKEN

The application respondent takes no position on the granting of NONE of the orders set out in Part 1 of the notice of application.

Part 4: FACTUAL BASIS

A. Background to the Sale Approval Application

1. On January 14, 2026, the Receiver was appointed receiver without security, of the lands located at a) 13714 Bentley Road (PID: 031-892-612), Surrey, British Columbia, V3R 5C3; b) 13744 Bentley Road (PID: 031-892-647), Surrey, British Columbia, V3R 5C3; and c) 13775 Grosvenor Road (PID: 031-892-663), Surrey, British Columbia, V3R 5E5 (collectively, the “**Lands**”) and all right, title and interest of Maskeen 177 Projects Ltd., 0676086 B.C. Ltd., Maskeen Development Ltd., Maskeen Homes Ltd., 1302095 B.C. Ltd., and 0943151 B.C. Ltd. (the “**Nominee**”) (collectively, the “**Debtors**”) in all presently owned or held personal property of whatsoever nature and kind pertaining to the Lands (the “**Property**”), effective March 16, 2026.
2. On May 6, 2026, the Receiver sought and obtained an order (the “**Sales Process Order**”) approving the sales process for the Lands (the “**Sales Process**”), including the engagement of Colliers Macaulay Nicolls Inc. (“**Colliers**”) to market the Lands.

Westrich Offer

3. On June 9, 2026, the Receiver received an offer from 2813353 Alberta Ltd., an affiliate of Westrich Pacific Corp. (“**Westrich**”). The Receiver and Westrich executed an agreement of purchase and sale.
4. On June 19, 2026, the Receiver advised counsel for the Debtors that the Receiver had an offer that it intended to seek approval of and requested the Debtors’ availability for a hearing in July. The Receiver subsequently obtained a hearing for July 22, 2026.
5. On June 30, 2026, the Receiver terminated the agreement with Westrich after Westrich failed to pay the Receiver the required deposit.

134 Offer

6. On June 30, 2026, the Receiver received an offer from 1343239 B.C. Ltd. (the “**Purchaser**”), which is the subject of the Receiver’s application filed August 14, 2026, seeking approval of the APS (as defined below) (the “**Sale Approval Application**”).
7. On July 6, 2026, in light of the termination of the Westrich agreement, the Receiver advised the Court that the July 22, 2026 hearing date would be adjourned generally.
8. On July 14, 2026, the Receiver and the Purchaser executed an agreement of purchase and sale dated June 30, 2026 (the “**APS**”), providing for the sale of the Lands by way of reverse vesting order (the “**Transaction**”).

Refinancing Attempts

9. On the same day (July 14), counsel for the Debtors advised the Receiver that the Debtors had secured lending to refinance the loan provided by MCAP Financial Corporation (“MCAP”) and that funding would be advanced on July 24, 2026.
10. In response, the Receiver requested a commitment letter from the Debtors’ proposed lender to confirm whether funding had been secured.
11. On July 15, 2026, the Debtors’ counsel provided a commitment letter which contained numerous conditions precedent to funding and proposed to advance funds to the Debtors.
12. The Debtors did not complete the refinancing by July 24, 2026.

Sale Approval Application

13. On July 23, 2026, the Receiver informed the Debtors’ counsel that the Receiver had the signed APS and had received the deposit, and that the Receiver was going to reschedule its Sale Approval Application.
14. On August 13, 2026, the Court confirmed that the Sale Approval Application was scheduled for August 27, 2026.
15. On the same day (August 13), the Debtors’ counsel informed the Receiver that the Debtors anticipated paying out the senior secured creditor, MCAP, on Monday August 17, 2026; however, this did not occur.
16. On August 14, 2026, the Receiver served its Sale Approval Application.

Redemption Application

17. On August 21, 2026, the Debtors’ counsel informed the Receiver that they intended to provide the funds to refinance MCAP’s loan on Monday August 24, 2026, and filed an application to redeem the Lands.
18. The Debtors’ counsel stated that they would provide an affidavit in support of their application on Tuesday August 25, 2026, but did not do so.
19. On Tuesday August 25, 2026, the Receiver followed up with the Debtors’ counsel regarding affidavit evidence of funding. The Debtors’ counsel informed the Receiver that it would be providing the affidavit on Wednesday August 26, 2026.
20. As at the time of filing this application response, the Receiver has not received any evidence of funding available to the Debtors that would be sufficient to redeem the Lands; therefore, the Receiver is opposing the Debtors’ application.

Conclusions

21. Since mid-July 2026, the Receiver has been in contact with the Debtors' counsel to obtain information about the certainty of funding to redeem the Lands and has not been provided evidence of such funding.
22. The Receivership Order was granted in January and came into effect on March 16, 2026. The Debtors have had over seven months to redeem the Lands since the date of the Receivership Order and have not done so.
23. Given that the Debtors have not provided any certainty of funding (including that any conditions precedent to funding as set out in the commitment letter have been satisfied and/or waived), the Receiver's position is that the APS and Transaction contemplated thereby ought to be approved and the Debtors' redemption application should be dismissed.

B. Urgency Regarding Sale Approval

24. The APS requires that the Purchaser pay a second deposit to the Receiver by September 15, 2026.
25. The City of Surrey has informed the Receiver that there are outstanding property taxes owing in respect of the Lands in the aggregate amount of approximately \$485,000, and that the City of Surrey is holding a tax sale on September 28, 2026 for certain properties with delinquent taxes (the "**Tax Sale**").

Part 5: LEGAL BASIS

1. One of the fundamental purposes of insolvency legislation is to "maximize creditor recovery".

9354-9186 Québec inc. v. Callidus Capital Corp., 2020 SCC 10, para. 42.

2. Subject to Court approval, the Receiver is authorized and empowered to sell the assets of the Debtors pursuant to the Receivership Order and the Sales Process Order.

Receivership Order, s. 2(1); Sales Process Order, s. 3.

3. In the Receiver's view, there is insufficient evidence to conclude that the Debtors' attempt to redeem the Lands is viable, particularly given the Debtors' failed attempts to obtain funding over the last two months, despite multiple representations from the Debtors' counsel that funding was imminent.
4. Given the additional deposit due from the Purchaser under the APS and the looming Tax Sale, it is the Receiver's position that the Debtors' application for redemption of the Lands is unlikely to be successful and would not offer certainty or maximum recovery to creditors.
5. Therefore, the Receiver opposes the Debtors' application for redeeming the Lands and submits that this Court should instead approve the Receiver's application for the Transaction.

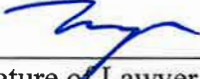
6. In the Receiver's view, it is in the best interest of all stakeholders that the Transaction be approved, as it provides better certainty of recovery.

Part 6: MATERIAL RELIED ON

1. Affidavit #1 of Cristina Misceo, sworn August 26, 2026.
2. Second Report of the Receiver, filed August 17, 2026.

The application respondent has filed in this proceeding a document that contains the application respondent's address for service.

Dated: August 26, 2026



Signature of Lawyer for application respondent
Emma Newbery / Maya Churilov