

09-Oct-26

REGISTRY

FORM 32 (RULE 8-1 (4))

Action No. S-261982
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

-and-

MAVERICK ESTATE WINERY INC. and MAVERICK VINEYARDS INC.

Defendants

NOTICE OF APPLICATION

Name(s) of applicant(s): **AlixPartners Restructuring, Inc.**
 in its capacity as the Court-appointed receiver and manager
 of Maverick Estate Winery Inc. and Maverick Vineyards Inc.

To: THE SERVICE LIST

TAKE NOTICE that an application will be made by the applicant to the presiding judge or associate judge at the courthouse at on a date to be set by Notice of Hearing of Application for the orders set out in Part 1 below.

The applicant(s) estimate(s) that the application will take 60 minutes. The applicant proposes that the matter will be heard on Monday, October 19, 2026.

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

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

PART 1: ORDER(S) SOUGHT

1. An order substantially in the form attached hereto as **Appendix "A"** (the "**Vesting Order**"), among other things:
 - (a) approving the sale transaction (the "**Transaction**") contemplated by the asset purchase and sale agreement dated September 29, 2026 (the "**APS**") between AlixPartners Restructuring, Inc. ("**AlixPartners**") in its capacity as court-appointed receiver (AlixPartners in such capacity, the "**Receiver**") of Maverick Estate Winery Inc. ("**MEWI**") and Maverick Vineyards Inc. ("**MVI**", and together with MEWI, the "**Debtors**") and 1605274 B.C. Ltd. (the "**Purchaser**"); and
 - (b) upon the Receiver filing a Receiver's certificate (substantially in the form attached as Schedule "A" to the Vesting Order), vesting the Assets (as defined in the APS) free and clear of all encumbrances (other than the Permitted Encumbrances, as defined in the APA).
2. An Order substantially in the form attached hereto as **Appendix "B"** (the "**Distribution and Ancillary Order**"), among other things:
 - (a) subject to the retention of any holdbacks that the Receiver considers necessary or appropriate to satisfy priority claims against the Debtors' Property and/or to fund these proceedings, including, without limitation, the fees of the Receiver and its legal counsel, Burnet Duckworth & Palmer LLP ("**BD&P**"), and other agents of the Receiver, permitting the Receiver to distribute the net proceeds of sale from the Transaction (the "**Sale Proceeds**") to Royal Bank of Canada ("**RBC**");
 - (b) approving the first report of the Receiver dated October 9, 2026 (the "**First Report**") and the Receiver's activities as set out in therein; and
 - (c) approving the fees and disbursements of the Receiver and BD&P, as detailed in the First Report and the affidavit of Jason Knight sworn October 8, 2026 (the "**Knight Affidavit**").
3. A sealing order substantially in the form attached hereto as **Appendix "C"** (the "**Sealing Order**"), temporarily sealing: (i) the First Confidential Supplement; and

(ii) the Second Confidential Supplement, in each case, to the First Report (collectively, the **"Confidential Supplements"**).

4. Such further and other relief as counsel may advise and this Honourable Court may allow.
5. Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the First Report.

PART 2: FACTUAL BASIS

Background

1. Pursuant to the Order made by this Honourable Court on April 1, 2026 (the **"Receivership Order"**), the Receiver was appointed as receiver and manager of all of the assets, undertakings, and property (collectively, the **"Property"**) of the Debtors.
2. The Debtors operated a boutique winery business known as "Maverick Estate Winery" consisting of cultivating grapes, producing wine and selling wine inventory through a number of channels, including direct-to-consumer sales, an on-site tasting room, a wine club, and through private and government liquor distributors (collectively, the **"Winery Business"**).
3. Beginning in or around mid-2025, the Debtors were unable to generate sufficient revenue from the sale of wine inventory to meet their ongoing operating expenses. During this period, the Debtors sought to address their financial difficulties by pursuing a sale, a refinancing, or a combination thereof, but were unable to complete a transaction.
4. As a result of the unsuccessful sale processes and financial position of the Debtors, on January 27, 2026, RBC issued demands for repayment of the RBC Indebtedness (as defined below) and a Notice of Intention to Enforce Security under section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the **"BIA"**). RBC and the Debtors subsequently attempted to negotiate a forbearance agreement but were unable to agree on terms. Accordingly, RBC sought the appointment of a receiver and manager over the Property.
5. Based on the Receiver's review of the Debtors' books and records, as at the date of the Receivership Order, the Debtors' creditors were owed approximately \$14.08 million, consisting of:

- (a) RBC – approximately \$6,606,525 (the "**RBC Indebtedness**");
 - (b) other secured creditors – approximately \$7,210,036; and
 - (c) unsecured creditors – approximately \$261,636.
6. Subject to the standard and customary assumptions and qualifications, RBC holds a perfected security interest as against the Property.

Receiver's Activities Since Appointment

7. Since its appointment, the Receiver has continued operating the Winery Business while it developed and executed a process to market and sell the Property. To assist in the continuation of the Winery Business, the Receiver also retained previous employees and contractors of Maverick on a contract basis to assist with various administrative tasks.
8. The Receiver's activities have included, among other things:
- (a) safeguarding the Debtors' real properties;
 - (b) securing and reviewing the Debtors' books and records;
 - (c) stabilizing Maverick's staffing;
 - (d) retaining additional individuals to assist with tasting room activities during the summer months;
 - (e) maintaining the Debtors' licenses and insurance coverage;
 - (f) preparing cashflow forecasts;
 - (g) corresponding extensively with the Ministry of Water, Land and Resource Stewardship for the Thompson-Okanagan Region (the "**Ministry**") in connection with the water license required for the use groundwater to irrigate the Crux Vineyard (a "**Water Licence**");
 - (h) maintaining the Winery Business and preserving value of the vines;

- (i) corresponding with various stakeholders and interested parties throughout the sale process; and
 - (j) preparing the First Report.
9. A further discussion of the Receiver's activities is included in the First Report.

The Sale Process and the Transaction

10. The Receiver conducted a competitive process to select a broker to assist with marketing the Property. As a result, four (4) prospective brokers submitted proposals to the Receiver.
11. In consultation with RBC and Mr. Shaunessy (one of the directors and shareholders of Maverick prior to the Receivership Order), the Receiver engaged Colliers Macaulay Nicolls Inc. ("**Colliers**") to assist with the sale process (the "**Sale Process**"). Key terms of the listing agreement entered into between Colliers and the Receiver include:
- (a) **Marketing:** Colliers would market the Property on an unpriced basis and diligently market the property in accordance with the Sale Process, and the Property would be sold as an "as is, where is" and "without recourse" basis;
 - (b) **Term:** The listing agreement would have a term of four (4) months;
 - (c) **Listing Fee:** Colliers would receive a commission based on a percentage of the sale price, upon approval of Court-approval of a sale; and
 - (d) **Termination:** The Receiver may terminate the Listing Agreement without penalty if Colliers or the Designated Agents are in default, and the Listing Agreement terminates automatically, without penalty, if, among other things: (i) the Receivership Order is revoked, overturned on appeal, suspended, or terminated; (ii) the Receiver is restricted in or enjoined from dealing with the Property by a court of competent jurisdiction; and/or (iii) any of the mortgagees of the real properties or any other future lenders are permitted by court order to enforce their rights and/or remedies against the Real Properties.
12. The Sale Process was designed to solicit offers from prospective purchasers to acquire the Property, in whole or in part, on an "as is, where is" basis, through either an asset or share transaction, with any resulting transaction being subject to Court approval.

13. The following table provides a summary of the key process milestones and dates under the Sale Process:

Phase	Milestone	Deadline
Phase 1	Sale Process Commencement Date	June 18, 2026
	Letter of Intent Deadline (the " LOI Deadline ")	5:00 pm PT, July 17, 2026
Phase 2	Final Bid Process Commences	July 22, 2026
	Final Bid Deadline (the " Final Bid Deadline ")	5:00 pm PT, August 14, 2026
	Determination of Successful Bidder	August 21, 2026

14. Colliers launched the Sale Process on June 18, 2026, by distributing an interest solicitation letter (the "**Teaser**"), detailing the acquisition opportunity and summarizing the Sale Process, to over 4,000 targeted prospects, comprising investors, wineries, and local market users.
15. To allow interested parties sufficient time for further due diligence and to review, newly obtained information regarding awards received by Maverick and additional information regarding the Water License, on July 15, 2026, the Receiver elected to extend the LOI Deadline to July 31, 2026 (the "**Revised LOI Deadline**"), the Final Bid Process. The Final Bid Deadline were also extended by the same amount of time.
16. On August 18, 2026, the Receiver, in consultation with Colliers, extended the Final Bid Deadline to September 4, 2026, and subsequently to September 11, 2026 (the "**Revised Bid Deadline**"), in each case to provide interested parties with additional time to complete their due diligence.
17. Pursuant to the Sale Process, prospective purchasers were required to submit an agreement of purchase and sale, together with a blackline reflecting any proposed revisions to the form of agreement of purchase and sale provided to interested parties by the Receiver ahead of the Revised Bid Deadline.
18. The following is a summary of the results of the Sale Process:
- (a) 12 parties executed an NDA and were provided access to the VDR;
 - (b) certain of those parties conducted extensive due diligence, which the Receiver and Colliers facilitated expeditiously;

- (c) the Receiver received qualifying submissions from interested parties prior to the LOI Deadline and Revised Bid Deadline for the Winery and related property, the details of which are summarized in Colliers Report; and
 - (d) the Receiver did not receive a qualifying Final Bid for the Crux Vineyard.
19. After consulting with Colliers, RBC, and Mr. Shaunessy, the Receiver determined that the Final Bid submitted by the Purchaser was the highest and best offer available in the circumstances, having regard to its value, conditions, and timeline to close. As a result, the Receiver and the Purchaser subsequently negotiated the terms of the Transaction and entered into the APS providing for the sale of the Assets to the Purchaser. Details of the offers received are included in the unredacted version of the Colliers Report.

The Transaction

20. The Transaction is for the Winery and the assets required to continue the Winery Business, excluding the Crux Vineyard.
21. The key terms and provisions of the APS are as follows:
- (a) **Vendor:** the Receiver;
 - (b) **Purchaser:** 1605274 B.C. Ltd.;
 - (c) **Purchased Assets:** the Debtors' right, title, and interest in and to the following (collectively, the "**Assets**"):
 - (i) the Lands (i.e., the Winery);
 - (ii) all fixtures, equipment, attachments, appliances and tangible personal property necessary for, or used in connection with, the Assets;
 - (iii) all inventories of the Business, including bulk and bottled wines, vineyard and purchased grapes, wine raw materials, bottles, screw caps, packaging materials, spare parts, replacement parts, fertilizers, herbicides, chemicals, apparel, glassware, gift items and other merchandise held for sale through the tasting room, and all other raw materials, supplies and consumables used or held for use in the operation of the Business or the production of

goods for resale in the Business;

- (iv) all intellectual property and proprietary rights of any kind currently owned by, licensed to or used in connection with the Winery Business by the Debtors;
 - (v) all licenses, permits, approvals, authorizations, registrations and operating manuals relating to the ownership, operation or use of the Winery Business or the Assets, including any winery licenses, liquor licenses, manufacturing licenses, agricultural permits, environmental permits and municipal approvals;
 - (vi) manufactured homes (as defined in the *Manufactured Home Act* (British Columbia)) located on the Lands; and
 - (vii) Contractor agreement with the Sales Manager and the employment contract with the Vineyard Manager (collectively, the "**Assumed Contracts**");
- (d) **Excluded Assets:** all property and assets of the Debtors other than the Assets, and specifically:
- (i) the Vendor's rights under the APS;
 - (ii) the Crux Vineyard;
 - (iii) the lease for the Storage Warehouse; and
 - (iv) all contracts and agreements of the Debtors other than the Assumed Contracts;
- (e) **Assumed Liabilities:** all liabilities and obligations arising from the possession, ownership and/or use of the Assets and Assumed Contracts (including all obligations related to such Assumed Contracts for vacation, severance or pay in lieu of notice or other employment entitlements accruing as a result of the Purchaser being a successor employer, but specifically excluding any obligations under the key employee retention program) following Closing, along with Environmental Liabilities and Cure Costs;

- (f) **Purchase Price:** \$2,050,000;
- (g) **Deposit:** \$200,000;
- (h) **Closing Date:** on the day that is ten (10) Business Days following the date upon which all conditions have been satisfied, including the granting of the Vesting Order or such other date as the Parties may agree in writing;
- (i) **Outside Date:** November 1, 2026, or such later date as the Parties may agree to in writing, or in any event as otherwise ordered by the Court;
- (j) **Representations and Warranties:** consistent with the standard terms of an insolvency transaction, i.e. on an "as is, where is" basis with limited representations and warranties;
- (k) **Name Change:** the Vendor agrees to cause each of the Debtors to change its corporate name within a reasonable period of time after the Closing Date (having regard to the ongoing insolvency proceedings) by delivering filed Articles of Amendment (or the local corporate equivalent thereof) removing the word "Maverick" from its corporate name; and
- (l) **Termination:** the APS can be terminated:
 - (i) upon mutual written consent of the Parties;
 - (ii) if any conditions in favour of the Parties are not satisfied; and
 - (iii) by either of the Parties, in writing to the other, any time after the Outside Date, if (i) the Approval and Vesting Order has not been obtained, or (ii) the Closing has not occurred by the Outside Date.

22. The Receiver respectfully recommends that the Court approve the Transaction and grant the proposed Vesting Order approving the APS and directing the Receiver to complete the Transaction for the following reasons:

- (a) the Assets were marketed for sale by Colliers, a national brokerage with experience in the Canadian winery industry;

- (b) Colliers is of the view (and the Receiver concurs) that the purchase price is the highest available in the circumstances, that the Assets were marketed for a commercially reasonable amount of time, and that further time marketing the Assets is unlikely to result in a superior transaction;
- (c) as discussed above, prior to the Receivership Proceedings, the Debtors marketed the Property for sale and the Receiver understands that no viable offers were received;
- (d) Colliers used conventional methods to market the Property for sale, including preparing the Teaser, email blasts, direct solicitation of most likely purchasers, and advertising on industry websites and social media;
- (e) the Sale Process was carried out under the supervision of the Receiver and in consultation with RBC and the Shaunessys;
- (f) the Purchaser's offer is unconditional, other than Court approval;
- (g) in the Receiver's view, continuing to market the Assets provides no certainty that a higher purchase price will be achieved. Continuing the Sale Process will result in continued costs, including operating costs, property maintenance, and professional fees;
- (h) the Receiver is of the view that the commercial terms of the APS are reasonable in the circumstances and that the Vesting Order is appropriate in this situation;
- (i) the Receiver is of the view that the principles established in *Soundair* (defined below) have been met, namely:
 - (i) the Receiver made sufficient efforts to obtain the best price and did not act improvidently;
 - (ii) the interests of all parties have been considered;
 - (iii) the Sale Process was effective and maintained its integrity; and
 - (iv) there was no unfairness in the working out of the Sale Process; and

- (j) RBC, the party with the primary economic interest in the Assets, supports the completion of the Transaction despite the fact that it will suffer a substantial shortfall.

Sealing Order

23. Pursuant to the proposed Sealing Order, the Receiver is seeking to seal the First Confidential Supplement, which includes an unredacted copy of the Listing Agreement, until further Order of this Court, as the Listing Agreement contains commercially sensitive information with respect to Colliers compensation and fee structure. The Receiver believes it is appropriate to seal the First Confidential Supplement for the following reasons:

- (a) it is necessary to protect Colliers commercial interests as it contains commercially sensitive information with respect to Colliers compensation and fee structure; and
- (b) sealing this type of commercially sensitive information (i.e. compensation and fee structures) is common practice in insolvency proceedings to protect a sales agent's competitive advantage and thereby its commercial interest in assisting with a sale process.

24. In addition, the Receiver is seeking to seal the Second Confidential Supplement, which contains the Colliers Report, until the earlier of:

- (a) the discharge of the Receiver; or
- (b) further Order of this Court,

as the Second Confidential Supplement contains confidential information, including with respect to the value of the Crux Vineyard. Sealing the Second Confidential Supplement is necessary due to the risk that the public disclosure of the information contained in the same could cause irreparable prejudice to creditors and other stakeholders in marketing the Crux Vineyard.

Proposed Distribution

25. Pursuant to the Distribution and Ancillary Order, the Receiver is seeking the Court's approval to make a distribution or distributions of the Sale Proceeds to RBC, up to the amount of the RBC Indebtedness, after paying or reserving for:
- (a) amounts borrowed by the Receiver pursuant to paragraph 23 of the Receivership Order;
 - (b) amounts that are, or that the Receiver reasonably anticipates may be, payable to claimants ranking in priority to RBC such as municipal property taxes and excise taxes;
 - (c) Colliers' compensation pursuant to the Listing Agreement; and
 - (d) the unpaid fees and disbursements of the Receiver and BD&P, together with a reasonable reserve for the estimated fees and costs to complete the administration of the receivership estate.
26. The Receiver recommends that the Court grant the proposed Distribution and Ancillary Order authorizing the distributions, subject to and in accordance with the terms thereof, for the following reasons:
- (a) the proposed Distribution and Ancillary Order will permit the timely distribution of the Sale Proceeds to stakeholders and creditors with recognized priority claims without waiting for the conclusion of the Receivership Proceedings;
 - (b) as set out above, BD&P has reviewed RBC's security documentation and has confirmed that RBC holds valid and enforceable security against the Debtors;
 - (c) the Receiver will be entitled to hold back such amounts as it considers necessary or appropriate to satisfy any claims that rank in priority to RBC, and to fund these proceedings; and
 - (d) the distribution framework appropriately contemplates payment of claims that rank in priority to RBC.

PART 3: LEGAL BASIS

Powers Exercisable by the Receiver

1. Pursuant to Section 2(m) of the Receivership Order, the Receiver is empowered to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof.
2. Pursuant to Section 2(n) of the Receivership Order, the Receiver is empowered to sell, convey, transfer lease of assign the Property or any part or parts thereof out of the ordinary course, including with Court approval in respect of any single transaction exceeding \$250,000.
3. Pursuant to Section 2(o) of the Receivership Order, the Receiver is empowered to apply for any vesting order necessary to convey the Property or any part of parts thereof to a purchaser, free and clear of any liens or encumbrances.
4. The salutary effects of sealing the information contained in the Confidential Supplements from the public record greatly outweigh the deleterious effects of doing so under the circumstances. The Receiver is not aware of any party that will be prejudiced if the information in the Confidential Supplements is sealed or any public interest that will be served if such details are disclosed in full.

The Transaction

5. The fundamental purpose of a sale approval motion is to consider the best interest of the parties with a direct interest in the proceeds of the sale, primarily the creditors.

[Skyepharmaceutical v. Hyal Pharmaceutical Corp.](#),
[2000] 47 OR (3d) 234, 15 CBR (4th) 298
(ONCA), at para 26.

6. In the context of receivership proceedings, the receiver's decisions and business judgment should be given great weight by the Court that appointed it, so long as the court-appointed officer acts properly with consideration for the *Soundair* factors.

[Royal Bank of Canada v. Soundair Corp.](#),
[1991] 4 OR (3d) 1, 83 DLR (4th) 76 (CA)
("Soundair"), at para 58.

7. In considering whether to approve sale transactions in the insolvency context, Courts should consider the oft-cited *Soundair* factors (the "**Soundair Factors**"), being:
- (a) whether the court officer has made sufficient effort to get the best price and has not acted improvidently;
 - (b) whether the transaction is in the interests of all parties;
 - (c) the efficacy and integrity of the process by which offers are obtained; and
 - (d) whether there has been unfairness in the working out of the process.

[*Soundair*](#) at para [16](#).

8. The Receiver submits that the Soundair Factors support the granting of the Vesting Order in these circumstances, including but not limited to, the following factors:
- (a) ***Sufficient effort to get the best price and not acted improvidently:*** After soliciting RFPs from four realtors estate brokerage firms, distributing a teaser to over 4,000 targeted prospects comprising investors, wineries and local market users, engaging with 12 interested parties that executed NDAs, and extending the Final Bid Deadline to allow purchasers an opportunity to amend, withdraw, or retain their bids, ultimately, the proposed Purchaser offered the Transaction, which is the highest and best offer obtained by the Receiver.
 - (b) ***Interests of all parties:*** The proposed Transaction would be more beneficial to the Debtors' creditors than any other alternative, including a likely liquidation scenario where the Winery Business is discontinued, as it is the highest and best offer the Receiver could obtain for the Property. Absent a sale of the Assets, there is a risk of minimal recovery to creditors. In addition, RBC is the primary stakeholder, fulcrum creditor and is supportive of the Transaction. Mr. Shaunessy (who is also the representative of the second secured creditor) is also supportive of the Transaction.

- (c) ***Efficacy and integrity of the process.*** The sale process was conducted in a fair and reasonable manner and exposed the opportunity to any likely bidder for the Assets. The Receiver acted fairly and reasonably by, among other things, assembling a list of prospective purchasers, contacting the interested parties and showing them the Assets, and giving them a reasonable time to submit bids and conduct due diligence, which ultimately led to the proposed Transaction.
 - (d) ***Unfairness in the working out of the process.*** As of the date hereof, no party has alleged that the sale process was conducted in an unfair manner. Further, no party has objected to the Transaction.
9. The Receiver submits that, when the *Soundair* Factors and the law outlined above are applied to the present case, it is in the best interest of the creditors and within the authority of this Court to grant the Vesting Order.
10. For the reasons set forth above, the Receiver respectfully requests that this Court grant the Vesting Order.

Distribution

11. Courts often permit interim distributions in the context of insolvency proceedings. In *SemCanada*, Justice Romaine of the Alberta Court of King's Bench acknowledged that interim distributions are not without precedent, but consideration should be given to any stakeholders that may be prejudiced by the distribution.

[*SemCanada Crude Company \(Companies' Creditors Arrangement Act\) \(Re\).*](#) 2009 ABQB 90 [***SemCanada***]
at para [27](#)

see also [*AbitibiBowater inc. \(Arrangement relatif à\).*](#)
2009 QCCS 6461 at para [71](#)

12. The Receiver recommends that the Court grant the proposed Distribution and Ancillary Order authorizing the distributions, subject to and in accordance with the terms thereof, for the following reasons:
- (a) the proposed Distribution and Ancillary Order will permit the timely distribution of the Sale Proceeds to stakeholders and creditors with recognized priority claims without waiting for the conclusion of the Receivership Proceedings, amounts owing to creditors will otherwise continue to accrue;

- (b) as set out in the First Report, BD&P has reviewed RBC's security documentation and has confirmed that RBC holds valid and enforceable security against the Debtors;
 - (c) the Receiver will be entitled to hold back such amounts as it considers necessary or appropriate to satisfy any claims that rank in priority to RBC, and to fund these proceedings; and
 - (d) the distribution framework appropriately contemplates payment of claims that rank in priority to RBC.
13. Accordingly, the Receiver respectfully submits that the proposed distribution of the net proceeds of the Transaction is appropriate in the circumstances.

Approval of Activities and Fees

14. The Court has inherent jurisdiction to review and approve or disapprove 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 set out in its report to the court.
- [Leslie & Irene Dube Foundation Inc. v. P218 Enterprises Ltd.](#), 2014 BCSC 1855 at para 55, citing *Bank of America Canada v. Willann Investments Ltd.*, [1993] OJ No 1647 (Ct J) at paras. 3-5, aff'd [1996] OJ No 2806 (CA); *Lang Michener v. American Bullion Minerals Ltd*, [2005 BCSC 684](#) at para 21.*
15. The Receiver's actions and activities as described in the First Report have been carried out diligently, appropriately, and in a manner that is consistent with its mandate and powers under the Receivership Order and in accordance with the provisions of the BIA.
16. Pursuant to Section 20 of the Receivership Order, the Receiver and its counsel are granted a charge on the Property for security for the payment of their fees and disbursements, in each case at their standard rates and charges.
17. Pursuant to Section 21 of the Receivership Order, the Receiver and its counsel are required to pass their accounts from time to time.

18. A summary of the fees and disbursements of the Receiver and BD&P, incurred at their ordinary hourly rates, is included at Sections 11.1 and 11.2 of the First Report and the Knight Affidavit. The Receiver respectfully submits that the fees were validly incurred in the course of the Receivership and are reasonable in the circumstances.
19. Based on the foregoing, the Receiver respectfully request that its actions and accounts to date in respect of its administration of these receivership proceedings be approved, and the First Report including the statements of receipts and disbursements and the activities of the Receiver described therein, be approved.

Sealing Order

20. In *Sierra Club of Canada v Canada (Minister of Finance)*, the Supreme Court of Canada set out the following two-part confidentiality test (the "**Sierra Test**") to be applied when determining whether public access to a court document should be restricted:
 - (a) is the order necessary to prevent a serious risk to an important interest, including a commercial interest, in the context of litigation because reasonably alternative measures will not prevent the risk; and
 - (b) do the salutary effects of the sealing order, including the effects on the right of civil litigants to a fair trial, outweigh its deleterious effects, including the effects on the right to free expression, which in this context includes the public interest in open and accessible court proceedings?

Sierra Club of Canadas v Canada (Minister of Finance),
2002 SCC 41 at para 53.

21. The *Sierra Test* was recently reviewed in *Sherman Estate v Donovan*, where the Supreme Court of Canada held that the *Sierra Test*, which "continues to be an appropriate guide for judicial discretion", was predicated "upon three core prerequisites" around which the test should be recast. In *Sherman Estate*, the Court found that a confidentiality order is appropriate where:
 - (a) court openness poses a serious risk to an important public interest;
 - (b) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and

(c) as a matter of proportionality, the benefits of the order outweigh its negative effects.

Sherman Estate v Donovan, 2021 SCC 25
("Sherman Estate") at paras 38, 43.

22. In the insolvency context, it is common when assets are being sold pursuant to a court process to seal various bids and other commercially sensitive material, such as valuations, in case a further bidding process is required should the transaction being approved falls through.

Long Run Exploration Ltd. (Re), 2024 ABKB 710.

23. The salutary effects of sealing the information contained in the Confidential Supplements from the public record greatly outweigh the deleterious effects of doing so under the circumstances. The Receiver is not aware of any party that will be prejudiced if the information in the Confidential Supplements is sealed or any public interest that will be served if such details are disclosed in full.

24. The Receiver submits that in these circumstances it is necessary to seal the Confidential Supplements to prevent a real and substantial risk of harm to commercial interest.

PART 4: MATERIAL TO BE RELIED ON

1. Receivership Order made April 1, 2026.
2. First Report of the Receiver, to be filed.
3. Affidavit of Jason Knight sworn October 8, 2026.
4. First Confidential Supplement to the First Report.
5. Second Confidential Supplement to the First Report.

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 21 business days after service of this notice of application, serve the following on the applicant and on every other party of record:

- (a) a copy of your unfiled application response;

- (b) a copy of the affidavits or other evidence that you intend to refer to at the hearing of this application and that has not already been served on that person;
- (c) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Date: October 9, 2026

Signature of

☐

Applicant

☒

Lawyer for applicant(s)

David LeGeyt

[type or print name]

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 o 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

APPENDIX "A"
VESTING ORDER

(see attached)

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

-and-

MAVERICK ESTATE WINERY INC. and MAVERICK VINEYARDS INC.

Defendants

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE JUSTICE
J.M. GROPPER

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October 19, 2026

UPON THE APPLICATION by AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.) in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Maverick Estate Winery Inc. and Maverick Vineyards Inc. (collectively, the "**Debtors**") coming on for hearing at Vancouver British Columbia, on the 19th day of October, 2026;

AND UPON HEARING the submissions of counsel for the Receiver and those other counsel listed on **Schedule "A"** hereto, and no one appearing for _____, although duly served;

AND UPON READING the material filed, including the First Report of the Receiver dated October 9, 2026 (the "**Report**");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase and Sale Agreement dated September 29, 2026 (the "**Sale Agreement**") between the Receiver and 1605274 B.C. LTD. (the "**Purchaser**"), a copy of which is attached as Appendix "E" to the Report is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement as the "Assets", as more particularly described in **Schedule "C"** hereto (the "**Purchased Assets**").
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser (in the case of the Lands, in fee simple), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Order of this Court dated April 1, 2026;
 - (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system, including the registrations listed in Part 2 of Schedule "D" hereto; and

- (c) those Claims listed on **Schedule "D"** hereto (all of which are collectively referred to as the **"Encumbrances"**, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "E"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
- 3. Upon presentation for registration in the Land Title Office for the Land Title District of Kamloops of a certified copy of this Order, together with a letter from Burnet, Duckworth & Palmer LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter the Purchaser as the owner of the Lands, as identified in **Schedule "F"** hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and
 - (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in **Schedule "E"**.
- 4. Upon presentation to the Registrar of the Manufactured Home Registry of a certified copy of this Order, together with such application as the Registrar may require, the Registrar is hereby directed to register the Purchaser as the owner of the manufactured home(s) located on the Lands free and clear of the Encumbrances.
- 5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they

had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

6. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
7. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(1)(o) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees, and all customer, wine club membership and other personal information forming part of the Business Records (as defined in the Sale Agreement). The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.
8. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on **Schedule "E"**.
9. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
10. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Debtors now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
12. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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

☐ Party ☒ Lawyer for the Receiver

David LeGeyt

BY THE COURT

REGISTRAR

Schedule "A"
Service List

(see attached)

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

PLAINTIFF

AND:

MAVERICK ESTATE WINERY INC.
MAVERICK VINEYARDS INC.

DEFENDANTS

SERVICE LIST

(Receiver's Website: <https://cdncases.alixpartners.com/experience/case/maverick>)

NAME OF COUNSEL	PARTIES
Dentons Canada LLP 20 th Floor – 250 Howe Street, Vancouver, BC V6C 3R8 Attention: Jordan Schultz and Nicholas Tsang Email: jordan.schultz@dentons.com nicholas.tsang@dentons.com nav.sidhu@dentons.com Telephone: (604) 691-6452 (604) 622-5177	<i>Counsel for Royal Bank of Canada</i>
AlixPartners Restructuring, Inc. Suite 1165 – 324 8 th Avenue SW, Box 129 Calgary, AB T2P 2Z2 Attention: Jason Knight, Ross Graham and Nathan Laraia Email: jason.knight@alixpartners.com ross.graham@alixpartners.com nathan.laraia@alixpartners.com	<i>Receiver of Maverick Estate Winery Inc. and Maverick Vineyards Inc.</i>

NAME OF COUNSEL	PARTIES
Burnet, Duckworth & Palmer LLP #2400 – 525 8th Avenue SW, Calgary, AB T2P 1G1 Attention: Ryan Algar David LeGeyt Jessica MacKinnon Email: ralgar@bdplaw.com dlegeyt@bdplaw.com jmackinnon@bdplaw.com Telephone: (403) 260-0126	<i>Counsel for the Receiver</i>
Gehlen Dabbs Cash LLP 1201 – 1030 West Georgia Street, Vancouver, BC V6E 2Y3 Attention: Carol Cash Email: cc@gdlaw.ca	<i>Counsel for Thomas Andrew Windsor</i>
Pushor Mitchell LLP #301 – 1665 Ellis Street, Kelowna, BC V1Y 2B3 Attention: Eric Ledding Email: ledding@pushormitchell.com service@pushormitchell.com nolan@pushormitchell.com	<i>Counsel for Maverick Estate Winery Inc. and Maverick Vineyards Inc.</i>
Jan Nelson Email: jan.nelson.0601@gmail.com	<i>Service via Email</i>
Town of Oliver PO Box 638, 6150 Main Street, Oliver, BC V0H 1T0 Attention: John Kurvink, CFO Email: jkurvink@oliver.ca	<i>Service via Email</i>
Community Futures Development Corporation of Okanagan Similkameen 102-3115 Skaha Lake Rd. Penticton, BC V2A 5G6 Email: Manager@cfokanagan.com info@cfokanagan.com	<i>Service via Email</i>

NAME OF COUNSEL	PARTIES
His Majesty the King in right of the Province of British Columbia Ministry of Attorney General Legal Services Branch PO Box 9290 STN PROV GOVT Victoria, BC V8W 9J7 Attention: Andrea Glen Email: AGLSBRevTaxInsolvency@gov.bc.ca	<i>Service via Email</i>
Liquor & Cannabis Regulation Branch 400-645 Tyee Road Victoria, British Columbia V9A 6X5 Attention: Matthew Ekman/ Esther Bendall Email: Matthew.1.Ekman@gov.bc.ca Esther.Bendall@gov.bc.ca	
DLA Piper (Canada) LLP Suite 2700 – 10220 103rd Ave NW Edmonton, AB T5J 0K4 Attention: Veronica Montiero Email: veronica.monteiro@ca.dlapiper.com	<i>Counsel to the Proposed Purchaser</i>
Bob Shaunessy Email: bshaunessy@gmail.com	<i>Service via Email</i>

EMAIL SERVICE LIST:

jordan.schultz@dentons.com; nicholas.tsang@dentons.com; nav.sidhu@dentons.com;
jason.knight@alixpartners.com; ross.graham@alixpartners.com; nathan.laraia@alixpartners.com;
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AGLSBRevTaxInsolvency@gov.bc.ca; Matthew.1.Ekman@gov.bc.ca; Esther.Bendall@gov.bc.ca;
veronica.monteiro@ca.dlapiper.com; bshaunessy@gmail.com;

cc: ralgar@bdplaw.com; dlegety@bdplaw.com; jmackinnon@bdplaw.com

Schedule "B"
Receiver's Certificate

Action No. S261982
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

-and-

MAVERICK ESTATE WINERY INC. and MAVERICK VINEYARDS INC.

Defendants

RECEIVER'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Fowler of the Supreme Court of British Columbia (the "**Court**"), dated April 1, 2026, KSV Restructuring Inc. (now AlixPartners Restructuring, Inc.) was appointed as the receiver and manager (the "**Receiver**") of the undertakings, property and assets of Maverick Estate Winery Inc. and Maverick Vineyards Inc. (collectively, the "**Debtors**").
- B. Pursuant to an Order of the Honourable Justice Gropper dated October 19, 2026, the Court approved the Asset Purchase and Sale Agreement dated September 29, 2026 (the "**Sale Agreement**") between the Receiver and 1605274 B.C. Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the

payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 8 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 8 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser, as applicable; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

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ALIXPARTNERS RESTRUCTURING, INC., in its capacity as Receiver and Manager of MAVERICK ESTATE WINERY INC. and MAVERICK VINEYARDS INC., and not in its personal or corporate capacity.

Per:

Name: Jason Knight

Title: Managing Director

Schedule "C"
Purchased Assets

All of the Debtors' right, title, estate and interest in and to the "Assets" (as defined in the Sale Agreement), including:

- (a) the Lands;
- (b) all buildings, erections, structures, systems, fixtures and other improvements to and located on the Lands owned by the Debtors or either of them (the "**Improvements**");
- (c) the Equipment, Inventory Assets, Intellectual Property, Permits and Licenses (including the Winery License, to the extent transferable), Business Records and Warranties, each as defined in the Sale Agreement;
- (d) the manufactured home(s) (as defined in the *Manufactured Home Act* (British Columbia)) located on the Lands; and
- (e) the Assumed Contracts (as defined in the Sale Agreement),

but excluding the Excluded Assets (as defined in the Sale Agreement).

Schedule "D"
Claims to be Deleted/Expunged

Registrations in the Land Title Office to be Cancelled from Title to the Lands

Parcel 003-005-798		
Instrument No.	Date and Time	Description
CA8158220	2020-04-27 14:50	MORTGAGE
CA8158221	2020-04-27 14:50	ASSIGNMENT OF RENTS

Schedule "E"
Permitted Encumbrances, Easements and Restrictive Covenants
Related to Real Property

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.
2. Any registrations or encumbrances by or on behalf of the Purchaser.
3. Those implied by law.
4. The following specific encumbrances:

003-005-798		
Instrument No.	Date	Description
KK42849	1996-05-27 09:55	STATUTORY RIGHT OF WAY
LB351145	2009-11-10 12:23	STATUTORY RIGHT OF WAY
CA5497667	2016-09-13 08:37	STATUTORY RIGHT OF WAY

Schedule "F"
Land Description

- (a) Parcel identifier: 003-005-798
LOT 1 DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT
PLAN 34148.

APPENDIX "B"
DISTRIBUTION AND ANCILLARY ORDER

(see attached)

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

-and-

MAVERICK ESTATE WINERY INC. and MAVERICK VINEYARDS INC.

Defendants

DISTRIBUTION AND ANCILLARY ORDER

BEFORE THE HONOURABLE JUSTICE
J.M. GROPPER

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October 19, 2026

UPON THE APPLICATION of AlixPartners Restructuring, Inc. ("**AlixPartners**") in its capacity as receiver and manager (AlixPartners in such capacity, the "**Receiver**") of the assets, undertakings and property of Maverick Estate Winery Inc. and Maverick Vineyards Inc. (together, the "**Debtors**") for a hearing at Vancouver, British Columbia on October 19, 2026;

AND UPON HEARING David LeGeyt, counsel for the Receiver, and those counsel listed on **Schedule "A"** hereto; AND UPON reading the materials filed, including the Receiver's First Report dated October 9, 2026 (the "**First Report**"), the First Confidential Supplement to the First Report, the Second Confidential Supplement to the First Report and the Affidavit of Jason Knight sworn October 8, 2026;

AND UPON READING the Order of the Honourable Justice Gropper granted on October 19, 2026, approving a sale transaction in respect of certain assets of the Debtors (the "**Transaction**");

THIS COURT ORDERS AND DECLARES THAT:

1. The activities of the Receiver as set out in the First Report are ratified and approved.
2. The fees and disbursements of the Receiver and its counsel, Burnet, Duckworth & Palmer LLP, as set out in the First Report are ratified and approved.
3. Subject to the retention of any holdbacks that the Receiver considers necessary or appropriate to satisfy priority claims against the Property and/or to fund these proceedings, including, without limitation, the fees of the Receiver, BD&P, and other agents of the Receiver, the Receiver is authorized and directed to distribute the net proceeds of the Transaction contemplated by the purchase and sale agreement dated September 29, 2026, between the Receiver, and 1605274 B.C. Ltd. (the "**APS**"), as follows:
 - (a) First, repayment of amounts borrowed by the Receiver pursuant to paragraph 23 of the Receivership Order;
 - (b) Second, in payment of all outstanding property taxes outstanding on the sale of the Lands legally described as Lot 1, District 206 Similkameen Division Yale District Plan EPP22407 (PID: 028-974-778);
 - (c) Third, the compensation owing to Colliers Macaulay Nicolls Inc. dated May 29, 2026; and
 - (d) Fourth, to Royal Bank of Canada ("**RBC**"), up to the RBC Indebtedness (as defined in the First Report)(collectively, the "**Distributions**").

4. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of the Debtors now or hereafter made pursuant to the Bankruptcy and Insolvency Act and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made by or in respect of the Debtors,

the Distributions made pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the Bankruptcy and Insolvency Act or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

5. 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.

BY THE COURT

Registrar

Signature of Lawyer for the Receiver
Lawyer: David LeGeyt

Schedule "A"
Counsel List

APPENDIX "C"
SEALING ORDER

(see attached)

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

-and-

MAVERICK ESTATE WINERY INC. and MAVERICK VINEYARDS INC.

Defendants

SEALING ORDER

BEFORE THE HONOURABLE JUSTICE
J.M. GROPPER

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October 19, 2026

UPON THE APPLICATION of AlixPartners Restructuring, Inc. ("**AlixPartners**") in its capacity as receiver and manager (AlixPartners in such capacity, the "**Receiver**") of the assets, undertakings and property of Maverick Estate Winery Inc. and Maverick Vineyards Inc. (together, the "**Debtors**"),

☒ coming on for hearing at Vancouver, British Columbia, on the 19th day of October, 2026;

AND UPON HEARING David LeGeyt, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto;

☐ without notice coming on for hearing at _____ on dd/mmm/yyyy and on hearing

THIS COURT ORDERS THAT:

1. The following documents be sealed by the Registrar of this Honourable Court for the duration noted:

Description:	Date filed, If applicable	Number of copies filed, including any extra copies for the judge	Duration of sealing order: <i>[until further order of the Court; until the first day of trial; or until a specific date]</i>	Sought	Granted	
					YES	NO
1a) Specific documents:						
The First Confidential Supplement to the Receiver's First Report to Court, dated October 9, 2026	October 9, 2026	1	Further order of the Court	☒	☐	☐
The Second Confidential Supplement to the Receiver's First Report to Court, dated October 9, 2026	October 9, 2026	1	The earlier of: (i) discharge of the Receiver; or (ii) further order of the Court	☒	☐	☐
1b) Entire court file				☐	☐	☐
2) Other court records stored by the court: <i>[e.g. court clerk's log notes, court audio recording]</i>				☐	☐	☐
3) Orders <i>[please specify]</i>				☐	☐	☐
4) Reasons for Judgment				☐	☐	☐

2. The applicant must file redacted versions of:

(a) N/A

3. Access to the sealed items is restricted to the following persons:

(a) ☒ Parties

(b) ☐ Counsel for a party

(c) ☒ Others: this Honourable Court

4. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is hereby dispensed with.

BY THE COURT

Registrar

Signature of Lawyer for the Receiver
Lawyer: David LeGeyt

Schedule "A"
Counsel List
