SUPREME COURT
OF
BRITISH COLUMBIA
SEAL
17-Nov-26
Vancouver
REGISTRY

No. S-268158
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

PNC BANK, NATIONAL ASSOCIATION AND PNC BANK CANADA BRANCH

PETITIONERS

AND

BRIAN JACOB FEHR, PEAK NORTH AMERICA HOLDINGS LTD., PEAK NORTH AMERICA CONSTRUCTION LTD., 0960670 B.C. LTD., HEARTLAND STEEL STRUCTURES LTD., HSSL CAPITAL CORP., PEAK NA ENERGY LTD., PEAK NORTH AMERICA MANUFACTURING LTD., PEAK NORTH AMERICA PROPERTIES LTD., WOODPRO ENGINEERING LTD., RALLY MANAGEMENT SERVICES LTD., 596848 BRITISH COLUMBIA LTD., COLUMBIA LAKE HOLDINGS LTD., CF BIDCO PROPERTY HOLDINGS LTD., HILL AVIATION CENTRE INC., B&D FEHR HOLDINGS LTD., HEADWATERS HOLDING COMPANY LTD., COLUMBIA LAKE RANCH LTD., 1126486 B.C. LTD., BRIAN FEHR GROUP HOLDINGS LTD. AND WILLOWCALE STORAGE INC.

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE JUSTICE FITZPATRICK) November 13, 2026

ON THE APPLICATION of PNC Bank, National Association and PNC Bank Canada Branch (together, the "**Petitioners**") for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") appointing AlixPartners Restructuring, Inc. ("**AlixPartners**") as Receiver (in such capacity, the "**Receiver**") without security, of all of the Property (as defined in Paragraph 2 herein) of Brian Jacob Fehr, Peak North America Holdings Ltd., Peak North America Construction Ltd., 0960670 B.C. Ltd., Heartland Steel Structures Ltd., HSSL Capital Corp., Peak NA Energy Ltd., Peak North America Manufacturing Ltd., Peak North America Properties Ltd., Woodpro Engineering Ltd., Rally Management Services Ltd., 596848 British Columbia Ltd., Columbia Lake Holdings Ltd., CF Bidco Property Holdings Ltd., Hill Aviation Centre Inc., B&D Fehr Holdings Ltd., Headwaters Holding Company Ltd., Columbia Lake Ranch Ltd., Brian Fehr Group Holdings Ltd. and 1126486 B.C. Ltd. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtor was heard this 13th day of November, 2026 at 800 Smithe Street, Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Christopher B. Gribble dated October 30, 2026, Affidavit #1 of Nancy Thompson dated October 30, 2026, Affidavit #2 of Nancy Thompson dated October 30, 2026, Confidential Affidavit #2 of Christopher B. Gribble, dated October 30, 2026 and the consent of AlixPartners to act as the Receiver dated November 10, 2026; AND ON HEARING Jake Harris, Counsel for the Petitioners, Geoffrey Dabbs, Counsel for the Respondents and other counsel as listed on **Schedule** "**A**" hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

SERVICE

1. The time for service of the petition for this Order is hereby abridged, and the application is properly returnable today.

APPOINTMENT

2. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, AlixPartners Restructuring, Inc. is appointed Receiver, without security, of the following property of the Debtors:

   (a) all the assets, undertakings and properties (collectively, the "**Peak Property**") of Peak North America Holdings Ltd., Peak North America Construction Ltd., 0960670 B.C. Ltd., Heartland Steel Structures Ltd., HSSL Capital Corp., Peak NA Energy Ltd., Peak North America Manufacturing Ltd., Peak North America Properties Ltd. and Woodpro Engineering Ltd. (collectively, the "**Peak Entities**");

   (b) all the right, title and interest of the applicable Debtors in the real property set out in **Schedule** "**B**" hereto (collectively, the "**Real Property**"); and

   (c) all the right, title and interest in the pledged property of the applicable Debtors set out in **Schedule** "**C**" hereto (the "**Share Property**" and, together with the Peak Property and the Real Property, the "**Property**").

RECEIVER'S POWERS

3. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

   (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or in respect of the Property, including, without limitation, the Peak Entities' bank accounts, wherever located;

   (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;

   (c) to manage, operate and carry on the business of any of the Peak Entities;

   (d) to engage, or continue the engagement of, consultants, appraisers, agents, experts, auditors, accountants, managers, contractors, real estate brokers, counsel and any such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of any of the Peak Entities or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to any of the Peak Entities and to exercise all rights and remedies of any of the Peak Entities in collecting these amounts, including, without limitation, enforcement of any security held by any of the Peak Entities;

(g) to receive and collect all rent now owed or hereafter owing in respect of the Real Property to any of the Debtors and to exercise all rights and remedies of any of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by any of the Debtors;

(h) to settle, extend or compromise any indebtedness owing to any of the Peak Entities;

(i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the Debtors, for any purpose pursuant to this Order;

(j) to undertake environmental studies, other reports customary in respect of the sale of Real Property, or workers' health and safety assessments of the Property;

(k) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of any of the Peak Entities, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

(l) to market any or all of the Property, including by advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;

(m) to enter into any agreements, incur any obligations in the ordinary course of business, facilitate repairs or environmental assessments of or in respect of the Property, cease to carry on all or any part of the business of the Peak Entities, or cease to perform, terminate or disclaim any contracts of any of the Peak Entities or otherwise in respect of the Property;

(n) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of a single transaction for consideration up to $11,000, provided that the aggregate consideration for all such transactions does not exceed $100,000; and

(ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above, provided however that, solely in respect of any parcel of the Real Property over which Royal Bank of Canada or Farm

Credit Canada hold a mortgage, the approval of Royal Bank of Canada or Farm Credit Canada, as applicable, shall be required,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

(o) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;

(p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate, and to conduct any investigations associated with the Peak Entities' business or the Property as the Receiver deems appropriate;

(q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(r) to apply for any permits, licences, approvals or permissions, and any renewals thereof, and to make any filings, in each case, as may be required by any governmental authority for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of any of the Peak Entities or in respect of any of the Property;

(s) to enter into agreements with any trustee in bankruptcy appointed in respect of any of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by any of the Debtors;

(t) to exercise any shareholder, partnership, joint venture, contractual, statutory, or other rights which any of the Debtors may have; and

(u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, agreements, orders, corporate and accounting records, insurance policies, permits, licenses, and any other papers, records, information, and cloud-based data of any kind related to the business or affairs of the Debtors or the Property, and any computer programs, computer tapes, computer disks, cloud, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.

6. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities (in each case within the timeframe specified by the Receiver in writing or such other timeframe as may be agreed between the Receiver and such Person), provided however that nothing in paragraphs 5, 6 or 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer, in the cloud or in or on other electronic systems of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer, cloud, or other system and providing the Receiver with any and all access codes, account names and account numbers, or other account credentials that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE PEAK ENTITIES OR THE PROPERTY

9. No Proceeding against or in respect of any of the Peak Entities or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of any of the Peak Entities or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall

be taken in respect of the Proceeding except for service of the initiating documentation on the applicable Debtor and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Peak Entities, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Peak Entities to carry on any business which the Peak Entities are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Peak Entities, or in respect of the Property, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with any of the Peak Entities or any of the Debtors with respect to the Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, repair and maintenance services, accounting services, centralized banking services, payroll and benefits services, warranty services, insurance, transportation services, utility or other services to any of the Peak Entities, or in respect of the Property, are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Peak Entities' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the applicable Peak Entity or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net

of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to the employees' right to terminate their employment, all employees of the Peak Entities shall remain the employees of the Peak Entities until such time as the Receiver, on the applicable Peak Entity's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Peak Entities, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

15. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the applicable Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

17. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

18. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:

    (a) before the Receiver's appointment; or

    (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

19. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

20. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:

    (a) any gross negligence or wilful misconduct on its part, as determined pursuant to a final order of this Court; or

    (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

    Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

21. The Receiver and its legal counsel are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person served with the Petition, but subject to the charges, if any, created pursuant to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

23. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person served with this Petition, but subordinate in priority to the Receiver's Charge and the charges, if any, created pursuant to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

25. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. The Receiver is authorized to issue certificates substantially in the form annexed as **Schedule "D"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

27. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

28. The fees and disbursements secured by the Receiver's Charge shall not be allocated in any manner against a specific parcel of the Real Property against which two or more of Royal Bank of Canada, Farm Credit Canada and the Petitioners hold security, without the written agreement of Royal Bank of Canada, Farm Credit Canada, the Petitioners and the Receiver, as applicable, or further order of this Court, sought on not less than seven (7) days notice to the affected secured parties.

29. The issuance of this Order by this Court shall not prejudice the right of any interested party to advance any argument with respect to the allocation of the Receiver's Charge in any manner.

SERVICE AND NOTICE OF MATERIALS

30. The Receiver shall establish and maintain a website in respect of these proceedings (the "**Website**") and shall post there as soon as practicable:

    (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,

(b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

31. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Petitioners a demand for notice in the form attached as **Schedule "E"** hereto (the "**Demand for Notice**"). The Receiver and the Petitioners need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Petitioners from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

32. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.

33. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

34. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crown in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.

35. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

JUDGMENT AND COSTS

36. The Petitioners are hereby granted judgment against the Respondents in the following amounts, together with interest thereon to the date of judgment and the Petitioners' costs of and in relation to these proceedings, as above:

(a)	Brian Jacob Fehr:	USD $16,390.766.18;
(b)	Peak North America Holdings Ltd.:	USD $16,390.766.18;
(c)	Peak North America Construction Ltd.:	USD $16,390.766.18;

(d)	0960670 B.C. Ltd.:	USD $16,390.766.18;
(e)	Heartland Steel Structures Ltd.:	USD $16,390.766.18;
(f)	HSSL Capital Corp.:	USD $16,390.766.18;
(g)	Peak NA Energy Ltd.:	USD $16,390.766.18;
(h)	Peak North America Manufacturing Ltd.:	USD $16,390.766.18;
(i)	Peak North America Properties Ltd.:	USD $16,390.766.18;
(j)	Woodpro Engineering Ltd.:	USD $16,390.766.18;
(k)	Rally Management Services Ltd.:	USD $16,390.766.18;
(l)	596848 British Columbia Ltd.:	USD $16,390.766.18;
(m)	Columbia Lake Holdings Ltd.:	USD $16,390.766.18;
(n)	CF Bidco Property Holdings Ltd.:	USD $16,390.766.18;
(o)	Hill Aviation Centre Inc.:	USD $16,390.766.18;
(p)	B&D Fehr Holdings Ltd.:	USD $16,390.766.18;
(q)	Headwaters Holding Company Ltd.:	USD $16,390.766.18;
(r)	Columbia Lake Ranch Ltd.:	USD $16,390.766.18;
(s)	1126486 B.C. Ltd.:	USD $16,390.766.18;
(t)	Brian Fehr Group Holdings Ltd.	USD $16,390.766.18; and
(u)	Willowcale Storage Inc.:	USD $16,390.766.18;

GENERAL

37. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

38. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

39. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

40. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, 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 such

courts, tribunals and regulatory and administrative bodies are 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.

41. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

42. The Petitioners shall have their costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioners' security or, if not so provided by the Petitioners' security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

43. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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

APPROVED BY:

Jake Harris

Signature of Jake Harris, lawyer for the Petitioners

BY THE COURT

Digitally signed by Fitzpatrick, J

DISTRICT REGISTRAR



SCHEDULE "A"

LIST OF COUNSEL

Counsel/Person Appearing	Party Represented
Jake Harris and Chris Burr	Petitioners
Geoffrey Dabbs	Respondents
Mary Buttery and Emma Newbery	Receiver
Jef Poulsen	Royal Bank of Canada
Stephen Kroeger	Farm Credit Canada
Harvey Chaiton	Trisura Guarantee Insurance Company

SCHEDULE "B"

Real Property

PID	Street Address	Legal Description	Owner
010-441-654	9006 GRAINGER RD	Lot 1 District Lot 110 Kootenay District Plan 14705 Except Plans EPP84547 EPP108805, EPP148375, EPP129118	CF BidCo Property Holdings Ltd.
025-086-693	9105 CANAL FLATS E FRONTAGE	Lot 2 District Lot 110 Kootenay District Plan NEP69333	Headwaters Holding Company Ltd.
025-086-685	9103 CANAL FLATS E FRONTAGE RD	Lot 1 District Lot 110 Kootenay District Plan NEP69333	B&D Fehr Holdings Ltd.
030-943-574	8950 GRAINGER RD	Lot A District Lot 110 Kootenay District Plan EPP91511 Except Plan EPP129118	CF BidCo Property Holdings Ltd.
030-943-582	4980 BAILLIE GROHMAN AVE	Lot B District Lot 110 Kootenay District Plan EPP91511 Except Plan EPP102339	CF BidCo Property Holdings Ltd.
030-943-591	8850 GRAINGER RD	Lot C District Lot 110 Kootenay District Plan EPP91511	CF BidCo Property Holdings Ltd.
031-174-558	BEATTY AVE	Lot D District Lot 110 Kootenay District Plan EPP102338	CF BidCo Property Holdings Ltd.
010-683-119	9085 MCGEE RD	Lot 48 District Lot 110 Kootenay District Plan 1738 Except Plan R348	Brian Fehr
012-948-446	144 W COLUMBIA	Lot 9 Block 1 Section 9 Township 11 Range 5 Coast District Plan 1207	B&D Fehr Holdings Ltd.
012-948-519	144 COLUMBIA ST W	Lot 8 Block 1 Section 9 Township 11 Range 5 Coast District Plan 1207	B&D Fehr Holdings Ltd.
014-441-977	9115 HIGHWAY 93/95	Lot A District Lot 110 Kootenay District Plan 5402	B&D Fehr Holdings Ltd.
015-783-189	4957 BURNS AVE	Lot 7 Block 5 District Lot 110 Kootenay District Plan 1708	Columbia Lake Holdings Ltd.
026-819-775	308 Tatchell Rd	Lot H District Lot 5442 Cariboo District Plan BCP26286	Brian Fehr
028-005-953	8799 GRAINGER RD	Lot 24 District Lot 110 Kootenay District Plan NEP89638	Brian Fehr
009-397-507	4374 HARDIE CREEK RD	Lot 2 District Lot 1065A and 4596 Kootenay District Plan 10405	Columbia Lake Ranch Ltd.

010-149-384	7961 HIGHWAY 93/95	Parcel A (See 18876I) of District Lot 663 Kootenay District	Columbia Lake Ranch Ltd.
010-149-422	HIGHWAY 93/95	Parcel A (See 11640I) of District Lot 664 Kootenay District	Columbia Lake Ranch Ltd.
010-798-510	8140 HIGHWAY 93/95	District Lot 287 Kootenay District Except (1) Part Included in RW Plan 1203 (2) Parcel A (See 143816I) and (3) Parts Included in Plans 5053 and 5530 As to an undivided 2/3 interest	Columbia Lake Ranch Ltd.
016-408-047	4480 COLUMERE RD	Sublot 1 District Lot 344 Kootenay District Except Parts Included in Plans 4411, EPP29926, EPP29927 and R347	Columbia Lake Ranch Ltd.
016-408-292	5706 HIGHWAY 93/95	Sublot 8 District Lot 344 Kootenay District Except Part Included in Plans 4411 and R347	Columbia Lake Ranch Ltd.
011-083-191	6079 HIGHWAY 93/95	Sublot 19 District Lot 4596 Kootenay District Plan X32, Except Parts Included in Plans 7339, 8490, 16995, NEP66894 and R347	596848 British Columbia Ltd.
030-334-781	34531 UPPER FRASER ROAD	Lot 2 District Lot 3063 Cariboo District Plan EPP71221	Rally Management Services Ltd.
030-334-772	UPPER FRASER RD	Lot 1 District Lot 3063 Cariboo District Plan EPP71221	Rally Management Services Ltd.
010-730-427	UPPER FRASER RD	Block A of District Lot 3063 Cariboo District	Rally Management Services Ltd.
011-686-626	UPPER FRASER RD	Lot 2 District Lot 3063 Cariboo District Plan 16814	Rally Management Services Ltd.

SCHEDULE "C"

Share Property

Pledgor	Pledgee	Description of Shares
Rally Management Services Ltd.	Brian Fehr Group Holdings Ltd.	1 Class C Non-Voting Preference Share of Brian Fehr Group Holdings Ltd.
B&D Fehr Holdings Ltd.	Headwaters Holding Company Ltd.	100% of the issued and outstanding Securities of Headwaters Holding Company Ltd. (30 Securities)
B&D Fehr Holdings Ltd.	Columbia Lake Ranch Ltd.	100% of the issued and outstanding Securities of Columbia Lake Ranch Ltd. (2 Securities)
1126486 B.C. Ltd.	CF BidCo Property Holdings Ltd.	100% of the issued and outstanding Securities of CF BIDCO Property Holdings Ltd. (100 Securities)
CF BidCo Property Holdings Ltd.	Rally Management Services Ltd.	8.1% of the issued and outstanding Securities of Rally Management Services Ltd. (1,100 Class C Non-Voting Preference Shares Without Par Value)
Brian Fehr Group Holdings Ltd.	Peak Renewables Ltd.	100% of the issued and outstanding Securities of Peak Renewables Ltd. (1 Class B Common Share)
		1 Class D Preferred Share 500 Class E Preferred Shares 250 Class F Preferred Shares 10 Class G Preferred Shares
Brian Fehr Group Holdings Ltd.	Peak North America Holdings Ltd.	75% of the issued and outstanding Securities of Peak North America Holdings Ltd. (900 Common Shares, 400 Common Shares, and 200 Common Shares)
		7,445,901 Class A Non-Voting Preferred Shares
Brian Fehr Group Holdings Ltd.	1214290 B.C. Ltd.	69.7% of the issued and outstanding Securities of 1214290 B.C. Ltd. (69.7 Class A Voting Common Shares)
		391,180.5 Class E Preferred Shares 1 Class F Preferred Share

Brian Fehr Group Holdings Ltd.	PCT Holdings Ltd.	100% of the issued and outstanding Securities of PCT Holdings Ltd. (78 Class A Common Shares, 39 Class B Common Shares, 39 Class C Common Shares)
Brian Fehr Group Holdings Ltd.	BDDK US Holdings, Inc.	100% of the issued and outstanding Securities of BDDK US Holdings, Inc. (100 Common Shares)
596848 British Columbia Ltd.	Rally Management Services Ltd.	91.9% of the issued and outstanding Securities of Rally Management Services Ltd. (12,478.3324 Securities)
596848 British Columbia Ltd.	Columbia Lake Holdings Ltd.	100% of the issued and outstanding Securities of Columbia Lake Holdings Ltd. (85.2 Securities)
596848 British Columbia Ltd.	Hill Aviation Centre Inc.	100% of the issued and outstanding Securities of Hill Aviation Centre Inc. (200 Securities)
596848 British Columbia Ltd.	Willowcale Storage Inc.	100% of the issued and outstanding Securities of Willowcale Storage Inc. (1 Security)
596848 British Columbia Ltd.	1126486 B.C. Ltd.	100% of the issued and outstanding Securities of 1126486 B.C. Ltd. (200 Securities)
596848 British Columbia Ltd.	B&D Fehr Holdings Ltd.	50% of the issued and outstanding Securities of B&D Fehr Holdings Ltd. (50 Securities)
596848 British Columbia Ltd.	1352177 B.C. Ltd.	40% the issued and outstanding Securities of 1352177 B.C. Ltd. (40 Class A Securities, 40 Class B Securities)

SCHEDULE "D"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $ _____

1. THIS IS TO CERTIFY that AlixPartners Restructuring, Inc., the Receiver (the "**Receiver**") of all of the assets, undertakings and properties of Brian Jacob Fehr, Peak North America Holdings Ltd., Peak North America Construction Ltd., 0960670 B.C. Ltd., Heartland Steel Structures Ltd., HSSL Capital Corp., Peak NA Energy Ltd., Peak North America Manufacturing Ltd., Peak North America Properties Ltd., Woodpro Engineering Ltd., Rally Management Services Ltd., 596848 British Columbia Ltd., Columbia Lake Holdings Ltd., CF Bidco Property Holdings Ltd., Hill Aviation Centre Inc., B&D Fehr Holdings Ltd., Headwaters Holding Company Ltd., Columbia Lake Ranch Ltd., Brian Fehr Group Holdings Ltd. and 1126486 B.C. Ltd. (collectively, the "**Debtors**") set out in Paragraph 1 of the Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the [•] day of [•], 2026 (the "**Order**") made in SCBC Action No. _____ and/or SCBC Action No. _____/Estate No. _____ and acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 202__.

AlixPartners Restructuring, Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:
Name:
Title:

SCHEDULE "E"

DEMAND FOR NOTICE

TO: **PNC Bank, National Association and PNC Bank Canada Branch**
c/o Blake, Cassels & Graydon LLP
Attention: Chris Burr / Jake Harris
Email: chris.burr@blakes.com / jake.harris@blakes.com

AND TO: **AlixPartners Restructuring, Inc.**
Attention: Murtaza Tallat / Dean Perlman
Email: murtaza.tallat@alixpartners.com / dean.perlman@alixpartners.com

Re: In the matter of the Receivership of Brian Jacob Fehr, Peak North America Holdings Ltd., Peak North America Construction Ltd., 0960670 B.C. Ltd., Heartland Steel Structures Ltd., HSSL Capital Corp., Peak NA Energy Ltd., Peak North America Manufacturing Ltd., Peak North America Properties Ltd., Woodpro Engineering Ltd., Rally Management Services Ltd., 596848 British Columbia Ltd., Columbia Lake Holdings Ltd., CF Bidco Property Holdings Ltd., Hill Aviation Centre Inc., B&D Fehr Holdings Ltd., Headwaters Holding Company Ltd., Columbia Lake Ranch Ltd., 1126486 B.C. Ltd., Brian Fehr Group Holdings Ltd. and Willowcale Storage Inc.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

   _____

   OR

2. By facsimile, at the following facsimile number (or numbers):

   _____

   OR

3. By mail, at the following address:

   _____

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

_____

_____

Creditor's Contact Phone Number: _____