

No. S-240358  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

1326 MANN FARM INC., K P DRYWALL LTD., 13 MANN FARMS B.C. LTD., and DYKE  
VALLEY BERRY LTD.

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

BEFORE	)	THE HONOURABLE	)	
	)		)	July 21, 2025
	)	<u>Justice Veenstra</u>	)	

ON THE APPLICATION of FTI Consulting Canada Inc., in its capacity as court appointed receiver (the “**Receiver**”) over the assets, undertakings, and property of 1326 Mann Farm Inc., K P Drywall Ltd., 13 Mann Farms B.C. Ltd., and Dyke Valley Berry Farms Ltd. (collectively, the “**Debtors**”) pursuant to the order of Justice Taylor pronounced on March 8, 2024, coming on for hearing July 21, 2025, at 800 Smithe Street, Vancouver, British Columbia; AND ON HEARING Christian Garton, counsel for the Receiver, and those other counsel listed in **Schedule “A”** hereto; AND ON READING the material filed, including the First Report of the Receiver dated July 8, 2025 (the “**Report**”);

THIS COURT ORDERS AND DECLARES THAT:

**SERVICE**

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

**SALE APPROVAL**

2. The sale transaction (the “**Transaction**”) contemplated by the Contract of Purchase and Sale dated June 2, 2025 (the “**Sale Agreement**”) between the Receiver and Coast Cranberries Ltd. (the “**Purchaser**”), a copy of which is attached as **Schedule “F”** hereto, 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 (the "**Purchased Assets**").

3. 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 and listed on **Schedule "C"** hereto shall vest absolutely in the Purchaser 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: (i) any encumbrances or charges created by the Order of this Court dated March 8, 2024; (ii) 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; and (iii) 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.

4. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from Osler, Hoskin & Harcourt 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 "C"** 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"**.

## NET SALE PROCEEDS

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.

## **CLOSING**

6. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.

7. 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"**.

8. 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.

## **TRANSACTION NOT REVIEWABLE**

9. 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.

## **CONTINUED ACCESS**

10. The Receiver and its contractors, employees and agents shall have an access right for a period of 45 days following the date of this Order, on a non-exclusive basis, with or without vehicles and equipment, for the purpose of completing the removal of soil that was anonymously dumped on the Purchased Assets at 8201 Dyke Road, Abbotsford, British Columbia, V4X 2G7, as discovered by the Receiver on or about June 21, 2025.

## **APPROVAL OF RECEIVER ACTIVITIES**

11. The actions, conduct, and activities of the Receiver as set out in the Report are approved and confirmed, provided, however, that only the Receiver, in its personal capacity and only with

respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

### GENERAL

12. 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.

13. 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.

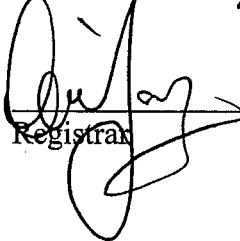
14. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is hereby dispensed with.

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



Signature of Christian Garton  
Counsel for the Receiver

BY THE COURT

  
Registrar

## SCHEDULE "A"

### Appearance List

COUNSEL NAME	PARTY REPRESENTED
Mary Buttery, K.C. Christian Garton	The Receiver
Devin Lucas	The Purchaser
Claire Hildebrand	The Petitioner
Martin Sennott	1424428 B.C. Ltd.
Robert Greene	1245452 B.C. Ltd.

**SCHEDULE "B"**

**Receiver Certificate**

No. S-240358  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

1326 MANN FARM INC., K P DRYWALL LTD., 13 MANN FARMS B.C. LTD., and DYKE  
VALLEY BERRY LTD.

RESPONDENTS

**RECEIVER CERTIFICATE**

**RECITALS**

- A. Pursuant to the order of Justice Taylor pronounced on March 8, 2024 (the "**Order**"), FTI Consulting Canada Inc. was appointed as receiver (the "**Receiver**"), without security, over all the assets, undertakings, and property of 1326 Mann Farm Inc., K P Drywall Ltd., 13 Mann Farms B.C. Ltd., and Dyke Valley Berry Farms Ltd. (collectively, the "**Debtors**"), including all proceeds, subject to certain exclusions as described in the Order.
- B. Pursuant to an order of the Court dated July \_\_, 2025, the Court approved the sale of property (the "**Property**") contemplated by the Contract of Purchase and Sale dated June 2, 2025 (the "**Sale Agreement**") between the Receiver and Coast Cranberries Ltd. (the "**Purchaser**"), providing for the vesting in the Purchaser of all the Debtors' right, title and interest in and to the Property, which vesting is to be effective with respect to the Property upon delivery by the Receiver to the Purchaser of a certificate confirming the transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver.

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

**THE RECEIVER CERTIFIES** the following:

1. The Receiver has received written confirmation from the Purchaser that all conditions to completion have been satisfied or waived and that the Purchase Price has been paid in full.

This Certificate was delivered by the Receiver at Vancouver, BC this \_\_\_\_ day of \_\_\_\_\_, 2025.

FTI Consulting Canada Inc.,  
in its capacity as Receiver

Per: \_\_\_\_\_

**SCHEDULE "C"**

**Purchased Assets**

1. 8201 Dyke Road, Abbotsford, British Columbia, V4X 2G7, PID: 024-200-981, LOT 1  
SECTION 28 TOWNSHIP 14 NEW WESTMINSTER DISTRICT PLAN LMP38638



**SCHEDULE "D"**

**Claims to be Discharged**

**Charges, Liens and Interests**

1. Nature: MORTGAGE  
Registration Number: CA8349398  
Registration Date and Time: 2020-08-07 10:21  
Registered Owner: NATIONAL BANK OF CANADA
2. Nature: ASSIGNMENT OF RENTS  
Registration Number: CA8349399  
Registration Date and Time: 2020-08-07 10:21  
Registered Owner: NATIONAL BANK OF CANADA

## **SCHEDULE "E"**

### **Permitted Encumbrances**

1. Nature: COVENANT  
Registration Number: AB102813  
Registration Date and Time: 1988-06-08 10:13  
Registered Owner: THE DISTRICT OF MATSQUI
  
2. Nature: COVENANT  
Registration Number: BM190121  
Registration Date and Time: 1998-07-03 15:12  
Registered Owner: CITY OF ABBOTSFORD

**SCHEDULE "F"**

**Purchase Agreement**

(see attached)



**8201 Dyke Road**

**Abbotsford**

BC V4X 2G7 PAGE 2 of 10 PAGES

**PROPERTY ADDRESS**

2. **DEPOSIT:** A deposit of \$400,000.00 which will form part of the Purchase Price, will be paid within 24 hours of acceptance unless agreed as follows:  
Within 48 hours of signed acceptance of this Contract of Purchase and Sale the Buyer to deposit \$400,000.00 with Sutton Group West Coast Realty in Trust as Stakeholder

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque except as otherwise set out in this Section 2 and will be delivered in trust to Sutton Group West Coast Realty In Trust as Stakeholder and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that:

- A. the Conveyancer Is a Lawyer or Notary;  
B. such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and  
C. if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

- 3. TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

a) ~~This Contract of Purchase and Sale is subject to the approval of a vesting order by the Supreme Court substantially on the terms proposed herein. A hazard and to be obtained within 30 business days of signed acceptance of this Contract of Purchase and Sale.~~

~~This subject is for the relief benefit of the Nation.~~

b) The Buyers Agents/Representatives/Brokerage have advised the Buyer of the risks and possible ramifications of not including subject clauses however the Buyer has chosen not to include the following subject clauses:

Financing, Inspection of all Improvements, Fire/Property Insurance, Title Review, Water/Septic Inspection

The Buyers have been advised and have obtained (or waived their right to obtain) independent legal/professional advice before signing this Contract of Purchase and Sale, and are aware of their decisions and of any consequences by making this an unconditional subject free offer.

c) Within 48 hours of signed acceptance of this Contract of Purchase and Sale the Buyer to deposit \$400,000.00 with Sutton Group West Coast Realty in Trust as Stakeholder, same to be refundable to the Buyer until such time as court approval of this Contract of Purchase and Sale.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

2	2	2
---	---	---

BC2057 REV. NOV 2014

**COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)**

© 2024 British Columbia Real Estate Association ("BCREA") and the Canadian Real Estate Association British Columbia Branch ("CREA BC"). All rights reserved. This form was developed by BCREA and CREA BC for the use and reproduction by BCREA members and members in good standing with the CREA BC, and other authorized in writing by BCREA and/or CREA BC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CREA BC. This form is not to be altered with original or otherwise the standard and prescribed version. BCREA and CREA BC assume no liability for any use of this form.

CREA WEBFOUNTS

8201 Dyke Road

Abbotsford

BC V4X 2G7 PAGE 3 of 10 PAGES

PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

d) The Buyer understands that this property is being sold "AS IS WHERE IS" with no warranties expressed or implied.

e) The Sellers and Buyer acknowledge that the Agents/Representatives/Brokerages providing agency services to the Sellers and Buyer do not provide legal/Professional/Accounting/Construction/Engineering/Environmental/Tax/Zoning or other expert advice beyond the Common standard of care in the Real Estate Industry. The parties have been afforded the opportunity and advised to seek independent or other expert advice and waived their right to do so prior to entering into this Contract of Purchase and Sale and warrant that they shall hold harmless and indemnify the Sellers and Buyers Agents/Representatives/Brokerages from any claims, actions or causes of action that may be the result of any and all issues or uses of the land/property/ buildings/structures.

f) Purchase price to be cash for clear title with the exception of any non-financial charge. The Buyer acknowledges any/all non-financial encumbrances and their effect(s) on the use of the property along with any existing financial charges payable by utility companies on their easements and/or right of ways (if applicable) as set out in the copy of the Title Search results, which will be deemed to be attached and form an integral part of this Contract.

g) Completion, Possession and Adjustment dates to be on or before 15 business days from court approval.

Subject to the Terms and Conditions outlined in the Schedule "A" attached to this Contract of Purchase and Sale.

MC

MC

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

MC

BUYER'S INITIALS

MC

SELLER'S INITIALS

BC2017 REV. NOV 2024

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2024, British Columbia Real Estate Association (BCREA) and the Canadian Bar Association British Columbia Branch (CBCABC). All rights reserved. This form was developed by BCREA and CBCABC for the use and reproduction by BC REALTOR® and members in good standing with the CBCABC, and other authorized in writing by BCREA and/or CBCABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBCABC. This form is not to be altered when printing or reproducing the standard pre-printed portion. BCREA and CBCABC bears no liability for your use of this form.

CREA WebForm

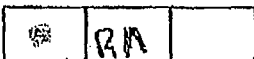
8201 Dyke Road Abbotsford BC V4X 2G7 PAGE 4 of 10 PAGES  
PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on See Terms and Conditions yr. (Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at \_\_\_\_\_ o'clock \_\_\_\_\_ m. on Terms and Conditions yr. (Possession Date) or, subject to the following existing tenancies, if any:
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of Terms and Conditions yr. (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

AS IS WHERE IS

BUT EXCLUDING:

8. **VIEWED:** The Property and all Included Items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on NOT VIEWED yr.
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing:
  - A. particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return);
  - B. a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and
  - C. if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax*



BUYER'S INITIALS



SELLER'S INITIALS

BC2057 REV. NOV 2024

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2024, British Columbia Real Estate Association ("BCREAA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All right reserved. This form was developed by BCREAA and CBABC for the use and reproduction by BCREALTORs® and members in good standing with the CBABC and other authorized in writing by BCREAA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREAA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREAA and CBABC bears no liability for your use of this form.

BCREA WebForm®

8201 Dyke Road Abbotsford BC V4X 2G7 PAGE 5 of 10 PAGES  
PROPERTY ADDRESS

Act, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.

**11B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

**12. TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreements to pay the balance as may be necessary are entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions under the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.

**13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has:

- A. made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and
- B. fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and
- C. made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

**14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

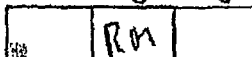
**15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

**16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.

**17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.

**18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.

**19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the Managing Broker(s), Associate Broker(s) and representative(s) of those Brokerages (collectively the "Designated Agent(s)") described in Section 21, the real estate boards or "associations" of which those Brokerages

 RM

BUYER'S INITIALS

 MC

SELLER'S INITIALS

8C2057 REV. NOV 2024

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2024, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia branch ("CBA BC"). All right reserved. This form was developed by BCREA and CBA BC for its use and reproduction by BC REALTORS® and members in good standing with the CBA BC, and other authorized in writing by BCREA and/or CBA BC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBA BC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBA BC bears no liability for poor use of this form.

CREA WebForm®



8201 Dyke Road

Abbotsford

BC V1X 2G7 PAGE 6 of 10 PAGES

## PROPERTY ADDRESS

and Licensees are members (together with any successors or amalgamations thereof, the "Boards") and, if the Property is listed on a Multiple Listing Service®, the Board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

- A. for all purposes consistent with the transaction contemplated herein;
- B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the Board that operates the Multiple Listing Service® and other Boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that Board and other Boards;
- C. for enforcing codes of professional conduct and ethics for members of Boards; and
- D. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

**20. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in Section 27(c) below is a confirmation of the equitable assignment by the Seller in the listing contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

**20A. RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract:

- A. must not be assigned without the written consent of the Seller; and
- B. the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

**21. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

MC		
----	--	--

INITIALS

- A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with

Kurt Nielsen

Kevin Kittner

DESIGNATED AGENT(S)

who is/are licensed in relation to Landquest Realty Corporation (Ortny)  
BROKERAGE

	RW	
--	----	--

INITIALS

- B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with Don Munro Personal Real Estate Corporation  
DESIGNATED AGENT(S)

Sutton Group West Coast Realty (Langley)

who is/are licensed in relation to \_\_\_\_\_

BROKERAGE


INITIALS

- C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with

DESIGNATED AGENT(S)

	RW	
--	----	--

BUYER'S INITIALS

MC		
----	--	--

SELLER'S INITIALS

BC2057 REV. NOV 2024

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2024, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All rights reserved. This form was developed by BCREA and CBABC for the use and reproduction by BCREA and CBABC and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-see portion. BCREA and CBABC bears no liability for your use of this form.

CREA WebForms®



8201 Dyke Road



Abbotsford

BC V6X 2G7 PAGE 8 of 10 PAGES



PROPERTY ADDRESS

- E. the following are exempt from the Rescission Right:
- (i) residential real property that is located on leased lands;
  - (ii) a leasehold interest in residential real property;
  - (iii) residential real property that is sold at auction;
  - (iv) residential real property that is sold under a court order or the supervision of the court; and
  - (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.

The Buyer and the Seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.

BUYER'S INITIALS



 

SELLER'S INITIALS

24. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

25. **COUNTERPARTS:** The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS

BUYER'S INITIALS

SELLER'S INITIALS

BC2057 REV. NOV 2024

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2024 British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBA BC"). All rights reserved. This form was developed by BCREA and CBA BC for the use and reproduction by BCREA REALTORS® and members in good standing with the CBA BC, and other authorized in writing by BCREA and/or CBA BC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBA BC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBA BC bears no liability for your use of this form.

CREA WebForm®



8201 Dyke Road Abbotsford BC V4X 2G7 PAGE 10 of 10 PAGES  
PROPERTY ADDRESS

**NOTICE FOR BUYER'S RESCISSION RIGHT:** If the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right and the Buyer is entitled to exercise the Rescission Right, the Seller's (or the Seller's appointee's) mailing address, email address and/or fax number for notice of rescission is as follows:

Attention: \_\_\_\_\_

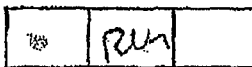
Address: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Any notice of rescission given by the Buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the *Home Buyer Rescission Period Regulation*.

The date of acceptance of this Contract is \_\_\_\_\_ (the "Final Acceptance Date") being the date that the last party executed and delivered this Contract and, if applicable, based on the foregoing the date by which the Buyer must exercise the Rescission Right is \_\_\_\_\_.

The foregoing sentence is not a term of the Contract and is included for notice purposes only and, to the extent there is an inconsistency between the foregoing and the *Home Buyer Rescission Period Regulation* and the latter will govern and prevail. This Notice is only applicable if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right.

 **BUYER'S INITIALS**

 **SELLER'S INITIALS**

\*PNEC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

BC2057 REV. NOV 2024

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2024, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All rights reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bear no liability for your use of this form.

CREA WebForms®

## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller or the seller's brokerage or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:

- (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
- (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
- (c) The buyer's lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
- (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.

Since the seller is entitled to the seller's proceeds on the completion date, and since the sequence described above takes a day or more, it is strongly recommended that the buyer deposits the money and the signed documents at least two days before the completion date, or at the request of the conveyancer, and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.

While it is possible to have a Saturday completion date using the Land Title Office's electronic filing system, parties are strongly encouraged not to schedule a Saturday completion date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.

5. **TITLE:** (Section 9) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

BC2057 REV. NOV 2024

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2024, British Columbia Real Estate Association (BCREA) and the Canadian Bar Association British Columbia Branch (CBABC). All rights reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bears no liability for your use of this form.

CREA WebForm®

## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL (continued)

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

**Costs to be Borne by the Seller**

Lawyer or notary Fees and Expenses:  
- attending to execution documents

Costs of clearing title, including:

- investigating title,
- discharge fees charged by encumbrance holders,
- prepayment penalties.

MC

Real Estate Commission (plus GST).

**Costs to be Borne by the Buyer**

Lawyer or notary Fees and Expenses:  
- searching title,  
- drafting documents.

Costs of Mortgage, including:

- mortgage company's lawyer/notary,
- appraisal (if applicable),
- Land Title Registration fees.

Land Title Registration fees.  
Survey Certificate (if required),  
Fire Insurance Premium.  
Sales Tax (if applicable),  
Property Transfer Tax.  
Goods and Services Tax (if applicable).

In addition to the above costs there may be financial adjustments between the seller and the buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

**Goods and Services Tax (GST)**

The Contract of Purchase and Sale provides that, unless the Buyer and the Seller agree otherwise in writing, the Purchase Price set out in Section 1 includes applicable GST. Whether or not GST applies to the purchase and sale of the Property will depend on a number of different factors. Buyers and Sellers are advised to make inquiries and seek professional advice as to whether GST is applicable to their transaction before entering into the Contract of Purchase and Sale.

If GST is applicable, the Buyer will pay such GST to the Seller on the Completion Date by paying the full amount of the Purchase Price, and the Seller will remit to CRA from such payment, the applicable GST.

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.
8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. Among the obligations included in Section 53 of the Real Estate Services Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and the seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer/accountant.
12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.

BC2057 REV. NOV 2024

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2024, British Columbia Real Estate Association (BCREA) and the Canadian Bar Association British Columbia Branch (CBA BC). All rights reserved. This form was developed by BCREA and CBA BC for the use and reproduction by BC REALTOR® and members in good standing with the CBA BC, and other authorized in writing by BCREA and/or CBA BC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBA BC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBA BC bears no liability for your use of this form.

CREA WebForms®

**SCHEDULE "A"**  
**TO THE AGREEMENT OF PURCHASE AND SALE**

**BETWEEN**

FTI CONSULTING CANADA INC., in its capacity as court-appointed receiver of the assets,  
undertakings and property of DYKE VALLEY BERRY FARMS LTD. and not in its personal  
capacity  
("Seller")

**AND:**

Coast Cranberries Ltd.  
("Buyer")

**RE:**

8201 Dyke Road, Abbotsford BC V4X 2G7 ("Property")

The parties agree that the following terms replace, modify and, where applicable override the terms of the attached contract of purchase and sale and any modifications, amendments, additions, or addenda thereto, (collectively the "Contract"). Where any conflict arises between the terms of this Schedule "A" and the Contract, the terms of this Schedule "A" shall apply.

1. Title will be transferred to the Buyer free and clear of all registered encumbrances, other than those listed in Appendix "A", in accordance with the Vesting Order (defined herein) of the Supreme Court of British Columbia (the "Court").
2. The acceptance of this offer is subject to the approval of the Court and will become effective from the time an order of the Court is made approving this offer (the "Vesting Order"). The Seller hereby advises the Buyer that the Seller's obligations in connection with this offer, until it is approved by the Court, are limited to putting this offer before the Court. The Seller is only obligated to present the offer to the Court for approval within 30 days of the Buyer removing all subject conditions in respect of this offer.
3. Any existing registered financial charges to be paid under the terms of the Vesting Order may be paid by the Seller upon receipt of the purchase price and the Buyer may pay the purchase price to the Seller's lawyer in trust on undertakings to pay those financial charges in accordance with the terms of the Vesting Order.
4. Possession will be governed by the terms of the Vesting Order.
5. The Buyer is purchasing the property on an "as is, where is" basis as of the completion date. The Buyer agrees that the Seller has no obligation to maintain the property in the condition it may have been in at some time before the completion date contemplated by this agreement.

MC

R



-2-

The Buyer agrees that the purchase price does not include any chattels/personal property. The Seller assumes no risk with respect to the buildings on the Property or any other items included in this purchase and sale.

6. No property condition disclosure statement concerning the Property will be given by the Seller.

7. The Seller is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further Orders the Court may make regarding the Property. The Seller may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Seller gives no undertaking to exclusively advocate the acceptance of only this offer. In that regard, the Buyer may wish to consider making its own arrangements to support this offer in Court if other offers are received by the Seller. The Buyer agrees the Seller will disclose the purchase price being offered to any prospective buyers indicating an intention to submit an offer to purchase the Property.

8. Acceptance of this offer by the Seller, and any obligation of the Seller to put this offer before the Court, may be terminated at any time before the Court makes the Vesting Order approving this sale if the debts secured against the Property are redeemed, or at the option of the Seller in its sole discretion. This condition is for the sole benefit of the Seller.

9. Real estate commission is payable relative to this offer only if this offer is approved by the Court and the sale is completed pursuant to the Vesting Order.

10. The Buyer agrees that there may be GST and PTT payable relating to this transaction and that it is the responsibility of the Buyer to pay any such tax accruing on this sale. The Buyer agrees that the Seller may be responsible to collect and remit GST payable on this transaction. Accordingly, the Buyer agrees to pay any such tax to the Seller so that the Seller can, in turn, pay such GST as may be due and owing on this sale.

11. The Buyer is satisfied that there is no need for a holdback from the purchase price for the possibility that the Seller is not a Canadian resident for the purposes of the Income Tax Act.

12. The Buyer agrees not to holdback any part of the purchase price for any reason.

13. The Seller, as party having conduct of sale of the Property as Court-appointed receiver is not and will not be liable to the Buyer, nor to anyone claiming by through or under the Buyer, for any damages, costs or expenses, including but not limited to damage caused to the Buyer by the registered owner(s) of the Property or his/her tenants, guests, assigns, agents or persons unknown, or for them failing to provide vacant possession when required. The Buyer acknowledges that if vacant possession is not available on the possession date, the Buyer will complete the sale in any event. The Seller will make reasonable efforts to obtain a writ of

MC

-3-

possession or similar Court proceeding, and the Buyer acknowledges that this process may take a considerable period of time.

**Seller:**

FTI CONSULTING CANADA INC., in its capacity as court-appointed receiver of the assets, undertakings and property of DYKE VALLEY BERRY FARMS LTD. and not in its personal capacity

SIGNED: <sup>Authenticity ID</sup> Mike Clark

NAME: FTI Consulting Canada Inc.

DATE: 06/20/25

**Buyer:**

**Coast Cranberries Ltd.**

SIGNED: [Signature]

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

