

No. S2013779
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TULLIO VITO FRANCESCO ESPOSITO

PETITIONER

AND:

304768 B.C. LTD., GLENMERRY MARKET LTD., and
DEMITRIA LORAIN ESPOSITO

RESPONDENTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE)
JUSTICE *MATTHEWS*) 24/MAR/2023
)

THE APPLICATION of MNP Ltd., in its capacity as Court-appointed Liquidator (the “**Liquidator**”) of 304768. B.C. Ltd. and Glenmerry Market Ltd., coming on for hearing at Vancouver, British Columbia, on the 24th day of March, 2023; AND ON HEARING Heather A. Frydenlund, counsel for the Liquidator, and those other counsel listed on Schedule “A”, and no one else appearing, although duly served; AND UPON READING the material filed, including the Report of the Liquidator Receiver dated March 10, 2023 (the “**Report**”);

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transactions (the “**Transactions**”) contemplated by the contract of purchase and sale dated September 21, 2022, and addendums dated November 18, 2022, December 2, 2022, November 25, 2022, December 2, 2022, and February 24, 2023 (x2), and as assigned from Benjamin Ames to Trail Townhome Holdings Inc. and Trail Apartment Holdings Inc. pursuant to the assignment of purchase contract dated February, 2023 amongst Benjamin Ames, Trail Townhome Holdings Inc. (“**Purchaser #1**”) and Trail Apartment Holdings Inc. (“**Purchaser #2**”), attached as Appendices “A” and “B” to the Report (the said contract, addenda and assignment agreement, collectively, the “**Sale Agreement**”), are hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Liquidator is hereby authorized and approved, and the Liquidator 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 Transactions and for the conveyance to Purchaser #1 of the Purchased Assets #1 as set out in Schedule "C" and for the conveyance to Purchaser #2 of the Purchased Assets #2 set out in Schedule "D", as described in the Sale Agreement.

2. Upon delivery by the Liquidator to Purchaser #1 and Purchaser #2 of certificates substantially in the form attached as Schedule "B" (the "**Liquidator's Certificates**"), all of 304768 B.C. Ltd.'s ("**304**") right, title and interest in and to the Purchased Assets #1 and Purchased Assets #2 shall vest absolutely in Purchaser #1 and Purchaser #2 respectively 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) 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 (ii) those Claims listed on Schedules "E" and "F" (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedules "G" and "H"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets #1 and Purchased Assets #2 are hereby expunged and discharged as against the Purchased Assets #1 and Purchased Assets #2.
3. Upon presentation for registration in the Land Title Office for the Land Title District of Nelson of a certified copy of this Order, together with a letter from Owen Bird Law Corporation, solicitors for the Liquidator, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter Purchaser #1 as the owner of the Purchased Assets #1, as identified in Schedule "C", 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 Purchased Assets #1, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of Purchaser #1 in and to the Purchased Assets #1 is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of Purchaser #1 as aforesaid;
 - (b) enter Purchaser #2 as the owner of the Purchased Assets #2, as identified in Schedule "D", 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 Purchased Assets #2, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of Purchaser #2 in and to the Purchased Assets #2 is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of Purchaser #2 as aforesaid; and

- (c) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Purchased Assets #1 and Purchased Assets #2 all of the registered Encumbrances except for those listed in Schedule "G" for the Purchased Assets #1 and in Schedule "H" for the Purchased Assets #2.
4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets #1 and Purchased Assets #2 respectively shall stand in the place and stead of the Purchased Assets #1 and Purchased Assets #2, and from and after the delivery of the Liquidator's Certificates all Claims shall attach to the net proceeds from the sale of the Purchased Assets #1 and Purchased Assets #2 respectively with the same priority as they had with respect to the Purchased Assets #1 and/or Purchased Assets #2 immediately prior to the sale, as if the Purchased Assets #1 and Purchased Assets #2 had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
5. The Liquidator is to file with the Court copies of the Liquidator's Certificates forthwith after delivery thereof.
6. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets #1 and Purchased Assets #2, including any real property, shall be delivered by the Liquidator to Purchaser #1 and Purchaser #2 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 Schedules "G" and "H".
7. The Liquidator, with the consent of Purchaser #1 and Purchaser #2, 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.
8. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of 304 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 304,

the vesting of the Purchased Assets #1 in Purchaser #1 and the Purchased Assets #2 in Purchaser #2 pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of 304 and shall not be void or voidable by creditors of 304 ,

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.

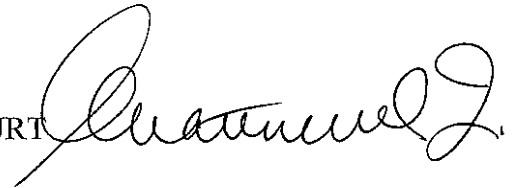
9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Liquidator and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies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

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

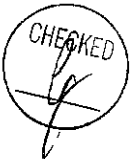


Signature of Heather A. Frydenlund,
lawyer for MNP Ltd. in its capacity as Liquidator
of 304768 B.C. Ltd. and Glenmerry

BY THE COURT



REGISTRAR



Schedule A – List of Counsel

COUNSEL	NAME OF PARTY(IES) REPRESENTED

Schedule B – Liquidator’s Certificate

No. S2013779
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

RE: WIND-UP OF 304768 B.C. LTD. AND GLENMERRY MARKET LTD. PURSUANT TO SECTION
324 OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, C.57

BETWEEN:

TULLIO VITO FRANCESCO ESPOSITO

Petitioner

AND:

304768 B.C. LTD., GLENMERRY MARKET LTD., and DEMITRIA
LORAIN ESPOSITO

Respondents

LIQUIDATOR’S CERTIFICATE

PURSUANT TO THE APPROVAL AND VESTING ORDER pronounced _____, 2023, MNP Ltd.
in its capacity as the Liquidator of 304768 B.C. Ltd and Glenmerry Market Ltd. (the “**Liquidator**”) hereby
certifies as follows:

1. The Liquidator confirms that Trail Townhome Holdings Inc. has paid the purchase price to the
Liquidator and the Transaction has completed.

DATED at the City of Vancouver, in the Province of British Columbia, this ___ day of _____, 2023.

MNP LTD. in its capacity as court appointed
Receiver of 304768 B.C. LTD. AND
GLEMNERRY MARKET LTD., and not in its
personal capacity

By: _____

Name:

Position:

IN THE SUPREME COURT OF BRITISH COLUMBIA

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LIQUIDATOR'S CERTIFICATE

PURSUANT TO THE APPROVAL AND VESTING ORDER pronounced _____, 2023, MNP Ltd.
in its capacity as the Liquidator of 304768 B.C. Ltd and Glenmerry Market Ltd. (the "**Liquidator**") hereby
certifies as follows:

1. The Liquidator confirms that Trail Apartment Holdings Inc. has paid the purchase price to the
Liquidator and the Transaction has completed.

DATED at the City of Vancouver, in the Province of British Columbia, this ___ day of _____, 2023.

MNP LTD. in its capacity as court appointed
Receiver of 304768 B.C. LTD. AND
GLEMNERRY MARKET LTD., and not in its
personal capacity

By: _____

Name:

Position:

Schedule C – List of Purchased Assets #1 – Purchaser #1

One (1) real property located in Trail, B.C. to be transferred to Purchaser #1, legally described as follows:

1.

PID: 029-204-151

LOT A DISTRICT LOTS 2919 AND 4598

KOOTENAY DISTRICT PLAN EPP34324

(“Purchased Assets #1”)

Schedule D – List of Purchased Assets #2 – Purchaser #2

Two (2) real properties located in Trail, B.C. to be transferred to Purchaser #2, legally described as follows:

1. PID: 008-435-235
LOT B DISTRICT LOT 4598
KOOTENAY DISTRICT PLAN 4971,
EXCEPT PART INCLUDED IN PLAN 6250

and

2. PID: 013-167-031
AMENDED LOT 4 (SEE 118812I) DISTRICT LOT 4598
KOOTENAY DISTRICT PLAN 2436 EXCEPT PART
INCLUDED IN PLAN 13260

(collectively, "**Purchased Assets #2**")

Schedule E – Claims to be Deleted/Expunged from Title to Purchased Assets #1

CLAIMS TO BE DELETED/EXPUNGED FROM TITLE TO REAL PROPERTY:

For the lands legally described as:

PID: 029-204-151
LOT A DISTRICT LOTS 2919 AND 4598
KOOTENAY DISTRICT PLAN EPP34324

the Charges, Liens and Interests to be deleted are as follows:

1. NIL

Schedule F – Claims to be Deleted/Expunged from Title to Purchased Assets #1

For the lands legally described as:

PID: 008-435-235 LOT B DISTRICT LOT 4598
KOOTENAY DISTRICT PLAN 4971,
EXCEPT PART INCLUDED IN PLAN 6250

the Charges, Liens and Interests to be deleted are as follows:

1. NIL

For the lands legally described as:

PID: 013-167-031
AMENDED LOT 4 (SEE 118812I) DISTRICT LOT 4598
KOOTENAY DISTRICT PLAN 2436 EXCEPT PART
INCLUDED IN PLAN 13260

the Charges, Liens and Interests to be deleted are as follows:

1. NIL

Schedule G – Permitted Encumbrances – Purchased Assets #1

ENCUMBRANCES PERMITTED TO REMAIN ON TITLE TO REAL PROPERTY:

For the lands legally described as:

PID: 029-204-151
LOT A DISTRICT LOTS 2919 AND 4598
KOOTENAY DISTRICT PLAN EPP34324

the encumbrances to remain on title are as follows:

1. Nature: Reservation
Registration Number: V18719
Registration Date: N/A Registered Owner: Cominco Ltd.

2. Nature: Reservation
Registration Number: V18720
Registration Date: N/A
Registered Owner: The Columbia and Western Railway Company

3. Nature: Undersurface Rights
Registration Number: H2350
Registration Date: 02/20/1974
Registered Owner: Her Majesty the Queen in Right of the Province of British Columbia

4. Nature: Right of Way
Registration Number: L18686
Registration Date: 08/29/1977
Registered Owner: West Kootenay Power and Light Company, Limited

5. Nature: Statutory Right of Way

Registration Number: U20888

Registration Date: 09/19/1985

Registered Owner: West Kootenay Power and Light Company, Limited

Schedule H – Permitted Encumbrances – Purchased Assets #2

For the lands legally described as:

PID: 008-435-235
LOT B DISTRICT LOT 4598
KOOTENAY DISTRICT PLAN 4971,
EXCEPT PART INCLUDED IN PLAN 6250

the encumbrances to remain on title are as follows:

1. Nature: Reservation

Registration Number: V18719

Registration Date: N/A

Registered Owner: Cominco Ltd.

2. Nature: Reservation

Registration Number: V18720

Registration Date: N/A

Registered Owner: The Columbia and Western Railway Company

3. Nature: Undersurface Rights

Registration Number: H2350

Registration Date: 02/20/1974

Registered Owner: Her Majesty the Queen in Right of the Province of British Columbia

For the lands legally described as:

PID: 013-167-031
AMENDED LOT 4 (SEE 118812I) DISTRICT LOT 4598
KOOTENAY DISTRICT PLAN 2436 EXCEPT PART
INCLUDED IN PLAN 13260

the encumbrances to remain on title are as follows:

1. Nature: Reservation

Registration Number: V18719

Registration Date: N/A

Registered Owner: Cominco Ltd.

2. Nature: Reservation

Registration Number: V18720

Registration Date: N/A

Registered Owner: The Columbia and Western Railway Company

3. Nature: Easement

Registration Number: A13539

Registration Date: 12/22/1967

Registered Owner: N/A

4. Nature: Undersurface Rights

Registration Number: H2350

Registration Date: 02/20/1974

Registered Owner: Her Majesty the Queen in Right of the Province of British Columbia

5. Nature: Easement

Registration Number: CA3467837

Registration Date: 11/21/2013

Registered Owner: N/A

Action No. S2013779

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COLUMBIA

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