

and Brandt Rock Investments Corporation, as purchaser (the “**Purchaser**”), a copy of which is attached as Appendix C to the First Report, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Applicant is hereby authorized and approved, and the Applicant 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 lands described in the Sale Agreement and identified in Schedule “B” hereto (the “**Lands**”). The Applicant and the Purchaser shall be at liberty to extend the date for payment of the Deposit as set out in paragraph 2.3(a) of the Sale Agreement to to another date not later than November 25, 2024, without the necessity of a further Order of this Court.

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3. Upon payment of the purchase price under the Sale Agreement, all of the Applicant’s right, title and interest in and to the Lands 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 November 18, 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 “C” 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 “D” hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Lands are hereby expunged and discharged as against the Lands.
4. Upon presentation for registration in the Land Title Office for the Land Title District of Kamloops of a certified copy of this Order, together with a letter from Fasken Martineau

DuMoulin LLP, solicitors for the Applicant, 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, 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 "D".
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Lands shall stand in the place and stead of the Lands, and from and after the payment of the purchase price by the Purchaser, all Claims shall attach to the net proceeds from the sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
6. Subject to the terms of the Sale Agreement, vacant possession of the Lands shall be delivered by the Applicant to the Purchaser at 12:00 noon on December 17, 2024, or such earlier date as the Applicant and the Purchaser may agree (the "**Closing Date**"), subject to the Permitted Encumbrances.
7. The Applicant, 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.

8. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of the Applicant now or hereafter made pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 (the “BIA”) and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made by or in respect of the Applicant,

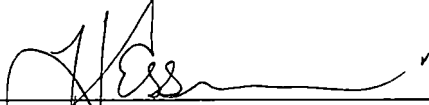
the vesting of the Lands in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA 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 having jurisdiction in Canada to give effect to this order and to assist the Applicant and the Proposal Trustee, and their respective 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 Applicant and to the Proposal Trustee, as an officer of this court, as may be necessary or desirable to give effect to this order, to assist the Applicant and the Proposal Trustee and their respective agents in carrying out the terms of this order.

10. The Applicant, the Purchaser, the Proposal Trustee or any other party affected by this Order have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

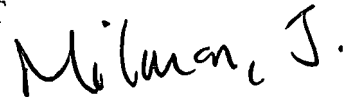
11. Endorsement of this Order by counsel appearing on this application other than counsel for the Applicant is hereby dispensed with.

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 Heidi Esslinger
Lawyer for the Applicant

BY THE COURT



REGISTRAR



Schedule A – List of Counsel

Counsel	Party

SCHEDULE "B"

THE LANDS

Civic Address: 56 Haddow Road, Enderby, British Columbia

Legal Description:

PID: 012-818-526

THE SOUTH EAST 1/4 OF SECTION 22 TOWNSHIP 19 RANGE 9 WEST OF THE
6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT EXCEPT PLANS B4968,
KAP45121 AND KAP53741

SCHEDULE "C"

CLAIMS TO BE DELETED/EXPUNGED FROM TITLE TO THE LANDS

1. Legal Notations

- (i) PERSONAL PROPERTY SECURITY ACT NOTICE, SEE CA8244094
- (ii) PERSONAL PROPERTY SECURITY ACT NOTICE SEE CA8952400

2. Charges, Liens and Interests

- (i) Mortgage registered by Builders Capital Mortgage Corp. with registration number CA8952190, and transferred to Builders Capital (2014) Ltd. by CB1637380.
- (ii) Assignment of rents registered by Builders Capital Mortgage Corp. with registration no. CA8952191, and transferred to Builders Capital (2014) Ltd. by CB163781.
- (iii) Judgment registered by Allan Chabon with registration number CB101509
- (iv) Certificate of pending litigation registered by Allan Chabon, with registration number CB101795,
- (v) Crystallized floating charge registered by Marlin Kirby Tobias and Carleen Mary Roth as joint tenants, with registration number CB451209.
- (vi) Crystallized floating charge registered by Collin Roth, with registration number CB510331.
- (vii) Crown Lien registered by the Crown in Right of British Columbia, with registration number CB886278.
- (viii) Judgment registered by His Majesty the King in Right of Canada, with registration number CB1234891.
- (ix) Judgment registered by His Majesty the King in Right of Canada, with registration number CB1235335.
- (x) Judgment registered by His Majesty the King in Right of Canada, with registration number CB1427099.

SCHEDULE "D"

PERMITTED ENCUMBRANCES

1. The subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant, or in any grant or disposition from the Crown or imposed or implied by statute.
2. Statutory exceptions to title.
3. Legal Notations:
 - (i) THIS TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT
4. Charges, Liens and Interests:
 - (i) EASEMENT E1453
APPURTENANT TO LOT 2, PLAN 10866
 - (ii) COVENANT KH118202
 - (iii) COVENANT KH118218
 - (iv) EASEMENT CA5033293
PART SHOWN ON PLAN EPP56220 APPURTENANT TO THAT PART SE 1/4, SEC 22 SHOWN ON PLAN B4968, TWP 19, RGE 9, KDYD, EXCEPT PLAN KAP53741

Division No.: 04-Vernon
Court No.: VER-S-B-58732
Estate No.: 11-3145114
Vernon Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF CANCELLATION
DEVELOPMENT CORP.

ORIGINAL NOTICE OF INTENTION
(SALE APPROVAL)

FASION MARTIN & ASSOCIATES
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Matter No: 339917.00001