



FORM 32 (RULE 8-1(4))

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

NOTICE OF APPLICATION

Name of applicant: MNP Ltd. in its capacity as the Liquidator of 304768 B.C. Ltd. and
Glenmerry Market Ltd. (the "**Liquidator**").

To: The Petitioner, the Respondents and their solicitors

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the
courthouse at 800 Smithe Street, Vancouver, BC V6Z 2E1 on Friday March 24, 2023 at 9:45
a.m., for the order set out in Part 1 below.

Part 1: ORDER SOUGHT

1. An approval and vesting order substantially in the form attached as **Schedule "A"**, or as
the court may otherwise order, approving the sale of the following lands:

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

(“Bella Vista”)

and

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

(“Francesco’s Estates”)

and

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

(“Ermelinda Estates”)

(Bella Vista, Francesco’s Estates and Ermelinda Estates collectively referred to as, the “Lands”).

2. An order substantially in the form attached as **Schedule “B”**, or as the court may otherwise order, authorizing the Liquidator make distributions on account of funds payable to the Tullio Esposito (Sr.) Trust (the “Trust”) arising from the disposition of assets in the within liquidation proceedings to the beneficiaries of the Trust through their respective legal counsel.

Part 2: FACTUAL BASIS

The Lands

Bella Vista

1. Bella Vista has a municipal address of 1976 Seventh Avenue and is an apartment building comprised of twelve (12), four-unit, two-level rental townhouses located in Trail, B.C.
2. It is a 46-year-old two-storey residential building located on 3.56 acres of land.

3. The sole registered owner on title to Bella Vista is the Respondent, 304768 B.C. Ltd. (“304”).
4. There are no financial encumbrances registered on title to Bella Vista.

Francesco’s Estates

5. Francesco’s Estates has a municipal address of 3550 Highway Drive and is an apartment building comprised of thirty (30) three-storey units located in Trail, B.C.
6. It is a 42-year-old three-storey residential building (inclusive of one office unit) located on 2.03 acres of land.
7. The sole registered owner on title to Francesco’s Estates is the Respondent, 304.
8. There are no financial encumbrances registered on title to Francesco’s Estates.

Ermelinda Estates

9. Ermelinda Estates has a municipal address of 3188 Highway Drive and is a 42-unit residential building located in Trail, B.C.
10. It is a 43-year-old residential building and is located on 1.70 acres of land.
11. The sole registered owner on title to Ermelinda Estates is the Respondent, 304.
12. There are no financial encumbrances registered on title to Ermelinda Estates.

Liquidation History and Liquidation Order

13. On May 20, 2021 Justice Jackson ordered that the Respondents, Glenmerry Market Ltd. (“Glenmerry”) and 304 be liquidated and dissolved pursuant to sections 324 and 227 of the *Business Corporations Act*. S.B.C. 2002, c. 57.
14. On March 22, 2022 Justice Fitzpatrick appointed The Bowra Group Inc. (“TBGI”) as the Liquidator of 304 and Glenmerry (the “Liquidation Order”).

15. TBGI merged with MNP Ltd. (“MNP”) effective December 2, 2022 and pursuant to a Substitution Order granted December 21, 2022, MNP was substituted as Liquidator in place of TBGI.
16. 304 and Glenmerry are owned by the Tullio Esposito (Sr.) Trust, of which there are two beneficiaries, being the Petitioner, Tullio Vito Francesco Esposito (“Tullio”), and the Respondent, Demitria Loraine Esposito (“Demitria”).
17. The Liquidation Order empowers the Liquidator to act at once in respect of the assets and undertakings of 304 and Glenmerry and granted the Liquidator specific powers to, *inter alia*:
 - i) Market any or all of the Property, including 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 Liquidator considers appropriate;
 - ii) Sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - A) without the approval of this Court in respect of a single transaction for consideration up to \$10,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - B) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out above.
 - iii) 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;
 - iv) Report to, meet with and discuss with such affected Persons as the Liquidator considers appropriate on all matters relating to the Property and

the Liquidatorship, and to share information, subject to confidentiality terms as the Liquidator considers appropriate; and

- v) Take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

Marketing and Offers

18. The Liquidator engaged Colliers Macaulay Nicolls Inc. (“**Colliers**”) to market and sell the Lands. Colliers partnered with Mario Berno of RE/MAX All Pro Realty (“**RE/MAX**”) to act as Colliers’ local agent in Trial, B.C. to market and sell the Lands.
19. On May 31, 2022 the Lands were all listed for sale at the following listing prices:
 - i) Bella Vista at a listing price of \$5,400,000;
 - ii) Francesco’s Estates at a listing price of \$3,700,000; and
 - iii) Ermelinda Estates at a listing price of \$4,000,000.
20. The Lands were marketed widely online through various websites including a Multiple Listing Service, Realtor.ca, the Colliers website and Bill Randall (of Colliers) personal website.
21. The Lands have also been marketed via email to Colliers’ investor and developer database which contains over 2,500 recipients, emails to Colliers’ apartment owner’s database which has over 300 recipients.
22. Colliers also created a brochure and a confidential information memorandum for the Lands, as attached to my marketing report, which were distributed all Colliers offices, including to potential purchasers. Over 150 information packages were sent out and over 100 phone calls were made.
23. Colliers conducted two (2) open houses with respect to each of the Lands.

24. Since the Lands' listing and as a result of the marketing efforts there have been five (5) offers on the Lands. Each offer has been made for all three (3) properties comprising the Lands, as follows:
- i) Offer for \$10,900,000 from Highliving Properties Ltd. on September 14, 2022, which was not accepted;
 - ii) Offer for \$11,155,000 from Norio Ltd., on September 20, 2022, which was not accepted;
 - iii) Offer for \$12,500,000 from Benjamin Ames, on September 21, 2022 which offer was accepted (the "**Subject Offer**");
 - iv) Offer for \$11,000 from VJ Medics Holding Inc. on September 29, 2022, which was not accepted; and
 - v) Offer for \$11,200,000 from Mario Morrison on October 11, 2022, which was not accepted.
25. The Subject Offer is for a total purchase price of \$12,500,000 for all three (3) properties, apportioned as follows:
- a) \$3,000,000 for Ermelinda Estates;
 - b) \$2,250,000 for Francesco's Estates; and
 - c) \$7,250,000 for Bella Vista.
26. The Subject Offer is subject only to approval by the Court. A deposit totalling \$100,000 is held in trust to be increased to \$500,000 (non-refundable) upon Court approval. The completion date contemplated in the Subject Offer is eight (8) business days after Court approval.

27. Following acceptance of the Subject Offer, Benjamin Ames entered into an Assignment of Purchase Contract whereby Mr. Ames assigned all of his right, title and interest in the Subject Offer to two (2) companies for whom Mr. Ames is the principal, as follows:
- a) With respect to Bella Vista, Mr. Ames assigned his interest to Trail Townhome Holdings Inc. (“**Trail Townhome**”); and
 - b) With respect to Francesco’s Estates and Ermelinda Estates, Mr. Ames assigned his interest to Trail Apartment Holdings Inc. (“**Trail Apartment**”).
28. The Liquidator has consented to assignment of the Subject Offer to Trail Townhome and Trail Apartment, which consent is reflected in an addendum to the Subject Offer.
29. Trail Townhome and Trail Apartment have also agreed to a form of vendor takeback mortgage with the Liquidator in the amount of \$9,375,000 that will be entered into following Court approval.
30. The vendor takeback mortgage between the Liquidator, Trail Townhome and Trail Apartment is reflected in an addendum to the Subject Offer.
31. The Liquidator continues to market the Lands and will do so until the Court has approved a sale. The Liquidator will also be carrying out the competitive bid process with respect to the Lands in accordance with Practice Directive - 62.

Registrations Against title

32. The registrations against title to Bella Vista:

Type	Registration Number	Registration Date	Registrant
Reservation	V18719	N/A	Cominco Ltd.
Reservation	V18720	N/A	The Columbia and Western Railway Company

Undersurface Rights	H2350	02/20/1974	Her Majesty the Queen in Right of the Province of British Columbia
Right of Way	L18686	08/29/1977	West Kootenay Power and Light Company, Limited
Statutory Right of Way	U20888	09/19/1985	West Kootenay Power and Light Company, Limited

33. The registrations against title to Francesco's Estates:

Type	Registration Number	Registration Date	Registrant
Reservation	V18719	N/A	Cominco Ltd.
Reservation	V18720	N/A	The Columbia and Western Railway Company
Undersurface Rights	H2350	02/20/1974	Her Majesty the Queen in Right of the Province of British Columbia

34. The registrations against title to Ermelinda Estates:

Type	Registration Number	Registration Date	Registrant
Reservation	V18719	N/A	Cominco Ltd.

Reservation	V18720	N/A	The Columbia and Western Railway Company
Easement	A13539	12/22/1967	N/A
Undersurface Rights	H2350	02/20/1974	Her Majesty the Queen in Right of the Province of British Columbia
Easement	CA3467837	11/21/2013	N/A

Distribution of Funds

35. The Liquidator is currently holding \$1.24 million in its trust account and wishes to distribute a portion of these funds to Tullio and Demetria as the beneficiaries of the Tullio Esposito (Sr.) Trust (the “Trust”).
36. As previously mentioned, 304 and Glenmerry are owned by the Trust and Tullio and Demetria are the only (and equal) beneficiaries of the Trust.
37. As Tullio and Demetria are not direct shareholders of 304 or Glenmerry, the Liquidator is required to pay any distributions to the Trust. Montgomery Miles & Stone Law (“MMS Law”) is legal counsel for the Trust.
38. The Liquidator has been advised by MMS Law and Tullio that:
 - a) There is no bank account for the Trust to receive funds;
 - b) Tullio and Demetria are not on speaking terms and therefore unable to open a bank account for the Trust;
 - c) A distribution was made by the Liquidator of \$212,000 on July 12, 2022 and paid into MMS Law’s trust account. MMS Law in turn issued cheques to Tullio and Demetria, but the cheque issued to Demetria remains uncashed; and

- d) MMS Law is not willing to accept further funds if the cheques are not being cashed as they do not want to continue to hold these funds in their general trust account.
39. The Liquidator does not know why Demetria is not cashing her cheques. However, Demetria has become unresponsive in these liquidation proceedings.
40. As the Liquidator is holding \$1.24 million in its trust accounts, it believes an interim payment is appropriate and is therefore requesting a direction that it be permitted to distribute funds to Tullio and Demetria's respective legal counsels, or in the alternative, directly to Tullio and Demetria.
41. The Liquidator is requesting an additional term of the Order to authorize the Liquidator to pay funds into Court if Tullio or Demetria's legal counsels refuse to accept funds, or should the Liquidator otherwise determine it to be prudent in the circumstances.

Part 3: LEGAL BASIS

1. The factors that the court ought to consider in determining whether to approve a sale by a court appointed officer include:
- a) Whether the court appointed officer made sufficient efforts to obtain the best price and did not act improvidently.
 - b) The interests of all parties and, in particular, the interests of any secured creditors.
 - c) The efficacy and integrity of the process by which offers were obtained.
 - d) Whether there has been unfairness in the process.

Royal Bank v. Soundair Corp. (1991), 7 C.B.R. (3d) 1 (O.N.C.A.) [“*Soundair*”] at para 16

2. In order to protect the integrity of the sale process, the court generally gives deference to a court appointed officer.

Soundair at para 14

Re Regal Constellation Hotel Ltd. (2004), 50 C.B.R. (4th) 258 (O.N.C.A.) at para 23

Corpfinance International Ltd. v. Earth Energy Utility Corp., 2006 BCSC 1994 at para 28

B.C. v. A & A Estates Ltd., 2000 BCCA 317 at para 40

3. The Lands have been extensively marketed and have had a wide exposure being listed for sale by Colliers and RE/MAX since May 31, 2022. The listing period has provided sufficient exposure to the market and opportunity for prospective purchasers to make offers.
4. The Lands have been listed at \$5,400,000 (Bella Vista), \$3,700,000 (Francesco's Estates) and \$4,000,000 (Ermelinda Estates), for a collective total of \$13,100,000. The purchase price of \$12,500,000 is within that range.
5. All of the other four (4) written offers and two (2) verbal inquiries have offered prices well below the Subject Offer.
6. The purchase price of \$12,500,000 exceeds the 2022 B.C. Assessment value of \$9,641,000 for the Lands as follows:
 - a) Bella Vista valued at \$4,617,000
 - b) Francesco's Estates valued at \$2,204,000; and
 - c) Ermalinda Estates valued at \$2,820,000.
7. Tullio and Demitria are the only interested parties with respect to the sale of the Lands. Tullio has expressed his agreement with a sale price of \$12,500,000. Demitria has not provided comment.
8. The Liquidator will continue to market the Lands until the Court has approved a sale. Interested parties will be informed of the opportunity to submit competing bids in accordance with the court implemented bid process.

9. The Liquidator relies on the terms of the Liquidation Order, the *Law and Equity Act*, R.S.B.C. 1996, c. 253, including s. 37, Rules 8-1 and 13-5 and the inherent jurisdiction of this court.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #3 of B. Randall, made March 7, 2023.
2. Affidavit #1 of P. Chawla, made March 10, 2023;
3. The Liquidator's Third Report to the Court, dated March 10, 2023.
4. Order made by Justice Jackson on May 20, 2021.
5. The Liquidation Order made March 22, 2022.
6. Such further and other materials as counsel may advise.

The Receiver estimates that the application will take 5 minutes.

- This matter is within the jurisdiction of a master.
 This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- a) file an application response in Form 33,
- b) file the original of every affidavit, and of every other document, that
 - i) you intend to refer to at the hearing of this application, and
 - ii) has not already been filed in the proceedings, and
- c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - i) a copy of the filed application response;
 - ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

- iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: March 10, 2023.

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

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this notice of application

with the following variations and additional terms:

Date: _____

_____ Signature of Judge Master

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend

- case plan orders: other
- experts
- none of the above

SCHEDULE "A"

[APPROVAL AND VESTING ORDER]

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TULLIO VITO FRANCESO ESPOSITO

PETITIONER

AND:

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

RESPONDENTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE)
JUSTICE) 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

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

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304768 B.C. LTD., GLENMERRY MARKET LTD., and DEMITRIA
LORAINE 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 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 INCUDED 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

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 FRANCESO ESPOSITO
Petitioner

- and -

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

ORDER MADE AFTER APPLICATION
(APPROVAL AND VESTING ORDER)

MODEL APPROVAL AND VESTING ORDER

[current to August 1, 2015]

No. S2013779
 Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

[PLAINTIFF(S)]/TULLIO VITO FRANCESCO ESPOSITO

PETITIONER(S)

<PLAINTIFFS>/<PETITIONERS>

AND:

[DEFENDANT(S)/RESPONDENT(S)]

<DEFENDANTS>/<RESPONDENTS>

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

RESPONDENTS

No.
Estate No.

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
[NAME OF DEBTOR(S)]

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

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BEFORE THE HONOURABLE _____)
_____) dd/mm/yyyy 24/MAR/2023
_____) JUSTICE _____)

THE APPLICATION of [RECEIVER'S NAME], MNP Ltd., in its capacity as Court-appointed [Receiver or Receiver and Manager] Liquidator (the "Receiver Liquidator") of 304768 B.C. the assets, undertakings and properties of [Name of Debtor] 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 Receiver Liquidator, and those other counsel listed on Schedule "A" hereto, and no one else appearing for _____, although duly served; AND UPON READING the material filed, including the Report of the Liquidator Receiver dated March 10, 2023 (the "Report") [1];

THIS COURT ORDERS AND DECLARES THAT:

- The sale transaction transactions (the "Transaction Transactions") contemplated by the [Asset Purchase Agreement] 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") between the Receiver and [Purchaser] (the "Purchaser") [2], a copy of which is attached as Appendix "A" to the Report is, are hereby approved, and the Sale Agreement is commercially reasonable [3]. The execution of the Sale Agreement by the Receiver Liquidator is hereby authorized and approved, and the Receiver 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 Transaction Transactions and for the conveyance to Purchaser #1 of the Purchaser of Purchased Assets #1 as set out in Schedule "C" and for the assets conveyance to Purchaser #2 of the Purchased Assets #2 set out in Schedule "D", as described in the Sale Agreement (the "Purchased Assets").
- Upon delivery by the Receiver Liquidator to the Purchaser #1 and Purchaser #2 of a certificate certificates substantially in the form attached as Schedule "B" hereto (the "Receiver's Certificate Liquidator's Certificates"), all of the Debtor's 304768 B.C. Ltd.'s ("304") right, title and interest in and to the Purchased Assets described in the Sale Agreement [and listed on Schedule "C" hereto] #1 and Purchased Assets #2 shall vest absolutely in the 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),

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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~~" ~~(G)~~"), including, without limiting the generality of the foregoing: (i) ~~any encumbrances or charges created by the Order of this Court dated [Date]~~; (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~~ 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 ~~Schedule "E" hereto~~, 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. ~~[7] #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 ~~[Receiver's counsel]~~ Owen Bird Law Corporation, solicitors for the ~~Receiver~~ Liquidator, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:

(a) enter ~~the~~ Purchaser #1 as the owner of the ~~Lands~~ Purchased Assets #1, as identified in Schedule "~~F~~" ~~hereto~~, 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 ~~Lands~~ Purchased Assets #1, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of ~~the~~ Purchaser #1 in and to the ~~Lands~~ Purchased Assets #1 is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of ~~the~~ Purchaser #1 as aforesaid; ~~and~~

(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

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(b)(c) having considered the interest of third parties, to discharge, release, delete and expunge from title to the ~~Lands~~Purchased Assets #1 and Purchased Assets #2 all of the registered Encumbrances except for those listed in Schedule "~~E~~" ~~[9]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 ~~[9]~~ 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 ~~Receiver's Certificate~~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 ~~[10]~~, 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 ~~Receiver~~Liquidator is to file with the Court ~~a copy~~copies of the ~~Receiver's Certificate~~Liquidator's Certificates forthwith after delivery thereof.

~~6. Pursuant to Section 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act or Section 18(10)(o) of the Personal Information Protection Act of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in Schedule "~~E~~" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor. [11]~~

~~7.6. 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 Receiver~~Liquidator to ~~the~~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 ~~Schedule "E"~~Schedules "G" and "H".

~~8.7. The Receiver~~Liquidator, with the consent of ~~the~~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 ~~[provided that the Closing Date occurs by _____ or within _____ days of the date of this Order].~~

9.8. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of ~~the Debtor~~304 now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

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(c) any assignment in bankruptcy made by or in respect of ~~the Debtor304~~,

the vesting of the Purchased Assets #1 in ~~the 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 ~~the Debtor304~~, and shall not be void or voidable by creditors of ~~the Debtor304~~, 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.

~~10.9.~~ 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 ~~ReceiverLiquidator~~ 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 ~~ReceiverLiquidator~~, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the ~~ReceiverLiquidator~~ and its agents in carrying out the terms of this Order.

~~11.10.~~ The ~~ReceiverLiquidator~~ 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:

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Signature of

Party Lawyer for the Petitioners

<Print Name>

Signature of

Party Lawyer Heather A. Frydenlund,
lawyer for <nameMNP Ltd. in its capacity as
Liquidator of party(ies)>304768 B.C. Ltd. and
Glenmerry.

<Print Name>

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REGISTRAR

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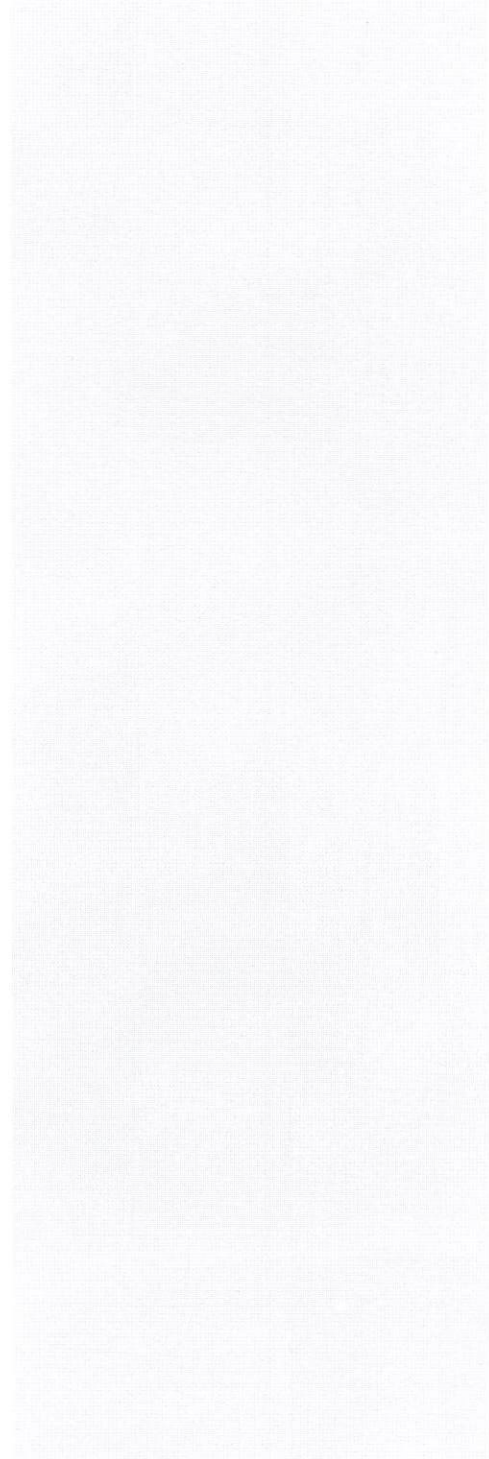
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Schedule A – Purchased Assets

{Note: Specifically list legal titles if Real Property}

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Schedule B — Claims to be deleted/expunged from title to Real Property



Schedule C — Permitted Encumbrances, Easements and Restrictive Covenants
related to Real Property

1. — The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

1. — 

BRITISH COLUMBIA MODEL APPROVAL AND VESTING ORDER
EXPLANATORY NOTES

List B.C. Model Insolvency Order Committee
Vancouver, British Columbia

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These Notes are to be read together with the new Model Approval and Vesting Order developed by the B.C. Model Insolvency Order Committee (as described below).

[1] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. In the past, the Land Title Office has been unwilling to vest off interests without proof that certain parties have been served. Accordingly, it is recommended that the Order itself reflect service on all parties whose interests are to be removed from title.

[2] If the Purchased Assets include real property, counsel will need to describe the Purchaser in accordance with how it wishes to be described on title including Purchaser's full name, Incorporation details if applicable, address, joint tenancy, etc.

[3] Section 247 of the *Bankruptcy and Insolvency Act*, section 68(2) of the *British Columbia Personal Property Security Act* and the relevant case authorities provide that the Receiver has a duty to ensure that any sale of assets is commercially reasonable. Accordingly, it has become the practice of Receivers and their counsel to seek a declaration of the Court that a particular asset sale is commercially reasonable. The Receiver and its counsel should ensure that there is sufficient evidence to enable the Court to make a finding that the transaction to be approved is commercially reasonable, including without limitation evidence as to marketing and any appraisals. Counsel

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[4] In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.

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[5] To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a schedule. Some judges prefer to have the Sale Agreement itself appended as a schedule to the Order.

[6] The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the BCMIOC's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

~~Current to August 1, 2015~~

~~- 2 -~~

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~~[7] The Order is not intended to relieve the Debtor, the Receiver or any Purchaser of any applicable statutory or regulatory requirements arising on the transfer of the Purchased Assets (for example, complying with Forest Act requirements in respect of the transfer of a license such as a Forest License).~~

~~[8] This provision is required if the Purchased Assets include real property. In addition, in some cases, it is appropriate to provide that the Petitioner or Plaintiff provide a release of its Certificate of Pending Litigation.~~

~~[9] The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds". In some cases, it may be appropriate to direct the Receiver to pay certain claims, such as, for example, to secured creditors where there is no issue as to priority.~~

~~[10] This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

~~[11] The Receiver and Purchaser should take care to act under this provision with respect to the Purchased Assets only.~~

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Current to August 1, 2015

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<u>COUNSEL,</u>	Action No. _____ <u>NAME OF PARTY(IES)</u> <u>REPRESENTED</u>

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Schedule B – Liquidator’s Certificate

No. S2013779
Vancouver Registry

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IN THE SUPREME COURT OF BRITISH COLUMBIA

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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:

- I. 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:

No. S2013779
Vancouver Registry

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IN THE SUPREME COURT OF BRITISH COLUMBIA

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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 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:

Current to August 1, 2015

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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")

Current to August 1, 2015

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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 1188121) DISTRICT LOT 4598
KOOTENAY DISTRICT PLAN 2436 EXCEPT PART
INCLUDED IN PLAN 13260

(collectively, “Purchased Assets #2”)

Current to August 1, 2015

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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:

I. NIL

Current to August 1, 2015

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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 1188121) 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

Current to August 1, 2015

5. Nature: Statutory Right of Way

Registration Number: U20888

Registration Date: 09/19/1985

Registered Owner: West Kootenay Power and Light Company, Limited

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Current to August 1, 2015

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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 1188121) DISTRICT LOT 4598
KOOTENAY DISTRICT PLAN 2436 EXCEPT PART
INCLUDED IN PLAN 13260

Current to August 1, 2015

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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

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:

{PLAINTIFF(S)/PETITIONER(S)}
Plaintiff(s)/TULLIO VITO FRANCESO ESPOSITO
Petitioner(s)

- and -

{DEFENDANT(S)/RESPONDENT(S)}
Defendant(s)/Respondent(s)

AND:

Action No. _____
Estate No. _____
304768 B.C. LTD., GLENMERRY MARKET LTD.,
and DEMITRIA LORAIN ESPOSITO
Respondents

ORDER MADE AFTER APPLICATION
(APPROVAL AND VESTING ORDER)
IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
{THE DEBTOR(S)}

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SCHEDULE "B"
[DISTRIBUTION ORDER]

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TULLIO VITO FRANCESO ESPOSITO

Petitioner

AND:

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

Respondents

**ORDER MADE AFTER APPLICATION
(DISTRIBUTION ORDER)**

BEFORE) JUSTICE) 24/MAR/2023
))

ON 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 and on hearing HEATHER A. FRYDENLUND, counsel for the Liquidator, and no-one else appearing, although given notice in accordance with the Rules of the Court, and on reading the materials filed herein:

THIS COURT ORDERS THAT:

1. The Liquidator is authorized to make distributions on account of funds payable to the Tullio Esposito (Sr.) Trust (the “**Trust**”) arising from the disposition of assets in the within liquidation proceedings (“**Trust Funds**”) directly to the beneficiaries of the Trust as follows:

- a) to Smetheram & Company (“**Smetheram**”) in trust, in its capacity as legal counsel for the beneficiary, Tullio Vito Franceso Esposito (“**Tullio**”); and

b) to Hunter Litigation Chambers (“**Hunter**”) in trust, in its capacity as legal counsel for the beneficiary, Demetria Loraine Esposito (“**Demetria**”).

2. All Trust Funds distributed by the Liquidator to Hunter, on behalf of Demetria, and to Smetheram, on behalf of Tullio, will be deemed to have been paid to and flowed through the Trust, and the Liquidator will have no further liability whatsoever in respect thereof.

3. Should Smetheram or Hunter refuse to accept receipt of Trust Funds as contemplated by this Order, or should the Liquidator otherwise determine it to be prudent in the circumstances, then the Liquidator may pay any Trust Funds into Court to the credit of this proceeding.

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

By the Court.

Registrar

No. S2013779
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TULLIO VITO FRANCESO ESPOSITO

Petitioner

AND:

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

Respondents

**ORDER MADE AFTER APPLICATION
(DISTRIBUTION ORDER)**

OWEN BIRD LAW CORPORATION

P.O. Box 1
Vancouver Centre II
2900 – 733 Seymour Street
Vancouver, BC V7B 0S6
Attention: Heather A. Frydenlund
File No. 39937-0000
