



COURT 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 S. 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 SECOND REPORT TO COURT**

---

**January 20, 2023**

**304768 B.C. LTD. AND GLENMERRY MARKET LTD.****TABLE OF CONTENTS**

INTRODUCTION AND BACKGROUND	1
PURPOSE OF THE REPORT	2
LIQUIDATOR'S ACTIVITIES SINCE ITS FIRST REPORT	2
SALES AND MARKETING	3
LIQUIDATOR'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS	4
CONCLUSION AND RECOMMENDATION	5

**APPENDICES**

- A. Substitution Order dated December 21, 2022
- B. Accepted Offer from Myers for 3192 Highway Drive dated October 11, 2022
- C. Colliers' Marketing Report Dated December 20, 2022
- D. Interim Statement of Receipts and Disbursements for the period March 22, 2022 to January 15, 2023

## INTRODUCTION AND BACKGROUND

1. The Bowra Group Inc. (“**TBGI**”) was appointed Liquidator (the “**Liquidator**”) of the assets and undertakings of 304768 B.C. Ltd. and Glenmerry Market Ltd. (collectively the “**Companies**”) on March 22, 2022, pursuant to a Court Order from the Supreme Court of British Columbia.
2. Effective December 1, 2022, TBGI merged with MNP Ltd. (“**MNP**”) and pursuant to a Substitution Order granted December 21, 2022, MNP was substituted as Liquidator in place of TBGI. A copy of the Substitution Order is attached as **Appendix A**.
3. The Companies own and operate commercial and residential real estate located in Trail, B.C. The real estate consists of the following six properties (the “**Properties**”):
  - i. 3550 Highway Drive (30-unit rental building);
  - ii. 3188 Highway Drive (42-unit rental building with an office);
  - iii. 3192 Highway Drive (1 ½ storey commercial building);
  - iv. 1976 Seventh Avenue (12, four-unit, two level rental townhouses);
  - v. 1450 Cedar Avenue (2 storey mixed commercial building); and,
  - vi. 3427 Laburnum Drive (Residential single-family home).
4. 3550 Highway Drive, 3188 Highway Drive, and 1976 Seventh Avenue are multi-family residential properties, and each multi-family property is rented to long-term tenants. The multi-family properties are managed on a day-to-day basis by property managers who reside on the premises.
5. 1450 Cedar Avenue and 3192 Highway Drive are commercial properties. Currently, only 1450 Cedar Avenue is rented.
6. 3427 Laburnum Drive is a single-family home. The Court granted an approval and vesting order on July 28, 2022 for the sale of the 3427 Laburnum Drive property for \$435,000. The sale completed on September 1, 2022.
7. The Companies are owned by the Tullio Esposito (Sr.) Trust, of which there are two beneficiaries, Tullio Esposito (Jr.) and Demitria Esposito.
8. The Liquidator is conducting a sales process to liquidate the Properties and wind-up the Companies.

9. This is the Liquidator's Second Report to Court (the "**Second Report**") and should be read in conjunction with the First Report to Court dated July 8, 2022 (the "**First Report**")

### **PURPOSE OF THE REPORT**

10. The purpose of this report is to:
- i. Provide an update to the Court on the Liquidator's activities since its First Report;
  - ii. Provide the Court with a summary of the Liquidator's sales and marketing efforts to date;
  - iii. Request the Court's approval for the sale of 3192 Highway Drive to Myers Roofing Inc. ("**Myers**");
  - iv. Provide financial statements for the Companies in the form of the Liquidator's Interim Statement of Receipts and Disbursements for the period of March 22, 2022 to January 15, 2023.

### **LIQUIDATOR'S ACTIVITIES SINCE ITS FIRST REPORT**

11. The Liquidator performed the following since its First Report:
- i. Held discussions and correspondence with the realtors regarding the sales and marketing process;
  - ii. Completed the sale of 3427 Laburnum Drive;
  - iii. Negotiated a sale of 3192 Highway Drive to Myers, subject to Court approval;
  - iv. Arranged for environmental assessments to be completed for the Properties;
  - v. Liaised with the property managers to ensure continuation of operations;
  - vi. Liaised with vendors and suppliers to ensure continued supply of goods and services.
  - vii. Reviewed and reconciled monthly rental income by property;
  - viii. Arranged for necessary repairs and maintenance work to be performed at the properties;
  - ix. Held numerous discussions and correspondence with legal counsel; and
  - x. Prepared financial information for tax returns; and,
  - xi. Engaged Grant Thornton LLP to prepare and file the tax returns.



## SALES AND MARKETING

12. The Receiver engaged Colliers Macaulay Nicolls Inc. (“**Colliers**”) to market and sell the Properties. Colliers partnered with Mario Berno of RE/MAX All Pro Realty (“**RE/MAX**”) to act as their local agent in Trail.
13. 3192 Highway Drive has been listed for sale since May 31, 2022 for \$250,000.
14. The Liquidator accepted an offer from Myers for \$220,000, subject to Court approval.
15. Colliers and RE/MAX performed the following marketing activities with respect 3192 Highway Drive:
  - i. Prepared and distributed brochures;
  - ii. Emailed Colliers’ investor and developer database with over 2,500 recipients;
  - iii. Marketed on Colliers’ website, Bill Randall’s personal website and Mario Berno’s RE/MAX website;
  - iv. Sent due diligence packages to 19 interest parties;
  - v. Made over 30 personal phone calls;
  - vi. Received over 40 phone calls;
  - vii. Listed on MLS and realtor.ca with over 200 views;
  - viii. Sent two commercial email broadcasts to over 4,000 realtors in B.C.; and,
  - ix. Facilitated 10 on-site tours.
16. Colliers received seven offers on 3192 Highway Drive as summarized below:
  - i. Offer #1 dated June 28, 2022 for \$80,000;
  - ii. Offer #2 dated July 6, 2022 for \$150,000;
  - iii. Offer #3 dated July 7, 2022 for \$250,000;
  - iv. Offer #4 dated August 24, 2022 for \$220,000;
  - v. Offer #5 dated August 8, 2022 for \$250,000;
  - vi. Offer #6 dated October 11, 2022 for \$220,000 – Myers offer;
  - vii. Offer #7 dated November 17, 2022 for \$80,000.
17. The Liquidator accepted the two offers at \$250,000, however, the purchasers were not able to remove subjects, and the deals collapsed.

18. The Liquidator accepted an offer from Myers for \$220,000 on October 6, 2022, and the subjects were removed on December 5, 2022.
19. Attached as **Appendix B** is a copy of the Myers offer.
20. Colliers advises that the property is in poor conditions and given the current market conditions, Colliers believes that the Myers offer is a strong offer and recommends Court approval.
21. Attached as **Appendix C** is Colliers' marketing report dated December 20, 2022 recommending the acceptance of the Myers offer.
22. The Liquidator believes that the Myers Offer represents a fair and reasonable price for 3192 Highway Drive. The Liquidator respectfully recommends that this Honourable Court approve the Myers offer.
23. The Liquidator has not identified any creditors of the Company who might be prejudiced by acceptance of the Myers Offer.

#### **LIQUIDATOR'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**

24. Pursuant to Section 330 of the *British Columbia Business Corporations Act* the Liquidator is required to produce financial statements in the form considered appropriate by the Liquidator at least once in every 12-month period. The Liquidator's interim statement of receipts and disbursements is the form of financial statement prepared by the Liquidator.
25. The Liquidator's Interim Statement of Receipts and Disbursements for the period March 22, 2022 to January 15, 2023 is attached as **Appendix D**.

**CONCLUSION AND RECOMMENDATION**

26. Based on recommendations from Colliers and RE/MAX, the Liquidator accepted an offer to sell 3192 Highway Drive to Myers, subject to Court approval.
27. The Liquidator respectfully recommends that this Honourable Court approve the Myers offer to purchase 3192 Highway Drive for \$220,000.

All of which is respectfully submitted this 20<sup>th</sup> day of January 2023.

**MNP Ltd.**

In its capacity as Liquidator of 304768 B.C. Ltd. and Glenmerry Market Ltd.

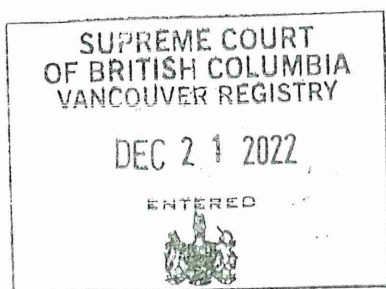
Per:

*Doug Chivers*

Douglas Chivers, CA, CIRP

**APPENDIX A**

Substitution Order dated December 21, 2022



NO. S2210003  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985,  
c. B-3, as amended, and the COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.  
1985, c. C-36, as amended, and the BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57

and

IN THE MATTER OF THE BOWRA GROUP INC.  
AND MNP LTD.

**ORDER MADE AFTER APPLICATION  
(SUBSTITUTION ORDER)**

BEFORE THE HONOURABLE  
JUSTICE STEPHENS

WEDNESDAY, DECEMBER 21, 2022

ON THE APPLICATION of MNP Ltd. ("MNP"), with the consent of The Bowra Group Inc. ("TBG"), coming on for hearing at Vancouver, British Columbia, on the 20<sup>th</sup> day of December, 2022, AND ON HEARING William L. Roberts, counsel for MNP, with the Office of the Superintendent of Bankruptcy and the Canada Revenue Agency, having been served and not opposing; AND UPON READING the materials filed, including the Petition, the Affidavit #1 of Grant Bazian and the Affidavit #1 of Mario Mainella;

THIS COURT ORDERS that:

**Notice of this Application**

1. Any timelines for notice under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"), the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA"), the *British Columbia Business Corporation Act*, S.B.C. 2002, c. 57 (the "BCBCA"), or other legislation or authority be and is hereby abridged such that this application is properly returnable today.

### Substitution of MNP and Discharge of TBG

2. Effective as of the date of this Order (the “**Substitution Date**”), MNP is hereby substituted in place of TBG as:
- (a) trustee in bankruptcy/licensed insolvency trustee (in that capacity, “**Trustee**”);
  - (b) privately-appointed receiver pursuant to the BIA, or court-appointed receiver or receiver-manager (in that capacity, “**Receiver**”);
  - (c) proposal trustee pursuant to Part III, Division I of the BIA (in that capacity, “**Proposal Trustee**”);
  - (d) administrator of consumer proposals pursuant to Part III, Division II of the BIA (in that capacity, “**Administrator**”);
  - (e) monitor of a company appointed under s. 11.7 of the CCAA (in that capacity, the “**Monitor**”); and
  - (f) liquidator of a company appointed under s. 324 of the BCBCA (in that capacity, the “**Liquidator**”)

for each of the estates listed as **Schedule “A”** to this Order (collectively, the “**Estates**”) and as trustee of the accounts listed on **Schedule “B”** to this Order (collectively, the “**Trust Accounts**”). For clarity, the Estates shall not include any appointment made solely under a provincial statute from outside of British Columbia.

3. As of the Substitution Date, MNP is authorized and directed to continue and complete the administration of the Estates and to deal with any property of the Estates in accordance with the duties and functions of a Trustee, Receiver, Proposal Trustee, Administrator, Liquidator, or Monitor (each, an “**Insolvency Professional**”), as the case may be, as set out in the BIA, the *Bankruptcy and Insolvency General Rules*, CRC, c 368 (the “**BIA Rules**”), the CCAA, the BCBCA, any other applicable statute in force federally or provincially, and any court order or instrument, as applicable, and to receive all remuneration of an Insolvency Professional under the BIA, the BIA Rules, the CCAA, the BCBCA, any other applicable statute in force federally or provincially, and any court order or instrument, as applicable, in the Estates for services performed from the commencement of each of the Estates until MNP is discharged as Insolvency Professional, less any remuneration already received by TBG.
4. For greater certainty, s. 39(4) of the BIA shall not apply to the substitution of MNP for TBG pursuant to this Order.
5. The requirement and responsibility for taxation or other approval of the Insolvency Professional’s accounts in respect of the Estates, where applicable, with respect to all work performed in respect of such Estates after the Substitution Date, through to the completion of the administration of the Estates and discharge of MNP as Insolvency Professional, is hereby assigned and transferred from TBG to MNP.



6. From and after the Substitution Date, MNP is hereby required, in respect of the Estates, to obtain from TBG as the former Insolvency Professional, where applicable, all books, estate records, documents including work in progress, billing or time records in support of any claims made for time charges and advances on fees made by the former Insolvency Professional, and detailed trial balances (electronic or otherwise) from the date of respective and applicable filing showing all the funds received and disbursed since the applicable initial filing, notwithstanding MNP assuming responsibility for the Estates and Trust Accounts as of the Substitution Date.
7. As of the Substitution Date, TBG is discharged as Insolvency Professional of the Estates and as trustee of the Trust Accounts. Specifically, with respect to its role as a Liquidator, TBG shall be discharged as Liquidator of those Estates pursuant to s. 325(3)(s) of the BCBCA.
8. The substitution of MNP in place of TBG and the discharge of TBG is without prejudice to the rights of the Superintendent of Bankruptcy or other professional body to commence or pursue any professional conduct matters relating to the Estates or the Trust Accounts.
9. On the transfer of the Estates to MNP: (i) neither MNP nor TBG shall be required to prepare a Statement of Receipts and Disbursements or to pass its accounts or notify parties for the Estates or otherwise comply with s. 36 of the BIA and Rule 61 of the BIA Rules; (ii) TBG shall not be required to retain all books, records and documents of the Estates as set out in Rule 68 of the BIA Rules; (iii) neither TBG nor MNP shall be required to file with the Registrar of Corporations the notices required under ss. 329 of the BCBCA, as applicable, and instead, MNP shall send a copy of this Order to the Registrar of Corporations; and (iv) for greater certainty and notwithstanding the specific obligations and provisions of the BIA referenced herein, except as otherwise provided in this Order, TBG shall have no further obligations following the Substitution Date in respect of its capacity as former Insolvency Professional of the Estates and former trustee of the Trust Accounts, and no liabilities for events transpiring after the Substitution Date in respect of the Estates or Trust Accounts.
10. MNP shall take reasonable steps to ensure continuity in the administration of the Estates and shall make no substantial changes to personnel involved with the administration of the Estates, outside the ordinary course of business and as far as is practicable.
11. In respect of any bankruptcy estate, proposal or consumer proposal where TBG has been discharged as a Trustee, Proposal Trustee or Administrator, as the case may be, MNP is vested with the powers granted under s. 41(10) of the BIA in respect of those Estates and MNP is entitled to any future remuneration arising from the administration of those Estates.
12. In respect of any receivership estate where TBG has been discharged as Receiver, MNP is vested with the powers granted under the order appointing TBG as Receiver.
13. In respect of any proceedings under the CCAA where TBG has been replaced as Monitor, MNP is vested with the rights, powers, and protections granted under the order

appointing TBG as Monitor and the rights, powers, and protections conferred upon TBG as Monitor pursuant to the CCAA.

14. The Canada Revenue Agency (“CRA”) representation authorization forms, Form T1013, of any bankrupt, debtor, or entity in the Estates signed in favour of TBG shall be deemed to be transferred to MNP and shall be recognized by CRA, without any requirement by MNP to obtain new signed T1013 forms.

### **Trust Accounts and Payments**

15. As of the Substitution Date, MNP shall be substituted for TBG as holder of any and all consolidated trust bank accounts and all other trust bank accounts in the name of TBG in relation to the Estates, including but not limited to the Trust Accounts, and TBG and MNP are hereby authorized to take all steps and execute any instrument or documentation required or necessary for such purpose to give effect to this paragraph.
16. The banks, financial institutions, or other deposit-taking institutions at which the Trust Accounts identified in Schedule “B” to this Order are held are hereby expressly authorized to take all steps and execute any instrument or documentation required or necessary to give effect to the substitution of MNP for TBG as holder of any and all consolidated trust bank accounts and all other trust bank accounts in the name of TBG in relation to the Estates, including but not limited to the Trust Accounts.
17. As of the Substitution Date, and notwithstanding s. 8(1) of Directive 5R7, Estate Funds and Banking issued on May 23, 2021 by the Office of the Superintendent of Bankruptcy, MNP is hereby expressly permitted to operate two consolidated trust accounts in its capacity as Trustee or Administrator of the Estates in relation to which MNP acts as Trustee or Administrator.
18. Any post-dated cheques of any debtor or bankrupt in relation to the Estates made payable to TBG may be deposited by MNP into one of the Trust Accounts as set out in Schedule “B” hereto.

### **Vesting of Property and Registrations**

19. All real and personal property wherever situated of the Estates, or where TBG has been discharged as trustee, receiver, proposal trustee or administrator (the “Former Estates”) but for which TBG retains an interest in the real or personal property, shall be vested in MNP and dealt with by MNP in accordance with the provisions of the BIA pursuant to its powers and obligations thereunder.
20. Upon presentation for registration in any relevant Land Title Office in British Columbia of a certified copy of this Order, together with a letter from Lawson Lundell LLP, solicitors for MNP, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to substitute the name of MNP in place of TBG on any registration in favour of TBG in any real property in which an Estate or Former Estate has an interest.



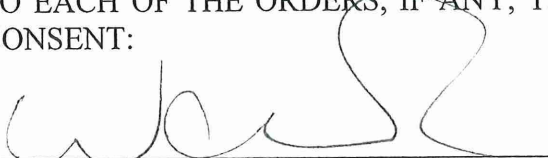
21. MNP shall forthwith give security in cash or by bond of a guarantee company, satisfactory to the Official Receiver for the due accounting for the payment and transfer of all property received by it and for the due and faithful performance of MNP's duties pursuant to s. 16(1) of the BIA.

### **General**

22. This Order shall be effective in all court registries in British Columbia, notwithstanding it is brought in the Vancouver Registry only, and MNP shall cause a copy of this Order to be filed in the Court files for each of the Estates where a Court file has been or will be opened.
23. Any judge who is seized of or is supervising the court proceedings relating to any Estate shall be at liberty to amend, vary or set-aside any provision of this Order as it relates to that court proceeding or Estate.
24. A copy of this Order, without Schedules "A" or "B", shall posted on the websites of TBG and MNP and, where applicable for the Estates, a copy posted to the respective webpages for each of the Estates in question, and such notice shall constitute good and sufficient notice to all bankrupts, creditors, debtors and other interested parties of the Estates. Any requirement, in the BIA, the BIA Rules, or otherwise, for notification of this application or this Order to creditors, bankrupts, debtors, interested parties of the Estates, the OSB, and any other person, is hereby waived.
25. MNP and TBG may apply to this Court for further Orders or advice and directions with respect to this Order and its substitution in the Estates.
26. This Court requests the aid, recognition and assistance of all courts having jurisdiction, wherever located, to give effect to this Order and to assist MNP and TBG and their respective agents in carrying out the terms of this Order. All such courts are respectfully requested to make such orders and to provide such assistance to MNP and TBG, as officers of this Court, as may be necessary or desirable to give effect to this Order or to assist MNP and TBG and their respective agents in carrying out the terms of this Order.

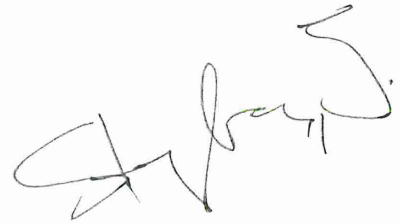
- 27. MNP and TBG are authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order.
- 28. This Order does not abrogate or derogate from any Court-ordered, contractual, or statutory protections from which MNP or TBG may benefit by virtue of their appointment as Insolvency Professional in relation to one or more of the Estates.

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:



William L. Roberts  
Counsel for MNP Ltd.

BY THE COURT




REGISTRAR

ORDERED  
mm

## SCHEDULE "A"

Debtor / File name	OSB Number	Insolvency Type	Admin Type
<b>Corporate</b>			
<b>Alberta</b>			
1207216 ALBERTA LTD.	24-115780	Receivership	
1436126 ALBERTA LTD.	24-116182	Receivership	
3E GLASS (CALGARY) LTD.	25-2708554	Assignment	Ordinary
3E GLASS (EDMONTON) LTD.	24-2721122	Assignment	Ordinary
608772 ALBERTA LTD. and 1943969 ALBERTA LTD. o/a BIRCHWOOD AUTO BODY	24-116227 and 24-116228	Receivership	
ALLIANCE MUSHROOMS LTD.	24-2803451	Assignment	Ordinary
CHATUR HOLDINGS LTD.	24-2476632	Assignment	Ordinary
CHATUR HOLDINGS LTD. and GLOBE IMPORTS (ONTARIO) LTD.	24-115980	Receivership	
DASNIER BAY DEVELOPMENTS LTD.	24-115861	Receivership	
DESTINY BIOSCIENCE GLOBAL CORP.	24-116113	Receivership	
DEVLIN CONSTRUCTION LTD.	24-2472485	Assignment	Ordinary
DGS CONSTRUCTION LTD.	24-2709766	Assignment	Ordinary
FOSSIL EPC LTD.	24-2813279	Assignment	Ordinary
FRONTLINE CIVIL HOLDINGS INC.	24-2536823	Assignment	Ordinary
GILL'S VACUUM SERVICE LTD	24-116264	Receivership	
GRAN SABANA INVESTMENTS LTD.	25-095303	Receivership	
ICON READY MIX LTD.	24-2578731	Bankruptcy Order	Ordinary
KALCO FARMS LTD	24-2731662	Assignment	Ordinary
KALCO INVESTMENTS LTD	24-2731666	Assignment	Ordinary
MACFAM MECHANICAL LTD.	24-116145	Receivership	
QUANTUM POWER SERVICES INC.	24-2790439	Assignment	Ordinary
R.D.E. VENTURES INC.	24-2536824	Assignment	Ordinary
S7 VENTURES LTD.	24-2472470	Assignment	Ordinary
SHAMROCK VALLEY ENTERPRISES LTD.	24-116190	Receivership	
SIGNATURE MUSHROOMS LTD	24-116217	Receivership	
SIGNATURE MUSHROOMS LTD.	24-2803394	Assignment	Ordinary
SUMO SUMO LTD.	24-2418608	Proposal	Division I
V-VA SALON & SPA LTD.	24-2812540	Assignment	Ordinary
<b>British Columbia</b>			
0744095 B.C LTD.	11-2490512	Assignment	Ordinary
0806433 B.C LTD.	11-2648230	Assignment	Ordinary
0876242 B.C. LTD. AND GATEWAY DEVELOPMENT LIMITED PARTNERSHIP	11-254398	Receivership	
0975210 B.C. LTD.	11-1932101	Assignment	Ordinary
0981478 B.C.Ltd.	11-2540146	Bankruptcy Order	Ordinary
1092545 B.C. LTD.	11-2532633	Bankruptcy Order	Ordinary
1104194 B.C. LTD. 2173 ARGYLE AVENUE LIMITED PARTNERSHIP	11-254311	Receivership	
1104749 B.C. LTD.	11-2669835	Proposal	Division I
1143924 B.C. LTD., BUFFALO-GENTAI (ST. JOHNS) INVESTMENT LIMITED PARTNERSHIP, BUFFALO-GENTAI DEVELOPMENT LTD.	11-254374	Receivership	
304768 B.C. LTD. and GLENMERRY MARKET LTD.	N/A	Liquidation	
3E GLASS LTD.	11-2708551	Assignment	Ordinary
439281 B.C. LTD.	11-1713676	Assignment	Ordinary
611802 B.C. LTD.	11-2545514	Bankruptcy Order	Ordinary
629518 B.C. LTD.	11-253915	Bankruptcy Order	Ordinary
647497 B.C. LTD.	11-2430287	Bankruptcy Order	Ordinary
830480 ALBERTA INC. (RIVERPOINTE)	11-253703	Receivership	
ABERDANE CONSTRUCTION LTD.	11-2222418	Assignment	Ordinary
ALDERBRIDGE WAY LIMITED PARTNERSHIP, ALDERBRIDGE WAY GP LTD. AND	0000550-2022-BC	CCAA	
ALPHA NEON LTD.	11-1585079	Assignment	Ordinary
ALTERRUS SYSTEMS INC.	11-1829419	Assignment	Ordinary
ARTIGIANO ROASTING CO. INC.	11-2077882	Proposal	Division I
BIOFERT MANUFACTURING INC.	11-253884	Receivership	
BIOFERT MANUFACTURING INC.	11-253892	Bankruptcy Order	Ordinary
BRITISH COLUMBIA DISCOVERY FUND INC	N/A	Liquidation	
CAFFE ARTIGIANO INC.	11-2077891	Proposal	Division I
CANADIAN INTEGRATED AGRICULTURE INC	11-253883	Receivership	



Debtor / File name	OSB Number	Insolvency Type	Admin Type
CANADIAN INTEGRATED AGRICULTURE INC.	11-253968	Bankruptcy Order	Ordinary
CAVALLO WINERY LTD.	11-254422	Receivership	
CERTIFIED COATING SPECIALISTS INC.	11-2078661	Assignment	Ordinary
CERTIFIED COATING SPECIALISTS INC.	11-253951	Receivership	
CHANDLER HOMER STREET VENTURES LTD.	11-252243	Receivership	
CONDOR PROPERTIES LTD	11-2137129	Assignment	Ordinary
CONFORM CONSTRUCTION LTD.	11-1323956	Assignment	Ordinary
CONFORM CONSTRUCTION LTD.	11-252965	Receivership	
CONSHOT SYSTEMS INC.	11-1323953	Assignment	Ordinary
COOK AND KATSURA HOMES INC.	11-252244	Receivership	
CRAILAR TECHNOLOGIES	11-2142042	Assignment	Ordinary
CRISSEY FIELD MEDIA INC.	11-253382	Bankruptcy Order	Ordinary
DOVE MOUNTAIN RESOURCES OF CANADA INC.	11-2606942	Bankruptcy Order	Ordinary
EASY CARE RESTORATION LTD.	11-1607369	Assignment	Ordinary
ECOMARINE PRODUCTS LTD.	11-2556389	Assignment	Ordinary
Edna Global Management (Flamingo) Inc.	11-2248422	Assignment	Ordinary
ENIGMA INTERCONNECT INC. (0116496 B.C. Ltd.)	11-253396	Bankruptcy Order	Ordinary
ENIGMA INTERCONNECT INC. Receivership	11-253392	Receivership	
EVELYN PROPERTIES LTD.	11-1510921	Proposal	Division I
EVELYN PROPERTIES LTD.	11-1510921	Assignment	Ordinary
FLYING CAMERAS INC.	11-254003	Bankruptcy Order	Ordinary
FOOTPRINTS ON THE SHORE BOOKS MUSIC GIFTS LTD.	11-1754641	Assignment	Ordinary
GREENSMART MANUFACTURING LTD.	11-1731237	Assignment	Ordinary
GREENSMART SHELTERS INC	11-1731240	Assignment	Ordinary
HALO METRICS INC.	11-2772940	Assignment	Ordinary
HAMILTON & SPILL LTD. Receivership	11-252691	Receivership	
HUDSON'S LANDING PUB LTD.	11-1553474	Assignment	Ordinary
IMOGO MOBILE TECHNOLOGIES CORP.	11-253603	Bankruptcy Order	Ordinary
IMOGO MOBILE TECHONOLOGIES CORP.	11-253582	Receivership	
INTERNATIONAL HERBS (B.C.) LTD	11-254163	Receivership	
KINGS LEGACY DEVELOPMENTS INC.	11-1590832	Assignment	Ordinary
KINGS LEGACY DEVELOPMENTS INC.	11-252663	Receivership	
KIP BROWN TRUCKING LTD.	11-1851476	Proposal	Division I
LEFT TECHNOLOGIES INC.	11-2651572	Assignment	Ordinary
LIGNOL ENERGY CORPORATION	11-253783	Receivership	
LIGNOL INNOVATIONS LTD.	11-253801	Receivership	
LOCAL GARDEN VANCOUVER INC.	11-1829382	Assignment	Ordinary
LUCKY 5 ENTERPRISES LTD.	11-253926	Bankruptcy Order	Ordinary
M3 STEEL (KAMLOOPS) LTD	11-1545697	Assignment	Ordinary
MALASPINA ENTERPRISES LTD.	11-1848863	Proposal	Division I
MEDICAN (WESTBANK) DEVELOPMENT LTD.	11-253487	Bankruptcy Order	Ordinary
MILLENIUM EVELYN PROPERTIES LTD. Receivership	11-253181	Receivership	
N & S FIT PALACE CORPORATION	11-2853728	Assignment	Ordinary
NANAIMO MARINE CENTRE LTD.	11-1713686	Assignment	Ordinary
NETLINK COMPUTER INC.	11-2317704	Assignment	Ordinary
NEW GROWTH CAPITAL CORP.	11-1662383	Assignment	Ordinary
NEWGEN HARRISON DEVELOPMENT INC.	11-1879440	Proposal	Division I
NFE MANUFACTURING INC.	11-254425	Receivership	
NFE MANUFACTURING INC.	11-2851687	Assignment	Ordinary
NISGA'A PACIFIC VENTURES LIMITED PARTNERSHIP	11-254158 / 11-254159	Receivership	
OCION WATER SCIENCES GROUP LTD.	11-1929567	Assignment	Ordinary
OCION WATER SCIENCES GROUP LTD.	11-253800	Receivership	
ONSTAR EXPLORATION LTD.	11-2561354	Bankruptcy Order	Ordinary
PAC-WEST INTERNATIONAL TRADING LTD.	11-1526373	Assignment	Ordinary
PANWOOD GLOBAL LTD.	11-254027	Bankruptcy Order	Ordinary
PERIMETER TRANSPORTATION LTD.	11-252486	Receivership	
PERIMETER TRANSPORTATION LTD.	11-1136620	Assignment	Ordinary
POLLARD EQUIPMENT (KAMLOOPS) LTD	11-1311215	Assignment	Ordinary
QUINSAM COAL CORPORATION	11-254199	Receivership	
REANEX INTERNATIONAL INC.	11-1311214	Assignment	Ordinary
RMK INVESTMENTS INC.	11-2438297	Proposal	Division I
SABLE FISH CANADA INC.	11-253772	Bankruptcy Order	Ordinary
SAFESTAR PRODUCTS COMPANY LIMITED	11-1957765	Assignment	Ordinary

Debtor / File name	OSB Number	Insolvency Type	Admin Type
SHELTER INDUSTRIES INC	11-1731232	Assignment	Ordinary
SHEMBI INTERNATIONAL MARKETING (UNITED BLVD) INC.	11-2648872	Assignment	Ordinary
SMITHE RESIDENCES LTD	11-254331	Receivership	
SNFW FITNESS B.C. LTD.	11-254272	Receivership	
SNFW FITNESS B.C. LTD.	11-2636604	Assignment	Ordinary
SOUTHWEST MOTORRAD LTD	11-253132	Bankruptcy Order	Ordinary
STRIKERS WELDING & FABRICATION LTD.	11-254424	Receivership	
STRIKERS WELDING & FABRICATION LTD.	11-2851655	Assignment	Ordinary
SUTUS INC.	11-253608	Bankruptcy Order	Ordinary
TA HOTEL MANAGEMENT LIMITED PARTNERSHIP	11-2667874	Assignment	Ordinary
TBA BEVERAGE INC.	11-2638450	Assignment	Ordinary
THE COLUMBIA RESTORATION COMPANY LTD.	11-253640	Bankruptcy Order	Ordinary
THOMPSON'S FOAM SHOP LTD	11-253784	Bankruptcy Order	Ordinary
TORRY & SONS PLUMBING AND HEATING LTD.	11-1790637	Assignment	Ordinary
TRAVEL AMERICA CANADA, INC.	11-2346180	Assignment	Ordinary
TYHEE GOLD CORP.	11-2278634	Assignment	Ordinary
VALUE EQUITY LTD.	N/A	Liquidation	
VI FITNESS CENTRES INC.	11-2373869	Assignment	Ordinary
VIGIL TECHNOLOGIES INC	11-2483312	Assignment	Ordinary
ZAO TRADING CORPORATION	11-2048177	Proposal	Division I
<b>Northwest Territories</b>			
MCCAW NORTH DRILLING & BLASTING LTD.	24-2561006	Proposal	Division I
<b>Ontario</b>			
GLOBE IMPORTS (ONTARIO) LTD.	32-2483613	Assignment	Ordinary
<b>Saskatchewan</b>			
101100090 SASKATCHEWAN LTD.	23-2654754	Proposal	Division I
<b>Consumer</b>			
<b>Alberta</b>			
Leder, Andrea Beth	24-2228324	Assignment	Ordinary
Leder, Gordon Anthony	24-2228415	Assignment	Ordinary
<b>British Columbia</b>			
Jackson, Eden	11-2215918	Assignment	Summary
Johnson, Kelly	11-2271133	Assignment	Summary
Salehi, Sina	11-2190997	Assignment	Summary
Arguello, Sylvianne, Aida AKA Wojtun	11-2156308	Proposal	Division II
Ballas, Chris, Panagiotis	11-2192876	Proposal	Division II
Cuayzon, Roochie Rubillos	11-2278546	Proposal	Division II
Donan Funes, Josue Antonio	11-2275429	Proposal	Division II
Foxcroft, Glenn, Allan	11-2159974	Proposal	Division II
Menjivar, Tiffany	11-2112888	Proposal	Division II
Sharma, Sonya Roshini	11-2250305	Proposal	Division II
Dhaliwal, Jaspreet Singh	11-2114565	Assignment	Ordinary
Petrick, Angela Clara	11-2145647	Assignment	Ordinary
Petrick, Rock Allan	11-2145646	Assignment	Ordinary
SINGH, GURMEET	11-2648761	Assignment	Summary
Podollan, David Paul	11-2621845	Bankruptcy Order	Ordinary
Hayes, Christopher Miles	11-2097203	Proposal	Division I
Johnson, Kelly	11-2271133	Proposal	Division I
Torres, Mary Phyllis	11-2085948	Proposal	Division I
Ungab, Arlene	11-2135750	Proposal	Division I
<b>Notes:</b>			
"Liquidation" type files do not have an OSB number			
Receivership, Liquidation and CCAA files do not have "Admin Type"			



NO. 5221003

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY  
ACT, R.S.C. 1985, c. B-3, as amended, and the COMPANIES'  
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as  
amended, and the BUSINESS CORPORATIONS ACT, S.B.C.  
2002 c. 57.

and

IN THE MATTER OF THE BOWRA GROUP INC.  
AND MNP LTD.

---

ORDER MADE AFTER APPLICATION

---



Barristers & Solicitors  
1600 Cathedral Place  
925 West Georgia Street  
Vancouver, British Columbia  
V6C 3L2

Phone: (604) 685-3456  
Attention: William L. Roberts

**APPENDIX B**

Accepted Offer from Myers for 3192 Highway Drive dated October 11, 2022



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

## CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: 2465575

DATE: October 11 2022

### PART I – INFORMATION SUMMARY



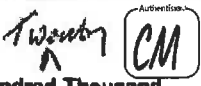
<b>1. Prepared By</b>			
1.1	Name of Brokerage Fair Realty		
1.2	Brokerage Address 602 Baker Street	Nelson	BC V1L4J4 Phone No. (250) 231-0153
1.3	REALTOR®s Name Deanne Slessor		
1.4	Personal Real Estate Corporation		
1.5	REALTOR®s Email Address deanneslessor@gmail.com	Fax No. (866) 232-1101	
1.6	Brokerage Phone No. (250) 480-3000	Fax No. (866) 232-1101	
<b>2. Parties to the Contract</b>			
2.1	Seller <u>The Bowra Group Inc / Court appointed Liquidator</u>		
	Seller _____		
	Seller _____		
2.2	Seller's Address		
2.3	Seller's Phone No.	Fax No.	
2.4	Seller's Email Address		
2.5	Seller's Incorporation No.	2.6	Seller's GST No.
2.7	Buyer <u>MYERS ROOFING INC/COLE MYERS</u>		
	Buyer _____		
	Buyer _____		
2.8	Buyer's Address	8131 OLD WANETA RD	TRAIL BC V1R4X1
2.9	Buyer's Phone No. 250-368-3180	Fax No.	
2.10	Buyer's Email Address		
2.11	Buyer's Incorporation No. BC0988406	2.12	Buyer's GST No.
<b>3. Property</b>			
3.1	Civic Address of Property	3192 HIGHWAY DRIVE	Trail BC V1R 4L2
3.2	Legal Description of Property AMENDED LOT 5 (SEE 887841) DISTRICT LOT 4698 KOOTENAY DISTRICT PLAN 2436		

BUYER'S INITIALS

SELLER'S INITIALS



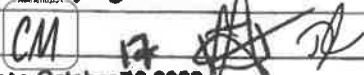
PROPERTY ADDRESS

PID 007-706-847			
<b>4. Purchase Price</b>		\$ 220,000	<del>-\$200,000.00-</del>
<b>4.1</b>	 Two Hundred Thousand		Dollars
<b>5. Deposit</b>			<b>Clause</b>
<b>5.1</b>	Deposit to be provided by the following date: <input type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> date _____ <input checked="" type="checkbox"/> other <u>DEPOSIT WITHIN 4 BUSINESS DAYS OF SUBJECT REMOVAL</u>		15
<b>5.2</b>	Amount of Deposit	\$ 10,000.00	TEN THOUSAND DOLLARS
<b>5.3</b>	Deposit to be paid in trust to BUYERS LAWYER OF CHOICE		15
<b>6. Completion Date</b>			
<b>6.1</b>	Completion Date	2 WKS FROM COURT APPROVAL	17
<b>7. Possession Date</b>			
<b>7.1</b>	Possession Date	SAME AS COMPLETION	18
<b>7.2</b>	Vacant Possession	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	18
<b>7.3</b>	All Existing Tenancies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>8. Adjustment Date</b>			
<b>8.1</b>	Adjustment Date	SAME AS COMPLETION	19
<b>9. Viewing Date</b>			
<b>9.1</b>	Viewing Date	October 04 2022	21
<b>10. Agency Disclosure</b>			
<b>10.1</b>	Seller's Designated Agent	REALTOR® <u>MARIO BERNO</u> REALTOR® _____ Brokerage <u>REMAX ALL PRO REALTY</u>	38A
<b>10.2</b>	Buyers Designated Agent	REALTOR® <u>DEANNE SLESSOR</u> REALTOR® _____ Brokerage <u>FAIR REALTY</u>	38B

  
 BUYER'S INITIALS

  
 SELLER'S INITIALS

PROPERTY ADDRESS

10.3	Limited Dual Agency Designated Agent	REALTOR® _____ REALTOR® _____ Brokerage _____	38C
10.4	Date of Limited Dual Agency Agreement		38C
11.	Acceptance		
11.1	Offer Open Until – Date	October 19, 2022	Time 5:00 p.m. 43
12.	Schedules		
15	Deposit	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	15
16A	Buyer's Conditions	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16
16B	Seller's Conditions	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	16
18	Accepted Tenancies	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	18
20A	Additional Included Items	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	20
20B	Excluded Items	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	20
22	Additional Permitted Encumbrances	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	22
23	Additional Seller's Warranties and Representations	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	23
24	Additional Buyer's Warranties and Representations	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	24
41	Additional Terms	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	41

PART 2 – TERMS

- 13. **INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an Integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
- 14. **PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).
- 15. **DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 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.

  
BUYER'S INITIALS

  
SELLER'S INITIALS

PROPERTY ADDRESS

16. **CONDITIONS:** The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice") to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

17. **COMPLETION:** The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.

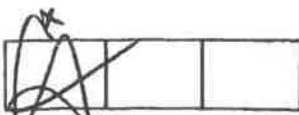
18. **POSSESSION:** The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").

19. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, 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 the date specified in Clause 8.1 (the "Adjustment Date").

20. **INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, 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, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.

21. **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 the date specified in Clause 9.1.

22. **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, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.

  
BUYER'S INITIALS

  
SELLER'S INITIALS

3192 HIGHWAY DRIVE

Trail

BC V1R 4L2 PAGE 5 of 8 PAGES

PROPERTY ADDRESS

- 23. **ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
- 24. **ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.
- 25. **GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act* (Canada) (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Provincial Sales Tax Act* arising out the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
- 26. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, wire transfer, certified cheque, or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 27. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 27A. **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); and (B) 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 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*.
- 28. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreement to pay the balance as may be necessary is 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 of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.



--	--	--

BUYER'S INITIALS



--	--	--

SELLER'S INITIALS

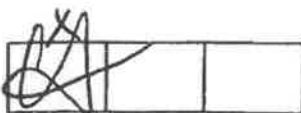
3192 HIGHWAY DRIVE

Trail

BC V1R4L2 PAGE 6 of 8 PAGES

PROPERTY ADDRESS

- 29. **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").
- 30. **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.
- 31. **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.
- 32. **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. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
- 33. **GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. **CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
- 35. **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.
- 36. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.



BUYER'S INITIALS



SELLER'S INITIALS

3192 HIGHWAY DRIVE

Trail

BC V1R 4L2 PAGE 7 of 8 PAGES

PROPERTY ADDRESS

37. **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 "REALTOR®(s)") described in Clause 38, the real estate boards of which those Brokerages and REALTOR®s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that 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 real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
- C. for enforcing codes of professional conduct and ethics for members of real estate 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.

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

--	--	--

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 the Designated Agent(s)/REALTOR®s specified in Clause 10.1 who is/are licensed in relation to the brokerage specified in Clause 10.1.

--	--	--

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 the Designated Agent(s)/REALTOR®(s) specified in Clause 10.2 who is/are licensed in relation to the brokerage specified in Clause 10.2.

--	--	--

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 the Designated Agent(s)/REALTOR®(s) specified in Clause 10.3 who is/are licensed in relation to the brokerage specified in Clause 10.3, having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated the date set out in Clause 10.4.

--	--	--

INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

--	--	--

INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

--	--	--

BUYER'S INITIALS

--	--	--

SELLER'S INITIALS









# CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS® NO: 2465575

DATE: October 11 2022

RE: ADDRESS: 3192 HIGHWAY DRIVE Trail BC V1R 4L2

**AMENDED LOT 5 (SEE 887841) DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 2436**

LEGAL DESCRIPTION

PID: 007-706-847

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED October 11 2022

MADE BETWEEN MYERS ROOFING INC/COLE MYERS AS BUYER(S), AND

The Bowra Group Inc / Court appointed Liquidator AS SELLER(S) AND COVERING

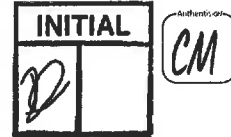
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

**6) LAWYER AND ACCOUNTANT**

Subject to the Buyer's lawyer and accountant perusing and being satisfied with the terms and conditions of this contract, on or before Nov 14 2022. This condition is for the sole benefit of the Buyer.

**7) COURT APPROVAL**

This offer is subject to court approval of the supreme court of British Columbia.



**8) LIQUIDATION**

The Buyer and Seller are aware that the terms and conditions in the sellers schedule of Liquidation attached form part of this contract of purchase and sale.

**9) GST**

The Buyer will be responsible to pay GST applicable to this sale.

**10) ACCESS FOR QUOTES FROM CONTRACTORS**

The Seller will allow the Buyer access to have contractors do quotes upon reasonable notice with the Buyers Real Estate agent present.

[Signature]

BUYER  
MEYERS ROOFING INC/COLE MYERS  
PRINT NAME

[Signature]  
WITNESS

[Signature]

SELLER  
The Bowra Group Inc / Court appointed Liquidator  
PRINT NAME

WITNESS

[Signature]

BUYER  
PRINT NAME

WITNESS

[Signature]

SELLER  
PRINT NAME

WITNESS

[Signature]

BUYER  
PRINT NAME

WITNESS

[Signature]

SELLER  
PRINT NAME

WITNESS



### DEPOSIT: PURCHASE DEPOSIT NOT HELD BY BROKERAGE

Dated: October 07 2022


Re: 3192 HIGHWAY DRIVE Trail BC V1R 4L2 ("Property")

Between: The Bowra Group Inc / Court appointed Liquidator ("Seller")


and: MYERS ROOFING INC/COLE MYERS ("Buyer")

and: Fair Realty ("Brokerage")


With respect to the Contract of Purchase and Sale dated October 07 2022 ("Contract") in respect of the Property, the Seller and Buyer agree that Deanne Slessor ("Licensee") is not required to deliver monies received from the Buyer or Seller pursuant to the Contract to the Brokerage pursuant to Section 27(1) of the *Real Estate Services Act* nor is the Brokerage required to deposit those monies in its brokerage trust account pursuant to Section 27(2) of the *Real Estate Services Act*.

Signed:  \_\_\_\_\_ Seller  
The Bowra Group Inc / Court appointed Liquidator

\_\_\_\_\_ Seller

 \_\_\_\_\_ Buyer  
MEYERS ROOFING INC/COLE MYERS

\_\_\_\_\_ Buyer

 \_\_\_\_\_ Licensee on behalf of the Brokerage  
**DEANNE SLESSOR**

\_\_\_\_\_

\*PREC 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®).

BC2020 REV. NOV 2021

COPYRIGHT BC REAL ESTATE ASSOCIATION

© 2021, British Columbia Real Estate Association ("BCREA"). All rights reserved. This form was developed by BCREA for the use and reproduction by BC REALTORS® and other parties authorized in writing by BCREA. Any other use or reproduction is prohibited except with prior written consent of BCREA. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA bears no liability for your use of this form.

**TITLE SEARCH PRINT**

**File Reference:**  
**Declared Value \$132,000**

2022-06-06, 14:08:20  
Requestor: Brian O'Farrell

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Land Title District** NELSON  
**Land Title Office** NELSON

**Title Number** XD41718  
**From Title Number** W11310

**Application Received** 1990-12-19

**Application Entered** 1990-12-20

**Registered Owner in Fee Simple**  
**Registered Owner/Mailing Address:** GLENMERRY MARKET LTD., INC.NO. 397751  
BOX 3008, 1233 3RD STREET  
CASTLEGAR, BC  
V1N 3H4

**Taxation Authority** Trail, City of

**Description of Land**  
**Parcel Identifier:** 007-706-847  
**Legal Description:**  
AMENDED LOT 5 (SEE 88784I) DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 2436

**Legal Notations**  
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE  
MUNICIPAL ACT XH25899

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL  
ACT, SEE XJ32940

**Charges, Liens and Interests**  
**Nature:** RESERVATION  
**Registration Number:** V18719  
**Registered Owner:** COMINCO LTD.  
**Remarks:** INTER ALIA  
SEE DD 10090

**TITLE SEARCH PRINT**

2022-06-06, 14:08:20  
 Requestor: Brian O'Farrell

**File Reference:**  
**Declared Value \$132,000**

**Nature:** RESERVATION  
**Registration Number:** V18720  
**Registered Owner:** THE COLUMBIA AND WESTERN RAILWAY COMPANY  
**Remarks:** INTER ALIA  
 SEE DD 10090  
 MINES & MINERALS TRANSFERRED TO H2350

**Nature:** RIGHT OF WAY  
**Registration Number:** 15103D  
**Registration Date and Time:** 1928-02-04 10:00  
**Registered Owner:** THE EAST TRAIL WATER COMPANY LIMITED  
**Remarks:** INTER ALIA  
 ASSIGNED TO 56903D

**Nature:** RIGHT OF WAY  
**Registration Number:** 56903D  
**Registration Date and Time:** 1961-01-13 14:42  
**Registered Owner:** CITY OF TRAIL  
**Remarks:** INTER ALIA  
 ASSIGNMENT OF 15103D  
 SEE 56791D

**Nature:** UNDERSURFACE RIGHTS  
**Registration Number:** H2350  
**Registration Date and Time:** 1974-02-20 15:21  
**Registered Owner:** HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
 BRITISH COLUMBIA  
**Remarks:** INTER ALIA  
 MINES AND MINERALS

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE



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 LORAINÉ ESPOSITO**

Respondents

**ORDER MADE AFTER APPLICATION**

*[Rule 22 3 of the Supreme Court Civil Rules applies to all forms.]*

BEFORE

) THE HONOURABLE )  
) JUSTICE FITZPATRICK )  
) )

) <sup>22</sup> )  
) March 13, 2022 )

ON THE APPLICATION of the Petitioner, Tullio V.F. Esposito coming on for hearing at Vancouver, B.C. by MS Teams on March ~~12~~ 22, 2022, and on hearing Nicole Chang, counsel for the Petitioner; no one appearing on behalf of the Respondents Demitria Loraine Esposito, 304768 B.C. Ltd. and Glenmerry Market Ltd., although duly served; AND UPON READING the material filed; AND pursuant to the *Business Corporations Act*, S.B.C. 2002 c. 57 (the "BCBCA"), the *Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court:

THIS COURT ORDERS AND DECLARES that:

**LIQUIDATION**

1. The liquidation of 304768 B.C. Ltd. and Glenmerry Market Ltd. (the "Companies") shall be carried out in accordance with the terms of this Order, and any further orders and directions of this Court.
2. The Bowra Group Inc. is hereby appointed as liquidator of the Companies (in such capacity, the "Liquidator").

- 2 -

**POWERS OF LIQUIDATOR**

3. The Liquidator has and shall have all of the powers and authorities as provided to it under this Order, the BCBCA and any further orders of this Court.
4. The Liquidator is empowered and authorized, but not obligated, to act at once in respect of the assets and undertakings of the Companies (the "Property") and, without in any way limiting the generality of the foregoing, the Liquidator is expressly empowered and authorized to do any of the following where the Liquidator considers it necessary or desirable:
  - (a) take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
  - (b) receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
  - (c) manage, operate and carry on the business of the Companies, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Companies;
  - (d) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, and to consult with tax counsel in order to minimize taxes arising from any disposition of the Property or corporate distributions to the shareholders, and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Liquidator's powers and duties, including, without limitation, those conferred by this Order;
  - (e) purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Companies or any part or parts thereof;
  - (f) receive and collect all monies and accounts now owed or hereafter owing to the Companies and to exercise all remedies of the Companies in collecting these amounts, including, without limitation, enforcement of any security held by the Companies;
  - (g) settle, extend or compromise any indebtedness owing to the Companies;
  - (h) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Liquidator's name or in the name and on behalf of the Companies, for any purpose pursuant to this Order;

- 3 -

- (i) undertake environmental or workers' health and safety assessments of the Property and operations of the Companies;
- (j) initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Companies, the Property or the Liquidator, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) 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;
- (l) sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of a single transaction for consideration up to \$10,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the Personal Property Security Act, R.S.B.C. 1996, c. 359 shall not be required;
- (m) 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;
- (n) report to, meet with and discuss with such affected Persons (as defined below) 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;
- (o) register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Liquidator, in the name of the Companies;
- (q) exercise any shareholder, partnership, joint venture or other rights which the Companies may have; and

- 4 -

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

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

#### **STAY OF PROCEEDINGS, RIGHTS AND REMEDIES**

5. Until further order of the Court (the "Stay Period"), no action, suit or proceeding in any court or tribunal (each, a "Proceeding") against or in respect of the Company or the Liquidator, or affecting the business or the property of the Company, shall be commenced or continued except with the written consent of the Liquidator or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Company or affecting the business or the property of the Company are hereby stayed and suspended pending further Order of this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against the Company that might otherwise be barred or extinguished by the passage of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the Company.
6. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Company or the Liquidator, or affecting the business or the property of the Company, are hereby stayed and suspended except with the written consent of the Liquidator or leave of this Court.

#### **NO INTERFERENCE WITH RIGHTS**

7. During the Stay Period, Persons having oral or written agreements with the Company or mandates under an enactment for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Company, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services solely as a result of the commencement of these proceedings.

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

8. During the Stay Period, except with the written consent of the Liquidator or with leave of this Court, no Proceeding may be commenced or continued against the current or former directors or officers of the Company with respect to any claim against such current or former directors or officers that relates to any obligations of the Company whereby the current or former directors or officers are alleged



- 5 -

under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a current or former director or officer of the Company that might otherwise be barred or extinguished by the passage of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

#### LIMITATIONS ON THE LIQUIDATOR'S LIABILITY


9. Subject to the employees' right to terminate their employment, all employees of the Companies shall remain the employees of the Companies until such time as the Liquidator, on the Companies' behalf (or either of them), may terminate the employment of such employees. The Liquidator shall not be liable for any employee-related liabilities of the Companies, including any successor employer liabilities, other than amounts the Liquidator may specifically agree in writing to pay.
10. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Liquidator may disclose personal information of identifiable individuals to prospective purchasers or bidders Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Liquidator, or in the alternative, destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Companies, and shall return all other personal information to the Liquidators, or ensure that all other personal information is destroyed.
11. The Liquidator shall not, as a result of this Order or anything done in pursuance of the Liquidator's duties and powers under this Order, be deemed to be in possession of any of the Property within the meaning of any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination, unless it is in possession in its personal capacity and not in its capacity as Liquidator.
12. Notwithstanding any federal, provincial or other law, the Liquidator is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:



- 6 -

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

### **THE LIQUIDATOR'S ACCOUNTS AND ADMINISTRATION CHARGE**

13. In addition to the rights and protections afforded the Liquidator under the BCBCA or as an officer of this Court, the Liquidator shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of any Order of the Court, save and except for any liability arising directly from the gross negligence or wilful misconduct on its part.
14. The Liquidator and counsel to the Liquidator, if any, shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Companies as part of the cost of these proceedings. The Liquidator and its counsel, if any, shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on all of the property of the Companies, which charge shall not exceed \$200,000 at any particular time, as security for their professional fees and disbursements incurred at the standard rates and charges for the Liquidator and its counsel, if any, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall constitute a first charge on the property of the Companies and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person. 
15. The filing, registration or perfection of the Administration Charge shall not be required, and the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.
16. The Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge shall not otherwise be limited or impaired in any way by:
  - (a) the pendency of these proceedings; (b) the provisions of any federal or provincial statutes; or (c) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Companies, and notwithstanding any provision to the contrary in any Agreement:
    - (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Companies of any Agreement to which it is a party;

- 7 -

- (b) none of the chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
- (c) the payments made by the Companies pursuant to this Order and the granting of the Administration Charge do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.
17. The Liquidator shall pass its accounts from time to time, and for this purpose the accounts of the Liquidator and its counsel are hereby referred to a judge of this Court.
18. In the case of information requests submitted to the Liquidator by creditors or shareholders of the Companies, if the Liquidator has been advised by the Companies or determines in its discretion that the requested information is confidential or otherwise material and non-public, the Liquidator shall not provide such information to creditors or shareholders of the Companies unless otherwise directed by this Court or on such terms as the Liquidator may agree. The Liquidator shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph.


#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE LIQUIDATOR**

19. All Persons shall forthwith advise the Liquidator of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Companies, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Liquidator or permit the Liquidator to make, retain and take away copies thereof and grant to the Liquidator unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 15 or in paragraph 16 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Liquidator due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
20. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Liquidator for the purpose of allowing the Liquidator to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as

- 8 -

the Liquidator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Liquidator. Further, for the purposes of this paragraph, all Persons shall provide the Liquidator with all such assistance in gaining immediate access to the information in the Records as the Liquidator may in its discretion require including providing the Liquidator with instructions on the use of any computer or other system and providing the Liquidator with any and all access codes, account names and account numbers that may be required to gain access to the information.

### **FINANCIAL REPORTING AND MEETINGS**

21. During the pendency of these proceedings, the Companies and the Liquidator shall not be required to comply with any applicable obligations requiring, among other things, the dissemination of financial information or holding of shareholders' meetings under applicable corporate law governing the Companies, and in so doing none of the Companies or the Liquidator or any of their respective directors, officers, employees, or agents shall be liable for any such non-compliance. For greater certainty, the Liquidator shall not be required to disclose to any creditor, shareholder or other person interested in these proceedings any information regarding the Companies or its business and affairs that has been identified by the Companies as confidential or that the Liquidator believes to be confidential in accordance with applicable law.
22. The Companies and the Liquidator are not required to produce or place before the Companies' shareholders any further audited financial statements as required under the BCBCA or otherwise and the Companies and the Liquidator be and are hereby exempt from any requirements under the BCBCA regarding the appointment and duties of an auditor. 

### **SERVICE AND NOTICE**

23. The Liquidator shall, no later than fifteen (15) days after the date of this Order, serve this Order on all interested parties who are not shareholders of the Companies, including:
- a. all of the known creditors of the Companies;
  - b. all of the known current suppliers of goods and services to the Companies; and
  - c. all of the Companies' insurers; and
  - d. all of the Companies' tenants;

in each case, as evidenced by its books and records.


24. The Liquidator is at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true

- 9 -

**copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to interested parties at their respective addresses as last shown on the records of the Companies and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the fifth business day after mailing.**

25. **Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Liquidator by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "Service List") to be maintained by the Liquidator.**
26. **Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time.**

#### **GENERAL**

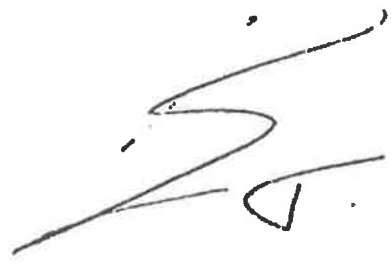
27. **The Liquidator may from time to time apply to this Court for further orders or directions in the discharge of its powers and duties hereunder.**
28. **This Court requests the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Companies and to the Liquidator, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Liquidator in any foreign proceeding, or to assist the Companies and the Liquidator and their respective agents in carrying out the terms of this Order.** 
29. **The Liquidator be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.**
30. **Any interested party (including the Liquidator) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.**
31. **Leave is hereby granted to hear any application in these proceedings on five (5) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.**

32. This Order and all of its provisions shall be effective as of 5:00 p.m. Vancouver time on date this Order was pronounced.

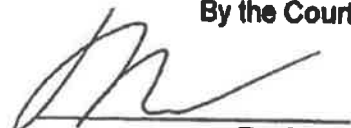
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Lawyer for the Petitioner  
Nicole Chang



By the Court



Registrar



## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE COMMERCIAL REAL ESTATE

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.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* 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 a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clauses 6.1 and 17) Unless the parties are prepared to actually 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 or Sunday 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:** (Clauses 7.1 and 18) 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. **ADJUSTMENT:** (Clauses 8.1 and 19) The buyer and seller should consider any additional adjustments that are necessary given the nature of the property and how any costs are payable by tenants and whether the seller holds any of the tenant's funds with respect to such costs.

**INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE  
COMMERCIAL REAL ESTATE** *(continued)*

6. **TITLE: (Clause 22)** 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 clause 22 and Schedule 22, 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.
7. **CUSTOMARY COSTS: (Clause 31)** 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:  
 - discharge fees charged by encumbrance holders,  
 - prepayment penalties.  
 Real Estate Commission (plus GST).  
 Goods and Services Tax (if applicable).

**Costs to be Borne by the Buyer**

Lawyer or Notary Fees and Expenses:  
 - searching title,  
 - investigating title,  
 - drafting documents.  
 Land Title Registration fees.  
 Survey Certificate (if required).  
 Costs of Mortgage, including:  
 - mortgage company's lawyer/notary,  
 - appraisal (if applicable),

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



In addition to the above costs there maybe financial adjustments between the seller and the buyer pursuant to Clause 19.

8. **RISK: (Clause 32)** The buyer should arrange for insurance to be effective as of 12:01 am on the earlier of the completion date. The seller should maintain the seller's insurance in effect until the later of the date the seller receives the proceeds of sale, or the date the seller vacates the property.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold commercial real estate. If your transaction involves: a building under construction, an operating business with or without employeeed being hired, a sale and purchase of shares in the owner of the property, the purchase of a leasehold interest, other special circumstances, additional provisions, not contained in this form, may be needed, and professional advice should be obtained.



## SCHEDULE "A"

The following terms and conditions replace, modify, and where applicable override, the terms of the contract of purchase and sale to which this Schedule "A" is attached, 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" will apply.

Notwithstanding anything in the Contract to the contrary:

1. All references to the Vendor/Seller in the Contract and this Schedule mean The Bowra Group Inc., in its capacity as the Court-Appointed Liquidator (the "Liquidator"), and not in its personal capacity, pursuant to Court-ordered conduct of sale pronounced in B.C. Supreme Court Action No. S2013779 (the "Proceeding").
2. The Liquidator agrees, subject to the other terms of this Contract, to present the Contract to the Court for approval in the Proceeding and in so doing is not contractually or otherwise liable to any party in any way.
3. The Buyer accepts the Property (as defined in the main body of the Contract) "as is, where is" as of the Possession Date and saves the Liquidator harmless from all claims resulting from or relating to the age, fitness, condition (including environmental condition), zoning, lawful use, or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including with respect to subdivision and as contained in easements.
4. The Buyer acknowledges and agrees that the Liquidator is making no representations and/or warranties whatsoever with respect to the Property and/or any personal property therein or thereon. The Buyer acknowledges and agrees that it has relied entirely upon its own inspection and investigation with respect to quantity, quality and value of the Property and its suitability for any purpose, including occupancy, development, or derivation of revenue.
5. The Liquidator shall provide the Buyer with only those keys to the premises that are in its possession.
6. The Buyer acknowledges and agrees that, except for any assets specifically included, the assets to be purchased under the Contract do not include any personal property or chattels and that any personal property or chattels remaining in the premises on the Property which are taken by the Buyer are taken at the Buyer's own risk completely, without representation or warranty of any kind from the Liquidator as to the ownership or state of repair of any such personal property or chattels.
7. The Buyer acknowledges and agrees that there will be no adjustments to the purchase price, save for all the usual adjustments of property taxes, rates, local improvement assessments and all other costs customarily adjusted for on a Court-ordered sale of property similar to the Property.
8. The Liquidator 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 for damage caused to the Property by the registered owner of the Property or by any tenants, guests, assigns, agents or by persons unknown.

9. The Buyer acknowledges and agrees that it is solely responsible for and shall perform its own due diligence on the Property and/or any personal property therein or thereon and that any information supplied, provided or to be provided to the Buyer by the Liquidator or its agents or representatives is and was supplied or provided without any representation or warranty, is and was supplied or provided solely for the Buyer's convenience, and is, was or will be obtained from a variety of sources, and the Liquidator has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information, and that the responsibility for verification of any such information shall be wholly the responsibility of the Buyer.
10. The Buyer hereby waives any requirement for the Liquidator to provide to the Buyer a site profile for the Property under the Environmental Management Act of the Province of British Columbia and any regulation in respect thereto.
11. The Buyer waives any right it may have with respect to confirmation and/or acknowledgement of the residency of the Liquidator and/or registered or beneficial owner(s) of the Property and expressly agrees, represents and warrants that it will not withhold any portion of the sale proceeds for any reason pertaining to the residency of the Liquidator and/or registered or beneficial owner(s) of the Property. In that regard, the Buyer agrees, represents and warrants that it has performed its own investigation and due diligence with respect to the residency of the Liquidator and/or registered or beneficial owner(s) of the Property and, to the extent necessary, has incorporated any associated risks into its purchase price.
12. The Buyer expressly acknowledges and agrees that the Purchase Price for the Property does not include Goods and Services Tax ("GST") or Provincial Sales Tax ("PST") or any other tax that may be applicable. The Buyer will be liable for and shall pay all GST, PST and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Property by the Liquidator to the Buyer. On the completion date for the sale, the Buyer will provide the Liquidator with a certificate signed by the Buyer or its officer confirming the Buyer's GST and PST registration numbers together with an undertaking to self-assess and remit any GST or PST payable in respect of the transaction as well as an indemnity in that regard in a form acceptable to the Liquidator, and, in any event, the Buyer shall pay any GST and PST and property transfer tax payable in respect of the purchase of the Property hereunder, and shall fully comply with the provisions of the federal Excise Tax Act, Provincial Sales Tax Act and Property Transfer Tax Act. Buyer shall obtain its own legal, accounting and other professional advice as to GST and PST and any other applicable taxes.
13. This Contract is subject to approval by the Supreme Court of British Columbia in the Proceeding, with the real estate commission in respect of this Contract to be paid only if the sale completes pursuant to an order of the Court in the Proceeding.
14. This Contract will become public information prior to the Court approval date and competing buyers will have the ability to submit higher offers. The Buyer will have the ability (subject to the Court's discretion) to modify the Contract to respond to competing offers and it is recommended that the Buyer seek independent legal advice to advance its own offer to the Court. So long as it remains in force the Liquidator will be complying with the Bid Process set out in The Supreme Court of British Columbia's COVID-19 Notice No. 31 and the Buyer hereby acknowledges and agrees to that Bid Process and any amendments thereto.

15. This Contract may be terminated at the Liquidator's sole option if at any time prior to Court approval the Liquidator determines it inadvisable to present this Contract to the Court for any reason whatsoever, and in any such event, the Liquidator shall have no further obligations or liability to the Buyer under this Contract or otherwise. If the Liquidator terminates this Contract, then the Buyer will receive back any deposit paid as its sole and exclusive remedy. Written notice shall be deemed to be validly given if received by the agent or solicitor or notary for the Buyer.
16. The Buyer acknowledges and agrees that they are purchasing title in the Property free and clear of all encumbrances of the parties to the Proceeding concerning the Property in accordance with such vesting order as may be made in the Proceeding 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, if any, and except as otherwise set out herein.
17. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the completion date, the Liquidator may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit, will be absolutely forfeited to the Liquidator on account of damages, and not in substitution therefore, without prejudice to the Liquidator's other remedies.
18. No property condition disclosure statement concerning the Property forms part of this Contract whether or not such a statement is attached to it.
19. The Liquidator may, at its sole discretion, extend the completion date for the sale by up to 10 business days.
20. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Liquidator as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Liquidator may have at law or in equity against the Buyer. In accordance with s. 30(1)(g) and 30(2)(b) of the Real Estate Services Act, the Buyer and Liquidator, hereby agree to the release of the Deposit and accrued interest thereon to the Liquidator, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Liquidator, upon written demand from the Liquidator or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.
21. If the parties agree in the Contract that vacant possession will be delivered to the Buyer, but the Property remains occupied as of the Possession Date, then the Liquidator, while still required to deliver vacant possession to the Buyer, may wait to deliver vacant possession until after the Liquidator has obtained and enforced a court order for vacant possession and any ancillary or related proceedings have concluded. The Buyer acknowledges and agrees that if vacant possession is unavailable on the Possession Date, then the Buyer must complete the purchase of the Property in any event. In such event, the Buyer acknowledges and agrees that the Liquidator shall not be liable to the

Buyer for any loss, damage or expense, whether in contract, law or by statute, arising out of or related in any way to the Liquidator's failure to deliver vacant possession to the Buyer on the Possession Date or thereafter provided that the Liquidator makes reasonable efforts to deliver vacant possession through a writ of possession or such other lawful enforcement means as the Liquidator considers advisable in its sole discretion.

- 22. All funds payable in connection with this Contract of Purchase and Sale shall be paid by certified cheque or bank draft, and shall be delivered by prepaid courier to the lawyer acting for the Liquidator.
- 23. This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. This Agreement may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and such electronic record will be as valid and effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Agreement will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

*Doug Chivers*  
\_\_\_\_\_  
Liquidator

Authentisign  
*Cole Myers* 12/06/22  
\_\_\_\_\_  
Buyer

**COMMERCIAL CONTRACT OF PURCHASE AND SALE ADDENDUM**

**MULTIPLE LISTING SERVICE®**

MLS® No. 2465575 DATE October/19/2022 PAGE 1 OF 1 PAGES

*This form is to be used to add conditions and clauses to the Commercial Contract of Purchase and Sale.*

RE: ADDRESS 3192 Highway Drive  
Trail BC V1R-4L2


FURTHER TO THE COMMERCIAL CONTRACT OF PURCHASE AND SALE DATED October/11/2022

MADE BETWEEN The Bowra Group Inc / Court appointed Liquidator AS SELLER(S), AND  
MYERS ROOFING INC. Per: COLE MYERS AS BUYER(S) AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:  
The Buyer and Seller agree that the Purchase price of the property listed above is \$220,000.00, Two Hundred Twenty Thousand dollars. All other terms and conditions remain the same.

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID COMMERCIAL CONTRACT OF PURCHASE AND SALE REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

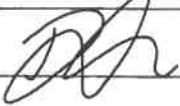
WITNESS \_\_\_\_\_

  
BUYER \_\_\_\_\_ MEYERS ROOFING INC.  
PER: COLE MYERS

WITNESS \_\_\_\_\_

BUYER \_\_\_\_\_

WITNESS \_\_\_\_\_

SELLER  \_\_\_\_\_  
The Bowra Group Inc / Court appointed Liquidator

WITNESS \_\_\_\_\_

SELLER \_\_\_\_\_



# CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS® NO: 2465575

DATE: November 08 2022

RE: ADDRESS: 3192 Highway Drive Trail BC V1R-4L2

**AMENDED LOT 5 (SEE 887841) DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 2436**

LEGAL DESCRIPTION

PID: 007-706-847

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED October 6 2022

MADE BETWEEN MYERS ROOFING INC. Per: COLE MYERS AS BUYER(S), AND

The Bowra Group Inc / Court appointed Liquidator AS SELLER(S) AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:  
THE BUYER AND SELLER AGREE TO EXTEND THE FOLLOWING CONDITIONS FROM NOVEMBER 8 2022 TO NOVEMBER 25, 2022 ALL OTHER TERMS REMAIN THE SAME.

**1) BUYER FINANCING**

Subject to the Buyer arranging mortgage financing on or before November 8, 2022 at a rate of interest and on terms and conditions satisfactory to the Buyer. This condition is for the sole benefit of the Buyer.

**2) DEPOSIT ACKNOWLEDGEMENT**

The Buyer and Seller agree that the deposit of \$10,000.00 will be held in trust by the Buyers lawyer or Notary, as Stakeholder, pursuant to the provisions of the Real Estate Services Act pending the completion of the transaction.

**3) FIRE/PROPERTY INSURANCE**

This offer is subject to the Buyer obtaining approval for fire/property insurance, satisfactory to the Buyer, on the Property on or before November 8, 2022 . This condition is for the sole benefit of the Buyer.

**4) PROPERTY INSPECTION**

Subject to the Buyer obtaining and approving the results of an inspection report of the Property on or before November 8, 2022. Upon first receiving reasonable notice, the Seller will permit the Buyer and the Buyer's agents to have access to the Property to conduct such inspections. This condition is for the sole benefit of the Buyer.

**5) STATE OF PROPERTY TITLE**

Subject to the Buyer being satisfied with the state of title to the Property, including without limitation, the nature of each charge registered on the title of the Property on or before November 8, 2022. The Buyer acknowledges and accepts that on Completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (TITLE) of this contract, any non-financial charge set out in the copy of the title search results that is attached to and forms part of this Contract. This condition is for the sole benefit of the Buyer.

Cole Myers 

BUYER

MEYERS ROOFING INC. PER COLE MYERS

PRINT NAME

BUYER

PRINT NAME

BUYER

PRINT NAME

WITNESS

SELLER

The Bowra Group Inc / Court appointed Liquidator

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

WITNESS

WITNESS



# CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS® NO: 2465575

DATE: November 08 2022

RE: ADDRESS: 3192 Highway Drive Trail BC V1R-4L2

**AMENDED LOT 5 (SEE 887841) DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 2436**

LEGAL DESCRIPTION

PID: 007-706-847

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED October 6 2022

MADE BETWEEN MYERS ROOFING INC. Per: COLE MYERS AS BUYER(S), AND

The Bowra Group Inc / Court appointed Liquidator AS SELLER(S) AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:  
THE BUYER AND SELLER AGREE TO EXTEND THE FOLLOWING CONDITIONS FROM NOVEMBER 8 2022 TO NOVEMBER 25, 2022 ALL OTHER TERMS REMAIN THE SAME.

**6) LAWYER AND ACOOUNTANT**

Subject to the Buyer's lawyer and accountant perusing and being satisfied with the terms and conditions of this contract, on or before Nov 07, 2022. This condition is for the sole benefit of the Buyer.

**7) COURT APPROVAL**

This offer is subject to court approval of the supreme court of British Columbia.

**8) LIQUIDATION**

The Buyer and Seller are aware that the terms and conditions in the sellers schedule of Liquidation attached form part of this contract of purchase and sale.

**9) GST**

The Buyer will be responsible to pay GST applicable to this sale.

**10) ACCESS FOR QUOTES FROM CONTRACTORS**

The Seller will allow the Buyer access to have contractors do quotes upon reasonable notice with the Buyers Real Estate agent present.

Authentisign

*Cole Myers*



BUYER

BUYER

BUYER

MEYERS ROOFING INC. PER COLE MYERS

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

*[Signature]*



SELLER

SELLER

SELLER

The Bowra Group Inc / Court appointed Liquidator

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS



# CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS® NO: 2465575

DATE: December 05 2022

RE: ADDRESS: 3192 Highway Drive Trail BC V1R-4L2

**AMENDED LOT 5 (SEE 887841) DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 2436**

LEGAL DESCRIPTION

PID: 007-706-847

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED October 6 2022

MADE BETWEEN MYERS ROOFING INC. Per. COLE MYERS AS BUYER(S), AND

The Bowra Group Inc / Court appointed Liquidator AS SELLER(S) AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Buyer and Seller agree that the following conditions shall be removed on this day December 5, 2022, from original contract dated and named above. The subjects below were performed and approved by the buyer and were for the sole benefit of the buyer. This addendum is in addition to and forms part of the contract stated above.

**1) BUYER FINANCING**

Subject to the Buyer arranging mortgage financing on or before Dec. 5, 2022 rate of interest and on terms and conditions satisfactory to the Buyer. This condition is for the sole benefit of the Buyer.

**3) FIRE/PROPERTY INSURANCE**

This offer is subject to the Buyer obtaining approval for fire/property insurance, satisfactory to the Buyer, on the Property on or before Dec. 5, 2022 . This condition is for the sole benefit of the Buyer.

**4) PROPERTY INSPECTION**

Subject to the Buyer obtaining and approving the results of an inspection report of the Property on or before Dec 5, 2022. Upon first receiving reasonable notice, the Seller will permit the Buyer and the Buyer's agents to have access to the Property to conduct such inspections. This condition is for the sole benefit of the Buyer.

**5) STATE OF PROPERTY TITLE**

Subject to the Buyer being satisfied with the state of title to the Property, including without limitation, the nature of each charge registered on the title of the Property on or before Dec 5, 2022. The Buyer acknowledges and accepts that on Completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (TITLE) of this contract, any non-financial charge set out in the copy of the title search results that is attached to and forms part of this Contract. This condition is for the sole benefit of the Buyer.

Authentisign  
Cole Myers 12/05/2022

BUYER

MEYERS ROOFING INC. PER COLE MYERS  
PRINT NAME

WITNESS  
Doug Chivers

SELLER  
The Bowra Group Inc / Court appointed Liquidator  
PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER  
PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER  
PRINT NAME

WITNESS





# CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS® NO: 2465575

DATE: December 05 2022

RE: ADDRESS: 3192 Highway Drive Trail BC V1R-4L2

**AMENDED LOT 5 (SEE 887841) DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 2436**

LEGAL DESCRIPTION

PID: 007-706-847

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED October 6 2022

MADE BETWEEN MYERS ROOFING INC. Per: COLE MYERS AS BUYER(S), AND

The Bowra Group Inc / Court appointed Liquidator AS SELLER(S) AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:  
The Buyer and Seller agree that the following conditions shall be removed on this day December 5, 2022, from original contract dated and named above. The subjects below were performed and approved by the buyer and were for the sole benefit of the buyer. This addendum is in addition to and forms part of the contract stated above.

### 6) LAWYER AND ACOOUNTANT

Subject to the Buyer's lawyer and accountant perusing and being satisfied with the terms and conditions of this contract, on or before Dec 5, 2022. This condition is for the sole benefit of the Buyer.

Authentisign  
*Cole Myers* 12/05/2022 **SEAL**  
BUYER

MEYERS ROOFING INC. PER COLE MYERS  
PRINT NAME

BUYER

PRINT NAME

BUYER **SEAL**

PRINT NAME

WITNESS  
*Doug Chivers* **SEAL**  
SELLER

The Bowra Group Inc / Court appointed Liquidator  
PRINT NAME

WITNESS

SELLER  
PRINT NAME

WITNESS **SEAL**  
SELLER

PRINT NAME

WITNESS

WITNESS

WITNESS

**APPENDIX C**

Colliers' Marketing Report Dated December 20, 2022



## MARKETING ACTIVITY

**To:** The Bowra Group, in its Capacity as Court Appointed Liquidator of 304768 BC Ltd. And Glenmerry Market Ltd.

**Date:** December 20<sup>th</sup>, 2022

**From:** Bill Randall, Executive Vice President  
Colliers (the "Agent")

Mario Berno  
RE/MAX All-Pro Realty, Trail.

**RE:** 3192 Highway Drive, Trail, British Columbia  
("The Property")

### We have engaged in the following marketing activities

- Listed May 31<sup>st</sup>, 2022 for \$250,000
- Multiple emails to our select Colliers investor & developer database which contains over 2,500 recipients
- 3192 Highway Drive has been continuously marketed on the Colliers website.
- 3192 Highway Drive has been continuously marketed on Bill Randall's personal website.
- 3192 Highway Drive has been continuously marketed on Mario Berno's ReMax website.
- Brochure created ([link to brochure](#))
- Distribution to all Colliers offices in Canada
- 19 packages sent out
- Over 30 personal phone calls made
- Over 40 phone calls received
- Undertook with EXP Consulting to complete a detailed Phase 2 Environmental Reports
- Listed on MLS and Realtor.CA with over 200 views
- Sent out twice to Commercial Broadcast, an email service which goes to over 4,000 realtors in BC
- Property was toured 10 times

### Interested Parties – Due Diligence package received

- |  |                           |
|--|---------------------------|
| ○ Cole Meyers (Buyer), Meyers Roofing Inc. | ○ 1165611 BC Ltd.         |
| ○ Jason Yucha                              | ○ Bea Holdings Ltd.       |
| ○ Terry Alton, Realtor                     | ○ Jodie Oumet, Realtor    |
| ○ Elijah Devouno                           | ○ Deanne Slessor, Realtor |
| ○ Mehdi Tafti                              | ○ Tyler Gienger, Realtor  |
| ○ Katie Yuris, Realtor                     | ○ Jack Swanson Realtor    |
| ○ Ferr-Mart Holdings                       | ○ Matt Ferraro            |
| ○ Joy Demelo, Realtor                      | ○ Amie Anderson           |
| ○ Garrit Ciardullo                         | ○ Amy Ens, Realtor        |
| ○ Devon Turner                             |                           |

### First Round of Offers

Garrit Ciardullo | \$250,000 | Unconditional | Received July 7th, 2022 – Accepted, but never sent deposit cheque and deal collapsed

Bea Holdings Ltd. | \$150,000 | Unconditional | Received July 6th, 2022

Ferr-Mart Holdings Ltd. | \$80,000 | Unconditional | Received June 28th, 2022

1165611 BC Ltd. | \$220,000 | 15 day buyer condition | Received August 24th, 2022

### Second Round of Offers

Devon Turner | \$250,000 | 20 day buyer condition | Received August 8th, 2022 – Accepted, but subject not removed

Ferr-Mart Holdings Ltd. | \$80,000 | Unconditional | Received November 17, 2022

**Accepted Offers – Third Round**

Cole Meyers, Meyers Roofing Inc. | \$220,000 | 30 day buyer condition | Buyers Condition removed

**Comments**

The property has received relatively good interest and seven offers, three of which went under contract and two of which the Buyers decided not to proceed.

The condition of the property is very poor; the second floor is unoccupiable, the ground floor is not much better, and the roof is leaking. The property is essentially worth land value its current condition.

**Recommendations**

The opportunity has been well exposed since May 31<sup>st</sup>, 2022 as demonstrated by the 19 interested parties, 10 tours and 7 written offers. We believe the current offer is a very strong offer and recommend Court approval, it is possible that other offerors show up in Court. We will advise all interested parties and previous offerors of the court date.

Given the interest rate environment, financing challenges, inflation, and downside pricing risks – there are challenges.

Best Regards,



**Bill Randall**  
Personal Real Estate Corporation  
Executive Vice President  
+1 604 604 671 3077  
bill.randall@colliers.com





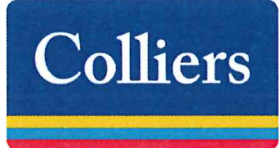
For Sale

+/- 8,000 SF  
 Building on  
 0.56 Acres

3192 Highway Drive, Trail, BC

**Bill Randall**

Personal Real Estate Corporation  
 Executive Vice President  
 Direct: +1 604 692 1097  
 Mobile: +1 604 671 3077  
 bill.randall@colliers.com



Accelerating success.



# Property Profile

## Site Description

+/- 8,000 sf building on 0.56 acres in Trail, BC.

## Legal Description

PID: 007-706-847

## Building Size

8,000 sq. ft.

## Zoning

C7 - Service Commercial Zone

## Site Size

0.56 acres

## Property Taxes

\$3,916.15

## Asking Price

\$250,000

## Location

The subject property is located in the city of Trail, BC. Trail is situated on the Columbia River in the West Kootenay region of British Columbia with 8,250 people calling it home. It is a special place with affordable real estate, outstanding recreational facilities, and an abundance of outdoor activities. In addition, it has an active arts and culture community and a variety of service clubs and organizations.

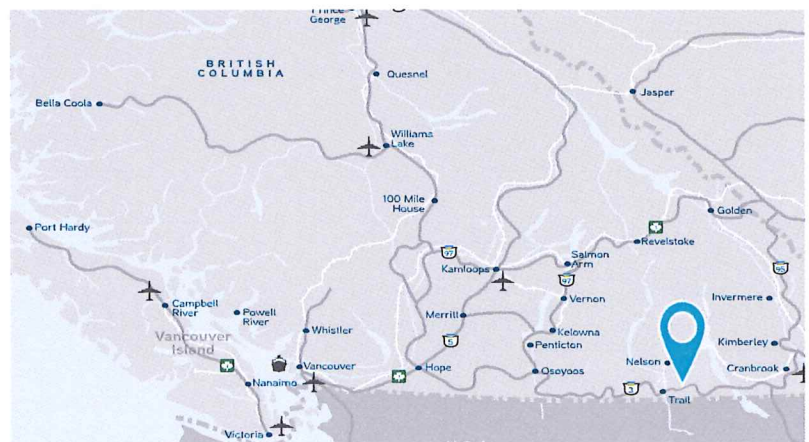
### Street View



### Aerial View



### Map





**Bill Randall**

Personal Real Estate Corporation  
Executive Vice President  
Direct: +1 604 692 1097  
Mobile: +1 604 671 3077  
bill.randall@colliers.com

**Colliers Canada**

200 Granville Street,  
Vancouver, BC V6C 2R6  
+1 604 681 4111

Copyright © 2022 Colliers International. This document has been prepared by Colliers International for advertising and general information only. Colliers International makes no guarantees, representations or warranties of any kind, expressed or implied, regarding the information including, but not limited to, warranties of content, accuracy and reliability. Any interested party should undertake their own inquiries as to the accuracy of the information. Colliers International excludes unequivocally all inferred or implied terms, conditions and warranties arising out of this document and excludes all liability for loss and damages arising there from. This publication is the copyrighted property of Colliers International and/or its licensor(s).

[collierscanada.com](http://collierscanada.com)

**APPENDIX D**

Interim Statement of Receipts and Disbursements  
For the period March 22, 2022 to January 15, 2023

**In the Matter of the Liquidation of 304768 B.C. Ltd. And Glenmerry Market Ltd.  
Liquidator's Interim Statement of Receipts and Disbursements  
For the period March 22, 2022 to January 15, 2023**

	<b>\$'s</b>
<b>Receipts</b>	
Cash in hand	1,077,896
Rental & other income	972,321
Sale of assets	437,411
Interest income	5,584
Security deposits on rented premises	3,053
GST collected	1,040
	<b>2,497,305</b>
 <b>Disbursements</b>	
Federal, provincial & municipal taxes	364,619
Liquidator's fees and disbursements	281,653
Repairs, maintenance & equipment rentals	174,559
Contractor cost	70,972
Wages	66,057
Insurance	62,295
Utilities	29,963
GST paid	28,478
Commissions	18,725
Legal fees and disbursements	18,303
Payroll deductions	11,555
Accounting, payroll and computer services	11,129
Travelling, airfare and accomodation	3,229
Advertising & reporting costs	1,949
Bank charges	1,864
Miscellaneous	1,667
PST paid	1,229
Licenses & permits	823
Mail re-direction cost, postage & courier charges	677
Search fees	229
	<b>1,149,975</b>
 <b>Excess receipts over disbursements</b>	 <b>1,347,330</b>
 Less: Repayments of shareholder loans	 <b>212,172</b>
 <b>Funds in Liquidator's account</b>	 <b>1,135,158</b>