

**Deloitte.**



No. VLC-S-H-240795  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

**KOOTENAY SAVINGS CREDIT UNION**

PETITIONER

AND

**KS PROPERTY MANAGEMENT INC., INC. NO. BC1281655**  
also known as **KS PROPERTY MANAGEMENT INC.**  
**MARWEST INDUSTRIES LTD.**  
**COLAS WESTERN CANADA INC.**  
**PENNCO ENGINEERING (BC) LTD.**  
**GEO STABILIZATION INTERNATIONAL INC.**  
**HIS MAJESTY THE KING IN RIGHT OF CANADA**

RESPONDENT

**FIRST REPORT OF THE COURT-APPOINTED RECEIVER OF  
KS PROPERTY MANAGEMENT INC.**

**DATED NOVEMBER 13, 2025**

**PREPARED BY DELOITTE RESTRUCTURING INC.**

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## **APPENDICES**

- Appendix "A" – Receiver's First R&D
- Appendix "B" – Redacted Lot 1 Purchase Agreement
- Appendix "C" – Redacted Lot 4 Purchase Agreement
- Appendix "D" – PIDs for Osprey Lands

## INTRODUCTION

- 1) Pursuant to an Order (the "**Receivership Order**") of the Supreme Court of British Columbia (the "**Court**") dated October 28, 2024 (the "**Date of Receivership**"), Deloitte Restructuring Inc. was appointed as Receiver (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and property of KS Property Management Inc. ("**KSPM**" or the "**Company**"), including all proceeds (the "**Property**"). The Court proceedings in which the Receiver was appointed are referred to herein as the "**Receivership Proceedings**."
- 2) The Receivership Order was granted pursuant to a petition to the Court filed on September 9, 2024 (the "**Petition**") by Kootenay Savings Credit Union ("**KSCU**"). KSCU is the primary secured creditor of KSPM and holds mortgages, assignments of rents and commercial security agreements creating valid and enforceable security interests in the Property, as further described herein.
- 3) Following the issuance of the Receivership Order, the Receiver issued a statutory Notice and Statement of the Receiver (the "**Notice to Creditors**") pursuant to subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (the "**BIA**").
- 4) The Receivership Order, the Notice to Creditors and other documents related to the Receivership Proceedings are available on the Receiver's website at [www.insolvencies.deloitte.ca/KSPM](http://www.insolvencies.deloitte.ca/KSPM) (the "**Receiver's Website**").
- 5) This is the Receiver's first report to Court (the "**First Report**" or "**this Report**"). The Receiver will also prepare a confidential supplement to this Report (the "**Confidential Supplement**"), which it seeks to be filed under seal, as described herein.
- 6) Unless otherwise provided, all other capitalized terms not defined in this First Report are as defined in the Receivership Order.

## Purpose of the First Report

- 7) The purpose of this Report is to:
  - a) Provide the Court with an overview of the Company's business and pertinent background information;
  - b) Report on the Receiver's activities since the Date of Receivership;
  - c) Present the Receiver's interim statement of receipts and disbursements from the Date of Receivership to October 31, 2025 (the "**Receiver's First R&D**"), attached hereto as **Appendix "A"**;
  - d) Report on the sale process undertaken by the Receiver with respect to the Property (the "**Sale Process**");
  - e) Outline the key terms of the purchase and sale agreement dated May 15, 2025 (the "**Lot 1 Purchase Agreement**") between the Receiver and Mr. and Mrs. Jourdin (the "**Lot 1 Purchaser**"), attached hereto in redacted form as **Appendix "B"**;
  - f) Outline the key terms of the purchase and sale agreement dated October 19, 2025 (the "**Lot 4 Purchase Agreement**") between the Receiver and Mr. Erkin Atakhanox (the "**Lot 4 Purchaser**"), attached hereto in redacted form as **Appendix "C"**; and

- g) Support the Receiver's application(s) for:
- i) An order approving the activities of the Receiver and the Receiver's First R&D, as described in this Report;
  - ii) An order (the "**Lot 1 Vesting Order**") approving the transaction contemplated by the Lot 1 Purchase Agreement (the "**Lot 1 Transaction**") and vesting title in Osprey Lot 1 (as defined in the Lot 1 Purchase Agreement) free and clear to the Lot 1 Purchaser;
  - iii) An order (the "**Lot 4 Vesting Order**") approving the transaction contemplated by the Lot 4 Purchase Agreement (the "**Lot 4 Transaction**") and vesting title in Osprey Lot 4 (as defined in the Lot 4 Purchase Agreement) free and clear to the Lot 4 Purchaser;
  - iv) An amended and restated Receivership Order incorporating provisions to streamline the sale of certain of the Company's real property (the "**Amended and Restated Receivership Order**"); and
  - v) An order (the "**Sealing Order**") that the Confidential Supplement be filed under seal until the earlier of: (1) the sale of all of the Company's real property; or (2) further order of the Court.

### **Terms of reference**

- 8) In preparing this First Report, the Receiver has relied upon unaudited financial and other information prepared by the Company's former employees and/or directors.
- 9) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards ("**GAAS**") pursuant to the CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under GAAS in respect of such information.
- 10) All dollar amounts in this Report are in Canadian dollars unless otherwise indicated.

### **Sealing of the Confidential Supplement**

- 11) The Confidential Supplement contains confidential information regarding the estimated value of the real property of the Company that remains unsold. It also contains confidential information regarding the properties subject to the current Court application, which would be detrimental to the Receiver's ability to sell these assets should the transactions fail to close. Disclosure of this confidential information would undermine the duty and efforts of the Receiver to maximize the realizations from the sale of the assets of the Company, and would be detrimental to the commercial interests of the Company and its various stakeholders, including KSCU and the other creditors.
- 12) Therefore, the Receiver believes that the proposed Sealing Order is appropriate under the circumstances and respectfully requests that the Court grant the Sealing Order on the terms as described herein. The Receiver is of the view that the salutary effects of the Sealing Order outweigh any possible deleterious effects.

## BACKGROUND

- 13) KSPM was incorporated in British Columbia ("**BC**") on December 31, 2020, and its directors are Ms. Christianne Hossmann ("**Ms. Hossmann**") and Mr. Isaac Hossmann. KSPM has no officers.
- 14) KSPM operated as a BC-based residential real estate developer. As of the Date of Receivership, its primary assets were two development projects:
  - a) Twin River Estates (the "**Twin River Development**"), a partially completed residential subdivision located in Castlegar, BC which is intended to be subdivided into approximately 53 bare freehold lots. These lands have a civic address of 3805 Columbia Ave., Castlegar, BC and a legal description with PID: 014-793-512 Lot 1 District Lot 4598 Kootenay District Plan 4520 Except Plans 7849, NEP87626 and EPP110967 (the "**Twin River Lands**"); and
  - b) 16 remaining unsold completed strata lots located in Wardner, BC (the "**Osprey Landing Lots**") with PIDs as set out in **Appendix "D"** to this Report (the "**Osprey Lands**", and together with the Twin River Lands, the "**Lands**"). The Osprey Landing Lots are located in the Osprey Landing development, a private, gated community which comprises a total of 81 strata lots.
- 15) The Receiver understands that KSPM had no employees as of the Date of Receivership. One individual had been employed as a project manager for the Twin River Development but was let go in or around June 2024 due to the Company's financial difficulties. Management of the Company was being overseen by Ms. Hossmann under a consulting arrangement.

## Books and records

- 16) The Company maintained electronic records in a secure, password-protected cloud-based IT system.
- 17) KSPM's financial records appear to have been kept current up to the Date of Receivership. The Receiver obtained access to the Company's financial records via its cloud-based accounting platform.
- 18) The most recently available externally compiled financial statements for KSPM were as of December 31, 2023.

## Background on the financial difficulties faced by the Company

- 19) The business and affairs of the Company and the causes of its insolvency are described in further detail in the Petition and are not repeated herein.
- 20) In summary, KSPM was formed on December 31, 2020 by an amalgamation of three companies, Osprey Landing Development Corp., Twin River Estates Ltd. and KS Property Management Inc., Inc. No. BC1056204. Through this amalgamation, KSPM acquired all the assets and liabilities of these companies, including the Lands, the Personal Property, the Mortgages and the CSAs (as each of these terms are defined in the Petition).
- 21) KSPM was a wholly-owned subsidiary of KSCU until December 31, 2023 (the "**Share Purchase Date**"), when the Company was sold to 0997677 BC Ltd. dba CDG Enterprises ("**CDG**"), which was the head contractor for the Twin River Development. As part of this transaction, KSCU acquired a 9% interest in CDG and advanced \$2.0 million in shareholder loans to CDG (the "**CDG Shareholder Loans**").
- 22) The Receiver understands that the CDG Shareholder Loans were intended to fund the completion of the Twin River Development, including paying contractors and completing registration of the

subdivision plan to enable listing and sale of the freehold lots. However, KSCU asserts that the CDG Shareholder Loans were not used for their intended purpose.

- 23) In June 2024, Ms. Hossmann, then a director of both KSPM and CDG, advised KSCU that the entities had exhausted their funds and were closing their sales offices. KSPM thereafter defaulted on its payment obligations to KSCU. KSCU subsequently filed the Petition seeking the appointment of a Receiver, and the Court granted the Receivership Order on October 28, 2024.

## **POWERS OF RECEIVER**

- 24) The Receiver's powers are detailed in paragraph 2 of the Receivership Order and include, among other things, the power to take possession and control of the Property (as that term is defined in the Receivership Order) and the power to market and sell the Property, subject to Court approval if any single transaction exceeds \$25,000 or if the aggregate of transactions exceeds \$100,000.

## **ACTIVITIES OF THE RECEIVER**

- 25) The Receiver has undertaken the following activities since the Date of Receivership:
- a) Reviewed KSCU's receivership application materials and the draft Receivership Order;
  - b) Held discussions with Ms. Hossmann to obtain information on the Lands, and to gain access to the Company's books and records;
  - c) Arranged to freeze the Company's bank account with Bank of Montreal and have the funds transferred to the Receiver's trust account.
  - d) Set up a trust account for KSPM and completed various estate accounting;
  - e) Advised the Company's insurance broker of the Receivership Proceedings and arranged for new coverage with a different broker;
  - f) Prepared and issued notices required under the BIA, including:
    - i) Preparing and mailing the Notice to Creditors;
    - ii) Submitting the Notice to Creditors to the Office of Superintendent of Bankruptcy; and
    - iii) Establishing the Receiver's Website for stakeholders to access Court Orders and other materials;
  - g) Advised the local utility companies and the Osprey Landing Development strata corporation of the Receivership Proceedings, and arranged to have the utility and strata accounts for the Lands placed in the Receiver's name;
  - h) Arranged for a locksmith to attend to the Twin Rivers Development to secure the infrastructure on site;
  - i) Retained Nathanson, Schachter, & Thompson LLP ("**NST**") to act as independent legal counsel to the Receiver and corresponded with them regarding all aspects of the Receivership Proceedings;
  - j) Participated in telephone calls with various stakeholders, including KSCU and its legal counsel;
  - k) Reviewed the ongoing hold costs associated with the Lands, prepared cash flow forecasts and arranged to obtain borrowings from KSCU to fund the Receivership Proceedings;

- l) Retained the existing representative on the Osprey Landing Development strata council and held discussions with them regarding various matters and voting decisions;
- m) Contacted Canada Revenue Agency ("**CRA**") to review the Company's goods and services tax ("**GST**") account and to facilitate filings for the post-receivership period;
- n) Conducted a preliminary review of KSPM's accounting records to ascertain sources and uses of cash, including the funds associated with the CDG Shareholder Loan, and the extent of intercompany transactions between KSPM and CDG in the months leading up to the Date of Receivership;
- o) Prepared a request for proposals to select a realtor and negotiated a listing agreement with Colliers Macaulay Nicolls Inc. ("**Colliers**"), as further described herein;
- p) Undertook various discussions with the engineer of record for the Twin River Development, Pennco Engineering (BC) Ltd., the City of Castlegar (the "**City**"), and general contractors in the region to ascertain the status of the development and work required to complete it, as detailed later in this Report;
- q) Liaised with NST to discuss various legal matters relating to, *inter alia*, the Sale Process and lienholders;
- r) Conducted the Sale Process and negotiated the Lot 1 Purchase Agreement and the Lot 4 Purchase Agreement (as further described herein); and
- s) Attended to other matters relating to the administration of the Receivership Proceedings.

## **ASSETS**

### **Cash**

- 26) The Company had cash in its bank account with Bank of Montreal of approximately \$5,700 as of the Date of Receivership. The Receiver had this amount transferred to its trust account.

### **GST receivable**

- 27) As of the Date of Receivership, the Company had a GST receivable of approximately \$623. The Receiver has collected approximately \$4,600 in pre-appointment and post-appointment GST refunds to the date of this Report.

### **Due from CDG**

- 28) As of the Date of Receivership, the Company's financial records indicated a balance owing from CDG to KSPM in the amount of \$160,000 (the "**CDG Receivable**").
- 29) The Receiver reviewed the Company's financial records and bank statements and determined that the CDG Receivable arose as a result of KSPM making payments to CDG from the proceeds of sale of certain Osprey Landing Development lots, net of approximately \$30,000 in management fees charged to KSPM.
- 30) On March 27, 2025, the Receiver issued a demand letter to CDG, and the current and former directors of CDG, demanding payment of the CDG Receivable on or before April 10, 2025. As of the date of this First Report, the Receiver has not received any communication from the current or former directors of CDG regarding this balance, with the exception of Ms. Hossmann who indicated that CDG did not have available cash resources to make the payment and that CDG is in the process of being wound down.

- 31) Through its investigation the Receiver found no direct evidence that the funds from the CDG Shareholder Loans flowed into KSPM or were used to advance the development of the Twin River Development.
- 32) The Receiver is assessing its available options with respect to recovery of the CDG Receivable and will report further to the Court in due course.

### **Real Property**

- 33) KSPM's primary asset is the Lands. As of October 31, 2024, the Lands had a combined net book value (inclusive of infrastructure upgrades) of approximately \$13.8 million.

#### *Osprey Lands*

- 34) The Receiver understands that KSPM originally took ownership of 52 lots at the Osprey Landing development in or around December 2018, and the lots were listed for sale over several years with two different realtors. As of December 31, 2023 (the Share Purchase Date), approximately 25 lots remained unsold. A further 9 lots were sold in 2024, prior to the Date of Receivership, with 16 lots now remaining to be sold.
- 35) The Osprey Landing Lots include Strata Lots 1, 4, 5, 44, 45, 46, 47, 48, 55, 56, 57, 58, 59, 60, 61, and 62.
- 36) The Osprey Landing Lots were most recently appraised by Great West Appraisal Ltd. as of August 26, 2024 (the "**Osprey Appraisal**"). A copy of the Osprey Appraisal is attached as an appendix to the Confidential Supplement.
- 37) The direct holding costs associated with the Osprey Landing Lots total approximately \$4,525 per month and include, *inter alia*:
  - a) Strata and utility fees of approximately \$3,200 per month;
  - b) Property taxes of approximately \$525 per month;
  - c) Insurance costs of approximately \$625 per month; and
  - d) Costs of approximately \$175 per month for a representative retained by the Receiver to attend at strata council meetings.

#### *Twin River Lands*

- 38) The Twin River Development is substantially completed with paved road, streetlamps, junction boxes, and other subdivision works completed. However, there remains a number of deficiencies to be completed before the City of Castlegar will approve the subdivision and the lots can be legally subdivided. The deficiencies include, among other items, testing of sanitary pumps, relocating utility infrastructure, certain earthworks and erosion control, and finalizing site servicing and testing (the "**Twin River Deficiencies**").
- 39) The Twin River Lands were most recently appraised by Strand and Godfrey Appraisals Ltd. as of September 16, 2024 (the "**Twin River Appraisal**"). However, this appraisal was undertaken on the basis of a fully completed and subdivided development of 50 lots and did not account for the costs to complete the Twin River Deficiencies. A copy of the Twin River Appraisal is attached as an appendix to the Confidential Supplement.
- 40) The direct holding costs associated with the Twin River Lands total approximately \$1,307 per month and include, *inter alia*:
  - a) Utility fees of approximately \$45 per month;



- b) Property taxes of approximately \$637 per month; and
- c) Insurance costs of approximately \$625 per month.

## **SALE PROCESS**

### **Background and engagement of Colliers**

- 41) On November 12, 2024, the Receiver issued a request for proposals to seven commercial and residential real estate brokerages. The Receiver requested that each realtor provide background information on their experience, knowledge of the local and BC market, a marketing plan for the Lands, an estimate of the value of the Lands, and the realtor's proposed commission structure.
- 42) On November 25, 2024, the Receiver obtained proposals from four of these brokerages (the "**Proposals**").
- 43) The Receiver reviewed the Proposals, engaged in discussions with the realtors, and consulted with KSCU to select the most suitable proposal.
- 44) On January 17, 2025, the Receiver entered into a listing agreement with Colliers in respect of the Twin River Lands, and entered into a further co-listing agreement with Colliers and RE/MAX Blue Sky Realty, Cranbrook ("**RE/MAX**") on April 30, 2025 with respect to the Osprey Landing Lots. In making its decision, the Receiver considered, among other things, Collier's and RE/MAX's recent experience with similar development lands, transactions undertaken in the Vancouver and Kootenay regions, their knowledge of potential buyers, and its commission rate. KSCU supported the engagement of Colliers.

### **Marketing of the Osprey Landing Lots**

- 45) Colliers provided the Receiver with a proposed marketing plan and list prices for each of the Osprey Landing Lots (the "**Osprey List Prices**"), after considering the previous list prices of the lots, the current market conditions, and the recent appraised values. KSCU supported the proposed Osprey List Prices. An analysis of the Osprey List Prices as compared to the Osprey Appraisal and BC Assessed Values is attached as an appendix to the Confidential Supplement.
- 46) Colliers has undertaken the following marketing activities with respect to the Osprey Landing Lots:
  - a) On May 14, 2025, Colliers commenced marketing of the Osprey Landing Lots. The launch date was determined following discussions between the Receiver, Colliers, and local real estate agents regarding the optimal launch time for recreational property over the summer months. Marketing activities included listing the lots on the Multiple Listing Service, publishing the listings on collierscanada.com (110 exclusive views to September 5, 2025), installing signage on the lots, and providing pertinent due diligence documents to interested parties and their agents.
  - b) Between August 6 and 30, 2025, Colliers ran a social media campaign which generated 65 direct leads, whereby prospective purchasers provided their consent to be contacted regarding the Osprey Landing Lots.
  - c) Between May 14 and September 5, 2025, Colliers conducted site tours with 15 parties and fielded over 100 inquiries from realtors and influencers in the Kootenay region.

### The Lot 1 Transaction

- 47) The offers received in respect of the Osprey Landing Lots and subsequent negotiations with interested parties are more fully outlined in the Confidential Supplement.
- 48) On May 15, 2025, the Receiver entered into the Lot 1 Purchase Agreement with the Lot 1 Purchaser. Capitalized terms used in this section of the Report and not otherwise defined have the meanings ascribed to them in the Lot 1 Purchase Agreement. A copy of the Lot 1 Purchase Agreement, with the Purchase Price and Deposit amount redacted, is attached hereto as **Appendix "B"**.
- 49) Pursuant to the Lot 1 Purchase Agreement, the Lot 1 Purchaser has agreed to purchase, and the Receiver has agreed to sell, all of the Company's right, title and interest in and to Osprey Lot 1, free and clear of all claims and encumbrances except for certain permitted encumbrances.
- 50) The material terms of the Transaction include:
  - a) **Purchase Price and Deposit:** Details are provided in the Confidential Supplement;
  - b) **Representations and warranties:** Osprey Lot 1 is being acquired on an "as-is, where-is" basis, with no representations or warranties provided by the Receiver, consistent with standard insolvency transaction terms.
  - c) **Conditions:** Completion is conditional upon Court approval of the Lot 1 Transaction and confirmation that Osprey Lot 1 remains in substantially the same condition as observed by the Purchaser on October 1, 2024.
  - d) **Completion Date:** The Completion Date and Possession Date are scheduled for 10 business days following Court approval of the Lot 1 Transaction.

### The Lot 4 Transaction

- 51) On October 19, 2025, the Receiver entered into the Lot 4 Purchase Agreement with the Lot 4 Purchaser. Capitalized terms used in this section of the Report and not otherwise defined have the meanings ascribed to them in the Lot 4 Purchase Agreement. A copy of the Lot 4 Purchase Agreement, with the Purchase Price and Deposit amount redacted, is attached hereto as **Appendix "C"**.
- 52) Pursuant to the Lot 4 Purchase Agreement, the Lot 4 Purchaser has agreed to purchase, and the Receiver has agreed to sell, all of the Company's right, title and interest in and to Osprey Lot 4, free and clear of all claims and encumbrances except for certain permitted encumbrances.
- 53) The material terms of the Transaction include:
  - a) **Purchase Price and Deposit:** Details are provided in the Confidential Supplement;
  - b) **Representations and warranties:** Osprey Lot 4 is being acquired on an "as-is, where-is" basis, with no representations or warranties provided by the Receiver, consistent with standard insolvency transaction terms.
  - c) **Conditions:** Completion is subject to receiving Court Approval of the Lot 4 Transaction.
  - d) **Completion Date:** The Completion Date and Possession Date are scheduled for 10 business days following Court approval of the Lot 4 Transaction.

## The Receiver's Recommendation

- 54) The Receiver respectfully recommends that the Court approve the Lot 1 Transaction and the Lot 4 Transaction (together, the "**Transactions**") for the following reasons:
- a) The market has been widely canvassed by Colliers and RE/MAX, experienced realtors, using strategies commonly used to sell real property, including, but not limited to, direct solicitation of investors and developers. In the Receiver's view, the listing brokers have undertaken a thorough and commercially reasonable marketing of Osprey Lot 1 and Osprey Lot 4 (together, the "**Sold Lots**") and the Sale Process was conducted in a fair and transparent manner. In addition, the Osprey Landing Lots have been exposed to the market for several months prior to the Date of Receivership;
  - b) The purchases prices for the Sold Lots are fair and reasonable in the circumstances, taking into account their market value, other offers received, and feedback received on the status of the Kootenay real estate market for similar development lots; and
  - c) The Receiver believes that the terms of the Transactions are reasonable and appropriate in the circumstances, represent the best outcome for stakeholders and will maximize the value of the Sold Lots for the benefit of the Company's creditors.
- 55) KSCU, as the primary secured creditor of KSPM, is supportive of the Transactions.
- 56) Based on the foregoing, the Receiver supports the approval of the Transactions and the relief sought in the Lot 1 Vesting Order and the Lot 4 Vesting Order (together, the "**Vesting Orders**").

## Future Sales of the Osprey Landing Lots

- 57) Given there will remain 14 Osprey Landing Lots (each an "**Unsold Lot**" and collectively, the "**Unsold Lots**") to sell, the Receiver proposes a process to market and complete the sale of the Unsold Lots on an ongoing basis without having to seek Court approval for each individual sale. In the Receiver's view, eliminating the need for repeated Court applications would avoid significant and unnecessary costs.
- 58) Accordingly, the Receiver is seeking an amendment to the Receivership Order to simplify the Sale Process, allowing the Receiver to sell an Unsold Lot without the need to bring a separate application for approval, subject to certain conditions (the "**Permitted Transaction**").
- 59) The amendment to the Receivership Order sought by the Receiver would allow the Receiver to sell the remaining Osprey Landing Lots without Court approval provided the sale price is approved by KSCU. The Receivership Order would be further amended to specifically provide the Receiver with the power to execute Form A – Freehold Transfers of the Osprey Landing Lots being sold as Transferor. As the only holder of financial encumbrances charging the Osprey Landing Lots, KSCU would provide discharges of those encumbrances on closing as would be done in normal conveyances. The sale of Twin River Lands would require Court approval.
- 60) KSCU has agreed with the proposed amendment to the Receivership Order.
- 61) The Receiver is of the view that this proposed approach will offer the following advantages:
- a) It will significantly reduce the Receiver's and the Receiver's legal counsel fees, thereby maximizing net recoveries to the Company's creditors;
  - b) It will facilitate faster closings, providing greater certainty to purchasers regarding possession dates; and

- c) It will simplify and streamline closings, which will help improve their marketability, particularly to parties that are unfamiliar with acquiring properties from an insolvency process.

62) Based on the foregoing, the Receiver supports the approval of the Amended Receivership Order.

### **Marketing of the Twin River Development**

- 63) In January and February 2025, the Receiver engaged Colliers to explore a sale of the Twin River Lands in their current state, prior to completion of the Twin River Deficiencies.
- 64) Colliers canvassed the market and spoke to a number of potential interested parties, including several local developers.
- 65) Ultimately, no offers were received to purchase the Twin River Lands in their current state. Interested parties cited concerns regarding the cost and availability of trade workers in the Kootenay region and uncertainty regarding the scope of the Twin River Deficiencies required to obtain subdivision approval from the City.
- 66) An informal, non-binding offer was received from a developer in late January 2025, but closing was conditional on the approval of the subdivision by the City.
- 67) In response to the market feedback received by Colliers, and following discussions with KSCU, the Receiver opted to cease marketing the Twin River Lands in March 2025.
- 68) The Receiver is currently investigating options to engage a general contractor or other parties to complete the Twin River Deficiencies, with the intent of subdividing the property in mid-2026 and re-engaging a realtor to sell lots individually, or en-bloc.
- 69) The Receiver has undertaken discussions with engineers and the City to assess the scope of work involved. However as of the date of this Report only one construction firm has provided a quote for this work, with several others declining to consider it. The Receiver's efforts to procure a contractor to complete the Twin River Deficiencies are ongoing.

### **CREDITORS AND SECURED CHARGES**

#### **CRA priority claims**

- 70) The Receiver has accessed the Company's online accounts with CRA in relation to payroll source deductions ("PSD") and GST. The accounts indicate that there are no amounts owing to CRA.
- 71) In January 2025, the CRA completed trust examinations on both the PSD and GST accounts and indicated no amounts were owed and the accounts would be closed.
- 72) The Receiver has continued to file post-filing GST returns. No amounts are currently owed to the CRA for post-filing GST.
- 73) There have been no post-filing employees and therefore no post-filing PSD.

#### **Wage claims**

- 74) The Receiver is not aware of any priority claims in respect of outstanding wage arrears. There were no employees of the Company on the Date of Receivership.

## **Receiver's Charge and Receiver's Borrowing's Charge**

- 75) Pursuant to paragraph 20 of the Receivership Order, the Receiver and NST, as its legal counsel, are the beneficiaries of the Receiver's Charge to secure payment of their fees and disbursements incurred in the Receivership Proceedings. The Receiver's Charge is a first-ranking charge of the Property but is subordinate to charges, if any, created pursuant to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 76) Pursuant to paragraph 23 of the Receivership Order, the Receiver is authorized to borrow up to \$500,000 without further approval of the Court for the purpose of carrying out its duties and powers (the "**Borrowing Facility**"). To the date of this Report, the Receiver has drawn \$181,501 on the Borrowing Facility.

## **Secured creditors**

- 77) In addition to the Receivership Order, on October 28, 2024, the Court granted a further Order (the "**Security Order**") confirming that KSCU holds valid and enforceable Mortgages (as defined in the Security Order) charging the Lands and CSAs (as defined in the Security Order) charging all of the present and after-acquired personal property on the Company. The determination of the priority of the Mortgages and the CSAs over the Lien Claimants (as defined below) was adjourned generally and is subject to further order of the Court.
- 78) The determination of the amount of money due and owing under the Mortgages and the CSAs was also adjourned generally and is subject to further order of the Court. Pursuant to the Petition, KSCU asserts that is owed \$15,264,462 as of August 31, 2024, plus interest thereafter and costs pursuant to a promissory note dated February 27, 2024.
- 79) The security of KSCU and other secured creditors (as further described herein) is subject to certain prior-ranking Court-ordered charges and statutory interests, which include:
  - a) The Receiver's Charge (as that term is defined in the Receivership Order);
  - b) The Receiver's Borrowings Charge (as that term is defined in the Receivership Order); and
  - c) Certain deemed trust and priority claims, if any.
- 80) With respect to the Twin River Lands, KSCU is the only known creditor with a charge registered against title to the lands. The Receiver is not aware of any deemed trust or other priority claims.

## **Builders' Lien Act claims**

- 81) The Receiver understands that four parties (the "**Lien Claimants**") have registered Claims of Builders' Lien and Certificates of Pending Litigation under the *Builders Lien Act*, charging the Twin River Lands for amounts owing in respect of construction and engineering services provided at the Twin River Development.
- 82) The Lien Claimants are listed below and have asserted amounts owing in the aggregate amount of \$2,590,701:
  - a) Geo Stabilization International Inc.;
  - b) Marwest Industries Ltd.;
  - c) Pennco Engineering (BC) Ltd.; and
  - d) Colas Western Canada Inc.

- 83) The Receiver understands that all amounts secured by the security held by KSCU were advanced prior to the registration of the lien claims on title to the Twin River Lands by the Lien Claimants.
- 84) The Receiver has not yet independently verified the validity and enforceability of the claims asserted by the Lien Claimants.

#### **Unsecured creditors**

- 85) The available books and records did not include any amounts owed to unsecured creditors and the Receiver has not been contacted by any parties alleging unpaid amounts.
- 86) As outlined in its Notice to Creditors, the Receiver understands an unknown amount may be owed to Mr. Tyler Boettcher based on a pending civil claim that is disputed by both the Company and KSCU.

#### **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

- 87) The Receiver's First R&D reflects the administration of the Receivership Proceedings from the Date of Receivership to October 31, 2025 and is attached hereto as **Appendix "A"**.
- 88) As of October 31, 2025, the Receiver's gross receipts amounted to \$191,896, of which \$181,501 consists of Receiver borrowings from KSCU.
- 89) During the same period, the Receiver made disbursements totaling approximately \$182,340 including, among other things:
- a) \$76,351 for the Receiver's fees and costs;
  - b) \$16,893 for NST's fees and costs;
  - c) \$55,410 in holding costs for the properties, including utilities, property taxes, and strata fees;
  - d) \$19,148 in insurance premiums; and
  - e) \$6,588 in engineer's fees associated with the Twin River Development.
- 90) The net cash balance held by the Receiver was \$9,556 as of October 31, 2025.

#### **CONCLUSIONS AND RECOMMENDATIONS**

- 91) Based on the foregoing, the Receiver respectfully requests that the Court approve the relief set out in paragraph 7(g) of this Report, including the Vesting Orders, the Amended and Restated Receivership Order, and the Sealing Order.

All of which is respectfully submitted at Vancouver, BC this 13<sup>th</sup> day of November, 2025.

#### **DELOITTE RESTRUCTURING INC.**

In its capacity as Court-appointed Receiver of  
KS Property Management Inc.,  
and not in its personal capacity



Per: Paul Chambers, FCA(UK), CIRP, LIT  
Senior Vice-President

## **APPENDIX "A"**

### **Receiver's First R&D**

#### **In the Matter of the Receivership of KS Property Management Inc.**

#### **Receiver's Interim Statement of Receipts and Disbursements For the Period of October 28, 2024 to October 31, 2025**

<b>Description</b>	<b>Amount (CDN)</b>
<b>Receipts</b>	
Receiver borrowings	\$ 181,501
Transfer from pre-Receivership bank account	5,759
GST refunds	4,636
<b>Total receipts</b>	<b>\$ 191,896</b>
<b>Disbursements</b>	
Receiver's fees and costs to June 30, 2025	\$ 76,351
Utilities	22,078
Insurance premium	19,148
Osprey Landing strata fees	17,280
Legal fees to April 30, 2025	16,893
Property taxes	16,051
Engineer's fees (Twin River Development)	6,588
GST on disbursements	5,078
Miscellaneous expenses	1,691
PST on disbursements	1,181
<b>Total disbursements</b>	<b>\$ 182,339</b>
<b>Excess of receipts over disbursements</b>	<b>\$ 9,556</b>

**APPENDIX "B"**

**Redacted Lot 1 Purchase Agreement**



## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL

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

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

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

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

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

3. **COMPLETION:** (Section 4) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
  - (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
  - (c) The buyer's lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.

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

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

4. **POSSESSION:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

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

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

### Costs to be Borne by the Seller

- Lawyer or notary Fees and Expenses:
- attending to execution documents
- Costs of clearing title, including:
- investigating title,
  - discharge fees charged by encumbrance holders,
  - prepayment penalties.

Real Estate Commission (plus GST).

### Costs to be Borne by the Buyer

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

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

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

### Goods and Services Tax (GST)

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

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

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



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

## CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Elk Valley Realty DATE: May 15 2025

ADDRESS: 1241 7th Avenue Fernie BC V0B1M5 PHONE: (250) 423-4444

PREPARED BY: Sandra Goode MLS® NO: 10347433

BUYER: Michael Thomas Jourdin

SELLER: Deloitte Restructuring Inc

BUYER: Anne Marie Jourdin

SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_

SELLER: \_\_\_\_\_

ADDRESS: 16 Sandpiper Estate Rd

ADDRESS: \_\_\_\_\_

Lake Newel Resort, Alberta

Vancouver, BC

PC: T1R 0X7

PC: \_\_\_\_\_

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 27.

### PROPERTY:

1 OSPREY LANDING Drive

UNIT NO. ADDRESS OF PROPERTY

Wardner BC V0B 2J0

CITY/TOWN/MUNICIPALITY POSTAL CODE

028-270-428

PID OTHER PID(S)

**STRATA LOT 1, PLAN EPS171, DISTRICT LOT 2374, KOOTENAY LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V**

### LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The Purchase Price of the Property will be \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ DOLLARS (Purchase Price).

Unless the Buyer and the Seller agree otherwise in writing, the Purchase Price includes Goods and Services Tax (GST) if applicable, and the Seller will separately disclose all applicable GST on or before the Completion Date on the Seller's Statements of Adjustments. If the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Rescission Amount). The foregoing Rescission Amount is set out herein for notice purposes only and, to the extent there is an inconsistency between the foregoing sentence and the Home Buyer Rescission Period Regulation, the latter will govern and prevail. The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

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BUYER'S INITIALS

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SELLER'S INITIALS

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2. **DEPOSIT:** A deposit of [REDACTED] which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque except as otherwise set out in this Section 2 and will be delivered in trust to Re/Max Elk Valley Realty

\_\_\_\_\_ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that:

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

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

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

**CASH OFFER**

**PURCHASE IS GST APPLICABLE**

**BUYER HAS VIEWED AND APPROVED ALL THE STRATA DOCUMENTS**

**BUYER IS AWARE OF THE MONTHLY STRATA FEE OF \$90.00**

**BUYER IS AWARE OF THE QUARTERLY UTILITY CHARGE OF \$322.00**

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

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BUYER'S INITIALS

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10 business days following court approval

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4. **COMPLETION:** The sale will be completed on ~~14 DAYS FROM ACCEPTANCE~~ yr. (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 1 o'clock P.m. on yr. (Possession Date) or, subject to the following existing tenancies, if any: 10 business days following court approval

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of ~~14 days from acceptance~~ yr. (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

bare land

**BUT EXCLUDING:**

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on October 1, yr. 2024

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing:

- 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);
- a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and
- 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*

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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*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 Tyler Hancock

DESIGNATED AGENT(S)

who is/are licensed in relation to RE/MAX Blue Sky Realty

BROKERAGE

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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 SANDRA GOODE

DESIGNATED AGENT(S)

who is/are licensed in relation to Re/Max Elk Valley Realty

BROKERAGE


INITIALS

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

DESIGNATED AGENT(S)

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

having signed a dual agency agreement with such Designated Agent(s) dated \_\_\_\_\_

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFS 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.

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFS 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.

## 22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

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BUYER'S INITIALS

SEAL

The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, the Seller's acceptance is irrevocable including without limitation during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

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SELLER'S INITIALS

SEAL

**23. DISCLOSURE OF BUYER'S RESCISSION RIGHT:** The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:

- A. the Buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other than a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- C. if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.
- D. If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and

MTJ	AMJ	
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BUYER'S INITIALS

DS	PC	
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SELLER'S INITIALS



PROPERTY ADDRESS

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

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

AMJ MTJ

BUYER'S INITIALS

PL

SELLER'S INITIALS

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

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

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

MTJ AMJ

BUYER'S INITIALS

DS PL

SELLER'S INITIALS

PROPERTY ADDRESS

26. **OFFER:** This offer, or counter-offer, will be open for acceptance until 6 o'clock p m. on 23 29 day of May yr. 2025 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

**PC** If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

YES MTJ AMJ INITIALS

NO INITIALS

Authentic Michael T Jourdin 05/15/25 **SEAL**

BUYER

Michael Thomas Jourdin  
PRINT NAME

WITNESS

Authentic Anne M Jourdin 05/15/25 **SEAL**

BUYER

Anne Marie Jourdin  
PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

27. **ACCEPTANCE:** The Seller:

- A. hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above,
- B. agrees to pay a commission as per the Listing Contract, and
- C. authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after Completion.

Seller's acceptance is dated this 27 day of May yr. 2025.

The Seller declares their residency as defined under the *Income Tax Act*:

RESIDENT OF CANADA DS INITIALS

NON-RESIDENT OF CANADA INITIALS

DocuSigned by: Paul Chambers **SEAL**

SELLER

Deloitte Restructuring Inc  
PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

PROPERTY ADDRESS

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

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

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

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

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

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

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

MTJ AMJ

BUYER'S INITIALS

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SELLER'S INITIALS

\*PREC represents Personal Real Estate Corporation

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BC2057 REV. NOV 2024

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# TITLE SEARCH PRINT

File Reference:

2025-05-13, 11:12:33

Requestor: Deda Pliska

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

<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	NELSON NELSON
<b>Title Number</b> From Title Number	CA8682086 CA1640669
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1
<b>Taxation Authority</b>	East Kootenay Assessment Area
<b>Description of Land</b> Parcel Identifier: Legal Description:	028-270-428 STRATA LOT 1 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
<b>Legal Notations</b>	TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT 30 STRATA PLAN EPS171  HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2, PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763
<b>Charges, Liens and Interests</b> Nature: Registration Number: Registration Date and Time: Remarks:	EASEMENT 59232D 1961-12-01 11:01 INTER ALIA APPURTENANT TO LANDS AS THEREIN SET OUT



DS

# TITLE SEARCH PRINT

File Reference:

2025-05-13, 11:12:33

Requestor: Deda Pliska

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

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Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

**TITLE SEARCH PRINT**

File Reference:

2025-05-13, 11:12:33

Requestor: Deda Pliska

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1586442
Registration Date and Time:	2024-09-10 10:58
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION
Remarks:	INTER ALIA

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**Transfers**

NONE



**Pending Applications**

NONE



PC

# COMMON PROPERTY SEARCH PRINT

File Reference:

2025-05-13, 11:12:33

Requestor: Deda Pliska

## Land Title District

Land Title Office

NELSON

NELSON

Common Property Strata Plan

EPS171

## Transfers

NONE

## Legal Notations

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2, PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

## Charges, Liens and Interests

Nature:

EASEMENT

Registration Number:

59232D

Registration Date and Time:

1961-12-01 11:01

Remarks:

INTER ALIA

APPURTENANT TO LANDS AS THEREIN SET OUT

Nature:

RIGHT OF WAY

Registration Number:

D3537

Registration Date and Time:

1970-04-22 16:05

Registered Owner:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Remarks:

INTER ALIA

Nature:

EASEMENT

Registration Number:

LB290752

Registration Date and Time:

2009-03-18 15:02

Remarks:

PART SHOWN ON PLAN NEP88762

APPURTENANT TO LOT 2, PLAN 13247 EXCEPT PLAN 14657

MTJ

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Nature:

PRIORITY AGREEMENT

Registration Number:

LB290753

Registration Date and Time:

2009-03-18 15:02

Remarks:

GRANTING LB290752 PRIORITY OVER LB131725

AND LB131726, A MORTGAGE AND ASSIGNMENT OF

RENTS REGISTERED ON THE TITLE OF THE STRATA LOTS

PC

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

CA1640758

Registration Date and Time:

2010-07-02 10:47

Registered Owner:

KOOCANUSA UTILITY COMPANY LTD.

INCORPORATION NO. BC0808793

## COMMON PROPERTY SEARCH PRINT

File Reference:

2025-05-13, 11:12:33

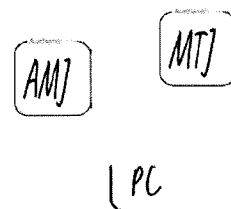
Requestor: Deda Pliska

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA1640775  
Registration Date and Time: 2010-07-02 10:47  
Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
INCORPORATION NO. BC0808793

Nature: EASEMENT  
Registration Number: CA9523375  
Registration Date and Time: 2021-11-22 14:21  
Remarks: PART IN PLAN EPP116603; APPURTENANT TO STRATA LOT  
31 STRATA PLAN EPS171

### Miscellaneous Notes:

NONE





PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT

File Reference:

2025-05-13, 11:12:34

Requestor: Deda Pliska

PARCEL IDENTIFIER (PID): 028-270-428

SHORT LEGAL DESCRIPTION: S/EPS171//1//1

MARG:

TAXATION AUTHORITY:

1 East Kootenay Assessment Area

FULL LEGAL DESCRIPTION: CURRENT

STRATA LOT 1 DISTRICT LOT 2574 KOOTENAY DISTRICT STRATA PLAN EPS171  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

EASEMENT STRATA PLAN EPS171

EASEMENT PLAN EPP116603

AEF/IFB: MN: W PE: 0 SL: 1 TI: 1

AMJ

MTJ

PC

**SCHEDULE "A"**  
**(Court Approved Sale)**

DATE: MAY 15, 2025

CONTRACT OF PURCHASE AND SALE re: lands at Strata Lot 1, Osprey Landing Drive, Wardner, V0B 2J0, British Columbia and legally described as Strata Lot 1, Plan EPS171, District Lot 2374, Kootenay Land District, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V, PID: 028-270-428 (the "Property")

The following terms replace, modify and where applicable override the terms of the Contract of Purchase and Sale, including any addenda and/or amendments thereto (collectively, the "Contract of Purchase and Sale"). Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply and govern. Notwithstanding any term or condition of the Contract of Purchase and Sale, the parties hereto agree as follows:

1. All references to Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean Deloitte Restructuring Inc. (the "Receiver"), in its capacity as Court appointed Receiver of the Property and all of the assets, undertakings and property of KS Property Management Inc. (the "Company"), including all proceeds, and not in its personal or corporate capacity, pursuant to an Order of the Supreme Court of British Columbia (the "Court") issued October 28, 2024.
2. The Receiver is not contractually or otherwise liable to any party in any way under the Contract of Purchase and Sale and shall not be under any obligation to advocate for the Court's acceptance of the Contract of Purchase and Sale. The only obligation of the Receiver will be to facilitate the completion of a sale once all conditions have been met and complied with, including Court approval, subject to the Receiver's discretion.
3. The Buyer accepts the Property "as is, where is" and agrees to save the Receiver and the Company harmless from all claims resulting from or relating to the Property, including without limitation any claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition 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 subdivision agreement and easements.
4. The Buyer acknowledges and agrees that the Receiver and the Company make no representations or warranties whatsoever with respect to the Property. The Buyer acknowledges and agrees that they have relied entirely upon their own inspection and investigation with respect to quantity, quality and value of the Property.
5. With respect to environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that they are responsible to investigate the environmental condition of the Property to their satisfaction and that they are responsible to satisfy themselves, and is relying on their own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the Buyer and the environmental condition of the Property is otherwise acceptable. Contaminants includes, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Property.
6. The Receiver and the Company are 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 their tenants, guests, assigns, agents or by persons unknown.
7. This Contract of Purchase and Sale is subject to approval by the Court, with the real estate commission in respect of this contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court. This condition is for the sole benefit of the Receiver.
8. This Contract will become public information prior to the Court approval date and competing purchasers 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. The Buyer acknowledges that the Receiver may be compelled to advocate that the court consider a further tender process be undertaken, including pursuant to the Court's Practice Direction PD-66 "Foreclosure Proceedings", or any other process deemed appropriate by the Receiver or the Court, or that other offers be accepted, in order to obtain the highest price for the Property. The Receiver gives no undertaking to advocate for the acceptance of this offer. To protect their interest in purchasing the Property, the Buyer acknowledges and agrees that they should attend at any future court hearing in person or by agent and be prepared there, or as may otherwise be directed by the court, to make such amended or increased offer to purchase the Property as the court may permit or direct. The Buyer further acknowledges and agrees that they will follow the "Bid Process" outlined in Practice Direction PD-66.

9. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval the Receiver determines it is inadvisable to present this Contract of Purchase and Sale to the Court for any reason whatsoever, and in any such event the Receiver shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.
10. The Buyer acknowledges and agrees that the Receiver will seek a Court order transferring title to the Property free and clear of all encumbrances concerning the Property in accordance with such order as may be made in the said proceedings except: subsisting conditions, provisos, restrictions, easements, 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 or as may be agreed to by the Buyer and the Receiver.
11. 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 Receiver 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 Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies.
12. No property condition disclosure statement concerning the Property forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.
13. The Purchase Price does not include Goods and Services Tax ("GST"), Provincial Sales Tax ("PST"), Harmonized Sales Tax, property transfer tax, or any other tax that may be applicable (collectively, "Taxes"). The Buyer will be liable for and shall pay all Taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Property by the Receiver to the Buyer. On the completion date for the sale, the Buyer will provide the Receiver 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 and an indemnity in that regard in a form acceptable to the Receiver, and, in any event, the Buyer shall pay any and all Taxes 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. The Buyer shall obtain its own legal, accounting and other professional advice as to GST and PST and any other Taxes.
14. The Buyer waives any right it may have with respect to confirmation and/or acknowledgement of the residency of the Company 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 Company 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 Company and/or registered or beneficial owner(s) of the Property and, to the extent necessary, has incorporated any associated risks into its purchase price. PC  
AMJ  
MTJ
15. The Receiver may, at its sole discretion, extend the Completion Date by up to 15 business days.
16. The Buyer acknowledges and agrees that the Receiver and the Company 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 Receiver's failure to deliver vacant possession to the Buyer on the Possession Date or thereafter.
17. 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 Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Receiver 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 Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand from the Receiver 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.

18. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque or bank draft and shall be delivered by prepaid courier to the solicitor acting for the Receiver.
19. This Schedule 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 Schedule 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 Schedule will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Authenticat  
Michael T Jourdin 05/15/25

Buyer

Authenticat  
Anne M Jourdin 05/15/25

Buyer

DocuSigned by:  
Paul Chagnon  
Deloitte Restructuring Inc. in its capacity as Court  
appointed Receiver of the Property, and not in its  
personal or corporate capacity



**Effective Date:** 2025/03/03

**Number:** PD - 66

**Title:**

## **Practice Direction**

### **Foreclosure Proceedings**

#### **Summary:**

This Practice Direction provides that, in general, in-person attendance is required for foreclosure proceedings. In applications for approval of sale, sealed bids must be collected in the courtroom by 9:45 a.m. on the day of the hearing to be presented to the Court. This Practice Direction also sets out the process to be followed in the rare circumstances where a party applies to attend an application in a foreclosure proceeding remotely.

#### **Direction:**

1. This Practice Direction replaces *Practice Direction 33 – Telephone Appearances on Foreclosure Applications* dated January 2, 2012 and *Practice Direction 62 – Sealed Bid Process for Foreclosures and Other Matters Involving Sales of Land* dated August 12, 2022.

#### **Remote attendance at foreclosure proceedings is discouraged**

2. The Court discourages attendance at foreclosure proceedings by way of telephone, video conference, or other communication medium.
3. In the rare circumstances where a party applies for leave to attend an application in a foreclosure proceeding remotely, the party should include in their requisition in Form 20.1:
  - a. the nature of the foreclosure application (i.e., order nisi; application to shorten redemption period with or without immediate conduct of sale; application for conduct of sale within or upon the expiry of the redemption period; application for approval of sale; etc.); and
  - b. whether the foreclosure application is anticipated to be opposed.

—DS

4. If a party is granted leave to attend an application for approval of sale remotely, the party must arrange for an agent to attend in person to present the offer(s) to the Court if the party anticipates sealed bids or if such are received before the hearing.
5. The decision on whether to grant leave to attend a foreclosure application remotely remains within the discretion of the judge or associate judge hearing the application, regardless of any leave granted through the requisition process.

**Sealed bids are to be provided to the court clerk at 9:45**

6. In applications for approval of sale, sealed bids (including a copy, but not the original, of the proof of deposit) must be collected and assembled in the courtroom by 9:45 a.m. the day of the hearing, to be presented to the Court in such manner as the Court directs. It remains within the discretion of the judge or associate judge hearing the application whether to consider sealed bids provided after that time.

**Setting foreclosure applications for hearing**

7. Foreclosure applications may be scheduled on certain days at certain registries. Parties should consult the Supreme Court Scheduling webpage for the applicable registry prior to filing to ensure the foreclosure application is set for the appropriate day.

**Ron A. Skolrood**  
**Chief Justice**

MTJ AMJ  
PC

**APPENDIX "C"**

**Redacted Lot 4 Purchase Agreement**

## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL

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

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

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

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

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

3. **COMPLETION:** (Section 4) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
  - (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
  - (c) The buyer's lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.

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

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

4. **POSSESSION:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.



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

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

### Costs to be Borne by the Seller

- Lawyer or notary Fees and Expenses:  
 - attending to execution documents  
 Costs of clearing title, including:  
 - investigating title,  
 - discharge fees charged by  
 encumbrance holders,  
 - prepayment penalties.

Real Estate Commission (plus GST).

### Costs to be Borne by the Buyer

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

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



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

### Goods and Services Tax (GST)

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

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

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

## CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Elk Valley Realty

ADDRESS: 1241 7th Avenue      Fernie      BC V0B1M5      PHONE: (250) 423-4444

PREPARED BY: Sandra Goode MLS® NO: 10347469

BUYER: Erkin Atakhanov SELLER: Deloitte Restructuring Inc.

BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_

ADDRESS: 297 Lakeside Greens ADDRESS:

Chestermere, Alberta Vancouver, BC

PC:T1X 1C3

**This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 27.**

**PROPERTY:**

4 OSPREY LANDING Drive

UNIT NO.	ADDRESS OF PROPERTY
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Wardner BC VOB 2J0

CITY/TOWN/MUNICIPALITY	POSTAL CODE
------------------------	-------------

028-270-452

PID	OTHER PID(S)

SL 4 DL: 2374 Plan: EPS171 LD: 26 Kootenay Legal Form: TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY  
IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V.

### LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The Purchase Price of the Property [REDACTED]  
[REDACTED]  
[REDACTED] DOLLARS (Purchase Price).

Unless the Buyer and the Seller agree otherwise in writing, the Purchase Price includes Goods and Services Tax (GST) if applicable, and the Seller will separately disclose all applicable GST on or before the Completion Date on the Seller's Statements of Adjustments. If the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission

(Rescission Amount). The foregoing Rescission Amount is set out herein for notice purposes only and, to the extent there is an inconsistency between the foregoing sentence and the Home Buyer Rescission Period Regulation, the latter will govern and prevail. The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

2. **DEPOSIT:** A deposit of \$ [REDACTED] which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:  
**within 3 business days of acceptance**

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque except as otherwise set out in this Section 2 and will be delivered in trust to Re/Max Elk Valley Realty

and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that:

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

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

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

**CASH SALE**

**BUYER HAS REVIEWED AND APPROVED ALL STRATA DOCUMENTS**

**SUBJECT TO COURT APPROVAL.**

**GST IS APPLICABLE ON THIS PURCHASE AND THE RESPONSIBILITY OF THE BUYER**

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on 10 business days from court approval, yr. \_\_\_\_\_ (Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at \_\_\_\_\_ o'clock \_\_\_\_m. on \_\_\_\_\_, yr. \_\_\_\_\_ (Possession Date) or, subject to the following existing tenancies, if any: 10 business days from court approval
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of 10 business days from court approval, yr. \_\_\_\_\_ (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

Bare Land

**BUT EXCLUDING:**

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on May 1, yr. 2025
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing:
  - A. particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return);
  - B. a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and
  - C. if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax*

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

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

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

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

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

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

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

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

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

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

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

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

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

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

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

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

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

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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

Tyler Hancock

DESIGNATED AGENT(S)

who is/are licensed in relation to RE/MAX Blue Sky Realty

BROKERAGE

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INITIALS

B. The Buyer acknowledges having received, read and understood the BCFS form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with Sandra Goode

DESIGNATED AGENT(S)

who is/are licensed in relation to RE/MAX Elk Valley Realty

BROKERAGE


INITIALS

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

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BUYER'S INITIALS

DESIGNATED AGENT(S)

TL		
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SELLER'S INITIALS

PROPERTY ADDRESS

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

having signed a dual agency agreement with such Designated Agent(s) dated \_\_\_\_\_

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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.

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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.

## 22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

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BUYER'S INITIALS

SEAL

The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, the Seller's acceptance is irrevocable including without limitation during the period prior to the date specified for the Buyer to either:

- fulfill or waive the terms and conditions herein contained; and/or
- exercise any option(s) herein contained.

IV		
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SELLER'S INITIALS

SEAL

**23. DISCLOSURE OF BUYER'S RESCISSION RIGHT:** The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:

- the Buyer cannot waive the Rescission Right;
- the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other than a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.
- If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

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

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BUYER'S INITIALS

DS		
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SELLER'S INITIALS

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

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

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

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BUYER'S INITIALS

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SELLER'S INITIALS



PROPERTY ADDRESS

EA 26. **OFFER:** This offer, or counter-offer, will be open for acceptance until 5 o'clock P.m. on 27 day of October yr. 2025 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

YES

EA

INITIALS

NO

INITIALS

Authenticates  
Erkin Atakhanov 10/19 SEAL

BUYER

Erkin Atakhanov

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SEAL

BUYER

PRINT NAME

WITNESS

SEAL

27. **ACCEPTANCE:** The Seller:

- hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above,
- agrees to pay a commission as per the Listing Contract, and
- authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after Completion.

Seller's acceptance is dated this 24 day of October yr. 2025.

The Seller declares their residency as defined under the *Income Tax Act*:

RESIDENT OF  
CANADA

DS  
PL

INITIALS

NON-RESIDENT  
OF CANADA

INITIALS

DocuSigned by:  
Paul Chambers SEAL

SELLER

Deloitte Restructuring Inc.

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

SEAL

SELLER

PRINT NAME

WITNESS

SEAL

PROPERTY ADDRESS

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

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

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

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

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

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

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

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BUYER'S INITIALS

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SELLER'S INITIALS

\*PREC represents Personal Real Estate Corporation

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BC2057 REV. NOV 2024

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**SCHEDULE "A"**  
**(Court Approved Sale)**

DATE: October 19, 2025

CONTRACT OF PURCHASE AND SALE re: lands at Strata Lot 4 Osprey Landing Drive, Wardner, V0B 2J0, British Columbia and legally described as Strata Lot 4, Plan EPS171, District Lot 2374, Kootenay Land District, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V, PID: 028-270-452 (the "Property")

The following terms replace, modify and where applicable override the terms of the Contract of Purchase and Sale, including any addenda and/or amendments thereto (collectively, the "Contract of Purchase and Sale"). Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply and govern. Notwithstanding any term or condition of the Contract of Purchase and Sale, the parties hereto agree as follows:

1. All references to Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean Deloitte Restructuring Inc. (the "Receiver"), in its capacity as Court appointed Receiver of the Property and all of the assets, undertakings and property of KS Property Management Inc. (the "Company"), including all proceeds, and not in its personal or corporate capacity, pursuant to an Order of the Supreme Court of British Columbia (the "Court") issued October 28, 2024.
2. The Receiver is not contractually or otherwise liable to any party in any way under the Contract of Purchase and Sale and shall not be under any obligation to advocate for the Court's acceptance of the Contract of Purchase and Sale. The only obligation of the Receiver will be to facilitate the completion of a sale once all conditions have been met and complied with, including Court approval, subject to the Receiver's discretion.
3. The Buyer accepts the Property "as is, where is" and agrees to save the Receiver and the Company harmless from all claims resulting from or relating to the Property, including without limitation any claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition 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 subdivision agreement and easements.
4. The Buyer acknowledges and agrees that the Receiver and the Company make no representations or warranties whatsoever with respect to the Property. The Buyer acknowledges and agrees that they have relied entirely upon their own inspection and investigation with respect to quantity, quality and value of the Property.
5. With respect to environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that they are responsible to investigate the environmental condition of the Property to their satisfaction and that they are responsible to satisfy themselves, and is relying on their own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the Buyer and the environmental condition of the Property is otherwise acceptable. Contaminants includes, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Property.
6. The Receiver and the Company are 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 their tenants, guests, assigns, agents or by persons unknown.
7. This Contract of Purchase and Sale is subject to approval by the Court, with the real estate commission in respect of this contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court. This condition is for the sole benefit of the Receiver.
8. This Contract will become public information prior to the Court approval date and competing purchasers 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. The Buyer acknowledges that the Receiver may be compelled to advocate that the court consider a further tender process be undertaken, including pursuant to the Court's Practice Direction PD-66 "Foreclosure Proceedings", or any other process deemed appropriate by the Receiver or the Court, or that other offers be accepted, in order to obtain the highest price for the Property. The Receiver gives no undertaking to advocate for the acceptance of this offer. To protect their interest in purchasing the Property, the Buyer acknowledges and agrees that they should attend at any future court hearing in person or by agent and be prepared there, or as may otherwise be directed by the court, to make such amended or increased offer to purchase the Property as the court may permit or direct. The Buyer further acknowledges and agrees that they will follow the "Bid Process" outlined in Practice Direction PD-66.

9. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval the Receiver determines it is inadvisable to present this Contract of Purchase and Sale to the Court for any reason whatsoever, and in any such event the Receiver shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.
10. The Buyer acknowledges and agrees that the Receiver will seek a Court order transferring title to the Property free and clear of all encumbrances concerning the Property in accordance with such order as may be made in the said proceedings except: subsisting conditions, provisos, restrictions, easements, 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 or as may be agreed to by the Buyer and the Receiver.
11. 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 Receiver 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 Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies.
12. No property condition disclosure statement concerning the Property forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.
13. The Purchase Price does not include Goods and Services Tax ("GST"), Provincial Sales Tax ("PST"), Harmonized Sales Tax, property transfer tax, or any other tax that may be applicable (collectively, "Taxes"). The Buyer will be liable for and shall pay all Taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Property by the Receiver to the Buyer. On the completion date for the sale, the Buyer will provide the Receiver 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 and an indemnity in that regard in a form acceptable to the Receiver, and, in any event, the Buyer shall pay any and all Taxes 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. The Buyer shall obtain its own legal, accounting and other professional advice as to GST and PST and any other Taxes.
14. The Buyer waives any right it may have with respect to confirmation and/or acknowledgement of the residency of the Company 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 Company 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 Company and/or registered or beneficial owner(s) of the Property and, to the extent necessary, has incorporated any associated risks into its purchase price.
15. The Receiver may, at its sole discretion, extend the Completion Date by up to 15 business days.
16. The Buyer acknowledges and agrees that the Receiver and the Company 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 Receiver's failure to deliver vacant possession to the Buyer on the Possession Date or thereafter.
17. 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 Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Receiver 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 Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand from the Receiver 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.

18. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque or bank draft and shall be delivered by prepaid courier to the solicitor acting for the Receiver.
19. This Schedule 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 Schedule 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 Schedule will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Authenticate  
Erkin Atakhanov 10/19/25  
Buyer

Buyer  
DocuSigned by:  
Paul Chambers  
Deloitte Restructuring Inc. in its capacity as Court  
appointed Receiver of the Property, and not in its  
personal or corporate capacity

# TITLE SEARCH PRINT

File Reference:

2025-05-13, 11:13:04

Requestor: Deda Pliska

**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b>	NELSON
Land Title Office	NELSON
<b>Title Number</b>	CA8682089
From Title Number	CA1640672
<b>Application Received</b>	2021-01-04
<b>Application Entered</b>	2021-01-12
<b>Registered Owner in Fee Simple</b>	
Registered Owner/Mailing Address:	KS PROPERTY MANAGEMENT INC., INC.NO. BC1281655 220 - 1101 DEWDNEY AVENUE TRAIL, BC V1R 4T1

EA

<b>Taxation Authority</b>	East Kootenay Assessment Area
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## Description of Land

Parcel Identifier:	028-270-452
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Legal Description:

STRATA LOT 4 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171  
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

## Legal Notations

TO THE COMMON PROPERTY IS ANNEXED EASEMENT CA1640781 OVER STRATA LOT  
 30 STRATA PLAN EPS171

HERETO IS ANNEXED EASEMENT LB290756 OVER THAT PART OF LOT 2,  
 PLAN 13247 EXCEPT PLAN 14657 AS SHOWN ON PLAN NEP88763

## Charges, Liens and Interests

Nature:	EASEMENT
Registration Number:	59232D
Registration Date and Time:	1961-12-01 11:01
Remarks:	INTER ALIA APPURTENANT TO LANDS AS THEREIN SET OUT

DS  
PC

# TITLE SEARCH PRINT

File Reference:

2025-05-13, 11:13:04

Requestor: Deda Pliska

Nature: RIGHT OF WAY  
 Registration Number: D3537  
 Registration Date and Time: 1970-04-22 16:05  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: RENT CHARGE  
 Registration Number: LB300161  
 Registration Date and Time: 2009-04-09 14:10  
 Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
 INCORPORATION NO. BC0808793  
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME  
 Registration Number: CA1640753  
 Registration Date and Time: 2010-07-02 10:47  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: CA1640760  
 Registration Date and Time: 2010-07-02 10:47  
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA  
 THE REGIONAL DISTRICT OF EAST KOOTENAY  
 Remarks: INTER ALIA

Nature: UNDERSURFACE RIGHTS  
 Registration Number: LB454311  
 Registration Date and Time: 2011-03-11 13:13  
 Remarks: INTER ALIA  
 PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN  
 FORFEITED AND VESTED IN THE CROWN

Nature: MORTGAGE  
 Registration Number: CA7263582  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

EA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7263583  
 Registration Date and Time: 2018-12-20 11:05  
 Registered Owner: KOOTENAY SAVINGS CREDIT UNION  
 INCORPORATION NO. FI36  
 Remarks: INTER ALIA

DS  
 PC

TITLE SEARCH PRINT

File Reference:

2025-05-13, 11:13:04

Requestor: Deda Pliska

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1586442
Registration Date and Time:	2024-09-10 10:58
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION
Remarks:	INTER ALIA

Duplicate Indefeasible Title      NONE OUTSTANDING

Transfers      NONE

Pending Applications      NONE

Corrections

LB308578 CHARGE OWNER NAME CORRECTED LB300161 2009-05-13 14:56:00







## COMMON PROPERTY SEARCH PRINT

File Reference:

2025-05-13, 11:13:04

Requestor: Deda Pliska

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA1640775  
Registration Date and Time: 2010-07-02 10:47  
Registered Owner: KOOCANUSA UTILITY COMPANY LTD.  
INCORPORATION NO. BC0808793

Nature: EASEMENT  
Registration Number: CA9523375  
Registration Date and Time: 2021-11-22 14:21  
Remarks: PART IN PLAN EPP116603; APPURTENANT TO STRATA LOT  
31 STRATA PLAN EPS171

### Corrections

LB395776A 2010-07-12 11:45:00 LEGAL NOTATION ADDED CA1640781

LB395776 2010-07-12 11:40:00 LEGAL NOTATION CORRECTED CA1640781



### Miscellaneous Notes:

NONE

PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT

File Reference:

2025-05-13, 11:13:04

Requestor: Deda Pliska

PARCEL IDENTIFIER (PID): 028-270-452

SHORT LEGAL DESCRIPTION: S/EPS171///4

MARG:

TAXATION AUTHORITY:

1 East Kootenay Assessment Area

FULL LEGAL DESCRIPTION: CURRENT

STRATA LOT 4 DISTRICT LOT 2374 KOOTENAY DISTRICT STRATA PLAN EPS171

TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 7



MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

BARLAND STRATA PLAN EPS171

EASEMENT PLAN EPP116603

AFB/IFB: MN: N PE: 0 SL: 1 TI: 1

10

# BARE LAND STRATA PLAN OF LOT A, PLAN EPP5509, DISTRICT LOT 2374, KOOTENAY DISTRICT

EAST KOOTENAY ASSESSMENT AUTHORITY  
BCOS 620.043

The intended plot size of this plan is 664m<sup>2</sup> in width by 560m in height (6 acre) when buffered at a scale of 1:2000.

## LEGEND

Boundaries are Astronomic and derived from Plan 127-2008.

All distances are in metres.

■ Standard Closed Plot found

▲ Standard Iron Plot found

○ Standard Iron Plot found

SL - Standard Strata lot

DL - Standard District lot

DL - Standard District lot

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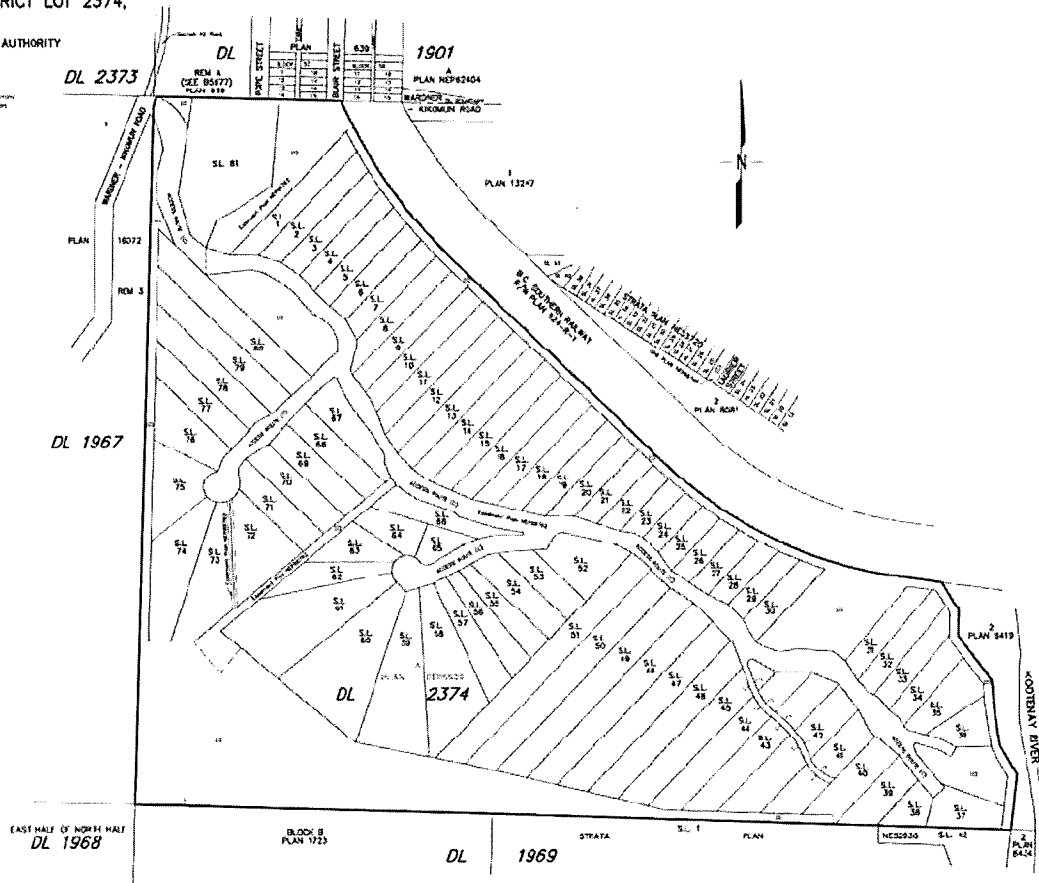
DL - Standard District lot

DL - Standard District lot

DL - Standard District lot

DL - Standard District lot

STRATA PLAN EPS171



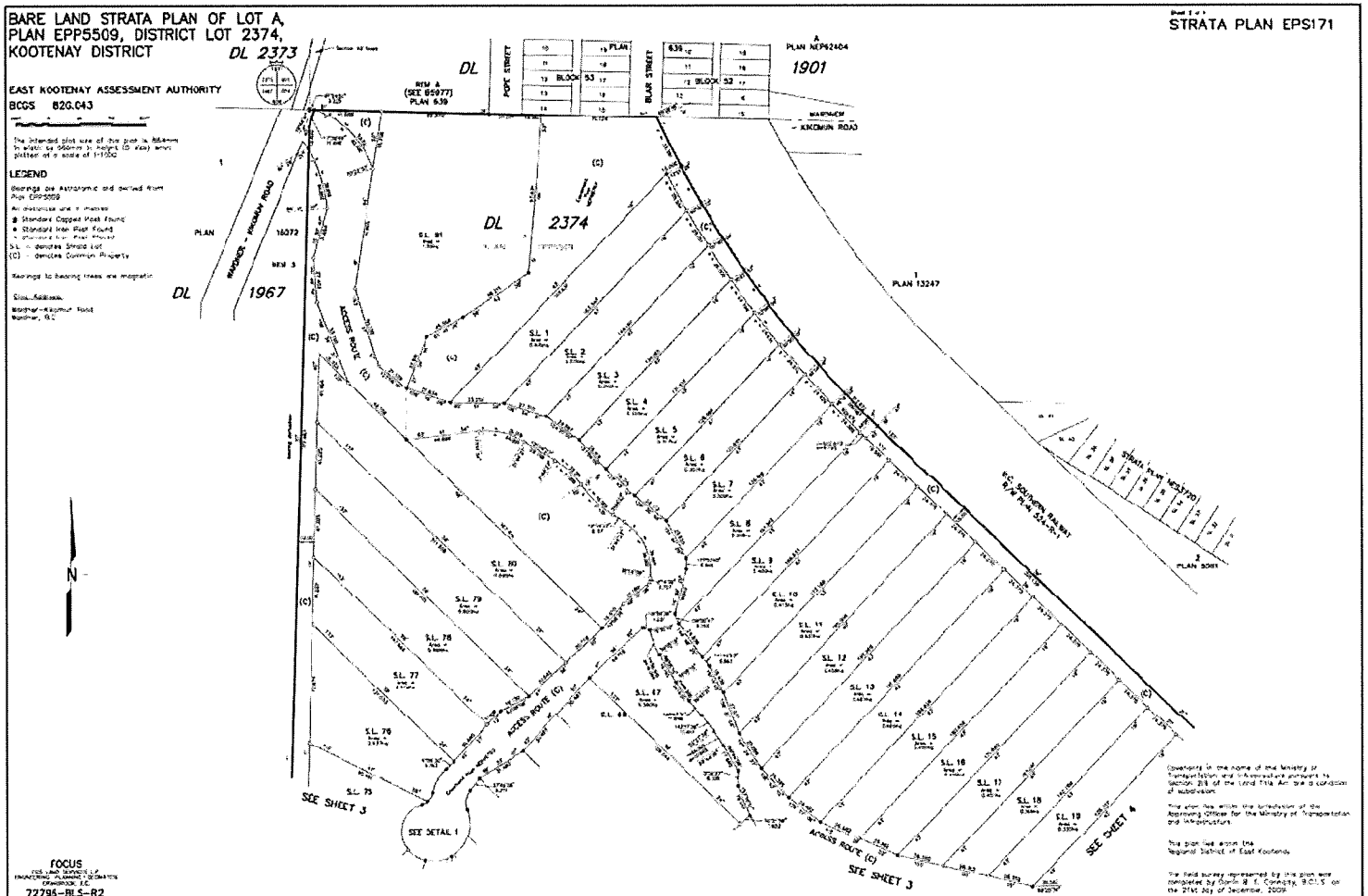
Consent is given by the Ministry of Transportation and Infrastructure pursuant to Section 213 of the Land Title Act as a condition of subdivision.

The plan has been submitted to the Registering Office for the Ministry of Transportation and Infrastructure.

The plan has been submitted to the Registering Office for the Ministry of Transportation and Infrastructure.

The field survey represented by this plan was completed by David B. C. Corbett, R.C.S., on the 21st day of December, 2009.

FOCUS  
CONSULTING  
72795-BLS-R2



# BARE LAND STRATA PLAN OF LOT A, PLAN EPP5509, DISTRICT LOT 2374, KOOTENAY DISTRICT

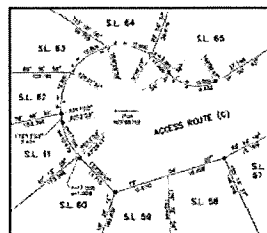
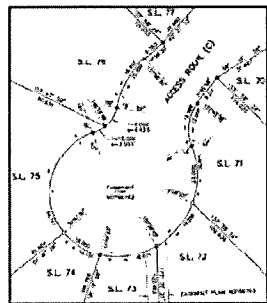
EAST KOOTENAY ASSESSMENT AUTHORITY  
BCGS 620.043

The alternate plot size of this plan is 30.0mm  
in width to 30.0mm in height (0.001) when  
printed at a scale of 1:1250

## LEGEND

Boundaries are Astronomic and derived from  
Plan 1715000  
All distances are in metres  
• Standard Cassini Point Found  
• Standard from First Found  
• Standard from First Found  
• Standard from First Found  
• Standard from First Found  
• Standard from First Found

Boundaries to bearing lines are magnetic  
Civic Address:  
Woods-Kootenay Road  
Kootenay, B.C.



FOCUS  
72795-BLS-R2

DL 1967  
PLAN 10072

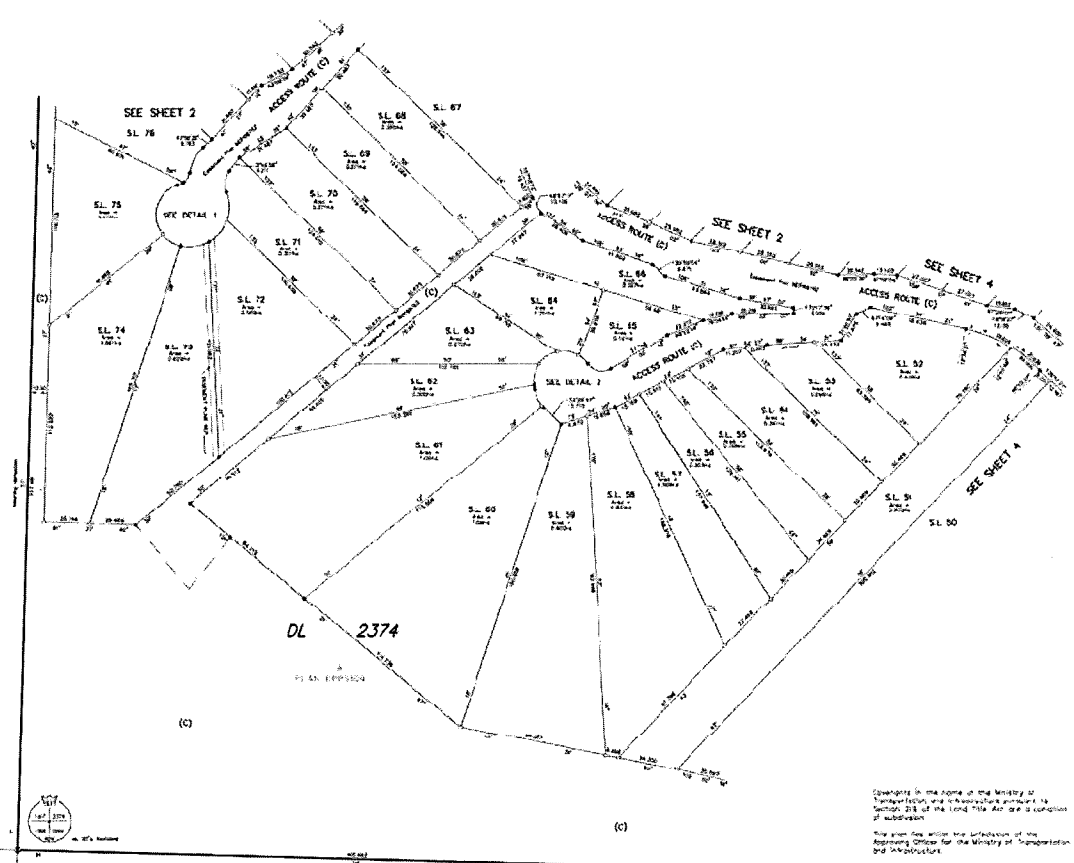
DL 1968

DL 2374

PLAN EPP5509

DL 1969

STRATA PLAN EPS171



Copyright in the name of the Ministry of  
Transportation and Infrastructure pursuant to  
Section 214 of the Land Title Act and a condition  
of subdivision

This plan has been approved by the  
Approving Officer for the Ministry of Transportation  
and Infrastructure

The plan has been approved by the  
Regional District of East Kootenay

The land hereby represented by this plan was  
submitted by David B. C. Connors, B.S.C. on  
the 21st day of December, 2020.

**BARE LAND STRATA PLAN OF LOT A,  
PLAN EPP5509, DISTRICT LOT 2374,  
KOOTENAY DISTRICT**

EAST KOOTENAY ASSESSMENT AUTHORITY

DC03 820.043

The intended plot size of this plan is 100mm  
in width by 500mm in height (10 x 50) when  
printed at a scale of 1:1000.

**LEGEND**

Bearings are Astronomical and derived from  
the 1983/84 datum.

All distances are in metres.

■ Standard Copper Post Found

● Standard Iron Post Found

△ Standard Iron Post Found

SL - Standard Stone Lot

(C) - Standard Copper Post Found

(I) - Standard Iron Post Found

(S) - Standard Stone Lot

(C) - Standard Copper Post Found

(I) - Standard Iron Post Found

(S) - Standard Stone Lot

(C) - Standard Copper Post Found

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(I) - Standard Iron Post Found

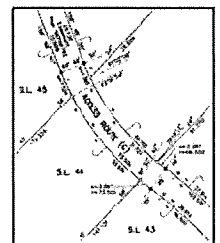
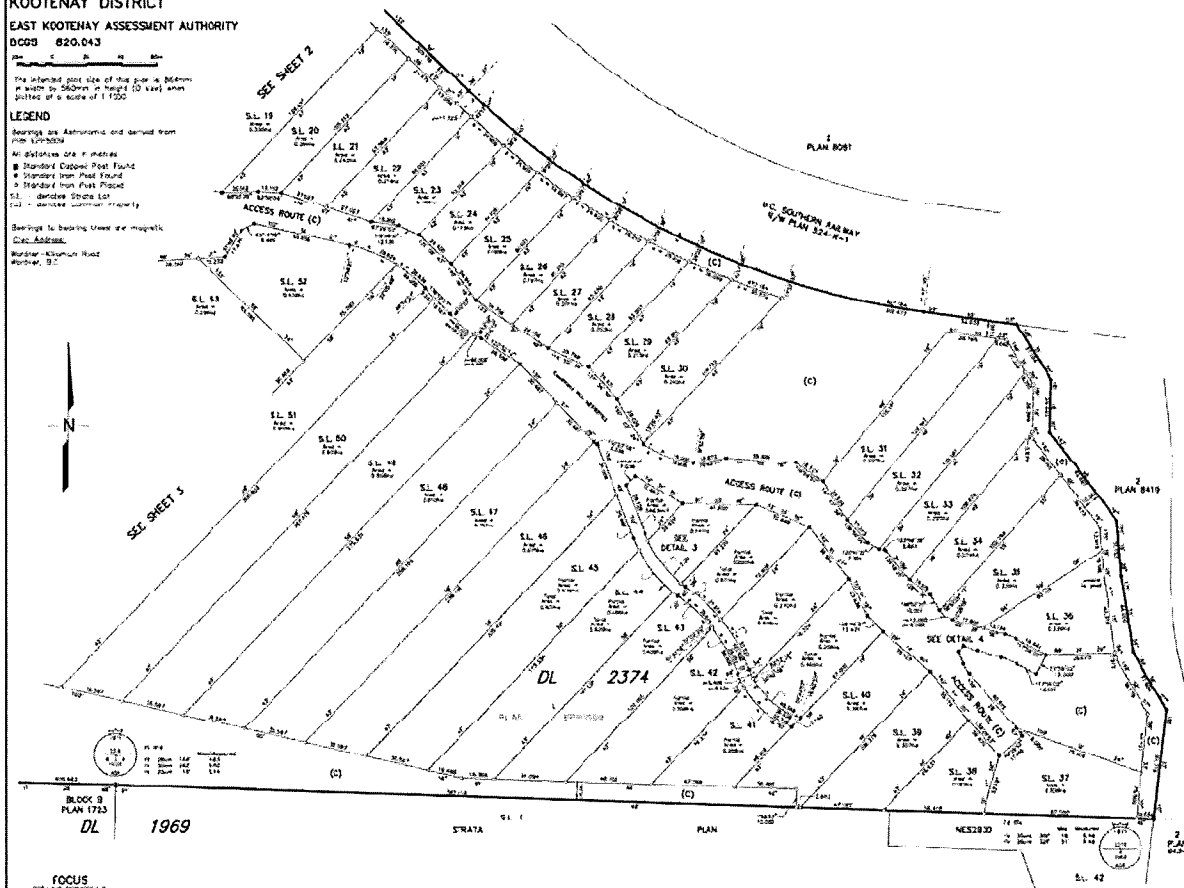
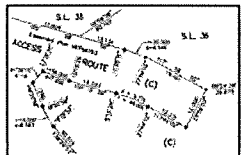
(S) - Standard Stone Lot

(C) - Standard Copper Post Found

(I) - Standard Iron Post Found

(S) - Standard Stone Lot

STRATA PLAN EPS171

DETAIL 3  
Scale 1:100DETAIL 4  
Scale 1:100

Counters in the name of the Ministry of  
Transportation and Infrastructure pursuant to  
Section 214 of the Land Title Act are a condition  
of subdivision.

The plan has been approved by the  
Regional Office for the Ministry of Transportation  
and Infrastructure.

This plan was filed in the  
Regional District of East Kootenay.

The first survey represented by this plan was  
completed by David B. C. Cochrane, B.Sc. on  
the 21st day of September, 2009.

**APPENDIX "D"**  
**PIDs for Osprey Lands**

1. PID: 028-270-428 Strata Lot 1 District Lot 2374 Kootenay District Strata Plan EPS171
2. PID: 028-270-452 Strata Lot 4 District Lot 2374 Kootenay District Strata Plan EPS171
3. PID: 028-270-461 Strata Lot 5 District Lot 2374 Kootenay District Strata Plan EPS171
4. PID: 028-270-860 Strata Lot 44 District Lot 2374 Kootenay District Strata Plan EPS171
5. PID: 028-270-878 Strata Lot 45 District Lot 2374 Kootenay District Strata Plan EPS171
6. PID: 028-270-886 Strata Lot 46 District Lot 2374 Kootenay District Strata Plan EPS171
7. PID: 028-270-894 Strata Lot 47 District Lot 2374 Kootenay District Strata Plan EPS171
8. PID: 028-270-908 Strata Lot 48 District Lot 2374 Kootenay District Strata Plan EPS171
9. PID: 028-270-975 Strata Lot 55 District Lot 2374 Kootenay District Strata Plan EPS171
10. PID: 028-270-983 Strata Lot 56 District Lot 2374 Kootenay District Strata Plan EPS171
11. PID: 028-270-991 Strata Lot 57 District Lot 2374 Kootenay District Strata Plan EPS171
12. PID: 028-271-009 Strata Lot 58 District Lot 2374 Kootenay District Strata Plan EPS171
13. PID: 028-271-017 Strata Lot 59 District Lot 2374 Kootenay District Strata Plan EPS171
14. PID: 028-271-025 Strata Lot 60 District Lot 2374 Kootenay District Strata Plan EPS171
15. PID: 028-271-033 Strata Lot 61 District Lot 2374 Kootenay District Strata Plan EPS171
16. PID: 028-271-041 Strata Lot 62 District Lot 2374 Kootenay District Strata Plan EPS171