

No. 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

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**APPROVAL AND VESTING ORDER**

BEFORE THE HONOURABLE

**TUCKER**  
[Redacted Signature]

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)  
)

27/11/2025

THE APPLICATION of Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of KS Property Management Inc. coming on for hearing at Vancouver, British Columbia, on the 27th day of November, 2025;

AND ON HEARING Peter J. Reardon, counsel for the Receiver, and those other counsel listed on Schedule “A” hereto, and no one appearing for any other parties, although duly served;

AND UPON READING the material filed, including the First Report of the Receiver dated November 7, 2025 (the “**Report**”);

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the “**Transaction**”) contemplated by the Contract of Purchase and Sale dated November 20, 2025 (the “**Sale Agreement**”) between the Receiver and Kyle Goddard (the “**Purchaser**”), a partially redacted copy of which is attached hereto as Schedule “B” is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the “**Purchased Assets**”).
  
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule “C” hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:
  - (i) any encumbrances or charges created by the Order of this Court made herein October 28, 2024; and
  - (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “D” hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
  
3. Upon presentation for registration in the Land Title Office for the Land Title District of Nelson of a certified copy of this Order, together with a letter from Nathanson Schachter & Thompson LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles (the “**BC Registrar**”) is hereby directed to:
  - (a) enter the Purchaser as the owner of the Lands, as identified in Schedule “E” hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to

the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all the registered Encumbrances except for those listed in Schedule "D".
4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
  5. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
  6. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in Schedule "F" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
  7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "D".
  8. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
  9. Notwithstanding:
    - (a) these proceedings;
    - (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
    - (c) any assignment in bankruptcy made by or in respect of the Debtor,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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



Signature of Peter J. Reardon

☐ Party ☒ Lawyer for the Deloitte Restructuring Inc.

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\_\_\_\_\_  
\_\_\_\_\_



BY THE COURT

\_\_\_\_\_  
REGISTRAR



**Schedule A – List of Counsel Appearing**

<b>Counsel/Party</b>	<b>Party(ies) Represented</b>
Peter J. Reardon Counsel for the Receiver	Deloitte Restructuring Inc.
<del>Catherine Ewasiuk</del> Counsel for the Petitioner	<del>Kootney Savings Credit Union</del>

SS.

## SCHEDULE "B"

# 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.

## SCHEDULE "B"

### 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: | Land Title Registration fees.           |
| - searching title,                  | Survey Certificate (if required).       |
| - drafting documents.               | Fire Insurance Premium.                 |
| Costs of Mortgage, including:       | Sales Tax (if applicable).              |
| - mortgage company's lawyer/notary, | Property Transfer Tax.                  |
| - appraisal (if applicable),        | Goods and Services Tax (if applicable). |
| Land Title Registration fees.       |   |

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.

## SCHEDULE "B"



BCREA

THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

PAGE 1 of 9 PAGES

## CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Blue Sky Realty DATE: November 20 2025  
 ADDRESS: 928 Baker Street, Cranbrook BC V1C1A5 PHONE: (250) 426-8700  
 PREPARED BY: Andrew Britner MLS® NO: 10347433

BUYER: Kyle Goddard SELLER: Deloitte Restructuring Inc  
 BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_  
 BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_  
 ADDRESS: Box 7 Site 1, RR 2 STN Main ADDRESS: \_\_\_\_\_  
Olds AB  
PC: T4H 1P3 \_\_\_\_\_ 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 VOB 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.

(KG) \_\_\_\_\_

BUYER'S INITIALS

\_\_\_\_\_

SELLER'S INITIALS

BC2057 REV. NOV 2024

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## SCHEDULE "B"

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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:

In the trust account at REMAX Blue Sky Realty on or before Tuesday 25th November 2025

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 REMAX Blue Sky 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:

The attached schedule A is incorporated in to and forms part of this contract.  
The attached addendum I is incorporated in to and forms part of this contract.

This is a condition free offer.

The Buyer is aware that the funds are required to complete 14 days after court approval.

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*.

(KG) [ ] [ ]

BUYER'S INITIALS

[ ] [ ] [ ]

SELLER'S INITIALS

## SCHEDULE "B"

1 OSPREY LANDING Drive Wardner BC V0B 2J0 PAGE 3 of 9 PAGES  
PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on 14 days after court approval, yr. \_\_\_\_\_  
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at 14 days after court approval o'clock \_\_\_\_m. on \_\_\_\_\_, yr. \_\_\_\_\_ (Possession Date) or, subject to the following existing tenancies, if any:
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 after 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:

**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 N/A, yr. \_\_\_\_\_
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

## SCHEDULE "B"

1 OSPREY LANDING Drive Wardner BC V0B 2J0 PAGE 4 of 9 PAGES  
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

## SCHEDULE "B"

1

OSPREY LANDING Drive

Wardner

BC V0B 2J0 PAGE 5 of 9 PAGES

## 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

(KG)		
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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 Andrew Brilner

DESIGNATED AGENT(S)

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

(KG)		
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BUYER'S INITIALS

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SELLER'S INITIALS

## SCHEDULE "B"

1 OSPREY LANDING Drive Wardner BC V0B 2J0 PAGE 6 of 9 PAGES  
PROPERTY ADDRESS

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

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

--	--	--

INITIALS

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

(KG)		
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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

(KG)		
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BUYER'S INITIALS

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SELLER'S INITIALS

## SCHEDULE "B"

1

OSPREY LANDING Drive

Wardner

BC V0B 2J0 PAGE 7 of 9 PAGES

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.

(KG)		
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BUYER'S INITIALS

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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**

(KG)		
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BUYER'S INITIALS

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SELLER'S INITIALS

## SCHEDULE "B"

1 OSPREY LANDING Drive Wardner BC V0B 2J0 PAGE 8 of 9 PAGES  
PROPERTY ADDRESS

26. **OFFER:** This offer, or counter-offer, will be open for acceptance until Subject to court approval o'clock \_\_\_\_\_ m. on \_\_\_\_\_ day of \_\_\_\_\_ yr. \_\_\_\_\_ (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 KG                       INITIALS                                  NO INITIALS

Kyle Goddard

SEAL

BUYER

BUYER

BUYER

Kyle Goddard

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

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 \_\_\_\_\_ day of \_\_\_\_\_ yr. \_\_\_\_\_.

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

RESIDENT OF  
CANADA

                                  
INITIALS

                                  
INITIALS

NON-RESIDENT  
OF CANADA

SELLER

SELLER

SELLER

Deloitte Restructuring Inc

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

## SCHEDULE "B"

1 OSPREY LANDING Drive Wardner BC V0B 2J0 PAGE 9 of 9 PAGES  
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.

KG

BUYER'S INITIALS

SELLER'S INITIALS

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BC2057 REV. NOV 2024

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## SCHEDULE "B"

Authenticity ID: 79DEC66B-7DC6-F011-8195-00003A1E5303


**INTERIOR  
REALTORS®**
**CONTRACT OF PURCHASE AND SALE  
ADDENDUM I**

 MLS®  
Number 10347433
Date November/20/2025Page 1 of 2 PagesRE: ADDRESS 1 OSPREY LANDING Drive Wardner BC V0B 2J0FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November/20/2025MADE BETWEEN Kyle Goddard AS BUYER(S), AND  
Deloitte Restructuring Inc AS SELLER(S) AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

**1. PROVINCIAL PROPERTY TRANSFER TAX (Buyer)**

The Buyer(s) is/are aware that Provincial Property Transfer Tax of 1% on the first \$200,000 and 2% on the balance, calculated on the fair market value of the subject property, is payable by the Buyer(s) unless the Buyer(s) qualifies/qualify for an exemption.

**2. APPLIANCE WARRANTY (Buyer)**

The Buyer(s) acknowledges/acknowledge that the appliances being purchased may be used and in such case the Seller(s) does/do not warrant the condition or the fitness of such used appliances.

**3. DEPOSITS (Buyer & Seller)**The Buyer(s)'s deposit cannot be released until it has cleared banks and the provisions of the *Real Estate Services Act* have been complied with.**4. SURVEY CERTIFICATE (Seller)**

The Seller(s) agrees/agree to provide to the Buyer(s), at no cost, a surveyor's certificate of the Property if one is available.

**5. FIREPLACES, FIREPLACE INSERTS AND WOOD STOVES (Buyer)**

The Buyer(s) agrees/agree that he/she/they must satisfy himself/herself/themselves with the compliance of any fireplace, fireplace insert or wood stove installed in the Property with applicable municipal or regional bylaws and fire insurance requirements.

**6. PROPERTY INSPECTIONS (Buyer & Seller)**

Inspections may include, but are not limited to, the following:

- (a) An inspection of the building and outbuildings;
- (b) An inspection to confirm that the fireplace, wood stove and chimney installation are compliant with municipal bylaws;
- (c) An inspection to confirm the Property boundaries;
- (d) An inspection to verify the proper operation of the septic system; and
- (e) An inspection to confirm the quality and quantity of the well water.

**7. FUEL (Buyer)**

The Buyer(s) shall satisfy himself/herself/themselves regarding any fuel relating to this transaction (i.e. gas in tank, wood, pellets, etc.).

**8. UNAUTHORIZED ACCOMMODATION (Buyer)**The Buyer(s) is/are aware that the Property contains ☐ OR does not contain ☒ unauthorized accommodation and has/have been

informed of the consequences of such ownership and the potential loss of income should the rental of any unauthorized accommodation be discontinued.

**9. MORTGAGE REFERRAL FEE (Buyer & Seller)**The Buyer(s)'s brokerage involved in this sale is receiving compensation ☐ OR is not receiving compensation ☒ from a lender who provides financing to the Buyer(s).**10. GST (Buyer & Seller)**

The Buyer(s) and the Seller(s) agree that they must satisfy themselves concerning the application of GST to this transaction.

**11. PROPERTY DISCLOSURE (Buyer & Seller)**The attached Property Disclosure Statement dated Not Applicable yr \_\_\_\_\_ is incorporated into, and forms a part of this Contract.**12. DWELLING SIZE AND ROOM MEASUREMENTS (Buyer)**The Buyer(s) is/are satisfied with the area of the dwelling as viewed by the Buyer(s) on Not Applicable yr \_\_\_\_\_, and acknowledges that the dimensions of the dwelling and any room measurements, as advertised or provided, are approximate only.**13. TITLE TO PROPERTY (Buyer)**

The Buyer(s) acknowledges/acknowledge that it is the Buyer(s)'s responsibility to satisfy himself/herself/themselves with respect to the legal effect of the charges which will remain on the title to the Property after the Completion Date.

 Authorized  
**Kyle Goddard**

Witness

Buyer

 Kyle Goddard  
 Print Name

Witness

Buyer

Print Name

Witness

Seller

 Deloitte Restructuring Inc  
 Print Name

Witness

Seller

Print Name

18  
SCHEDULE "B"

Authenticity ID: 79DECE6B-7DC6-FC11-B195-000D3A1E6303



BRITISH COLUMBIA  
REAL ESTATE  
ASSOCIATION



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: 10347433

DATE:

November/20/2025

PAGE \_\_\_\_ of 2 PAGES

RE: ADDRESS ..... 1 OSPREY LANDING Drive ..... Wardner ..... BC V0B 2J0 .....

LEGAL DESCRIPTION:

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 .....

OTHER PID(S) .....

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED ..... November/20/2025 .....

MADE BETWEEN ..... Kyle Goddard ..... AS BUYER, AND  
..... Deloitte Restructuring Inc ..... AS SELLER AND COVERING

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

*(Large X mark indicating the main body of the contract is crossed out)*

X  
WITNESS  
X  
WITNESS  
X  
WITNESS  
X  
WITNESS

*A. themls.ca*  
*Kyle Goddard*  
\_\_\_\_\_  
BUYER  
\_\_\_\_\_  
BUYER  
\_\_\_\_\_  
SELLER  
\_\_\_\_\_  
SELLER

SEAL Kyle Goddard  
\_\_\_\_\_  
PRINT NAME  
SEAL  
\_\_\_\_\_  
PRINT NAME  
SEAL Deloitte Restructuring Inc  
\_\_\_\_\_  
PRINT NAME  
SEAL  
\_\_\_\_\_  
PRINT NAME

\*PREC represents Personal Real Estate Corporation

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BC2005 REV MAR/12

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CREA WEBForms® Oct/2017

19  
SCHEDULE "B"


**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

20  
SCHEDULE "B"

(KG)

**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.  
Remarks: INCORPORATION NO. BC0808793  
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  
Remarks: THE REGIONAL DISTRICT OF EAST KOOTENAY  
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  
Remarks: INCORPORATION NO. FI36  
INTER ALIA

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

21  
SCHEDULE "B"

**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

22  
SCHEDULE "B"

KG

**COMMON PROPERTY SEARCH PRINT**

File Reference:

2025-05-13, 11:12:33

Requestor: Deda Pliska

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

**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

**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

23  
SCHEDULE "B"

**COMMON PROPERTY SEARCH PRINT**

KG

2025-05-13, 11:12:33  
Requestor: Deda Pliska

File Reference:

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

## SCHEDULE "B"

## PARCEL INFORMATION &amp; MISCELLANEOUS NOTES PRINT

2025-05-13, 11:12:34

File Reference:

Requestor: Deda Pliska

PARCEL IDENTIFIER (PID): 028-270-428

KG

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

MARG:

TAXATION AUTHORITY:

1 East Kootenay Assessment Area

FULL LEGAL DESCRIPTION: CURRENT

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

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

BARELAND STRATA PLAN EPS171

EASEMENT PLAN EPP116603

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



25  
SCHEDULE "B"

SCHEDULE "A"  
(Court Approved Sale)

DATE: 11/20/25

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

## SCHEDULE "B"

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

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SCHEDULE "B"

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

Kyle Goddard

Buyer

Buyer

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

**Schedule C – Receiver’s Certificate**

No. 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

RESPONDENTS

**RECEIVER'S CERTIFICATE**

- A. Pursuant to an Order of the Court made November \_\_, 2025, (the “**Approval and Vesting Order**”), the Court approved the Contract of Purchase and Sale dated May 15, 2025 (the “**Agreement**”) between the Receiver and Michael Thomas Jourdin and Anne Marie Jourdin, as joint tenants (the “**Purchaser**”) providing for the sale and other transactions and for the conveyance to the Purchaser of Assets purchased by it in the Agreement (the “**Purchased Assets**”) free and clear of and from all Claims which vesting is to be effective with respect to the Purchased Assets upon delivery by the Receiver to the Purchaser of a certificate confirming the payment by the Purchaser to the Receiver of the Purchase Price in accordance with the Agreement.
- B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price pursuant to the Agreement.
2. The Agreement has been performed to the satisfaction of the Receiver.

3. This Certificate was delivered by the Receiver to the Purchaser on [date], 2025.

**DELOITTE RESTRUCTURING  
INC., in its capacity as Receiver of  
KS Property Management Inc., and  
not in its personal capacity**

Per: \_\_\_\_\_  
Name: Paul Chambers  
Title: Senior Vice President

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to Real Property**

**For Strata Lot 1**

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.
  
2. EASEMENT  
59232D  
1961-12-01 11:01  
INTER ALIA  
APPURTENANT TO LANDS AS THEREIN SET OUT  
  
RIGHT OF WAY  
D3537  
1970-04-22 16:05  
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY INTER ALIA  
  
RENT CHARGE  
LB300161  
2009-04-09 14:10  
KOOCANUSA UTILITY COMPANY LTD.  
INCORPORATION NO. BC0808793  
INTER ALIA  
  
STATUTORY BUILDING SCHEME  
CA1640753  
2010-07-02 10:47  
INTER ALIA  
  
COVENANT  
CA1640760  
2010-07-02 10:47  
THE CROWN IN RIGHT OF BRITISH COLUMBIA  
THE REGIONAL DISTRICT OF EAST KOOTENAY  
INTER ALIA  
  
UNDERSURFACE RIGHTS  
LB454311  
2011-03-11 13:13  
INTER ALIA  
PURSUANT TO MINERAL LAND TAX ACT - MINERALS HEREIN FORFEITED  
AND VESTED IN THE CROWN

**Schedule E - Purchased Assets**

PID: 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



**Schedule F – Claims to be deleted/expunged from title to Real Property**

MORTGAGE

CA7263582

2018-12-20 11:05

KOOTENAY SAVINGS CREDIT UNION

INCORPORATION NO. FI36

INTER ALIA

ASSIGNMENT OF RENTS

CA7263583

2018-12-20 11:05

KOOTENAY SAVINGS CREDIT UNION

INCORPORATION NO. FI36

INTER ALIA

CERTIFICATE OF PENDING LITIGATION CB1586442

2024-09-10 10:58

KOOTENAY SAVINGS CREDIT UNION INTER ALIA

No. 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

RESPONDENTS

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**ORDER MADE AFTER APPLICATION**

**APPROVAL AND VESTING ORDER**

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Peter J. Reardon  
**Nathanson, Schachter & Thompson LLP**  
750 – 900 Howe Street  
Vancouver, BC V6Z 2M4  
Telephone: (604) 662-8840  
Email: preardon@nst.ca