



NO. FOS-S-S-24867  
FORT ST. JOHN REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

THE BANK OF NOVA SCOTIA

PETITIONER

AND:

GRABHERS LAST STAND BISON RANCH LTD.,  
DWAYNE GRABHER  
CHELSEA GRABHER also known as CHELSEA FOILLARD  
JODY GRABHER  
DAVID CRAMER  
1050311 BC LTD  
NORTHERN TRUSS LTD.  
PEACE RIVER COUNTRY ELECTRIC LTD.  
PEACE RIVER BUILDING PRODUCTS LTD.

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

BEFORE THE HONOURABLE )  
MR. JUSTICE MACINTOSH ) MONTDAY, THE 10<sup>TH</sup> DAY OF  
AUGUST, 2020

THE APPLICATION of Deloitte Restructuring Inc. in its capacity as Court-appointed Receiver (the “**Receiver**”) of the assets and undertakings of Grabhers Last Stand Bison Ranch Ltd., and the assets of Dwayne Grabher and Chelsea Grabher (collectively, the “**Debtors**”) with such assets as enumerated in the Order under which it was appointed, coming on for hearing at Prince George, British Columbia, on the 10th day of August 2020; AND ON HEARING Kimberley Robertson, counsel for the Receiver, and those other counsel listed on **Schedule “A”** hereto, and no one appearing for the remaining parties although duly served; AND UPON READING the material filed, including the Report of the Receiver dated July 28, 2020 (the “**Report**”);

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of this Notice of Application and supporting materials is hereby abridged so that the application is properly returnable today, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.
2. The sale transaction (the “**Transaction**”) contemplated by the Purchase Agreement dated July 3, 2020 (the “**Sale Agreement**”) between the Receiver and Mr. and Mrs. Newton (collectively, the “**Purchasers**”), a copy of which is attached as Appendix “D” to the Report 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 Purchasers of the assets described in the Sale Agreement (the “**Purchased Assets**”).
3. Upon delivery by the Receiver to the Purchasers of a certificate substantially in the form attached as **Schedule “B”** 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 and listed on **Schedule “C”** hereto shall vest absolutely in the Purchasers in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**” including, without limiting the generality of the foregoing:
  - (i) any encumbrances or charges created by the Order of this Court dated February 3, 2020
  - (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and
  - (iii) those Claims listed on **Schedule “D”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule “E”** hereto),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.
4. Any personal property remaining on the Lands may be disposed of, without liability to the Purchasers, the Receiver, or any person authorized to act on behalf of the Purchasers or the Receiver, if arrangements satisfactory to the Purchaser are not made for the removal of such personal property from the Lands by September 7, 2020.
5. Upon presentation for registration in the Land Title Office for the Land Title District of Prince George of a certified copy of this Order, together with a letter from Lawson

Lundell LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:

- (a) enter the Purchasers as the owners of the Lands, as identified in **Schedule “B”** 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 Purchasers 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 Purchasers as aforesaid; and
  - (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances as set out in **Schedule “D”**, except for those listed in **Schedule “E”**.
6. 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.
7. The Receiver is to file with the Court a copy of the Receiver’s Certificate forthwith after delivery thereof.
8. 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 Purchasers at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule “E”.
9. The Receiver, with the consent of the Purchasers, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court provided that the Closing Date occurs within 30 days of the date of this Order.
10. 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 Purchasers 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.

11. 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.
12. 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.
13. Approval as to the form of this Order by any party other than counsel to the Receiver is 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:



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Kimberley Robertson  
Counsel for Deloitte Restructuring Inc.

BY THE COURT

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REGISTRAR

**Schedule A – List of Appearing Parties**

<p>Counsel for the Receiver, Deloitte Restructuring Inc. <b>Applicant</b></p>	<p><b>Kimberley Robertson Lawson Lundell LLP</b> Suite 1600 Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2  Telephone: (604) 685-3456 Fax: (604) 669-1620 E-mail: <a href="mailto:krobertson@lawsonlundell.com">krobertson@lawsonlundell.com</a></p>
<p>Counsel for the Bank of Nova Scotia <b>Respondent</b></p>	<p><b>William E.J. Skelly MLT Aikins LLP</b> Suite 2600 1066 West Hastings Street Vancouver, BC V6E 3X1  Telephone: (604) 682-7737 Fax: (604) 682-7131 E-mail: <a href="mailto:wskelly@mltaikins.com">wskelly@mltaikins.com</a></p>
<p>Counsel for the Farm Credit Canada <b>Respondent</b></p>	<p><b>David Archibold Sharek Logan &amp; van Leenen LLP</b> #2100 Scotia Place 10060 Jasper Avenue NW Edmonton, AB, T5J 3R8  Telephone: (780) 413-3179 Fax: (780) 413-3152 E-mail: <a href="mailto:darchibold@sharekco.com">darchibold@sharekco.com</a></p>
<p>Chelsea Fouillard, on her own behalf <b>Respondent</b></p>	<p><b>Chelsea Fouillard</b>  E-mail: <a href="mailto:chelseafouillard85@gmail.com">chelseafouillard85@gmail.com</a> &amp; <a href="mailto:chelseadfouillard@hotmail.com">chelseadfouillard@hotmail.com</a></p>

**Schedule B – Form of Receiver’s Certificate**

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AND:

GRABHERS LAST STAND BISON RANCH LTD., DWAYNE  
GRABHER AND CHELSEA GRABHER also known as  
CHELSEA FOILLARD

RESPONDENTS

**RECEIVER’S CERTIFICATE**

- A. Pursuant to an Order of the Honourable Mr. Justice Branch made on February 3, 2020 in the Supreme Court of British Columbia, Deloitte Restructuring Inc. was appointed as the receiver and manager (the “**Receiver**”) of the assets and undertakings of Grabhers Last Stand Bison Ranch Ltd., and the assets of Dwayne Grabher and Chelsea Grabher (collectively, the “**Debtors**”), as enumerated therein.
- B. Pursuant to an Order of the Court dated , the Court approved the agreement of purchase and sale made as of July 3, 2020 (the “**Sale Agreement**”) between the Receiver and Mr. and Mrs. Newton (the “**Purchasers**”) and provided for the vesting in the Purchasers of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at Vancouver, British Columbia on \_\_\_\_\_, 2020.

**Deloitte Restructuring Inc., in its capacity as  
Receiver of the assets and undertakings of  
Grabbers Last Stand Bison Ranch Ltd., and the  
assets of Dwayne Grabher and Chelsea Grabher,  
and not in its personal capacity.**

**Per;** \_\_\_\_\_

**Name:**

**Title:**

### Schedule C – Purchased Assets

“**Lands**” means those lands and premises in the City of Seymour Arm, in the Province of British Columbia legally described as:

PID: 014-507-757  
THE SOUTH EAST 1/4 OF SECTION 3 TOWNSHIP 82 RANGE 17 WEST OF THE  
6TH MERIDIAN PEACE RIVER DISTRICT, EXCEPT PLAN 28204 AND EPP78064

PID: 024-384-267  
BLOCK A OF WEST 1/2 SECTION 2 TOWNSHIP 82 RANGE 17 WEST OF THE 6<sup>TH</sup>  
MERIDIAN PEACE RIVER DISTRICT

PID: 024-384-275  
BLOCK B OF WEST 1/2 SECTION 2 TOWNSHIP 82 RANGE 17 WEST OF THE 6<sup>TH</sup>  
MERIDIAN PEACE RIVER DISTRICT

PID: 013-114-034  
THE NORTH EAST 1/4 OF SECTION 3 TOWNSHIP 82 RANGE 17 WEST OF THE  
6<sup>TH</sup> MERIDIAN PEACE RIVER DISTRICT

PID: 005-240-280  
NORTH EAST 1/4 OF SECTION 34 TOWNSHIP 81 RANGE 17 WEST OF THE 6TH  
MERIDIAN PEACE RIVER DISTRICT EXCEPT PLAN 31892

PID: 014-479-966  
PARCEL A (P35144) OF SECTION 10 TOWNSHIP 82 RANGE 17 WEST OF THE  
6TH MERIDIAN PEACE RIVER DISTRICT

PID: 014-485-788  
THE NORTH WEST 1/4 OF SECTION 3 TOWNSHIP 82 RANGE 17 WEST OF THE  
6<sup>TH</sup> MERIDIAN PEACE RIVER DISTRICT, EXCEPT THE WEST 4.883 METRES

PID: 014-485-800  
THE SOUTH EAST 1/4 OF SECTION 9 TOWNSHIP 82 RANGE 17 WEST OF THE  
6<sup>TH</sup> MERIDIAN PEACE RIVER DISTRICT EXCEPT THE MOST SOUTHERLY 25  
METRES

PID: 014-485-796  
THE NORTH EAST 1/4 OF SECTION 4 TOWNSHIP 82 RANGE 17 WEST OF THE  
6<sup>TH</sup> MERIDIAN PEACE RIVER DISTRICT

(the “**Lands**”).

“**Purchased Assets**” means:

1. the Debtor’s undivided interest in and to the Lands (the “**Property**”) and to any buildings or improvements located on the, together with all rights, easements and

other real property rights appurtenant to the Property (as shown on title no. BB1531932)

2. the Debtor's interest in and to the Property; and
3. the Personal Property on the Property if any.

**Schedule D – Claims to be deleted/expunged from title to the Lands**

As against PID: 024-384-267

<b>Nature of Charge</b>	<b>Registration No.</b>
Mortgage The Bank of Nova Scotia	CA6193582
Certificate of Pending Litigation Dwayne Gordon Grabher	CA6941542
Certificate of Pending Litigation Chelsea Dawn Fouillard	CA7019012

As to PID: 024-384-275

<b>Nature of Charge</b>	<b>Registration No.</b>
Mortgage The Bank of Nova Scotia	CA6193582
Certificate of Pending Litigation Dwayne Gordon Grabher	CA6941542
Certificate of Pending Litigation Chelsea Dawn Fouillard	CA7019012

As to PID: 013-114-034

<b>Nature of Charge</b>	<b>Registration No.</b>
Mortgage The Bank of Nova Scotia	CA6193582
Certificate of Pending Litigation Dwayne Gordon Grabher	CA6941542
Certificate of Pending Litigation Chelsea Dawn Fouillard	CA7019012

As to PID: 005-240-280

<b>Nature of Charge</b>	<b>Registration No.</b>
Mortgage The Bank of Nova Scotia	CA6193582
Certificate of Pending Litigation Dwayne Gordon Grabher	CA6941542
Certificate of Pending Litigation Chelsea Dawn Fouillard	CA7019012

As to PID: 014-507-757

<b>Nature of Charge</b>	<b>Registration No.</b>
Mortgage The Bank of Nova Scotia	CA6193581
Certificate of Pending Litigation Chelsea Dawn Fouillard	CA7019012
Claim of Builders Lien David Cramer	CA7322660
Claim of Builders Lien 1050311 B.C. Ltd.	CA7583242
Claim of Builders Lien Northern Truss Ltd.	WX2118360
Claim of Builders Lien Peace River Building Products Ltd.	CA7635482
Claim of Builders Lien Peace Country Electric Ltd.	CA7996902

As to PID: 014-479-966:

<b>Nature of Charge</b>	<b>Registration No.</b>
Mortgage The Bank of Nova Scotia	CA6203095
Certificate of Pending Litigation Chelsea Dawn Fouillard	CA7019014
Claim of Builders Lien David Cramer	CA7322660

As to PID: 014-485-788:

<b>Nature of Charge</b>	<b>Registration No.</b>
Mortgage The Bank of Nova Scotia	CA6203095
Certificate of Pending Litigation Chelsea Dawn Fouillard	CA7019014
Claim of Builders Lien David Cramer	CA7322660

As to PID: 014-485-800:

<b>Nature of Charge</b>	<b>Registration No.</b>
Mortgage The Bank of Nova Scotia	CA6203095
Certificate of Pending Litigation Chelsea Dawn Fouillard	CA7019014
Claim of Builders Lien David Cramer	CA7322660

As to PID: 014-485-796:

<b>Nature of Charge</b>	<b>Registration No.</b>
Mortgage The Bank of Nova Scotia	CA6203095
Certificate of Pending Litigation Chelsea Dawn Fouillard	CA7019014
Claim of Builders Lien David Cramer	CA7322660

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

The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown and:

As against PID: 024-384-267

<b>Nature of Charge</b>	<b>Registration No.</b>
Undersurface and Other EXC & Res	PN4919
Covenant	PN4921

As to PID: 024-384-275

<b>Nature of Charge</b>	<b>Registration No.</b>
Undersurface and Other EXC & Res	PN4919
Covenant	PN4921

As to PID: 013-114-034

<b>Nature of Charge</b>	<b>Registration No.</b>
Legal Notation, Agricultural Land Reserve Plan	21608

As to PID: 005-240-280

<b>Nature of Charge</b>	<b>Registration No.</b>
Legal Notation, Agricultural Land Reserve Plan	21608
Covenant	X34094
Covenant	PN4921
Statutory Right of Way	CA4249817

As to PID: 014-507-757

<b>Nature of Charge</b>	<b>Registration No.</b>
Legal Notation, Agricultural Land Reserve Plan	21608
Right of Way	B16704

As to PID: 014-479-966:

<b>Nature of Charge</b>	<b>Registration No.</b>
Legal Notation, Agricultural Land Reserve Plan	21608

As to PID: 014-485-788:

<b>Nature of Charge</b>	<b>Registration No.</b>
Legal Notation, Agricultural Land Reserve Plan	21608
Statutory Right of Way	CA4249819

As to PID: 014-485-800:

<b>Nature of Charge</b>	<b>Registration No.</b>
Legal Notation, Agricultural Land Reserve Plan	21608
Statutory Right of Way	PN11707
Statutory Right of Way	PN21800
Statutory Right of Way	BB311657
Statutory Right of Way	BB1501034
Statutory Right of Way	CA3387384
Statutory Right of Way	CA4730193

As to PID: 014-485-796:

<b>Nature of Charge</b>	<b>Registration No.</b>
Legal Notation, Agricultural Land Reserve Plan	21608
Statutory Right of Way	PN11707
Statutory Right of Way	PN21800
Statutory Right of Way	BB311657
Statutory Right of Way	BB1501034
Statutory Right of Way	CA3387384
Statutory Right of Way	CA4249819
Statutory Right of Way	CA4730192

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FORT ST. JOHN REGISTRY

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PETITIONER

AND:

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DWAYNE GRABHER AND CHELSEA GRABHER also  
known as CHELSEA FOILLARD

RESPONDENTS

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**APPROVAL AND VESTING ORDER**

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Barristers & Solicitors  
1600 Cathedral Place  
925 West Georgia Street  
Vancouver, British Columbia  
V6C 3L2  
Phone: (604) 631-9145  
Attention: Kimberley A. Robertson