VANCOUVER
NOV 10 2026
REGISTRY

FORM 32 (RULE 8-1(4))

NO. VLC-S-S-262560
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

VIBRANT VINE WINERY INC.
WYN LEWIS
MARION LEWIS
VAULT CREDIT CORPORATION

RESPONDENTS

NOTICE OF APPLICATION

Name of applicant: the Receiver, Deloitte Restructuring Inc.

To: the respondents

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at the Law Courts, 800 Smithe Street, Vancouver, British Columbia on a date to be set by Notice of Hearing of Application for the order set out in Part 1 below.

The applicant estimates that the application will take 15 minutes. The applicant proposes that the matter will be heard on 23/NOV/2026.

This matter is not within the jurisdiction of an associate judge.

Part 1: ORDER SOUGHT

1. An approval and vesting order ("**AVO**") substantially in the form attached as **Schedule "A"** or in such other form as the Receiver may seek and the court may order approving the purchase and sale agreement for the Purchased Assets (as defined therein), dated for reference October 22, 2026 (the "**Sale Agreement**"), between the Receiver, as vendor, and George Boychuk and Donna Gallivan, as purchasers (together, the "**Purchasers**"), in

the form attached to the Receiver's First Report to the Court dated October 30, 2026 (the "**First Report**") and the transaction contemplated therein (the "**Transaction**").

2. An order substantially in the form attached as **Schedule "B"** or in such other form as the Receiver may seek and the court may order approving the Receiver's activities as set out in the First Report.

Part 2: FACTUAL BASIS

Background

1. Vibrant Vine Winery Inc. ("**Vibrant Vine**" or the "**Company**") operated a winery and hospitality business located on the Lands (as defined in the petition herein). The business operations included the production and sale of wine, operation of an on-site tasting room and retail wine shop, and the provision of hospitality services, including wine tastings, tours, private events, weddings, concerts, and other functions. In addition to on-site sales, Vibrant Vine sold wine online, through a wine club, and via wholesale distribution channels. Upon the appointment of the Receiver, Vibrant Vine ceased operations.

2. Mr. Wyn Lewis is the sole director and officer of the Company and was responsible for overseeing its operations. Mr. Lewis' wife, Ms. Marion Lewis, assisted with the operations (Mr. and Ms. Lewis collectively with Vibrant Vine, the "**Debtors**").

3. Vibrant Vine operated on the Lands, which are owned separately by Mr. and Ms. Lewis. The Lands comprise approximately 11.3 acres and include an 8,083 square foot residence and a 6.0-acre vineyard.

4. Bank of Montreal ("**BMO**") is the Company's senior secured creditor. BMO made credit facilities available to the Company, including two term loans and an operating loan.

5. The Company defaulted on its obligations to BMO. The Receiver understands that the Company's financial difficulties arose from a combination of factors negatively impacting revenues and cash flow, including the effects of the COVID-19 pandemic, adverse weather events, and the forest fires in the Kelowna area. Vibrant Vine was unable

to fully recover from these events and BMO demanded repayment of the debt in March 2026.

6. At the time of the Receiver's appointment, the Company had no full-time employees, as certain key personnel, including the bookkeeper and wine shop manager, had retired or resigned. Mr. and Ms. Lewis have substantially vacated the residential property on the Lands and have cooperated with the Receiver since its appointment.

The Indebtedness

7. As of March 10, 2026, BMO was owed $6,843,572.46. Interest accrues on one of the term loans and on the indebtedness under the operating loan at prime plus 2% per annum. Interest accrues on the second term loan at prime plus 3% per annum.

8. As discussed below, BMO stands to suffer a significant shortfall. The Receiver understands that BMO has released Mr. and Ms. Lewis from their guarantees. Accordingly, BMO is both the fulcrum creditor and the party that has the primary economic interest in this matter.

Listing Proposals and Listing Agreement

9. The Receiver took immediate steps to market the Property (as defined in the receivership order herein). Requests for proposals were issued to several commercial real estate brokerages on April 17, 2026. On April 27, 2026, the Receiver obtained proposals from five brokerages (the "**Proposals**"), including HM Hoffman (as defined below), Colliers Macaulay Nicolls Inc. ("**Colliers**"), and Royal LePage Kelowna ("**Royal LePage**"), each of whom had previously listed the Property.

10. The Receiver reviewed the Proposals, held discussions with the brokers and consulted with BMO, and on April 29, 2026 selected Royal LePage as the broker to relist the Property. A listing agreement was executed on May 4, 2026 for a six-month term expiring on October 27, 2026 (the "**Royal LePage Listing Agreement**").

11. The Proposals provided indicative value ranges for the Property between approximately $5.2 million and $8.0 million. The estimated values varied depending on the proposed

positioning and marketing strategy for the Property. Lower value indications generally reflected a scenario in which the Property was marketed as a land and residential villa opportunity, while higher value indications contemplated the inclusion of the winery operations and related assets.

The Debtors' Prior Marketing Efforts and Resulting Offers

12. The Property was listed for sale in 2021 by Jane Hoffman Realty Ltd. ("**Hoffman**") as land and a residential villa, with a listing price of $6.5 million. In February 2023, Hoffman entered into a joint listing agreement with Unison HM Commercial Realty Corporation (together, "**HM Hoffman**") and repositioned the offering to include the Lands, residential villa, and operating winery, with an increased listing price of $13.5 million. This listing subsequently expired. The Receiver understands that no formal offers were received during this period.

13. In January 2024, Colliers was engaged and repositioned the offering while continuing to include the Lands, villa, and winery as the primary components. The Property was initially listed at $9.9 million. The listing price was subsequently reduced to $8.8 million in November 2024. This listing expired in March 2025. The Receiver understands that Colliers received no formal offers during this period.

14. In April 2025, the Property was listed with Royal LePage and marketed as land and a residential villa, excluding winery equipment and inventory, at an initial listing price of $7.5 million. The listing price was later reduced to $6.9 million in or around the fall of 2025, approximately midway through the listing term, which remained active until the appointment of the Receiver.

15. On September 7, 2025, the Debtors received an offer to purchase the Property for $4.7 million but the offer was not accepted as the proposed consideration was deemed insufficient. On October 31, 2025 the same purchaser submitted an offer of $5.0 million which was subsequently increased to $5.2 million. The Debtors were unable to reach an agreement with the party at that price and no transaction resulted.

16. On December 15, 2025, the Debtors entered into a purchase and sale agreement (the "**First Agreement**") with a prospective purchaser at a price of $6.0 million, subject to customary financing and due diligence conditions. The conditions were required to be waived or satisfied by December 31, 2025. That deadline was subsequently extended to January 16, 2026. The Receiver understands that the First Agreement collapsed after the purchaser failed to pay the required deposit.

17. On January 23, 2026, the Debtors entered into a second purchase and sale agreement (the "**Second Agreement**") with the same purchaser at a reduced purchase price of $5.8 million and with an extended subject removal deadline of February 25, 2026. The Receiver understands that the purchaser again failed to waive or satisfy the conditions by the deadline, resulting in the termination of the Second Agreement. The Receiver understands that the purchaser was unable to obtain financing.

18. Royal LePage has advised that the primary challenge identified by prospective purchasers during this period was the difficulty in obtaining financing, largely due to the incomplete or weakened financial statements of the winery business, together with the complexity of operating a combined winery, event venue and wedding business.

Royal LePage's Marketing Efforts

19. Royal LePage undertook the following marketing activities on behalf of the Receiver:

    a) On May 4, 2026, the Receiver executed the Royal LePage Listing Agreement and, on May 8, 2026, the Property was listed for sale on the Multiple Listing Service ("**MLS**") and Realtor.ca at a list price of $6.2 million;

    b) Royal LePage marketed the Property through its website, on MLS and via its network of agents and contacts, responded to enquiries from agents and prospective purchasers, and coordinated numerous showings of the Property, including second showings, with prospective purchasers;

c) Royal LePage provided interested parties with the Receiver's template purchase and sale agreement (the "**Template PSA**") and requested that offers be submitted in that form;

d) On July 2, 2026, following consultation with BMO, the list price was reduced to $5,749,000 in the hope of generating additional interest from prospective purchasers;

e) On August 6, 2026, with the approval of BMO, the list price was further reduced to $5,250,000 as the offers received and informal price indications from interested parties had consistently been in the range of $4.0 million to $5.0 million; and

f) Royal LePage advised interested parties when offers were received in order to encourage the submission of competing offers.

Post-Receivership Offers Received

20. Royal LePage received the following offers in respect of the Property, each of which contemplated the acquisition of the Property on an en-bloc basis:

a) On April 27, 2026, Royal LePage received an offer from a prospective purchaser ("**Party A**") to purchase the Property for $4.8 million with a deposit of $500,000, conditional on Party A obtaining financing by May 27, 2026. The offer was submitted on a standard form residential contract of purchase and sale. On May 7, 2026, following consultation with BMO, the Receiver submitted a counteroffer on the Template PSA at $5.5 million, conditional only on court approval;

b) On May 28, 2026, Party A delivered a signed Template PSA at a purchase price of $5.0 million, which Party A described as its best and final offer. The offer required a deposit of $750,000 to be paid to Receiver's counsel, Owen Bird Law Corporation ("**Owen Bird**"), in trust prior to execution by the Receiver and was conditional on Party A obtaining financing within 12 business days. Party A did not deliver the deposit and the Receiver did not execute the agreement;

c) On July 17, 2026, Party A submitted a revised offer of $4.1 million with a deposit of $250,000. On July 29, 2026, the Receiver submitted a counteroffer at $4.5 million with a deposit of $250,000 and a response deadline of August 5, 2026. Party A did not respond to the counteroffer prior to its expiry and, despite further attempts by Royal LePage to re-engage with Party A, no further offer was received;

d) On May 18, 2026, a second prospective purchaser ("**Party B**") submitted an offer to purchase the Property for $3.8 million with a deposit of $380,000. The offer was conditional only upon court approval on or before July 31, 2026, with closing scheduled to occur 14 days following such approval. The Receiver understands that the purchase price was firm and not subject to further negotiation;

e) On June 23, 2026, Party B submitted a revised offer at a reduced purchase price of $3.6 million with a deposit of $360,000, conditional only upon court approval with closing scheduled to occur 14 days following such approval. Royal LePage requested that Party B resubmit its offer on the Template PSA; however, no revised offer was received;

f) On August 10, 2026, a third prospective purchaser ("**Party C**") submitted an offer at approximately $3.07 million with a deposit of $500,000, subject to broad due diligence conditions. The Receiver did not consider the offer to be commercially acceptable and encouraged Party C to complete its due diligence and submit an improved offer on the Template PSA with fewer conditions;

g) On September 14, 2026, Party C submitted a revised offer of $3.45 million with a deposit of $500,000, subject to a broad due diligence condition in its sole discretion covering, among other things, title, financing, environmental matters, zoning, permits and licences, and equipment. Following consultation with BMO, the Receiver provided counteroffer terms to Party C;

h) On September 29, 2026, Party C submitted what it described as its final and best offer of $3.6 million, with deposits totalling $800,000, subject to due diligence

and financing conditions of 10 and 15 business days, respectively, and court approval. BMO confirmed that it supported the acceptance of the offer and, on October 8, 2026, the Receiver provided Party C with a draft agreement on the Template PSA. On October 16, 2026, Party C returned a signed agreement that included amendments requiring the Receiver to pay the storage arrears in respect of the offsite inventory, which the Receiver did not accept. Party C subsequently agreed to proceed at $3.6 million without the payment requirement for offsite storage and made further minor amendments to the agreement. No agreement was finalized or executed as a superior offer was received on October 19, 2026, as more fully described below; and

i) On October 19, 2026, the Purchasers submitted an offer on the Template PSA to purchase the Property for $3.65 million, being $50,000 more than the offer from Party C, with a deposit of $2.0 million payable within 24 hours of execution, and no financing or inspection conditions. The offer was conditional only on the Purchasers' legal, accounting and tax review and their review of the contracts, permits and licences to be assigned, to be satisfied or waived by October 23, 2026, and court approval. Following review by the Receiver's counsel and consultation with BMO, the Receiver returned the agreement with minor amendments on October 20, 2026 and the Sale Agreement was subsequently executed by the parties on October 22, 2026.

21. Royal LePage's complete marketing activities and additional details on the various offers received are more fully outlined in the Royal LePage Marketing Report dated October 28, 2026.

The Sale Agreement

22. The Sale Agreement includes the following more significant terms and conditions:

a) The purchase price is $3,650,000 (the "**Purchase Price**") exclusive of applicable taxes;

b) The Purchasers' conditions with respect to their legal, accounting, tax and financial review and review of the purchased contracts and permits and licences to be assigned were waived by the Purchasers on October 23, 2026. The Sale Agreement remains subject only to the court granting the AVO on or before the date that is 30 days after full execution of the Sale Agreement (the "**Mutual Condition Date**"), which date may be extended by the Receiver by up to 21 days;

c) A deposit of $2,000,000 (the "**Deposit**") was paid by the Purchasers to Owen Bird in trust on October 23, 2026. The Deposit is held in a non-interest-bearing trust account and, subject to the terms of the Sale Agreement, will be credited against the Purchase Price on closing or forfeited to the Receiver as liquidated damages if the Purchasers fail to complete the Transaction;

d) The purchased assets include, among other things, the Lands and buildings, inventory, chattels and equipment, intellectual property, permits and licences, purchased contracts, business records and goodwill associated with the Company, and exclude certain assets including cash (including customer deposits), accounts receivable, and all personal property in the residential home on the Lands (collectively, the "**Purchased Assets**"), as more fully described in the Sale Agreement;

e) With respect to the offsite inventory, the Purchasers assume all risk and responsibility for all costs to retrieve or use that inventory, including any amounts claimed by the storage provider, with no reduction to the Purchase Price;

f) The Sale Agreement is on an 'as is, where is' basis, with the Receiver providing no representations or warranties in respect of the Purchased Assets;

g) The Purchased Assets remain at the risk of the Receiver until closing;

h) The Transaction is scheduled to close 10 business days following the Mutual Condition Date, which date may be extended by the Receiver by up to 21 days; and

i) The Purchasers acknowledge that the sale remains subject to court approval and that other interested parties may submit competing offers at the hearing of the application to approve the Sale Agreement. The Receiver retains the ability, consistent with its duties, to consider and report on any such competing offers.

The Receiver's Comments on the Sale Agreement

23. Since the execution of the Sale Agreement, Royal LePage has continued to market the Property and conduct any site tours requested.

24. Upon the Receiver serving the application for the approval of the Sale Agreement, Royal LePage will update its marketing materials, including its website, to advise prospective purchasers of the anticipated court approval process and to invite competing offers for the Property.

25. The Receiver's comments on the Sale Agreement are as follows:

a) While the Property has been marketed by Royal LePage pursuant to the Royal LePage Listing Agreement since May 2026, the Property has been exposed to the market extensively since 2021 through multiple listing agents (including Royal LePage) and marketing strategies. During this period, the Receiver understands that only a limited number of offers have been received, including the offers described above. Over this period, listing prices have generally trended downward in response to market feedback;

b) During the receivership listing period, offers were received from four parties ranging from approximately $3.07 million to $5.0 million. The higher offers submitted by Party A were conditional on financing, and Party A did not deliver the required deposit or respond to the Receiver's counteroffer. The Purchase Price exceeds the most recent offers received from Party B and Party C;

c) The Sale Agreement provides a high degree of certainty of closing, as the Purchasers' conditions have been waived, there is no financing condition and the

Purchasers have paid a Deposit of $2.0 million, representing approximately 55% of the Purchase Price;

d) Further marketing of the Property heading into the winter months is not expected to result in a materially better outcome and would result in additional holding costs, including security, insurance, utilities, maintenance and professional fees, which the Receiver previously estimated would average approximately $38,000 per month;

e) The timing and other terms in the Sale Agreement are reasonable in the Receiver's experience, having regard to its involvement with transactions in other mandates; and

f) The Purchase Price appears reasonable based on the marketing history of the Property, the offers received, the level of market interest, prevailing market conditions, and the recommendation of Royal LePage.

26. BMO, as the senior secured creditor of the Company, is supportive of the Sale Agreement.

27. Based on the above, the Receiver therefore seeks approval of the Sale Agreement.

Part 3: LEGAL BASIS

Sale Approval

1. In determining whether to approve a sale by a court appointed officer the court will consider the following factors:

a) whether the court appointed officer made sufficient efforts to obtain the best price and did not act improvidently;

b) the interests of all parties and, in particular, the interests of any secured creditors;

c) the efficacy and integrity of the process by which offers were obtained; and

d) whether there has been unfairness in the process.

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

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

Soundair at para. 14
Re Regal Constellation Hotel Ltd. (2004), 50 C.B.R. (4th) 258 (O.N.C.A.) at para. 23
Corpfinance International Ltd. v. Earth Energy Utility Corp., 2006 BCSC 1994 at para. 28
B.C. v. A & A Estates Ltd., 2000 BCCA 317 at para. 40

3. In the present case:

a) the Receiver is satisfied that the Property has been marketed in a commercially reasonable manner over an appropriate exposure period;

b) the Receiver is unaware of any unfairness arising from the marketing process;

c) the Sale Agreement is the highest and best firm offer that has resulted from the sales process; and

d) the Sale Agreement is supported by BMO as the senior secured and fulcrum creditor.

4. Accordingly, the Receiver is satisfied that the Sale Agreement is provident in the circumstances and recommends court approval.

Distribution

5. Paragraph 13 of the receivership order provides that the Receiver shall hold "all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver [...] from any source whatsoever including, without limitation, the sale of all or any of the Property." It further provides that distributions of such funds shall "be paid in accordance with the terms of [the receivership order] or any further order of the Court."

6. Orders approving distributions are routinely granted by courts in insolvency proceedings and receiverships.

Windsor Machine & Stamping Ltd (Re), 2009 CanLII 39772 (ONSC) at paras. 8, 13
AbitibiBowater Inc (Arrangement relatif à), 2009 QCCS 6461 at paras. 70 - 75 [*AbitibiBowater*]

7. In *AbitibiBowater*, Justice Gascon considered a number of factors in deciding whether to approve a distribution under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, that are equally applicable to a receivership proceeding, all of which support the approval of the distributions sought:

   a) whether the payee's security is valid and enforceable;

   b) whether the distribution would result in significant interest savings to the estate; and

   c) whether the distribution will leave the estate with sufficient liquidity.

8. The security held by BMO has been independently reviewed and determined to be valid and enforceable subject to customary qualifications and assumptions. No interested party has alleged that BMO's security is not valid and enforceable.

9. Distribution of proceeds to claims in priority to BMO's security, and on account of the indebtedness owed to BMO (net of a holdback sufficient to bring these proceedings to their conclusion and such other amounts as the Receiver may determine), will stop the unnecessary accrual of additional interest, to the benefit of BMO and the Debtors, who will remain liable for the shortfall.

Approval of the Receiver's Activities

10. The court has inherent jurisdiction to approve the activities of its court-appointed officers. If a receiver establishes on an objective basis that it has acted reasonably, prudently and not arbitrarily, the court may approve its activities as set out in the receiver's reports. Approval of activities provides certainty and finality and also serves to protect the receiver and the broader stakeholder group.

Leslie & Irene Dube Foundation Inc. v. P218 Enterprises Ltd., 2014 BCSC 1855 at para. 54

Target Canada Co. (Re), 2015 ONSC 7574 at paras. 12 and 21 to 25

Sumitomo Canada Limited v. Minto Metals Corp., 2025 YKSC 6 at para. 38

11. The First Report summarizes the Receiver's activities to date and establishes that it has acted reasonably, prudently and not arbitrarily. An order approving the activities of the Receiver, as outlined in the First Report, will provide certainty and finality to these proceedings and a level of protection to the Receiver as the court's officer.

Part 4: MATERIAL TO BE RELIED ON

1. Petition to the court filed April 10, 2026.
2. Affidavit #1 of D. Danesh made April 10, 2026.
3. The Receiver's First Report to the Court.
4. Such further and other materials as counsel may advise and the court permit.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 21 days after service of this notice of application, serve the following on the applicant and on every other party of record:

a) a copy of your unfiled application response;

b) a copy of the affidavits or other evidence that you intend to refer to at the hearing of this application and that has not already been served on that person;

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

Date: November 3, 2026

Signature of lawyer for the Receiver,
Scott H. Stephens

To be completed by the court only:

Order made

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

☐ with the following variations and additional terms:

_____

_____

_____

Date:_____ _____

Signature of [ ] Judge
[ ] Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

☐ discovery: comply with demand for documents
☐ discovery: production of additional documents
☐ other matters concerning document discovery
☐ extend oral discovery
☐ other matter concerning oral discovery
☐ amend pleadings
☐ add/change parties
☐ summary judgment
☐ summary trial
☐ service
☐ mediation
☐ adjournments
☐ proceedings at trial
☐ case plan orders: amend
☐ case plan orders: other
☐ experts
☒ none of the above

SCHEDULE "A"

NO. VLC-S-S-262560
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

VIBRANT VINE WINERY INC.
WYN LEWIS
MARION LEWIS
VAULT CREDIT CORPORATION

RESPONDENTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE JUSTICE) 23/NOV/2026

THE APPLICATION of Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver (the "**Receiver**") of the assets, undertakings and properties of Vibrant Vine Winery Inc. ("**Vibrant**") and the Lands (as defined in the receivership order made herein on April 15, 2026) owned by Wyn Lewis and Marion Lewis (collectively with Vibrant, the "**Debtors**") coming on for hearing at Vancouver, British Columbia, on 23/NOV/2026; AND ON HEARING Scott H. Stephens, counsel for the Receiver, and no one else appearing although duly served; AND UPON READING the material filed, including the Report of the Receiver dated October 30, 2026 (the "**Report**");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "**Transaction**") contemplated by the Purchase and Sale Agreement dated October 22, 2026 (the "**Sale Agreement**") between the Receiver, as vendor, and George Boychuk and Donna Gallivan, as purchasers (together, the

"**Purchasers**"), a copy of which is attached as Appendix "C" 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 Purchased Assets (as defined in the Sale Agreement).

2. Upon delivery by the Receiver to the Purchasers of a certificate substantially in the form attached as Schedule "D" hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "A" 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 made April 15, 2026; (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 "B" 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 "C" 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 of a certified copy of this Order, together with a letter from Owen Bird Law Corporation, 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 joint tenants, as identified in Schedule "A" 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 joint tenants, 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 except for those listed in Schedule "C".

4. Subject to the terms of the Receivership Order made herein on April 15, 2026, 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. Subject to the terms of the Sale Agreement, possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchasers at 5:00 pm 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 "C".

7. 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.

8. The Receiver is authorized and empowered to make distributions of the net proceeds from the Transaction as and when the Receiver sees fit, in its discretion.

9. Any payments, distributions, and disbursements made by the Receiver under this Order shall not constitute a "distribution" for the purposes of section 159 of the Income Tax Act, as amended, or section 270 of the Excise Tax Act, or any other similar federal or provincial legislation (collectively, the "**Tax Statutes**"). The Receiver in making any such payments, distributions, or disbursements is not "distributing", nor shall it be considered to "distribute" nor have "distributed", such funds for the purpose of the Tax Statutes, and the Receiver shall not incur any liability under the Tax Statutes in respect of the making of any payments ordered or permitted under this Order.

10. Notwithstanding:

    (a) these proceedings;

    (b) any applications for a bankruptcy order in respect of the Debtors 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 Debtors or any of them,

    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 Debtors or any of them and shall not be void or voidable by creditors of the Debtors, 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 person other than Receiver's counsel 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 Scott H. Stephens, counsel for
Deloitte Restructuring Inc.

BY THE COURT

_____

REGISTRAR

Schedule A – Purchased Assets

The Purchased Assets are:

(i) lands having a civil address of 3240 Pooley Road, Kelowna, British Columbia V1W 4G7, and legally described as follows (the "**Lands**"):

Parcel Identifier: 004-231-384
Lot 2 Section 15 Township 26 Osoyoos Division Yale District Plan 3379

(ii) the buildings and other improvements on the Lands including, without limitation, the tasting room building and the residential home on the Lands (the "**Buildings**"); and

(iii) all assets and properties used or held in the business carried on by Vibrant Vine Winery Inc., excluding the Excluded Assets, but including, without limitation:

A. the Permits and Licenses;

B. the Intellectual Property;

C. the Chattels (including the Equipment);

D. the Inventory;

E. the Purchased Contracts;

F. the Business Records; and

G. the Goodwill,

(all terms as defined in the Sale Agreement).

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

The claims to be deleted/expunged from title to the Lands are set out in the following table:

Registered Owner	Nature	Registration Number
Bank of Montreal	Mortgage	CA7282316, modified by CB518340 and CB1061632
Bank of Montreal	Assignment of Rents	CA7282317
Bank of Montreal	Mortgage	CA7984390
Bank of Montreal	Assignment of Rents	CA7984391
Bank of Montreal	Certificate of Pending Litigation	CB2729476

together with any other charges, liens, encumbrances, caveats, mortgages, or certificates of pending litigation registered against the Lands subsequent to the petitioner's certificate of pending litigation under No. CB2729476.

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

The Purchasers are purchasing the Lands subject to:

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

2. The charges, encumbrances and easements set out in the table below:

Registered Owner	Nature	Registration Number
West Kootenay Power Ltd.	Statutory Right of Way	KG29257
BC Gas Utility Ltd.	Statutory Right of Way	KM4008
FortisBC Inc.	Statutory Right of Way	CA3676385
FortisBC Inc.	Statutory Right of Way	CA3676386

Schedule D – Receiver's Certificate

NO. VLC-S-S-262560
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

VIBRANT VINE WINERY INC.
WYN LEWIS
MARION LEWIS
VAULT CREDIT CORPORATION

RESPONDENTS

RECEIVER CERTIFICATE

PURSUANT TO THE APPROVAL AND VESTING ORDER made 23/NOV/2026, Deloitte Restructuring Inc. in its capacity as the Receiver of the assets, undertakings and properties of Vibrant Vine Winery Inc. and the Lands (as defined in the receivership order made herein on April 15, 2026) (the "**Receiver**") hereby certifies as follows:

1. All terms and conditions under the Purchase and Sale Agreement dated October 22, 2026 (the "**Sale Agreement**") up to and including the Closing Date have either been satisfied or waived.

2. The Receiver confirms that the Purchasers have paid the purchase price to the Receiver and that the transaction has completed.

DATED at the City of Vancouver, in the Province of British Columbia, this ___ day of _____, 2026

Deloitte Restructuring Inc., in its capacity as Receiver
and not in its personal capacity

Per:_____
Jeff Keeble

Action No. S-262560

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

Petitioner

- and -

VIBRANT VINE WINERY INC. et al

Respondents

B.C. MODEL APPROVAL AND VESTING ORDER

SCHEDULE "B"

NO. VLC-S-S-262560
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

VIBRANT VINE WINERY INC.
WYN LEWIS
MARION LEWIS
VAULT CREDIT CORPORATION

RESPONDENTS

ORDER MADE AFTER APPLICATION

APPROVE RECEIVER'S ACTIVITIES

BEFORE THE HONOURABLE JUSTICE) 23/NOV/2026))

THE APPLICATION of Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver (the "**Receiver**") of the assets, undertakings and properties of Vibrant Vine Winery Inc. ("**Vibrant**") and the Lands (as defined in the receivership order made herein on April 15, 2026) owned by Wyn Lewis and Marion Lewis (collectively with Vibrant, the "**Debtors**") coming on for hearing at Vancouver, British Columbia, on 23NOV/2026; AND ON HEARING Scott H. Stephens, counsel for the Receiver, and no one else appearing although duly served; AND UPON READING the material filed, including the Report of the Receiver dated October 30, 2026 (the "**First Report**");

THIS COURT ORDERS AND DECLARES THAT:

1. The activities of the Receiver as set out in the First Report dated October 30, 2026, be and are hereby approved by the Court, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

2. The requirement for signatures of counsel appearing on this application, other than counsel for the Receiver, 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 Scott H. Stephens,
counsel for the Receiver

BY THE COURT

_____

REGISTRAR

NO. VLC-S-S-262560
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

VIBRANT VINE WINERY INC.
WYN LEWIS
MARION LEWIS
VAULT CREDIT CORPORATION

RESPONDENTS

ORDER APPROVING THE RECEIVER'S ACTIVITIES

OWEN BIRD LAW CORPORATION
P.O. Box 49130
2900-595 Burrard Street
Vancouver, BC V7X 1J5

Attention: Scott H. Stephens
File No. 38489-0002