Deloitte

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REGISTRY

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, AND VAULT CREDIT CORPORATION

RESPONDENTS

FIRST REPORT OF THE COURT-APPOINTED RECEIVER OF VIBRANT VINE WINERY INC. AND THE REAL PROPERTY OWNED BY WYN LEWIS AND MARION LEWIS PLEDGED AS SECURITY TO THE BANK OF MONTREAL

DATED OCTOBER 30, 2026

PREPARED BY DELOITTE RESTRUCTURING INC.

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INTRODUCTION

1) Pursuant to an Order (the "**Receivership Order**") of the Supreme Court of British Columba (the "**Court**") dated April 15, 2026 (the "**Date of Receivership**"), Deloitte Restructuring Inc. ("**Deloitte**") was appointed as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property (the "**Vibrant Assets**") of Vibrant Vine Winery Inc. ("**Vibrant**" or the "**Company**") as well as certain real property owned by Mr. Wyn Lewis and Ms. Marion Lewis (collectively, the "**Principals**" and, together with the Company, the "**Debtors**") pledged as security to the Bank of Montreal ("**BMO**") legally described as PID: 004-231-384, Lot 2, Section 15, Township 26 Osoyoos Division, Yale District Plan 3379 (the "**Lands**" and, together with the Vibrant Assets, the "**Property**").

2) The Court proceedings in which the Receiver was appointed are referred to herein as the "**Receivership Proceedings**".

3) The Receivership Order was granted pursuant to an application by BMO who is the Company's primary secured creditor. BMO holds various forms of registered security over the Property and was owed approximately $6.8 million (excluding costs and protective disbursements) as at March 10, 2026 (the "**BMO Debt**"). The security granted in favour of BMO (the "**BMO Security**") includes, among other things, a first and second mortgage and assignment of rents over the Lands, a general security agreement over the Vibrant Assets, and personal guarantees from the Principals in the aggregate amount of $7.0 million, plus interest and costs (the "**Personal Guarantees**"). The Receiver understands that BMO has released the Personal Guarantees after the Date of Receivership.

4) The BMO Security and related BMO facilities are described in more detail in the first affidavit of Mr. Danon Dinesh of BMO dated April 10, 2026 (the "**First BMO Affidavit**").

5) The Receiver's independent legal counsel, Owen Bird Law Corporation ("**Owen Bird**"), has reviewed the BMO Security and concluded that, subject to customary qualifications and assumptions, the BMO Security is valid and enforceable and that BMO has taken the necessary steps to perfect its security interests as against third parties (the "**Security Opinion**").

6) The Receivership Order, together with the First BMO Affidavit and notice to creditors have been posted on the Receiver's website at *https://www.insolvencies.deloitte.ca/en-ca/pages/vibrant_vine.aspx* (the "**Receiver's Website**").

7) This is the Receiver's first report in the Receivership Proceedings (the "**First Report**" or "**this Report**").

8) Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Receivership Order.

Purpose of the First Report

9) The purpose of this First Report is to:

   a) provide the Court with an overview of the Company, the Property, and the creditors;

   b) report on the Receiver's activities since the Date of Receivership, including the sale process undertaken by the Receiver with respect to the Property;

   c) report on the receipts and disbursements in the Receivership Proceedings from the Date of Receivership to October 22, 2026 (the "**Receiver's Interim R&D**"), a copy of which is attached hereto as **Appendix "A";**

   d) summarize the material terms of the purchase and sale agreement between the Receiver and Mr. Geroge Boychuk and Ms. Donna Gallivan (the "**Purchasers**") dated October 22, 2026 for the purchase of the Property for $3.65 million (the "**PSA**"), which is being presented to the Court for approval; and

   e) support the Receiver's application(s) for an order:

      i. approving the activities of the Receiver as described in this First Report;

ii. approving, authorizing and directing the Receiver to complete the transaction contemplated by the PSA (the "**Sale Transaction**") and to take such steps as may be necessary to do so; and

iii. approving and authorizing the Interim Distribution as defined later in this Report.

Terms of reference

10) In preparing this First Report, the Receiver has relied upon unaudited financial and other information provided by the Principals, the Company's books and records, the First BMO Affidavit, and discussions with the Principals.

11) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the *CPA Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of this information.

12) All dollar amounts in this First Report are in Canadian dollars, unless otherwise indicated.

BACKGROUND

13) Vibrant is a British Columbia ("**BC**") based company that historically operated a winery and hospitality business located at 3240 Pooley Road, Kelowna, British Columbia. The Company's principal activities 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, the Company sold wine online, through a wine club, and via wholesale distribution channels. Upon the appointment of the Receiver, the Company ceased operations.

14) The Company was incorporated on February 6, 2008. Mr. Wyn Lewis is the sole director and officer of the Company and was responsible for overseeing its operations, with the support of a management team and his wife, Ms. Marion Lewis.

15) Vibrant operated on the Lands which are owned separately by the Principals. The Lands comprise approximately 11.3 acres and include an 8,083 square foot residence and a 6.0-acre vineyard.

16) Prior to the commencement of the Receivership Proceedings, the Company relied on external financing and subsequently defaulted on its obligations to BMO. These defaults remained outstanding and were not remedied. The Receiver understands that the Company's financial difficulties arose from a combination of factors which negatively impacted revenues and cash flow, including the effects of the COVID-19 pandemic, adverse weather events, and the forest fires in the Kelowna area. The Company was unable to fully recover from these events and BMO made demands for repayment of the BMO debt in March 2026.

17) The most recent available annual external financial statements for the Company are for the year ended December 31, 2023. The Receiver has since obtained access to the Company's electronic accounting records and more current financial information.

18) At the time of the Receivership, the Company had no full-time employees, as certain key personnel, including the bookkeeper and wine shop manager, had retired or resigned prior to the Receiver's appointment.

19) As at the date of this Report, the Principals have substantially vacated the residential property located on the Lands and have cooperated with the Receiver since its appointment.

20) Additional background details regarding the Company, the BMO financing and relationship, and prior efforts by the Principals to sell the Property are set out in the First BMO Affidavit.

POWERS OF RECEIVER

21) The Receiver's powers are detailed in paragraph 3 of the Receivership Order and include, among other things, the power to take possession and control of the Property; the power to receive and

collect all monies and accounts owing to the Company; and, the power to market and sell the Property, subject to Court approval if any one transaction exceeds $100,000 or if the aggregate of transactions exceeds $500,000.

22) Paragraph 3 of the Receivership Order also authorizes the Receiver assign Vibrant into bankruptcy pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**") at any time and to act as a trustee in bankruptcy in respect of such assignment. The Receiver will be assigning Vibrant into bankruptcy (the "**Anticipated Bankruptcy Filing**") to reverse priorities of certain creditor claims against the Company, as further outlined later herein.

ACTIONS OF THE RECEIVER

23) The Receiver has taken the following steps with respect to the Property since the Date of Receivership:

a) retained Owen Bird to act as independent legal counsel to the Receiver and corresponded with Owen Bird regarding legal matters arising in the Receivership Proceedings;

b) attended at the premises and met with the Principals to obtain an overview of the business, assets and operations;

c) obtained access to the Company's key systems and accounts, including email accounts, website hosting platform, event management systems, accounting system, and e-commerce platform, and subsequently reviewed ongoing service requirements with relevant providers;

d) held discussions with former employees to obtain information regarding the Company's operations, books and records, and systems;

e) conducted an inventory of the Company's assets and prepared a preliminary asset listing, including wine inventory and fixed assets, and subsequently reviewed and updated asset and equipment listings;

f) secured the Property, including arranging for the replacement of locks and implementation of appropriate security measures, and subsequently reviewed security reports, coordinated security patrols and conducted periodic site inspections;

g) notified the Company's insurance broker of the Receivership Proceedings and arranged for appropriate insurance coverage, and subsequently reviewed coverage, renewal terms and property inspection requirements with the insurance broker;

h) notified utility providers of the Receivership Proceedings and arranged for utility accounts to be transferred into the Receiver's name;

i) arranged for the Receiver Borrowings and subsequently prepared Receiver borrowing certificates;

j) set up the Receiver's trust account for Vibrant and completed various estate accounting, including preparing and updating statements of receipts and disbursements, cash flow forecasts, receivership cost estimates and net realizable value analyses, and arranging payment of approved estate expenses;

k) held discussions with and provided various updates to BMO regarding the Receivership Proceedings, scheduled events, marketing activities, offers received, property maintenance, receivership costs, and anticipated recoveries;

l) communicated with various stakeholders, including customers and event counterparties, regarding scheduled weddings and other events, reviewed event contracts and proposals for hosting weddings, and communicated with affected customers regarding event cancellations and related inquiries;

m) coordinated with the Company's external accountant and bookkeeper to gain access to electronic books and records, reviewed the Company's hard copy and electronic books and records, and subsequently sought assistance regarding financial information and CRA requests;

n) set up the Receiver's Website for stakeholders to access the various Court orders and materials for the Receivership Proceedings, and subsequently updated the website with property listing information;

o) completed and mailed the statutory Notice and Statement of the Receiver to the creditors pursuant to subsections 245(1) and 246(1) of the BIA;

p) liaised with various creditors relating to the Debtors' outstanding liabilities and the Receivership Proceedings, including reviewing claims and responding to payment and service-related inquiries and, where appropriate, advising creditors of the stay of proceedings under the Receivership Order;

q) initiated a broker request for proposals process, reviewed broker proposals and retained Royal LePage Kelowna ("**Royal LePage**") to be the listing agent for the Property, and subsequently reviewed marketing reports and comparable sales information, coordinated property viewings and revised the listing price, as further detailed later in this Report;

r) reviewed and negotiated offers and counteroffers for the Property, worked with Royal LePage and legal counsel on purchase and sale documentation and proposed vesting order materials, and followed up regarding purchaser conditions, deposits, financing and due diligence inquiries, as further detailed later in this Report;

s) held further discussions with the Principals to obtain financial and other information, discuss occupancy of the Property, and coordinate access to the Property and collection of personal property and records;

t) arranged for necessary maintenance-related activities for the Property, initially including irrigation system repairs and calibration, house repairs and spring horticultural cleanup, and subsequently including ongoing landscaping and vineyard maintenance, grape removal, plumbing repairs and glycol chiller repairs;

u) reviewed liquor licensing and reporting requirements, renewed the liquor licence, updated the licensing portal to reflect the Receivership Proceedings and subsequently liaised with the relevant liquor authorities regarding licence dormancy and reporting obligations;

v) contacted the Ministry of Finance ("**MoF**") to provide authorization for the Receiver to access the Company's provincial sales tax ("**PST**") and employer health tax ("**EHT**") accounts, and subsequently compiled information relating to the Company's 2025 EHT obligations;

w) contacted the Canada Revenue Agency ("**CRA**") to provide authorization for the Receiver to access the Company's CRA accounts for payroll source deductions ("**PSD**"), goods and services tax ("**GST**") and excise duty tax, and subsequently liaised with the CRA regarding account administration, a trust audit, information requests and tax filings;

x) registered a GST account for the Receivership Proceedings and prepared and filed the related GST returns;

y) reviewed leased assets, service contracts and third-party property claims, subsequently arranged collection of consignment inventory and other third-party property, and cancelled certain services and the Company's WorkSafeBC account;

z) arranged mail forwarding, collected and reviewed mail, and continued to monitor the Company's email accounts;

aa) responded to former employee inquiries regarding outstanding wages, payroll records and tax slips, and subsequently reviewed payroll and source deduction records, finalized payroll and approved related remittance materials;

bb) reviewed the condition of bulk wine and offsite wine inventory, obtained consultant input and laboratory testing, considered preservation and sale options, and authorized related equipment inspection and tank cleaning and sanitization;

cc) liaised with the City of Kelowna regarding property taxes, tax sale correspondence and water-related matters, and arranged property tax payments and valve testing; and

dd) prepared this Report.

VIBRANT ASSETS

Cash

24) As at the Date of Receivership, the Company had no funds in its BMO bank account and did not maintain any other known bank accounts. The BMO bank account has been closed.

Inventory

25) Vibrant reported inventory with a book value of approximately $211,000 as at March 31, 2026. The Company's inventory consists of bottled wine, canned wined, and 4,500 liters of partially completed bulk wine stored in two tanks on the Lands (the "**Bulk Wine**"). Included in inventory is 5,040 bottles of wine with a book value of approximately $72,000 which is currently held by a third party (the "**Offsite Inventory**") who is owed approximately $12,700 in storage costs (the "**Storage Lien**").

26) On April 16, 2026, the Receiver, together with the former wine sales manager, conducted a review and spot count of the bottled and canned inventory on the premises. Based on this review, this inventory was estimated to have a book value of approximately $90,000 as at that date. The Bulk Wine has a book value of approximately $48,000 and the Offsite Inventory has a total book value of approximately $50,000. All of the Company's inventory is included in the Sale Transaction and has not been sold by the Receiver on a stand-alone basis.

Accounts Receivable

27) Vibrant reported accounts receivable of approximately $43,000 as at December 31, 2025. The Receiver understands that this balance was recorded in error and relates to several amounts advanced to the Company by Vault Credit Corporation ("**Vault**") pursuant to a business advance agreement between the parties (the "**Vault Loan**"). This receivable has no realizable value as the Receiver understands that the full amount of the Vault Loan was advanced to the Company and remains outstanding to Vault as at the Date of Receivership. Accounts receivable are not included in the Sale Transaction.

Property, plant and equipment

28) Vibrant reported property, plant and equipment ("**PPE**") with a net book value of approximately $1.9 million as at December 31, 2025. PPE is comprised primarily of commercial winery related buildings, furniture and fixtures, computer equipment, vineyard assets, and related equipment. The PPE is included in the Sale Transaction.

Intangible Assets

29) Vibrant reported intangible assets of approximately $41,000 as at December 31, 2025. The Receiver understands that these assets consist primarily of the costs incurred to create and register the Vibrant Vine logo and trademark. The intangible assets are included in the Sale Transaction.

Future income taxes

30) Vibrant reported a future income tax asset of approximately $418,000 as at December 31, 2025. This asset is not expected to have any significant realizable value and will be lost if the Sale Transaction proceeds and closes as contemplated as an asset sale rather than a share sale.

Lands

31) The Lands were assessed at approximately $5.8 million for the 2026 taxation year (based on a valuation date of July 1, 2025), according to BC Assessment. The Lands are included in the Sale Transaction.

SALE PROCESS

32) The Receiver took immediate steps to market the Property and, on April 17, 2026, issued a request for proposals to several commercial real estate brokerages. On April 27, 2026, the Receiver obtained proposals from five brokerages (the "**Proposals**"), including HM Hoffman, Colliers Macaulay Nicolls Inc. ("**Colliers**"), and Royal Lepage, all of whom had previously listed the Property. The Receiver reviewed the Proposals, held discussions with the brokers, consulted with BMO, and on April 29, 2026 selected Royal Lepage as the broker to relist the Property, and executed a listing agreement on May 4, 2026 for a six-month term expiring on October 27, 2026 ("**Royal Lepage Listing Agreement**").

33) 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 is marketed as a land and residential villa opportunity, while higher value indications contemplated the inclusion of the winery operations and related assets.

Property listing history and prior offers

34) Prior to the commencement of the Receivership Proceedings and as outlined in the First BMO Affidavit, 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 (collectively ("**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.

35) In January 2024, Colliers was engaged to market the Property 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 and 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.

36) 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 $6,995,000 in or around the fall of 2025, approximately midway through the listing term, which remained active until the Date of Receivership.

37) On September 7, 2025, the Debtors received an offer to purchase the Winery 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.

38) 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 and were subsequently extended to January 16, 2026. The Receiver understands that the First Agreement collapsed as the purchaser failed to pay the required deposit and the First Agreement was terminated. 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 applicable deadline, resulting in the termination of the Second Agreement. The Receiver understands that the purchaser was unable to obtain financing.

39) 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 activities

40) Royal Lepage has undertaken the following marketing activities with respect to the listing of the Property with 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, the MLS and 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 order to generate 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

41) 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 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 of 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 with the Offsite Inventory excluded 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 its review of the contracts, permits and licenses 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 PSA was subsequently executed by the parties on October 22, 2026.

42) 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 "**Royal Lepage Marketing Report**") which is attached hereto as **Appendix "B".**

The PSA

43) The PSA includes the following more significant terms and conditions:

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

b) The Purchasers' conditions with respect to its legal, accounting, tax and financial review and its review of the purchased contracts and permits and licenses to be assigned were waived by the Purchasers on October 23, 2026. The PSA remains subject only to the Court granting an approval and vesting order on or before the date that is 30 days after full execution of the PSA (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 PSA, will be credited against the Purchase Price on closing or forfeited to the Receiver as liquidated damages if the Purchasers fail to complete the Sale Transaction;

d) The purchased assets include, among other things, the Lands and buildings, inventory, chattels and equipment, intellectual property, permits and licenses, 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 PSA;

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 PSA is structured on an 'as is, where is' basis, with the Receiver providing no representations or warranties in respect of the Property or 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 PSA. The Receiver retains the ability, consistent with its duties, to consider and report on any such competing offers.

44) A copy of the PSA is attached hereto as **Appendix "C"**.

Receiver's views on the PSA

45) Since the execution of the PSA, Royal Lepage has continued to market the Property and conduct any site tours requested.

46) Upon the Receiver serving the application for the approval of the Sale Transaction, 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.

47) The Receiver's comments on the PSA 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 PSA 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 PSA 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.

48) BMO, as the primary secured creditor of the Company, as well as the Principals are supportive of the Sale Transaction.

49) Based on the above, the Receiver therefore seeks approval of the PSA.

CREDITOR CLAIMS AND CHARGES

50) The BMO Security is subject to certain prior-ranking Court-ordered charges and statutory interests, which include:

a) The Receiver's Charge as that term is defined in the Receivership Order and later herein;

b) The Receiver's Borrowings Charge as that term is defined in the Receivership Order and later herein; and

c) Certain deemed trust and priority claims, as outlined later herein.

Receiver's charges and borrowings

51) Pursuant to paragraph 21 of the Receivership Order, the Receiver and its legal counsel, are the beneficiaries of the Receiver's charge (the "**Receiver's Charge**") to secure payment of their fees and disbursements incurred in the Receivership Proceedings. The Receiver's Charge is a first-ranking charge over the Property, subordinate only to certain statutory priorities, if any, including those under sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

52) Certain accounts of the Receiver and its counsel have not been paid including approximately $116,000 for the Receiver for the period from May to September 2026 and approximately $6,000 for the Receiver's counsel for the period from June to August 2026. These accounts and any other subsequent work in process fees and costs form part of the Receiver's Charge and will be paid as part of the Interim Distribution (as defined below).

53) Pursuant to paragraph 24 of the Receivership Order, the Receiver is authorized to borrow up to $250,000 without further approval of the Court for the purpose of carrying out its duties and powers (the "**Borrowing Facility**"). As at the date of this First Report, the Receiver has borrowed $250,000 under the Borrowing Facility, being $125,000 on each of April 23, 2026 and July 8, 2026, with interest continuing to accrue (the "**Receiver's Borrowing Charge**").

CRA Claims

54) By letter dated September 21, 2026, the CRA advised the Receiver that the Company owes approximately $54,038 for PSD, of which approximately $34,243 relates to unremitted employee source deductions that are subject to a deemed trust in favour of the Crown (the "**CRA PSD Deemed Trust Claim**"). The CRA PSD Deemed Trust Claim will retain its priority notwithstanding the Anticipated Bankruptcy Filing pursuant to subsection 67(3) of the BIA. The remaining PSD balance of approximately $19,796 relates to employer contributions, penalties and interest which do not form part of the deemed trust claim and would no longer retain its priority status under the *Income Tax Act* and this claim would be an unsecured liability.

55) By letter dated September 21, 2026, the CRA advised the Receiver that the Company owes approximately $148,390 for GST, including penalties and interest, of which approximately $105,811 is claimed as being held in trust for the Crown under the Excise Tax Act (the "**CRA GST Property Claim**"). This balance includes amounts estimated by the CRA for the unfiled reporting periods from October 1, 2025 to April 15, 2026. As a result of the Anticipated Bankruptcy Filing, the CRA GST Property Claim would no longer retain its priority status under the *Excise Tax Act* and this claim would be an unsecured liability.

Wage Claims

56) The Receiver understands there is approximately $1,290 in unpaid wages owed to former employees of the Company. This has subsequently been paid by the Receiver. No procedures were taken or required under the *Wage Earner Protection Program Act*.

PST and EHT Claims

57) The Receiver has obtained access to the Company's online accounts with the MoF. Based on a statement of account issued by the MoF dated August 25, 2026, approximately $31,906 is owed for PST, including penalties and interest, in respect of the periods from September 2025 to April

2026. The 2025 EHT return was not filed prior to the Date of Receivership and the Receiver has since compiled the information required in respect of the Company's 2025 EHT obligations (collectively with the PST balance, the "**MoF Claims**").

58) The MoF Claims do not give rise to a deemed trust claim as a result of the Anticipated Bankruptcy Filing and would be unsecured claims.

WorkSafe BC Claim

59) The Receiver understands that WorkSafeBC is owed approximately $730 in outstanding pre-receivership premiums ("**WorkSafe BC Claim**") and WorkSafeBC can claim a statutory lien on all property or proceeds of property used or produced by the Debtors pursuant to section 265 of the Workers' Compensation Act. WorkSafeBC cancelled the Company's coverage effective September 1, 2026.

60) The Receiver has not recognized the WorkSafeBC Claim as affecting realizations and it is being treated as an unsecured claim.

Property taxes

61) As at February 11, 2026, property taxes in the amount of approximately $83,456, including interest, were outstanding in respect of the Lands for the 2024 and 2025 taxation years. On July 2, 2026, the City of Kelowna (the "**City**") received a payment of $41,376 from the Receiver in respect of the 2026 property taxes and utilities. On September 15, 2026, the Receiver paid a further $1,478 to the City in respect of delinquent taxes, as the Lands remained subject to the tax sale provisions of the Local Government Act.

62) Based on the City's most recent tax account details, property taxes of approximately $89,386 remain outstanding in respect of the Lands, comprising taxes and arrears of $82,749, penalties of $4,138, and interest on arrears of $2,500 (the "**Outstanding Property Taxes**"). The Outstanding Property Taxes form a charge on the Property and will require payment in order for the Receiver to transfer title as part of a sales transaction.

Secured claims

63) As noted above, BMO is the principal secured creditor of the Company and was owed approximately $6.8 million as at March 10, 2026. As noted above, the Security Opinion completed by Owen Bird concluded that, subject to customary qualifications and assumptions, the BMO Security is valid and enforceable and that the BMO has taken the necessary steps to perfect their security interests as against third parties.

64) Vault has a registered a security interest in the BCPPR against Vibrant's receivables, future revenues, and related accounts, together with all proceeds therefrom, in connection the Vault Loan (the "**Vault Security**"). However, BMO Security interest retains priority over the Vault Security with respect to the Property of Vibrant.

65) No other secured creditors have registered any charges against the Debtors in the British Columbia Personal Property Registry and a search from the Land Titles dated March 30, 2026.

Unsecured creditors

66) Based on the available books and records of the Company and correspondence received from creditors, the Receiver estimates total unsecured creditors claims of approximately $133,000 as at the Date of Receivership.

67) As part of its review of the Company's operations, the Receiver identified a number of third-party claims relating to six weddings that had been scheduled to be held at the Property. Following discussions with the affected parties, the Receiver advised that it would be unable to provide any services in connection with the weddings, which was understood by those parties.

68) The Receiver further understands that BMO subsequently agreed, as a gesture of goodwill, to reimburse certain deposits paid in connection with these events. These reimbursements have been administered directly by BMO to the affected parties. Accordingly, such amounts are being

addressed outside of the Receivership Proceedings and do not form part of the Receiver's administration of creditor claims.

69) Given that BMO is expected to suffer a shortfall in respect of their various security, the Receiver does not expect any distributions to any unsecured creditors.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

70) The Receiver's Interim R&D reflects the administration of the Receivership Proceedings from the Date of Receivership to October 22, 2026 and is attached hereto as **Appendix "A".**

71) As of October 22, 2026 the Receiver's gross receipts amounted to $252,292 primarily relating to the Receiver Borrowings.

72) During the same period, the Receiver made disbursements totalling $222,509 including, among other things, approximately $73,000 for Receiver's fees and costs to April 2026, approximately $43,000 for property taxes, approximately $29,000 for property clean-up and repairs and maintenance, approximately $38,000 for insurance, and approximately $14,000 for utilities.

73) The net cash balance held by the Receiver as at October 22, 2026 was $28,783.

INTERIM DISTRIBUTION

74) As outlined previously, the Receiver obtained the Security Opinion confirming that the BMO Security is valid and enforceable and perfected as against third parties. On this basis, the Receiver is seeking the Court's approval to make one or more distributions from the proceeds generated from the Sale Transaction to BMO, immediately following the closing of the Sale Transaction (the "**Interim Distribution**"). There will be no Interim Distribution if the Sale Transaction fails to close.

75) The Interim Distribution would equal the net proceeds from the Sale Transaction after ordinary closing adjustments (including the Outstanding Property Taxes and Royal Lepage's commission) and payment of the CRA PSD Deemed Trust Claim in priority to BMO's security, less the following holdbacks to be retained by the Receiver (the "**Holdbacks**"):

a) Funds sufficient to cover the Receiver's Charge for any estimated fees of the Receiver and its counsel to transfer the Property to the Purchasers and obtain its discharge;

b) Funds required to administer the Anticipated Bankruptcy Proceedings in respect of Vibrant;

c) Funds sufficient to cover any pre-closing property preservation and protection costs and administration costs that will be invoiced to Vibrant and paid by the Receiver post-closing; and

d) The CRA GST Property Claim, MoF Claims, and the WorkSafeBC Claim. These amounts will be released upon the filing of the Anticipated Bankruptcy Proceedings.

76) The Receiver is seeking the Court's approval to make the Interim Distribution net of the Holdbacks and for the Receiver's Borrowing Charge to be paid first from any distribution.

CONCLUSIONS AND RECOMMENDATIONS

77) Based on the foregoing, the Receiver respectfully requests that the Court grant the Orders cited at paragraph 8(e) of this First Report.

All of which is respectfully submitted at Vancouver, BC this 30th day of October, 2026.

DELOITTE RESTRUCTURING INC.
In its Capacity as Court-appointed Receiver of
the Property and not in its personal capacity

Per: Jeff Keeble, CPA, CA, CIRP, LIT, CBV
Senior Vice-President

Appendix "A"

Receiver's Interim Statement of Receipts and Disbursements for the period from April 15, 2026 to Ocotber 22, 2026

In the Matter of the Receivership of
Vibrant Vine Winery Inc.

Receiver's Interim Statement Receipts and Disbursements

For the Period from April 15, 2026 to October 22, 2026

Description	Amount
Receipts	
Cash on hand	708
Interest	584
Receiver Borrowings	250,000
Total receipts	**251,292**
Disbursements	
Receiver's fees and costs	73,460
Receiver's legal fees and costs	6,944
Property taxes	42,854
Security services	3,999
Insurance	37,693
GST paid	6,249
Payroll	1,569
PST paid	665
Utilities	13,915
Property clean up costs and maintenance	29,225
Bulk wine maintenance	4,287
Other	1,650
Total disbursements	**222,509**
Excess of receipts over disbursements	**28,783**

Appendix "B"

Royal Lepage Marketing Report dated October 28, 2026

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REUTER KOTLER REAL ESTATE

MARKETING REPORT

3240 Pooley Road, Kelowna, BC (Vibrant Vine Winery)

Item	Details
Prepared for	Deloitte Restructuring Inc., in its capacity as Court-appointed receiver (the "**Receiver**") of Vibrant Vine Winery Inc. and certain real property owned by Wyn Lewis and Marion Lewis, and not in its personal capacity
Court proceeding	Supreme Court of British Columbia, Action No. VLC-S-S-262560, Vancouver Registry (Bank of Montreal v. Vibrant Vine Winery Inc. et al.)
Property	3240 Pooley Road, Kelowna, BC V1W 4G7 (the "**Property**") PID 004-231-384, Lot 2, Section 15, Township 26, Osoyoos Division Yale District, Plan 3379
Listing Brokerage	Royal LePage Kelowna Darryl Reuter*PREC, Tyler Zeeman
Report date	October 28, 2026
Information current to	October 28,2026

1. Purpose and Scope

This report provides an update on Royal LePage's marketing of the Property and the market feedback received to date. It summarizes:

- The listing history of the Property, distinguishing between the period before and after the appointment of the Receiver on April 15, 2026;
- The marketing activities undertaken and the market exposure achieved, supported by measurable listing and campaign metrics;
- Buyer feedback and prevailing market conditions, all offers received, before and during the receivership, and the Receiver's counteroffers; and
- Royal LePage's opinion on the accepted offer and the likelihood of achieving a superior result through further marketing.

This report addresses only the periods during which Royal LePage acted as listing brokerage for the Property, being (i) the pre-receivership listing from April 2025 to April 15, 2026, on behalf of the owners, and (ii) the receivership listing from May 4, 2026 to date, on behalf of the Receiver. Information is drawn from Royal LePage's own records.

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2. Property Overview

Attribute	Details
Total site area	Approximately 11.3 acres
Vineyard	Approximately 6.0 acres planted
Residence	Approximately 8,083 sq. ft. residence
2026 BC Assessment	Approximately $5.8 million (valuation date July 1, 2025)
Operating status	Winery operations ceased upon the appointment of the Receiver on April 15, 2026
Assets offered	Lands and buildings together with winery equipment, chattels, inventory, intellectual property, permits and licenses, on an en bloc, "as is, where is" basis

3. Listing History and Pricing

Royal LePage has listed the Property on two occasions: first on behalf of the owners prior to the receivership, and subsequently on behalf of the Receiver. The tables below present each listing period separately.

3.1 Pre-receivership listing (April 2025 to April 15, 2026)

Royal LePage was engaged by the owners in April 2025 and marketed the Property as land and a residential villa, excluding winery equipment and inventory.

Date	Event	List price	Basis / rationale
Apr 25, 2025	Listing agreement executed with the owners; listed on MLS® and REALTOR.ca	$7,500,000	Listing price was set by seller
Jul 25, 2025	Price reduction	$6,995,000	Reduction due to no showings

3.2 Receivership listing history (April 15, 2026 to date)

Following a request for proposals issued by the Receiver on April 17, 2026, Royal LePage was selected on April 29, 2026 and the listing agreement was executed on May 4, 2026. The Property was relisted with the winery assets included, on an en bloc basis.

Date	Event	List price	Basis / rationale
May 8, 2026	Listed on MLS® and REALTOR.ca	$6,200,000	
Jul 2, 2026	Price reduction (in consultation with BMO)	$5,749,000	To generate additional interest from prospective purchasers

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Date	Event	List price	Basis / rationale
Aug 6, 2026	Price reduction (approved by BMO)	$5,250,000	Offers and informal price indications consistently in the $4.0 million to $5.0 million range

4. Marketing and Market Exposure

4.1 Pre-receivership marketing (April 2025 to April 15, 2026)

During the pre-receivership listing period, Royal LePage's marketing activities included:

- Large-scale REALTOR® event featuring food and entertainment, attended by approximately 100 people on June 18, 2025.
- MLS® REALTOR® tour on June 18, 2025.
- Targeted social media campaigns across Facebook and Instagram generating approximately 40,000+ impressions.
- Exposure through five team websites: kelownahomes.ca, homesearchkelowna.com, reuterrealestate.com, kelownarealestateprofessionals.com and tylerzeeman.com.
- Distribution of marketing packages to real estate agents throughout the Okanagan, Lower Mainland and Alberta.
- Direct outreach to agents with known buyer interest.

These activities generated approximately 15 qualified property showings and four offers from 2 distinct buyer groups (see Section 7.1).

4.2 Post-receivership marketing (May 8, 2026 to date)

Following the appointment of the Receiver, Royal LePage undertook the following marketing activities:

- Listed the Property on MLS® and REALTOR.ca on May 8, 2026, with syndication to REALTOR.ca, DDF® partner sites / royallepage.ca, kelownahomes.ca and homesearchkelowna.com.
- Featured the property on Royal LePage and team websites kelownahomes.ca and homesearchkelowna.com.
- Conducted targeted email campaigns to 500+ REALTORS®, winery operators, hospitality groups and investors.
- Completed direct outreach to agents and buyer networks, including wine industry contacts, commercial brokers, Alberta / Lower Mainland agents.
- Prepared and distributed an information package.
- Provided interested parties with the Receiver's template purchase and sale agreement (the "**Template PSA**") and requested that offers be submitted in that form.
- Advised interested parties when offers were received (including on July 17, 2026 and August 11, 2026) to encourage competing offers.
- Coordinated showings, and second showings with prospective purchasers.

As at June 26, 2026, after 49 days on market at $6,200,000, the receivership listing had generated approximately three leads per week, six showings, and three offers from two parties. As at the date of

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this report, the receivership listing has generated 15+ qualified showings, 4 second showings, 60+ inquiries, and 10 parties have been provided with the Template PSA.

5. Buyer Feedback

5.1 Pre-receivership

Financing was the most significant concern raised during the pre-receivership listing period. Incomplete or weakened financial statements for the winery business limited lenders' ability to assess and finance the operating component. Prospective purchasers also expressed uncertainty about the complexity of operating a combined winery, event venue and wedding business.

5.2 Post-receivership

Feedback indicated that, while the Property itself was well regarded, buyers faced challenges in evaluating and envisioning the operation of a large-scale winery, hospitality and event business. Specific feedback included:

- Business is no longer operating, which affected financing and required buyers to re-establish licensing, staffing and customer base.
- Condition of the property, with deferred maintenance, including irrigation.
- Valuation of equipment and inventory, including offsite inventory subject to storage charges.
- "As is, where is" Court-ordered sale terms and the Court approval timeline.

Many buyers were very interested in the property, but ultimately it came down to the layout and what they were looking for. Some liked the land but had no interest in operating a winery or having the wine production building, while others loved the vineyard and wine shop but felt the house was more than they needed.

The pool of buyers with the financial resources and experience to acquire and operate a winery of this size is limited. Lenders' appetite for financing winery and hospitality operations without a current operating history has further narrowed the buyer pool.

6. Market Conditions

The Okanagan winery market remains soft, with multiple winery properties being sold through receivership or foreclosure proceedings. Court-ordered sales of winery or vineyard properties in 2026 have created a challenging market for winery properties, particularly those requiring significant capital investment and ongoing operational management.

Central Okanagan Acreage Market Statistics

Based on the market figures reviewed, there are currently 129 acreage properties listed for sale in the Central Okanagan, compared with 39 sales during the period reviewed.

- Active Acreage Listings: 129

- Acreage Sales: 39

- Sold-to-Active-Listing Ratio: 30.23%

- Active Listings per Sale: 3.31

- Reported Months of Inventory: Over 20 months

These figures indicate the level of competition within the broader acreage market. While acreage statistics do not directly measure demand for winery properties, they provide additional context regarding available inventory and sales activity in the regional market.

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7. Offer History

7.1 Pre-receivership offers (Royal LePage listing, April 2025 to April 15, 2026)

During the pre-receivership listing period, the Property attracted four offers from Two distinct buyer groups, summarized below.

#	Offer date	Offeror (party name)	Price	Outcome
1	Sep 7, 2025	Durali Properties	$4,700,000	Not accepted – consideration considered insufficient
2	Dec 15, 2025	Poole	$6,000,000	Accepted; collapsed – required deposit not paid and agreement terminated
3	Jan 23, 2026	Poole	$5,800,000	Accepted; collapsed – purchaser unable to obtain financing
4	Oct 31, 2025	Durali Properties	$5,000,000	Increased to $5,200,000 – no agreement reached

7.2 Post-receivership offers (May 8, 2026 to date)

Eleven written offers were received from four parties during the receivership listing period. Each offer contemplated the acquisition of the Property on an en bloc basis.

#	Date	Purchaser / buyer's agent	Price	Deposit	Key conditions	Contract form	Outcome
Durali Properties Ltd.							
1	Apr 27, 2026	Durali Properties Ltd.	$4,800,000	$500,000	Financing by May 27, 2026; Court approval	BC standard residential CPS	Receiver countered on May 7, 2026 for 5.5M but not accepted
2	May 28, 2026	Durali Properties Ltd.	$5,000,000	$750,000 (to Receiver's counsel before execution)	Financing – 12 business days; Court approval	Template PSA	Described as "best and final"; deposit never delivered; not accepted by Receiver
3	Jul 17, 2026	Durali Properties Ltd.	$4,100,000	$250,000	Financing; Court approval	Template PSA	Receiver countered Jul 29, 2026 for 4.5M. Counter expired Aug 5, 2026 without response
Ronald M. Derrickson							

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#	Date	Purchaser / buyer's agent	Price	Deposit	Key conditions	Contract form	Outcome
4	May 18, 2026	Ronald M. Derrickson	$3,800,000	$380,000	Court approval by Jul 31, 2026 only; closing 14 days after approval	BC standard residential CPS	Price stated as firm; superseded
5	Jun 23, 2026	Ronald M. Derrickson	$3,600,000	$360,000	Court approval only	BC standard residential CPS	Requested to resubmit on Template PSA; no resubmission received
Jeffrey Harder / Decoa Harder / Groupe One Consulting Inc.							
6	Aug 10, 2026	Harder group	$3,070,000	$500,000	Broad due diligence; Court approval	Template PSA with purchaser amendments	Not commercially acceptable; improved offer requested
7	Sep 14, 2026	Harder group	$3,450,000	$500,000	Broad sole-discretion due diligence; Court	Template PSA with purchaser amendments	Receiver provided counteroffer terms; superseded
8	Sep 29, 2026	Harder group	$3,600,000	$800,000	Due diligence – 10 business days; financing – 15 business days; Court	Offer letter	Described as "final and best"; supported by BMO; Receiver issued draft PSA Oct 8, 2026
9	Oct 16, 2026	Harder group	$3,600,000	$800,000	As above, with amendments re offsite inventory	Template PSA signed by purchaser only	Not executed by Receiver; superseded by a superior offer received Oct 19, 2026
George Boychuk and Donna Gallivan – Buyer's agent: Amanda Tak / Cam Hicklin, Vantage West Realty							
10	Oct 19, 2026	George Boychuk	$3,650,000	$2,000,000	No financing or inspection conditions; purchaser review to Oct 23, 2026; Court approval	Template PSA (red-lined)	Receiver returned PSA with minor amendments Oct 20, 2026

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#	Date	Purchaser / buyer's agent	Price	Deposit	Key conditions	Contract form	Outcome
11	Oct 22, 2026	George Boychuk and Donna Gallivan	$3,650,000	$2,000,000 (received Oct 23, 2026)	Conditions waived Oct 23, 2026; Court approval only	Template PSA – fully executed	Accepted; subject to Court approval

8. Accepted Offer and Marketing Pending Court Approval

On October 22, 2026, the Receiver and George Boychuk and Donna Gallivan executed a purchase and sale agreement for $3,650,000. The purchasers paid a deposit of $2,000,000 (approximately 55% of the purchase price), there is no financing condition, and the purchasers' conditions were waived on October 23, 2026. The agreement remains subject only to Court approval.

9. Royal LePage's Opinion

Based on the marketing history and exposure described in this report, the offers received and buyer feedback, it is Royal LePage's opinion that:

- The Property has been extensively exposed to the market by Royal LePage, both before and during the receivership, over approximately 18 months and at list prices ranging from $5,250,000 to $7,500,000.
- The accepted offer of $3,650,000 is fair and reasonable and is reflective of current market value for the Property on an en bloc, "as is, where is" basis in the current market.
- The accepted offer provides a high degree of certainty of closing, given the waiver of conditions, absence of a financing condition and the $2,000,000 deposit.
- Further marketing, particularly through the winter months, is unlikely to produce a materially superior offer.

Respectfully submitted,

ROYAL LEPAGE KELOWNA

DocuSigned by:

Per: _____
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Darryl Reuter *PREC

DocuSigned by:

Per: _____
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Tyler Zeeman REALTOR

REUTER KOTLER REAL ESTATE reuterrealestate.com kelownahomes.ca | 1-1890 Cooper Road Kelowna, BC V1Y 8B4

ROYAL LEPAGE KELOWNA

Authentisign ID: 3030062C-85CE-F111-BF5B-000D3A4FF82A

PURCHASE AND SALE AGREEMENT

VIBRANT VINE WINERY

THIS AGREEMENT dated for reference the 22nd day of October 2026 is

made **BETWEEN:**

GEORGE BOYCHUK and **DONNA GALLIVAN**

(collectively, the "**Purchaser**")

AND:

DELOITTE RESTRUCTURING INC., solely in its capacity as court-appointed receiver of the Purchased Assets (as defined below), and not in its personal or corporate capacity

(the "**Receiver**")

WHEREAS:

A. On April 15, 2026, by order (the "**Receivership Order**") of the Supreme Court of British Columbia (the "**Court**") made in Supreme Court of British Columbia Action No. VLC-S-S-262560, Vancouver Registry (the "**Proceedings**"), Deloitte Restructuring Inc. was appointed receiver of all of the assets, undertakings and property of Vibrant Vine Winery Inc. ("**Vibrant**") and the Lands (defined below) owned by Wyn Lewis and Marion Lewis (together with Vibrant, the "**Debtors**").

B. The Receiver has agreed to sell, and the Purchaser has agreed to purchase, the Purchased Assets (as defined below) on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INTERPRETATION

1.1. Definitions

In this Agreement:

1.1.1. "**Agreement**" means this Purchase and Sale Agreement and all attached Schedules and Exhibits, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with the terms hereof, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and all attached Schedules and Exhibits and unless otherwise indicated, references to Articles, Sections, Schedules and Exhibits are to Articles, Sections, Schedules and Exhibits in this Agreement;

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1.1.2. "**Applicable Law**" means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Sale Transaction, the Receiver, the Debtors, the Purchaser, the Business, or any of the Purchased Assets;

1.1.3. "**Approval and Vesting Order**" means a Court order substantially in the form approved by the Receiver's Solicitor, each acting reasonably, which shall, among other things:

1.1.3.1. authorize and approve this Agreement and the execution and delivery thereof by the Receiver on behalf of the Debtors;

1.1.3.2. authorize and direct the Receiver to complete the Sale Transaction; and

1.1.3.3. subject to and upon the delivery of the Receiver's Certificate to the Purchaser, provide for: (i) the vesting of the Purchased Assets in the Purchaser; and (ii) the vesting off title to the Purchased Assets all Encumbrances other than Permitted Encumbrances;

1.1.4. "**Buildings**" means the buildings and other improvements on the Lands including, without limitation, the tasting room building and the residential home on the Lands;

1.1.5. "**Business**" means the business carried on by Vibrant, being the business of operating a winery;

1.1.6. "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in British Columbia;

1.1.7. "**Business Records**" means all documents, files, records, reports, agreements, plans, specifications, drawings, surveys and correspondence in the possession or control of the Debtors relating to the Business or any of the Purchased Assets, but excluding all Excluded Assets;

1.1.8. "**Chattels**" means all of the personal property owned by Vibrant used in the maintenance, management or operation of the Purchased Assets or any part thereof or the maintenance, management or operation of the Business, including without limitation, all personal property, Equipment, furniture, fixtures, supplies, tools, and grape vines, including those Chattels set forth in Schedule F but excluding any Excluded Assets;

1.1.9. "**Claims**" means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgements, costs, expenses, fines, disbursements, legal fees (on a substantial indemnity basis) and other professional fees and disbursements, interest, demands and actions of any kind or any nature whatsoever;

1.1.10. "**Closing**" has the meaning set out at Section 7.1;

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1.1.11. "**Closing Date**" means the day that is ten (10) Business Days following the Mutual Condition Date, unless such date is not a Business Day, in which case the next Business Day, or such other date as the Receiver and the Purchaser may agree upon in writing, subject to the extension right in Section 7.1;

1.1.12. "**Contaminants**" means, without limitation, asbestos, poly-chlorinated biphenyls and any substance or material which falls within the definition of "waste", "special waste", "hazardous chemicals", "hazardous waste", "dangerous goods", "toxic substances", any variation of such terms or any terms of similar import in the *Canadian Environmental Protection Act* (Canada), the *Environmental Management Act* (British Columbia), each as at the date hereof, or in any other applicable Environmental Laws;

1.1.13. "**Contracts**" means all contracts, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral;

1.1.14. "**Cure Costs**" means, in respect of any Purchased Contract or Permit and License, all amounts, costs and expenses required to be paid to remedy Vibrant's monetary defaults in relation to such Purchased Contract or Permit and License or otherwise required to secure a counterparty's or any other necessary person's consent to the assignment of a Purchased Contract or Permit and License pursuant to its terms or as may be required pursuant to the Approval and Vesting Order, and includes any other fees and expenses required to be paid to a counterparty or any other person in connection with the assignment of a Purchased Contract or Permit and License pursuant to its terms or Applicable Laws;

1.1.15. "**Deposit**" has the meaning set out in Section 2.2.1;

1.1.16. "**Encumbrance**" means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, 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 including, without limiting the generality of the foregoing:

1.1.16.1. any encumbrances, Claims or charges created by the Receivership Order, or any other order made in the Proceedings;

1.1.16.2. 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

1.1.16.3. any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form;

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1.1.17. "**Environmental Laws**" means any and all federal, provincial, municipal or other governmental or regulatory laws and rules in effect from time to time relating to the environment, occupational safety, health or transportation;

1.1.18. "**Equipment**" means any and all machinery, tools, vehicles, implements, fixtures, appliances, and other tangible personal property used in the maintenance, management or operation of the Purchased Assets or any part thereof or the maintenance, management or operation of the Business, including, without limitation, kitchen appliances, tanks, pumps, wine-making equipment, irrigation and vineyard equipment, office equipment and computers, and any related attachments, replacements, or accessories, but excluding any Excluded Assets;

1.1.19. "**Excluded Assets**" means those assets listed in Schedule E;

1.1.20. "**Excluded Liabilities**" means any Liabilities of the Debtors that are not expressly assumed by the Purchaser under this Agreement, including without limitation:

1.1.20.1. any taxes of or relating to the Business or the Purchased Assets, including statutory deductions and remittances, GST, and sales taxes, in respect of any period prior to the Closing Date;

1.1.20.2. any Liabilities or Encumbrances in respect of any litigation involving the Debtors, the Purchased Assets or the Business commenced or threatened or resulting from any event or circumstance prior to the Closing Date;

1.1.20.3. any other Encumbrances made, filed, claimed, perfected or otherwise arising or resulting from any event or circumstance prior to the Closing Date;

1.1.20.4. any Liabilities owing to or Encumbrances claimed by or in favour of any employees that relate to any period prior to Closing, including without limitation outstanding salaries, wages and bonuses owing to any employees, any severance or other termination obligations, including payment in lieu of notice, and any Liability for employer health tax payable;

1.1.20.5. all executive personnel agreements, officer or director agreements, employee benefit plans or payments, pension obligations, employee tax withholding obligations, employee health or dental plan obligations, all employee complaints or Claims, labour relations board actions or other employee proceedings;

1.1.20.6. Contracts which are not Purchased Contracts;

1.1.20.7. all Liabilities for payment of fees for operation of the Purchased Assets up to the Closing Date; and

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1.1.20.8. any other assets, property or obligations which pursuant to the terms and conditions of this Agreement, remain the property of the Debtors or the Receiver after the completion of the transactions contemplated herein including, without limitation, the rights of the Receiver under this Agreement;

1.1.21. "**Goodwill**" means all goodwill used in the Business but excluding any goodwill relating to the Excluded Assets;

1.1.22. "**Governmental Authority**" means (i) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise), (ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government, (iii) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions, and (iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association

1.1.23. "**GST**" means goods and services tax payable pursuant to the *Excise Tax Act* (Canada);

1.1.24. "**GST Certificate**" has the meaning set out in Section 7.4.5;

1.1.25. "**Intellectual Property**" means all intellectual property and proprietary rights of any kind currently owned by Vibrant pertaining to the Business, including the following: (a) trademarks, service marks, trade names, slogans, logos, designs, symbols, trade dress, internet domain names, uniform resource identifiers, rights in design, brand names, any fictitious names, d/b/a's or similar filings related thereto, or any variant of any of them, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (b) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing); (c) computer software, computer programs, and databases, which may include all access and login information and information respecting permits, licenses, export controlled goods (whether in source code, object code or other form); (d) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith; and (f) all websites and all telephone and facsimile numbers;

1.1.26. "**Inventory**" means all inventories of every kind owned by Vibrant and pertaining to the Business, including bottled and canned wine, bulk wine (whether in tank or barrel), raw materials, packaging materials (including bottles, labels, corks and caps), work-in-progress and finished goods;

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1.1.27. "**Lands**" means the lands and premises in Kelowna, British Columbia, legally described in Part 1 of Schedule A attached hereto;

1.1.28. "**Mutual Condition**" has the meaning set out in Section 6.1;

1.1.29. "**Mutual Condition Date**" means the date that is 30 days after full execution of this Agreement, unless such date is not a Business Day, in which case the next Business Day;

1.1.30. "**Permits and Licenses**" means the certifications, licenses, approvals, permits, consents or other rights entered into or obtained by Vibrant from any Governmental Authority, and used in connection with the Business or in respect of any of the Purchased Assets, each listed in Schedule C.

1.1.31. "**Permitted Encumbrances**" means: (i) the notations and encumbrances set forth in Part 2 of Schedule A attached hereto; and (ii) any other leases, agreements, liens, charges or encumbrances expressly permitted in writing by the Purchaser;

1.1.32. "**Purchase Price**" means Three Million Six Hundred Fifty Thousand Dollars ($3,650,000.00);

1.1.33. "**Purchased Assets**" means the Lands, the Buildings, and all the Receiver's right, title and interest, in and to all assets and properties of Vibrant used or held in the Business, excluding the Excluded Assets, but including, without limitation:

1.1.33.1. the Permits and Licenses;

1.1.33.2. the Intellectual Property;

1.1.33.3. the Chattels (including the Equipment);

1.1.33.4. the Inventory;

1.1.33.5. the Purchased Contracts;

1.1.33.6. the Business Records; and

1.1.33.7. the Goodwill;

1.1.34. "**Purchased Contracts**" means the Contracts set forth in Schedule B;

1.1.35. "**Purchaser's Condition Date**" means 7:00pm (Pacific Time) on October 23, 2026;

1.1.36. "**Purchaser's Conditions**" has the meaning set out in Section 6.2;

1.1.37. "**Purchaser's Solicitors**" means Touchstone Law Group LLP;

1.1.38. "**Receiver's Certificate**" means the certificate contemplated in the Approval and Vesting Order to be filed with the Court by the Receiver certifying that: (i) the

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Receiver confirms, and has received from the Purchaser written confirmation, that all conditions to Closing have been satisfied or waived by the applicable Parties; and (ii) the Purchase Price and all applicable taxes payable by the Purchaser to the Receiver hereunder have been received by the Receiver's Solicitors;

1.1.39. "**Receiver's Solicitors**" means Owen Bird Law Corporation; and

1.1.40. "**Sale Transaction**" means the purchase and sale transaction contemplated by this Agreement.

1.2. **Schedules and Exhibits**

The Schedules and Exhibits to this Agreement, listed below, are an integral part of this Agreement:

Schedule	Description
Schedule A	Part 1 – Legal Description of the Lands Part 2 – Permitted Encumbrances
Schedule B	Purchased Contracts
Schedule C	Permits and Licenses
Schedule D	Purchase Price Allocation
Schedule E	Excluded Assets
Schedule F	Chattels (including Equipment)

1.3. **Currency**

All dollar amounts referred to are Canadian dollars.

1.4. **Construction**

The division and headings of this Agreement are for reference only and are not to affect construction or interpretation.

1.5. **Governing Law**

This Agreement shall be governed by the laws of British Columbia. Any disputes concerning this Agreement or the subject matter thereof will be resolved by the Court in the Proceedings, and the Purchaser hereby attorns to the exclusive jurisdiction of the Court.

2. **PURCHASE AND SALE**

2.1. **Agreement of Purchase and Sale**

Subject to the terms and conditions of this Agreement and based on the representations and warranties contained in this Agreement, the Receiver agrees to sell, and the Purchaser agrees to purchase, the Purchased Assets for the Purchase Price on the Closing Date free and clear of all Excluded Liabilities and Encumbrances, except for the Permitted Encumbrances. For avoidance of doubt, the Purchaser will not assume any of the Excluded Liabilities.

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2.2. **Payment of Purchase Price**

The Purchase Price for the Purchased Assets shall be paid by the Purchaser as follows:

2.2.1. by way of a deposit equal to Two Million Dollars ($2,000,000.00) (the "**Deposit**") payable to the Receiver's Solicitors, in trust, within twenty-four (24) hours following receipt by the Purchaser of a fully executed copy of this Agreement, to be held and dealt with in accordance with Section 2.3; and

2.2.2. the balance of the Purchase Price, subject to adjustment as provided in Section 4.1, shall be paid to the Receiver's Solicitors, in trust, on the Closing Date in accordance with the terms of this Agreement.

All funds payable in connection with this Agreement shall be paid by certified cheque, bank draft, or wire transfer, and if a certified cheque or bank draft, it shall be delivered by prepaid courier to the Receiver's Solicitors.

2.3. **Deposit**

On receipt, the Receiver's Solicitors will hold the Deposit in a non-interest-bearing trust account. The Receiver and the Purchaser agree that the Deposit will be paid as follows:

2.3.1. to the Receiver on account of the Purchase Price contemporaneously with the completion of the sale and purchase contemplated by this Agreement;

2.3.2. if, after the Purchaser's Conditions set out in Section 6.2 are expressly waived by the Purchaser, and the Mutual Condition in Section 6.1 herein is satisfied or waived, the Purchaser fails to complete the Sale Transaction in accordance with this Agreement or if the Purchaser repudiates this Agreement, then the Deposit will be forfeited to the Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights or remedies of the Receiver whether at law or in equity;

2.3.3. if the Purchaser's Conditions set out in Section 6.2 are not expressly waived by the Purchaser by written notice delivered to the Receiver or its agent on or before the Purchaser's Condition Date, then this Agreement shall terminate and the Deposit shall be returned to the Purchaser forthwith, without deduction or set off, as the sole remedy of the Purchaser against the Receiver;

2.3.4. if the Mutual Condition set out in Section 6.1 is not satisfied or waived in accordance with its terms, this Agreement shall terminate and the Deposit shall be returned to the Purchaser forthwith, without deduction or set off;

2.3.5. if the Court declines to grant the Approval and Vesting Order in respect of the Sale Transaction contemplated by this Agreement, or if the Court approves an alternative transaction involving the Purchased Assets, or if the Receiver elects not to proceed with the Sale Transaction pursuant to Section 2.5.1, then this Agreement shall terminate and the Deposit shall be returned to the Purchaser forthwith, without deduction or set off; or

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2.3.6. if, after the Mutual Condition in Section 6.1 herein is satisfied or waived, and if the Purchaser is not in default of any of its obligations under this Agreement and the Receiver fails to complete the sale of the Purchased Assets in accordance with this Agreement or if the Receiver repudiates this Agreement, then the Deposit will be returned to the Purchaser forthwith without any deduction, as the sole remedy of the Purchaser against the Receiver.

The Purchaser and the Receiver agree that the provisions of this Section 2.3 shall survive the lapse or termination of the obligations of the parties hereunder regarding the sale and purchase of the Purchased Assets.

2.4. Allocation of Purchase Price

The Purchase Price shall be allocated among the Purchased Assets in accordance with Schedule D, as completed by the Purchaser, acting reasonably, and delivered to the Receiver on or before the Purchaser's Condition Date. The Receiver and the Purchaser will each complete all tax returns, designations and elections in a manner consistent with such allocation.

2.5. Termination of Contract

This Agreement may be terminated at the Receiver's sole option by written notice to the Purchaser if:

2.5.1. at any time prior to Court approval, the Court varies or vacates the Receivership Order to remove or impede the Receiver's ability to market the Purchased Assets for sale or the Receiver determines, in its sole discretion, that it is inadvisable to present this Agreement to the Court for any reason whatsoever; or

2.5.2. if there has been a material violation or breach by the Purchaser of any covenant, representation or warranty which would prevent the satisfaction of the conditions necessary for Closing or other requirements for Closing in this Agreement and such violation or breach has not been waived by the Receiver,

and in any such event the Receiver shall have no further obligations or liability to the Purchaser under this Agreement or otherwise (save and except for return of the Deposit as set out herein).

2.6. Court Approval

The Receiver and the Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to approval of the Court. The Purchaser acknowledges and agrees that, notwithstanding this Agreement, other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Agreement and such prospective purchasers may make competing offers which may be approved by the Court. The Purchaser acknowledges and agrees that, to protect its interest in purchasing the Purchased Assets, it should attend at the Court hearing in person or by agent and be prepared to amend or increase its offer to purchase the Purchased Assets as the Court may permit or direct. The Purchaser acknowledges that:

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2.6.1. the Receiver is subject to the jurisdiction and discretion of the Court to entertain other offers and to abide by any further orders the Court may make regarding the Debtors' property or the Business;

2.6.2. the Receiver's sole obligation is to make an application to the Court in the Proceedings for the approval of this Agreement, and the Receiver gives no undertaking or commitment to the Purchaser to otherwise advocate or express support for the acceptance of this Agreement;

2.6.3. pursuant to its fiduciary and other common law duties as a receiver and court officer, if the Court requires the Receiver to report or comment on or assess the merits of any other offers in respect of the Purchased Assets, nothing in this Agreement will preclude the Receiver from doing so; and

2.6.4. if the Court vacates, sets aside or varies the Approval and Vesting Order for any reason whatsoever, except for the return of the Deposit, the Receiver will not be liable to the Purchaser or any other person in any way whatsoever.

3. GENERAL COVENANTS

3.1. Covenants of the Receiver

From the date of this Agreement until the Closing Date, the Receiver will:

3.1.1. maintain in full force and effect all existing policies of insurance currently maintained by Vibrant; and

3.1.2. not modify any material terms of or terminate any of the Purchased Contracts, Permitted Encumbrances, or Permits and Licenses, except in the ordinary course of business consistent with past practice, without the prior written consent of the Purchaser, not to be unreasonably withheld, or without order of the Court.

3.2. Required Consents

3.2.1. Before Closing, the Purchaser shall use all reasonable efforts to obtain any and all approvals required under Applicable Law to permit closing of the Sale Transaction. The Parties acknowledge that except for the Approval and Vesting Order, the acquisition of such approvals shall not be a condition precedent to Closing. It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, remedial work or other applications or documentation required by Governmental Authorities to permit the transfer to the Purchaser, and registration of the Purchaser as owner of, any Purchased Contracts, Permits and Licenses, or other Purchased Assets.

3.2.2. The Receiver will, upon closing, apply to transfer the Permits and Licenses to the Purchaser, but the Purchaser acknowledges that such transfer or assignment is subject in all respects to the approval of the relevant Governmental Authority and the Receiver makes no representation or warranty whatsoever as to whether any

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one of the Permits and Licenses is assignable and whether there are any outstanding liabilities or obligations thereunder.

3.2.3. Notwithstanding anything to the contrary herein, except for the Approval and Vesting Order, it is the sole obligation of the Purchaser to obtain any third party consents, permissions or approvals that are required in connection with the assignment of any Purchased Contract or any Permit and License at the Purchaser's sole cost and expense, which may include payment of any Cure Costs. Upon providing prior written notice and sufficient documentary support to the Purchaser, all reasonable and necessary costs, fees, expenses, penalties or levies that are incurred by the Receiver in order to effect the assignment of the Purchased Contracts or the Permits and Licenses to the Purchaser shall be the sole responsibility of the Purchaser, and the Purchaser agrees to pay on behalf of the Receiver any such reasonable and necessary costs, fees, expenses, penalties or levies on a timely basis.

3.2.4. Any of the Purchased Assets other than the Permits and Licenses that have not been or are not capable of being assigned or transferred to the Purchaser as of the Closing Date shall be deemed to be excluded from the Purchased Assets.

4. ADJUSTMENTS AND POSSESSION

4.1. Adjustments

On the Closing Date, the Purchaser and Receiver will adjust for property taxes, utilities, and other charges normally adjusted between a vendor and purchaser in the sale of similar properties. For greater clarity, there will be no adjustments on closing for rents, security or damage deposits. Any accounts receivable which have accrued prior to the Closing Date will remain the property of the Receiver.

4.2. Closing Statement

Not less than one Business Day prior to the Closing Date, the Receiver and the Purchaser will settle a statement (the "**Closing Statement**") of the calculation of the estimated amount payable at the Closing Date. The Closing Statement shall have annexed to it complete details, to the extent available, of the calculations used by the Receiver to arrive at the calculation of the Closing Statement. The Receiver will provide the Purchaser with the draft Closing Statement not less than three (3) Business Days prior to the Closing Date.

4.3. Possession

Possession shall occur and shall be governed by operation of and pursuant to the terms of the Approval and Vesting Order and any further order of the Court. The Purchaser acknowledges that the Receiver is not in possession of the Lands and has no control over whether the Debtors or any persons in possession of the Lands vacate the Lands on the Closing Date (other than through the Approval and Vesting Order or any further order of the Court). The Purchaser acknowledges that if vacant possession is not available on the Closing Date, it shall allow the Receiver a reasonable time to obtain vacant possession through a writ of possession.

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5. REPRESENTATIONS AND WARRANTIES

5.1. Receiver's Representations and Warranties

The Receiver hereby represents and warrants to the Purchaser, that the Receiver has, or will have after obtaining the Court approval referred to in Section 6.1, all necessary authority to execute and deliver this Agreement and all other documents and instruments contemplated herein or therein to which it is or will be party and to perform its obligations hereunder and thereunder.

5.2. As Is Where Is

The Purchaser acknowledges, covenants and agrees that:

5.2.1. except as expressly set forth herein, it is purchasing the Purchased Assets on a strictly "as is, where is" basis as of the time of actual possession, waives delivery of any site disclosure statement for the Lands under the *Environmental Management Act* (British Columbia), and saves the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Lands and Building, and agrees to accept the Lands and Building subject to any outstanding work orders or notices or infractions as to the Closing Date and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements;

5.2.2. with respect to Inventory, certain service or storage providers claim that Vibrant is in arrears of payment of their fees in connection with storing certain Inventory at a storage facility at 5881 Cessna St, Oliver BC, and providing services with respect to harvesting and bottling or storing bulk wine at the Lands. To the extent the Purchased Assets includes such Inventory, the Purchaser assumes all risk, and responsibility for all cost and expense, to retrieve, obtain or use that Inventory, which costs shall not be deducted from the Purchase Price;

5.2.3. the Receiver is not the owner of the Purchased Assets and is making no representations or warranties whatsoever with respect to the Purchased Assets, the occupancy or vacancy of the Lands, or the residency of the registered owners;

5.2.4. the Purchaser has conducted its own assessment and is satisfied that the registered owners of the Lands are not non-residents of Canada within the meaning of the *Income Tax Act* (Canada), and therefore acknowledges and agrees that no amount shall be withheld, deducted, remitted, escrowed or otherwise held back from the Purchase Price pursuant to section 116 of the *Income Tax Act* (Canada) or in connection with the Sale Transaction;

5.2.5. the Purchaser enters into this Agreement relying solely on its own inspections, it has not relied on any documents or information provided by the Receiver or any representation or warranty given by or on behalf of the Receiver concerning the Purchased Assets except as otherwise expressly set out herein and it is the obligation of the Purchaser to satisfy itself (at the Purchaser's sole cost and

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expense) on all matters relating to or affecting the Purchased Assets, including the following:

5.2.5.1. the latent or patent defects, state of repair or condition of the Purchased Assets, environmental, soils, surface and ground water, physical or otherwise, including the presence or absence of Contaminants on, in, under or about the Purchased Assets or any surrounding or neighbouring property;

5.2.5.2. the fitness of the Purchased Assets for the intended use of them by the Purchaser;

5.2.5.3. the general condition and state of any improvements, equipment, utilities or other facilities or systems in, on, under or servicing the Purchased Assets;

5.2.5.4. the boundaries and dimensions of the Purchased Assets;

5.2.6. the Purchaser understands and agrees that the Receiver has no obligation to conduct any investigations, tests or studies or any due diligence review of any kind whatsoever with respect to the any matter relating to the Purchased Assets;

5.2.7. no property condition disclosure statement concerning the Lands and/or Building forms part of this Agreement whether or not such a statement is attached to it;

5.2.8. the Purchaser agrees and acknowledges that if the Receiver has provided the Purchaser with any physical, environmental, financial or other reports or information regarding the Purchased Assets, and for greater certainty the Receiver is under no obligation to do so, any use that the Purchaser may make of such information is strictly at the Purchaser's own risk, and the Receiver makes no representation or warranty as to the accuracy or completeness of any reports or information prepared by any person whatsoever;

5.2.9. the Purchaser forever releases the Receiver and its directors, officers, shareholders, agents and employees from any and all Claims relating to any of the matters set out above in this Section 5.2 and the Purchaser further covenants and agrees that the Receiver and its directors, officers, shareholders, agents and employees shall have no liability or obligation with respect to any of the matters described in this Section 5.2 any and all of which shall, on the Closing Date, be accepted and assumed by the Purchaser;

5.2.10. with respect to environmental matters, and without limiting the generality of the foregoing, the Purchaser agrees that it is responsible to investigate the environmental condition of the Lands to its satisfaction and that it is responsible to satisfy itself, and is relying on its own investigations to verify that the level of Contaminants on or migrating to or from the Lands is satisfactory to the Purchaser and the environmental condition of the Lands is otherwise acceptable;

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5.2.11. the Purchaser unconditionally and irrevocably releases and forever discharges the Receiver and its officers, directors, shareholders, agents, consultants and representatives from any Claims relating to the environmental condition of the Lands or neighbouring properties including any Claims related to the presence of any Contaminants on, under or within the Lands or neighbouring lands or the non-compliance of the Lands or neighbouring properties with any Environmental Laws; and

5.2.12. the provisions of this Section 5.2 shall survive the Closing.

5.3. Purchaser's Representations and Warranties

Subject to Section 5.4, the Purchaser hereby represents and warrants to the Receiver, regardless of any independent investigations that the Receiver may cause to be made, that as at the date of this Agreement:

5.3.1. the Purchaser has the legal capacity and authority to enter into and perform its obligations under this Agreement;

5.3.2. The execution and delivery of this Agreement by the Purchaser does not violate any applicable law or any agreement binding upon the Purchaser;

5.3.3. The Purchaser will be on the Closing Date registered for GST levied under the *Excise Tax Act* (Canada);

5.3.4. no consent, approval, order of any Governmental Authority, declaration, filing or registration with, or notice to, any Governmental Authority is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the consummation of the Sale Transaction except the Approval and Vesting Order; and

5.3.5. the Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada) or the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) and the regulations made thereunder, and will not be as of the Closing Date.

5.4. If this Agreement is assigned to a corporation pursuant to Section 9.10 then, the corporate purchaser shall represent and warrant to the Receiver, regardless of any independent investigations that the Receiver may cause to be made, that as at the date of the Agreement:

5.4.1. the Purchaser is a corporation incorporated and existing under the laws of British Columbia, and is in good standing thereunder with respect to the filing of annual reports;

5.4.2. the Purchaser has the power, authority and capacity to purchase the Purchased Assets;

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5.4.3. the execution and delivery of this Agreement does not conflict with the constating documents or any other agreement binding on the Purchaser or Applicable Law and has been, and the completion of this Agreement will have been, by the Closing Date, duly authorized by all necessary corporate action on the part of the Purchaser;

5.4.4. no consent, approval, order of any Governmental Authority, declaration, filing or registration with, or notice to, any Governmental Authority is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the consummation of the Sale Transaction except the Approval and Vesting Order;

5.4.5. the Purchaser is or will on the Closing Date be registered for GST levied under the *Excise Tax Act* (Canada); and

5.4.6. the Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada) or the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) and the regulations made thereunder, and will not be as of the Closing Date.

6. CONDITIONS PRECEDENT

6.1. Mutual Condition

The obligation of the Parties to complete the transactions contemplated by this Agreement will be subject to the mutual condition (the "**Mutual Condition**"), for the benefit of both the Receiver and the Purchaser that on or before Mutual Condition Date, the Court will have granted the Approval and Vesting Order.

The Mutual Condition is for the mutual benefit of the Receiver and the Purchaser and may not be waived unilaterally by either party. If the Mutual Condition has not been satisfied by the applicable deadline provided for in this Section 6.1, then the Purchaser's and the Receiver's obligation to complete the Sale Transaction pursuant to this Agreement will be at an end. For clarity purposes, the real estate commission in respect of this Agreement, if any, shall be paid only if the sale completes pursuant to the Approval and Vesting Order. The Receiver may, in its sole discretion and on written notice to the Purchaser, extend the Mutual Condition Date by up to 21 days.

6.2. Purchaser's Conditions

The Purchaser's obligation to complete the transactions contemplated by this Agreement is subject to the following conditions for the sole benefit of the Purchaser:

6.2.1. The Purchaser being satisfied, in its sole discretion, with its legal review of the Purchased Assets, title to the Lands, the terms of this Agreement, and the Court approval process;

6.2.2. The Purchaser being satisfied, in its sole discretion, with its accounting, tax and financial review of the transaction;

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6.2.3. The Purchaser being satisfied, in its sole discretion, with the Purchased Contracts, Permits and Licenses proposed to be included in the transaction and the assignability thereof

(collectively the "**Purchaser's Conditions**").

The foregoing conditions shall be deemed waived only upon written notice of waiver from the Purchaser to the Receiver, or its agent, delivered on or before the Purchaser's Condition Date. If the Purchaser does not deliver such written waiver by that time, this Agreement shall automatically terminate and neither party shall have any further obligations to the other except as expressly provided herein.

6.3. Satisfaction and Waiver

The parties agree that if the Mutual Condition and Purchaser's Conditions are not satisfied by the applicable time limited in Sections 6.1 and 6.2, respectively then this Agreement shall automatically be null and void upon the expiry of the applicable time.

6.4. Consideration for and Nature of Conditions

The Purchaser and the Receiver have each paid the other the sum of $10.00 as consideration for their respective rights to remove or waive the conditions set forth in this Article 6 and the parties acknowledge the receipt and sufficiency in all respects of such consideration and the parties acknowledge and agree that although their obligations to complete the sale and purchase contemplated by this Agreement are subject to fulfilment or waiver of such conditions:

6.4.1. the Mutual Condition is not a condition to there being a binding agreement of purchase and sale between the parties respecting the Purchased Assets; and

6.4.2. until the time limited for the fulfilment or waiver of the Mutual Condition (as applicable) has expired, this Agreement is not void, voidable, revocable or, except in the case of default, otherwise capable of being terminated by either of the parties.

6.5. Appeal of Vesting Order

The Purchaser shall support the application for the Approval and Vesting Order and in any appeal thereof. In the event any variation is sought or leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to the Approval and Vesting Order, the Receiver shall promptly notify the Purchaser of such application for leave to appeal, appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice(s) or order(s). Notwithstanding any such appeal or application for leave to appeal, the parties will complete the transactions contemplated herein on the Closing Date without regard to any appeal or application for leave to appeal to vary or set aside the Approval and Vesting Order, unless the Approval and Vesting Order has been stayed. In the event of a stay in respect of the Approval and Vesting Order, the Closing Date shall be automatically extended by 60 days, and the parties will use commercially reasonable efforts to obtain a further order of the Court approving the transactions contemplated herein or lifting the stay, and, following issuance of such order, will complete the transactions contemplated herein as soon as reasonably possible thereafter. In the event that such Court order is not obtained within 60 days of the aforementioned stay, the Purchaser may, on written notice to

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the Receiver, terminate this Agreement, and the Deposit will be returned to the Purchaser, and the parties will have no further obligations to each other hereunder.

7. CLOSING

7.1. Closing

The closing of the purchase and sale of the Purchased Assets (the "**Closing**") shall take place on the Closing Date by electronic exchange of documents between the Receiver's Solicitors and the Purchaser's Solicitors. The Receiver may, in its sole discretion and on written notice to the Purchaser, extend the Closing Date by up to 21 days.

7.2. Risk

The Purchased Assets will be at the risk of the Receiver until completion of Closing on the Closing Date and thereafter at the risk of the Purchaser.

7.3. Receiver's Closing Documents

On or before the Closing Date, the Receiver will deliver to the Purchaser's Solicitors to be held in escrow pending Closing the following documents, duly executed as appropriate and applicable:

7.3.1. a Court certified copy of the Approval and Vesting Order and any other orders as are necessary, all in a form registrable, in all necessary offices required to effect the transfer of the Lands to the Purchaser. The Approval and Vesting Order shall describe the Purchaser exactly as the Purchaser appears on the first page of this Agreement, so the Purchaser shall appear as the owner of the Lands after Closing. The Receiver shall not be bound by any term in this Agreement describing the Purchaser otherwise, or allowing the Purchaser to complete the purchase with a different purchase entity;

7.3.2. a letter from the Receiver's Solicitors to the Land Title Survey Authority or other agency authorizing registration of the Approval and Vesting Order;

7.3.3. if applicable and available in respect of the Sale Transaction, an election under section 167 of the *Excise Tax Act* (Canada);

7.3.4. an assignment and assumption of the Purchased Contracts wherein the Receiver assigns to the Purchaser, and the Purchaser assumes, the rights and obligations under the Purchased Contracts as of the Closing Date and the Purchaser indemnifies the Receiver for all Liability under the Purchased Contracts whether arising before or after Closing;

7.3.5. a general conveyance and assignment in respect of the Receiver's right, title and interest in and to the remaining Purchased Assets;

7.3.6. the Closing Statement;

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7.3.7. all keys and master keys to all units and facilities of the Purchased Assets in the Receiver's possession;

7.3.8. such other documents as the Purchaser's Solicitors may reasonably require to document the sale and purchase contemplated herein.

7.4. **Purchaser's Closing Documents**

At the Closing, following delivery into escrow by the Receiver of those documents described in Section 7.3, the Purchaser will execute and deliver to the Receiver's Solicitors in escrow the following:

7.4.1. a bank draft or certified cheque, payable to the Receiver or as the Receiver may direct, in an amount equal to the adjusted Purchase Price due to the Receiver on the Closing Date;

7.4.2. an assignment and assumption of Permitted Encumbrances;

7.4.3. an assignment and assumption of the Purchased Contracts wherein the Receiver assigns to the Purchaser, and the Purchaser assumes, the rights and obligations under the Purchased Contracts as of the Closing Date and the Purchaser indemnifies the Receiver for all Liability under the Purchased Contracts whether arising before or after Closing;

7.4.4. a bring-down certificate dated as of the Closing Date certifying that the representations and warranties of the Purchaser in this Agreement are true and correct in all material respects as at the Closing Date and that the Purchaser's covenants and agreements to be observed or performed on or before the Closing Date pursuant to the terms of this Agreement have been duly observed and performed in all material respects;

7.4.5. the GST Certificate or an election under section 167 of the *Excise Tax Act* (Canada); and

7.4.6. such other documents as the Receiver's Solicitors may reasonably require to document the sale and purchase herein.

7.5. **Form of Documents**

All documents referred to in Sections 7.3 (except the letter referred to in Section 7.3.2) and 7.4 and not scheduled to this Agreement shall be prepared by the Purchaser's Solicitors (and delivered to the Receiver's Solicitors for review no later than three (3) Business Days before the Closing Date) and shall be in form and substance approved by the Purchaser's Solicitors and the Receiver's Solicitors, each acting reasonably.

7.6. **Closing Escrow**

All documents, funds and cheques or bank drafts delivered by the Purchaser and the Receiver, except the documents referred to in paragraph 7.3.1 and 7.3.2 shall be held in escrow by the

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Purchaser's Solicitors and the Receiver's Solicitors until the documents referred to in paragraph 7.3.1 and 7.3.2 have been accepted for registration in the Land Title Office and a satisfactory post index check search has been received showing that title to the Lands will be registered in the name of the Purchaser subject only to the Permitted Encumbrances and any encumbrances granted by or claimed through the Purchaser at which time all documents and monies will be released to the appropriate parties.

It will be a condition of the Closing that all matters of payment, execution and delivery of documents by each party to the other and the acceptance for registration of documents in the Land Title Office, all pursuant to the terms hereof, shall be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the Closing until everything required as a condition precedent at the Closing has been paid, executed and delivered and until title in and to the Lands will be registered in the name of the Purchaser as aforesaid.

Upon completion of all other steps of the Sale Transaction the Receiver shall file the Receiver's Certificate with the Court and provide the Purchaser's Solicitors with a copy of same.

7.7. Purchaser's Financing

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Closing Date, may wait to pay the Purchase Price to the Receiver until after the new mortgage documents have been submitted for registration in the Land Title Office, but only if, before such submission, the Purchaser has:

7.7.1. deposited with the Purchaser's Solicitors that portion of the Purchase Price not secured by the new mortgage so that, when added to the new mortgage proceeds, the Purchaser's Solicitors will hold enough funds to complete the transaction in accordance with the approved statement of adjustments;

7.7.2. fulfilled all the new mortgagee's conditions for funding except submitting the mortgage for registration; and

7.7.3. made available to the Receiver, a lawyer's undertaking to pay the Purchase Price upon the submission for registration of the new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

8. RECEIVER CAPACITY AND NO PERSONAL LIABILITY

8.1. Capacity

The Receiver is not contractually or otherwise liable to any party in any way under this Agreement and shall not be under any obligation to advocate for the Court's acceptance of the Agreement. The only obligation of the Receiver will be to facilitate the completion of

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a sale once all conditions have been met and complied with, including the Approval and Vesting Order, subject to the Receiver's discretion.

8.2. **Court-Appointed Officer**

The Purchaser acknowledges that the Receiver is an officer of the Court and is subject to the directions and orders of the Court. Nothing in this Agreement shall be construed as limiting the Receiver's obligations to the Court or the authority of the Court over the Receiver.

8.3. **No liability**

The Receiver is not and shall not be liable to the Purchaser nor to anyone claiming by, through or under the Purchaser for any damages, costs or expenses for damage caused to the Purchased Assets by the registered owner of the Purchased Assets or their tenants, guests, assigns, agents or by persons unknown.

9. **GENERAL**

9.1. **Joint and Several**

Where the Purchaser is made up of more than one person, the obligations and liabilities of such persons are joint and several.

9.2. **Further Assurances**

The Purchaser shall execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Agreement. The Receiver will execute such further documents as may reasonably be required by the Purchaser to give effect to the sale of the Purchased Assets at the sole cost and expense of the Purchaser, provided that nothing in this Agreement shall create any obligation on the part of the Receiver to take any action after the date that is 30 days after the Closing Date.

9.3. **No Merger**

The parties agree that the execution and delivery of the closing documents according to Article 7 is not intended to and shall not in any way merge or otherwise restrict the terms, covenants, conditions, representations, warranties or provisions made or to be performed or observed by the parties contained in this Agreement other than their respective obligations to deliver the said closing documents.

9.4. **Entire Agreement**

This Agreement constitutes the entire agreement between the Receiver and the Purchaser pertaining to the purchase and sale of the Purchased Assets and supersedes all prior agreements and undertakings, negotiations and discussions, whether oral or written, of the Receiver and the Purchaser and there are no warranties, representations, covenants or agreements between the Receiver and Purchaser except as set forth herein.

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9.5. **Amendment and Waiver**

Subject to Section 9.8, this Agreement may only be altered or amended by an agreement in writing executed by the Purchaser and the Receiver. No waiver of any provision of this Agreement is binding unless it is executed in writing by each party to be bound. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision nor will any waiver constitute a continuing waiver unless otherwise expressed or provided.

9.6. **Notices**

Any notice, document or communication required or permitted to be given hereunder shall be in writing and delivered by hand or electronic transmission to the party to which it is to be given as follows:

To the Receiver:

DELOITTE RESTRUCTURING INC.
410 West Georgia Street
Vancouver, B.C. V6B 0S7
Attention: Jeff Keeble
Email: jkeeble@deloitte.ca

With a copy to:

Owen Bird Law Corporation
733 Seymour St #2900
Vancouver, B.C. V6B 0S6
Attention: Scott Stephens
Email: sstephens@owenbird.com

To the Purchaser:

GEORGE BOYCHUK and DONNA GALLIVAN
Attention: Mr. Boychuk and Ms. Gallivan
Email: dgallivan123@yahoo.ca

With a copy to:

Touchstone Law Group LLP
#208 – 1664 Richter Street,
Kelowna, B.C. V1Y 8N3
Attention: Colton Horne
Email: Colton@touchstone.law

or to such other address in the province of British Columbia as either party may in writing advise. Any notice, document or communication will be deemed to have been given when delivered or when transmitted by electronic means and received.

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9.7. **Fees and Taxes**

9.7.1. Each of the parties will pay its own legal fees and fees of its consultants. The Purchaser shall pay all registration and property transfer taxes payable in connection with its purchase of the Purchased Assets.

9.7.2. The Purchaser acknowledges that the Purchase Price is exclusive of any sales taxes payable, including GST and PST.

9.7.3. The Purchaser shall be responsible for and pay all federal and provincial sales and other taxes payable by a purchaser upon or in connection with the conveyance or transfer of the Purchased Assets, including GST, provided, however, that the Purchaser shall not be required to pay GST to the Receiver on Closing to the extent it is not required to do so under the *Excise Tax Act* (Canada) if it delivers a certificate containing an undertaking and indemnity (the "**GST Certificate**") certifying, *inter alia*, that it is purchasing the Purchased Assets on its own behalf and not as trustee or agent for any third parties, confirming the Purchaser's GST registration number and confirming that its registration is in full force and effect on Closing and has not been revoked or waived and that the Purchaser will indemnify and save harmless the Receiver and their shareholders, directors, officers, employees, advisors and agents from all Claims incurred, suffered or sustained as a result of a failure by the Purchaser:

9.7.3.1. to pay any federal or other taxes payable by the Purchaser in connection with the conveyance or transfer of the Purchased Assets whether arising from a reassessment or otherwise, including GST; and/or

9.7.3.2. to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Purchased Assets.

9.7.4. The Purchaser acknowledges that it may be liable to pay British Columbia provincial sales tax ("**PST**") in respect of its purchase of some or all of the Purchased Assets. To the extent permitted under the *Provincial Sales Tax Act* (British Columbia), the Purchaser will report and remit as required by Applicable Law any such PST that is due directly to the applicable taxing authority, and otherwise will pay to the Receiver an amount equal, to the PST (if any) payable by the Purchaser and collectible by the Receiver in connection with the acquisition of the Purchased Assets on Closing together with the balance of the Purchase Price. The Purchaser will indemnify and hold the Receiver and their directors, officers, employees, advisors and agents harmless from any Liability related to the Purchaser's or the Receiver's failure to account for, or report and remit such PST and such indemnity will survive Closing.

9.7.5. Notwithstanding the above, the Receiver will cooperate with the Purchaser to execute any election available that may reduce or defer the amount or due date of

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any GST, PST, or other tax payable by the Purchaser provided such election will not result in any increased cost or tax liability for the Receiver. At the Closing, if available in respect of the Sale Transaction, each of the Receiver and the Purchaser shall execute jointly an election under subsection 167(1) of Part IX of the *Excise Tax Act* (Canada), in the prescribed form and within the prescribed time therefor, in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such election with the Canada Revenue Agency.

9.8. **Time**

Time shall be of the essence of this Agreement, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Receiver and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.

If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day.

9.9. **Tender**

Any tender of documents or money may be made upon the party being tendered or upon its solicitors and money may be tendered by wire transfer (including by way of the Large Value Transfer System as required), solicitor's certified trust cheque or certified cheque.

9.10. **Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns and reference to any party includes reference to its successors and permitted assigns.

9.11. **Assignment**

The parties hereto expressly acknowledge and agree that the rights of the Purchaser under this Agreement may not be assigned without the prior written consent of the Receiver. Notwithstanding the foregoing, the Purchaser may assign this Agreement to a corporation nominated by the Purchaser on or before the Purchaser's Condition Date by written notice to the Receiver or its agent. Provided that any profit from the assignment shall be paid to the Receiver. The parties agree to execute such amendments to this Agreement and such other documents as may be reasonably necessary to give effect to such assignment. Following such assignment and amendment, all references to the Purchaser in this Agreement shall be deemed to refer to the assignee corporation, and any application for the Approval and Vesting Order thereafter submitted to the Court shall identify the assignee corporation as the Purchaser.

9.12. **Counterparts**

This Agreement may be executed in counterparts and when each party has executed a counterpart each of such counterparts shall be deemed to be an original and all of such counterparts when taken together shall constitute one and the same agreement.

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9.13. **Execution Electronically**

This Agreement or a counterpart hereof may be executed by a party hereto and transmitted electronically and if so executed and transmitted this Agreement will be for all purposes as effective and binding upon such party as if such party had delivered an originally executed document.

[*the next page is the signature page*]

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IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

PURCHASER

Authentisign
George Boychuk 10/22/26
GEORGE BOYCHUK

Authentisign
Donna Gallivan 10/22/26
DONNA GALLIVAN

RECEIVER

DELOITTE RESTRUCTURING INC., solely in its capacity as court-appointed receiver of the Purchased Assets, and not in its personal or corporate capacity

Per: _____
Authorized Signatory

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SCHEDULE "A"

PART 1 - LEGAL DESCRIPTION OF THE LANDS

Parcel Identifier: 004-231-384

Lot 2 Section 15 Township 26 Osoyoos Division Yale District Plan 3379

PART 2 - PERMITTED ENCUMBRANCES

Those exceptions and limitations set out in Section 23(2) of the *Land Title Act* (British Columbia), including those exceptions and reservations contained in the original Crown grant or contained in any other grant or disposition from the Crown;

Legal Notations

This Title may be Affected by a Permit Under Part 14 of the Local Government Act, See CA6217789

This Certificate of Title may be Affected by the Agricultural Land Commission Act See Plan M11328

Charges, Liens and Interests:

Statutory Right of Way KG29257

Statutory Right of Way KM4008

Statutory Right of Way CA3676385

Statutory Right of Way CA3676386

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SCHEDULE B

PURCHASED CONTRACTS

Vendor	**Service**
Commerce 7	E-Commerce platform
Telus	Phone lines
Wine Works	Website hosting
Word Press	Website development
Tops Office	Phone hardware

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SCHEDULE C
PERMITS AND LICENSES

Liquor and Cannabis Regulation Branch Winery License #303633 issued to Vibrant

City of Kelowna 2026 Business License Account No. 4069306

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SCHEDULE D

PURCHASE PRICE ALLOCATION

The allocation of the Purchase Price among the Purchased Assets shall be determined by the Purchaser, acting reasonably, and provided to the Receiver on or before the Purchaser's Condition Date.

Lands and the Buildings		
	Residential home	$
	Remaining Lands and Buildings	$
Permits and Licenses		$
Inventory		$
Chattels (other than Equipment)		$
Equipment		$
Intellectual Property and Goodwill		$
Purchased Contracts and Business Records		$
TOTAL:		$3,650,000.00

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SCHEDULE E

EXCLUDED ASSETS

1. Cash, including customer deposits and other unearned revenues
2. All personal property in the residential home located on the Lands
3. Accounts Receivable

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SCHEDULE F

CHATTELS (INCLUDING EQUIPMENT)

The following sets forth certain tangible personal property of Vibrant Vine Winery Inc. included in the Purchased Assets. All such assets are sold on an "as is, where is" basis and include all replacements, attachments, and accessories related thereto. The Receiver makes no representations or warranties as the completeness or accuracy of this listing.

Category	Description of Chattels (Including Equipment)
Furniture and Fixtures	Tables (including large, small, foldable, and high-top tables); chairs and seating; couches; cabinets; shelving units; wine racks; and other general furniture, fixtures, and décor items used in connection with the Business
Entertainment Equipment	Stage and related entertainment equipment
Refrigeration and Cooling Equipment	Refrigerators, freezers, and other cooling units used in connection with the operation of the Business
Kitchen and Food Preparation Equipment	Ovens (including pizza ovens); griddle; microwaves; kettles; dishwashers (including industrial dishwashing equipment); ice machines; and other food preparation appliances
Work Surfaces and Storage Equipment	Metal preparation tables, work tables, storage racks, shelving systems, and other storage or workspace equipment
Warehouse and Material Handling Equipment	Ladders; shrink-wrap machine; pallet dollies; mini dollies; carts; and other material handling and packaging equipment and electric forklift
Maintenance and Miscellaneous Equipment	Water dispensers; tools; and other general maintenance and utility equipment
Office and IT Equipment	Office furniture, including desks and tables; computers; point-of-sale systems; and associated IT equipment and peripherals
Retail and Cashier Equipment	Point-of-sale counters, display fixtures, shelving, and related retail equipment
Inventory	Bottled, canned and bulk (stored in tanks) wine and artwork
Winery Equipment	Stainless steel tanks, 1000-liter plastic totes, pump and filter
General	All other furniture, fixtures, equipment, tools, supplies, and chattels located on the Lands used in connection with the Business, whether or not specifically listed above, excluding any Excluded Assets

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SCHEDULE D

GB DG

PURCHASE PRICE ALLOCATION

The allocation of the Purchase Price among the Purchased Assets shall be determined by the Purchaser, acting reasonably, and provided to the Receiver on or before the Purchaser's Condition Date.

Lands and the Buildings		
	Residential home	$949,320.00
	Remaining Lands and Buildings	$2,505,680.00
Permits and Licenses		$2,000.00
Inventory		$61,000.00
Chattels (other than Equipment)		$12,000.00
Equipment		$120,000.00
Intellectual Property and Goodwill		Nil
Purchased Contracts and Business Records		Nil
TOTAL:		$3,650,000.00