SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
NOV 23 2026
ENTERED

NO. VLC-S-S-262560
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

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

RESPONDENTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE JUSTICE MARZARI) 23/NOV/2026

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

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "**Transaction**") contemplated by the Purchase and Sale Agreement dated November 23, 2026 (the "**Sale Agreement**") between the Receiver, as vendor and Rosemary Pawliuk + Carlos Brito (the "**Purchaser**"), a copy of which will be exhibited to an affidavit to be filed, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the

Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets (as defined in the Sale Agreement).

2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "D"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "A"** hereto shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court made April 15, 2026; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule "B"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "C"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. Upon presentation for registration in the Land Title Office of a certified copy of this Order, together with a letter from Owen Bird Law Corporation, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:

   (a) enter the Purchaser as the owner of the Lands, as identified in Schedule "A" hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

   (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule "C".

4. Subject to the terms of the Receivership Order made herein on April 15, 2026, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and

from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

5. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.

6. Subject to the terms of the Sale Agreement, possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 5:00 pm on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "C".

7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

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

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

10. Notwithstanding:

    (a) these proceedings;

    (b) any applications for a bankruptcy order in respect of the Debtors now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

    (c) any assignment in bankruptcy made by or in respect of the Debtors or any of them,

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

constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

12. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

13. Approval as to the form of this order by any person other than Receiver's counsel is hereby dispensed with.

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

Signature of Scott H. Stephens, counsel for
Deloitte Restructuring Inc.

BY THE COURT

REGISTRAR

CHECKED

Schedule A – Purchased Assets

The Purchased Assets are:

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

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

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

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

A. the Permits and Licenses;

B. the Intellectual Property;

C. the Chattels (including the Equipment);

D. the Inventory;

E. the Purchased Contracts;

F. the Business Records; and

G. the Goodwill,

(all terms as defined in the Sale Agreement).

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

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

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

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

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

The Purchasers are purchasing the Lands subject to:

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

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

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

Schedule D – Receiver's Certificate

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AND:

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

RESPONDENTS

RECEIVER CERTIFICATE

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

1. All terms and conditions under the Purchase and Sale Agreement dated November 13, 2026 (the "**Sale Agreement**") up to and including the Closing Date have either been satisfied or waived.

2. The Receiver confirms that the Purchaser has paid the purchase price to the Receiver and that the Transaction has completed.

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

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

Per:_____
Jeff Keeble

Action No. S-262560

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

Petitioner

- and -

VIBRANT VINE WINERY INC. et al

Respondents

B.C. MODEL APPROVAL AND VESTING ORDER