

Vancouver

11-Sep-24

REGISTRY

COURT FILE NUMBER S-235306
VANCOUVER REGISTRY
ESTATE NO. 11-254535

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE RECEIVERSHIP OF
1239583 B.C. LTD.**

SECOND REPORT OF THE RECEIVER

SEPTEMBER 10, 2024

SECOND REPORT OF THE RECEIVER

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INTRODUCTION

1. On September 8, 2023 (the “**Receivership Date**”), FTI Consulting Canada Inc. was appointed as receiver and manager (the “**Receiver**”) of all of the assets, undertakings and property (the “**Property**”) of 1239583 B.C. Ltd. (“**123**” or the “**Company**”), including its predecessor prior to amalgamation, 1134759 B.C. Ltd. (“**113 BC**”), pursuant to an Order of the Supreme Court of British Columbia (the “**Receivership Order**”).
2. The Property includes real property of an approximately 160-acre parcel of land located at 9250 Somers Rd., Port Alberni, British Columbia and legally described as PID: 008-620-741 District Lot 72, Alberni District (the “**Farm**”) as well as various farm machinery and equipment. Prior to the Receivership Date, the Company’s principal business was the planting and growing of vegetable crops, including broccoli, cauliflower and pumpkins.
3. On October 24, 2024, this Honourable Court granted an order (the “**Bankruptcy Assignment Order**”) authorizing and directing the Receiver to file an assignment in bankruptcy for 123, pursuant to Section 49 of the *Bankruptcy and Insolvency Act*, RSC, 1985, c B-3 (the “**BIA**”). The Receiver made an assignment in bankruptcy on behalf of the Company on November 21, 2023.
4. The Receivership Order authorizes the Receiver to, among other things, take possession of and exercise control over the Property and sell the Property or any parts thereof with the approval of this Honourable Court.
5. Concurrent with this second report of the Receiver (the “**Second Report**”), the Receiver intends to file a notice of application for the following orders:
 - a. an order (the “**Approval and Vesting Order**”) approving the residential contract of purchase and sale dated July 18, 2024, and assignment of contract and purchase of sale addendum, dated August 16, 2024 (collectively, the “**Purchase**

Agreement") between the Receiver and Brian Dielissen and Lisa Marie Dielissen (the "**Buyers**") with respect to the Farm and vesting the Farm in the Buyers, free and clear of any encumbrances; and

- b. an order (the "**Discharge and Distribution Order**") that provides for:
 - i. approving the Receiver's activities since the Receivership Date;
 - ii. approving the Receiver's fees and its legal counsel's fees as outlined in this Second Report;
 - iii. discharging the Receiver in these proceedings; and
 - iv. authorizing and directing the Receiver to repay the Receiver Borrowings and distribute the remaining net proceeds to National Bank of Canada ("**NBC**") in respect of its outstanding loans to 123.

6. The purpose of this Second Report is to provide this Honourable Court with information with respect to the following:
 - a. the Receiver's activities since the report dated October 11, 2023 (the "**First Report**");
 - b. a summary of the marketing process undertaken by the Receiver and its real estate agent Landquest Realty Corp. ("**Landquest**") which has resulted in the Purchase Agreement;
 - c. a summary of the Receiver's interim statement of cash receipts and disbursements ("**R&D**");

- d. a summary of the independent review of NBC's security prepared by the Receiver's legal counsel, McCarthy Tétrault LLP;
 - e. the proposed distribution of the net proceeds of realization to NBC;
 - f. a summary of the professional fees and disbursements of the Receiver and its legal counsel; and
 - g. the Receiver's conclusions and recommendations.
7. The Receivership Order and other publicly available information in respect of these proceedings is posted on the Receiver's website at <http://cfcanada.fticonsulting.com/123/>.

TERMS OF REFERENCE

8. In preparing this Second Report, the Receiver has relied upon audited and unaudited financial information, other information available to the Receiver and, where appropriate, the Company's books and records and discussions with various parties (collectively, the "**Information**").
9. Except as described in this Second Report:
- a. the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook; and
 - b. the Receiver has not examined or reviewed financial forecasts and projections referred to in this Second Report in a manner that would comply with the procedures described in the Canadian Institute of Chartered Accountants Handbook.

10. Future-oriented financial information reported or relied on in preparing this Second Report is based on assumptions regarding future events. Actual results may vary from forecasts and such variances may be material.

11. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

RECEIVER'S ACTIVITIES

12. The Receiver's activities since the First Report include, among other things, the following:
- a. providing periodic updates to NBC in its capacity as senior secured lender to the Company as well as NBC's legal counsel;
 - b. commissioning a property appraisal which aided the Receiver in its analysis of the value and condition of the Farm;
 - c. winding down all farming operations other than certain limited activities to protect and preserve the value of the Farm;
 - d. engaging a security guard to secure and preserve the value of the Farm;

- e. delivering letters on or around October 12, 2023, to individuals who were living at the Farm. The Receiver was advised by the principal of 123 that the subject individuals were employees of 1366328 BC Ltd. (“**136**”), a related party who asserted that it had a lease over the Farm (the “**Lease**”). However, the principal of 123 advised that none of the individual workers had tenancy agreements with the Company. Despite the lack of any formal relationship to the Company and given the limited information about the individual tenancies, the Receiver, provided the individuals with Residential Tenancy Act Notices to end Tenancy (the “**Tenancy Notices**”) in accordance with the *Residential Tenancy Act*, SBC 2002, c 78 (the “**RTA**”) and facilitated their care and relocation during the notice period;
- f. responding to a Notice of Dispute Resolution Proceeding (the “**Notice of Dispute**”) which was filed by 136 with the Residential Tenancy Branch (the “**RTB**”) on or about November 25, 2023, with respect to the Tenancy Notices. The Notice of Dispute resulted in an application with the RTB (“**RTB Application**”). A hearing with the RTB was scheduled for January 25, 2024 and rescheduled for April 18, 2024, at which time the RTB Application was dismissed when no representative for the individuals or 136 attended the Application. A copy of the RTB Application decision dated April 18, 2024 is attached as **Appendix “D”**;
- g. attending discussions with Kubota Canada Ltd. (“**Kubota**”) who seized farm equipment (the “**Kubota Equipment**”) prior to the Receivership Date. Kubota was owed approximately \$350,000 with respect to finance leases for the Kubota Equipment. Kubota subsequently realized on the Kubota Equipment. The recoveries for this sale were not sufficient to repay the amounts owed to Kubota including bailiff and transaction costs. The Receiver therefore did not receive any recoveries from the Kubota Equipment;

- h. reviewing the value of certain other farm equipment (the “**Miscellaneous Equipment**”) which was also located on the Farm at the Receivership Date. The Miscellaneous Equipment was in various states of disrepair and the Receiver, following consultation with an auction house, determined the Miscellaneous Equipment had no recoverable value;
- i. reviewing the opinion of an agricultural consultant who provided the Receiver with an assessment on the standing crops at the Farm. The agricultural consultant determined that the crops were dug under and had no recoverable value;
- j. engaging a bailiff to seek to locate a 2011 Newmar motorhome (the “**Motorhome**”) which was removed from the Farm subsequent to the Receivership Date. The Motorhome was purported to be sold by the Company to a related party prior to the Receivership Date. Ultimately, the bailiff was unsuccessful in locating the Motorhome, which remains subject to security in favour of NBC;
- k. corresponding with the RCMP with respect to certain matters involving the conduct of the principal of the Company;
- l. engaging Landquest to act as listing agent to market the Farm for sale and responding to various offers and inquiries in respect of the marketing efforts;
- m. assigning the Company into bankruptcy on November 21, 2023 pursuant to the Bankruptcy Assignment Order; and
- n. preparing this Second Report.

SUMMARY OF MARKETING PROCESS

13. The Receiver solicited competing proposals from three real estate agents to act as listing agent for the Farm. The Receiver, in consultation with NBC, reviewed the proposals and selected Landquest to act as the exclusive listing agent.
14. The Receiver's decision to engage Landquest was based on:
 - a. Landquest's extensive experience with properties located in rural Western Canada and specifically on Vancouver Island, where their proposed marketing strategy would target the wide range of interested parties that would be likely to transaction on this type of property;
 - b. the commission structure was competitive with the other proposals received; and
 - c. the proposed listing price.
15. On or around February 20, 2024, Landquest listed the Farm for sale. The original list price was \$2.8 million and the price was revised twice during the process to \$2.49 million on April 16, 2024 and \$2.19 million on June 24, 2024.
16. The marketing campaign (the "**Marketing Process**") undertaken by Landquest included, among other things, the following:
 - a. website listings on Realtor.ca and Landquest.com;
 - b. social media posts on Facebook, YouTube and Instagram;
 - c. placing advertisements in the National Post, BC Outdoors Magazine and Beef in BC Magazine; and

- d. distributing physical mailout flyers to approximately 1,750 addresses in the areas immediately surrounding the Farm

(collectively, the “**Marketing Notices**”).

17. Over the course of the Marketing Process, the following interest was shown in the Farm:

- a. the website listing received over 10,000 views;
- b. social media posts reached over 20,000 individuals;
- c. print media ads were run approximately once a month;
- d. 30 parties called or messaged Landquest to inquire about the Farm;
- e. 12 parties completed an in-person site tour of the Farm; and
- f. three offers were received.

18. On July 18, 2024, the Receiver entered into the Purchase Agreement in respect, a copy of which is attached as **Appendix “A”**.

Purchase Agreement

19. The key commercial terms of the Purchase Agreement are summarized as follows:

- a. the purchase price shall be \$1.75 million (the “**Purchase Price**”);
- b. a deposit of \$100,000 is to be held by the Buyers’ real estate agent in trust and will form part of the Purchase Price;

- c. it is conditional upon financing, which has since been satisfied on August 16, 2024;
- d. it is conditional upon the approval of this Honourable Court; and
- e. closing is to occur no later than 30 days after the Purchase Agreement is approved by this Honourable Court.

Receiver's Comments

20. The Receiver's comments with respect to the Purchase Agreement are as follows:
- a. the Marketing Process undertaken by Landquest was fair and transparent and provided all participants with equal access to information and opportunity to submit an offer;
 - b. the offer represents the highest and best purchase price offered for the Farm;
 - c. a timely transaction to sell the Farm will mitigate the ongoing costs of preserving the Farm and administering the Receivership;
 - d. the sale is supported by NBC as the primary affected creditor; and
 - e. overall, it is the Receiver's view that completing the transaction contemplated by the Purchase Agreement is reasonable in the circumstances and is the best interest of 123's creditors.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

21. The Receiver's interim R&D for the period of September 8, 2023 to September 5, 2024 is summarized below:

R&D	
For the period of September 8, 2023 to September 5, 2024	
\$000s	
Receipts	
Receiver Borrowings	\$ 400
Total Receipts	400
Disbursements	
Property and Liability Insurance	(48)
Operating Expenses	(47)
Appraisal Fees	(11)
Property Taxes	(3)
Bank Fees and Interest	(23)
GST/PST	(16)
Receiver's Fees and Expenses	(144)
Legal Fees and Expenses	(65)
Total Disbursements	(356)
Net Cash on Hand	\$ 44

22. The key components of the R&D are described as follows:
- a. The Receiver has borrowed \$400,000 from NBC under a Receiver’s Certificate which is secured by the Receiver’s Borrowings Charge as defined in the Receivership Order;
 - b. Property and Liability Insurance related to insurance premiums for the Farm and Miscellaneous Equipment located thereon;
 - c. Operating expenses includes costs for, among other things, a security guard, property maintenance and other miscellaneous expenses;
 - d. Appraisal fees to an appraisal of the farm and advice from agricultural experts on the potential value of the Company’s crops;
 - e. Property Taxes include current and arrears property taxes in respect of the Farm;

- f. Bank Fees and Interest charged on the Receiver's bank account and the advanced under a Receiver's Certificate; and
- g. Professional fees for the Receiver and the Receiver's legal counsel are described in further detail below.

SECURITY REVIEW

- 23. The Company's primary secured creditor is NBC which is owed approximately \$6.0 million as of July 19, 2023 plus accruing interest for amounts drawn on four credit facilities in addition to being owed \$400,000 in respect of the Receiver Borrowings.
- 24. The security documents in favour of NBC with respect to the Property include the following:
 - a. a general security agreement dated February 22, 2022 (the "**123 GSA**") and granted by the Company;
 - b. a general security agreement dated February 22, 2022 (the "**113 GSA**") granted by the amalgamation predecessor of the Company, 113 BC. The Security Agreements have both been registered in the British Columbia Personal Property Registry system; and
 - c. a mortgage (the "**Mortgage**") registered with the British Columbia Land Title Office on March 3, 2022, granted by 113 BC with respect to the Farm.

(the Mortgage collectively with the 123 GSA and 113 GSA, are hereafter defined as the "**Security Agreements**").
- 25. The Receiver's legal counsel has completed an independent review of the security held by NBC over the Property granted by the Secured Agreements. McCarthy Tétrault has opined

that the security granted by the Company in favour of NBC by the Security Agreements create a valid and enforceable security interest in respect of the Property, including the Farm, in British Columbia, where the Property and the Farm are located, subject to standard qualifications and assumptions.

PROPOSED DISTRIBUTION

26. The Discharge and Distribution Order seeks for the estate funds to be distributed as follows:
- a. a repayment of the Receiver's Borrowings of \$400,000; and
 - b. distribution of the remaining funds, net of costs to complete the administration of the receivership proceedings, to NBC.
27. The estimated net proceeds available for distribution to NBC is set out in the table below:

Proposed Distribution \$000s	
Cash on Hand	\$ 44
Proceeds of Purchase Agreement (Net of Commissions)	1,676
Less:	
Repayment of Receiver's Borrowings	(400)
Estimated Costs to Complete	(40)
Estimated Net Cash Available for Distribution to NBC	<u>\$ 1,280</u>

28. The estimated costs to complete the administration of the receivership proceedings are largely comprised of accrued professional fees of the Receiver and the Receiver's legal counsel as well as for final operating expenses to be incurred between this Second Report and the closing of the Purchase Agreement.

29. Following the closing of the Purchase Agreement, there will not be any further recoveries to the estate.

SUMMARY OF PROFESSIONAL FEES

30. The professional fees and disbursements of the Receiver and its legal counsel, including invoiced and paid amounts are set out in the below table:

Summary of Professional Fees for the Receiver and its Legal Counsel						
For the period of September 8, 2023 to September 5, 2024						
Firm	Fees	Disbursements	GST	PST	Total	
FTI Consulting Canada Inc.	\$ 140,273	\$ 3,344	\$ 7,181	\$ -	\$ 150,798	
McCarthy Tetrault LLP	64,236	561	3,237	4,496	72,530	
Total	\$ 204,509	\$ 3,904	\$ 10,418	\$ 4,496	\$ 223,327	

31. Attached as **Appendix “B”** is a summary of the Receiver’s professional fees indicating name, position, hourly rate and hours charged by the Receiver’s professional staff, details of its out of pocket disbursements and copies of its invoices.
32. Attached as **Appendix “C”** is a summary of statements of account of the professional fees and disbursements charged by the Receiver’s legal counsel.
33. The Receiver considers that the fees and disbursements charged by its legal counsel have been necessarily incurred and that the hours and rates charged are fair and reasonable in the circumstances.
34. The Receiver and its legal counsel anticipate having additional fees and disbursements of approximately \$25,000 to complete the administration of the Receivership proceedings, including accrued and unpaid amounts.

RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS

35. The Farm has been broadly marketed in a fair and transparent manner and the Purchase Agreement represents the best available recovery in the circumstances. Upon the closing of the Purchase Agreement, the Receiver's administration of the Receivership proceedings will be substantially complete.
36. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grants the following orders;
- a. the Approval and Vesting Order; and
 - b. the Discharge and Distribution Order.

All of which is respectfully submitted this 10th day of September 2024.

FTI Consulting Canada Inc.
in its capacity as Receiver of
1239583 B.C. Ltd.



Tom Powell
Senior Managing Director



Robert Kleebaum
Senior Director

Appendix A

Purchase Agreement dated July 18, 2024
and amending documents

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL**

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller or the seller's brokerage or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
 - (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
 - (c) The buyer's lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.

Since the seller is entitled to the seller's proceeds on the completion date, and since the sequence described above takes a day or more, it is strongly recommended that the buyer deposits the money and the signed documents at least two days before the completion date, or at the request of the conveyancer, and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.

While it is possible to have a Saturday completion date using the Land Title Office's electronic filing system, parties are strongly encouraged not to schedule a Saturday completion date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the buyer are taking

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL** (continued)

out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

- Lawyer or notary Fees and Expenses:
 - attending to execution documents
- Costs of clearing title, including:
 - investigating title, *BK*
 - discharge fees charged by encumbrance holders,
 - prepayment penalties.
- Real Estate Commission (plus GST).
- Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

- Lawyer or notary Fees and Expenses:
 - searching title,
 - drafting documents.
- Land Title Registration fees.
- Survey Certificate (if required).
- Costs of Mortgage, including:
 - mortgage company's lawyer/notary,
 - appraisal (if applicable),
 - Land Title Registration fees.

- Fire Insurance Premium.
- Sales Tax (if applicable).
- Property Transfer Tax.
- Goods and Services Tax (if applicable).

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In addition to the above costs there maybe financial adjustments between the seller and the buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.
8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. Among the obligations included in Section 53 of the Real Estate Services Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and the seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer/accountant.
12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.



THE CANADIAN BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Mid-Island Realty DATE: July 18 2024

ADDRESS: 4201 Johnston Rd. Port Alberni BC V9Y5M8 PHONE: (250) 723-5666

PREPARED BY: John Stilinovic PREC* MLS® NO: 953527

BUYER: Brian Dielissen

SELLER: FTI CONSULTING CANADA INC

BUYER: _____

SELLER: in its capacity as court appointed Receiver of 1239583

BUYER: _____

SELLER: BC Ltd. and not in its personal capacity

ADDRESS: 5247 Headquarters Road

ADDRESS: _____

Courtenay BC

Canada PC: V9J 1M1

_____ PC: _____

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 27.

PROPERTY:

9250 Somers Rd

UNIT NO. ADDRESS OF PROPERTY

Port Alberni BC V6B 4N7

CITY/TOWN/MUNICIPALITY POSTAL CODE

008-620-741

PID OTHER PID(S)

DISTRICT LOT 72, ALBERNI DISTRICT

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- 1. **PURCHASE PRICE:** The Purchase Price of the Property will be \$1,750,000.00
One Million Seven Hundred Fifty Thousand

_____ DOLLARS (Purchase Price).

If the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ _____

_____ (Rescission Amount). The foregoing Rescission Amount is set out herein for notice purposes only and, to the extent there is an inconsistency between the foregoing sentence and the Home Buyer Rescission Period Regulation, the latter will govern and prevail. The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

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BUYER'S INITIALS

SELLER'S INITIALS

PROPERTY ADDRESS

2. **DEPOSIT:** A deposit of \$100,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:

to be paid in trust upon final subject removal

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque except as otherwise set out in this Section 2 and will be delivered in trust to **Remax Mid Island Realty**

and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that:

- A. the Conveyancer is a Lawyer or Notary;
- B. such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and
- C. if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

The Purchase Price includes, if any, GST applicable to the purchase and sale of the Property.

The Buyer and the Seller acknowledge that a copy of the title of the Property is attached to this Contract.

1. Subject to the Buyer being satisfied with the water licenses relating to the property by July 26, 2024 This condition is for the sole benefit of the Buyer.

Seller agrees to pay the arrears costs up to completion date for the water licenses associated with the property.

2. Subject to the Buyer receiving and being satisfied with their financing by July 26, 2024.

This condition is for the sole benefit of the Buyer.

3. Subject to the Buyer receiving, on or before Jul 26, 2024, approval by the Buyer's legal, accounting and other professional advisors of the terms and conditions of this Contract. This condition is for the sole benefit of the Buyer.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

DS
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BUYER'S INITIALS

RR

SELLER'S INITIALS

PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

4. Subject to the Buyer obtaining approval, on or before Jul 26, 2024, from a licensed insurer for property (including fire) and liability insurance for the Property on terms and at rates satisfactory to the Buyer. This condition is for the sole benefit of the Buyer.

5. Subject to the terms and conditions attached as Schedule A

Buyer will assign this contract to the Buyers newly formed company. Buyer understands that the newly formed company must be made prior to a court date being made by the Seller.

Buyers company must be provided to the Sellers lawyer within 7 days after final subject removals and deposit has been made into trust account of Re/Max Mid Island Realty.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on 30 days after court approval, yr. _____ (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ o'clock ____m. on 30 days after court approval, yr. _____ (Possession Date) or, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of 30 days after court approval, yr. _____ (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

BUT EXCLUDING: _____

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on June 30, yr. 2024

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing:

- A. particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return);
- B. a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

C. if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.

11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

12. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions under the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.

13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has:

- A. made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and
- B. fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and
- C. made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.

17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

18. REPRESENTATIONS AND WARRANTIES: There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.

19. PERSONAL INFORMATION: The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the Managing Broker(s), Associate Broker(s) and representative(s) of those Brokerages (collectively the "Designated Agent(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

- A. for all purposes consistent with the transaction contemplated herein;
B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
D. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in Section 27(c) below is a confirmation of the equitable assignment by the Seller in the listing contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller. RK BD

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract:
A. must not be assigned without the written consent of the Seller; and
B. the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

Initials box containing 'RK' and 'BD' with 'INITIALS' label below.

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with Kurt Nielsen DESIGNATED AGENT(S)

Kevin Kittmer
who is/are licensed in relation to Landquest Realty Corporation BROKERAGE

Initials box containing 'BD' with 'INITIALS' label below.

B. The Buyer acknowledges having received, read and understood the BCFSFA form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with John Stilinovic PREC* DESIGNATED AGENT(S)

who is/are licensed in relation to RE/MAX Mid-Island Realty BROKERAGE

Buyer's initials box containing 'BD' with 'BUYER'S INITIALS' label below.

Seller's initials box containing 'RK' with 'SELLER'S INITIALS' label below.

PROPERTY ADDRESS

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSa form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with _____ DESIGNATED AGENT(S) who is/are licensed in relation to _____ BROKERAGE having signed a dual agency agreement with such Designated Agent(s) dated _____

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSa form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSa form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

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BUYER'S INITIALS



The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, the Seller's acceptance is irrevocable including without limitation during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

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SELLER'S INITIALS



23. **DISCLOSURE OF BUYER'S RESCISSION RIGHT:** The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:

- A. the Buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other than a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- C. if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.

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BUYER'S INITIALS

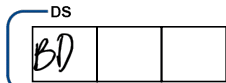
	RK	
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SELLER'S INITIALS

PROPERTY ADDRESS

- D. If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and
- E. the following are exempt from the Rescission Right:
 - (i) residential real property that is located on leased lands;
 - (ii) a leasehold interest in residential real property;
 - (iii) residential real property that is sold at auction;
 - (iv) residential real property that is sold under a court order or the supervision of the court; and
 - (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.

The Buyer and the Seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.

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 BUYER'S INITIALS

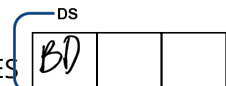

 SELLER'S INITIALS

24. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

25. **COUNTERPARTS:** The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.

26. **OFFER:** This offer, or counter-offer, will be open for acceptance until 5:00 o'clock p.m. on 19 day of July yr. 2024 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.


If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:


YES 
 INITIALS

NO 
 INITIALS

DocuSigned by:

 BUYER EF4D49EF0DA947A...

 BUYER

 BUYER

Brian Dielissen
PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

DS

 BUYER'S INITIALS


 SELLER'S INITIALS

PROPERTY ADDRESS

27. ACCEPTANCE: The Seller:

- A. hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above,
- B. agrees to pay a commission as per the Listing Contract, and
- C. authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after Completion.

Seller's acceptance is dated this _____ day of July 19, 2024 yr. _____.

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

RESIDENT OF CANADA RK NON-RESIDENT OF CANADA

INITIALS INITIALS

Robert Kleebaum



SELLER

FTI CONSULTING CANADA INC

PRINT NAME

WITNESS



SELLER

in its capacity as court appointed Receiver of 12395

PRINT NAME

WITNESS



SELLER

BC Ltd. and not in its personal capacity

PRINT NAME

WITNESS

NOTICE FOR BUYER'S RESCISSION RIGHT: If the Buyer is entitled to exercise the Rescission Right, the Seller's (or the Seller's appointee's) mailing address, email address and/or fax number for notice of rescission is as follows:

Attention: _____

Address: _____

Email: _____ Fax: _____

Any notice of rescission given by the Buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the *Home Buyer Rescission Period Regulation*.

The date of acceptance of this Contract is _____ (the "**Final Acceptance Date**") being the date that the last party executed and delivered this Contract and, if applicable, based on the foregoing the date by which the Buyer must exercise the Rescission Right is _____.

The foregoing sentence is not a term of the Contract and is included for notice purposes only and, to the extent there is an inconsistency between the foregoing and the *Home Buyer Rescission Period Regulation* the latter will govern and prevail.

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

SCHEDULE "A"
TO THE AGREEMENT OF PURCHASE AND SALE

BETWEEN

FTI CONSULTING CANADA INC., in its capacity as court-appointed receiver of the assets,
undertakings and property of 1239583 B.C. Ltd. and not in its personal capacity
(**"Seller"**)

AND:

Brian Dielissen


(**"Buyer"**)

RE:

9250 SOMERS ROAD, PORT ALBERNI, BC, V9Y 8N8
(**"Property"**)

The parties agree that the following terms replace, modify and, where applicable override the terms of the attached contract of purchase and sale and any modifications, amendments, additions, or addenda thereto, (collectively the **"Contract"**). Where any conflict arises between the terms of this Schedule "A" and the Contract, the terms of this Schedule "A" shall apply.

1. Title will be transferred to the Buyer free and clear of all registered encumbrances, other than those listed in **Appendix "A"**, in accordance with the Vesting Order (defined herein) of the Supreme Court of British Columbia (the **"Court"**).
2. The acceptance of this offer is subject to the approval of the Court and will become effective from the time an order of the Court is made approving this offer (the **"Vesting Order"**). The Seller hereby advises the Buyer that the Seller's obligations in connection with this offer, until it is approved by the Court, are limited to putting this offer before the Court. The Seller is only obligated to present the offer to the Court for approval within 30 days of the Buyer removing all subject conditions in respect of this offer.
3. Any existing registered financial charges to be paid under the terms of the Vesting Order may be paid by the Seller upon receipt of the purchase price and the Buyer may pay the purchase price to the Seller's lawyer in trust on undertakings to pay those financial charges in accordance with the terms of the Vesting Order.
4. Possession will be governed by the terms of the Vesting Order.
5. The Buyer is purchasing the property on an "as is, where is" basis as of the completion date. The Buyer agrees that the Seller has no obligation to maintain the property in the condition it may have been in at some time before the completion date contemplated by this agreement.

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The Buyer agrees that the purchase price does not include any chattels/personal property. The Seller assumes no risk with respect to the buildings on the Property or any other items included in this purchase and sale.

6. No property condition disclosure statement concerning the Property will be given by the Seller.

7. The Seller is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further Orders the Court may make regarding the Property. The Seller may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Seller gives no undertaking to exclusively advocate the acceptance of only this offer. In that regard, the Buyer may wish to consider making its own arrangements to support this offer in Court if other offers are received by the Seller. The Buyer agrees the Seller will disclose the purchase price being offered to any prospective buyers indicating an intention to submit an offer to purchase the Property.

8. Acceptance of this offer by the Seller, and any obligation of the Seller to put this offer before the Court, may be terminated at any time before the Court makes the Vesting Order approving this sale if the debts secured against the Property are redeemed, or or at the option of the Seller in its sole discretion. This condition is for the sole benefit of the Seller.

9. Real estate commission is payable relative to this offer only if this offer is approved by the Court and the sale is completed pursuant to the Vesting Order.

10. The Buyer agrees that there may be GST and PTT payable relating to this transaction and that it is the responsibility of the Buyer to pay any such tax accruing on this sale. The Buyer agrees that the Seller may be responsible to collect and remit GST payable on this transaction. Accordingly, the Buyer agrees to pay any such tax to the Seller so that the Seller can, in turn, pay such GST as may be due and owing on this sale.

11. The Buyer is satisfied that there is no need for a holdback from the purchase price for the possibility that the Seller is not a Canadian resident for the purposes of the Income Tax Act.

12. The Buyer agrees not to holdback any part of the purchase price for any reason.

13. The Seller, as party having conduct of sale of the Property as Court-appointed receiver is not and will not be liable to the Buyer, nor to anyone claiming by through or under the Buyer, for any damages, costs or expenses, including but not limited to damage caused to the Buyer by the registered owner(s) of the Property or his/her tenants, guests, assigns, agents or persons unknown, or for them failing to provide vacant possession when required. The Buyer acknowledges that if vacant possession is not available on the possession date, the Buyer will complete the sale in any event. The Seller will make reasonable efforts to obtain a writ of

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possession or similar Court proceeding, and the Buyer acknowledges that this process may take a considerable period of time.

Seller:

FTI CONSULTING CANADA INC., in its capacity as court-appointed receiver of the assets, undertakings and property of 1239583 B.C. Ltd. and not in its personal capacity

SIGNED: Robert Kleebaum

NAME: Robert Kleebaum

DATE: July 19, 2024

Buyer:



SIGNED: EF4D49EF0DA947A...

NAME: Brian Dielissen

DATE: 7/19/2024



CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: 953527 DATE: August 09 2024

RE: ADDRESS: 9250 Somers Road Port Alberni BC V9Y 8N8

LEGAL DESCRIPTION: DISTRICT LOT 72, ALBERNI DISTRICT

PID: 008-620-741 OTHER PID(S): _____

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE DATED July 18 2024 MADE BETWEEN Brian Dielissen

_____ AS BUYER(S), AND

Court Ordered Receiver FTI Consulting Ltd.

_____ AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

To extend the following subject:

2. Subject to the Buyer receiving and being satisfied with their financing by August 9, 2024. Is now to read August 16, 2024.

This condition is for the sole benefit of the Buyer.

All other terms and conditions shall remain the same

DocuSigned by:
Brian Dielissen **SEAL**

BUYER _____

Brian Dielissen
PRINT NAME _____

WITNESS _____

Robert Kleebaum **SEAL**

SELLER _____

FTI Consulting Canada Inc
PRINT NAME _____

WITNESS _____

BUYER _____ **SEAL**

PRINT NAME _____

WITNESS _____

SELLER _____ **SEAL**

PRINT NAME _____

WITNESS _____

BUYER _____ **SEAL**

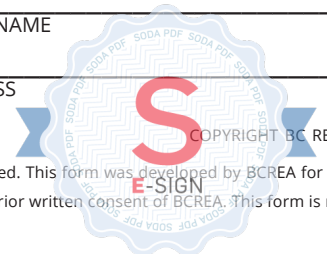
PRINT NAME _____

WITNESS _____

SELLER _____ **SEAL**

PRINT NAME _____

WITNESS _____





NOTICE OF CONDITION WAIVER / DECLARATION OF FULFILLMENT (CONTRACT OF PURCHASE AND SALE)

MLS® NO: **953527** DATE: **August 16 2024**

RE: ADDRESS: **9250 Somers Rd** **Port Alberni** **BC V6B 4N7**

LEGAL DESCRIPTION: **DISTRICT LOT 72, ALBERNI DISTRICT**

PID: **008-620-741** OTHER PID(S): _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE (CPS) DATED: **July 18 2024** MADE BETWEEN **Brian Dielissen**

AS BUYER(S), AND

FTI CONSULTING CANADA INC

in its capacity as court appointed Receiver of 1239583 BC Ltd. and not in its personal capacity AS SELLER(S)

AND COVERING THE ABOVE MENTIONED PROPERTY, THE BENEFITTING PARTY(IES) OF THE CONDITIONS FROM THE CPS SET OUT BELOW HEREBY GIVE NOTICE TO THE OTHER PARTY(IES), THAT SUCH BENEFITTING PARTY(IES) HEREBY WAIVE(S) OR DECLARE(S) FULFILLED SUCH CONDITIONS, AS INDICATED BELOW: (Please indicate if the condition is being waived or fulfilled.)

The following conditions are being fulfilled:

2. Subject to the Buyer receiving and being satisfied with their financing by August 16, 2024. This condition is for the sole benefit of the Buyer.

Continued on the attached Schedule(s) dated **August 16 2024**, which is / are incorporated into and forms part of this Notice of Condition Waiver / Declaration of Fulfillment, if such Schedule(s) is / are attached hereto.

DocuSigned by: <i>Brian Dielissen</i> EF4D49EF0DA947A...		_____		_____	
BUYER		BUYER		BUYER	
Brian Dielissen		PRINT NAME		PRINT NAME	
PRINT NAME		PRINT NAME		PRINT NAME	
WITNESS		WITNESS		WITNESS	
<i>Robert Kleebaum</i>		_____		_____	
SELLER		SELLER		SELLER	
FTI CONSULTING CANADA INC		PRINT NAME		PRINT NAME	
PRINT NAME		PRINT NAME		PRINT NAME	
in its capacity as court appointed Receiver of 1239583 BC Ltd. and not in its personal capacity		WITNESS		WITNESS	
WITNESS		WITNESS		WITNESS	



THE CANADIAN BAR ASSOCIATION
British Columbia Branch

ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO: **953527**

DATE: **August 16 2024**

9250 Somers Rd	Port Alberni	BC V6B 4N7
RE: ADDRESS		
DISTRICT LOT 72, ALBERNI DISTRICT		
LEGAL DESCRIPTION		
008-620-741		
PID	OTHER PIDS	

FURTHER TO THE ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE DATED July **18** **2024**
MADE BETWEEN Brian Dielissen
_____ AS ASSIGNEE(S), AND
FTI CONSULTING CANADA INC
n its capacity as court appointed Receiver of 1239583 BC Ltd. and not in its personal capacity
AS ASSIGNOR(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS
FOLLOWS:

The Buyer will add Lisa Marie Dielissen, his wife as an additional Buyer as joint tenants, prior to completion and the Seller agrees to sign completion documents as are necessary to reflect that addition.

<p>DocuSigned by: <u>Brian Dielissen</u> </p> <p>X _____ ASSIGNEE EF4D49EF0DA947A...</p> <p>Brian Dielissen PRINT NAME</p> <hr/> <p>WITNESS <u>Robert Kleebaum</u> </p> <p>X _____ ASSIGNOR</p> <p>FTI CONSULTING CANADA INC PRINT NAME</p>	<p>X _____ ASSIGNEE</p> <p>PRINT NAME</p> <hr/> <p>WITNESS</p> <p>X _____ ASSIGNOR</p> <p>PRINT NAME</p>	<p>X _____ ASSIGNEE</p> <p>PRINT NAME</p> <hr/> <p>WITNESS</p> <p>X _____ ASSIGNOR</p> <p>PRINT NAME</p>
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in its capacity as court appointed Receiver of 1239583 BC Ltd. and not in its personal capacity
WITNESS _____ WITNESS _____ WITNESS _____

*PREC represents Personal Real Estate Corporation
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Appendix B

Summary of Receiver's Professional Fees and Disbursements and Statements of Account

1239583 BC Ltd.

Summary of the Receiver's Professional Fees and Disbursements

FTI Consulting Canada Inc. - Professionals

Name	Position	Hourly Rate	Hours	Total Fees
Tom Powell	Senior Managing Director	\$ 880	32.30	\$ 28,424.00
Robert Kleebaum	Senior Director	715	89.40	63,921.00
Huw Parks	Director	538	85.00	45,743.00
Brandi Swift	Consultant	350	5.10	1,785.00
Caitlin Moreland	Receptionist	125	3.20	400.00
			215.00	140,273.00

Disbursements

Other/Miscellaneous	506.05
Travel Expenses	2,388.11
Business Meals	449.76
	3,343.92

GST 7,180.87

Total fees, out of pocket expenses and tax **\$150,797.79**



Invoice Remittance

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No.
Job No.
Terms
Currency
Tax Registration:

September 30, 2023
10290000599
50000.5426
Due Upon Receipt
CAD

RE: Receivership

Amount Due Current Invoice

\$46,713.04

Bank Information

Please indicate our invoice number with your remittance

Account Name: FTI Consulting Canada Inc.
Bank Name: Bank of Nova Scotia
Bank Address: Scotia Plaza, 44 King Street West
Toronto, Ontario M5H 1H1
Canada

Bank Code: 002
Account Number: 0861715
Swift/BIC Code: NOSCCATT
Transit Code: 47696
Account Currency: CAD

Please remit cheque payments to: FTI Consulting Canada Inc.
C/O T10073
P.O. Box 10073
Postal Station A
Toronto, ON M5W 2B1
Canada

FTI Consulting Canada, Inc.
TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Summary

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

September 30, 2023
Invoice No. 10290000599
Job No. 50000.5426
Terms Due Upon Receipt
Currency CAD
Tax Registration:

RE: Receivership

Name	Title	Rate	Hours	Total
Thomas Powell	Senior Managing Director	\$880.00	19.10	\$16,808.00
Robert Kleebaum	Senior Director	\$715.00	22.30	\$15,944.50
Huw Parks	Consultant	\$530.00	21.00	\$11,130.00
Caitlin Moreland	Receptionist	\$125.00	1.60	\$200.00
Total Professional Services			64.00	\$44,082.50

Expenses	Total
Ascend Licence	\$341.25
Business Meals	\$8.53
Taxi	\$56.33
Total Expenses	\$406.11

Invoice Total	CAD Amount
	\$44,488.61
GST (5%)	\$2,224.43
Total Due	\$46,713.04



Invoice Detail

September 30, 2023
Invoice No. 10290000599
Job No. 500000.5426

Total Professional Services
Thomas Powell

09/11/2023	Initial receivership activities; attending site; discussions with management; discussions with E. Welte and C. Podsiadlo, NBC	8.00		
09/12/2023	Initial receivership activities; attending site; discussions with management; discussions with E. Welte and C. Podsiadlo, NBC	2.50		
09/18/2023	Analysis of potential crop recoveries; discussion with real estate brokers; attend to statutory duties	0.20		
09/19/2023	Analysis of potential crop recoveries; discussion with real estate brokers; attend to statutory duties	0.20		
09/22/2023	Analysis of potential crop recoveries; discussion with real estate brokers; attend to statutory duties	0.20		
09/25/2023	Visit to site in Port Alberni; meeting with farm consultants; meetings with agricultural workers	8.00		
	\$880.00		per hour x total hrs	19.10
				\$16,808.00

Robert Kleebaum

09/05/2023	Preparing fixed asset listing	0.90		
09/11/2023	completing initial filing matters (opening charge code, setting up website and contact lines)	1.80		
09/12/2023	completing initial filing matters (opening charge code, updating website and freezing bank accounts, opening Receiver's bank account)	1.90		
09/14/2023	preparing creditor listing, initial receivership tasks, reviewing company provided information	3.10		
09/15/2023	preparing Receivership notices, initial receivership tasks, reviewing company provided information	2.10		
09/18/2023	call with insurance broker, responding to insurer information request, sending out Form 87, updating Receiver's website	3.10		
09/19/2023	checking on status of receivership bank account	0.50		
09/20/2023	checking on status of receivership bank account, preparing for call with counsel, calling property tax county for status of tax account, call with counsel	2.80		
09/21/2023	creating estate in ascend, call to discuss plans for site visit and funding of Receiver's bank account	1.60		
09/22/2023	drafting Receiver's report, preparing for payment of operational expenses	3.60		
09/27/2023	reviewing and updated draft Receiver's Report, call with counsel on Receivership next steps	0.90		

FTI Consulting Canada, Inc.
 TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
 Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Detail

September 30, 2023
Invoice No. 10290000599
Job No. 500000.5426

	\$715.00	per hour x total hrs	22.30	\$15,944.50
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Huw Parks

09/11/2023	Site visit.	8.00		
09/12/2023	Call with Blakes re. site visit.	0.50		
09/12/2023	Call with National Bank re. site visit.	0.50		
09/13/2023	Downloading and filing pictures from site visit.	0.20		
09/20/2023	Call with H. Buck (Colliers) re. appraisal.	0.40		
09/20/2023	Call with McCarthys on contractors, legality of selling vegetables. Bankruptcy of 123., letter to Kubota, motorhome.	0.50		
09/22/2023	Cutting cheque for Bill, drafting contractor agreement.	0.30		
09/25/2023	Site visit.	8.00		
09/27/2023	Call with Bath re. receivership update, Jerry Eblem re. security and discussion with TP on next steps.	1.20		
09/27/2023	Proof and updates to first report of the Receiver.	0.40		
09/27/2023	Review of documentation (quotes, links, receipts) provided by bill	0.20		
09/28/2023	Update call with Erin, updating contractor agreement, call with Bill to explain contractor agreement.	0.80		
		\$530.00	per hour x total hrs	21.00
				\$11,130.00

Caitlin Moreland

09/11/2023	Web update requested by Rob Kleebaum	0.70		
09/14/2023	Web update requested by Rob Kleebaum	0.20		
09/15/2023	Web update requested by Rob Kleebaum	0.50		
09/19/2023	Web update requested by Rob Kleebaum	0.20		
		\$125.00	per hour x total hrs	1.60
				\$200.00

	Total Professional Services	CAD	\$44,082.50
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Invoice Remittance

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No.
Job No.
Terms
Currency
Tax Registration:

October 31, 2023
102900000667
500000.5426
Due Upon Receipt
CAD

RE: Receivership

Amount Due Current Invoice **\$49,342.14**

Bank Information

Please indicate our invoice number with your remittance

Account Name:	FTI Consulting Canada Inc.	Bank Code:	002
Bank Name:	Bank of Nova Scotia	Account Number:	0861715
Bank Address:	Scotia Plaza, 44 King Street West	Swift/BIC Code:	NOSCCATT
	Toronto, Ontario M5H 1H1	Transit Code:	47696
	Canada	Account Currency:	CAD

Please remit cheque payments to: FTI Consulting Canada Inc.
C/O T10073
P.O. Box 10073
Postal Station A
Toronto, ON M5W 2B1
Canada

FTI Consulting Canada, Inc.
TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Summary

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No. **October 31, 2023**
Job No. **10290000667**
Terms **50000.5426**
Currency **Due Upon Receipt**
Tax Registration: **CAD**

RE: Receivership

Name	Title	Rate	Hours	Total
Thomas Powell	Senior Managing Director	\$880.00	2.30	\$2,024.00
Robert Kleebaum	Senior Director	\$715.00	41.20	\$29,458.00
Huw Parks	Senior Consultant	\$530.00	22.50	\$11,925.00
Brandi Swift	Consultant	\$350.00	2.00	\$700.00
Caitlin Moreland	Receptionist	\$125.00	0.90	\$112.50
Total Professional Services			68.90	\$44,219.50

Expenses	Total
Air Travel	\$1,891.98
Business Meals	\$441.23
Car Rental	\$217.49
Gasoline	\$76.04
Taxi	\$146.27
Total Expenses	\$2,773.01

Invoice Total	CAD Amount
	\$46,992.51
GST (5%)	\$2,349.63
Total Due	\$49,342.14

Invoice Detail

October 31, 2023
Invoice No.
10290000667
Job No.
500000.5426

10/17/2023	reviewing and responding to emails, requesting certificate of liability insurance	0.80	
10/18/2023	reviewing farm expense reimbursement request, planning for winterization of farm and preparations for future sale process	0.90	
10/19/2023	preparing for filing of bankruptcy	0.50	
10/20/2023	preparing for filing of bankruptcy	0.50	
10/24/2023	internal estate update call, preparing request for real estate proposals, call with counsel to status of estate	2.30	
10/25/2023	sending requested for real estate proposal	0.30	
10/26/2023	call with real estate agent in regards to listing proposal	0.60	
10/27/2023	internal call to discuss next steps with site management and site visits for real estate agents	0.40	
10/30/2023	updating R&D, reviewing estate transactions and expenses, sending cash on hand update to TP	1.90	
10/31/2023	reviewing farm appraisal	0.50	
\$715.00		per hour x total hrs	41.20
			\$29,458.00

Huw Parks

10/03/2023	Correspondence with D.R. Coell & Associates Inc. (appraiser), work on NBC update deck.	2.30
10/04/2023	Call with McCarthy's re NBC update deck, turning McCarthy's comments	0.60
10/04/2023	Correspondence with D.R. Coell & Associates Inc. (appraiser) on engagement letter.	0.20
10/06/2023	Call with NBC, Blakes and McCarthy's on Receivership update deck, chasing Bill on contact / horse ownership.	0.60
10/10/2023	Internal meeting on next steps and site visit, call with McCarthies.	0.80
10/11/2023	Meeting to discuss site visit, preparing cheques for agricultural workers, correspondence and call with Bill, correspondence with Liam (appraiser).	1.60
10/12/2023	Site visit.	8.00
10/13/2023	Typing up notes from site visit, follow up with Bill, providing agricultural appraisal to DR Coell (property appraiser), call with McCarthies.	1.30
10/17/2023	Calls with Bill re contract, call with custodian of the horse, internal update email.	0.70
10/18/2023	Meeting with Bill to arrange for contract signing and handing over cheque.	0.40
10/18/2023	Scanning and categorizing Bill's expenses.	0.80
10/20/2023	Call with Bill re motorhome and email dialogue on strategy.	0.30
10/23/2023	Meeting with T. Powell on tasks, call with Bill re receipts.	1.20
10/24/2023	Call with creditor, provision of property proof of claim form, discussion on particulars with R. Kleebaum, call with McCarthies, work relating to motorhome.	1.80

FTI Consulting Canada, Inc.
 TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
 Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Remittance

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No.
Job No.
Terms
Currency
Tax Registration:

November 30, 2023
102900000739
500000.5426
Due Upon Receipt
CAD

RE: Receivership

Amount Due Current Invoice **\$25,107.08**

Bank Information

Please indicate our invoice number with your remittance

Account Name:	FTI Consulting Canada Inc.	Bank Code:	002
Bank Name:	Bank of Nova Scotia	Account Number:	0861715
Bank Address:	Scotia Plaza, 44 King Street West Toronto, Ontario M5H 1H1 Canada	Swift/BIC Code:	NOSCCATT
		Transit Code:	47696
		Account Currency:	CAD

Please remit cheque payments to: FTI Consulting Canada Inc.
C/O T10073
P.O. Box 10073
Postal Station A
Toronto, ON M5W 2B1
Canada

FTI Consulting Canada, Inc.
TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Summary

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No. **102900000739**
Job No. **500000.5426**
Terms **Due Upon Receipt**
Currency **CAD**
Tax Registration:

November 30, 2023

RE: Receivership

Name	Title	Rate	Hours	Total
Thomas Powell	Senior Managing Director	\$880.00	5.50	\$4,840.00
Robert Kleebaum	Senior Director	\$715.00	12.10	\$8,651.50
Huw Parks	Senior Consultant	\$530.00	19.00	\$10,070.00
Brandi Swift	Consultant	\$350.00	1.00	\$350.00
Total Professional Services			37.60	\$23,911.50

Invoice Total	CAD Amount
	\$23,911.50
GST (5%)	\$1,195.58
Total Due	\$25,107.08

FTI Consulting Canada, Inc.
TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Detail

November 30, 2023
Invoice No. 10290000739
Job No. 500000.5426

Total Professional Services
Thomas Powell

11/02/2023	Review of appraisals and broker proposals; discussions with H. Parks and R. Kleebaum	0.10
11/03/2023	Review of appraisals and broker proposals; discussions with H. Parks and R. Kleebaum	0.10
11/08/2023	Discussions with R. Kleebaum and H. Parks; review and evaluate listing proposals and appraisal; address stakeholder inquires;	0.20
11/09/2023	Discussions with R. Kleebaum and H. Parks; review and evaluate listing proposals and appraisal; address stakeholder inquires;	0.20
11/13/2023	Prepare update for NBC	0.40
11/14/2023	Prepare update for NBC	1.00
11/20/2023	Addressing correspondence from the principals; attend calls with legal counsel and internally; discussions with NBC	1.00
11/21/2023	Addressing correspondence from the principals; attend calls with legal counsel and internally; discussions with NBC	1.00
11/22/2023	Addressing correspondence from the principals; attend calls with legal counsel and internally; discussions with NBC	1.50
\$880.00		per hour x total hrs
		5.50
		\$4,840.00

Robert Kleebaum

11/01/2023	reviewing real estate listing proposals	0.80
11/02/2023	reviewing real estate listing proposals, preparing update to National Bank	2.60
11/03/2023	preparing update to National Bank	2.30
11/14/2023	preparing for and attending meeting with NBC and counsel	1.20
11/15/2023	call to discuss response to emails from stakeholder, preparing bankruptcy filing materials	2.20
11/16/2023	responding to CRA inquiry	0.30
11/17/2023	updating bankruptcy forms	1.00
11/21/2023	reviewing receiver's cash position and invoices to be paid, setting up payments, confirming property amounts due	1.70
\$715.00		per hour x total hrs
		12.10
		\$8,651.50

Huw Parks

FTI Consulting Canada, Inc.
 TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
 Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Detail

November 30, 2023
Invoice No. 10290000739
Job No. 500000.5426

11/01/2023	Correspondence with realtors, proposed security guard, preparing contract for security guard, updating schedule of Bills' expenses, trying to contact Bill, correspondence with owner of horse.	1.70		
11/02/2023	Amendments to security guard contract.	0.30		
11/03/2023	Executing and returning security guard's contract.	0.20		
11/06/2023	Call with Frank (security guard) on requests on site, debrief with T. Powell.	0.50		
11/06/2023	Reviewing pictures taken from site visits to identify property being claimed.	0.40		
11/06/2023	Work on second update deck for NBC.	2.50		
11/07/2023	Work on second update deck for NBC.	5.60		
11/08/2023	Revisions to the NBC update deck, downloading and filing invoices from 123 Co, email to property claimant.	2.40		
11/10/2023	Filing photos taken by security guard and cross referencing equipment left on site.	0.40		
11/15/2023	Call with T. Powell and MT to discuss next steps.	0.50		
11/17/2023	Call re preparing bankruptcy documents.	0.30		
11/20/2023	Correspondence with security guard about activities on site, updating T. Powell.	0.40		
11/21/2023	Internal call re taxes and activities on site, call with security guard, pulling together accrued expenses.	0.70		
11/22/2023	Correspondence with security guard, review of equipment photos following property proof of claims.	0.40		
11/23/2023	Correspondence with former agricultural workers re collecting personal effects.	0.80		
11/24/2023	Correspondence with security guard, former workers and owner of horse, email request to MT for advice re horse.	1.20		
11/27/2023	Correspondence with owner of horse.	0.20		
11/28/2023	Scanning and filing physical mail.	0.30		
11/29/2023	Correspondence with National Bank re environmental concerns.	0.20		
	\$530.00	per hour x total hrs	19.00	\$10,070.00

Brandi Swift

11/21/2023	Payment processing and account reconciliation	1.00		
	\$350.00	per hour x total hrs	1.00	\$350.00

Total Professional Services			CAD	\$23,911.50
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Invoice Remittance

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No.
Job No.
Terms
Currency
Tax Registration:

December 31, 2023
102900000820
500000.5426
Due Upon Receipt
CAD

RE: Receivership

Current Invoice Period: Charges posted through December 31, 2023

Amount Due Current Invoice **\$1,449.53**

Bank Information

Please indicate our invoice number with your remittance

Account Name:	FTI Consulting Canada Inc.	Bank Code:	002
Bank Name:	Bank of Nova Scotia	Account Number:	0861715
Bank Address:	Scotia Plaza, 44 King Street West	Swift/BIC Code:	NOSCCATT
	Toronto, Ontario M5H 1H1	Transit Code:	47696
	Canada	Account Currency:	CAD

Please remit cheque payments to:	FTI Consulting Canada Inc.
	C/O T10073
	P.O. Box 10073
	Postal Station A
	Toronto, ON M5W 2B1
	Canada



Invoice Summary

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

December 31, 2023
Invoice No. 102900000820
Job No. 500000.5426
Terms Due Upon Receipt
Currency CAD
Tax Registration:

RE: Receivership

Current Invoice Period: Charges posted through December 31, 2023

Name	Title	Rate	Hours	Total
Robert Kleebaum	Senior Director	\$715.00	0.60	\$429.00
Huw Parks	Senior Consultant	\$530.00	1.30	\$689.00
Brandi Swift	Consultant	\$350.00	0.50	\$175.00
Caitlin Moreland	Receptionist	\$125.00	0.70	\$87.50
Total Professional Services			3.10	\$1,380.50

Invoice Total	CAD Amount
	\$1,380.50
GST (5%)	\$69.03
Total Due	\$1,449.53



Invoice Detail

December 31, 2023
Invoice No. 10290000820
Job No. 500000.5426

Total Professional Services
Robert Kleebaum

12/11/2023	reviewing Kubota payout statement, sending Receiver Certificate to NBC, reviewing and responding to emails and calls	0.60	
	\$715.00	per hour x total hrs	0.60 \$429.00

Huw Parks

12/01/2023	Correspondence with owner of horse, review of security guard's invoice.	0.30	
12/04/2023	Call with OSB ahead of FMOC, correspondence with security guard, adding bankruptcy section to website and requesting document uploads.	0.50	
12/06/2023	Correspondence with security guard and owner of horse.	0.30	
12/12/2023	Correspondence with security guard, realtor.	0.20	
	\$530.00	per hour x total hrs	1.30 \$689.00

Brandi Swift

12/05/2023	Payment processing and posting	0.50	
	\$350.00	per hour x total hrs	0.50 \$175.00

Caitlin Moreland

12/04/2023	Web update requested by Huw Parks	0.70	
	\$125.00	per hour x total hrs	0.70 \$87.50

	Total Professional Services	CAD	\$1,380.50
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Invoice Remittance

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No.
Job No.
Terms
Currency
Tax Registration:

February 06, 2024
102900000923
500000.5426
Due Upon Receipt
CAD

RE: Receivership

Current Invoice Period: Charges posted through January 31, 2024

Amount Due Current Invoice **\$7,101.99**

Bank Information

Please indicate our invoice number with your remittance

Account Name:	FTI Consulting Canada Inc.	Bank Code:	002
Bank Name:	Bank of Nova Scotia	Account Number:	0861715
Bank Address:	Scotia Plaza, 44 King Street West	Swift/BIC Code:	NOSCCATT
	Toronto, Ontario M5H 1H1	Transit Code:	47696
	Canada	Account Currency:	CAD

Please remit cheque payments to:	FTI Consulting Canada Inc.
	C/O T10073
	P.O. Box 10073
	Postal Station A
	Toronto, ON M5W 2B1
	Canada



Invoice Summary

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

February 06, 2024
Invoice No. 102900000923
Job No. 50000.5426
Terms Due Upon Receipt
Currency CAD
Tax Registration:

RE: Receivership

Current Invoice Period: Charges posted through January 31, 2024

Name	Title	Rate	Hours	Total
Thomas Powell	Senior Managing Director	\$880.00	1.80	\$1,584.00
Robert Kleebaum	Senior Director	\$715.00	4.10	\$2,931.50
Huw Parks	Senior Consultant	\$530.00	4.10	\$2,173.00
Total Professional Services			10.00	\$6,688.50
Expenses				Total
Filing Fees				\$75.30
Total Expenses				\$75.30
Invoice Total				CAD Amount
				\$6,763.80
GST (5%)				\$338.19
Total Due				\$7,101.99

FTI Consulting Canada, Inc.
TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
Toronto, ON M5K1G8 Canada
GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Detail

February 06, 2024
Invoice No. 10290000923
Job No. 50000.5426

Total Professional Services
Thomas Powell

01/09/2024	Prepare for and attend meeting with E. Welte and C. Podsiadlo	1.00	
01/17/2024	Realtor matters; security replacement	0.80	
		\$880.00	per hour x total hrs 1.80 \$1,584.00

Robert Kleebaum

01/04/2024	preparing update for NBC on real estate proposals	0.60	
01/05/2024	finalizing update for NBC on real estates proposals	0.40	
01/09/2024	preparing for and attending meeting with NBC to determine next steps on listing farm property	0.90	
01/12/2024	call with real estate agent to discuss listing of farm property	0.30	
01/15/2024	call with real estate agent to discuss listing of farm property	0.50	
01/22/2024	reviewing real estate listing agreement	0.40	
01/23/2024	preparing updated R&D	0.50	
01/29/2024	call with real estate agent to discuss listing of farm property, responding to inquiries about the farm property	0.50	
		\$715.00	per hour x total hrs 4.10 \$2,931.50

Huw Parks

01/03/2024	Cashiering, scanning and filing of correspondence, reaching out to MT for advice re. RTB.	0.60	
01/04/2024	Correspondence with MT for advice re. RTB.	0.20	
01/05/2024	Call with R. Kleebaum re. update to NBC.	0.20	
01/08/2024	Correspondence with security guard, owner of horse, arranging payment of AE Bailiffs invoice, filing Kubota claim.	0.40	
01/11/2024	Collation and provision of RTB correspondence and timeline to MT, call with security guard.	0.60	
01/15/2024	Conducting interview with security guard replacement, drafting contractor agreement and answering queries.	0.70	
01/15/2024	Drafting MT consent to act for RTB hearing.	0.30	
01/15/2024	Summarizing known information on RTB applicants for MT, call with A. Bowron.	0.40	

FTI Consulting Canada, Inc.
 TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
 Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Detail

February 06, 2024
Invoice No. 10290000923
Job No. 500000.5426

01/16/2024	Executing contractor agreement, providing draft invoice, setting up handover for security guards.	0.40		
01/17/2024	Call with R. Kleebaum on real estate listing, correspondence with security guard on getting keys to realtor.	0.30		
			\$530.00	per hour x total hrs
			4.10	\$2,173.00

Total Professional Services CAD \$6,688.50



Invoice Remittance

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No.
Job No.
Terms
Currency
Tax Registration:

March 06, 2024
102900001007
500000.5426
Due Upon Receipt
CAD

RE: Receivership

Current Invoice Period: Charges posted through February 29, 2024

Amount Due Current Invoice \$6,074.78

Bank Information

Please indicate our invoice number with your remittance

Account Name:	FTI Consulting Canada Inc.	Bank Code:	002
Bank Name:	Bank of Nova Scotia	Account Number:	0861715
Bank Address:	Scotia Plaza, 44 King Street West	Swift/BIC Code:	NOSCCATT
	Toronto, Ontario M5H 1H1	Transit Code:	47696
	Canada	Account Currency:	CAD

Please remit cheque payments to:	FTI Consulting Canada Inc.
	C/O T10073
	P.O. Box 10073
	Postal Station A
	Toronto, ON M5W 2B1
	Canada



Invoice Summary

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

March 06, 2024
Invoice No. 102900001007
Job No. 500000.5426
Terms Due Upon Receipt
Currency CAD
Tax Registration:

RE: Receivership

Current Invoice Period: Charges posted through February 29, 2024

Name	Title	Rate	Hours	Total
Robert Kleebaum	Senior Director	\$715.00	3.00	\$2,145.00
Huw Parks	Senior Consultant	\$530.00	6.70	\$3,551.00
Total Professional Services			9.70	\$5,696.00

Expenses	Total
Miscellaneous Expense	\$89.50
Total Expenses	\$89.50

Invoice Total	CAD Amount
	\$5,785.50
GST (5%)	\$289.28
Total Due	\$6,074.78



Invoice Detail

Invoice No. March 06, 2024
Job No. 102900001007
 500000.5426

Total Professional Services
Robert Kleebaum

12/21/2023	reviewing real estate listing proposals	0.30		
02/06/2024	preparations for real estate listing of farm	0.90		
02/09/2024	responding to emails with real estate agent in advance of listing of farm property	0.40		
02/12/2024	call with real estate agent to discuss listing of farm property, reviewing site clean up proposal, drafting update to National Bank	0.90		
02/13/2024	executing real estate listing agreement	0.20		
02/26/2024	preparing summary of property showings and comments	0.30		
\$715.00			per hour x total hrs	3.00
				\$2,145.00

Huw Parks

02/05/2024	Call with BC Hydro, Fortis BC enquiring about power being cut.	0.80		
02/07/2024	Correspondence with security guard re power outage.	0.30		
02/07/2024	Email to BC Hydro insolvency team with Court Orders requesting contact details be updated.	0.30		
02/09/2024	Call to BC Hydro to report outage.	0.20		
02/12/2024	Cashiering.	0.30		
02/12/2024	Drafting update report to NBC, updating R&D, correspondence with MT.	2.30		
02/12/2024	Populating equipment schedule, correspondence with security guard amounts missing reference numbers, downloading and filing pictures from Land Quest.	0.30		
02/13/2024	Information requests to MT, correspondence re. adjournment of RTB hearing.	0.20		
02/15/2024	Call to Maynards re. equipment, following up with table of information, setting up data room for picture transfer.	0.40		
02/16/2024	Drafting NBC update deck, correspondence with MT and further updates to the report.	0.60		
02/20/2024	Correspondence with Maynard's re. valuation of remaining equipment on site.	0.30		
02/23/2024	Correspondence with security guard and owner of horse about collecting belongings.	0.30		
02/26/2024	Correspondence with security guard and stakeholder wanting to collect property.	0.20		
02/28/2024	Correspondence with security guard and stakeholder wanting to collect property.	0.20		
\$530.00			per hour x total hrs	6.70
				\$3,551.00

FTI Consulting Canada, Inc.
 TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
 Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Detail

Invoice No. **March 06, 2024**
Job No. **102900001007**
500000.5426

Total Professional Services	CAD	\$5,696.00
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FTI Consulting Canada, Inc.
TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Remittance

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No.
Job No.
Terms
Currency
Tax Registration:

March 31, 2024
102900001095
500000.5426
Due Upon Receipt
CAD

RE: Receivership

Current Invoice Period: Charges posted through March 31, 2024

Amount Due Current Invoice \$1,906.80

Bank Information

Please indicate our invoice number with your remittance

Account Name:	FTI Consulting Canada Inc.	Bank Code:	002
Bank Name:	Bank of Nova Scotia	Account Number:	0861715
Bank Address:	Scotia Plaza, 44 King Street West	Swift/BIC Code:	NOSCCATT
	Toronto, Ontario M5H 1H1	Transit Code:	47696
	Canada	Account Currency:	CAD

Please remit cheque payments to:	FTI Consulting Canada Inc. C/O T10073 P.O. Box 10073 Postal Station A Toronto, ON M5W 2B1 Canada
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FTI Consulting Canada, Inc.
TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Summary

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

March 31, 2024
Invoice No. 102900001095
Job No. 500000.5426
Terms Due Upon Receipt
Currency CAD
Tax Registration:

RE: Receivership

Current Invoice Period: Charges posted through March 31, 2024

Name	Title	Rate	Hours	Total
Thomas Powell	Senior Managing Director	\$880.00	1.60	\$1,408.00
Robert Kleebaum	Senior Director	\$715.00	0.20	\$143.00
Huw Parks	Senior Consultant	\$530.00	0.50	\$265.00
Total Professional Services			2.30	\$1,816.00

Invoice Total	CAD Amount
	\$1,816.00
GST (5%)	\$90.80
Total Due	\$1,906.80



Invoice Detail

Invoice No. March 31, 2024
Job No. 102900001095
500000.5426

Total Professional Services
Thomas Powell

03/13/2024	Catch-up with McCarthys; consider sales strategy; security matters	1.20		
03/19/2024	Visit to site	0.40		
			\$880.00	per hour x total hrs 1.60 \$1,408.00

Robert Kleebaum

03/11/2024	follow up with real estate agent on recent interest	0.20		
			\$715.00	per hour x total hrs 0.20 \$143.00

Huw Parks

03/01/2024	Provision of updated draft invoice to security guard.	0.20		
03/13/2024	Update call with MT.	0.30		
			\$530.00	per hour x total hrs 0.50 \$265.00

Total Professional Services			CAD	\$1,816.00
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Invoice Remittance

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No.
Job No.
Terms
Currency
Tax Registration:

May 07, 2024
102900001205
500000.5426
Due Upon Receipt
CAD

RE: Receivership

Current Invoice Period: Charges posted through April 30, 2024

Amount Due Current Invoice \$6,706.88

Bank Information

Please indicate our invoice number with your remittance

Account Name:	FTI Consulting Canada Inc.	Bank Code:	002
Bank Name:	Bank of Nova Scotia	Account Number:	0861715
Bank Address:	Scotia Plaza, 44 King Street West	Swift/BIC Code:	NOSCCATT
	Toronto, Ontario M5H 1H1	Transit Code:	47696
	Canada	Account Currency:	CAD

Please forward remittance advice to AR.Support@fticonsulting.com.

Please remit cheque payments to: FTI Consulting Canada Inc.
C/O T10073
P.O. Box 10073
Postal Station A
Toronto, ON M5W 2B1
Canada



Invoice Summary

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No. **May 07, 2024**
Job No. **102900001205**
Terms **50000.5426**
Currency **Due Upon Receipt**
Tax Registration: **CAD**

RE: Receivership

Current Invoice Period: Charges posted through April 30, 2024

Name	Title	Rate	Hours	Total
Thomas Powell	Senior Managing Director	\$880.00	1.00	\$880.00
Robert Kleebaum	Senior Director	\$715.00	2.50	\$1,787.50
Huw Parks	Director	\$600.00	6.20	\$3,720.00
Total Professional Services			9.70	\$6,387.50

Invoice Total	CAD Amount
	\$6,387.50
GST (5%)	\$319.38
Total Due	\$6,706.88



Invoice Detail

Invoice No. **May 07, 2024**
 Job No. **102900001205**
500000.5426

Total Professional Services
Thomas Powell

04/10/2024	Update for NBC; discuss pricing strategy	1.00		
	\$880.00	per hour x total hrs	1.00	\$880.00

Robert Kleebaum

04/10/2024	preparing estate cash run rate analysis, estate update call with bank	1.60		
04/12/2024	reviewing offer received, call with real estate agent to discuss offer and next steps with listing agent	0.40		
04/15/2024	call with real estate agent to discuss drop in listing price for farm property	0.50		
	\$715.00	per hour x total hrs	2.50	\$1,787.50

Huw Parks

04/04/2024	Correspondence with security guard.	0.20		
04/08/2024	Producing NBC update deck on real estate listing.	2.20		
04/10/2024	Call with T. Powell on R&D, correspondence with B. Swift re. payments.	0.20		
04/15/2024	Raising payment request.	0.20		
04/22/2024	Correspondence with security guard, calling RCMP re squatters, drafting letter to be placed on squatters vehicle	1.20		
04/23/2024	Follow up call to RCMP	0.20		
04/24/2024	Drafting information request list.	1.00		
04/25/2024	Follow up call to RCMP, request from legal advice from MT.	0.30		
04/26/2024	Call to RCMP, email to AE Bailiffs re. towing vehicles.	0.20		
04/29/2024	Call with AE Bailiffs on arranging a tow truck, correspondence with security guard.	0.30		
04/30/2024	Correspondence with AE Bailiffs on arranging a tow truck.	0.20		
	\$600.00	per hour x total hrs	6.20	\$3,720.00

Total Professional Services			CAD	\$6,387.50
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Invoice Remittance

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No.
Job No.
Terms
Currency
Tax Registration:

June 07, 2024
102900001325
500000.5426
Due Upon Receipt
CAD

RE: Receivership

Current Invoice Period: Charges posted through May 31, 2024

Amount Due Current Invoice \$1,932.00

Bank Information

Please indicate our invoice number with your remittance

Account Name:	FTI Consulting Canada Inc.	Bank Code:	002
Bank Name:	Bank of Nova Scotia	Account Number:	0861715
Bank Address:	Scotia Plaza, 44 King Street West	Swift/BIC Code:	NOSCCATT
	Toronto, Ontario M5H 1H1	Transit Code:	47696
	Canada	Account Currency:	CAD

Please forward remittance advice to AR.Support@fticonsulting.com.

Please remit cheque payments to:	FTI Consulting Canada Inc. C/O T10073 P.O. Box 10073 Postal Station A Toronto, ON M5W 2B1 Canada
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FTI Consulting Canada, Inc.
TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Summary

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

June 07, 2024
Invoice No. 102900001325
Job No. 500000.5426
Terms Due Upon Receipt
Currency CAD
Tax Registration:

RE: Receivership

Current Invoice Period: Charges posted through May 31, 2024

Name	Title	Rate	Hours	Total
Thomas Powell	Senior Managing Director	\$880.00	1.00	\$880.00
Huw Parks	Director	\$600.00	1.60	\$960.00
Total Professional Services			2.60	\$1,840.00

Invoice Total	CAD Amount
	\$1,840.00
GST (5%)	\$92.00
Total Due	\$1,932.00



Invoice Detail

June 07, 2024
Invoice No. 102900001325
Job No. 500000.5426

Total Professional Services
Thomas Powell

05/24/2024	File oversight; discussions re. listing of property	1.00		
	\$880.00	per hour x total hrs	1.00	\$880.00

Huw Parks

05/02/2024	Correspondence with AE Bailiffs on arranging a tow truck, same with security.	0.20		
05/06/2024	Correspondence with BC Hydro	0.20		
05/13/2024	Correspondence with T. Powell re. cashiering, correspondence with security guard.	0.30		
05/14/2024	Summarizing BC hydro arrears.	0.30		
05/15/2024	Printing cheque and posting, notifying BC hydro of payment.	0.20		
05/17/2024	Correspondence with BC Hydro.	0.20		
05/29/2024	Call with trespasser.	0.20		
	\$600.00	per hour x total hrs	1.60	\$960.00

Total Professional Services	CAD	\$1,840.00
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Invoice Remittance

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

Invoice No.
Job No.
Terms
Currency
Tax Registration:

July 11, 2024
102900001411
500000.5426
Due Upon Receipt
CAD

RE: Receivership

Current Invoice Period: Charges posted through June 30, 2024

Amount Due Current Invoice **\$4,463.55**

Bank Information

Please indicate our invoice number with your remittance

Account Name:	FTI Consulting Canada Inc.	Bank Code:	002
Bank Name:	Bank of Nova Scotia	Account Number:	0861715
Bank Address:	Scotia Plaza, 44 King Street West	Swift/BIC Code:	NOSCCATT
	Toronto, Ontario M5H 1H1	Transit Code:	47696
	Canada	Account Currency:	CAD

Please forward remittance advice to AR.Support@fticonsulting.com.

Please remit cheque payments to: FTI Consulting Canada Inc.
C/O T10073
P.O. Box 10073
Postal Station A
Toronto, ON M5W 2B1
Canada



Invoice Summary

1239583 B.C. Ltd.
c/o FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450
Vancouver, BC V7Y 1B6
Canada

July 11, 2024
Invoice No. 102900001411
Job No. 500000.5426
Terms Due Upon Receipt
Currency CAD
Tax Registration:

RE: Receivership

Current Invoice Period: Charges posted through June 30, 2024

Name	Title	Rate	Hours	Total
Robert Kleebaum	Senior Director	\$715.00	3.40	\$2,431.00
Huw Parks	Director	\$600.00	2.10	\$1,260.00
Brandi Swift	Consultant	\$350.00	1.60	\$560.00
Total Professional Services			7.10	\$4,251.00

Invoice Total	CAD Amount
	\$4,251.00
GST (5%)	\$212.55
Total Due	\$4,463.55

FTI Consulting Canada, Inc.
TD South Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104
Toronto, ON M5K1G8 Canada

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com



Invoice Detail

Invoice No. July 11, 2024
Job No. 102900001411
 500000.5426

Total Professional Services
Robert Kleebaum

06/03/2024	reviewing estate status and preparing update for NBC	1.60		
06/06/2024	preparing update for NBC	0.30		
06/07/2024	preparing update for NBC	0.40		
06/13/2024	call with real estate agent to discuss recent showings and next steps	1.10		
			\$715.00	per hour x total hrs
			3.40	\$2,431.00

Huw Parks

06/11/2024	Correspondence re. cashiering requests.	0.20		
06/12/2024	Work on NBC update report including updating R&D, slide on activities on the property and correspondence with MT.	1.10		
06/20/2024	Calls with T. Powell on NBC update deck, raising queries, finalizing and issuing.	0.80		
			\$600.00	per hour x total hrs
			2.10	\$1,260.00

Brandi Swift

06/11/2024	Payment processing & account reconciliation	1.60		
			\$350.00	per hour x total hrs
			1.60	\$560.00

			Total Professional Services	CAD	\$4,251.00
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Appendix C

Summary of Receiver's Legal Counsel's Fees and Disbursements and Statements of Account

1239583 BC Ltd.

Summary of the Receiver's Legal Counsel's Fees and Disbursements

McCarthy Tetrault LLP

Invoice Number	Invoice Date	Period Ending	Fees	Disbursements	GST	PST	Total
8567372	25-Aug-23	31-Jul-23	\$ 1,099.00	\$ -	\$ 54.95	\$ 76.93	\$ 1,230.88
8568459	18-Sep-23	31-Aug-23	511.00	-	25.55	35.77	572.32
8570110	26-Oct-23	30-Sep-23	13,814.00	8.50	691.13	966.98	15,480.61
8572152	20-Nov-23	31-Oct-23	18,219.00	198.05	920.85	1,275.33	20,613.23
8573109	20-Dec-23	30-Nov-23	9,524.00	231.16	487.24	666.68	10,909.08
8574358	31-Dec-23	31-Dec-23	840.00	80.20	43.78	58.80	1,022.78
8575683	20-Feb-24	16-Feb-24	17,818.00	42.59	893.03	1,247.26	20,000.88
8577094	21-Mar-24	29-Feb-24	363.00	-	18.15	25.41	406.56
8578641	16-Apr-24	31-Mar-24	121.00	-	6.05	8.47	135.52
8579614	08-May-24	30-Apr-24	1,210.00	-	60.50	84.70	1,355.20
8584420	26-Aug-24	31-Jul-24	716.50	-	35.83	50.16	802.49
Total			\$64,235.50	\$ 560.50	\$ 3,237.06	\$4,496.49	\$ 72,529.55

Appendix D

Residential Tenancy Decision dated April 18,2024



Dispute Resolution Services
Residential Tenancy Branch
Ministry of Housing
File Number: **910135775**
Decision Dated: April 18, 2024

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78, as amended

Between

1366328 BC LTD - (1.B.L.)

Applicant - **Tenant**

And

1239583 BC LTD - (1.B.L.6)
FTI CONSULTING INC - (F.C.I.)

Respondents - **Landlords**

Regarding the rental unit located at:

9250 SOMERS RD, PORT ALBERNI, BC

Date of Hearing: April 18, 2024, 9:30 AM, by conference call

Attending for the Tenant

- *No one attending*

Attending for the Landlord

- Ashley Bowron – Legal Counsel (AB)

Mentioned in this Decision: Raechelle Balding - (RB) alleged tenant

Previous Hearing Date: January 25, 2024, 9:30 AM, by conference call

The contents of this decision, including any orders granted within the decision, can be verified online. Go to <https://tenancydispute.gov.bc.ca/PostedDecisions/> and enter the Decision ID: **AnonDec-148536**.

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- Cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- Authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

This hearing was previously adjourned due to submissions by the Tenant that they were dealing with health issues and because of an ongoing receivership proceeding in the Supreme Court. Documents were provided showing that Landlord 1BL6 is under a receivership. RCI is the receiver (the Receiver) for Landlord 1BL6.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act. A copy of the Canada Post tracking number was provided.

Preliminary Matters

- Amended Tenant's Name

The application listed RB as a tenant on the application; however, the residential lease agreement with option to purchase, which was provided as evidence, did not state RB as a tenant. The receivers legal counsel RB (the Receiver's Counsel) argued that they have no knowledge of RB.

- Receivership

The Receiver's Counsel advised that the receivership proceeding mentioned in the first hearing were still ongoing. The Receiver's Counsel argued that based on paragraph 8 of the Supreme Court receivership order, pronounced September 8, 2023 (the Receivership Order), no proceedings in respect of the debtor, Landlord 1BL6, or the property can be commenced or continued without written consent of the Receiver or with leave of the Supreme Court and all proceedings currently under way are stayed and suspended until further Order of the Supreme Court. A copy of the Receivership Order was submitted as evidence. No evidence was provided to support that consent of the Receiver or leave of the Supreme Court was granted.

Additionally, I find that the Tenant did not attend the hearing.

Rules 7.1 and 7.3 of the Rules of Procedure provide as follows:

Rule 7 – During the hearing

7.1 Commencement of the dispute resolution hearing

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

Given the above-mentioned Receivership Order, the Landlord did not provide any submissions on why the one-month notice for end of employment was issued on October 12, 2023 (the One Month Notice) and I made no findings about the One Month Notice. Based on the above, I dismiss the Tenant's application for cancellation of the One Month Notice under section 47 of the Act, with leave to reapply to comply with the Receivership Order. Leave to reapply is not an extension of any applicable limitation period. Even though the Tenant's application has been dismissed, based on the Receivership Order, I find that I cannot issue an Order of Possession for the Landlord.

Is the Tenant entitled to recover the filing fee for this application from the Landlord?


Given the Receivership Order and that the Tenant's application to cancel the One Month Notice was dismissed, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

The Tenant's application for cancellation of the One Month Notice is dismissed, with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: April 18, 2024



D Buchan, Arbitrator
Residential Tenancy Branch