



Action No. S-261982
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA



BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

-and-

MAVERICK ESTATE WINERY INC. and MAVERICK VINEYARDS INC.

Defendants

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE JUSTICE
J.M. GROPPER

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October 23, 2026

UPON THE APPLICATION by AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.) in its capacity as the Court-appointed receiver and manager (the "Receiver") of the undertakings, property and assets of Maverick Estate Winery Inc. and Maverick Vineyards Inc. (collectively, the "Debtors") coming on for hearing at Vancouver British Columbia, on the ^{23rd}~~19th~~ day of October, 2026; with reasons reserved to this date;

AND UPON HEARING the submissions of counsel for the Receiver and those other counsel listed on Schedule "A" hereto;

AND UPON READING the material filed, including the First Report of the Receiver dated October 9, 2026 (the "**Report**");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase and Sale Agreement dated September 29, 2026 (the "**Sale Agreement**") between the Receiver and 1605274 B.C. LTD. (the "**Purchaser**"), a copy of which is attached as Appendix "E" to the Report, as amended by an Amendment to Agreement of Purchase and Sale dated as of October 23, 2026, a copy of which is attached hereto as **Schedule "G"**, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement as the "Assets", as more particularly described in **Schedule "C"** hereto (the "**Purchased Assets**").
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser (in the case of the Lands, in fee simple), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Order of this Court dated April 1, 2026;
 - (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system, including the registrations listed in Part 2 of Schedule "D" hereto; and

- (c) those Claims listed on **Schedule "D"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "E"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
- 3. Upon presentation for registration in the Land Title Office for the Land Title District of Kamloops of a certified copy of this Order, together with a letter from Burnet, Duckworth & Palmer LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter the Purchaser as the owner of the Lands, as identified in **Schedule "F"** hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and
 - (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in **Schedule "E"**.
- 4. Upon presentation to the Registrar of the Manufactured Home Registry of a certified copy of this Order, together with such application as the Registrar may require, the Registrar is hereby directed to register the Purchaser as the owner of the manufactured home(s) located on the Lands free and clear of the Encumbrances.
- 5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they

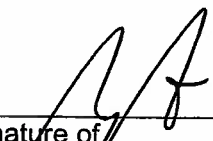
had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

6. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
7. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(1)(o) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees, and all customer, wine club membership and other personal information forming part of the Business Records (as defined in the Sale Agreement). The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.
8. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on **Schedule "E"**.
9. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
10. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Debtors now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of the Debtors,

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

11. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
12. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
13. Endorsement of this Order by counsel and any unrepresented party, other than counsel to the Plaintiff, is hereby dispensed with.

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



Signature of
☒ Party ☒ Lawyer for the Plaintiff

Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.

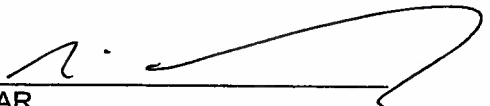
DATED: OCT 23 2026



Authorized Signing Officer

DRINA READ


BY THE COURT



REGISTRAR



Schedule "A"
Counsel List

Counsel	Party
Jordan Schultz + Nicholas Trang	Royal Bank of Canada
Jeffrey Bradshaw +	1605274 BC Ltd
Joel Robertson - Taylor	

Schedule "B"
Receiver's Certificate

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BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

-and-

MAVERICK ESTATE WINERY INC. and MAVERICK VINEYARDS INC.

Defendants

RECEIVER'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Fowler of the Supreme Court of British Columbia (the "**Court**"), dated April 1, 2026, KSV Restructuring Inc. (now AlixPartners Restructuring, Inc.) was appointed as the receiver and manager (the "**Receiver**") of the undertakings, property and assets of Maverick Estate Winery Inc. and Maverick Vineyards Inc. (collectively, the "**Debtors**").
- B. Pursuant to an Order of the Honourable Justice Gropper dated October 19, 2026, the Court approved the Asset Purchase and Sale Agreement dated September 29, 2026 (the "**Sale Agreement**") between the Receiver and 1605274 B.C. Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the

payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 8 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 8 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser, as applicable; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

ALIXPARTNERS RESTRUCTURING, INC., in its capacity as Receiver and Manager of MAVERICK ESTATE WINERY INC. and MAVERICK VINEYARDS INC., and not in its personal or corporate capacity.

Per:

Name: Jason Knight

Title: Managing Director

Schedule "C"
Purchased Assets

All of the Debtors' right, title, estate and interest in and to the "Assets" (as defined in the Sale Agreement), including:

- (a) the Lands;
- (b) all buildings, erections, structures, systems, fixtures and other improvements to and located on the Lands owned by the Debtors or either of them (the "**Improvements**");
- (c) the Equipment, Inventory Assets, Intellectual Property, Permits and Licenses (including the Winery License, to the extent transferable), Business Records and Warranties, each as defined in the Sale Agreement;
- (d) the manufactured home(s) (as defined in the *Manufactured Home Act* (British Columbia)) located on the Lands; and
- (e) the Assumed Contracts (as defined in the Sale Agreement),

but excluding the Excluded Assets (as defined in the Sale Agreement).

Schedule "D"
Claims to be Deleted/Expunged

Registrations in the Land Title Office to be Cancelled from Title to the Lands

Parcel 003-005-798		
Instrument No.	Date and Time	Description
CA8158220	2020-04-27 14:50	MORTGAGE
CA8158221	2020-04-27 14:50	ASSIGNMENT OF RENTS

Schedule "E"
Permitted Encumbrances, Easements and Restrictive Covenants
Related to Real Property

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.
2. Any registrations or encumbrances by or on behalf of the Purchaser.
3. Those implied by law.
4. The following specific encumbrances:

003-005-798		
Instrument No.	Date	Description
KK42849	1996-05-27 09:55	STATUTORY RIGHT OF WAY
LB351145	2009-11-10 12:23	STATUTORY RIGHT OF WAY
CA5497667	2016-09-13 08:37	STATUTORY RIGHT OF WAY

Schedule "F"
Land Description

- (a) Parcel identifier: 003-005-798
LOT 1 DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT
PLAN 34148.

Schedule "G"
Amendment to Agreement of Purchase and Sale

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

THIS AMENDMENT dated as of October 23, 2026,

BETWEEN:

ALIXPARTNERS RESTRUCTURING, INC., solely in its capacity as the receiver and manager of the assets, property and undertaking of Maverick Estate Winery Inc. and Maverick Vineyards Inc. (collectively, the "**Debtors**"), and not in its personal or corporate capacity (the "**Vendor**")

- and -

1605274 B.C. LTD., a corporation existing under the laws of British Columbia (the "**Purchaser**")

WHEREAS:

- A. By an agreement of purchase and sale dated as of September 29, 2026 between the Vendor and the Purchaser (the "**Purchase Agreement**"), subject to the receipt of Court Approval, the Purchaser agreed to purchase and acquire and the Vendor agreed to sell, transfer and assign to the Purchaser, all of the Vendor's Interest in and to the Assets, on the terms and conditions set forth in the Purchase Agreement; and
- B. The Purchaser and the Vendor have agreed to amend the Purchase Agreement, on the terms and conditions as set forth in this Amendment.

NOW THEREFORE in consideration of the mutual covenants and agreements set out in this Amendment and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

- 1. Words capitalized in this Amendment (including the recitals hereof) and not otherwise defined herein shall have the meanings ascribed to such words in the Purchase Agreement.
- 2. The Purchaser and the Vendor agree that the recitals to this Amendment are true in substance and fact and are incorporated by reference into the body of this Amendment.
- 3. The Purchaser and the Vendor hereby agree that the Purchase Agreement is amended as follows:
 - (a) The reference to "\$2,050,000.00" in section 2.2 of the Purchase Agreement is hereby deleted in its entirety and replaced with "\$2,330,000.00".
 - (b) Subsection 2.3(a) of the Purchase Agreement is hereby amended by adding the following at the end thereof:

"Within two (2) Business Days following the execution of the Amendment to Agreement of Purchase and Sale dated as of October 23, 2026 between the

Vendor and the Purchaser (the "**Amendment**"), the Purchaser shall pay and deliver to the Vendor an additional amount equal to \$50,000 (the "**Additional Deposit**"), which Additional Deposit shall be held in trust by the Vendor and administered by the Vendor in accordance with the terms and conditions of this Agreement. Upon payment of the Additional Deposit, all references in this Agreement to the "Deposit" shall mean and include the amount of \$200,000 paid by the Purchaser pursuant to this Section 2.3(a) together with the Additional Deposit, for a total Deposit of \$250,000."

- (c) Section 2.5 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"2.5 Allocation of Purchase Price

The Purchase Price shall be allocated among the Assets as follows:

Land	\$1,535,470	65.9%
Building	\$794,530	34.1%
Total	\$2,330,000	100%"

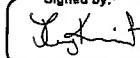
4. Except as amended by this Amendment, the Purchase Agreement shall continue in full force and effect, the intention being that this Amendment shall be read in conjunction with and as an amendment to the Purchase Agreement.
5. If any provision of this Amendment is determined to be invalid or unenforceable, it shall be severable from the remainder of this Amendment and the remainder of this Amendment shall continue to remain in full force and effect.
6. Time shall remain of the essence under the Purchase Agreement, as amended by this Amendment.
7. The Purchaser and the Vendor will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Amendment.
8. This Amendment shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and permitted assigns, as the case may be.
9. This Amendment may be executed electronically (including by DocuSign or similar application) and in counterpart and transmitted by email and the reproduction of any signature in counterpart and by email will be treated as though such reproduction was an executed original signature.

[Remainder of page intentionally blank; signature page follows]

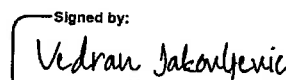
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IN WITNESS WHEREOF this Amendment has been executed by the Parties as of the date first written above.

ALIXPARTNERS RESTRUCTURING, INC.,
solely in its capacity as the receiver and
manager of the assets, property and
undertaking of Maverick Estate Winery Inc. and
Maverick Vineyards Inc., and not in its personal
or corporate capacity

Signed by:
Per: 
Name: Jason Knight
Title: Managing Director

1605274 B.C. LTD.

Signed by:
Per: 
Name: Vedran Jakovljevic
Title: Director