

COURT FILE NO. VLC-S-S-234019
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF
BEYOND THE GRAPE ON PREMISE WINEMAKING LTD.

AND

BUSINESS DEVELOPMENT BANK OF CANADA

PLAINTIFF

BEYOND THE GRAPE ON PREMISE WINEMAKING LTD.
FRASER MILLS FERMENTATION COMPANY LTD.
IAN DONALD MACKERRICHER
MICHAEL EDWARD DRUCE
DANIEL JOSEPH PARENT
STEPHEN PAUL SHELDON
WARREN TODD BOYER

DEFENDANTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE

Justice Morellato

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November 3, 2023

THE APPLICATION of BDO Canada Limited in its capacity as Court-appointed Receiver (the "Receiver") of the assets, undertakings and properties of Beyond the Grape On Premises Winemaking Ltd. coming on for hearing at Vancouver, British Columbia, on the 3rd day of November, 2023, AND ON HEARING Sherryl Dubo, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto, and no one else appearing although duly served; AND

UPON READING the material filed, including the Report of the Receiver dated October 20, 2023 (the "**Report**");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated October 17, 2023 (the "**Sale Agreement**") between the Receiver and Chris Walton, Ian MacKerricher and Train Wreck Brewing Ltd. as nominee (together the "**Purchaser**"), a copy of which is attached as Appendix "B" to the Report, and as amended by an Addendum dated November 1, 2023, 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 (the "**Purchased Assets**"). For greater certainty, the Receiver is hereby authorized to effect the transfer to the Purchaser of Manufacturer Licence #308687 and Manufacturer Licence #308688 issued by the BC Liquor and Cannabis Regulation Branch in the name of the Debtor.
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 Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "C"** hereto shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated September 18, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule "D"** hereto (all of which are collectively referred to as the "**Encumbrances**"), 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. 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.

4. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
5. Subject to the terms of the Sale Agreement, possession of the Purchased Assets shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement).
6. 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 provided that the Closing Date occurs within 20 business days of the date of the Order.
7. Notwithstanding:
 - (a) these proceedings; and
 - (b) the Bankruptcy Order made in respect of the Debtor on September 18, 2023;the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, 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.
8. 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.
9. 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.

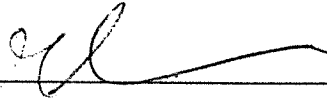
10. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is dispensed with.

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 Sherryl Dubo
Counsel for the Receiver

BY THE COURT



DISTRICT REGISTRAR



Schedule A – List of Counsel

Counsel	Party

Schedule B – Form of Receiver’s Certificate

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AND

BUSINESS DEVELOPMENT BANK OF CANADA

PLAINTIFF

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DEFENDANTS

RECEIVER’S CERTIFICATE

RECITALS:

- A. Pursuant to a Receivership Order pronounced by Justice M. Taylor of the Supreme Court of British Columbia (the “Court”) granted September 18, 2023, BDO Canada Limited. was appointed as receiver (the “Receiver”) of the undertaking, property and assets of Beyond The Grape On Premise Winemaking Ltd. (the “Debtor”).
- B. Pursuant to an Order of the Court granted on November 3, 2023 (the “Approval Order”), the Court approved the Asset Purchase Agreement made as of October 17, 2023 (the “APA”) between the Receiver and Chris Walton and Ian MacKerricher (together the “Purchaser”) which provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Transferred Assets, which vesting is to be effective upon the delivery by the Receiver of a certificate confirming (i) the payment by the Purchaser of the Purchase price for the Transferred Assets; (ii) that any conditions to Closing as set out in

the APA have been satisfied or waived by the Receiver and the Purchaser, and (iii) the transaction contemplated by the APA has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, the terms with initial capitals have the meanings set out in the APA.

THE RECEIVER HEREBY CERTIFIES:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Transferred Assets payable on the Closing Date pursuant to the APA.
2. The conditions to Closing as set out in the APA have been satisfied or waived by the Receiver and the Purchaser.
3. The transaction contemplated by the APA has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [am/pm] on _____, 2023.

BDO CANADA LIMITED.
in its capacity as Court-appointed Receiver
of the undertaking, property and assets of
Beyond The Grape On Premise Winemaking Ltd.
and not in its personal or corporate capacity

Per: _____
Name:
Title:

Schedule " C "

Equipment List

Value Assigned:

\$

Group A	
Group B	
Group C	

Equipment Group A (owned)

ITEM DESCRIPTION	QTY	Comment
Qty. of piping, valves, and pumps	lot	
Keg sized yeast brink	1	
Micro sheet beer filter	1	
Genie 400lb mobile hoist	1	
Markem 9450 time/date stamp	1	
Tower of power, pumps, and portable brew table	1	
Portable liquids crates	7	
Qty. of bulk food containers	lot	
Digital platform scale	1	
Assorted Christmas décor items	lot	
14'x20' Walk-in cooler with retail display shelving	1	
16'x24' Walk-in cooler with large sliding door	1	
Set of staff lockers	1	
Assorted office furniture and equipment	lot	
Large 2-door parts cabinet with parts bins	1	
42" televisions	12	

Equipment Group B (owned)

ITEM DESCRIPTION	QTY	Comment
10 BBL 2 vessel electric brewhouse with wiring and electrical components	1	
20 BBL hot liquid tank with 2x18kw immersion elements	1	
20 BBL jacketed cold liquid tank	1	
Triangular 3 vessel raised platform	1	
Sink and sample station	1	
Inline refractometer	1	
BR dual plate and frame heat exchange	1	
Qty. of speed and temperature controls	lot	
Malt/Grain mill with flex auger	1	
Tilting hop infuser	1	
Pump buggies	2	
10 BBL jacketed s/s tanks	5	
10 BBL BBT jacketed fermentation s/s tanks	11	
Unitank pressure transmitter	1	
5 BBL storage/serving s/s tanks	13	
BBT pressure transmitter	1	
MicroCan Wild Goose 3 head can filler with intake and out take conveyors	1	
Half Pint can depalletizer with filler feed	1	
Pack Leader PL501 wrap around can/bottle labelling machine with conveyor	1	
Assorted lab/test equipment	lot	
Pro MA 7hp 50,000 btu glycol chiller	1	

Group C (intangibles)		
ITEM DESCRIPTION	QTY	Comment
All social media		
All electronic devices		
All trademarks, names		
All manufacturing licenses (3308687 and #308688)		
All emails, electronic data		
All software and licenses		
All furnishings both indoor and outdoor		

Together with all other assets of Beyond the Grape On Premises Winemaking Ltd. remaining at the Premises on the Closing Date not otherwise listed herein.

Schedule D – Claims to be expunged

1. Any reclamation of property claim of Western Pacific Contracting Ltd. and Chris Walton in respect of brewery equipment described as Deutsche Beverage 10 BBL Brewhouse (the "Brewhouse") and all parts and software, whether physical or intangible, associated with the Brewhouse.

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BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Plaintiff

- and -

BEYOND THE GRAPE ON PREMISE WINEMAKING LTD.
FRASER MILLS FERMENTATION COMPANY LTD.
IAN DONALD MACKERRICHER
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WARREN TODD BOYER

Defendants

ORDER MADE AFTER APPLICATION
(APPROVAL AND VESTING ORDER)

FILE NO. 4701-107

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