SMITHERS REGISTRY

APR 14 2020

NO. SML-S-S-1956999
Smithers Registry

IN THE SUPREME COURT OF BRITISH COLUMIBA

BETWEEN:

ROYAL BANK OF CANADA

Petitioner

AND:

2073944 ALBERTA LTD.

Respondent

CERTIFICATE

I, DOUGLAS S. NISHIMURA, Barrister and Solicitor with Field LLP, confirm that the attached Affidavit of Satinder Pal Singh sworn April 14, 2020, attached as Schedules "A" and "B", was executed in accordance with the January 28, 2020 Court of Queen's Bench of Alberta, Notice to Profession and Public with respect to the virtual swearing of Affidavits.

I further confirm that I was satisfied that the process was necessary because it was impossible or unsafe, due to the present situation, for Satinder Pal Singh and myself to be physically present to swear the Affidavit.

FIELD LLP

Douglas S. Nishimura,
Barrister & Solicitor

12551190-1

#20
CEIS

SCHEDULE "A"

SMITHERS REGISTRY

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IN THE SUPREME COURT OF BRITISH COLUMIBA

BETWEEN:

ROYAL BANK OF CANADA

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AND:

2073944 ALBERTA LTD.

Respondent

AFFIDAVIT OF SATINDER PAL SINGH
(Sworn April 14, 2020)

I, SATINDER PAL SINGH of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am a shareholder, director and creditor (through shareholder loans) of 2073944 Alberta Ltd. (the "**Debtor Company**"). I am also a guarantor of the debt owed by the Debtor Company to Royal Bank of Canada ("**RBC**"). As such, I have personal knowledge of the facts deposed to herein, except where stated to be upon information and belief, in which case I believe the same to be true.

2. Upon the Receivership of the Debtor Company, I made it known to the Receiver, through counsel, that I would be prepared to purchase the assets of the Debtor Company in Burns Lake (the "**Burns Lake Assets**") and, in doing so, would be willing to operating the business prior to closing of the sale without charge, so as to minimize Receivership costs. The Receiver did not agree to that offer. Instead, the Receiver entered into a sales program through a realtor.

3. On March 12, 2020 my counsel submitted an offer for the Burns Lake assets on my behalf, a copy of which is attached hereto and marked as **Exhibit "A"** including a blackline of the minor changes to Schedule A of the form of offer. My counsel noted that, since the offer was made by a related party and not through the involvement of the appointment of a realtor, no realtor fees would be payable, thus increasing the value of the offer.

#4 CEIS 18

4. Due to questions raised by the Receiver regarding the offer, my counsel communicated on a regular basis with the Receiver, in telephone calls and by email correspondence between March 12 – March 19, 2020. Attached hereto and marked as **Exhibit "B"**, is a copy of the email correspondence. My counsel confirmed that:

   (a) The funds for completion of the transaction were available from a property sale in India and my own financial resources, plus the deposit which had already been paid;

   (b) I was fine with paying GST (which was one of the original changes to the Schedule, with the result that the relevant amendment was withdrawn); and

   (c) Ultimately, on March 19, 2020, the offer was increased to $920,500.

5. In order to satisfy the Receiver's concerns regarding the availability of funds, my counsel provided evidence of the source of funds, being the sale of my property in India. A copy of the sale agreement which was provided to the Receiver is attached hereto and marked as **Exhibit "C"**. We also noted that the deposit which had been provided would be fully available to the Receiver, if the sale did not conclude.

6. There was no subsequent indication from the Receiver that there were still any concerns.

7. Notwithstanding the foregoing, the Receiver did not accept my offer, but rather, accepted a lower offer. In its Report, the Receiver has indicated that concerns regarding closing were the main factor in this decision. It is my view that I have adequately shown both ability to close and had provided adequate security in the amount sought by the Receiver and closing should not have been a concern. It is not clear to me what evidence the Receiver relied upon to determine that the land sale in India was not proof of my ability to close the transaction, or what evidence the receiver has relied upon with respect to the financial ability of the proposed purchaser, which is a numbered company.

8. As further evidence of my ability to close, I can advise that I am able to access $600,000 by refinancing my commercial property in Calgary. Attached hereto and marked as **Exhibit "D"** is a signed letter of commitment evidencing the financing. I can also access $592,000 on an immediate basis from personal funds and one investor. Attached hereto and marked as **Exhibit "E"**, respectively, is a copy of the Royal Bank of Canada Account Information evidencing the sum of $292,000 of personal funds available and a copy of the email from counsel for the investor confirming the sum of $300,000 becoming available upon Order of this Honourable Court.

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9. Finally, through an agreement with the other shareholder, I am prepared to add to my offer any amount necessary such that all creditors will be paid in full (including all Receivership costs), in order to terminate the Receivership proceedings and return control of the Debtor Company to its shareholders. We have not been able to obtain an exact amount of the RBC debt to date, and prior to the Receiver`s report we were not able to ascertain the exact amount of its receipts and disbursements in order to put this amount into the offer. However, the shareholders now have a rough understanding of the amounts necessary and have on that basis reached an agreement to fund the payments necessary no matter what they are.

10. Based on my calculations, the offer which is proposed by the Receiver would be insufficient to pay out all creditors. Therefore, in order to satisfy the claims of creditors, the Debtor Company's other property in Sicamous would have to be liquidated, as contemplated in the Receiver's Report. This property is undeveloped land and is worth more to the Debtor Company and its shareholders in the future then at present. In contrast, my offer is sufficient to pay out all creditors and, in the event that it is not, the proposal by the shareholders set forth above will accomplish that task. Therefore, the offer which I have made is superior in every way to that proposed by the Receiver. In short, the offer proposed by the Receiver is (a) less than my offer; (b) insufficient to pay all creditors of the company; and (c) there is no greater closing assurance than my offer.

11. I have sworn this Affidavit using video technology and was not physically present before the Notary Public. I confirm that this Affidavit was sworn using the January 28, 2020 Court of Queen's Bench of Alberta, Notice to Profession and Public with respect to the virtual swearing of Affidavits.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 14th day of April, 2020.	))))	Anhal **SATINDER PAL SINGH**

A Notary Public in and for Alberta
DOUGLAS S. NISHIMURA
Barrister & Solicitor

NO. SML-S-S-1956999
Smithers Registry

IN THE SUPREME COURT OF BRITISH COLUMIBA

BETWEEN:

ROYAL BANK OF CANADA

Petitioner

AND:

2073944 ALBERTA LTD.

Respondent

AFFIDAVIT OF SATINDER PAL SINGH
SWORN APRIL _____, 2020

Field LLP
400, 444 – 7 Avenue S.W.
Calgary AB T2P 0X8
Lawyer: Douglas S. Nishimura
Phone Number: (403) 260-8548
Fax Number: (403) 264-7084
File No. 68608-1

Elvina Hussein

From:	Trevor Batty
Sent:	March-12-20 5:34 PM
To:	'Hiebert, Lisa'
Cc:	Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject:	RE: Grapevine receivership
Attachments:	Contract of Purchase and Sale.pdf; Schedule A.PDF; Schedule A COMPARISON(12358092).pdf

Hi Lisa,

Further to the below and our discussion earlier today, please find attached our client's offer with respect to the property, along with a blackline of the changes that were made to Schedule "A". If the Receiver has any questions or requires clarification please let me know.

Additionally, our client wanted us to inquire whether (provided our client's bid is successful) any portion of the sale proceeds would be paid to the listing agent? Given that our client was a related party and did not become aware of the property through the efforts of the listing agent they would expect that no commission would be payable. This obviously potentially impacts our client with respect to any guarantee obligations that may exist.

Thanks, Trevor

FIELD LAW **Trevor Batty |** Partner
T 403-260-8537 | F 403-264-7084 | tbatty@fieldlaw.com
400 – 444 7 AVE SW, Calgary AB T2P 0X8

From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Thursday, March 05, 2020 6:21 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Hi Trevor,
Hope you're doing well.

The bid deadline is now March 13. Attached are copies of the sale agreements. For any changes to Schedule A, we are requiring blacklines identifying the changes made.

Please let me know if you have any questions or would like to discuss.

Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF SATINDER PAL SINGH.

SWORN BEFORE ME THIS 14TH DAY OF APRIL, 2020.

A Notary Public in and for Alberta
DOUGLAS S. NISHIMURA
Barrister & Solicitor

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From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 5, 2020 3:36 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>
Subject: Grapevine receivership

Hi Lisa,

I'm covering this file for Doug while he is away.

Our clients are looking at making a bid for the assets. They understand that the bid deadline is now March 13.

Can you please confirm the bid deadline and send me a copy of any formal documentation that would set out the sales process?

Thanks, Trevor

Trevor Batty
Partner

T 403-260-8537
F 403-264-7084
tbatty@fieldlaw.com

Bio | Address | vCard

400 – 444 7 AVE SW
Calgary AB T2P 0X8
fieldlaw.com

FIELD LAW

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CONTRACT OF PURCHASE AND SALE

BROKERAGE: ______________________ DATE: __________

ADDRESS: ______________________ PC: ________ PHONE: __________

PREPARED BY: ______________________ MLS® NO: __________

SELLER: Grant Thornton Limited, Court-appointed Receiver of	BUYER: SATINDER PAL SINGH
SELLER: 2073944 Alberta Ltd. dba Grapevine Pub & Bistro and Liquor Store	BUYER:
ADDRESS: (and not in its personal capacity)	ADDRESS: 87 Hampstead Way NW
Suite 1600, 333 Seymour Street	Calgary AB T3A 6E5
Vancouver, BC PC: V6B 0A4	PC:
PHONE: 604-687-2711	PHONE: 403-613-7900
	OCCUPATION:

PROPERTY:

UNIT NO. ADDRESS OF PROPERTY: 156 Francois Lake Road

CITY/TOWN/MUNICIPALITY: Burns Lake BC POSTAL CODE: V0E 1E0

PID: 008-765-821 OTHER PID(S): 008-765-880, 008-765-901, 010-173-897

Lot 2, Lot 3, Lot 15, Lot 14 Block 8 Plan PRP1180 District Lot 6309 Range 5 Land District 14

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 ______________________

---------------------------NINE HUNDRED FIVE THOUSAND DOLLARS $905,000.00 (Purchase Price)

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: ______________________

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 Borden Ladner Gervais LLP, counsel for the Seller 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.

INITIALS

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

See attached Schedule "A".

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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INITIALS

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4. **COMPLETION:** The sale will be completed on April 30, yr. 2020 (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12:01 a.m. on April 30, yr. 2020 (Possession Date) OR, subject to the following existing tenancies, if any:
---- none ----

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 __________, 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:
--- see sections 6 and 7 of Schedule "A" ---

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 __________ yr. ______

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, cash 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: (1) 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); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) 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*.

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INITIALS

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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 cash 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 of Section 28 of 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.

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 "Licensee(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;

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INITIALS

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 brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent.*

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 25(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.

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)~~: not applicable

INITIALS

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Seller has an agency relationship with

_______________ *(Designated Agent(s)/Licensee(s))*

who is/are licensed in relation to _______________ *(Brokerage).*

INITIALS

B. The Buyer acknowledges having received, read and understood RECBC form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Buyer has an agency relationship with

_______________ *(Designated Agent(s)/Licensee(s))*

who is/are licensed in relation to _______________ *(Brokerage).*

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC 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)/Licensee(s))*

who is/are licensed in relation to _______________ *(Brokerage).*

having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated _______________.

INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC 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.

INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC 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.

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INITIALS

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that 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.

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

24. OFFER: This offer, or counter-offer, will be open for acceptance until __________ o'clock _____m. on _________________, yr. 2020 (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.

X ______________	______________	SEAL SATINDER PAL SINGH
WITNESS	BUYER	PRINT NAME
X ______________	______________	SEAL ______________
WITNESS	BUYER	PRINT NAME

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 [A |] INITIALS No [|] INITIALS

25. 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 ______________________________, yr.______________

The Seller declares their residency:

RESIDENT OF CANADA [|] INITIALS NON-RESIDENT OF CANADA [|] INITIALS as defined under the *Income Tax Act*.

X ______________	______________	SEAL ______________
WITNESS	SELLER	PRINT NAME
X ______________	______________	SEAL ______________
WITNESS	SELLER	PRINT NAME

*PREC represents Personal Real Estate Corporation

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SCHEDULE "A"
(Court Approved Sale)

DATE: March 10, 2020

CONTRACT OF PURCHASE AND SALE RE the lands and premises having the following parcel identifiers: 008-765-821, 008-765-880, 008-765-901 and 010-173-897 (the "Lands")

The following terms replace, modify and where applicable override the terms of the attached Contract of Purchase and Sale. Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply. Notwithstanding any term or condition to this Contract of Purchase and Sale, whether contained herein or otherwise, on accepting this Contract of Purchase and Sale the parties hereto agree as follows:

1. All references to Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean Grant Thornton Limited, in its capacity as court-appointed Receiver (the "**Receiver**") of the assets, undertakings and property of 2073944 Alberta Ltd. doing business as the Grapevine Pub & Bistro and Liquor Store Ltd. (the "**Debtor**") and the Lands, pursuant to the Court Order made December 16, 2019 in Supreme Court of British Columbia (the "**Court**"), Action No. SML-S-S-1956999, and not in its personal or corporate capacity as vendor or owner.
2. The Receiver agrees, subject to the other terms of this Contract of Purchase and Sale, to present this contract of Purchase and Sale to Court for approval and in so doing is not contractually or otherwise liable to any party in any way.
3. The Buyer agrees that it accepts the Lands "as is, where is" as of the Possession Date and saves the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Lands, and agrees to accept the Lands subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.
4. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Lands. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the Lands.
5. With respect to environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that he is responsible to investigate the environmental condition of the Lands to his satisfaction and that he is responsible to satisfy himself, and is relying on his own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Lands is satisfactory to the Buyer and the environmental condition of the Lands is otherwise acceptable. Contaminants includes, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Lands.
6. The assets to be purchased under the Contract of Purchase and Sale include all licences used in connection with the operation of the licensed retail liquor store known as the "Grapevine Liquor Store" and the licensed public house known as the "Grapevine Pub & Bistro" from the premises located at 156 Francois Lake Drive, Burns Lake, B.C. (the "**Business**"), including, without limitation, (i) the Licensee Retail Store Licence issued to the Debtor from the Liquor and Cannabis Regulation Branch assigned to the licensed retail liquor store "Grapevine Liquor Store" and having license number 195363 (the "**Liquor Retail Licence**") and (ii) the Liquor Primary Licence from the Liquor and Cannabis Regulation Branch assigned to the licensed public house "Grapevine Pub & Bistro" and having licence number 011081 (the "**Liquor Serving Licence**", and together with the Liquor Retail Licence, the "**Liquor Licences**").

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7. The assets to be purchased under the Contract of Purchase and Sale include all of the Debtor's personal property, equipment, inventory and other assets on the Lands at the Possession Date, intellectual property or goodwill and the Liquor Licenses (collectively, the "**Other Assets**"). For greater clarity, inventory includes items located at the Lands on the Possession Date which are unopened and in good and saleable condition including without limitation, deposits, goods, merchandise and stock-in-trade, but not any agreements to purchase future inventory.

8. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties as to ownership, state of repair or condition of the Other Assets. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to the quantity, quality and value of the Other Assets.

9. The Buyer acknowledges and agrees that the Buyer bears the ultimate responsibility of obtaining the the approval by the Liquor and Cannabis Regulation Branch for the transfer of the Liquor Licences to the Buyer (the "**Consent**") and that the Receiver does not consent to the continued operation of the Business under the authority of the existing Liquor Licences until the approval and delivery by the Liquor and Cannabis Regulation Branch of the new Liquor Licences. The Receiver agrees that the Receiver shall deliver to the Buyer, at the date of closing, an executed Liquor and Cannabis Regulation Branch LCRB001C in order that the Buyer may make application for the Consent, provided that (i) neither the Receiver nor the Debtor shall have any responsibility for any liabilities or obligations arising from, under or in connection with obtaining the Consent; and (ii) the Buyer shall bear all risk of loss or damage to the Business arising from, under in connection with the Buyer's failure, if any, to obtain such Consent, including but not limited to loss of opportunity or business interruption.

10. The Buyer acknowledges and agrees that there will be no adjustments, including but not limited to adjustments for rents or security deposits, made to the purchase price on account of any tenancies assumed by the Buyer.

11. The 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 for damage caused to the Lands by the registered owner of the Lands or his tenants, guests, assigns, agents or by persons unknown.

12. This Contract of Purchase and Sale is subject to approval by the Court, with the real estate commission in respect of this Contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court in the Proceedings. This condition is for the sole benefit of the Receiver.

13. The Buyer acknowledges and agrees that other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Contract of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. The Receiver may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Lands. The Receiver gives no undertaking to advocate the acceptance of this offer. To protect his interest in purchasing the Lands, the Buyer acknowledges and agrees that he should attend at the Court hearing in person or by agent and be prepared there to make such amended or increased offer to purchase the Lands as the Court may permit or direct.

14. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval:

    a. the Court varies or vacates the receivership order to remove or impede the Receiver's ability to market the Lands for sale;

    b. the property is redeemed by the mortgagor or any respondent, through private sale or otherwise, prior to court approval of a sale of the Lands; or

    c. the Receiver determines it is inadvisable to present this Contract of Purchase and Sale to the Court and in any such event the Receiver shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.

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15. The Buyer acknowledges and agrees that he is purchasing title in the Lands free and clear of all registered encumbrances, but subject to 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, and registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities.

16. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Receiver may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to the Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies.

17. No property condition disclosure statement concerning the Lands forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.

18. The Purchase Price does not include Goods and Services Tax, if any, which shall be payable by the Buyer. If both Seller and Buyer are GST registrants at the Completion Date, Buyer may either pay GST on the Purchase Price to Buyer or may self-assess and self-report as is permitted pursuant to the *Excise Tax Act* (Canada).

19. The Receiver may, at its sole discretion, extend the Completion Date by up to 10 days.

20. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Receiver may have at law or in equity against the Buyer. In accordance with s. 30(1)(g) and 30(2)(b) of the *Real Estate Services Act*, the Buyer and Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand from the Receiver or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.

21. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque, bank draft, cash or certified Lawyer's/Notary's trust cheque, and shall be delivered by prepaid courier to the solicitor acting for the Receiver.

22. Despite section 20A of the attached Contract of Purchase and Sale, the Buyer may assign this agreement to a corporation controlled by the Buyer, without the consent of but upon notice to the Receiver.

Witness	Buyer
Witness	Grant Thornton Limited, Receiver of, *inter alia*, 2073944 Alberta Ltd., including the Lands as defined herein (and not in its personal capacity)

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Document comparison by Workshare 9.5 on Tuesday, March 10, 2020 3:11:13 PM

Input:	
Document 1 ID	file://\\fieldman.local\worldox\Production\Matters\68608\0001\~VER\1\12355924.DOCX
Description	12355924
Document 2 ID	file://\\fieldman.local\worldox\Production\Matters\68608\0001\12355924.DOCX
Description	12355924
Rendering set	PLC Standard

Legend:	
Insertion	
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Style change	
Format change	
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Inserted cell	
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Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	10
Deletions	5
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	15

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SCHEDULE "A"
(Court Approved Sale)

DATE: March 10, 2020

CONTRACT OF PURCHASE AND SALE RE the lands and premises having the following parcel identifiers: 008-765-821, 008-765-880, 008-765-901 and 010-173-897 (the "Lands")

The following terms replace, modify and where applicable override the terms of the attached Contract of Purchase and Sale. Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply. Notwithstanding any term or condition to this Contract of Purchase and Sale, whether contained herein or otherwise, on accepting this Contract of Purchase and Sale the parties hereto agree as follows:

1. All references to Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean Grant Thornton Limited, in its capacity as court-appointed Receiver (the "**Receiver**") of the assets, undertakings and property of 2073944 Alberta Ltd. doing business as the Grapevine Pub & Bistro and Liquor Store Ltd. (the "**Debtor**") and the Lands, pursuant to the Court Order made December 16, 2019 in Supreme Court of British Columbia (the "**Court**"), Action No. SML-S-S-1956999, and not in its personal or corporate capacity as vendor or owner.
2. The Receiver agrees, subject to the other terms of this Contract of Purchase and Sale, to present this contract of Purchase and Sale to Court for approval and in so doing is not contractually or otherwise liable to any party in any way.
3. The Buyer agrees that it accepts the Lands "as is, where is" as of the Possession Date and saves the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Lands, and agrees to accept the Lands subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.
4. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Lands. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the Lands.
5. With respect to environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that he is responsible to investigate the environmental condition of the Lands to his satisfaction and that he is responsible to satisfy himself, and is relying on his own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Lands is satisfactory to the Buyer and the environmental condition of the Lands is otherwise acceptable. Contaminants includes, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Lands.
6. The assets to be purchased under the Contract of Purchase and Sale include all licences used in connection with the operation of the licensed retail liquor store known as the "Grapevine Liquor Store" and the licensed public house known as the "Grapevine Pub & Bistro" from the premises located at 156 Francois Lake Drive, Burns Lake, B.C. (the "**Business**"), including, without limitation, (i) the Licensee Retail Store Licence issued to the Debtor from the Liquor and Cannabis Regulation Branch assigned to the licensed retail liquor store "Grapevine Liquor Store" and having license number 195363 (the "**Liquor Retail Licence**") and (ii) the Liquor Primary Licence from the Liquor and Cannabis Regulation Branch assigned to the licensed public house "Grapevine Pub & Bistro" and having licence number 011081 (the "**Liquor Serving Licence**", and together with the Liquor Retail Licence, the "**Liquor Licences**").
7. The assets to be purchased under the Contract of Purchase and Sale include all of the Debtor's personal property, equipment, inventory and other assets on the Lands at the Possession Date, intellectual property or goodwill and the Liquor Licenses (collectively, the "**Other Assets**"). For greater

clarity, inventory includes items located at the Lands on the Possession Date which are unopened and in good and saleable condition including without limitation, deposits, goods, merchandise and stock-in-trade, but not any agreements to purchase future inventory.

8. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties as to ownership, state of repair or condition of the Other Assets. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to the quantity, quality and value of the Other Assets.
9. The Buyer acknowledges and agrees that the Buyer bears the ultimate responsibility of obtaining the the approval by the Liquor and Cannabis Regulation Branch for the transfer of the Liquor Licences to the Buyer (the "**Consent**") and that the Receiver does not consent to the continued operation of the Business under the authority of the existing Liquor Licences until the approval and delivery by the Liquor and Cannabis Regulation Branch of the new Liquor Licences. The Receiver agrees that the Receiver shall deliver to the Buyer, at the date of closing, an executed Liquor and Cannabis Regulation Branch LCRB001C in order that the Buyer may make application for the Consent, provided that (i) neither the Receiver nor the Debtor shall have any responsibility for any liabilities or obligations arising from, under or in connection with obtaining the Consent; and (ii) the Buyer shall bear all risk of loss or damage to the Business arising from, under in connection with the Buyer's failure, if any, to obtain such Consent, including but not limited to loss of opportunity or business interruption.
10. The Buyer acknowledges and agrees that there will be no adjustments, including but not limited to adjustments for rents or security deposits, made to the purchase price on account of any tenancies assumed by the Buyer.
11. The 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 for damage caused to the Lands by the registered owner of the Lands or his tenants, guests, assigns, agents or by persons unknown.
12. This Contract of Purchase and Sale is subject to approval by the Court, with the real estate commission in respect of this Contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court in the Proceedings. This condition is for the sole benefit of the Receiver.
13. The Buyer acknowledges and agrees that other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Contract of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. The Receiver may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Lands. The Receiver gives no undertaking to advocate the acceptance of this offer. To protect his interest in purchasing the Lands, the Buyer acknowledges and agrees that he should attend at the Court hearing in person or by agent and be prepared there to make such amended or increased offer to purchase the Lands as the Court may permit or direct.
14. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval:
    a. the Court varies or vacates the receivership order to remove or impede the Receiver's ability to market the Lands for sale;
    b. the property is redeemed by the mortgagor or any respondent, through private sale or otherwise, prior to court approval of a sale of the Lands; or
    c. the Receiver determines it is inadvisable to present this Contract of Purchase and Sale to the Court and in any such event the Receiver shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.

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15. ~~15.~~ The Buyer acknowledges and agrees that he is purchasing title in the Lands free and clear of all registered encumbrances ~~of the parties to the proceedings concerning the Lands brought by Royal Bank of Canada in the Supreme Court of British Columbia in accordance with such vesting order as may be made in the said proceedings except:~~, but subject to 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, and registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities~~, existing tenancies, if any, and except as otherwise set out herein~~.
16. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Receiver may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to the Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies.
17. No property condition disclosure statement concerning the Lands forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.
18. The Purchase Price does not include Goods and Services Tax, if any, which shall be payable by the Buyer. If both Seller and Buyer are GST registrants at the Completion Date, Buyer may either pay GST on the Purchase Price to Buyer or may self-assess and self-report as is permitted pursuant to the *Excise Tax Act* (Canada).
19. The Receiver may, at its sole discretion, extend the Completion Date by up to 10 days.
20. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Receiver may have at law or in equity against the Buyer. In accordance with s. 30(1)(g) and 30(2)(b) of the *Real Estate Services Act,* the Buyer and Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand from the Receiver or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.
21. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque, bank draft, cash or certified Lawyer's/Notary's trust cheque, and shall be delivered by prepaid courier to the solicitor acting for the Receiver.
22. Despite section 20A of the attached Contract of Purchase and Sale, the Buyer may assign this agreement to a corporation controlled by the Buyer, without the consent of but upon notice to the Receiver.

Witness	Buyer
~~Witness~~	~~Buyer~~
Witness	Grant Thornton Limited, Receiver of, *inter alia*, 2073944 Alberta Ltd., including the Lands as defined herein (and not in its personal capacity)

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Elvina Hussein

Subject: FW: Grapevine receivership
Attachments: New Doc 2020-03-19 13.06.19.pdf

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF SATINDER PAL SINGH.

SWORN BEFORE ME THIS 14TH DAY OF APRIL, 2020.

A Notary Public in and for Alberta
DOUGLAS S. NISHIMURA
Barrister & Solicitor

From: Trevor Batty
Sent: Thursday, March 19, 2020 6:25 PM
To: 'Hiebert, Lisa'
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com; Peter Collins
Subject: FW: Grapevine receivership

Hi Lisa,

With respect to your email below, my client has advised that he would like to increase his offer to **$920,500**. This is my client's highest and best offer. The Receiver should also take into account that no realtor commissions will be payable if my client's offer is the successful offer.

With respect to the source of funds, please find attached a purchase agreement for the previously mentioned land sale in India. This agreement is provided on a confidential basis and my client requests that you do not disseminate this document or its contents beyond you and the Receiver without my client's express consent. This would include not including or referencing it in any receiver's reports or other court materials.

My client advises that based on current exchange rates the proceeds from the land sale will be approximately $800,000. My client will complete the sale upon being advised by the Receiver that my client's offer has been accepted. It will take three weeks to close the sale and transfer the funds so if the Receiver were to advise my client early next week then closing could occur in mid-April – depending on the timing for court approval of course. If court approval is unlikely to occur in the near term (before the end of April), my client could provide proof of the land sale closing and the funds being in a Canadian account prior to the Receiver preparing the application materials. Of course, the Receiver will have the $100k deposit to fall back on which it will receive shortly after execution of the offer to purchase. My client has advised that he will be depositing $100,000 into our firm's trust account Monday in anticipation of his offer being successful.

I trust the foregoing is satisfactory but please let me know if you have any questions.

Trevor

FIELD LAW
Trevor Batty | Partner
T 403-260-8537 **| F** 403-264-7084 **|** tbatty@fieldlaw.com
400 – 444 7 AVE SW, Calgary AB T2P 0X8

From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Wednesday, March 18, 2020 5:01 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com; Peter Collins
Subject: RE: Grapevine receivership

Thanks, Trevor.

The Receiver received number of offers and is interested in potentially working with your client to complete a transaction. To maintain the fairness of the sale process, the Receiver has identified a short list of offers, and is giving each party an opportunity to make their highest and best offer by **noon Monday, March 23, 2020**. For your client's offer in particular, we ask that you provide any documentation or information available regarding the source of funds (including this transaction in India), including its timing and certainty.

As all offers are subject to Court approval, we are also asking that each party include their proposed timeline for obtaining court approval and completion. The BC Courts are currently only hearing matters deemed to be urgent (we are waiting for more specific direction from the Court in that regard).

In addition, as you note, the $100,000 deposit will become non-refundable on acceptance of an offer by the Receiver.

If you could provide any updated offer and/or documents or information by noon, Monday, March 23, that would be most appreciated.

Please let us know if you have any questions or would like to discuss.

Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 17, 2020 2:20 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>; Mark.KempGee@ca.gt.com; Peter Collins <pcollins@fieldlaw.com>
Subject: RE: Grapevine receivership

Hi Lisa,

Further to your email below and our discussion today, my client advises as follows:

1. The bulk of the financing for the purchase is coming from the pending sale of property in India so no documentation can be provided at the moment. There is $250k available to make up the balance and to pay the $100,000 deposit. Given that the deposit is forfeited in the event that the purchaser cannot close that should be more than adequate protection for any expenses incurred.

2. The purchaser is fine with paying GST on top of the purchase price at the time of closing.

If/when the Receiver accepts the offer on this basis we will prepare and execute a new offer with the corporate purchaser inserted and the language relating to the GST election removed.

I trust the foregoing is satisfactory but please let me know if the Receiver has any other concerns.

Trevor

FIELD LAW **Trevor Batty |** Partner
T 403-260-8537 **| F** 403-264-7084 **|** tbatty@fieldlaw.com
400 – 444 7 AVE SW, Calgary AB T2P 0X8

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From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Monday, March 16, 2020 5:29 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Thanks for this.

We are assessing the offers received, and would appreciate if you could ask your client for documentation confirming the availability of funds (i.e. bank statement, funds in trust, etc.).

We expect that the modification proposed at paragraph 18 of Schedule A will not be acceptable to the Receiver. I am happy to discuss that at your convenience.

Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 13, 2020 4:14 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Hi Lisa,

Further to our discussion this afternoon, our client has confirmed that funds will be available for closing and that no financing is required. The offer is unconditional.

I trust that satisfies the Receiver's concerns but please let me know if there are any others we can address.

Thanks, Trevor

FIELD LAW **Trevor Batty** | Partner
T 403-260-8537 | **F** 403-264-7084 | tbatty@fieldlaw.com
400 – 444 7 AVE SW, Calgary AB T2P 0X8

From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Friday, March 13, 2020 1:33 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Trevor,
Further to my voicemail just now, I'm hoping we can discuss a couple points arising from this offer, hopefully this afternoon. I'll be fairly close to my desk for the next few hours, so please give me a call when you can.
Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 12, 2020 4:34 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Hi Lisa,

Further to the below and our discussion earlier today, please find attached our client's offer with respect to the property, along with a blackline of the changes that were made to Schedule "A". If the Receiver has any questions or requires clarification please let me know.

Additionally, our client wanted us to inquire whether (provided our client's bid is successful) any portion of the sale proceeds would be paid to the listing agent? Given that our client was a related party and did not become aware of the property through the efforts of the listing agent they would expect that no commission would be payable. This obviously potentially impacts our client with respect to any guarantee obligations that may exist.

Thanks, Trevor

FIELD LAW **Trevor Batty |** Partner
T 403-260-8537 | **F** 403-264-7084 | tbatty@fieldlaw.com
400 – 444 7 AVE SW, Calgary AB T2P 0X8

From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Thursday, March 05, 2020 6:21 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Hi Trevor,
Hope you're doing well.

The bid deadline is now March 13. Attached are copies of the sale agreements. For any changes to Schedule A, we are requiring blacklines identifying the changes made.

Please let me know if you have any questions or would like to discuss.

Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 5, 2020 3:36 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>
Subject: Grapevine receivership

Hi Lisa,

I'm covering this file for Doug while he is away.

Our clients are looking at making a bid for the assets. They understand that the bid deadline is now March 13.

Can you please confirm the bid deadline and send me a copy of any formal documentation that would set out the sales process?

Thanks, Trevor

Trevor Batty
Partner

Bio | Address | vCard

T 403-260-8537
F 403-264-7084

400 – 444 7 AVE SW
Calgary AB T2P 0X8

tbatty@fieldlaw.com

fieldlaw.com

FIELD LAW

Elvina Hussein

Subject: FW: Grapevine receivership

From: Trevor Batty
Sent: Tuesday, March 17, 2020 3:20 PM
To: 'Hiebert, Lisa'
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com; Peter Collins
Subject: RE: Grapevine receivership

Hi Lisa,

Further to your email below and our discussion today, my client advises as follows:

1. The bulk of the financing for the purchase is coming from the pending sale of property in India so no documentation can be provided at the moment. There is $250k available to make up the balance and to pay the $100,000 deposit. Given that the deposit is forfeited in the event that the purchaser cannot close that should be more than adequate protection for any expenses incurred.

2. The purchaser is fine with paying GST on top of the purchase price at the time of closing.

If/when the Receiver accepts the offer on this basis we will prepare and execute a new offer with the corporate purchaser inserted and the language relating to the GST election removed.

I trust the foregoing is satisfactory but please let me know if the Receiver has any other concerns.

Trevor

Trevor Batty | Partner
T 403-260-8537 **| F** 403-264-7084 **|** tbatty@fieldlaw.com
400 – 444 7 AVE SW, Calgary AB T2P 0X8

From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Monday, March 16, 2020 5:29 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Thanks for this.

We are assessing the offers received, and would appreciate if you could ask your client for documentation confirming the availability of funds (i.e. bank statement, funds in trust, etc.).

We expect that the modification proposed at paragraph 18 of Schedule A will not be acceptable to the Receiver. I am happy to discuss that at your convenience.

Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com

1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 13, 2020 4:14 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Hi Lisa,

Further to our discussion this afternoon, our client has confirmed that funds will be available for closing and that no financing is required. The offer is unconditional.

I trust that satisfies the Receiver's concerns but please let me know if there are any others we can address.

Thanks, Trevor

FIELD LAW

Trevor Batty | Partner
T 403-260-8537 **| F** 403-264-7084 **|** tbatty@fieldlaw.com
400 – 444 7 AVE SW, Calgary AB T2P 0X8

From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Friday, March 13, 2020 1:33 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Trevor,
Further to my voicemail just now, I'm hoping we can discuss a couple points arising from this offer, hopefully this afternoon. I'll be fairly close to my desk for the next few hours, so please give me a call when you can.
Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 12, 2020 4:34 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Hi Lisa,

Further to the below and our discussion earlier today, please find attached our client's offer with respect to the property, along with a blackline of the changes that were made to Schedule "A". If the Receiver has any questions or requires clarification please let me know.

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Thanks, Trevor

FIELD LAW

Trevor Batty | Partner
T 403-260-8537 | **F** 403-264-7084 | tbatty@fieldlaw.com
400 - 444 7 AVE SW, Calgary AB T2P 0X8

From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Thursday, March 05, 2020 6:21 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Hi Trevor,
Hope you're doing well.

The bid deadline is now March 13. Attached are copies of the sale agreements. For any changes to Schedule A, we are requiring blacklines identifying the changes made.

Please let me know if you have any questions or would like to discuss.

Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 5, 2020 3:36 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>
Subject: Grapevine receivership

Hi Lisa,

I'm covering this file for Doug while he is away.

Our clients are looking at making a bid for the assets. They understand that the bid deadline is now March 13.

Can you please confirm the bid deadline and send me a copy of any formal documentation that would set out the sales process?

Thanks, Trevor

Trevor Batty
Partner

Bio | Address | vCard

+

T 403-260-8537
F 403-264-7084

400 – 444 7 AVE SW
Calgary AB T2P 0X8

tbatty@fieldlaw.com

fieldlaw.com

A

THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT
SATINDER PAL SINGH.

SWORN BEFORE ME THIS 14TH DAY OF APRIL, 2020.

____

A Notary Public in and for Alberta
DOUGLAS S. NISHIMURA
Barrister & Solicitor

NOTARIAL
NOTARY
SURENDER KUMAR
Advocate
Regd. No. 2126
2020
GOVT OF INDIA

AGREEMENT TO SELL & PURCHASE

This Agreement to Sell & Purchase is made & executed at Delhi, on this 17th day of February 2020, between:-

SMT. DARSHAN KAUR W/O SARDAR MAHINDER SINGH CHATWAL & (2) SH. SATINDER PAL SINGH CHATWAL S/O SARDAR MAHINDER SINGH CHATWAL BOTH R/O A-39, ANTRIKSH APARTMENT, SECTOR-14 EXTENSION, ROHINI, DELHI – 110085, (hereinafter called & referred to as "The said First Party/Seller"), which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, administrators, representatives & permitted assignee:

....AND....

SH. RAVINDER KUMAR S/O SH. HARBHAGWAN DASS R/O D-13/76, SECTOR-7, ROHINI, DELHI – 110085, (hereinafter called & referred to as "The said Second Party/Purchaser"), which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, administrators, representatives & permitted assignee:

WHEREAS the first party is/are the absolute owner & in possession of **HIG FLAT BEARING NO.A- 39, ON TENTH FLOOR, SHOWN IN THE LAYOUT PLAN OF NEW TOWN COOPERATIVE SOCIETY LTD., ALSO KNOWN AS "ANTRIKSH APARTMENT", SITUATED AT SECTOR-14 EXTENSION, ROHINI, DELHI – 110085,** with proportionate lease hold rights of the land under the said property, (hereinafter called & referred to as "The said Property").

Contd..3/p..

NOTARY
SURENDER KUMAR
Advocate
Regd. No. 2126
2020
GOVT OF INDIA

A

AND WHEREAS the first party has agreed to sell above said property **HIG FLAT BEARING NO.A- 39, ON TENTH FLOOR, SHOWN IN THE LAYOUT PLAN OF NEW TOWN COOPERATIVE SOCIETY LTD., ALSO KNOWN AS "ANTRIKSH APARTMENT", SITUATED AT SECTOR-14 EXTENSION, ROHINI, DELHI – 110085,** with the Free hold rights of the said HIG FLAT under the said property to the second party who has agreed to purchase the same for a consideration amount a sum of **Rs.4,15,00,000/- (Rupees Four Crore Fifteen Lacs Only).**

AND WHEREAS the second party has agreed to purchase the same for a sum of **Rs.4,15,00,000/- (Rupees Four Crore Fifteen Lacs Only)** and will be paid by the Second Party to the First party within two working days as and when confirm the deal in Canada Property with business in Burnslake BC, Grapevine pub and liquor store by the first Party.

AND WHEREAS the second party will be paid the entire sale consideration after confirmation by the first party and before the execution of Sale deed in favor of Second Party or his nominee or any third person as desired by the Second Party.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That this agreement is subject to confirmation of the deal in Canada Property with business in Burnslake BC, Grapevine pub and liquor store by the first Party. If the deal of Canada not confirmed than this agreement to Sell & Purchase is stand automatically cancelled and null and void between both the parties.

2. That this agreement is valid up till 30.04.2020 subject to any further extension in written by both the parties.

3. That the entire sale consideration amount will be paid by the second party to the first party at the time of registration of Sale Deed of the said property.

4. That the entire sale consideration amount will be paid by the Second Party to the First party within two working days as and when confirm the deal in Canada Property with business in Burnslake BC by the first Party.

5. That the second party is entitled to get the transfer documents executed from the first party on the date of final/balance payment in his/her favor or in the name of any person appointed by the second party, to which the first party have no objection.

6. That all the expenses of stamp duty, writing charges, registration fees, court fees etc. shall be paid and borne by the second party.

NOTARY
2020
SURENDER KUMAR
Advocate
Regd. No. 2126
GOVT OF INDIA

Contd…P/4..

That in consideration of the said amount, the FIRST PARTY doth hereby absolutely sells, conveys, transfers and assigns the said property, unto the SECOND PARTY with all his/her rights, titles, interests, options, easements, privileges and appurtenances attached thereto, to the SECOND PARTY and the SECOND PARTY will use, hold, enjoy, sell, mortgage the said property in any manner, he/she/they likes.

2. That the physical possession of the said property is with the FIRST PARTY, hence the FIRST PARTY shall delivered the vacant physical possession of the above said property to the SECOND PARTY at the time of registration of this Agreement to Sell..

3. That the SECOND PARTY have become the sole & absolute owner of the above mentioned property under sale and shall hereafter be fully entitled to use, hold, enjoy, transfer and sell the same in any manner, he/she/they/they likes without any hindrance, claim or demand whatsoever from the FIRST PARTY or any other person claiming under or through him/her/them.

4. That the SECOND PARTY can get the above mentioned property under sale mutated, substituted and transferred in his/her own name on the basis of this Agreement to Sell in the records of Municipal Corporation of Delhi, Delhi Jal Board, N.D.P.L., DDA or any other concerned authorities and all other relevant records in the absence of the FIRST PARTY.

5. That all the dues, demands, taxes, charges, duties, liabilities and outgoings, if any, shall be paid and borne by the FIRST PARTY upto the date of registration of this Agreement to Sell relating to the above mentioned property and thereafter the same shall be paid and borne by the SECOND PARTY.

6. That all the expenses of this Agreement to Sell such as stamp duty, registration charges, writing charges etc. whatsoever have been paid and borne by the SECOND PARTY.

NOTARY
2020
SURENDER KUMAR
Advocate
Regd. No. 2126
GOVT OF INDIA

Contd..5/p..

14. That the first party hereby further assures the second party that he/she/they will co-operate in all the formalities for the transfer of the said property in favour of the second party as and when permissible, however, all the dues, taxes, electric, water and house tax, unearned increase and conversion amount, outgoing, etc. at the time of transfer of the said property shall be paid by the second party.

15. That the first party shall not have any right, interest or lien on the said property and easement attached thereto, and the second party shall be its sole owner henceforth.

16. That the first party also confirms that he/she/they will sign all the concerned documents, forms, affidavits, etc., which may be required at the time of transfer of the said property in favour of the second party.

17. That this Agreement will remain irrevocable and binding on both the parties and their heirs and successors.

18. That whenever and wherever the presentation of the first party will be required for the completion of any acts, deeds and things regarding the transfer of the said property in favour of the second party or his/her nominee, then the first party shall present and execute for the same.

19. That if the first party infringes the terms and conditions of this agreement then the second party is fully entitled to get the said property transferred in his/her own name or in the name of his nominees through court of law at the costs of the first party.

20. That all the expenses for this transaction such as stamp duty, writing charges, registration charges have been paid and borne by the second party.

IN WITNESS WHEREOF, this Agreement to Sell is executed at Delhi, on the day, month and year first above written, in the presence of the following witnesses.

WITNESSES:

1. Amita

NOTARY
2020
SURENDER KUMAR
Advocate
Regd. No. 2126
GOVT OF INDIA

FIRST PARTY

2. Ashok Dhall

ATTESTED
NOTARY PUBLIC
DELHI (INDIA)
17 FEB 2020

Amita

SECOND PARTY

4

FIRST MORTGAGE FINANCING
Term Sheet

Date: April 13, 2020

LOAN AMOUNT:	$625,000.00
LENDER FEE:	**2.0% Deducted from advance. (Prior to funding, the borrower will prepay $6,250.00 to the lender as a commitment fee) that will be deducted from 2% lender fee of $12,500.00.**
BROKER FEE:	**2.0% will also be deducted from advance**
SECURITY:	Loan amount will be secured by way of a second mortgage to be registered on 1101 & 1103 4th Street SEW & 1505 & 1507 11th Ave SW Calgary Alberta. Personal Guarantee of Satinder Singh & Kuldeep Kaur is required.
COMMITMENT TERM:	1 year – fully open on any payment date
FUNDING SCHEDULE:	Lender requires existing first mortgage on Calgary properties to be in good standing. All property taxes to be paid to date. Registration of security subject to satisfaction of lender's Solicitor. Borrower to pay for lender's solicitor - $3,000.00 and provide a policy of title insurance for the mortgage. Funds are available as & when required by the client.
INTEREST RATE:	14% annually
REPAYMENT PLAN:	Interest only payments on principal amount. Option to renew for an additional year provided a 2% fee is paid to lender.
USE OF LOAN PROCEEDS:	

924643 Alberta Ltd.

Per:

Satinder Pal Singh

Per:

Guarantor –

THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT OF SATINDER PAL SINGH.

SWORN BEFORE ME THIS 14TH DAY OF APRIL, 2020.

A Notary Public in and for Alberta
DOUGLAS S. NISHIMURA
Barrister & Solicitor

4

Elvina Hussein

From: Rohita Pannu <rplawcorp@gmail.com>
Sent: April-13-20 1:34 PM
To: musicindia84@yahoo.ca; Douglas Nishimura

Hello,

Our firm represents Gurmukh Singh.

Our law firm will be holding $300,000.00 for Grape Wine Pub purchase from court. We will transfer funds once Mr. Satinder's company Burns Lake Pub 'N' Tandoori Grill Ltd will get order from court for the purchase.

Regards,
Rohita

--
Rohita Pannu
Rohita Pannu Law Corporation
102-9278, 120th Street
Surrey, BC V3V 4B8
Tel:604-589-1399
Fax:604-589-1556
rplawcorp@gmail.com

THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT OF SATINDER PAL SINGH.

SWORN BEFORE ME THIS 14TH DAY OF APRIL, 2020.

____
A Notary Public in and for Alberta
DOUGLAS S. NISHIMURA
Barrister & Solicitor

Account Information

April 13, 2020

KULDEEP KAUR

Assets

Total Assets: $292,717.87

Chequing / Savings	Ownership	Overdraft Limit	Balance
U.S. Personal - 01259 4517835	Joint or	1,000	466.90
RBC Signature No Limit Banking - 02089 5053855	Joint or	500	292,250.97
		Total:	**$292,717.87**

Investments	Maturity Date	Balance
There are no items to be displayed.		

02089-003
ROYAL BANK OF CANADA
APR 13 2020
CALGARY, AB
02089-003

Liabilities

Total Liabilities: $6,988.50

Credit Cards	Ownership	Protection	Limit	Balance
4512125014903270	Sole Owner		17,500	0.00
4514079380131206	Sole Owner		6,000	6,988.50
		Total:		**$6,988.50**

Loans / Mortgages	Ownership	Life	Insurance Protection: Critical Illness	Disability	Maturity Date	Balance
There are no items to be displayed.						

Additional Services

Account Type	Ownership	Balance
SDB/RCS - 01259 03632	Joint or	0.00

Please Note:
Royal Mutual Funds

NO. SML-S-S-1956999
Smithers Registry

IN THE SUPREME COURT OF BRITISH COLUMIBA

BETWEEN:

ROYAL BANK OF CANADA

Petitioner

AND:

2073944 ALBERTA LTD.

Respondent

AFFIDAVIT OF SATINDER PAL SINGH
(Sworn April 14, 2020)

I, SATINDER PAL SINGH of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am a shareholder, director and creditor (through shareholder loans) of 2073944 Alberta Ltd. (the "**Debtor Company**"). I am also a guarantor of the debt owed by the Debtor Company to Royal Bank of Canada ("**RBC"**). As such, I have personal knowledge of the facts deposed to herein, except where stated to be upon information and belief, in which case I believe the same to be true.

2. Upon the Receivership of the Debtor Company, I made it known to the Receiver, through counsel, that I would be prepared to purchase the assets of the Debtor Company in Burns Lake (the "**Burns Lake Assets**") and, in doing so, would be willing to operating the business prior to closing of the sale without charge, so as to minimize Receivership costs. The Receiver did not agree to that offer. Instead, the Receiver entered into a sales program through a realtor.

3. On March 12, 2020 my counsel submitted an offer for the Burns Lake assets on my behalf, a copy of which is attached hereto and marked as **Exhibit "A"** including a blackline of the minor changes to Schedule A of the form of offer. My counsel noted that, since the offer was made by a related party and not through the involvement of the appointment of a realtor, no realtor fees would be payable, thus increasing the value of the offer.

4. Due to questions raised by the Receiver regarding the offer, my counsel communicated on a regular basis with the Receiver, in telephone calls and by email correspondence between March 12 – March 19, 2020. Attached hereto and marked as **Exhibit "B"**, is a copy of the email correspondence. My counsel confirmed that:

   (a) The funds for completion of the transaction were available from a property sale in India and my own financial resources, plus the deposit which had already been paid;

   (b) I was fine with paying GST (which was one of the original changes to the Schedule, with the result that the relevant amendment was withdrawn); and

   (c) Ultimately, on March 19, 2020, the offer was increased to $920,500.

5. In order to satisfy the Receiver's concerns regarding the availability of funds, my counsel provided evidence of the source of funds, being the sale of my property in India. A copy of the sale agreement which was provided to the Receiver is attached hereto and marked as **Exhibit "C"**. We also noted that the deposit which had been provided would be fully available to the Receiver, if the sale did not conclude.

6. There was no subsequent indication from the Receiver that there were still any concerns.

7. Notwithstanding the foregoing, the Receiver did not accept my offer, but rather, accepted a lower offer. In its Report, the Receiver has indicated that concerns regarding closing were the main factor in this decision. It is my view that I have adequately shown both ability to close and had provided adequate security in the amount sought by the Receiver and closing should not have been a concern. It is not clear to me what evidence the Receiver relied upon to determine that the land sale in India was not proof of my ability to close the transaction, or what evidence the receiver has relied upon with respect to the financial ability of the proposed purchaser, which is a numbered company.

8. As further evidence of my ability to close, I can advise that I am able to access $600,000 by refinancing my commercial property in Calgary. Attached hereto and marked as **Exhibit "D"** is a signed letter of commitment evidencing the financing. I can also access $592,000 on an immediate basis from personal funds and one investor. Attached hereto and marked as **Exhibit "E"**, respectively, is a copy of the Royal Bank of Canada Account Information evidencing the sum of $292,000 of personal funds available and a copy of the email from counsel for the investor confirming the sum of $300,000 becoming available upon Order of this Honourable Court.

9. Finally, through an agreement with the other shareholder, I am prepared to add to my offer any amount necessary such that all creditors will be paid in full (including all Receivership costs), in order to terminate the Receivership proceedings and return control of the Debtor Company to its shareholders. We have not been able to obtain an exact amount of the RBC debt to date, and prior to the Receiver`s report we were not able to ascertain the exact amount of its receipts and disbursements in order to put this amount into the offer. However, the shareholders now have a rough understanding of the amounts necessary and have on that basis reached an agreement to fund the payments necessary no matter what they are.

10. Based on my calculations, the offer which is proposed by the Receiver would be insufficient to pay out all creditors. Therefore, in order to satisfy the claims of creditors, the Debtor Company's other property in Sicamous would have to be liquidated, as contemplated in the Receiver's Report. This property is undeveloped land and is worth more to the Debtor Company and its shareholders in the future then at present. In contrast, my offer is sufficient to pay out all creditors and, in the event that it is not, the proposal by the shareholders set forth above will accomplish that task. Therefore, the offer which I have made is superior in every way to that proposed by the Receiver. In short, the offer proposed by the Receiver is (a) less than my offer; (b) insufficient to pay all creditors of the company; and (c) there is no greater closing assurance than my offer.

11. I have sworn this Affidavit using video technology and was not physically present before the Notary Public. I confirm that this Affidavit was sworn using the January 28, 2020 Court of Queen's Bench of Alberta, Notice to Profession and Public with respect to the virtual swearing of Affidavits.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 14th day of April, 2020.	))))	
A Notary Public in and for Alberta **DOUGLAS S. NISHIMURA** **Barrister & Solicitor**		**SATINDER PAL SINGH**

NO. SML-S-S-1956999
Smithers Registry

IN THE SUPREME COURT OF BRITISH COLUMIBA

BETWEEN:

ROYAL BANK OF CANADA

Petitioner

AND:

2073944 ALBERTA LTD.

Respondent

AFFIDAVIT OF SATINDER PAL SINGH
SWORN APRIL 14th, 2020

Field LLP
400, 444 – 7 Avenue S.W.
Calgary AB T2P 0X8
Lawyer: Douglas S. Nishimura
Phone Number: (403) 260-8548
Fax Number: (403) 264-7084
File No. 68608-1

Elvina Hussein

From:	Trevor Batty
Sent:	March-12-20 5:34 PM
To:	'Hiebert, Lisa'
Cc:	Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject:	RE: Grapevine receivership
Attachments:	Contract of Purchase and Sale.pdf; Schedule A.PDF; Schedule A COMPARISON(12358092).pdf

Hi Lisa,

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FIELD LAW

Trevor Batty | Partner
T 403-260-8537 | **F** 403-264-7084 | tbatty@fieldlaw.com
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Please let me know if you have any questions or would like to discuss.

Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF SATINDER PAL SINGH.

SWORN BEFORE ME THIS 14TH DAY OF APRIL, 2020.

A Notary Public in and for Alberta
DOUGLAS S. NISHIMURA
Barrister & Solicitor

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 5, 2020 3:36 PM
To: Hiebert, Lisa <LHiebert@blg.com>
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Subject: Grapevine receivership

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Can you please confirm the bid deadline and send me a copy of any formal documentation that would set out the sales process?

Thanks, Trevor

Trevor Batty
Partner

Bio | Address | vCard

T 403-260-8537
F 403-264-7084

400 – 444 7 AVE SW
Calgary AB T2P 0X8

tbatty@fieldlaw.com

fieldlaw.com

FIELD LAW

BCrea British Columbia Real Estate Association — THE CANADIAN BAR ASSOCIATION British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: ______ DATE: ______
ADDRESS: ______ PC: ______ PHONE: ______
PREPARED BY: ______ MLS® NO: ______

SELLER: Grant Thornton Limited, Court-appointed Receiver of	BUYER: SATINDER PAL SINGH
SELLER: 2073944 Alberta Ltd. dba Grapevine Pub & Bistro and Liquor Store	BUYER:
ADDRESS: (and not in its personal capacity)	ADDRESS: 87 Hampstead Way NW
Suite 1600, 333 Seymour Street	Calgary AB T3A 6E5
Vancouver, BC PC: V6B 0A4	PC:
PHONE: 604-687-2711	PHONE: 403-613-7900
	OCCUPATION:

PROPERTY:

UNIT NO.:
ADDRESS OF PROPERTY: 156 Francois Lake Road
CITY/TOWN/MUNICIPALITY: Burns Lake BC
POSTAL CODE: V0E 1E0
PID: 008-765-821
OTHER PID(S): 008-765-880, 008-765-901, 010-173-897

Lot 2, Lot 3, Lot 15, Lot 14 Block 8 Plan PRP1180 District Lot 6309 Range 5 Land District 14

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

---------------------------NINE HUNDRED FIVE THOUSAND DOLLARS $905,000.00 (Purchase Price)

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: ______

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 Borden Ladner Gervais LLP, counsel for the Seller 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.

INITIALS

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

See attached Schedule "A".

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.*

	J		

INITIALS

4. **COMPLETION:** The sale will be completed on April 30, yr. 2020 (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12:01 a.m. on April 30, yr. 2020 (Possession Date) OR, subject to the following existing tenancies, if any: ---- none ----

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 ______, 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:
--- see sections 6 and 7 of Schedule "A" ---

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 ______ yr. ______

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, cash 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: (1) 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); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) 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*.

	JA		

INITIALS

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 cash 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 of Section 28 of 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.

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 "Licensee(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;

	JL		

INITIALS

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 brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent.*

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 25(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.

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)~~: not applicable

INITIALS

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Seller has an agency relationship with

____ *(Designated Agent(s)/Licensee(s))*

who is/are licensed in relation to ________________________________ *(Brokerage)*.

INITIALS

B. The Buyer acknowledges having received, read and understood RECBC form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Buyer has an agency relationship with

____ *(Designated Agent(s)/Licensee(s))*

who is/are licensed in relation to ________________________________ *(Brokerage)*.

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC 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)/Licensee(s))*

who is/are licensed in relation to ________________________________ *(Brokerage)*,

having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated ____________.

INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC 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.

INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC 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.

INITIALS

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that 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.

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

24. OFFER: This offer, or counter-offer, will be open for acceptance until __________ o'clock _____m. on __________________, yr. 2020 (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.

X ______ WITNESS	______ BUYER	SEAL SATINDER PAL SINGH PRINT NAME
X ______ WITNESS	______ BUYER	SEAL ______ PRINT NAME

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 [A] [ ] INITIALS   No [ ] [ ] INITIALS

25. 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 ________________________________, yr.______________

The Seller declares their residency:

RESIDENT OF CANADA [ ] [ ] INITIALS   NON-RESIDENT OF CANADA [ ] [ ] INITIALS   as defined under the *Income Tax Act*.

X ______ WITNESS	______ SELLER	SEAL ______ PRINT NAME
X ______ WITNESS	______ SELLER	SEAL ______ PRINT NAME

*PREC represents Personal Real Estate Corporation

SCHEDULE "A"
(Court Approved Sale)

DATE: March 10, 2020

CONTRACT OF PURCHASE AND SALE RE the lands and premises having the following parcel identifiers: 008-765-821, 008-765-880, 008-765-901 and 010-173-897 (the "Lands")

The following terms replace, modify and where applicable override the terms of the attached Contract of Purchase and Sale. Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply. Notwithstanding any term or condition to this Contract of Purchase and Sale, whether contained herein or otherwise, on accepting this Contract of Purchase and Sale the parties hereto agree as follows:

1. All references to Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean Grant Thornton Limited, in its capacity as court-appointed Receiver (the "**Receiver**") of the assets, undertakings and property of 2073944 Alberta Ltd. doing business as the Grapevine Pub & Bistro and Liquor Store Ltd. (the "**Debtor**") and the Lands, pursuant to the Court Order made December 16, 2019 in Supreme Court of British Columbia (the "**Court**"), Action No. SML-S-S-1956999, and not in its personal or corporate capacity as vendor or owner.

2. The Receiver agrees, subject to the other terms of this Contract of Purchase and Sale, to present this contract of Purchase and Sale to Court for approval and in so doing is not contractually or otherwise liable to any party in any way.

3. The Buyer agrees that it accepts the Lands "as is, where is" as of the Possession Date and saves the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Lands, and agrees to accept the Lands subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.

4. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Lands. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the Lands.

5. With respect to environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that he is responsible to investigate the environmental condition of the Lands to his satisfaction and that he is responsible to satisfy himself, and is relying on his own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Lands is satisfactory to the Buyer and the environmental condition of the Lands is otherwise acceptable. Contaminants includes, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Lands.

6. The assets to be purchased under the Contract of Purchase and Sale include all licences used in connection with the operation of the licensed retail liquor store known as the "Grapevine Liquor Store" and the licensed public house known as the "Grapevine Pub & Bistro" from the premises located at 156 Francois Lake Drive, Burns Lake, B.C. (the "**Business**"), including, without limitation, (i) the Licensee Retail Store Licence issued to the Debtor from the Liquor and Cannabis Regulation Branch assigned to the licensed retail liquor store "Grapevine Liquor Store" and having license number 195363 (the "**Liquor Retail Licence**") and (ii) the Liquor Primary Licence from the Liquor and Cannabis Regulation Branch assigned to the licensed public house "Grapevine Pub & Bistro" and having licence number 011081 (the "**Liquor Serving Licence**", and together with the Liquor Retail Licence, the "**Liquor Licences**").

7. The assets to be purchased under the Contract of Purchase and Sale include all of the Debtor's personal property, equipment, inventory and other assets on the Lands at the Possession Date, intellectual property or goodwill and the Liquor Licenses (collectively, the "**Other Assets**"). For greater clarity, inventory includes items located at the Lands on the Possession Date which are unopened and in good and saleable condition including without limitation, deposits, goods, merchandise and stock-in-trade, but not any agreements to purchase future inventory.

8. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties as to ownership, state of repair or condition of the Other Assets. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to the quantity, quality and value of the Other Assets.

9. The Buyer acknowledges and agrees that the Buyer bears the ultimate responsibility of obtaining the the approval by the Liquor and Cannabis Regulation Branch for the transfer of the Liquor Licences to the Buyer (the "**Consent**") and that the Receiver does not consent to the continued operation of the Business under the authority of the existing Liquor Licences until the approval and delivery by the Liquor and Cannabis Regulation Branch of the new Liquor Licences. The Receiver agrees that the Receiver shall deliver to the Buyer, at the date of closing, an executed Liquor and Cannabis Regulation Branch LCRB001C in order that the Buyer may make application for the Consent, provided that (i) neither the Receiver nor the Debtor shall have any responsibility for any liabilities or obligations arising from, under or in connection with obtaining the Consent; and (ii) the Buyer shall bear all risk of loss or damage to the Business arising from, under in connection with the Buyer's failure, if any, to obtain such Consent, including but not limited to loss of opportunity or business interruption.

10. The Buyer acknowledges and agrees that there will be no adjustments, including but not limited to adjustments for rents or security deposits, made to the purchase price on account of any tenancies assumed by the Buyer.

11. The 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 for damage caused to the Lands by the registered owner of the Lands or his tenants, guests, assigns, agents or by persons unknown.

12. This Contract of Purchase and Sale is subject to approval by the Court, with the real estate commission in respect of this Contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court in the Proceedings. This condition is for the sole benefit of the Receiver.

13. The Buyer acknowledges and agrees that other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Contract of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. The Receiver may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Lands. The Receiver gives no undertaking to advocate the acceptance of this offer. To protect his interest in purchasing the Lands, the Buyer acknowledges and agrees that he should attend at the Court hearing in person or by agent and be prepared there to make such amended or increased offer to purchase the Lands as the Court may permit or direct.

14. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval:

    a. the Court varies or vacates the receivership order to remove or impede the Receiver's ability to market the Lands for sale;

    b. the property is redeemed by the mortgagor or any respondent, through private sale or otherwise, prior to court approval of a sale of the Lands; or

    c. the Receiver determines it is inadvisable to present this Contract of Purchase and Sale to the Court and in any such event the Receiver shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.

15. The Buyer acknowledges and agrees that he is purchasing title in the Lands free and clear of all registered encumbrances, but subject to 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, and registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities.

16. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Receiver may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to the Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies.

17. No property condition disclosure statement concerning the Lands forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.

18. The Purchase Price does not include Goods and Services Tax, if any, which shall be payable by the Buyer. If both Seller and Buyer are GST registrants at the Completion Date, Buyer may either pay GST on the Purchase Price to Buyer or may self-assess and self-report as is permitted pursuant to the *Excise Tax Act* (Canada).

19. The Receiver may, at its sole discretion, extend the Completion Date by up to 10 days.

20. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Receiver may have at law or in equity against the Buyer. In accordance with s. 30(1)(g) and 30(2)(b) of the *Real Estate Services Act,* the Buyer and Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand from the Receiver or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.

21. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque, bank draft, cash or certified Lawyer's/Notary's trust cheque, and shall be delivered by prepaid courier to the solicitor acting for the Receiver.

22. Despite section 20A of the attached Contract of Purchase and Sale, the Buyer may assign this agreement to a corporation controlled by the Buyer, without the consent of but upon notice to the Receiver.

Witness	Buyer
Witness	Grant Thornton Limited, Receiver of, *inter alia*, 2073944 Alberta Ltd., including the Lands as defined herein (and not in its personal capacity)

Document comparison by Workshare 9.5 on Tuesday, March 10, 2020 3:11:13 PM

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	Count
Insertions	10
Deletions	5
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	15

SCHEDULE “A”
(Court Approved Sale)

DATE: ~~______________ __,~~March 10, 2020

CONTRACT OF PURCHASE AND SALE RE the lands and premises having the following parcel identifiers: 008-765-821, 008-765-880, 008-765-901 and 010-173-897 (the “Lands”)

The following terms replace, modify and where applicable override the terms of the attached Contract of Purchase and Sale. Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply. Notwithstanding any term or condition to this Contract of Purchase and Sale, whether contained herein or otherwise, on accepting this Contract of Purchase and Sale the parties hereto agree as follows:

1. All references to Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean Grant Thornton Limited, in its capacity as court-appointed Receiver (the “**Receiver**”) of the assets, undertakings and property of 2073944 Alberta Ltd. doing business as the Grapevine Pub & Bistro and Liquor Store Ltd. (the “**Debtor”**) and the Lands, pursuant to the Court Order made December 16, 2019 in Supreme Court of British Columbia (the “**Court**”), Action No. SML-S-S-1956999, and not in its personal or corporate capacity as vendor or owner.
2. The Receiver agrees, subject to the other terms of this Contract of Purchase and Sale, to present this contract of Purchase and Sale to Court for approval and in so doing is not contractually or otherwise liable to any party in any way.
3. The Buyer agrees that it accepts the Lands “as is, where is” as of the Possession Date and saves the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Lands, and agrees to accept the Lands subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.
4. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Lands. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the Lands.
5. With respect to environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that he is responsible to investigate the environmental condition of the Lands to his satisfaction and that he is responsible to satisfy himself, and is relying on his own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Lands is satisfactory to the Buyer and the environmental condition of the Lands is otherwise acceptable. Contaminants includes, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Lands.
6. The assets to be purchased under the Contract of Purchase and Sale include all licences used in connection with the operation of the licensed retail liquor store known as the “Grapevine Liquor Store” and the licensed public house known as the “Grapevine Pub & Bistro” from the premises located at 156 Francois Lake Drive, Burns Lake, B.C. (the “**Business**”), including, without limitation, (i) the Licensee Retail Store Licence issued to the Debtor from the Liquor and Cannabis Regulation Branch assigned to the licensed retail liquor store “Grapevine Liquor Store” and having license number 195363 (the “**Liquor Retail Licence**”) and (ii) the Liquor Primary Licence from the Liquor and Cannabis Regulation Branch assigned to the licensed public house “Grapevine Pub & Bistro” and having licence number 011081 (the “**Liquor Serving Licence**”, and together with the Liquor Retail Licence, the “**Liquor Licences**”).
7. The assets to be purchased under the Contract of Purchase and Sale include all of the Debtor’s personal property, equipment, inventory and other assets on the Lands at the Possession Date, intellectual property or goodwill and the Liquor Licenses (collectively, the “**Other Assets**”). For greater

clarity, inventory includes items located at the Lands on the Possession Date which are unopened and in good and saleable condition including without limitation, deposits, goods, merchandise and stock-in-trade, but not any agreements to purchase future inventory.

8. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties as to ownership, state of repair or condition of the Other Assets. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to the quantity, quality and value of the Other Assets.
9. The Buyer acknowledges and agrees that the Buyer bears the ultimate responsibility of obtaining the the approval by the Liquor and Cannabis Regulation Branch for the transfer of the Liquor Licences to the Buyer (the "**Consent**") and that the Receiver does not consent to the continued operation of the Business under the authority of the existing Liquor Licences until the approval and delivery by the Liquor and Cannabis Regulation Branch of the new Liquor Licences. The Receiver agrees that the Receiver shall deliver to the Buyer, at the date of closing, an executed Liquor and Cannabis Regulation Branch LCRB001C in order that the Buyer may make application for the Consent, provided that (i) neither the Receiver nor the Debtor shall have any responsibility for any liabilities or obligations arising from, under or in connection with obtaining the Consent; and (ii) the Buyer shall bear all risk of loss or damage to the Business arising from, under in connection with the Buyer's failure, if any, to obtain such Consent, including but not limited to loss of opportunity or business interruption.
10. The Buyer acknowledges and agrees that there will be no adjustments, including but not limited to adjustments for rents or security deposits, made to the purchase price on account of any tenancies assumed by the Buyer.
11. The 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 for damage caused to the Lands by the registered owner of the Lands or his tenants, guests, assigns, agents or by persons unknown.
12. This Contract of Purchase and Sale is subject to approval by the Court, with the real estate commission in respect of this Contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court in the Proceedings. This condition is for the sole benefit of the Receiver.
13. The Buyer acknowledges and agrees that other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Contract of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. The Receiver may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Lands. The Receiver gives no undertaking to advocate the acceptance of this offer. To protect his interest in purchasing the Lands, the Buyer acknowledges and agrees that he should attend at the Court hearing in person or by agent and be prepared there to make such amended or increased offer to purchase the Lands as the Court may permit or direct.
14. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval:
    a. the Court varies or vacates the receivership order to remove or impede the Receiver's ability to market the Lands for sale;
    b. the property is redeemed by the mortgagor or any respondent, through private sale or otherwise, prior to court approval of a sale of the Lands; or
    c. the Receiver determines it is inadvisable to present this Contract of Purchase and Sale to the Court and in any such event the Receiver shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.

15. ~~15.~~ The Buyer acknowledges and agrees that he is purchasing title in the Lands free and clear of all registered encumbrances ~~of the parties to the proceedings concerning the Lands brought by Royal Bank of Canada in the Supreme Court of British Columbia in accordance with such vesting order as may be made in the said proceedings except:~~, but subject to 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, and registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities~~, existing tenancies, if any, and except as otherwise set out herein~~.

16. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Receiver may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to the Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies.

17. No property condition disclosure statement concerning the Lands forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.

18. The Purchase Price does not include Goods and Services Tax, if any, which shall be payable by the Buyer. If both Seller and Buyer are GST registrants at the Completion Date, Buyer may either pay GST on the Purchase Price to Buyer or may self-assess and self-report as is permitted pursuant to the *Excise Tax Act* (Canada).

19. The Receiver may, at its sole discretion, extend the Completion Date by up to 10 days.

20. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Receiver may have at law or in equity against the Buyer. In accordance with s. 30(1)(g) and 30(2)(b) of the *Real Estate Services Act,* the Buyer and Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand from the Receiver or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.

21. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque, bank draft, cash or certified Lawyer's/Notary's trust cheque, and shall be delivered by prepaid courier to the solicitor acting for the Receiver.

22. Despite section 20A of the attached Contract of Purchase and Sale, the Buyer may assign this agreement to a corporation controlled by the Buyer, without the consent of but upon notice to the Receiver.

______________________	______________________
Witness	Buyer
______________________	______________________
~~Witness~~	~~Buyer~~
______________________	______________________
Witness	Grant Thornton Limited, Receiver of, *inter alia*, 2073944 Alberta Ltd., including the Lands as defined herein (and not in its personal capacity)

Elvina Hussein

Subject: FW: Grapevine receivership
Attachments: New Doc 2020-03-19 13.06.19.pdf

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF SATINDER PAL SINGH.

SWORN BEFORE ME THIS **14TH** DAY OF APRIL, 2020.

A Notary Public in and for Alberta
DOUGLAS S. NISHIMURA
Barrister & Solicitor

From: Trevor Batty
Sent: Thursday, March 19, 2020 6:25 PM
To: 'Hiebert, Lisa'
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com; Peter Collins
Subject: FW: Grapevine receivership

Hi Lisa,

With respect to your email below, my client has advised that he would like to increase his offer to **$920,500**. This is my client's highest and best offer. The Receiver should also take into account that no realtor commissions will be payable if my client's offer is the successful offer.

With respect to the source of funds, please find attached a purchase agreement for the previously mentioned land sale in India. This agreement is provided on a confidential basis and my client requests that you do not disseminate this document or its contents beyond you and the Receiver without my client's express consent. This would include not including or referencing it in any receiver's reports or other court materials.

My client advises that based on current exchange rates the proceeds from the land sale will be approximately $800,000. My client will complete the sale upon being advised by the Receiver that my client's offer has been accepted. It will take three weeks to close the sale and transfer the funds so if the Receiver were to advise my client early next week then closing could occur in mid-April – depending on the timing for court approval of course. If court approval is unlikely to occur in the near term (before the end of April), my client could provide proof of the land sale closing and the funds being in a Canadian account prior to the Receiver preparing the application materials. Of course, the Receiver will have the $100k deposit to fall back on which it will receive shortly after execution of the offer to purchase. My client has advised that he will be depositing $100,000 into our firm's trust account Monday in anticipation of his offer being successful.

I trust the foregoing is satisfactory but please let me know if you have any questions.

Trevor

FIELD LAW
Trevor Batty | Partner
T 403-260-8537 | F 403-264-7084 | tbatty@fieldlaw.com
400 – 444 7 AVE SW, Calgary AB T2P 0X8

From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Wednesday, March 18, 2020 5:01 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com; Peter Collins
Subject: RE: Grapevine receivership

Thanks, Trevor.

The Receiver received number of offers and is interested in potentially working with your client to complete a transaction. To maintain the fairness of the sale process, the Receiver has identified a short list of offers, and is giving each party an opportunity to make their highest and best offer by **noon Monday, March 23, 2020**. For your client's offer in particular, we ask that you provide any documentation or information available regarding the source of funds (including this transaction in India), including its timing and certainty.

As all offers are subject to Court approval, we are also asking that each party include their proposed timeline for obtaining court approval and completion. The BC Courts are currently only hearing matters deemed to be urgent (we are waiting for more specific direction from the Court in that regard).

In addition, as you note, the $100,000 deposit will become non-refundable on acceptance of an offer by the Receiver.

If you could provide any updated offer and/or documents or information by noon, Monday, March 23, that would be most appreciated.

Please let us know if you have any questions or would like to discuss.

Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 17, 2020 2:20 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>; Mark.KempGee@ca.gt.com; Peter Collins <pcollins@fieldlaw.com>
Subject: RE: Grapevine receivership

Hi Lisa,

Further to your email below and our discussion today, my client advises as follows:

1. The bulk of the financing for the purchase is coming from the pending sale of property in India so no documentation can be provided at the moment. There is $250k available to make up the balance and to pay the $100,000 deposit. Given that the deposit is forfeited in the event that the purchaser cannot close that should be more than adequate protection for any expenses incurred.

2. The purchaser is fine with paying GST on top of the purchase price at the time of closing.

If/when the Receiver accepts the offer on this basis we will prepare and execute a new offer with the corporate purchaser inserted and the language relating to the GST election removed.

I trust the foregoing is satisfactory but please let me know if the Receiver has any other concerns.

Trevor

FIELD LAW **Trevor Batty |** Partner
T 403-260-8537 **|** **F** 403-264-7084 **|** tbatty@fieldlaw.com
400 – 444 7 AVE SW, Calgary AB T2P 0X8

From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Monday, March 16, 2020 5:29 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Thanks for this.

We are assessing the offers received, and would appreciate if you could ask your client for documentation confirming the availability of funds (i.e. bank statement, funds in trust, etc.).

We expect that the modification proposed at paragraph 18 of Schedule A will not be acceptable to the Receiver. I am happy to discuss that at your convenience.

Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 13, 2020 4:14 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Hi Lisa,

Further to our discussion this afternoon, our client has confirmed that funds will be available for closing and that no financing is required. The offer is unconditional.

I trust that satisfies the Receiver's concerns but please let me know if there are any others we can address.

Thanks, Trevor

FIELD LAW **Trevor Batty |** Partner
T 403-260-8537 **|** **F** 403-264-7084 **|** tbatty@fieldlaw.com
400 – 444 7 AVE SW, Calgary AB T2P 0X8

From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Friday, March 13, 2020 1:33 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Trevor,
Further to my voicemail just now, I'm hoping we can discuss a couple points arising from this offer, hopefully this afternoon. I'll be fairly close to my desk for the next few hours, so please give me a call when you can.
Best,
Lisa

Lisa Hiebert
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T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 12, 2020 4:34 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Hi Lisa,

Further to the below and our discussion earlier today, please find attached our client's offer with respect to the property, along with a blackline of the changes that were made to Schedule "A". If the Receiver has any questions or requires clarification please let me know.

Additionally, our client wanted us to inquire whether (provided our client's bid is successful) any portion of the sale proceeds would be paid to the listing agent? Given that our client was a related party and did not become aware of the property through the efforts of the listing agent they would expect that no commission would be payable. This obviously potentially impacts our client with respect to any guarantee obligations that may exist.

Thanks, Trevor

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400 – 444 7 AVE SW, Calgary AB T2P 0X8

From: Hiebert, Lisa [mailto:LHiebert@blg.com]
Sent: Thursday, March 05, 2020 6:21 PM
To: Trevor Batty
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com
Subject: RE: Grapevine receivership

Hi Trevor,
Hope you're doing well.

The bid deadline is now March 13. Attached are copies of the sale agreements. For any changes to Schedule A, we are requiring blacklines identifying the changes made.

Please let me know if you have any questions or would like to discuss.

Best,
Lisa

Lisa Hiebert
Partner
T 604.632.3425 | lhiebert@blg.com
1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: March 5, 2020 3:36 PM
To: Hiebert, Lisa <LHiebert@blg.com>
Cc: Douglas Nishimura <DNishimura@fieldlaw.com>
Subject: Grapevine receivership

Hi Lisa,

I'm covering this file for Doug while he is away.

Our clients are looking at making a bid for the assets. They understand that the bid deadline is now March 13.

Can you please confirm the bid deadline and send me a copy of any formal documentation that would set out the sales process?

Thanks, Trevor

Trevor Batty
Partner

Bio | Address | vCard

T 403-260-8537
F 403-264-7084

400 – 444 7 AVE SW
Calgary AB T2P 0X8

tbatty@fieldlaw.com
fieldlaw.com

FIELD LAW

Elvina Hussein

Subject: FW: Grapevine receivership

From: Trevor Batty
Sent: Tuesday, March 17, 2020 3:20 PM
To: 'Hiebert, Lisa'
Cc: Douglas Nishimura; Mark.KempGee@ca.gt.com; Peter Collins
Subject: RE: Grapevine receivership

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Thanks, Trevor

Trevor Batty
Partner

Bio | Address | vCard

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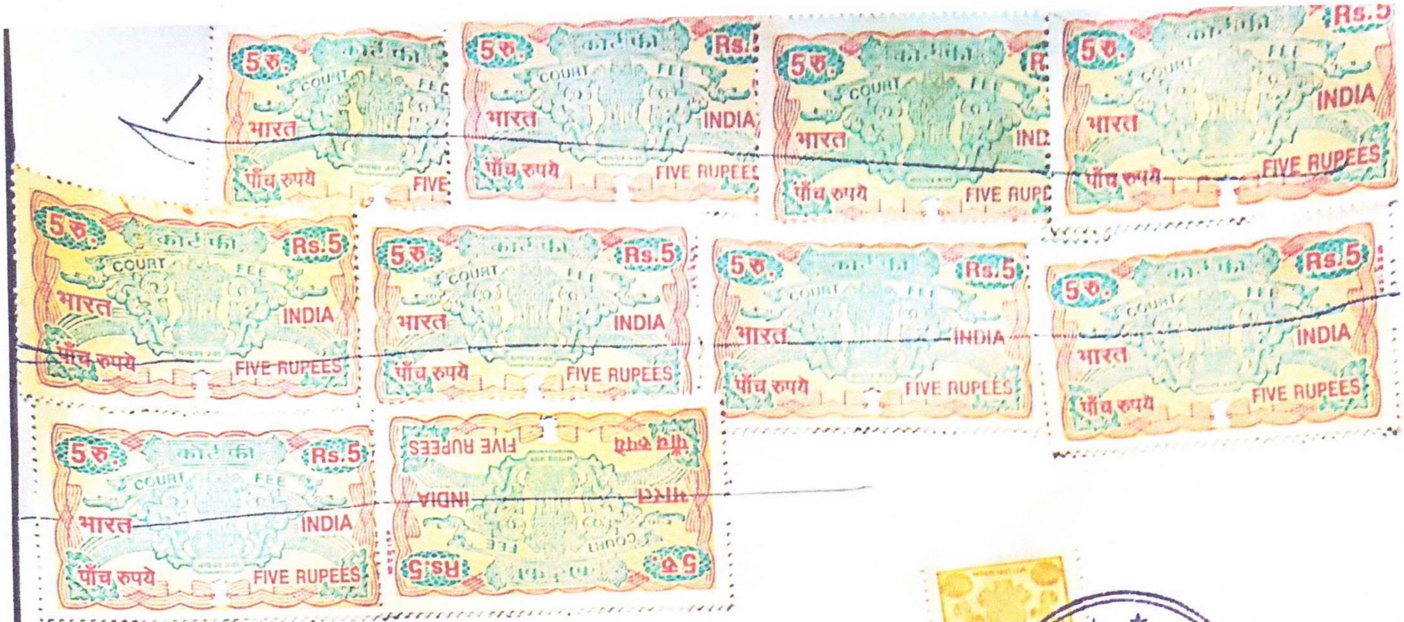
F 403-264-7084

400 – 444 7 AVE SW
Calgary AB T2P 0X8

tbatty@fieldlaw.com

fieldlaw.com

The linked image cannot be displayed. The file may have been moved, renamed, or deleted. Verify that the link points to the correct file and location.



THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT
SATINDER PAL SINGH.

SWORN BEFORE ME THIS 14TH DAY OF APRIL, 2020.

A Notary Public in and for Alberta
DOUGLAS S. NISHIMURA
Barrister & Solicitor

NOTARIAL
NOTARY 2020 SURENDER KUMAR Advocate Regd. No. 2126 GOVT OF INDIA

:: 2 ::

AGREEMENT TO SELL & PURCHASE

This Agreement to Sell & Purchase is made & executed at Delhi, on this 17th day of February 2020, between:-

SMT. DARSHAN KAUR W/O SARDAR MAHINDER SINGH CHATWAL & (2) SH. SATINDER PAL SINGH CHATWAL S/O SARDAR MAHINDER SINGH CHATWAL BOTH R/O A-39, ANTRIKSH APARTMENT, SECTOR-14 EXTENSION, ROHINI, DELHI – 110085, (hereinafter called & referred to as "The said First Party/Seller"), which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, administrators, representatives & permitted assignee:

....AND....

SH. RAVINDER KUMAR S/O SH. HARBHAGWAN DASS R/O D-13/76, SECTOR-7, ROHINI, DELHI – 110085, (hereinafter called & referred to as "The said Second Party/Purchaser"), which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, administrators, representatives & permitted assignee:

WHEREAS the first party is/are the absolute owner & in possession of **HIG FLAT BEARING NO.A- 39, ON TENTH FLOOR, SHOWN IN THE LAYOUT PLAN OF NEW TOWN COOPERATIVE SOCIETY LTD., ALSO KNOWN AS "ANTRIKSH APARTMENT", SITUATED AT SECTOR-14 EXTENSION, ROHINI, DELHI – 110085,** with proportionate lease hold rights of the land under the said property, (hereinafter called & referred to as "The said Property").

Contd..3/p..

NOTARY 2020 SURENDER KUMAR Advocate Regd. No. 2126 GOVT OF INDIA

AND WHEREAS the first party has agreed to sell above said property **HIG FLAT BEARING NO.A- 39, ON TENTH FLOOR, SHOWN IN THE LAYOUT PLAN OF NEW TOWN COOPERATIVE SOCIETY LTD., ALSO KNOWN AS "ANTRIKSH APARTMENT", SITUATED AT SECTOR-14 EXTENSION, ROHINI, DELHI – 110085,** with the Free hold rights of the said HIG FLAT under the said property to the second party who has agreed to purchase the same for a consideration amount a sum of **Rs.4,15,00,000/- (Rupees Four Crore Fifteen Lacs Only).**

AND WHEREAS the second party has agreed to purchase the same for a sum of **Rs.4,15,00,000/- (Rupees Four Crore Fifteen Lacs Only)** and will be paid by the Second Party to the First party within two working days as and when confirm the deal in Canada Property with business in Burnslake BC, Grapevine pub and liquor store by the first Party.

AND WHEREAS the second party will be paid the entire sale consideration after confirmation by the first party and before the execution of Sale deed in favor of Second Party or his nominee or any third person as desired by the Second Party.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That this agreement is subject to confirmation of the deal in Canada Property with business in Burnslake BC, Grapevine pub and liquor store by the first Party. If the deal of Canada not confirmed than this agreement to Sell & Purchase is stand automatically cancelled and null and void between both the parties.

2. That this agreement is valid up till 30.04.2020 subject to any further extension in written by both the parties.

3. That the entire sale consideration amount will be paid by the second party to the first party at the time of registration of Sale Deed of the said property.

4. That the entire sale consideration amount will be paid by the Second Party to the First party within two working days as and when confirm the deal in Canada Property with business in Burnslake BC by the first Party.

5. That the second party is entitled to get the transfer documents executed from the first party on the date of final/balance payment in his/her favor or in the name of any person appointed by the second party, to which the first party have no objection.

6. That all the expenses of stamp duty, writing charges, registration fees, court fees etc. shall be paid and borne by the second party.

NOTARY 2020 SURENDER KUMAR Advocate Regd. No. 2126 GOVT OF INDIA

Contd…P/4..

That in consideration of the said amount, the FIRST PARTY doth hereby absolutely sells, conveys, transfers and assigns the said property, unto the SECOND PARTY with all his/her rights, titles, interests, options, easements, privileges and appurtenances attached thereto, to the SECOND PARTY and the SECOND PARTY will use, hold, enjoy, sell, mortgage the said property in any manner, he/she/they likes.

2. That the physical possession of the said property is with the FIRST PARTY, hence the FIRST PARTY shall delivered the vacant physical possession of the above said property to the SECOND PARTY at the time of registration of this Agreement to Sell..

3. That the SECOND PARTY have become the sole & absolute owner of the above mentioned property under sale and shall hereafter be fully entitled to use, hold, enjoy, transfer and sell the same in any manner, he/she/they/they likes without any hindrance, claim or demand whatsoever from the FIRST PARTY or any other person claiming under or through him/her/them.

4. That the SECOND PARTY can get the above mentioned property under sale mutated, substituted and transferred in his/her own name on the basis of this Agreement to Sell in the records of Municipal Corporation of Delhi, Delhi Jal Board, N.D.P.L., DDA or any other concerned authorities and all other relevant records in the absence of the FIRST PARTY.

5. That all the dues, demands, taxes, charges, duties, liabilities and outgoings, if any, shall be paid and borne by the FIRST PARTY upto the date of registration of this Agreement to Sell relating to the above mentioned property and thereafter the same shall be paid and borne by the SECOND PARTY.

6. That all the expenses of this Agreement to Sell such as stamp duty, registration charges, writing charges etc. whatsoever have been paid and borne by the SECOND PARTY.

NOTARY
2020
SURENDER KUMAR
Advocate
Regd. No. 2126
GOVT OF INDIA

Contd..5/p..

14. That the first party hereby further assures the second party that he/she/they will co-operate in all the formalities for the transfer of the said property in favour of the second party as and when permissible, however, all the dues, taxes, electric, water and house tax, unearned increase and conversion amount, outgoing, etc. at the time of transfer of the said property shall be paid by the second party.

15. That the first party shall not have any right, interest or lien on the said property and easement attached thereto, and the second party shall be its sole owner henceforth.

16. That the first party also confirms that he/she/they will sign all the concerned documents, forms, affidavits, etc., which may be required at the time of transfer of the said property in favour of the second party.

17. That this Agreement will remain irrevocable and binding on both the parties and their heirs and successors.

18. That whenever and wherever the presentation of the first party will be required for the completion of any acts, deeds and things regarding the transfer of the said property in favour of the second party or his/her nominee, then the first party shall present and execute for the same.

19. That if the first party infringes the terms and conditions of this agreement then the second party is fully entitled to get the said property transferred in his/her own name or in the name of his nominees through court of law at the costs of the first party.

20. That all the expenses for this transaction such as stamp duty, writing charges, registration charges have been paid and borne by the second party.

IN WITNESS WHEREOF, this Agreement to Sell is executed at Delhi, on the day, month and year first above written, in the presence of the following witnesses.

WITNESSES:

1. Anindya

NOTARY
2020
SURENDER KUMAR
Advocate
Regd. No. 2126
GOVT OF INDIA

FIRST PARTY

2. Ashok Dhall

ATTESTED

NOTARY PUBLIC
DELHI (INDIA)
17 FEB 2020

SECOND PARTY

FIRST MORTGAGE FINANCING
Term Sheet

Date: April 13, 2020

LOAN AMOUNT:	$625,000.00
LENDER FEE:	**2.0% Deducted from advance. (Prior to funding, the borrower will prepay $6,250.00 to the lender as a commitment fee) that will be deducted from 2% lender fee of $12,500.00.**
BROKER FEE:	**2.0% will also be deducted from advance**
SECURITY:	Loan amount will be secured by way of a second mortgage to be registered on 1101 & 1103 4th Street SEW & 1505 & 1507 11th Ave SW Calgary Alberta. Personal Guarantee of Satinder Singh & Kuldeep Kaur is required.
COMMITMENT TERM:	1 year – fully open on any payment date
FUNDING SCHEDULE:	Lender requires existing first mortgage on Calgary properties to be in good standing. All property taxes to be paid to date. Registration of security subject to satisfaction of lender's Solicitor. Borrower to pay for lender's solicitor - $3,000.00 and provide a policy of title insurance for the mortgage. Funds are available as & when required by the client.
INTEREST RATE:	14% annually
REPAYMENT PLAN:	Interest only payments on principal amount. Option to renew for an additional year provided a 2% fee is paid to lender.
USE OF LOAN PROCEEDS:	

924643 Alberta Ltd.

Per: ______________________

Satinder Pal Singh

Per: ______________________

Guarantor – ______________________

THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT OF SATINDER PAL SINGH.

SWORN BEFORE ME THIS 14TH DAY OF APRIL, 2020.

____

A Notary Public in and for Alberta
DOUGLAS S. NISHIMURA
Barrister & Solicitor

Elvina Hussein

From: Rohita Pannu <rplawcorp@gmail.com>
Sent: April-13-20 1:34 PM
To: musicindia84@yahoo.ca; Douglas Nishimura

Hello,

Our firm represents Gurmukh Singh.

Our law firm will be holding $300,000.00 for Grape Wine Pub purchase from court. We will transfer funds once Mr. Satinder's company Burns Lake Pub 'N' Tandoori Grill Ltd will get order from court for the purchase.

Regards,
Rohita

--
Rohita Pannu
Rohita Pannu Law Corporation
102-9278, 120th Street
Surrey, BC V3V 4B8
Tel:604-589-1399
Fax:604-589-1556
rplawcorp@gmail.com

THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT OF SATINDER PAL SINGH.

SWORN BEFORE ME THIS 14TH DAY OF APRIL, 2020.

A Notary Public in and for Alberta
DOUGLAS S. NISHIMURA
Barrister & Solicitor

Account Information

April 13, 2020

KULDEEP KAUR

Assets

Total Assets: $292,717.87

Chequing / Savings	Ownership	Overdraft Limit	Balance
U.S. Personal - 01259 4517835	Joint or	1,000	466.90
RBC Signature No Limit Banking - 02089 5053855	Joint or	500	292,250.97
		Total:	**$292,717.87**

Investments	Maturity Date	Balance
There are no items to be displayed.		

02089-003
ROYAL BANK OF CANADA
APR 13 2020
CALGARY, AB
02089-003

Liabilities

Total Liabilities: $6,988.50

Credit Cards	Ownership	Protection	Limit	Balance
4512125014903270	Sole Owner		17,500	0.00
4514079380131206	Sole Owner		6,000	6,988.50
		Total:		**$6,988.50**

Loans / Mortgages	Ownership	Insurance Protection: Life	Critical Illness	Disability	Maturity Date	Balance
There are no items to be displayed.						

Additional Services

Account Type	Ownership	Balance
SDB/RCS - 01259 03632	Joint or	0.00

Please Note:

Royal Mutual Funds

This Account Information is provided to you for information purposes only and is not an official statement of your balances at Royal Mutual Funds Inc. (RMFI). RMFI cannot verify the accuracy of the balances above relating to products bought or held outside of RMFI and/or its affiliates. Some of the balances shown may be held by RMFI affiliates where they are not covered by the MFDA Investor Protection Corporation (MFDA IPC). Please consult the official statement(s) you receive from RMFI to determine which positions are eligible for protection by the MFDA IPC. Any investments described above may be held with Royal Bank of Canada, Royal Trust Corporation, The Royal Trust Company, Royal Mutual Funds Inc. or RBC Direct Investing Inc., which are separate corporate entities which are affiliated. RMFI is licensed as a financial services firm in the province of Quebec.

NO. SML-S-S-1956999
Smithers Registry

IN THE SUPREME COURT OF BRITISH COLUMIBA

BETWEEN:

ROYAL BANK OF CANADA

Petitioner

AND:

2073944 ALBERTA LTD.

Respondent

CERTIFICATE

Field LLP
400, 444 – 7 Avenue S.W.
Calgary AB T2P 0X8
Lawyer: Douglas S. Nishimura
Phone Number: (403) 260-8548
Fax Number: (403) 264-7084
File No. 68608-1