

MAY 31 2019

ENTERED



BETWEEN:

No. S172645
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

KULWANT KAUR SEKHON

PETITIONER

AND:

1064645 B.C. LTD.,
RAMANDEEP KAUR ARORA,
ABHIJEET ARORA also known as NARINDER KUMAR,
SURINDER MALHI and
1051198 B.C. LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE MADAM JUSTICE MACNAUGHTON) 31/May/2019

ON THE APPLICATION of the petitioner Kulwant Kaur Sekhon coming on for hearing at Vancouver, British Columbia on 31/May/2019 and on hearing Leslie J. Mackoff, lawyer for the petitioner Kulwant Kaur Sekhon, Deepak Gautam, lawyer for the respondents Ramandeep Kaur Arora and Abhijeet Arora also known as Narinder Kumar, and nobody appearing on behalf of the respondents Surinder Malhi, 1064645 B.C. Ltd., and 1051198 B.C. Ltd.:

THIS COURT ORDERS, by consent, that:

1. Crowe MacKay & Company Ltd. located at 1177 West Hastings Street, Vancouver, BC (the "**Liquidator**") is hereby appointed liquidator of all the property, assets, business and undertaking of 1064645 B.C. Ltd. ("**106Co**"), without security, pursuant to the provisions of the *Business Corporations Act*, S.B.C. 2002, c. 57 (the "**Act**"), and subject to the supervision of this Court;
2. Without in any way limiting the effect of Part 10, Division 5, of the Act, the Liquidator is entitled to undertake all steps on behalf of 106Co to comply with the Act, including without limitation:
 - (a) to file with the Corporate Registrar a notice of appointment of liquidator in the prescribed form;

- (b) to publish such notices as are required to all known creditors, including 106Co's shareholders, to require them to render any accounts they may have to 106Co ("**Claims**");
- (c) to recover all assets and property of 106Co and sell such assets and property to enable the Liquidator to liquidate 106Co and make a distribution to the creditors, shareholders and other stakeholders;
- (d) to market 106Co's properties:

- i. situated at 1112 – 160th Street, Surrey, British Columbia, and legally described as:

PID: 010-736-972

Parcel "2" (Reference Plan 12339) Parcel "B" (Reference Plan 4561) West Half Section 12 Township 1 New Westminster District Plan 2817

- ii. situated at 158 – 172nd Street, Surrey, British Columbia, and legally described as:

PID: 027-360-831

Lot 63 Section 32 Block 1 North Range 1 East New Westminster District Plan BCP33476

- iii. situated at 172 – 172nd Street, Surrey, British Columbia, and legally described as:

PID: 027-961-346

Lot 1 Section 32 Block 1 North Range 1 East New Westminster District Plan BCP41475

(collectively, the "**Lands and Premises**")

for sale and negotiate such terms and conditions of sale as the Liquidator in its discretion may deem appropriate;

- (e) to retain an appraiser to appraise the Lands and Premises;
- (f) to retain a real estate agent to list the Lands and Premises for sale on such terms and conditions as the Liquidator in its discretion may deem appropriate provided that:
 - i. Schedule "A" to this Order is attached to and forms part of any listing agreement;
 - ii. the listing agreement provides for a commission of not more than

- 5% of the first \$100,000.00 of the gross selling price and 2% on the balance to be paid to the real estate agent from the gross sale proceeds for the Lands and Premises; and
- iii. the commission described in subparagraph (ii) above is only payable if the sale completes;
- (g) to sell the Lands and Premises provided that:
- i. the terms of any sale agreement include those terms that are described in Schedule "B" to this Order;
 - ii. any offers received by the Liquidator for the purchase and sale of the Premises be provided to counsel for the parties as soon as possible after receipt; and
 - iii. the sale agreement is subject to court approval;
- (h) to accept, determine, settle, compromise and pay from the property and assets of 106Co or from the Liquidator's Borrowings Charge any Claims (including without limitation any taxes that may arise in connection with the sale of the Lands and Premises) and all costs, charges and expenses incurred in relation to the liquidation with liberty to apply to court for further advice and directions should its determination of any claim be contested by a creditor or shareholder of 106Co;
- (i) to make all reasonable efforts to ascertain the whereabouts of all creditors and, for any creditors who cannot be found, pay the amount of the known liability to that creditor to the Administrator under the *Unclaimed Property Act*, S.B.C. 1999, c. 48;
- (j) to recover their reasonable fees and disbursements, and of its legal counsel, in each case at their standard rates and charges, all of which shall stand as a charge (the "**Liquidator's Charge**") on 106Co's assets and property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, excepting the charge set out at paragraph 8 of this Order, with liberty to apply reasonable amounts from time to time, out of the monies in its hands against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court;
- (k) to pay any final distributions to the shareholders of 106Co following receipt of a tax clearance certificate from Canada Revenue Agency or, alternatively, an indemnity from the shareholders of 106Co in favour of the Liquidator on such terms as are acceptable to the Liquidator;

- (l) to engage such other consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the liquidation of the assets and property of 106Co;
 - (m) to enter into an agreement with a third party or any one or more of the shareholders of 106Co for the purpose of appointing any one or more of them as manager of the Lands and Premises on such other terms and conditions as are acceptable to the Liquidator in its sole discretion including without limitation:
 - i. assigning responsibility for the leasing or renting of the Lands and Premises or any portion thereof;
 - ii. assigning responsibility for the collection of rent and any other funds with respect to the Lands and Premises;
 - iii. assigning responsibility for maintaining the Lands and Premises; and
 - iv. authorizing the disbursement of rental income or other funds subject to the prior written authorization of the Liquidator.
 - (n) to retain Clearline CPA or failing Clearline CPA's agreement to a reasonable retainer, as may be determined by the Liquidator, another accounting firm, located in Langley or Surrey, British Columbia and with rates similar to those of Clearline CPA, chosen by the Liquidator, to prepare any financial statements and make any tax filings for 106Co as may be required.
3. The shareholders of 106Co and any other persons having notice of this Order shall forthwith:
- (a) deliver to the Liquidator all property, assets, business, undertaking, books, records, documents and instruments of 106Co in their custody or control, including without limitation, accounting records, financial statements, income tax returns, GST returns, accounts payable lists, bank account records since the incorporation of 106Co, all current tenancy agreements, and any keys for the Lands and Premises that are in their possession;
 - (b) provide all details and records in support of their respective financial contributions to, and claims against 106Co and a summary of any amounts claimed to be owing, which summary, details and records shall be provided to the other parties to this proceeding as well;
 - (c) provide all details and records concerning all tenancies, past and present, of the Lands and Premises;
 - (d) provide all details and records of 106Co including but not limited to corporate records, books, documents, securities, contracts, orders, banking and accounting records;
 - (e) co-operate with the Liquidator including, without limitation, answer all enquires of the Liquidator, and provide the Liquidator with access to any

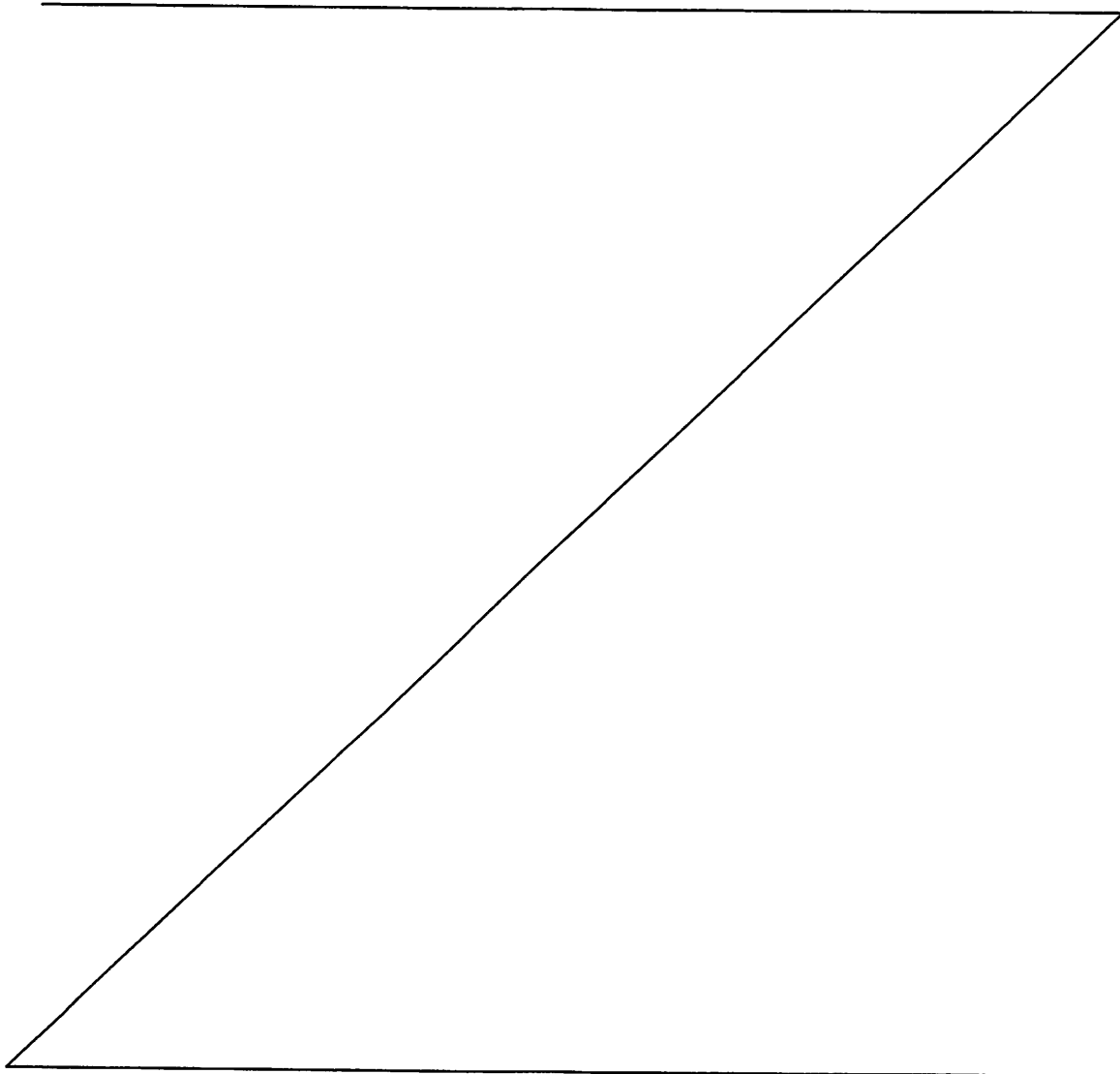
- and all property or assets of 106Co upon the Liquidator's request; and
- (f) without limitation, provide any other details and records concerning the status of the business of 106Co;
4. The shareholders of 106Co or any person or persons in possession on any of their behalf including any property manager, tenant or tenants shall permit any duly authorized agent of the Liquidator to inspect, appraise or show the Lands and Premises and the interior thereof to any prospective purchaser or purchasers between the hours of 9:00 o'clock in the forenoon and 7:00 o'clock in the afternoon on any day of the week, except Sundays and statutory holidays, and to post signs on the Lands and Premises noting that the same are offered for sale, in accordance with the requirements of the *Residential Tenancy Act*, SBC 2002, c78;
 5. The Liquidator and its counsel may deliver their accounts to the parties, which may be agreed to in writing by all the parties, excepting 105Co whose agreement is not required. If those parties do not forthwith approve these accounts in writing upon delivery of same, the Liquidator and its counsel may instead, and from time to time, pass their accounts before the District Registrar of the Supreme Court of British Columbia ("**District Registrar**") and at the time of passing such accounts, the District Registrar may recommend the amount of remuneration of the Liquidator to be fixed by this Court based on the scale of hourly rates of the employees and assistants disclosed by the Liquidator and its counsel;
 6. The Liquidator and its counsel shall be at liberty, upon delivery of their accounts to the parties, excepting 105Co, but before passing their accounts and applying to have the report of the District Registrar confirmed by an Order of this Court, to apply reasonable amounts from time to time, out of the monies in its hands against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court;
 7. The fees and disbursements of the Liquidator and the fees and disbursements charged by its legal counsel and other advisors and consultants as the Liquidator may retain from time to time be paid, on a full indemnity basis, from the property and assets of 106Co and where unpaid shall form a charge on the property and assets of 106Co in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, save for and except the following interests:

Registered Owner	Nature of Charge	Registration No.
The Toronto-Dominion Bank	Mortgage	CA5137871
Lohn Foundation Incorporation No. S27391	Mortgage	CA5186748
Lohn Foundation	Assignment of	CA5186749

Incorporation No. S27391	Rents	
Olympia Trust Company Incorporation No. S27391	Mortgage	CA5186882
Olympia Trust Company Incorporation No. S27391	Assignment of Rents	CA5186883


8. The Liquidator be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$25,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Liquidator deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Liquidator by this Order. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Liquidator's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, excepting the charges set out at paragraph 8 of this Order;
9. Neither the Liquidator's Borrowings Charge nor any other security granted by the Liquidator in connection with its borrowings under this Order shall be enforced without leave of this Court;
10. The Liquidator is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "**Liquidator's Certificates**") for any amount borrowed by it pursuant to this Order;
11. The monies from time to time borrowed by the Liquidator pursuant to this Order or any further order of this Court and any and all Liquidator's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Liquidator's Certificates;
12. The Liquidator shall incur no personal liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Liquidator by any applicable legislation;
13. Three months after complying with all requirements under the Act including the preparation and filing and sending notice of the filing of its accounts in the liquidation records office, the Liquidator will be at liberty to apply for the dissolution of 106Co by filing the prescribed form with the Registrar of Companies, and may apply for a court order for its discharge, with its accounts and those of its legal advisors being referred to a judge of the Supreme Court of British Columbia, which may be heard on a summary basis;

14. The Liquidator may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder;
15. The shareholders of 106Co and all other individuals, tenants, firms, corporations, governmental bodies or agencies, or other entities (collectively herein referred to as "**Persons**") having notice of this Order shall forthwith advise the Liquidator of the existence of any assets or property of 106Co in such Person's possession or control, shall grant immediate and continued access to such assets or property to the Liquidator, and shall deliver all such assets or property to the Liquidator upon the Liquidator's request.
16. Any interested party may apply to this Court to vary or amend this Order on not less than five (5) clear business days' notice to the Liquidator and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order; and



17. Any party may apply to this Court for such further and other orders and directions as may be required concerning the liquidation and dissolution of 106Co on not less than five (5) clear business days' notice to the Liquidator and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
18. Costs are awarded to the petitioner in the amount of \$2,000, payable from the respondents, Ramandeep Kaur Arora and Abhijeet Arora, forthwith.

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

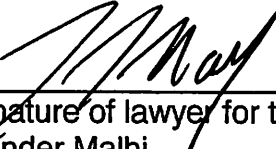


 Signature of lawyer for the petitioner,
 Kulwant Kaur Sekhon

Leslie J. Mackoff

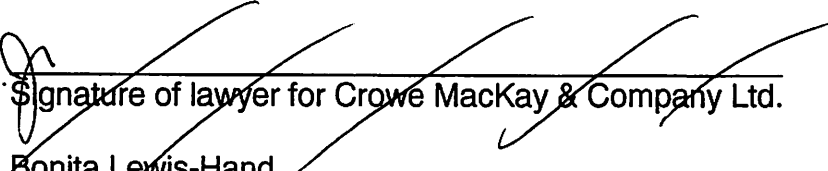
As agreed and indicated by the respondents' counsel in court
 Signature of lawyer for the respondents,
 Ramandeep Kaur Arora and Abhijeet Arora
 also known as Narinder Kumar

Wesley J. McMillan Deepak Gautam


 *an agent for enforcement only*

 Signature of lawyer for the respondent,
 Surinder Malhi

Navdeep Randhawa

Mackoff


 Signature of lawyer for Crowe MacKay & Company Ltd.
 Bonita Lewis-Hand

By the Court

 Registrar

SCHEDULE "A"

**SCHEDULE "B" TO LISTING AGREEMENT (COURT ORDERED SALE)
FOR THE PROPERTY DESCRIBED IN THE ATTACHED LISTING CONTRACT
(THE "PROPERTY")**

1. The following terms replace, modify and, where applicable override the terms of the attached listing contract (the "**Listing Contract**"). Where a conflict arises between the terms of this Schedule "B" and the Listing Contract, the terms of Schedule "B" will apply.
2. All references to the "Seller" will be read as references to Crowe MacKay & Company Ltd. in its capacity as court appointed liquidator of 1064645 B.C. Ltd.
3. All offers to purchase the Property will only be accepted subject to the terms and conditions in Schedule "A" to any contract of purchase and sale (the "**Sale Schedule**"), or any other schedule provided to the listing agent by the Seller, which must form part of all offers.
4. The listing agent will ensure that the Sale Schedule attached hereto, or any other schedule provided to the listing agent by the Seller, is attached to all offers to purchase the Property and are signed by the buyer.
5. Commission will only be earned and payable on the completion of a sale of the Property.

LISTING AGENT

By: _____

By: _____

Date: _____

Date: _____

SCHEDULE "B"

SCHEDULE "A" TO CONTRACT OF PURCHASE AND SALE FOR THE PROPERTY DESCRIBED IN THE ATTACHED CONTRACT OF PURCHASE AND SALE (THE "PROPERTY")

The following terms replace, modify, and where applicable override the terms of the attached contract of purchase and sale (the "**Contract**"). Where any conflict arises between the terms of this Schedule "A" and the Contract the terms of this Schedule "A" will apply.

The references in this Schedule "A" to specific clauses in the Contract are references to the clause numbers in the contract of purchase and sale used by the Fraser Valley Real Estate Board ("**Real Estate Association Contract**"). If the Contract attached hereto has different clause numbers than the Real Estate Association Contract the terms of this Schedule "A" will apply with the necessary changes and with equal effect to the equivalent clauses of the Contract notwithstanding the different clause numbers.

All references to the "Seller" in the Contract and in Schedule "A" will be read as references to Crowe MacKay & Company Ltd. in its capacity as court appointed liquidator of 1064645 B.C. Ltd. (who will be referred to in this Schedule "A" as the "**Seller**").

1. Clause 22 (Acceptance) of the Contract is deleted and replaced by the following:

The acceptance of this offer by the Seller is pursuant to a court order made pursuant to s. 324 of the *Business Corporations Act*, S.B.C. 2002, c. 57 in a proceeding commenced in the Supreme Court of British Columbia (the "**Proceeding**") and not as seller or owner of the Property. The acceptance of this offer by the Seller is subject to the approval of the Supreme Court of British Columbia ("**Court**") and will become effective from the time an Order is made approving this offer. This condition is for the sole benefit of the Seller.

The Buyer acknowledges and agrees that the Seller's obligations in connection with this offer, until it is approved by the Court, are limited to putting this offer before the Court. Thereafter, the Seller is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further Orders the Court may make regarding the Property. The Buyer acknowledges and agrees that the Seller may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Seller gives no undertaking to advocate the acceptance of this offer. In that regard, the Buyer must make its own arrangements to support this offer in Court.

Notwithstanding any terms or conditions to the contrary in the Contract, the Buyer shall have no action, cause of action or claim against the Seller arising out of the Contract. If the Court vacates, sets aside or varies an Order approving this offer for any reason whatsoever, then the Seller shall not be liable to the Buyer or any

other person in any way whatsoever including and without limitation, with respect to the Property or the Contract.

2. Clause 9 (Title) of the Contract is deleted and replaced by the following:

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, prior and subsisting non-financial charges including options and easements, 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.

3. Clause 9 (Title) is amended by adding the following and Clause 14 (Clearing Title) of the Contract is deleted and replaced by the following:

If there are existing registered financial charges to be paid under the terms of the Order, the Seller may wait to pay such existing financial charges until immediately after receipt of the purchase money, but in this event the Buyer may pay the purchase money to the Seller's lawyer in trust, on undertakings to pay those financial charges in accordance with the Order.

4. Clause 10 (Tender) of the Contract is deleted and replaced with the following:

Tender or payment of monies by the Buyer to the Seller will be by certified lawyer's or notary's trust cheque or bank draft only.

5. Clause 7 (Included Items) and Clause 8 (Viewed) of the Contract are deleted and replaced by the following:

(a) The Property includes real property only and does not include any personal property or chattels located on the Property when viewed or on the Possession Date.

(b) The Buyer accepts the Property, on a strictly "as is where is" basis as of the time of the Possession Date, and saves the Liquidator harmless from all claims resulting from or related to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as of the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreements and easements.

(c) The Buyer acknowledges and agrees that the Seller makes no warranties or representations whatsoever with respect to the Property. 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 Property, notwithstanding any information, reports, documents, records or

public materials may have been furnished by the Seller, its agents or representatives, or any other party.

- (d) 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 Property 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 Property is satisfactory to the Buyer and the environmental condition of the Property 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 substances which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Property.
 - (e) The Buyer acknowledges and agrees that the neither the Seller nor its agents or representatives have any liability, responsibility, duty or obligation to disclose to the Buyer any information nor knowledge that they have with respect to the condition of the Property or any latent or patent defects thereto.
 - (f) The Buyer acknowledges and agrees that the Property and premises may contain certain defects, either patent or latent which the Seller may or may not have knowledge of.
 - (g) The Buyer acknowledges and agrees that the Seller is not and will not be liable to the Buyers nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or its tenants, guests, assigns, agents or by persons unknown; and
 - (h) The Buyer, and his heirs, executors, hereby releases, remises and discharges the Seller, its agents or representatives, from and against any and all claims, actions, causes of actions, liabilities, damages or loss, which the Buyer, and his heirs, executors, successors or assigns, may have now or in the future in any way arising directly or indirectly from the purchase of the Property from the Seller, its agents or representatives, and/or arising from or with respect to this Contract.
6. No property condition disclosure statement concerning the Property forms part of this Contract whether or not such a statement is attached to this Contract.

7. Clause 5 (Possession) of the Contract is amended by adding the following:
 - (a) Possession will be pursuant to the terms of the Order.
 - (b) The Buyer will assume all tenancies that may exist on the Completion Date and no adjustments, including but not limited to adjustments for rents or security deposits, will be made to the Purchase Price on account of any tenancies. If the Buyer asks the Seller to end a tenancy in accordance with the provisions of the *Residential Tenancy Act*, the Seller's obligation shall be limited to providing the tenant(s) a notice to end tenancy and shall in no way otherwise affect the Seller's obligations hereunder.

8. Any court order approving a sale of the Property will describe the Buyer exactly as the Buyer appears at the upper right on the first page of the Contract, so the Buyer as described at the upper right on the first page of the Contract will appear as the owner of the Property after completion of the sale unless the Seller has agreed to the Contract being assigned to a third party (the "**Assignee**") or the addition of a purchaser to the Contract ("**Additional Purchaser**") prior to court approval of the subject offer in which case the Assignee or Additional Purchaser, as the case may be, will appear as the owner of the Property after completion of the sale. The Seller will not be bound by any term in the Contract describing the Buyer otherwise, or allowing the Buyer to complete the sale with a different name unless the Contract has been assigned to an Assignee, or an Additional Purchaser has been added to the Contract, with the prior approval of the Seller prior to the date of court approval of sale.

9. The Buyer is responsible for paying GST and PST, if any, in addition to the purchase price.

SELLER

BUYER

By: _____

By: _____

Date: _____

Date: _____

SCHEDULE "C"
LIQUIDATOR'S CERTIFICATE

Amount _____

Liquidator's Certificate No. _____

1. THIS IS TO CERTIFY that Crowe MacKay & Company Ltd. (the "**Liquidator**"), liquidator of the property, assets, business and undertaking of 1064645 B.C. Ltd. (the "**Property**") appointed by an Order of Supreme Court of British Columbia (the "**Court**") dated _____ (the "**Order**") made in Action No. S172645 / Vancouver Registry (the "**Proceeding**"), has received from the holder of this certificate (the "**Lender**") the principal sum of \$ _____ which the Liquidator is authorized to borrow under and pursuant to the Order.
2. Subject to paragraph 5 of this certificate, the principal sum evidenced by this certificate is payable on the completion of the sale of the Property with interest thereon calculated monthly not in advance on the last day of each month after the date hereof at the rate of _____ percent per annum.
3. The principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Liquidator pursuant to the Order, or to any further order of the Court, a charge on the whole of the Property, in priority to the security interests of any person except the charges that are described in paragraphs 3(k) and 8 of the Order, and the right of the Liquidator to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the offices of the Lender at _____, in the city of _____ B.C.
5. This certificate may be redeemed by the Liquidator at any time without notice or bonus, and all liability hereunder shall terminate on tender to the holder of the certificate of the outstanding balance of the principal, together with the interest accrued thereon to the date of tender.
6. The amounts borrowed hereunder shall operate so as to permit the Liquidator to liquidate the Property that is the subject of the Order, and in accordance with the provisions of the Order and any further order of the Court.
7. This certificate and any other certificates that may be issued by the Liquidator shall rank *pari passu* until such loans are repaid in full, unless otherwise agreed to by the holders of any other issued Liquidator's certificates.
8. Crowe MacKay & Company Limited is acting solely in its capacity as the court appointed Liquidator of 1064645 B.C. Ltd. and as such the Liquidator does not

undertake and it is not under any personal or corporate liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

Dated at the City of _____ this ____ day of _____, 2019

CROWE MACKAY & COMPANY LTD., in its capacity as Liquidator of the property, assets and undertaking of 1064645 B.C. Ltd. under the authority of the Supreme Court of British Columbia and without personal liability.

Per:

Authorized Signatory

I, _____, on my own behalf and on behalf of the Lender, as the case may be, acknowledge receipt of this Certificate and hereby agree to the terms and conditions described in this Certificate. To the extent that there is any conflict between the terms and conditions described in this Certificate and the trust conditions imposed at the time the loan proceeds are delivered to Bonita Lewis-Hand Law Corporation (solicitor for the Liquidator), the terms and conditions of this Certificate shall govern.

Dated at _____ this _____ day of _____, 2019.

Lender

Lender