

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BJK HOLDINGS LTD.

PETITIONER

AND:

1270858 B.C. LTD.
TLA GROUP OF HOLDING COMPANIES INC.
CHRISTOPHER BRADLEY
TROY DAVID GRANT
STERLING LIVING LIMITED PARTNERSHIP
TRI SKYVIEW DEVELOPMENT GROUP LIMITED PARTNERSHIP
ADDY (815 & 824 SELKIRK AVE.) CORP.
TRI-STERLING DEVELOPMENTS LIMITED PARTNERSHIP
COBRAFER CONSTRUCTION LTD.
6 MILES CONTRACTING LTD.
FACTUM CORP.

RESPONDENTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE)
JUSTICE VEENSTRA) September 16, 2025
)

ON THE APPLICATION of McEown and Associates Ltd., in its capacity as Court-appointed Receiver and Manager (the “Receiver”) of the assets, undertakings and properties of 1270858 B.C. Ltd. coming on for hearing at Vancouver, British Columbia, on the 16th day of September, 2025; AND ON HEARING Jeremy D. West, counsel for the Receiver, and those other counsel listed on Schedule “A” hereto; AND UPON READING the material filed, including the Second Report to Court of the Receiver dated September 2, 2025 (the “Second Report”);

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the “Transaction”) contemplated by the Contract of Purchase and Sale dated August 13, 2025 and the Amending Agreement dated August 20, 2025

(collectively, the “Sale Agreement”) between the Receiver and His Majesty the King in Right of Canada as represented by the Minister of National Defence (the “Purchaser”), a copy of which is attached as Appendix “G” to the Second Report is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the “Purchased Assets”).

2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule “B” hereto (the “Receiver’s Certificate”), all of the Debtor’s right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule “C” hereto shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “Claims”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated November 8, 2024; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule “D” hereto, together with any other charges, liens, encumbrances, caveats, or certificates of pending litigation registered against the Purchased Assets (all of which are collectively referred to as the “Encumbrances”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “E” hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
3. Upon presentation for registration in the Land Title Office for the Land Title District of Victoria of a certified copy of this Order, together with a letter from Watson Goepel LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter the Purchaser as the owner of the Lands, as identified in Schedule “C” hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule “E”.
- 4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver’s Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
- 5. The Receiver is to file with the Court a copy of the Receiver’s Certificate forthwith after delivery thereof.
- 6. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Completion Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule “E”.
- 7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Completion Date to such later date as those parties may agree without the necessity of a further Order of this Court provided that the Completion Date occurs within 45 days of the date of this Order.
- 8. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of the Debtor,the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
- 9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make

such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

10. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
11. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is hereby dispensed with.

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

Signature of Jeremy D. West, counsel for
McEown and Associates Ltd., in its capacity as
Court-appointed Receiver of 1270858 B.C. Ltd.

BY THE COURT

REGISTRAR

Schedule “A” – List of Counsel Appearing

<u>Counsel’s Name</u>	<u>Party Representing</u>

Schedule “B” – Receiver’s Certificate

No. VIC-S-H-247963
Victoria Registry

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FACTUM CORP.

RESPONDENTS

Receiver’s Certificate

By Order made September 16th, 2025 (the “**Approval and Vesting Order**”) the Court:

- a. approved the contract of purchase and sale dated August 13, 2025 and Amending Agreement dated August 20, 2025 (the “**Contract**”) for the Property described therein to His Majesty the King in Right of Canada as represented by the Minister of National Defence (the “**Purchaser**”);
- b. authorized and directed the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Contract; and
- c. authorized and directed the Receiver to deliver a Receiver’s Certificate to the Purchaser confirming completion of the Contract.

THE RECEIVER HEREBY CERTIFIES as follows:

1. The Purchaser has paid and the Receiver has received funds sufficient to satisfy the purchase price pursuant to the Contract; and

2. the transaction contemplated by the Contract has been completed to the satisfaction of the Receiver.

DATED at the City of Vancouver, in the Province of British Columbia, this ____ day of _____, 2025.

**McEown & Associates Ltd., in its capacity as
court appointed receiver of 1270858 B.C.
Ltd.
BY:**

John McEown

Schedule “C” – Purchased Assets

TOWN OF VIEW ROYAL

PARCEL IDENTIFIER: 031-302-777

LOT 1 SECTION 3 ESQUIMALT DISTRICT PLAN EPP108365

(the “**Lands**”).

Schedule “D” – Claims to be deleted/expunged from title to Real Property

Nature of Charge	Registration No.
MORTGAGE BJK HOLDINGS LTD.	CB804318, modified by CB1292916
ASSIGNMENT OF RENTS BJK HOLDINGS LTD.	CB804319, modified by CB1292917
CERTIFICATE OF PENDING LITIGATION ADDY (815 & 824 SELKIRK AVE.) CORP. TRI-STERLING DEVELOPMENTS LIMITED PARTNERSHIP	CB1267832
CLAIM OF BUILDERS LIEN COBRAFER CONSTRUCTION LTD.	CB1305343
CLAIM OF BUILDERS LIEN 6 MILE ISLAND CONTRACTING LTD.	BB3100841
CERTIFICATE OF PENDING LITIGATION FACTUM CORP.	CB1331891
CLAIM OF BUILDERS LIEN SIMCO DRYWALL LTD.	WX2194448

**Schedule “E” – Permitted Encumbrances, Easements and Restrictive Covenants
related to Real Property**

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown;
2. The following legal notation:
 - (a) THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7403203

3. And the following:

Nature of Charge	Registration No.
COVENANT THE CORPORATION OF THE TOWN OF VIEW ROYAL	CA6914551
STATUTORY RIGHT OF WAY THE CORPORATION OF THE TOWN OF VIEW ROYAL	CA6914552
STATUTORY RIGHT OF WAY BRITISH COLUMBIA HYDRO AND POWER AUTHORITY	CA9272082
STATUTORY RIGHT OF WAY TELUS COMMUNICATIONS INC.	CA9272083
STATUTORY RIGHT OF WAY BRITISH COLUMBIA HYDRO AND POWER AUTHORITY	CB382881
STATUTORY RIGHT OF WAY TELUS COMMUNICATIONS INC.	CB382882

