



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

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

BUSINESS DEVELOPMENT BANK OF CANADA

PLAINTIFF

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

DEFENDANTS

**NOTICE OF APPLICATION**

Name of applicant: BDO Canada Limited, in its capacity as court appointed receiver of all of the assets, undertakings and properties of Beyond the Grape On Premise Winemaking Ltd. (in such capacity, the “**Receiver**”)

To: The Defendants

And To: Western Pacific Contracting Ltd. and Chris Walton

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at 800 Smithe Street, Vancouver, BC on **November 3, 2023, at 9:45 a.m.** for the orders set out in Part 1 below.

**Part 1: ORDERS SOUGHT**

1. An Order (the “**Sale Approval and Vesting Order**”) substantially in the form attached as **Schedule “A”** which also includes the following relief:

- a. An Order authorizing the transfer to the purchaser of certain liquor manufacturing licences held in the name of the Debtor;
  - b. An Order barring any reclamation of property claims of Western Pacific Contracting Ltd. and Chris Walton to brewery equipment of the Debtor described as Deutsche Beverage 10 BBL Brewhouse (the “**Brewhouse Asset**”) and confirming that all parts and software, whether physical or intangible, associated with the Brewhouse Asset are the property of the Debtor; and
  - c. An Order directing the Defendants Beyond the Grape on Premise Winemaking Ltd. (the “**Debtor**”), Ian MacKerricher, Western Pacific Contracting Ltd., Chris Walton, and any person receiving a copy of the proposed Order who has knowledge of any passwords or codes required to operate the Brewhouse Asset or for any other use relating to the operation of the Brewhouse Asset, to deliver up to the Receiver any such passwords or codes.
2. Such further and other orders, declarations, and directions as counsel may request and this Honourable Court deems to be just and convenient in the circumstances.

## **Part 2: FACTUAL BASIS**

### **Background on Debtor**

1. Beyond the Grape on Premise Winemaking Ltd. (the “**Debtor**”) is a corporation existing under the laws of the Province of British Columbia. The Debtor owned and operated a licensed brewery and sold packaged beer to consumers under the business name “Fraser Mills Fermentation Company”. The Debtor operated its business from leased premises located at 3044 St Johns Street, Port Moody, BC.

### **Creditors of the Debtor**

2. Royal Bank of Canada (“**RBC**”) and Business Development Bank of Canada (“**BDC**”) are the senior secured creditors of the Debtor. RBC and BDC each hold General Security Agreements from the Debtor in respect of all its present and after acquired property.

### **Receivership and Bankruptcy Orders**

3. By an Order made on September 18, 2023 (the “**Receivership Order**”), the Receiver was appointed as the receiver of the assets, undertakings and property of the Debtor with authority to, among other things:
  - (a) Market any or all of the assets, undertaking and property;
  - (b) Sell the Property outside the ordinary course of business with approval of the Court; and
  - (c) Apply for a vesting order or such other orders as necessary to convey the Property to a purchaser free and clear of any liens or encumbrances.

4. By a Bankruptcy Order also made on September 18, 2023, the Debtor was adjudged bankrupt and BDO Canada Limited was appointed as the Licensed Insolvency Trustee of the estate of the Debtor in bankruptcy.

#### **Appraisal of the Property**

5. Prior to the Receiver's appointment, a secured creditor commissioned Canam-Appraiz Inc. as an independent appraisal of the Property to determine the assets' value.
6. Canam-Appraiz Inc. estimated that, based on the liquidation value from an auction, net sale proceeds would range from \$101,000 to \$126,000.
7. The Receiver worked with the management to identify third-party leased assets.

#### **Estimated Recovery**

8. BDC is owed approximately \$752,000 from the Debtor and RBC is owed approximately \$408,000.
9. The Receiver believes there will be a significant shortfall to the secured lenders given the value of the Property compared to the outstanding indebtedness of the Debtor.
10. There is no anticipated recovery for unsecured creditors.

#### **Marketing of the Property**

11. The Receiver undertook various activities in respect of the sale and marketing of the Property of the Debtor (collectively, the "**Sale Process**").
12. The Sale Process commenced in advance of the receivership date in cooperation with the Debtor.
13. The Receiver conducted a tender bid process to solicit auction proposals and offers for the Property.
14. The Receiver contacted five different auctioneers and ten operators in the local brewery industry to solicit offers.
15. The Receiver was also contacted directly by three parties expressing interest in the Property.
16. Every interested party was provided with a listing of the assets available for sale (the "**Property**").
17. The Receiver received five proposals and offers for the Property of which three were proposals from auctioneers and two were cash offers for the Property (together the "**Proposals**"). Each of the Proposals were for all of the Property.

18. The three auctioneer proposals were all lower than the two cash offers and therefore the Receiver proceeded to entertain and negotiate with the two parties with cash offers.
19. One of the parties who made a cash offer subsequently requested revisions to the terms of the Receiver's proposed form of asset purchase agreement which were not acceptable to the Receiver. Further, the price offered by this purchaser was lower than the other cash offer.
20. The Receiver determined that the requested revised terms created unacceptable risk and an unconditional signed offer that could be accepted by the Receiver was not ultimately submitted by the purchaser.

#### **Successful Offer for the Business Assets**

21. The Receiver determined that the cash offer received from Chris Walton and Ian MacKerricher (the "**Purchasers' Offer**") was superior to the other Proposals, both on the terms and on the prospect of maximized recovery for the creditors. Among other reasons, the Purchasers' Offer includes fair and reasonable consideration and is condition-free.
22. The Purchasers' offer is a cash offer with a purchase price of \$201,013 for all of the Property as well as the transfer of the liquor manufacturing licenses.
23. Further, in the Receiver's view the Purchasers' Offer was the superior offer and preferable to the other Proposals because:
  - (a) The Purchasers' Offer represented fair and reasonable consideration in light of the auction proposals, the other cash offer received and the Appraisal, and in the Receiver's view represented the greatest return to the creditors;
  - (b) The Purchasers' Offer contemplates a short term completion date within 10 days after Court Approval, which will reduce the overall costs of these proceedings and, accordingly, increase the return to creditors.
24. As a result, the Receiver has accepted the Purchasers' Offer and entered into a corresponding Asset Purchase Agreement with the Purchasers on October 17, 2023 (the "**Sale Agreement**"), a copy of which is set out in Appendix B of the First Report of the Receiver to the Court.
25. Pursuant to the Sale Agreement, the Purchasers have agreed to purchase the Property for a total purchase price of \$201,013 (the "**Purchase Price**"), and have paid a deposit of \$50,253.25 which is being held in trust by the Receiver pending the completion of the sale transaction (the "**Transaction**").
26. BDC and RBC, the senior secured creditors of the Debtor, have expressed to the Receiver their support for the proposed sale of the Property to the Purchasers pursuant to the Sale Agreement.

27. In assessing the proposed sale of the Property to the Purchaser, the Receiver has considered (among other things):
- (a) Whether the Purchase Price is fair and reasonable based on the market response and the offers received;
  - (b) The overall execution and closing risk associated with the cash offers;
  - (c) The overall fairness of the process to effect a sale of the Property of the Debtor; and
  - (d) The support of BDC for the Transaction.

**Brewhouse Asset**

28. Based on discussions with management of the Debtor:
- (a) the Receiver understands that prior to the receivership the Brewhouse Asset was purchased by the Debtor from Deutsche Beverage Technology (“Deutsche”). The Debtor later stopped making payments on the Brewhouse Asset and Deutsche remotely disabled the Brewhouse Asset;
  - (b) to re-activate the Brewhouse Asset, the Debtor arranged for payment to be made to Deutsche by a third-party, Western Pacific Contracting Ltd.
29. Western Pacific Contracting Ltd., through its principal Chris Walton, has advised the Receiver that the software required to operate the Brewhouse Asset is now owned by them as a result of the payment made to Deutsche.
30. The Receiver has not received any evidence of the third-party payment or the date of any such payment. If such payment was made, the Receiver has not received any evidence to support a transfer of ownership of the Brewhouse Asset to Western Pacific Contracting Ltd. If such a transfer was made, the Brewhouse Asset and its software would have remained subject to the security interests of RBC and BDC which have been in place since in or about 2019.
31. BDO Canada Limited, in its capacity as Licensed Insolvency Trustee of the estate of the Debtor in bankruptcy, sent to Western Pacific Contracting Ltd. and Chris Walton a Notice to Prove the Reclamation of Property Claim on October 5, 2023, pursuant to section 81 of the *Bankruptcy and Insolvency Act*.
32. No response has been received by the Receiver and no evidence has been provided to support such a claim.
33. The Receiver understands from its own observations, discussions with management and with Chris Walton that there is a password or code required to operate the software that controls the Brewhouse Asset. To date management has refused to provide that information to the Receiver.

34. As part of this application the Receiver seeks an order that:
- (a) the software associated with the Brewhouse Asset comprises part of the Property of the Debtor and Western Pacific Contracting Ltd. and Chris Walton are barred from making a reclamation of property claim in respect of the Brewhouse Asset and its software;
  - (b) the password or code required to operate the software be delivered up to the Receiver.

### **Notice**

35. The Receiver intends to serve this Application and the First Report of the Receiver by posting a copy to the creditors' information website maintained by the Receiver in this matter and emailing a copy to the Defendants in these proceedings, along with Western Pacific Contracting Ltd. and Chris Walton. The Receiver submits that this method of service will be effective, timely and efficient, in addition to being completed at a lower cost than personal deliveries.

### **Part 3: LEGAL BASIS**

#### **General Powers and Obligations of the Receiver**

1. The Court may appoint a receiver to take possession of an insolvent person's property, exercise any control that the court considers advisable over that property, and to take any other action that the court considers advisable.

*Bankruptcy and Insolvency Act, R.S.C. 1985, cB-3 (the "BIA") s. 243*

2. A receiver has the obligation to act honestly and in good faith, and to deal with the property of an insolvent person in a commercially reasonable manner.

BIA s. 247

#### **Approval of Sale Transaction**

3. In considering a proposed sale transaction regarding the property of an insolvent person, the Court considers:
  - (a) Whether the Receiver made a sufficient effort to obtain the best price and has not acted improvidently;
  - (b) The interests of all parties;
  - (c) The efficacy and integrity of the process by which offers have been obtained; and
  - (d) Whether there has been unfairness in working out of the process.

4. Based on the above considerations, the Receiver has determined that the Purchasers' Offer pursuant to the Sale Agreement represents the best offer for the Property (representing substantially all of the assets, property and undertakings of the Debtor). Accordingly, the Receiver seeks an Order from this Honourable Court approving the Transaction contemplated by the Sale Agreement and the execution and entering into of the Sale Agreement by the Receiver, and the vesting of clear title in and to the Property to the Purchasers in accordance with the terms of the Sale Agreement.

**Part 4: MATERIAL TO BE RELIED ON**

1. The Applicant relies on:
- (a) the First Report of the Receiver to the Court dated October 20, 2023;
  - (b) the Receivership Order dated September 18, 2023;
  - (c) Blacklined Model Approval and Vesting Order;
  - (d) Such other materials as counsel may advise and this Honourable Court may permit.

The applicant estimates that the application will take 30 minutes.

This matter is not within the jurisdiction of a Master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application:

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in this proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed Application Response;
  - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
  - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).



Date: October 20, 2023

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Signature of Sherryl A. Dubo  
 applicant  lawyer for applicant

*To be completed by the court only:*

Order made
<input type="checkbox"/> in the terms requested in paragraphs _____ of Part 1 of this notice of application
<input type="checkbox"/> with the following variations and additional terms: _____ _____ _____
Date: _____
Signature of <input type="checkbox"/> Judge <input type="checkbox"/> Master



**APPENDIX**

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts.

**SCHEDULE "A" to Notice of Application**

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DEFENDANTS

**ORDER MADE AFTER APPLICATION**

**APPROVAL AND VESTING ORDER**

BEFORE THE HONOURABLE

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)  
)  
)

November 3, 2023

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

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

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the “**Transaction**”) contemplated by the Asset Purchase Agreement dated October 17, 2023 (the “**Sale Agreement**”) between the Receiver and Chris Walton and Ian MacKerricher (together the “**Purchaser**”), a copy of which is attached as Appendix “**B**” to the 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**”). For greater certainty, the Receiver is hereby authorized to effect the transfer to the Purchaser of Manufacturer Licence #308687 and Manufacturer Licence #308688 issued by the BC Liquor and Cannabis Regulation Branch in the name of the Debtor.
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule “B”** hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule “C”** hereto shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated September 18, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule “D”** hereto (all of which are collectively referred to as the “**Encumbrances**”), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
3. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver’s Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

4. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
5. Subject to the terms of the Sale Agreement, possession of the Purchased Assets shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement).
6. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court provided that the Closing Date occurs within 20 business days of the date of the Order.
7. Notwithstanding:
  - (a) these proceedings; and
  - (b) the Bankruptcy Order made in respect of the Debtor on September 18, 2023;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
8. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
9. The Debtor, the Defendant Ian MacKerricher, Western Pacific Contracting Ltd. and Chris Walton and any person receiving a copy of this Order who has knowledge of any passwords or codes required to operate brewery equipment of the Debtor described as Deutsche Beverage 10 BBL Brewhouse are directed to deliver up any such passwords or codes to the Receiver.
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 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:

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Signature of Sherryl Dubo  
Counsel for the Receiver

BY THE COURT

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DISTRICT REGISTRAR

**Schedule A – List of Counsel**

<b>Counsel</b>	<b>Party</b>

**Schedule B – Form of Receiver’s Certificate**

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

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DANIEL JOSEPH PARENT  
STEPHEN PAUL SHELDON  
WARREN TODD BOYER

DEFENDANTS

**RECEIVER’S CERTIFICATE**

RECITALS:

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

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

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

THE RECEIVER HEREBY CERTIFIES:

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

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

**BDO CANADA LIMITED.**

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

Per: \_\_\_\_\_  
Name:  
Title:



# Schedule “ C ”

Equipment List

Value Assigned:

\$

Group A	
Group B	
Group C	

**Equipment Group A (owned)**

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

**Equipment Group B (owned)**

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

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

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

### **Schedule D – Claims to be expunged**

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

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**IN THE SUPREME COURT OF BRITISH COLUMBIA**  
**In the Matter of the Receivership of**  
**BEYOND THE GRAPE ON PREMISE WINEMAKING LTD.**

---

BETWEEN:

**BUSINESS DEVELOPMENT BANK OF CANADA**

Plaintiff

- and -

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

Defendants

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**ORDER MADE AFTER APPLICATION**  
**(APPROVAL AND VESTING ORDER)**

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FILE NO. 4701-107

SAD/

**MCMILLAN DUBO LLP**  
#401 – 121 5<sup>th</sup> Avenue,  
Kamloops, BC V2C 0M1  
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