

**ENTERED**

Form 27  
[Rules 6.3 and 10.52(1)]

COURT FILE NUMBER **2101-00810**  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF **2314174 ALBERTA LTD.**  
DEFENDANT **1652563 ALBERTA LTD.**



**IN THE MATTER OF THE RECEIVERSHIP OF 1652563 ALBERTA LTD.**

DOCUMENT **APPLICATION BY RECEIVER: Sale Approval and Vesting Order, Discharge of Receiver and Related Relief**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Jessica L. Cameron/Myles Fish  
Borden Ladner Gervais LLP  
1900, 520 3<sup>rd</sup> Ave. S.W.  
Calgary, AB T2P 0R3  
Telephone: (403) 232-9715/9764  
Facsimile: (403) 266-1395  
Email: [JCameron@blg.com](mailto:JCameron@blg.com)/[MFish@blg.com](mailto:MFish@blg.com)  
File No. 440777/000010

**NOTICE TO THE ATTACHED SERVICE LIST (SCHEDULE "A")**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date	August 11, 2021
Time	2:00 p.m.
Where	Calgary Courts Centre (By WebEx Video Conference)
Before Whom	The Honourable Justice L.B. Ho, in Commercial Chambers

Go to the end of this document to see what else you can do and when you must do it.

**Remedy claimed or sought:**

1. BDO Canada Limited (“**BDO**”), in its capacity as the court-appointed receiver and manager (the “**Receiver**”), of all the current and future property and undertakings of 1652563 Alberta Ltd. o/a and dba as “Two Guys Trailer” (“**165**”, or the “**Debtor**”), seeks an Order in substantially the same form as attached hereto as **Schedule “B”**, for the following relief:
  - (a) Declaring service of this Application good and sufficient, and abridging the time for notice of this Application to the time actually given, if necessary;
  - (b) Approving the sale transaction (the “**165 Transaction**”) contemplated by a Purchase and Sale Agreement in respect of the Debtor’s “Lands” (as defined below), entered into between 2314174 Alberta Ltd. (“**231**”, or the “**Purchaser**”) and the Receiver on July 29, 2021 (the “**231 PSA**”), a copy of which is attached as Appendix “B” to the Second Report of the Receiver dated and filed August 3, 2021 (the “**Second Report**”);
  - (c) Vesting all of the Debtor’s right, title and interest in and to the purchased assets pursuant to the 231 PSA in the name of the Purchaser, free and clear of all claims and encumbrances, subject only to permitted encumbrances; and
  - (d) Authorizing and directing the Receiver to take such further steps, as necessary, to complete the 165 Transaction.
  
2. In addition, the Receiver seeks an Order, substantially in the form attached hereto as **Schedule “C”**, for the following relief:
  - (a) Declaring service of this Application good and sufficient, and abridging the time for notice of this Application to the time actually given, if necessary;
  - (b) Approving the Receiver’s actions, conduct and activities, as more particularly described in the Second Report;
  - (c) Approving the Statement of Receipts and Disbursements as described and appended to the Second Report;
  - (d) Approving and ratifying the fees and disbursements of the Receiver, and those of its legal counsel, as more particularly described in the Second Report, without the necessity of a formal passing of accounts; and
  - (e) Discharging the Receiver as receiver of the Debtor, including without limitation, declaring that the Receiver has satisfied its obligations under and pursuant to the terms of the orders granted in the within proceedings, up to and including the date hereof, in respect of the Debtor.
  
3. Such further and other relief as Counsel may advise and this Honourable Court may permit.

## Grounds for making this application:

### *Background*

4. The Debtor is a private Alberta corporation with a registered office in Carstairs, Alberta. Until on or around February 11, 2021, it operated a business specializing in trailer and used vehicle sales under the trade name “Two Guys Trailers”. The Debtor’s primary secured creditor is the Applicant in these proceedings, 231.
5. Pursuant to an Order of the Honourable Justice D.B. Nixon granted in these proceedings on February 11, 2021 (the “**Receivership Order**”), BDO was appointed Receiver over the Debtor and all of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated including all proceeds thereof, as described in the Receivership Order.
6. On April 13, 2021, the Honourable Justice B.E.C. Romaine granted Orders approving a sales process proposed by the Receiver (the “**Sales Process**”) and approving the Receiver’s actions and the fees and disbursements of the Receiver and its legal counsel.

### *Approval of the 165 Transaction*

7. The Debtor is the owner of three contiguous parcels of land located in Carstairs, Alberta, as more particularly described in the Second Report (the “**Lands**”). Pursuant to the Sales Process, the Receiver was authorized to engage a listing agent to market the Lands for sale, with a final bid deadline of July 16, 2021.
8. The successful bid for the Lands, pursuant to the Sales Process, was an *en bloc* credit bid by 231. No other offers were received, due in large part to potential environmental issues associated with the Lands.
9. Consequently, the Receiver and the Purchaser have entered into the 231 PSA, the key terms of which contemplate, *inter alia*:
  - (a) 231’s *en bloc* acquisition of the Lands;
  - (b) A purchase price of approximately \$402,500.00, satisfied by way of:
    - (i) a non-cash credit reduction of all of the Receiver’s Borrowings Certificates advanced to the Receiver by 231, which total approximately \$113,000;

- (ii) a non-cash credit reduction of a material portion of the Debtor's secured indebtedness owed to 231, and
  - (iii) a cash payment of up to \$40,000 to fund the balance of the Receiver's professional fees and expenses and the costs of administration of anticipated bankruptcy proceedings;
  - (c) The Lands being sold on as "*as is, where is*" basis with no representations or warranties attached;
  - (d) The Debtor being assigned into bankruptcy as a condition of closing; and
  - (e) The Receiver and 231 entering into a side letter agreement whereby the principal of 231 agrees to indemnify the Receiver with respect to any goods and services tax obligations arising on closing.
10. In the circumstances, the Receiver considers that the 231 PSA, and the 165 Transaction contemplated therein, should be approved by this Court since, among other things:
- (a) The 231 PSA and 165 Transaction contemplated therein are a result of the Court-approved Sales Process;
  - (b) No other offers were received for the Lands, despite their having been widely advertised by a reputable commercial realtor pursuant to the Court-directed Sales Process Order;
  - (c) The Purchaser is aware of potential environmental issues associated with the Lands;
  - (d) The Purchaser, as primary secured creditor, would otherwise experience a significant shortfall if the Receiver disclaimed its interest in the Lands; and
  - (e) No recoveries would otherwise be available for any subordinate creditors.
11. For all of the foregoing reasons, the Receiver is of the view that it is commercially reasonable to pursue the 165 Transaction pursuant to the 231 PSA.

***Approval of Receiver's Activities, Receipts and Disbursements and Professional Fees***

12. The Receiver's activities have been carried out fairly, efficiently and in a commercially reasonable manner and it is just and equitable for this Court to approve same. Likewise, the professional fees and disbursements of the Receiver, as detailed in the Second Report, and those of its legal counsel are fair and reasonable in the circumstances and commensurate with the work performed to date.
13. In addition, the receipts and disbursements of the Receiver, as described and appended to the Second Report, are commensurate with the work performed, commercially fair and reasonable, and should be approved.

14. The accounts of the Receiver and its legal counsel will be provided to this Honourable Court in advance of the Receiver's Application for approval thereof.
15. In light of the foregoing, it is just and fair that this Honourable Court approve the Receiver's activities and fees, as well as the fees of the Receiver's legal counsel, without the necessity of a formal passing of accounts.

***Discharge of Receiver***

16. In conjunction with the within Application, the Receiver understands that 231 is bringing a concurrent application to assign the Debtor into bankruptcy. Should this Court grant such Application, it is the Receiver's intention to assign the Debtor into bankruptcy given the financial circumstances of the Debtor and in light of the condition of closing contained in the 231 PSA.
17. Upon the completion of the assignment of the Debtor into bankruptcy and the closing of the contemplated 165 Transaction (the "**Remaining Actions**"), the Receiver will have completed an orderly disposition of the business, assets and operations of the Debtor. Further, there will be no property of the Debtor remaining to be realized, and no further actions of the Receiver to be taken. The receivership of 165 will be complete.
18. Accordingly, upon confirmation of the completion of the Remaining Actions, the Receiver is requesting approval from this Honourable Court to be discharged as receiver of 165, subject to the filing of a Receiver's Discharge Certificate.
19. In connection with its discharge, the Receiver requests approval to transfer the Debtor's books and records remaining in the Receiver's possession to Mr. Jerry Roberts, the former sole director of 165.
20. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**Material or evidence to be relied on:**

21. The Receiver's Second Report, dated August 3, 2021.
22. The pleadings, Receiver's First Report, and other materials previously filed in these proceedings, including:

- (a) The Order Approving Sales Process, pronounced by Madam Justice Romaine on April 13, 2021; and
- (b) The Order: Approving Activities & Fees, pronounced by Madam Justice Romaine on April 13, 2021.

23. Such further and other evidence as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

- 24. The *Alberta Rules of Court*, AR 124/2010, and in particular rules 1.3, 6.3, 6.4, 6.47, 11.21, 11.27, 11.29, 11.30 and 13.5.
- 25. The *Bankruptcy and Insolvency General Rules*, and in particular rules 3, 6 and 11.
- 26. Such further and other rules as Counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

- 27. Part XI of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 and s 13 of the *Judicature Act*, RSA 2000, c J-2.
- 28. Such further and other acts and regulations as Counsel may advise and this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

29. None.

**How the application is proposed to be heard or considered:**

30. Via WebEx Video Conference, before the Honourable Justice L.B. Ho, with some or all of the parties present.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit

or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

**Schedule "A"**

**Service List**



COURT FILE NUMBER      2101-00810

COURT                              COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE              CALGARY

PLAINTIFF                        231474 ALBERTA LTD.

DEFENDANTS                    1652563 ALBERTA LTD.

**SERVICE LIST**

<b>Party</b>	<b>Contact Information</b>	<b>Role</b>
Borden Ladner Gervais LLP 1900, 520 3 Ave SW Calgary, AB T2P 0R3  Attn: Jessica Cameron	jcameron@blg.com	Counsel for the Receiver
BDO Canada Limited Suite 110 5800 – 2nd Street SW Calgary, AB T2H 0H2  Attn: Marc Kelly	makelly@bdo.ca	Receiver
Cassels Brock & Blackwell LLP Suite 3810, Bankers Hall West 888 3rd Street SW Calgary, AB T2P 5C5  Attn: Jeffrey Oliver Danielle Marechal	joliver@cassels.com dmarechal@cassels.com	Counsel to Plaintiff, 2314173 Alberta Ltd.  Counsel to Guarantors, Jerry and Sandi Roberts
Quentin Plester Barrister and Solicitor Box 1034 Black Diamond, AB T0L 0H0	Quentin@Q4Group.ca	Counsel to Defendant, 1652563 Alberta Ltd.
1652563 Alberta Ltd. o/a Two Guys Trailers 419 10 Avenue Carstairs, AB T0M 0N0  Attn: Courtney Moffatt	rodtek@hotmail.com	Defendant
Taylor Janis LLP 400, 10216 124th Street Edmonton, AB T5N4A3  Attn: Dustin A. Patzer	dpatzer@taylorjanis.com	Counsel to Courtney Moffatt, Guarantor

<b>Party</b>	<b>Contact Information</b>	<b>Role</b>
Blue Chip Leasing Corporation 156 Duncan Mill Road, Unit 16 Toronto, ON M3B 3N2	info@bluechipleasing.com	Secured Creditor
D & D Vehicle Sales Inc. 3760 – 48 Avenue Camrose, AB T4V 3Z7	info@ddsales.ca	Secured Creditor
Kuefler Stevenson Bennett LLP Suite #240, 611 – 10 Avenue SW Calgary, AB T2R 0B2  Attn: Quinn M. Kuefler/Lynn Rosaasen	qkuefler@ksblawyers.com lrosaasen@ksblawyers.com	Counsel to ATB Financial
Jubilee Ford Sales (1983) Ltd. 419 Brand Place Saskatoon, SK S7J 5L6	abautonsp@teranet.ca	Secured Creditor
HSBC Bank Canada 321 – 21 <sup>st</sup> Street East Saskatoon, SK S7K 0C1	abautonsp@teranet.ca	Secured Creditor
Niblock & Company LLP 420 Macleod Trail SE Medicine Hat, AB T1A 7G5  Attn: Bryce R. Farrell	bfarrell@niblock.ca	Agent for Judgment Creditor
Sterling Trailer Sales (A Partnership) 1935 2 Avenue Dunmore, AB T0J 1A0	marksemrau@shaw.ca	Judgment Creditor
Scharfstein Gibbings Walen Fisher LLP 200 Princeton Tower 123 – 2 <sup>nd</sup> Ave South Saskatoon, SK S7K 7E6  Attn: Michael R. Scharfstein/ Elaine de Waal	mscharfstein@scharfsteinlaw.com edewaal@scharfsteinlaw.com	Counsel to Wheatheart Enterprises Ltd.  SK QB Action no.: 1540 of 2020
2314174 Albert Ltd. 3810, 888 3 <sup>rd</sup> Street SW Calgary, AB T2P 5C5	jdrsjr@telus.net	Secured Creditor

<b>Party</b>	<b>Contact Information</b>	<b>Role</b>
Canada Revenue Agency 220 4 Ave SE Calgary, AB T2G 5E7  Attn: Jill Medhurst-Tividar	Jill.Medhurst@justice.gc.ca	
Central Auto Parts Distributors Ltd. (o/a Auto Value Parts)	jerry@centralautoparts.ca	Unsecured Creditor
Walter Steingart Box 3489 Carstairs, AB T0M 0N0	limetwig@shaw.ca	Unsecured Creditor
Canada Revenue Agency 220 4 Ave SE Calgary, AB T2G 5E7  Attn: Jill Medhurst-Tividar	Fax: 866-219-0311	
Workers' Compensation Board of Alberta  PO Box 2415 Edmonton, AB T5J 2S5	Fax : 780-427-5863	
Emerald Holdings Inc. 2625 26 Street NE Calgary, AB T1Y 1A4		Secured Creditor
Aspen Ford Sales 4402 42 Street Stettler, AB T0C 2L0		Unsecured Creditor
Broken Wrench Automotive 401B 9 Street S Carstairs, AB T0M 0N0		Unsecured Creditor
Central Auto Parts 34 Highfield Circle S.E. Calgary, AB T2G 5N5		Unsecured Creditor
Shaw Cable 900, 1067 Cordova Street Vancouver, BC V6C 3T5		Unsecured Creditor

<b>Party</b>	<b>Contact Information</b>	<b>Role</b>
Manheim Edmonton 11650 199 Street N.W. Edmonton, AB T5S 2C6		Unsecured Creditor
McWilliams Auto Appraisal 7859 50 Avenue Red Deer, AB T4P 1M8		Unsecured Creditor
Stetson GMC 2451 50 Street Drayton Valley, AB T7A 1S4		Unsecured Creditor

jcameron@blg.com; makelly@bdo.ca; joliver@cassels.com; dmarechal@cassels.com;  
Quentin@Q4Group.ca; rodtek@hotmail.com; info@bluechipleasing.com; info@ddsales.ca;  
qkuefler@ksblawyers.com; lrosaasen@ksblawyers.com; abautonsp@teranet.ca; bfarrell@niblock.ca;  
marksemrau@shaw.ca; mscharfstein@scharfsteinlaw.com; edewaal@scharfsteinlaw.com;  
jdrsjr@telus.net; Jill.Medhurst@justice.gc.ca; limetwig@shaw.ca; dpatzer@taylorjanis.com;  
jerry@centralautoparts.ca

**Schedule "B"**

**Proposed Sale Approval and Vesting Order**

COURT FILE NUMBER                   **2101-00810**

COURT                                    COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE                    CALGARY

PLAINTIFF                            **2314174 ALBERTA LTD.**

DEFENDANT                           **1652563 ALBERTA LTD.**

**IN THE MATTER OF THE RECEIVERSHIP OF 1652563 ALBERTA LTD.**

DOCUMENT                            **SALE APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT                    **BORDEN LADNER GERVAIS LLP**  
1900, 520-3<sup>rd</sup> Ave. S.W.  
Calgary AB, T2P 0R3

Attention: Jessica L. Cameron/Myles Fish  
Telephone: (403) 232-9715/9764  
Facsimile: (403) 266-1395  
Email: [jcameron@blg.com](mailto:jcameron@blg.com)/[mfish@blg.com](mailto:mfish@blg.com)  
File No. 440777/000010

**DATE ON WHICH ORDER WAS PRONOUNCED:**                    August 11, 2021

**LOCATION WHERE ORDER WAS PRONOUNCED:**                    Calgary

**NAME OF JUDGE WHO MADE THIS ORDER:**                    The Honourable Justice L.B. Ho

**UPON THE APPLICATION** of BDO Canada Limited in its capacity as the Court-appointed receiver and manager (“**Receiver**”) of the undertakings, property, and assets of 1652563 Alberta Ltd. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by the agreement of purchase and sale between the Receiver and 2314174 Alberta Ltd. (the “**Purchaser**”) dated July 29, 2021 (the “**Purchase Agreement**”) and appended as Appendix “B” to the Receiver’s Second Report, dated August 3, 2021, filed (the “**Second Report**”), and vesting in the Purchaser all of the Debtor’s right, title and interest in and to the “**Property**” (as defined in the Purchase Agreement);

**AND UPON HAVING READ** the Receivership Order, dated February 11, 2021 (the “**Receivership Order**”), the Report previously filed by the Receiver, the Affidavit of Service, filed, and all other material and evidence filed to date in the within proceedings; **AND UPON HEARING** the submissions of counsel

for the Receiver, the Purchaser, and any other interested parties appearing at the hearing of this application, which occurred via WebEx Video Conference, having regard to the Court's procedures for the COVID-19 pandemic;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

**APPROVAL OF THE TRANSACTION**

2. The Purchase Agreement, including the Transaction contemplated thereby, is hereby authorized, ratified and approved, with such minor amendments as the Receiver may deem necessary.
3. The Receiver is hereby authorized and directed to take all such steps, perform, consummate, implement, execute and deliver all such conveyance documents, bills of sale, assignments, conveyances, transfers, deeds, representations, indicia of title, tax elections, documents and instruments of whatsoever nature or kind as may be reasonably necessary or desirable for the completion of the Transaction and for the conveyance of the Property to the Purchaser in accordance with the terms of the Purchase Agreement, including, without limitation, making such amendments to the Purchase Agreement as the Receiver and the Purchaser may approve in writing and which do not materially alter the Purchase Agreement.

**VESTING OF PROPERTY**

4. Upon the delivery of the Receiver's certificate to the Purchaser substantially in the form and substance set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Property listed in **Schedule "B"** hereto, shall vest absolutely in the name of the Purchaser, free and clear of and from all estate, right, title, interest, royalty, rental and equity of redemption of the Debtor and all persons who claim by, through, or under the Debtor, and any and all caveats, security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments (whether contractual, statutory, or otherwise), actions, judgments, executions, levies, taxes, writs of enforcement, charges, encumbrances, other financial or monetary claims, or interests, whether or not they have attached

or been perfected, registered or filed and whether secured, unsecured or otherwise, and whether by payment, set off or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) all charges, security interests or claims against the Property, whether or not evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims under the *Builders' Lien Act* (Alberta);
- (d) any municipal property tax claims under the *Municipal Government Act*, or otherwise, including any municipal property tax claims which accrued or were payable from February 11, 2021 until Closing; and
- (e) those Claims listed in **Schedule "C"** hereto;

all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, the "**Permitted Encumbrances**"). For greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property and all charges, security interests or Claims evidenced by registrations under any personal property registry system, or otherwise where any Claim of any kind may be registered or recorded are hereby expunged, ordered removed and otherwise unconditionally discharged and terminated as against the Property.

5. Upon the delivery of the Receiver's Certificate to the Purchaser, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Property subject only to the Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles of Alberta (the "**Land Titles Registrar**") shall and is hereby authorized, requested and directed to forthwith:



- (i) cancel existing Certificates of Title, as applicable, for those lands and premises described in **Schedule "E"** hereto (the "**Lands**");
  - (ii) issue new Certificates of Title, as applicable, for the Lands in the name of the Purchaser, subject only to the Permitted Encumbrances;
  - (iii) discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Purchase Agreement against the existing Certificates of Title to the Lands, as applicable; and
- (b) the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations (including any writs of enforcement) at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests, charges or other interest (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Property.
6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Purchase Agreement. Presentment of this Order and the Receiver's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Property of any Claims including Encumbrances but excluding Permitted Encumbrances.
7. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Property is required for the due execution, delivery and performance by the Receiver of the Purchase Agreement.
8. Upon delivery of the Receiver's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar in accordance with the *Land Titles Act* (Alberta) and notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-7, and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.

9. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Receiver or the Debtor, other than as described in the Purchase Agreement.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Property, and all persons or entities having any Claims of any kind whatsoever in respect of the Property, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all estate, right, title, interest, royalty, rental and equity of redemption or other Claim whatsoever in respect of the Property and, to the extent that any such persons or entities remain in possession or control of any of the Property, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Property, they shall forthwith deliver possession thereof to the Purchaser.
11. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Property for its own use and benefit without any interference of or by the Debtor, or any person claiming by through, under or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

#### **HANDLING OF NET PROCEEDS**

14. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Property (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Property and from and after the delivery of the Receiver's Certificate any encumbrances or charges created by the Receivership Order and all Claims and Encumbrances (but excluding Permitted Encumbrances) shall not attach to, and shall cease to be attached to, encumber or otherwise form a charge, security interest, lien, builders' lien, or other Claim against the Property and shall attach to the net proceeds from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

**MISCELLANEOUS MATTERS**

15. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), in respect of the Debtor, and any bankruptcy orders issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtor; and
- (d) the provisions of any federal or provincial statute;

the assignment, transfer, conveyance and vesting of the Debtor’s right, title, estate and interest in and to the Property to 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 nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA 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.

16. The Receiver, the Purchaser and any other interested party shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.
18. Service of this Order shall be deemed good and sufficient by serving the same on:

- a. the persons listed on the electronic service list created in these proceedings;
- b. the Purchaser or on the Purchaser's solicitors; and
- c. by posting a copy of this Order on the Receiver's website at:  
<https://www.bdo.ca/en-ca/extranets/1652563alberta>;

and service on any other Person is hereby dispensed with.

---

Justice of the Court of Queen's Bench of Alberta

**The Following Schedules Form Part of this Vesting Order:**

Schedule A – Receiver’s Certificate

Schedule B – Property

Schedule C – Encumbrances

Schedule D – Permitted Encumbrances

Schedule E – Land Title Certificates

**SCHEDULE "A"**  
**FORM OF RECEIVER'S CERTIFICATE**

COURT FILE NUMBER 2101-00810  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF **2314174 ALBERTA LTD.**  
DEFENDANT **1652563 ALBERTA LTD.**

**IN THE MATTER OF THE RECEIVERSHIP OF 1652563  
ALBERTA LTD.**

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**BORDEN LADNER GERVAIS LLP**  
1900, 520-3<sup>rd</sup> Ave. S.W.  
Calgary AB, T2P 0R3

Attention: Jessica L. Cameron/Myles Fish  
Telephone No: (403) 232-9715/9764  
Facsimile: (403) 266-1395  
Email: [jcameron@blg.com](mailto:jcameron@blg.com)/[mfish@blg.com](mailto:mfish@blg.com)  
File No. 440777/000010

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice D.B. Nixon of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated February 11, 2021, BDO Canada Limited was appointed as the receiver and manager (the "**Receiver**") of 1652563 Alberta Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated August 11, 2021, the Court approved the agreement of purchase and sale made as of July 29, 2021 (the "**Purchase Agreement**") between the Receiver as vendor on behalf of the Debtor, and 2314174 Alberta Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser or its nominee of the Debtor's right, title and interest in and to the Property (as defined in the Purchase Agreement), which vesting is to be effective with respect to the Property upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Property; (ii) that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, as applicable; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid in full the Purchase Price to be paid for the Property on the Closing Date pursuant to the Purchase Agreement and the Receiver has received the cash portion of the Purchase Price for the Property payable on the Closing Date pursuant to the Purchase Agreement;
2. Any conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and/or the Purchaser where applicable; and
3. The Transaction contemplated by the Purchase Agreement has been completed to the satisfaction of the Receiver, subject to the post-closing obligations provided for therein.

This Certificate was delivered by the Receiver at [Time] on [Date], 2021.

**BDO CANADA LIMITED, SOLELY IN  
ITS CAPACITY AS RECEIVER AND  
MANAGER OF THE ASSETS,  
UNDERTAKINGS AND PROPERTIES  
OF 1652563 ALBERTA LTD. AND NOT  
IN ITS PERSONAL OR CORPORATE  
CAPACITY**

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

**SCHEDULE "B"**  
**PROPERTY**

No.	Municipal Address	Legal Description	Detail
1	419, 10 Avenue South, Carstairs, AB, TOM ONO	PLAN 3845CO THAT PORTION OF THE ROADWAY SOUTH OF LOT 8 BLOCK 28 AND NORTH OF LOT 1 BLOCK 29 EXCEPTING THEREOUT ALL MINES AND MINERALS	Commercial building and parking space (the " <b>Building Lot</b> ")
2	417, 10 Avenue South, Carstairs, AB, TOM ONO	PLAN 3845CO BLOCK 28 LOTS 7 AND 8 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME	Vacant commercial zoned land (" <b>Lot 417</b> ")
3	413, 10 Avenue South, Carstairs, AB, TOM ONO	PLAN 3845CO BLOCK 28 LOTS 5 AND 6 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME	Vacant commercial zoned land (" <b>Lot 413</b> ")



**SCHEDULE “C”  
ENCUMBRANCES**

**Parcel 1: Certificate of Title No. 201 137 322, 419, 10 Avenue South, Carstairs, AB, TOM ONO**

<b>Instrument No.</b>	<b>Date</b>	<b>Description</b>
201 208 518	10/11/2020	Caveat – Amending Agreement  Caveator – 2314174 Alberta Ltd.

**Parcel 2 & Parcel 3: Certificate of Title No.’s 201 128 945 and 201 128 945 +1, 413 and 417 Avenue South, Carstairs AB, TOM ONO**

<b>Instrument No.</b>	<b>Date</b>	<b>Description</b>
181 209 630	28/09/2018	Mortgage  Mortgagee – 2314174 Alberta Ltd.  Original Principal Amount: \$500,000
211 018 902	22/01/2021	Writ  Creditor – Sterling Trailer Sales  Amount: \$22,250 and Costs if Any
211 042 766	24/02/2021	Writ  Creditor – Alberta Treasury Branches  Amount: \$171,735 and Costs if Any

**SCHEDULE "D"**  
**PERMITTED ENCUMBRANCES**

1. None

**SCHEDULE "E"**  
**LAND TITLE CERTIFICATES**

No.	Municipal Address	Land Title Certificate No.
1	419, 10 Avenue South, Carstairs, AB, TOM ONO	201 137 322
2	417, 10 Avenue South, Carstairs, AB, TOM ONO	201 128 945
3	413, 10 Avenue South, Carstairs, AB, TOM ONO	201 128 945 +1



HISTORICAL LAND TITLE CERTIFICATE  
CURRENT TITLE WITH HISTORICAL DATA

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0019 707 009            3845CO;OT                      201 137 322

LEGAL DESCRIPTION

PLAN 3845CO  
THAT PORTION OF THE ROADWAY  
SOUTH OF LOT 8 BLOCK 28  
AND NORTH OF LOT 1 BLOCK 29  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;1;30;17;SE  
ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF CARSTAIRS

REFERENCE NUMBER: 851 042 530

---

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
201 137 322	07/08/2020	TRANSFER OF LAND	\$240,000	NOMINAL

---

OWNERS

1652563 ALBERTA LTD.  
OF BOX 2144  
CARSTAIRS  
ALBERTA T0M 0N0

---

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
871 228 700	11/12/1987	CAVEAT RE : LEASE CAVEATOR - NORTH HILL MOTORS (1975) LTD. C/O WILLIAM J SHACHNOWICH, 1200,840-7 AVENUE S.W., CALGARY ALBERTA T2P3G2 AGENT - W J SHACHNOWICH

## REGISTRATION

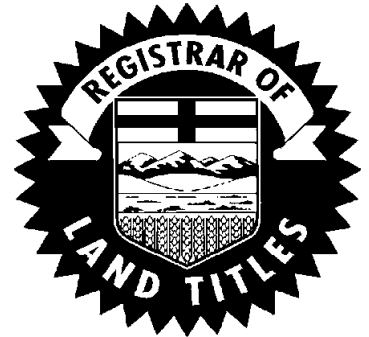
NUMBER	DATE (D/M/Y)	PARTICULARS
201 141 534	13/08/2020	DISCHARGE OF CAVEAT 871228700
201 208 518	10/11/2020	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - 2314174 ALBERTA LTD. STE 3810, BANKERS HALL WEST 888-3 ST SW CALGARY ALBERTA T2P5C5 (DATA UPDATED BY: TRANSFER OF CAVEAT 211052698)
211 052 698	11/03/2021	TRANSFER OF CAVEAT 201208518 TRANSFeree - 2314174 ALBERTA LTD. STE 3810, BANKERS HALL WEST 888-3 ST SW CALGARY ALBERTA T2P5C5

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 30 DAY OF APRIL,  
2021 AT 11:55 A.M.

ORDER NUMBER: 41563339

CUSTOMER FILE NUMBER: 440777.10



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 201 128 945

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

211052697)

211 018 902      22/01/2021 WRIT  
CREDITOR - STERLING TRAILER SALES (A PARTNERSHIP) .  
1935-2 AVE  
DUNMORE  
ALBERTA T0J1A0  
DEBTOR - 1652563 ALBERTA LTD.  
419-10 AVE S  
CARSTAIRS  
ALBERTA TOM0N0  
AMOUNT: \$22,250 AND COSTS IF ANY  
ACTION NUMBER: 210800008

211 042 766      24/02/2021 WRIT  
CREDITOR - ALBERTA TREASURY BRANCHES .  
2100, 1K0020 - 100 STREET  
EDMONTON  
ALBERTA T5J0N3  
DEBTOR - 1652563 ALBERTA LTD.  
419-10 AVE S  
CARSTAIRS  
ALBERTA TOM0N0  
AMOUNT: \$171,735 AND COSTS IF ANY  
ACTION NUMBER: 2001-11460

211 052 697      11/03/2021 TRANSFER OF MORTGAGE 181209630  
TRANSFeree - 2314174 ALBERTA LTD .  
STE 3810, BANKERS HALL WEST  
888-3 ST SW  
CALGARY  
ALBERTA T2P5C5

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 30 DAY OF APRIL,  
2021 AT 11:59 A.M.

ORDER NUMBER:      41563411

CUSTOMER FILE NUMBER:      440777.10



\*END OF CERTIFICATE\*

( CONTINUED )

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .





-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 201 128 945 +1

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

211052697)

211 018 902      22/01/2021 WRIT  
CREDITOR - STERLING TRAILER SALES (A PARTNERSHIP).  
1935-2 AVE  
DUNMORE  
ALBERTA T0J1A0  
DEBTOR - 1652563 ALBERTA LTD.  
419-10 AVE S  
CARSTAIRS  
ALBERTA TOM0N0  
AMOUNT: \$22,250 AND COSTS IF ANY  
ACTION NUMBER: 210800008

211 042 766      24/02/2021 WRIT  
CREDITOR - ALBERTA TREASURY BRANCHES.  
2100, 1K0020 - 100 STREET  
EDMONTON  
ALBERTA T5J0N3  
DEBTOR - 1652563 ALBERTA LTD.  
419-10 AVE S  
CARSTAIRS  
ALBERTA TOM0N0  
AMOUNT: \$171,735 AND COSTS IF ANY  
ACTION NUMBER: 2001-11460

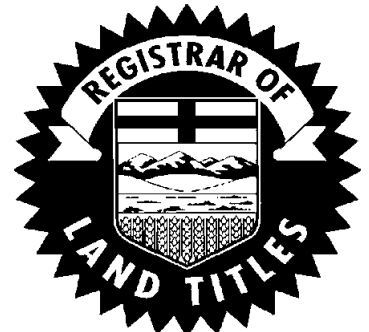
211 052 697      11/03/2021 TRANSFER OF MORTGAGE 181209630  
TRANSFEREE - 2314174 ALBERTA LTD.  
STE 3810, BANKERS HALL WEST  
888-3 ST SW  
CALGARY  
ALBERTA T2P5C5

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 30 DAY OF APRIL,  
2021 AT 11:59 A.M.

ORDER NUMBER:      41563411

CUSTOMER FILE NUMBER:      440777.10



\*END OF CERTIFICATE\*

( CONTINUED )

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**Schedule "C"**

**Proposed Discharge Order**

COURT FILE NUMBER **2101-00810**  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF **2314174 ALBERTA LTD.**  
DEFENDANT **1652563 ALBERTA LTD.**

Clerk's Stamp

**IN THE MATTER OF THE RECEIVERSHIP OF  
1652563 ALBERTA LTD.**

DOCUMENT **ORDER FOR DISCHARGE OF RECEIVER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Jessica L. Cameron/Myles Fish  
Borden Ladner Gervais LLP  
1900, 520 3<sup>rd</sup> Ave. S.W.  
Calgary, AB T2P 0R3  
Telephone: (403) 232-9715/9764  
Facsimile: (403) 266-1395  
Email: [jcameron@blg.com](mailto:jcameron@blg.com)/[mfish@blg.com](mailto:mfish@blg.com)  
File No. 4407777/000010

**DATE ON WHICH ORDER WAS PRONOUNCED: August 11, 2021**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice L.B. Ho**

UPON the Application of BDO Canada Limited, in its capacity as the court-appointed receiver and manager, and not in its personal or corporate capacity (the "**Receiver**"), of all of the current and future property and undertakings of 1652563 Alberta Ltd. o/a and dba "Two Guys Trailer" ("**165**"), filed on August 3, 2021 (the "**Application**"); **AND UPON** having read the Application, the Receiver's Second Report to the Court dated August 3, 2021 (the "**Second Report**"), the Affidavit of Service (the "**Service Affidavit**"), and the pleadings and proceedings filed herein, including the receivership order granted on February 11, 2021 (the "**Receivership Order**"); **AND UPON** noting that the Receiver has completed all matters required in order to be discharged as receiver and manager of 165; **AND UPON** hearing from counsel for the Receiver and any other interested party appearing at the Application, which occurred via WebEx Video Conference having regard to the Court's procedures for the COVID-19 pandemic;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The time for service of notice of this Application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and

sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.

2. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Second Report.

### **Approval of Activities, Accounts and Disbursements**

3. The Receiver's activities as set out in the Second Report, and its prior report filed herein, together with the Statement of Receipts and Disbursements, as set out in the Second Report, are hereby approved, confirmed and ratified. For greater certainty, this includes the Receiver's anticipated assignment of 165 into bankruptcy as detailed in the Second Report.
4. The Receiver's accounts for fees and disbursements, in the amount of \$14,419.86 (plus GST), for the period of April 1, 2021 to May 31, 2021, as described in the Second Report, are hereby approved, confirmed and ratified without the necessity of a formal passing of its accounts.
5. The accounts rendered by the Receiver's legal counsel, Borden Ladner Gervais LLP ("BLG"), in the amount of \$21,934.57 (plus GST), for the period of April 6, 2021 to June 30, 2021, as described in the Second Report, are hereby approved, confirmed and ratified without the necessity of a formal assessment of its accounts.
6. The accounts rendered by the American legal counsel engaged by the Receiver, Greenberg Traurig LLP, in the amount of \$9,426.75, as described in the Second Report, are hereby approved, confirmed and ratified without the necessity of a formal assessment of its accounts.
7. The Receiver's and the Receiver's legal counsel, BLG's, remaining costs incurred to finalize the administration of the within Receivership Proceedings, including with respect to this application for discharge, in the approximate amounts of \$20,000.00 (including GST) and \$15,000.00 (including GST), respectively, are hereby approved without the necessity of a formal assessment of accounts.

### **Discharge of Receiver**

8. On the evidence before the Court, as outlined in the Second Report, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in these proceedings, including the Receivership Order, up to and including the date hereof, in respect of 165.
9. The Receiver shall not be liable for any act or omission on its part in respect of 165 including, without limitation, any act or omission pertaining to the discharge of its duties in respect of 165 in

the within proceedings, save and except for any liability arising out of any fraud, gross negligence or wilful misconduct on its part, or with leave of the Court. Subject to the foregoing, any claims against the Receiver in respect of 165, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission of the Receiver in any way relating to or arising out of or in respect of the performance of its duties regarding 165, are hereby stayed, released, extinguished and forever barred.

10. No action or other proceeding shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver of 165, except with prior leave of this Court on notice to the Receiver and upon such terms as this Court may direct.
11. Nothing in this order shall derogate from the protections ordered with respect to the Receiver in the Receivership Order.
12. Upon the completion of:
  - (i) The assignment of 165 into bankruptcy; and
  - (ii) The approval and closing of the transaction contemplated by the Purchase and Sale Agreement between the Receiver and 2314174 Alberta Ltd. dated July 29, 2021, as described in the Second Report

(the “**Remaining Steps**”),

the Receiver shall hereby be unconditionally discharged as receiver and manager of 165, and from any and all further obligations as receiver and manager of 165, such discharge to take final effect upon the Receiver filing a Certificate of Discharge substantially in the form attached hereto as **Schedule “A”**.

13. Upon the completion of the Remaining Steps, the Receiver shall be authorized to transfer the corporate books and records of 165 remaining in the Receiver’s possession to the control of Mr. Jerry Roberts, the former sole director of 165.

#### **Miscellaneous Matters**

14. Service of this Order shall be deemed good and sufficient by serving the same on:
  - (a) The persons listed on the Service List (as found at Schedule “A” to the Application); and,
  - (b) By posting a copy of this Order on the Receiver’s website at: [www.bdo.ca/en-ca/extranets/165263alberta](http://www.bdo.ca/en-ca/extranets/165263alberta).
15. No other Persons are entitled to be served with a copy of this Order.

16. Service of this Order shall be deemed good and sufficient regardless of whether service is effected by PDF copy attached to an email, facsimile, courier, personal delivery or ordinary mail.

---

Justice of the Court of Queen's Bench of Alberta