

COURT FILE NUMBER 1901 - 05545

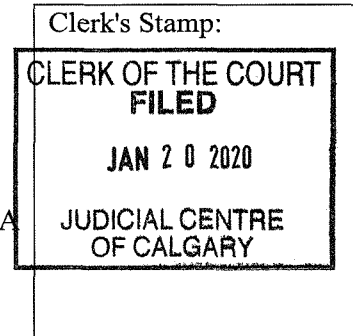
COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN WESTERN BANK

DEFENDANT AAA WINDOWS LTD., AAA HOLDINGS LTD., AAA DOORS LTD.,
RANBIR SANDHU, MOHINDER SANDHU, SUKHDEV SANGHA and
BALDEV SANGHA

DOCUMENT **RECEIVERSHIP APPLICATION**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
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Phone Number: (403) 260-0210 / (403) 260-0159
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Email Address: dlegeyt@bdplaw.com / nwood@bdplaw.com
File No. 45003-552 and 45003-553

See Service List attached as Schedule "A" to this Application

NOTICE TO AAA WINDOWS LTD. and AAA HOLDINGS LTD.

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.

The application will be heard as shown below:

DATE	<u>January 27, 2020</u>
TIME	<u>11:00 am</u>
WHERE	<u>Calgary Courts Centre 601 – 5 Street SW, Calgary, Alberta</u>
BEFORE WHOM	<u>The Honourable Madam Justice K. M. Horner</u>

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. Canadian Western Bank ("**CWB**" or the "**Lender**") respectfully seeks Orders, substantially in the form attached hereto as **Schedules "B", "C", "D" and "E"**:
 - (a) declaring that the within Application is properly returnable today and that service of this Application on the service list attached hereto as **Schedule "A"** is validated and deemed good and sufficient;
 - (b) appointing Hardie & Kelly Inc. pursuant to Section 243 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), Section 99 of the *Business Corporations Act* (Alberta), and Section 13 of the *Judicature Act* (Alberta) as receiver and manager (the "**Receiver**") without bond, of (i) all of the assets, undertakings and properties of AAA Windows Ltd. ("**Windows**") other than the accounts receivable of Windows, and (ii) all of the assets, undertakings and properties of AAA Holdings Ltd. ("**Holdings**") (Windows and Holdings together are referred to as the "**Debtors**");
 - (c) sealing the confidential supplement (the "**Confidential Supplement**") to the Pre-Filing Report of the proposed Receiver (the "**Proposed Receiver**") dated January 20, 2020 (the "**Pre-Filing Report**") on the Court file;
 - (d) approving the transaction (the "**Holdings Transaction**") for certain property of Holdings consisting primarily of the Lands, as described below, (the "**Holdings Property**") and as detailed in the Agreement of Purchase and Sale between the Proposed Receiver of Holdings and 2214308 Alberta Inc. ("**221 Inc.**") dated December 12, 2019 (the "**Holdings PSA**"), a copy of which is appended to the Confidential Supplement;
 - (e) authorizing the Receiver to take such steps as are necessary to close the Holdings Transaction and vesting in 221 Inc. all of Holdings' right, title and interest (if any) in and to the Holdings Property;
 - (f) approving the transaction (the "**Windows Transaction**") (the Windows Transaction together with the Holdings Transaction referred to as the "**Transactions**") for certain property of Windows consisting primarily of particular contracts, equipment, inventory, books and records, inventory, intellectual property and customer lists (the "**Windows Property**") as detailed in the Agreement of Purchase and Sale between the Proposed

Receiver of Windows and A-Apollo Windows & Doors Ltd. ("**A-Apollo**") dated December 12, 2019 (the "**Windows PSA**"), a copy of which is appended to the Confidential Supplement (221 Inc. and A-Apollo are together referred to as the "**Purchasers**");

- (g) authorizing the Receiver to take such steps as are necessary to close the Windows Transaction vesting in A-Apollo all of Windows' right, title and interest (if any) in and to the Windows Property;
- (h) such other relief as may be sought by CWB and granted by this Honourable Court.

Grounds for making this application:

The Indebtedness

- 2. CWB extended credit facilities and related services to Windows pursuant to a commitment letter dated September 12, 2018 (the "**Windows Loan Agreement**").
- 3. As of March 13, 2019, Windows was indebted to CWB for \$525,754.56 in respect of funds borrowed under the Windows Loan Agreement (the "**Windows Indebtedness**").
- 4. CWB extended credit facilities and related services to Holdings pursuant to a commitment letter dated September 12, 2018 (the "**Holdings Loan Agreement**").
- 5. As of March 13, 2019, Holdings was indebted to CWB for \$4,037,335.54 in respect of funds borrowed under the Holdings Loan Agreement (the "**Holdings Indebtedness**").
- 6. The Windows Indebtedness and Holdings Indebtedness together referred to herein as the "**Indebtedness**".

Security

Security granted by Windows

- 6. On July 4, 2014, pursuant to a General Security Agreement, Windows granted to the Lender a security interest in all of its present and after-acquired personal property and real property as security for payment and performance of any and all obligations, indebtedness and liabilities of Windows to the Lender (the "**Windows GSA**").

7. On July 4, 2014, pursuant to a General Assignment of Debts, Windows assigned and transferred all accounts, debts, claims, monies, demands, and choses in action to the Lender, as general and continuing collateral security to the Lender for the payment of all indebtedness and liabilities of Windows to the Lender (the "**Debt Assignment**").
8. The GSA and the Debt Assignment are duly registered in the Alberta Personal Property Registry.
9. Together, the Windows GSA and the Debt Assignment are referred to herein as the "**Windows Security**".

Security granted by Holdings in Respect of the Holdings Indebtedness

10. On February 24, 2014, pursuant to a General Security Agreement, Holdings granted to the Lender a security interest in all of its present and after-acquired personal property and real property as security for payment and performance of any and all obligations, indebtedness and liabilities of Holdings to the Lender (the "**Holdings GSA**").
11. On February 24, 2014, Holdings granted a mortgage to CWB (the "**Holdings Mortgage**"). Pursuant to the Holdings Mortgage, Holdings encumbers, mortgages and charges the lands described as Plan 8011265 Block 10 Lot 17 excepting thereout all mines and minerals and the right to work the same (the "**Lands**") with the repayment on demand of the principal sum (an amount not to exceed \$4,500,000) together with interest at a rate of 15% per annum.
12. On February 24, 2014, pursuant to a General Assignment of Rents and Leases, Holdings assigns, transfers and sets over to the Lender all of its right, title and interest in, to, under and in respect of all present and future leases affecting the Lands or any portion thereof and all rents under such leases granted by Holdings, as additional security to the Lender for the due payment of all amounts due and payable to CWB under or pursuant to the Holdings Mortgage or any obligations arising thereunder (the "**General Assignment of Rents and Leases**").
13. The Holdings GSA is duly registered in the Alberta Personal Property Registry.
14. The Holdings Mortgage and the General Assignment of Rents and Leases are duly registered against the Lands in the Alberta Land Titles Registry.
15. The Holdings GSA, Holdings Mortgage and General Assignment of Rents and Leases are referred to together as the "**Holdings Loan Security**".

Security granted by Holdings in Respect of the Windows Indebtedness

16. On July 4, 2014, pursuant to a continuing guarantee and postponement and assignment of claims, Holdings guaranteed all indebtedness and liabilities owing by Windows to CWB (the "**Windows Guarantee**") and made an assignment and postponement of creditor's claims against Windows in favour of CWB (the "**Windows Assignment and Postponement**"). Pursuant to the Windows Assignment and Postponement, Holdings grants CWB a security interest in and assigns to CWB the payment of all indebtedness of Windows to itself, and defers and postpones to the liabilities of Windows to CWB until the Lender has been paid in full.
17. On July 4, 2014, Holdings granted a mortgage to CWB (the "**Holdings Collateral Mortgage**"). Pursuant to the Holdings Collateral Mortgage, Holdings encumbers, mortgages and charges the Lands with the repayment on demand of the principal sum (an amount not to exceed \$4,500,000) together with interest at a rate of 15% per annum. The Holdings Collateral Mortgage provides that it was given and taken as general and continuing collateral security and the mortgage monies shall include all amounts owing to CWB from time to time and all indebtedness, liabilities and obligations of Holdings to CWB, including as guarantor or surety.
18. The Windows Assignment and Postponement and Holdings Collateral Mortgage are referred to together as the "**Holdings Guarantor Security**".
19. The Windows Assignment and Postponement is duly registered in the Alberta Personal Property Registry.
20. The Holdings Collateral Mortgage is duly registered against the Lands in the Alberta Land Titles Registry.
21. The Windows Security, Holdings Loan Security and Holdings Guarantor Security together referred to herein as the "**Security**".

Default and Demand

Windows

22. Windows is in default of the Windows Loan Agreement and the Windows Security, and all amounts owing to CWB under the Windows Loan Agreement and Windows Security are immediately due and payable. The defaults of Windows include but are not limited to:

- (i) a failure to make payments to CWB when due;
 - (ii) the failure to pay priority payables when due and owing; and
 - (iii) breaches of the general conditions and key covenants set out in Schedule "B" to the Windows Loan Agreement, such as failure to provide a comprehensive and detailed action plan acceptable to CWB, breach of the cash flow coverage ratio requirements, breach of the current ratio requirements and breach of the restriction on making dividends, withdrawals, bonuses, advances to, or repayment of advances by officers, shareholders, affiliates or related parties which result in key covenants being in default.
23. On or about March 14, 2019, CWB provided notice of the foregoing defaults to Windows, demanded repayment of the Windows Indebtedness and concurrently therewith served upon Windows a Notice of Intention to enforce its Security pursuant to section 244(1) of the BIA.
24. Windows has failed or neglected, and continues to fail or neglect, to repay the Windows Indebtedness, and is in default of its obligations under the Windows Loan Agreement.

Holdings

25. Holdings is in default of the Holdings Loan Agreement and the Holdings Loan Security, and all amounts owing to CWB under the Holdings Loan Agreement and Holdings Loan Security are immediately due and payable. The defaults of Holdings include but are not limited to:
- (i) a failure to make payments to CWB when due;
 - (ii) the failure to pay priority payables when due and owing; and
 - (iii) breaches of the general conditions and key covenants set out in Schedule "D" to the Holdings Loan Agreement, such as breach of the cash flow coverage ratio requirements and breach of the restriction on further loans being secured against the project (as defined in the Holdings Loan Agreement).
26. On or about March 14, 2019, CWB provided notice of the foregoing defaults to Holdings, demanded repayment of the Holdings Indebtedness and concurrently therewith served upon Holdings a Notice of Intention to enforce its Security pursuant to section 244(1) of the BIA.
27. Holding has failed or neglected, and continues to fail or neglect, to repay the Holdings Indebtedness, and is in default of its obligations under the Holdings Loan Agreement.

28. On or about March 14, 2019, CWB demanded repayment of the Windows Indebtedness from Holdings pursuant to the Windows Guarantee and Holdings Guarantor Security and concurrently therewith served upon Holdings a Notice of Intention to enforce its Security pursuant to section 244(1) of the BIA. Holdings has failed or neglected, and continues to fail or neglect, to repay the Windows Indebtedness, and is in default of its obligations under the Windows Guarantee.

Appointment of Receiver

29. The immediate appointment of a receiver is necessary to protect and preserve CWB's interests at this time and to realize upon the assets of the Debtors and in order to recover the Indebtedness.
30. It is just and convenient to appoint a receiver without delay.
31. Hardie & Kelly Inc. has consented to act as Receiver.
32. Such further and other grounds as counsel may advise and as this Honourable Court may permit.

Sealing Order

33. The Confidential Supplement contains and discusses matters of a highly sensitive commercial nature, and its publication before the pending Approval and Vesting Orders could result in serious commercial damage to Holdings, Windows and the Purchasers. Further, in the event that either of the Holdings PSA or the Windows PSA do not close, publication could prejudice future realizations on the Holdings Property and Windows Property to the detriment of the stakeholders.
34. A Sealing Order is the least restrictive and prejudicial alternative to prevent the dissemination of commercially sensitive information about the appraised value and purchase price of the Holdings Property and the Windows Property, as well as the terms of the Holdings PSA and Windows PSA.
35. It is fair and just in the circumstances to restrict public access to the Confidential Supplement until the Receiver receives the discharge of its mandate.

Approval and Vesting Orders

36. If granted by this Honourable Court in these proceedings, the Receivership Order expressly authorizes the Receiver to sell the Debtors' Property and to seek an Approval and Vesting Order from the Court in connection therewith.

37. The Purchasers approached CWB with offers for the Holdings Property and Windows Property.
38. After acceptance of 221's offer for the Holdings Property, CWB with the input of the Proposed Receiver proceeded to negotiate and finalize the Holdings PSA, which the Proposed Receiver executed on December 12, 2019. A copy of the Holdings PSA is appended to the Confidential Supplement as Appendix A.
39. After acceptance of A-Apollo's offer for the Windows Property, CWB with the input of the Proposed Receiver proceeded to negotiate and finalize the Windows PSA, which the Proposed Receiver executed on December 12, 2019. A copy of the Windows PSA is appended to the Confidential Supplement as Appendix C.
40. As of the date of this Application, both the Holdings PSA and Windows PSA are conditional solely upon Court approval and obtaining an Approval and Vesting Order. The Proposed Receiver believes that the Transactions can be closed swiftly once Court approval is received.
41. Importantly, the Holdings PSA and Windows PSA both contain a mutual condition to closing which requires concurrent approval of the other transaction by this Honourable Court. Such condition cannot be waived unilaterally by 221 AB Inc., A-Apollo or the Receiver. Further, a default under the Holdings PSA by 221 AB Inc. or the Receiver constitutes a default under the Windows PSA and vice versa.
42. CWB, Holdings' and Windows' principal secured lender, is supportive of the Transactions.
43. CWB and the Proposed Receiver believe that any further sales processes will not result in achieving greater value for the Holdings Property, which primarily consists of the Lands and property incidental thereto, an appraisal of which is appended to the Confidential Supplement as Appendix B. Similarly, CWB and the Proposed Receiver believes that any further sales processes for the Windows Property, an appraisal of which is appended to the Confidential Supplement as Appendix D, will not yield greater value given the increasing risk of deterioration of the business as a going concern. The Proposed Receiver believes that further sales processes will only result in increasing the costs of the administration of the Debtors' estates to the detriment of their creditors.
44. The Transactions were negotiated in good faith and are commercially reasonable.

45. For the foregoing reasons, the Proposed Receiver is satisfied that the Transactions are in the best interests of the Debtors' stakeholders and the Proposed Receiver has concluded that the Transactions should be approved

Material or evidence to be relied on:

46. Affidavit of Default of Tyson Hartwell, sworn July 16, 2019 and filed July 17, 2019.
47. Affidavit of Tyson Hartwell, sworn January 20, 2020, filed.
48. The Pre-Filing Report of the Proposed Receiver dated January 20, 2020, filed.
49. The Confidential Supplement to the Pre-Filing Report, not filed.
50. Pleadings and proceedings herein.

Applicable rules:

51. The *Alberta Rules of Court*.

Applicable Acts and regulations:

52. *Bankruptcy and Insolvency Act* (Canada)
53. *Judicature Act* (Alberta)
54. *Business Corporations Act* (Alberta)
55. *Personal Property Security Act* (Alberta)

How the application is proposed to be heard or considered:

56. Before the Honourable Justice Horner on the Commercial List.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant 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 rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the Applicant.

A

Schedule "A"
Service List

See attached.

Canadian Western Bank re: AAA Windows Ltd. and AAA Holdings Ltd. Service List
45003-552 and 45003-553
Updated: January 15, 2020

Party	Email Address or Facsimile Number	Representing/Notes
Burnet, Duckworth & Palmer LLP 2400, 525 – 8 Street SW Calgary, AB T2P 1G1 Attention: David LeGeyt Tasha Wood	dlegeyt@bdplaw.com nwood@bdplaw.com	Counsel for Canadian Western Bank
Llewellyn Law 2440 Kensington Road NW Calgary, AB T2N 3S1 Attention: Clive Llewellyn	cllewellyn@llewellynllp.com	Counsel for: AAA Holdings Ltd. AAA Windows Ltd. Ranbir Sandhu Mohinder Sandhu
Field Law LLP 400, 444 – 7 Avenue SW Calgary, AB T2P 0X8 Attention: Doug Nishimura	dnishimura@fieldlaw.com	Counsel for: AAA Doors Ltd. Sukhdev Sangha Baldev Sangha
Hillsboro Ventures Inc. 927 – 7A Street NW Calgary, AB T2M 3J4		
Canadian Western Bank 606-4 Street SW Calgary AB T2P 1T1 Attention: Tyson Hartwell	Tyson.Hartwell@cwbank.com	
Hardie & Kelly Inc. 110 - 5800 2 Street SW Calgary, AB T2H 0H2 Attention: Marc Kelly	mkelly@insolvency.net	Proposed Receiver
Parlee McLaws LLP 3300 TD Canada Trust Tower 421 – 7 Avenue SW Calgary, AB T2P 4K9 Attention: Brent W. Mescall	bmescall@parlee.com	Counsel for Receiver
Caron & Partners LLP Fifth Avenue Place – West Tower 2120, 237 – 4 Avenue SW Calgary, AB T2P 4K3 Attention: Joshua N. Switzer Dan Gilborn	joshua.switzer@caronpartners.com dgilborn@caronpartners.com	Counsel for: 2214308 Alberta Inc. A-Apollo Windows & Doors Ltd.

Miles Davison LLP 900, 517 – 10th Avenue S.W. Calgary, Alberta T2R 0A8 Attention: Jim McFarlane	jmcfarlane@milesdavison.com	Counsel for Business Development Bank of Canada
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PPR Registrants for AAA Windows Ltd.

Party	Email Address or Facsimile Number	Representing/Notes
Merchant Advance Capital 2000 – 1500 West Georgia Vancouver, BC V6G 2Z6		
Summit Acceptance Corp. 4620 Blackfoot Trail SE Calgary, AB T2G 4G2 1260 Highfield Cres SE Calgary, AB T2G 5M3	Fax #: 403-243-6448	
Bodkin Capital Corporation 102 – 1465 North Service Road East Oakville, ON L6H 1A7		
On Deck Capital, Inc. 901 North Stuart Street, Suite 700 Arlington, VA 22203		
Thinking Capital Financial Corporation 4200 Boul Dorchester, Suite 3 Montreal, QC H3Z 1V4		
Connect First Credit Union Ltd. 99 – 2 Street West, Box 1137 Brooks, AB T1R 1B9	Fax#: 403-362-0129	

PPR Registrants for AAA Holdings Ltd.

Party	Email Address or Facsimile Number	Representing/Notes
Merchant Advance Capital 2000 – 1500 West Georgia Vancouver, BC V6G 2Z6		
Connect First Credit Union Ltd. 99 – 2 Street West, Box 1137 Brooks, AB T1R 1B9	Fax#: 403-362-0129	
Her Majesty the Queen in Right of Alberta 6 th Floor West Haultain Bldg 9811 – 109 Street Edmonton, AB T5K 2L5	Email: tbf-r-ops-paralegal@gov.ab.ca Fax: 780-644-4924	

B

Schedule "B"
Form of Receivership Order

See attached.

Clerk's Stamp:

COURT FILE NUMBER 1901 - 05545

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN WESTERN BANK

DEFENDANTS AAA WINDOWS LTD., AAA HOLDINGS LTD., AAA DOORS LTD., RANBIR SANDHU, MOHINDER SANDHU, SUKHDEV SANGHA and BALDEV SANGHA

DOCUMENT **RECEIVERSHIP ORDER**

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Lawyer: David LeGeyt / Natasha Wood
Phone Number: (403) 260-0210 / (403) 260-0159
Fax Number: (403) 260-0332
Email Address: dlegeyt@bdplaw.com / nwood@bdplaw.com
File No. 45003-552 and 45003-553

DATE ON WHICH ORDER WAS PRONOUNCED:

January 27, 2020

NAME OF JUDGE WHO MADE THIS ORDER:

The Honourable Madam Justice K. M. Horner

LOCATION OF HEARING:

Calgary Courts Centre

RECEIVERSHIP ORDER

UPON the application of Canadian Western Bank ("**CWB**") in respect of AAA Windows Ltd. and AAA Holdings Ltd., (collectively the "**Debtor**"); **AND UPON** having read the Application, the Affidavits of Tyson Hartwell dated July 16, 2019 and January 20, 2020, and the Affidavit of Service of Anne-Marie Gillis-Tapp, filed; **AND UPON** reading the consent of Hardie & Kelly Inc. to act as receiver and manager (the "**Receiver**") of the Debtor, filed; **AND UPON** hearing counsel for CWB, counsel for

the proposed Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and service thereof is deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 Hardie & Kelly Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, other than the accounts receivable of AAA Windows Ltd. (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage 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 exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$50,000 provided that the aggregate consideration for all such transactions does not exceed \$150,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the Land Titles Act, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall 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;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to assign the Debtor into bankruptcy;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to

solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or

body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall (i) empower the Receiver or the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having statutory or regulatory mandates for the supply of goods and/or services or having oral or written agreements or arrangements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer

software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Receiver or exercising any other remedy provided under such agreements or arrangements, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the

Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

- A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements incurred, at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the

Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver 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 \$350,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it 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 Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver'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, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver'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 Receiver's Certificates.

25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order

and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver 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.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings (the "**Receiver's Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. Service of this Order shall be deemed good and sufficient by:
 - (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Receiver's Websiteand service on any other person is hereby dispensed with.

Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Hardie & Kelly Inc., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of AAA Windows Ltd. and AAA Holdings Ltd., appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the 27th day of January, 2020 (the "**Order**") made in action number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the _____ day of each month**] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such 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 Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such 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 main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ● day of ●, 2020.

Hardie & Kelly Inc., solely in its capacity as Receiver
of the Property (as defined in the Order), and not in its
personal capacity

Per: _____
Name:
Title:

C

Schedule "C"
Form of Sealing Order

See attached.

Clerk's Stamp:

COURT FILE NUMBER 1901 - 05545

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN WESTERN BANK

DEFENDANT AAA WINDOWS LTD., AAA HOLDINGS LTD., AAA DOORS LTD., RANBIR SANDHU, MOHINDER SANDHU, SUKHDEV SANGHA and BALDEV SANGHA

DOCUMENT SEALING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt/ Natasha Wood
Phone Number: (403) 260-0210
Fax Number: (403) 260-0332
Email Address: dlegeyt@bdplaw.com / nwood@bdplaw.com
45003-552 and 45003-553

DATE ON WHICH ORDER WAS PRONOUNCED

January 27, 2020

LOCATION WHERE ORDER WAS PRONOUNCED:

Calgary Courts Centre
601 – 5 Street SW, Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

The Honourable Madam Justice K. M. Horner

UPON THE APPLICATION of Canadian Western Bank ("**CWB**") in respect of AAA Windows Ltd. and AAA Holdings Ltd. (the "**Debtor**"); **AND UPON** reading the Application, the Affidavits of Tyson Hartwell dated July 16, 2019 and January 20, 2020, the Affidavit of Service of Anne-Marie Gillis-Tapp, filed, the Pre-Filing Report of the Proposed Receiver dated January 20, 2020 (the "**Pre-**

Filing Report") and the Confidential Supplement to the Pre-Filing Report dated January 20, 2020 (the "**Confidential Supplement**"); **AND UPON** hearing counsel for CWB, counsel for the proposed Receiver and any other counsel or other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of the Notice of Application for this Order is hereby validated and deemed good and sufficient, this application is properly returnable today, and no person other than those persons served is entitled to service of the Notice of Application.
2. The Confidential Supplement shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4, Part 6 of the *Alberta Rules of Court*.
3. The Confidential Supplement shall be sealed until the earlier of (i) Receiver filing with the Clerk of the Court an Affidavit of Discharge or Receiver's Certificate confirming the Receiver's discharge (ii) or ninety (90) days from the date of a Discharge Order being granted in these proceedings.
4. The Clerk of this Honourable Court shall file the Confidential Supplement in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY
HARDIE & KELLY INC., IN ITS CAPACITY AS THE COURT-APPOINTED
RECEIVER AND MANAGER OF AAA WINDOWS LTD. AND AAA
HOLDINGS LTD. THE CONFIDENTIAL MATERIALS ARE SEALED
PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE
MADAM JUSTICE K.M. HORNER ON JANUARY 27, 2020.

5. The Receiver shall serve by courier, fax transmission, email transmission or ordinary post, a copy of this Order on all parties present at this Application and on all parties who received notice of this Application or who are presently on the service list established in these proceedings and such service shall be deemed good and sufficient for all purposes.

J.C.Q.B.A.

D

Schedule "D"
Form of Approval and Vesting Order re: AAA Holdings Ltd.

See attached.

Clerk's Stamp:

COURT FILE NUMBER 1901 - 05545

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN WESTERN BANK

DEFENDANT AAA WINDOWS LTD., AAA HOLDINGS LTD., AAA DOORS LTD., RANBIR SANDHU, MOHINDER SANDHU, SUKHDEV SANGHA and BALDEV SANGHA

DOCUMENT APPROVAL AND VESTING ORDER (AAA HOLDINGS)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt/ Natasha Wood
Phone Number: (403) 260-0210
Fax Number: (403) 260-0332
Email Address: dlegeyt@bdplaw.com / nwood@bdplaw.com
45003-552 and 45003-553

DATE ON WHICH ORDER WAS PRONOUNCED

January 27, 2020

LOCATION WHERE ORDER WAS PRONOUNCED:

Calgary Courts Centre
601 – 5 Street SW, Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

The Honourable Madam Justice K. M. Horner

UPON THE APPLICATION by Canadian Western Bank to approve Hardie & Kelly Inc. (the "Receiver" or "Proposed Receiver" as the context requires) as Receiver of the undertakings, property and assets of AAA Holdings Ltd. (the "Debtor") for an order approving the sale transaction (the

"**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Proposed Receiver and 2214308 Alberta Inc. (the "**Purchaser**") dated December 12, 2019 and appended to the Confidential Supplement to the Pre-Filing Report of the Proposed Receiver dated January 20, 2020 (the "**Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated January 27, 2020 (the "**Receivership Order**"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Canadian Western Bank, the Proposed Receiver and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

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, 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 TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Proposed Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory,

financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "B"** 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 "C"** (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon 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, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing 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 or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificate of Title No. 031 428 868 for those lands and premises municipally described as 3530 32 Street NE, Calgary Alberta, and legally described as:

Plan 8011265
Block 10

Lot 17

Excepting thereout all mines and minerals and the right to work the same, (the "**Lands**");

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, 2214308 Alberta Inc.;
 - (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "C"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "D"**; and
 - (iv) discharge and expunge the Encumbrances listed in **Schedule "B"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- (b) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. 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 Sale Agreement. Presentment of this Order and the Receiver's Closing 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 Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
 7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar 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. 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.

8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from 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 that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, 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 right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through 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 Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the Alberta *Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

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 order 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 vesting of the Purchased Assets in the Purchaser (or its nominee) 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 transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, 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 (or its nominee) 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:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at www.relieffromdebt.ca and service on any other person is hereby dispensed with.
19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

Clerk's Stamp:

COURT FILE NUMBER 1901 - 05545

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN WESTERN BANK

DEFENDANT AAA WINDOWS LTD., AAA HOLDINGS LTD., AAA DOORS LTD.,
RANBIR SANDHU, MOHINDER SANDHU, SUKHDEV SANGHA and
BALDEV SANGHA

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt/ Natasha Wood
Phone Number: (403) 260-0210
Fax Number: (403) 260-0332
Email Address: dlegeyt@bdplaw.com / nwood@bdplaw.com
45003-552 and 45003-553

RECITALS

- A. Pursuant to an Order of the Honourable Justice K. M. Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated January 27, 2020, Hardie & Kelly Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of AAA Holdings Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated January 27, 2020, the Court approved the agreement of purchase and sale made as of December 12, 2019 (the "**Sale Agreement**") between the Receiver and 2214308 Alberta Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the

Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets 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 Purchased Assets; (ii) that the conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

HARDIE & KELLY INC. in its capacity as Receiver of the undertakings, property and assets of AAA HOLDINGS LTD., and not in its personal or corporate capacity

Per: _____
[•]

Schedule "B"

Encumbrances

141 059 788 March 10, 2014	Canadian Western Bank	Mortgage
141 059 789 March 10, 2014	Canadian Western Bank	Caveat re: Assignment of Rents and Leases
141 182 755 July 17, 2014	Canadian Western Bank	Mortgage
171 134 349 June 20, 2017	Hillsboro Ventures Inc.	Mortgage
171 134 350 June 20, 2017	Hillsboro Ventures Inc.	Caveat re: Assignment of Rents and Leases
191 079 780 April 29, 2019		Certificate of Lis Pendens re Instruments 141059788 and 141182755
191 207 016 October 9, 2019	Creditor – Her Majesty the Queen in Right of Alberta as Represented by Minister of Finance	Writ

Schedule "C"

Permitted Encumbrances

Registration No. and Date	Registering Party	Type/Description
771 147 064 October 20, 1977	n/a	Zoning Regulations
801 178 750 October 30, 1980	City of Calgary	Utility Right of Way

Schedule "D"
New Registrations

[•]

E

Schedule "E"
Form of Approval and Vesting Order re: AAA Windows Ltd.

See attached.

Clerk's Stamp:

COURT FILE NUMBER 1901 - 05545

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN WESTERN BANK

DEFENDANT AAA WINDOWS LTD., AAA HOLDINGS LTD., AAA DOORS LTD., RANBIR SANDHU, MOHINDER SANDHU, SUKHDEV SANGHA and BALDEV SANGHA

DOCUMENT APPROVAL AND VESTING ORDER (AAA WINDOWS)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt/ Natasha Wood
Phone Number: (403) 260-0210
Fax Number: (403) 260-0332
Email Address: dlegeyt@bdplaw.com / nwood@bdplaw.com
45003-552 and 45003-553

DATE ON WHICH ORDER WAS PRONOUNCED

January 27, 2020

LOCATION WHERE ORDER WAS PRONOUNCED:

Calgary Courts Centre
601 – 5 Street SW, Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

The Honourable Madam Justice K. M. Horner

UPON THE APPLICATION by Canadian Western Bank to approve Hardie & Kelly Inc. (the "Receiver" or "Proposed Receiver" as the context requires) as Receiver of certain of the undertakings, property and assets of AAA Windows Ltd. (the "Debtor") for an order approving the sale transaction (the

"**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Proposed Receiver and A-Apollo Windows & Doors Ltd. (the "**Purchaser**") dated December 12, 2019 and appended to the Confidential Supplement to the Pre-Filing Report of the Proposed Receiver dated January 20, 2020 (the "**Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated January 27, 2020 (the "**Receivership Order**"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Canadian Western Bank, the Receiver and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

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, 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 TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory,

financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "B"** 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 "C"** (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon 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, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing 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 or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. 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 Sale Agreement. Presentment of this Order and the Receiver's Closing 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 Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar 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. 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.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from 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 that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of

any kind whatsoever in respect of the Purchased Assets, 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 right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through 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 Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

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 order 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 vesting of the Purchased Assets in the Purchaser (or its nominee) 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 transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, 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 (or its nominee) 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:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at www.relieffromdebt.ca and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

Clerk's Stamp:

COURT FILE NUMBER 1901 - 05545

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN WESTERN BANK

DEFENDANT AAA WINDOWS LTD., AAA HOLDINGS LTD., AAA DOORS LTD.,
RANBIR SANDHU, MOHINDER SANDHU, SUKHDEV SANGHA and
BALDEV SANGHA

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt/ Natasha Wood
Phone Number: (403) 260-0210
Fax Number: (403) 260-0332
Email Address: dlegeyt@bdplaw.com / nwood@bdplaw.com
45003-552 and 45003-553

RECITALS

- A. Pursuant to an Order of the Honourable Justice K.M. Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated January 27, 2020, Hardie & Kelly Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of AAA Windows Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated January 27, 2020, the Court approved the agreement of purchase and sale made as of December 12, 2019 (the "**Sale Agreement**") between the Receiver and A-Apollo Windows & Doors Ltd. (the "**Purchaser**") and provided for the vesting in the

Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets 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 Purchased Assets; (ii) that the conditions to Closing as set out in Article 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

HARDIE & KELLY INC. in its capacity as Receiver of the undertakings, property and assets of AAA WINDOWS LTD., and not in its personal or corporate capacity

Per: _____
[•]

Schedule "B"

Encumbrances



Schedule "C"

Permitted Encumbrances

