

Clerk's Stamp:

COURT FILE NUMBER	2101-08877
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ATB FINANCIAL
DEFENDANTS	732482 ALBERTA LTD., HAN SEUNG YOO, JAI HYUN YOO, HYE YOUNG YEO, JIN OK YEO, GAB BUN KIM, OK SOON KIM, SE JIN KIM, SUNG YEON KIM, YOUNG OK KIM AND YO SUP KIM
DOCUMENT	<u>ORDER – APPROVING SALE AND VESTING TITLE - HOTEL</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Attn: Derek Pontin / John Regush Ph. (403) 268-6301 / 7086 Fx. (403) 268-3100 File No.: 507074-48
DATE ON WHICH ORDER WAS PRONOUNCED	October 15, 2021
LOCATION WHERE ORDER WAS PRONOUNCED	Edmonton, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER	The Honourable Justice Whitting

UPON THE APPLICATION by BDO Canada Ltd. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of 732482 Alberta 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 Receiver and 2377142 Alberta Inc. (the “**Purchaser**”) dated October 7, 2021, and appended to the Confidential Supplement to the First Report of the Receiver dated October 8, 2021 (the “**Confidential Supplement**”), and vesting in the Purchaser 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 September 3, 2021 (the “**Receivership Order**”), the Confidential Supplement, the First Report of the Receiver dated October 8, 2021 (the “**First Report**”), the Affidavit of Dave Kadun sworn October 4, 2021, and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and counsel for ATB

Financial, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

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

1. 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.
2. The Receiver's activities as set out in the First Report and Confidential Supplement are commercially reasonable and are approved.

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser 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 listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser, 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 "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, "**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. 142 416 954 for those lands and premises municipally described as 5610 – 44 Street Lloydminster, Alberta, and legally described as:

PLAN 4847NY
BLOCK 49
LOT 38
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**")
 - (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser, namely, 2377142 Alberta Inc.;
 - (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "D"**, 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 "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 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 repayment of 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 the Purchaser 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.
11. The Purchaser 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.

MISCELLANEOUS MATTERS

14. 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 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.

15. 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.

16. 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.

17. 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; and
- (b) Posting a copy of this Order on the Receiver’s website at: <https://www.bdo.ca/en-ca/extranets/732alberta/>

and service on any other person is hereby dispensed with.

18. 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	2101-08877
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ATB FINANCIAL
DEFENDANTS	732482 ALBERTA LTD., HAN SEUNG YOO, JAI HYUN YOO, HYE YOUNG YEO, JIN OK YEO, GAB BUN KIM, OK SOON KIM, SE JIN KIM, SUNG YEON KIM, YOUNG OK KIM AND YO SUP KIM
DOCUMENT	<u>RECEIVER'S CLOSING CERTIFICATE – HOTEL</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Attn: Derek Pontin / John Regush Ph. (403) 268-6301 / 7086 Fx. (403) 268-3100 File No.:

RECITALS

- A. Pursuant to an Order of the Honourable Justice Grosse of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated September 3, 2021, BDO Canada Ltd. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of 732482 Alberta Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated October 15, 2021 the Court approved the agreement of purchase and sale made as of October 7, 2021 (the "**Sale Agreement**") between the Receiver and 2377142 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 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; 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]**.

**BDO Canada Ltd. in its capacity as
Receiver of the undertakings,
property and assets of 732482
Alberta Ltd., and not in its personal
capacity.**

Per: _____

Name:

Title:

Schedule "B"
Purchased Assets

All capitalized terms have the meanings given to them in the Sale Agreement.

1. LEGAL DESCRIPTION OF THE LANDS

PLAN 4847NY
BLOCK 49
LOT 38
EXCEPTING THEREOUT ALL MINES AND MINERALS

2. BUSINESS

The Business being operated from the Improvements on the Lands including the Purchased Assets described as:

- a) machinery, tools, chattels, moveables, furniture, furnishings, artwork and equipment and accessories located at the Business;
- b) The Company's files, records, documents, customer lists, guest reservation cards, advance reservations, correspondence, telephone numbers and computer software;
- c) The Company's interest in that specific lease referenced in the Alberta Personal Property Registry under registration number 19042632305, made in favour of BLUE CHIP LEASING CORPORATION, concerning:

ALL TELECOMMUNICATIONS EQUIPMENT OF EVERY NATURE OR KIND, FINANCED BY THE SECURED PARTY, AS LESSOR, TO THE DEBTOR, AS LESSEE, PURSUANT TO A SECURITY AGREEMENT LEASE NUMBER 58203(98565), AS AMENDED FROM TIME TO TIME, INCLUDING : OFFICE PHONE SYSTEM WITH 1-AX CONTROLLER,3-4 LS PLUS 12 ONS COMBO CARDS,2-3300 24 PORT ONSP CARDS,1-5540 IP CONSOLE, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL; OR PROCEEDS THEREOF. PROCEEDS: ACCOUNTS, CHATTEL PAPER, GOODS, DOCUMENTS OF TITLE, INVENTORY, INSTRUMENTS, MONEY, INTANGIBLES AND SECURITIES (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.

subject to Article 6.4 of the Sale Agreement; and

- d) The Company's interest in any inventory or supplies used or held for use at the Business;

all as may be in existence on the Closing Date;

But specifically EXCLUDING the following assets and property of the Company:

1. All contracts, licences and permits that are not assignable, or that are assignable only with third-party consent and such consent is not obtained.
2. That specific lease referenced in the Alberta Personal Property Registry under registration number 17112104879, made in favour of HONDA CANADA FINANCE INC., concerning one 2018 Honda CRV bearing serial number 2HKRW2H25JH101014.
3. The lands legally described as:

CONDOMINIUM PLAN 0721242
UNIT 10
AND 132 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON
PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

4. Accounts receivable and cash on hand as of the Closing Date.
5. Such other exclusions as are expressed in the within agreement.

**Schedule "C"
Encumbrances**

<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
142 416 955	09/12/2014	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 11366 104 AVE EDMONTON ALBERTA T5K2W9 ORIGINAL PRINCIPAL AMOUNT: \$5,800,000
142 416 956	09/12/2014	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ALBERTA TREASURY BRANCHES. 2500,10303 JASPER AVE EDMONTON ALBERTA T5J3N6 AGENT - JAY F KRUSHELL

<u>DRR Number (Pending Registration)</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
C005UMB	17/09/2021	DENTONS CANADA LLP 403-268-6301 CUSTOMER FILE NUMBER: 141950-217 ORDER - ENDORSEMENT

* The foregoing pending registration relating to the registration of the Receiver's Charge as against the subject lands.

Schedule "D"
Permitted Encumbrances

- A. Alberta Personal Property Registry registration number 19042632305, made in favor of Blue Chip Leasing Corporation, pertaining to:

ALL TELECOMMUNICATIONS EQUIPMENT OF EVERY NATURE OR KIND, FINANCED BY THE SECURED PARTY, AS LESSOR, TO THE DEBTOR, AS LESSEE, PURSUANT TO A SECURITY AGREEMENT LEASE NUMBER 58203(98565), AS AMENDED FROM TIME TO TIME, INCLUDING : OFFICE PHONE SYSTEM WITH 1-AX CONTROLLER,3-4 LS PLUS 12 ONS COMBO CARDS,2-3300 24 PORT ONSP CARDS,1-5540 IP CONSOLE, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL; OR PROCEEDS THEREOF. PROCEEDS: ACCOUNTS, CHATTEL PAPER, GOODS, DOCUMENTS OF TITLE, INVENTORY, INSTRUMENTS, MONEY, INTANGIBLES AND SECURITIES (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.

- B. General Permitted Encumbrances applicable to the Lands:
- i. All exceptions, reservations and conditions to which the titles to the Lands are subject pursuant to the *Land Titles Act* (Alberta).
 - ii. All caveats and instruments registered by or on behalf of the Purchaser.
- C. Specific Permitted Encumbrances for the Lands:

REG. NUMBER	DATE (D/M/Y)	PARTICULARS
Nil.		