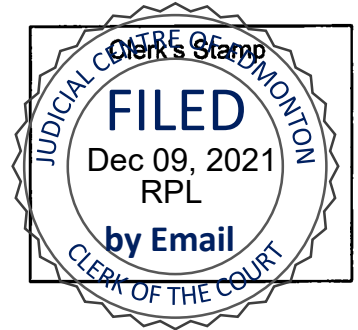


COURT FILE NUMBER 2103-02132
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



**In the Matter of the Receivership of P7
CONSTRUCTIONLTD. et al**

APPLICANT BUSINESS DEVELOPMENT BANK OF CANADA

**RESPONDENTS P7 CONSTRUCTION LTD., 1619904 ALBERTA
LTD., HYOUNG JOON YOON aka JASON YOON,
SUNG SOOCHOI aka RICHARD CHOI and EUNG
CHANG KIM**

**FILING PARTY BDO CANADA LIMITED in its capacity as the Court-
appointed Receiver and Manager of P7 CONSTRUCTION
LTD. and 1619904 ALBERTA LTD**

**DOCUMENT SALE APPROVAL AND VESTING ORDER (Sale by
Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Caron & Partners LLP
2120, 237 – 4th
Avenue SW Calgary,
AB T2P 4K3
Tel: (403) 262-3000
Fax: (403) 237-0111
Attention: R.J. Daniel Gilborn / Lucinda A. Wong
Solicitors for BDO Canada Limited
Email: dgilborn@caronpartners.com /
lwong@caronpartners.com File No. 60899-000

DATE ON WHICH ORDER WAS PRONOUNCED: December 9, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE K. FETH

UPON THE APPLICATION filed on December 1, 2021 by **BDO Canada Limited** in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of **P7 Construction Ltd. and 1619904 Alberta Ltd.** (collectively, the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Purchase Agreement**”) between the Receiver and 2242227 Alberta Ltd. (the “**Purchaser**”) dated

December 1, 2021 and appended to the First Report of the Receiver filed December 1, 2021 (the “**Receiver’s First Report**”) (with an unexpurgated copy being appended to the Confidential Supplement to the Receiver’s First Report (the “**Confidential Supplement**”) filed December 1, 2021, and vesting in the Purchaser the Debtor’s right, title and interest in and to certain lands, together with all of the Debtor’s rights, title and interest in the buildings, fixtures and improvements, including specifically the hotel, located on such lands, which lands are defined below as the Lands (the “**Application**”);

AND UPON HAVING READ the Application, the Receivership Order dated **May 21, 2021** (the “**Receivership Order**”), the Receiver’s First Report, the Confidential Supplement and the Affidavit of Service of Judy Verrall sworn December 2, 2021;

AND UPON IT appearing that all interested and affected parties have been served with notice of the Application;

AND UPON HEARING the submissions of counsel for the Receiver, the Purchaser, Business Development Bank of Canada, and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby validated and declared to be good and sufficient, no other person is required to have been served with notice of this application (and the materials in support thereof) 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 Purchase 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 or for the conveyance of the lands legally described as:

**PLAN 0625318
BLOCK 3
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.02 HECTARES (2.52 ACRES) MORE OR LESS**

(collectively, the “**Lands**”) to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee, if any) 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 Lands, together with all of the Debtor's rights, title and interest in the buildings, fixtures and improvements, including specifically the hotel, located on the Lands, as described in the Purchase Agreement (collectively, 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 (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, 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) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Land Titles Act* (Alberta), or any other personal property registry system or real property registry system (all of which are collectively referred to as, the "**Encumbrances**", which term shall not include any of the Permitted Encumbrances as defined and set out in **Schedule "B"** hereto); and

for greater certainty, this Court orders that all of the Encumbrances) affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. The Transaction is hereby approved and ratified and it is hereby declared that the Transaction is commercially reasonable.
5. After ten days or more have passed from the granting of this Order, upon delivery of the Receiver's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the "**Registrar**") is hereby authorized, requested and directed to proceed in accordance with the directions set out in **Schedule "B"** hereto.

6. **This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, R.S.A. 2000, c. L-7.**
7. For the purposes of determining the nature and priority of Claims, the net proceeds from the 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, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control over the person having that possession or control immediately prior to the sale.
8. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor, other than the Permitted Encumbrances.
9. The Debtor, and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such person remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession of the same to the Purchaser (or its nominee, if any).
10. The Purchaser (or its nominee, if any) shall be entitled to enter into and upon, hold and enjoy the Lands for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
11. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee, if any).

MISCELLANEOUS MATTERS

12. Notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any 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;
 - (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, if any) 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.

13. The Receiver, the Purchaser (or its nominee, if any) 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.
14. 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.
15. This Order must be served only upon the Purchaser (or its nominee, if any) and those interested parties attending or represented at the within Application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the same business day as the transmission or delivery of such documents.

16. Service of this Order on any party not attending the Application, other than the Purchaser (or its nominee), is hereby dispensed with, except that the Receiver shall serve it upon the Service List in the same manner as the Application was.



The Honourable Mr. Justice K. Feth
Justice of the Court of Queen's Bench of Alberta

Schedule "A"
Form of Receiver's Certificate

Clerk's Stamp

COURT FILE NUMBER 2103-02132
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

In the Matter of the Receivership of P7 CONSTRUCTION LTD. et al

APPLICANT **BUSINESS DEVELOPMENT BANK OF CANADA**

RESPONDENTS **P7 CONSTRUCTION LTD., 1619904 ALBERTA LTD.,
HYOUNG JOON YOON aka JASON YOON, SUNG SOO
CHOI aka RICHARD CHOI and EUNG CHANG KIM**

FILING PARTY BDO CANADA LIMITED in its capacity as the Court-appointed
Receiver of P7 CONSTRUCTION LTD. and 1619904 ALBERTA
LTD.

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT Caron & Partners LLP
2120, 237 – 4th Avenue SW
Calgary, AB T2P 4K3
Tel: (403) 262-3000
Fax: (403) 237-0111
Attention: R.J. Daniel Gilborn / Lucinda A. Wong
Solicitors for BDO Canada Limited
Email: dgilborn@caronpartners.com / lwong@caronpartners.com
File No. 60899-000

RECITALS

- A. Pursuant to an Order of the Honourable Justice G.S. Dunlop of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "Court") dated May 21, 2021, BDO Canada Limited was appointed as the receiver (the "Receiver") of the undertakings, property and assets of P7 Construction Ltd. and 1619904 Alberta Ltd. (collectively, the "Debtor").
- B. Pursuant to an Order of the Court dated December 9, 2021 (the "Sale Approval and Vesting Order"), the Court approved the Agreement of Purchase and Sale made as of December 1, 2021 (the "Purchase Agreement") between the Receiver and 2242227 Alberta Ltd. (the "Purchaser")

and provided for the vesting in the Purchaser (or its nominee) of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser (or its nominee) of a certificate confirming (i) the payment by the Purchaser (or its nominee) of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); 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 Purchase 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 Purchase Agreement;
2. The conditions to Closing as set out in Article 7 of the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee) (as applicable); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on the ____ day of _____, 2021

**BDO Canada Limited in its capacity
of Court-appointed Receiver of P7
Construction Ltd. and 1619904
Alberta Ltd, and not in its personal or
corporate capacity.**

Per: _____

Name:

Title:

Schedule "B"

DIRECTIONS TO THE REGISTRAR OF LAND TITLES ALBERTA

Upon receipt of a transfer of land (the "**Transfer of Land**") from BDO Canada Limited in its capacity as the Court-appointed receiver of P7 Construction Ltd. and 1619904 Alberta Ltd., the Registrar of Land Titles of Alberta (the "**Registrar**") shall immediately do the following, notwithstanding section 191 of the *Land Titles Act*, with respect to the lands legally described as:

**PLAN 0625318
BLOCK 3
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.02 HECTARES (2.52 ACRES) MORE OR LESS**

(the "**Lands**):

1. Immediately discharge the following encumbrances, liens and interests from the Lands (the "**Encumbrances**"):
 - (a) Registration Number 112 409 607
(Mortgage – Business Development Bank of Canada)
 - (b) Registration Number 112 409 608
(Mortgage – Agricultural Financial Services Corporation)
 - (c) Registration Number 152 091 513
(Amending Agreement – Affects Instrument 112 409 607)
 - (d) Registration Number 152 094 399
(Postponement of Mortgage 112 409 608 to AMEA 152 091 513)
 - (e) Registration Number 212 157 316
(Order – Business Development Bank of Canada)

2. Maintain the following encumbrances, liens and interest in the Lands (the "**Permitted Encumbrances**"):
 - (a) Registration Number 052 217 486
(Caveat Re: Right of Way Agreement – ATCO Electric Ltd.)
 - (b) Registration Number 062 398 184
(Caveat Re: Development Agreement Pursuant to Municipal Government Act – The Town of Bonnyville)

3. Accept and register the Transfer of Land, cancel the existing Certificate of Title No. 112 169 738 and issue a new Certificate of Title for the Lands in the name of 2242227 Alberta Ltd. (or its nominee) as owner in fee simple as described in the Transfer of Land.