



COURT FILE NUMBER 1703 20802

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF AGRICULTURE FINANCIAL SERVICES CORPORATION

DEFENDANTS ALL 4 WATER CORP., FOUR WINDS HOTELS MANAGEMENT CORP., R. HOYDA MANAGEMENT CORP., RONALD ALEXANDER HOYDA and ROSEMARIE HOYDA

APPLICANT ERNST & YOUNG INC., in its capacity as Receiver of Four Winds Hotels Management Corp., and R. Hoyda Management Corp.

DOCUMENT **APPLICATION FOR AN ORDER APPROVING SALE AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Stephanie Wanke
Miller Thomson LLP
2700, 10155 – 102 Street
Edmonton, AB T5J 4G8
Telephone: 780.429.9722
Fax: 780.424.5866
Email: swanke@millerthomson.com

NOTICE TO RESPONDENT(S) ON THE SERVICE LIST ATTACHED AS SCHEDULE "A"

This application is made against you. You are a respondent.
You have the right to state your side of this matter before the master/judge.

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

Date	September 30, 2019
Time	2:00 p.m.
Where	Law Courts Building, Edmonton
Before Whom	The Honourable J.S. Little

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. An Order substantially in the form attached as Schedule "B" hereto, or on such further and other terms as this Honourable Court may direct as follows:
 - (a) An Order abridging the time for service of notice of this Application to the time actually given and an Order deeming service upon the parties served as good and sufficient service.
 - (b) A Sale Approval and Vesting Order, substantially in the form attached as Schedule "B" hereto, or on such further and other terms as this Honourable Court may direct.
 - (c) An Order approving the activities of the Receiver as set out in the Third Report dated September 20, 2019 (the "**Third Report**").
 - (d) An Order declaring that Division 4 of Part 6 of the *Rules of Court* does not apply to this Application, and that the Confidential Supplement to the Third Report dated September 20, 2019 (the "**Confidential Supplement**") be temporarily sealed until the proposed sale as outlined in the Third Report is closed in accordance with its terms or until further Order of the Court.
 - (e) An Order that deems any chattels remaining after October 5, 2019 on the real property that is the subject of the Sale Approval and Vesting Order as abandoned and forming part of the sale to the purchaser of the real property.
2. Such further or other relief as may be requested of the Court by the Receiver.

Grounds for making this application:

Sale and Vesting Order

3. Ernst & Young Inc., (the "**Receiver**") was appointed Receiver of Four Winds Hotels Management Corp., and R. Hoyda Management Corp. (collectively the "**Debtor**") by Order of this Honourable Court dated October 30, 2017 (the "**Receivership Order**").
4. The Receivership Order authorizes the Receiver to, among other things:
 - (a) Market any or all of the real property (collectively called the "**Property**") of (and to solicit offers in respect of such Property or any part or parts thereof);
 - (b) Negotiate the terms and conditions of a sale of Property of the Debtor;
 - (c) Sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Honourable Court; and
 - (d) Apply for any Vesting Orders necessary to convey the Property or any part or parts thereof to a purchaser free and clear of any liens and.
5. As set out in the Third Report of the Receiver, the Receiver has made extensive efforts to market the Property.

6. The Receiver is of the view that the proposed offer for the Property is fair and reasonable, and that acceptance of the proposed offer and completion of the transaction contemplated thereby is in the best interests of the Debtor, its creditors and other stakeholders.

Activities of the Receiver

7. The Third Report sets out the activities of the Receiver since the date of its Second Report, and the Receiver seeks the Court's approval of these activities.

Sealing Order

8. The Confidential Supplement contains confidential information of a commercial nature which, if disclosed to third parties prior to the closing of the sale, could materially jeopardize the sale, or if the sale does not close, could materially jeopardize the value that the Receiver is subsequently able to obtain from the sale of the Property, and as such, it is appropriate that the Court dispense with filing the Confidential Documents with the Clerk of the Court until the sale has closed, or grant an interim Temporary Sealing Order in relation thereto.

Material or evidence to be relied on:

9. Third Report of the Receiver dated September 20, 2019, filed;
10. Unfiled Confidential Supplement to the Third Report dated September 20, 2019;
11. A Brief of Law, filed;
12. Such further and other material as legal counsel for the Receiver may advise and this Honourable Court may permit.

Applicable rules:

13. *Alberta Rules of Court*, AR 124/2010 including Division 4 Part 6, and Rules 6.3, 6.28, and 13.5(2).
14. Such further and other authority as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

15. N/A.

Any irregularity complained of or objection relied on:

16. N/A.

How the application is proposed to be heard or considered:

17. In person in open Chambers.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence.

You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to 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.

Schedule "A"

SERVICE LIST

Party	Counsel	Address	Email Address	Service Method
Ernst & Young Inc., in its capacity as Receiver of All 4 Water Corp.		EPCOR Tower Suite 1400 10423 – 101st Street Edmonton, AB T5H 0E7	<u>Bob.Sword</u> <u>Matt.mcculloch@ca.ey.com</u> <u>Dan.mcculloch@ca.ey.com</u>	Email
and Ernst & Young Inc., in its capacity as Receiver of Four Winds Hotels Management Corp., and R. Hoyda Management Corp.	With a copy to: Stephanie Wanke	Miller Thomson LLP 2700 Commerce Place 10155 – 102nd Street Edmonton, AB T5J 4GB	<u>swanke@millerthomson.com</u>	Email
Agriculture Financial Services Corporation	Ward A. Mather	Miles Davison LLP #900, 517 – 10th Avenue S.W. Calgary, AB T2R 0A8	<u>wmather@milesdavison.com</u>	Email
ATB Financial	Paul Greep	Reynolds Mirth Richards & Farmer LLP #3200, 10180 – 101st Street Edmonton, AB T5J 3W8	<u>pgreep@rmrf.com</u>	Email
All 4 Water Corp., Four Winds Hotels Management Corp., R. Hoyda Management Corp., Ronald Alexander Hoyda and Rosemarie Hoyda	Kyle R. Kawanami With a copy to:	Emery Jamieson LLP #1700, 10235 – 101st Street Edmonton, AB T5J 3G1 Bromwich & Smith Inc. 11810 Kingsway Avenue NW Edmonton, Alberta, T5G0X5 Attention: Nicole Polak	<u>kkawanami@emeryjamieson.com</u> <u>Nicole.Polak@Bromwichandsmith.com</u>	Email
Canada Revenue Agency	George F. Body	Justice Canada Prairie Regional Office #300, 10423 – 101st Street Edmonton, AB T5H 0E7	<u>george.body@justice.gc.ca</u>	Email
Alberta Beverage Container Recycling Corporation		901 57th Avenue NE Calgary, Alberta T2E 8X9 Attn: Jim Brent	<u>jbrent@abrcrc.com</u>	Email

Imperial Equities Inc.	William Hembroff	Bennett Jones LLP 3200 Telus House South Tower 10020 – 100th Street Edmonton, AB T5J 0N3	hembroffw@bennettjones.com	Email
North American Mortgage Corp.	Percival E. Odynak, Q.C.	Duncan & Craig LLP #2800, 10060 Jasper Avenue Edmonton, AB T5J 3V9	peodynak@dcilp.com	Email
Investors Group Trust Co. Ltd.		c/o Bentall Kennedy #1300, 112 – 4th Avenue Calgary, AB T2P 0H3 Attn: Jim Strome/Lisa Cheong-Stevens	lcheongstevens@bentallkenedy.com jastrome@bentallkenedy.com	Email
Pratts Food Services Winnipeg Pratts Food Calgary	Dylan Esch	Field Law #400, 444 – 7th Avenue S.W. Calgary, AB T2P 0X8	desch@fieldlaw.com	Email
Kempenfelt Capital, a Division of Equirex Leasing Corp. Bodkin Leasing Corp. Bodkin Capital Corp.		#100, 1465 North Service Road East Oakville, ON L6H 1A7 Fax: 866-405-4869 Attn: Stephanie Wurthman	stephaniew@benningtonfsc.com	Email
Airtek Systems Inc.		14511 – 115 Avenue Edmonton, AB T5M 3B8 Attn: Darryl Weffen	darryl@airteksystems.com	Email
National Leasing Group Inc.		1525 Buffalo Place Winnipeg, MB R3T 1L9 Fax: 204-954-9099 Attn: Anna	anna9093@nationalleasing.com	Email
Meridian Onecap Credit Corp. Roynat Inc.		4710 Kingsway Suite 1500, Metrotower 1 Burnaby, BC V5H 4M2 Attn: Sharon and Tamara Fax: 1.877.340.8038		Fax

RCAP Leasing Inc.		5575 North Service Road Suite 300 Burlington, ON L7L 6M1 Attention: Marilyn Nabisi	rcap.collections@rcapleasing.com	Email
William C. Rutledge		c/o Robert S. Riddle Professional Corp. #2455, 10180 – 101 st Street Edmonton, AB T5J 3S4 Attention: Robert S. Riddle	bob@rsriddle.com	Email
1926539 Alberta Ltd.	Justin Danzo Tyler Perozni	Main Street Law LLP Box 3407, 115 Main Street Spruce Grove, AB T7X 3A7	j.danzo@mainstreetlaw.ca t.perozni@mainstreetlaw.ca	Email
Macquarie Equipment Finance (Canada) Limited		181 Bay Street, Suite 3100 Toronto, ON M5J 2T3 Attn: Shawn Krieser	shawn.krieser@macquarie.com	Email
ESE-LSS Safety	Cassandra Haraba	Henderson Law 10938-124 Street, Edmonton, Ab., T5M 0H5	choffice@shaw.ca	Email
Praxair Canada Inc.		1 City Centre Drive Suite 1200 Mississauga, Ontario L5B 1M2 Attn: Sheryl Nisenbaum	Sheryl_Nisenbaum@praxair.com	Email
CLE Capital Inc.		3390 South Service Road, Suite 301 Burlington, ON L7N 3J5 Attn: Daniel Mathieu Fax: 1.866.241.9022		Fax

Westana Equipment Leasing Inc.		#201, 9 Chippewa Road Sherwood Park, AB T8A 6J7 Attn: Sheila Sullivan	ssullivan@westana.com	Email
Star Mechanical Edm. Ltd.		Jessica L. Steingard Ackroyd LLP 1500 First Edmonton Place, 10665 Jasper Avenue Edmonton AB T5J 3S9	jsteingard@ackroydlaw.com	Email
Municipality of High Level	Gwendolyn Stewart	Shores Jardine Suite 2250, Bell Tower 10104 – 103 Avenue, Edmonton, Alberta T5J 0H8	gwendolyn@shoresjardine.com	Email
MYE Canada		Sam Mraiche and Eddy Abdallah	smraiche@myecanada.com eddy@myecanada.com	Email
Canada Safeway Limited		Canada Safeway Limited P.O. Box 864 Station M Calgary, AB T2P 2J6		Registered Mail
Advanceit Financial Corporation		Advanceit Financial Corporation 2001 McGill College, Ste 1410 Montreal, QC H3A1G1		Registered Mail
Groupex Systems Canada Inc.		Groupex Systems Canada Inc. 15102-128 Avenue Edmonton, AB T5V 1A8		Registered Mail

Royal Bank of Canada		Royal Bank Of Canada 10 York Mills Road 3rd Floor Toronto, ON M2P 0A2		Registered Mail
Evolocity Financial Group Inc.		Evolocity Financial Group Inc. 1100 Rene-Levesque, Suite 1825 Montreal, QC H3B 4N4		Registered Mail
290680 Alberta Ltd.		290680 Alberta Ltd. #1700, 10235-101 Street Edmonton, AB T5J1G3		Registered Mail

Schedule "B"

COURT FILE NUMBER 1703 20802

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF AGRICULTURE FINANCIAL SERVICES CORPORATION

DEFENDANTS ALL 4 WATER CORP., FOUR WINDS HOTELS MANAGEMENT
CORP., R. HOYDA MANAGEMENT CORP., RONALD
ALEXANDER HOYDA and ROSEMARIE HOYDA

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

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT Stephanie Wanke
Miller Thomson LLP
2700, 10155 – 102 Street
Edmonton, AB T5J 4G8
Telephone: 780.429.9722
Fax: 780.424.5866
Email: swanke@millerthomson.com

DATE ON WHICH ORDER WAS PRONOUNCED: September 30, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Law Courts Building, Edmonton

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable J.S. Little

UPON THE APPLICATION by Ernst & Young Inc. in its capacity as the Court-appointed receiver and receiver and manager (the "Receiver") of the undertakings, property and assets of Four Winds Hotels Management Corp. and R. Hoyda Management Corp. (collectively, 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 Daniel Park (the "Purchaser") dated August 28, 2019 and appended to the Confidential Supplement to the Third Report of the Receiver dated September 20, 2019 (the "Confidential Supplement"), 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 October 30, 2017 (the "Receivership Order"), the Third Report of the Receiver dated September 20, 2019 (the "**Third Report**"), the

Confidential Supplement and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, and such other parties as who appeared and made submissions;

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.

ACTIVITIES OF THE RECEIVER

2. The activities of the Receiver as described in the Third Report and the Confidential Supplement are hereby approved.

ABANDONED GOODS

3. Any chattels owned by third parties remaining on the restaurant, lounge, motel and liquor store owned by the Debtor and located in High Level, Alberta, that have not been removed by such parties prior to October 5, 2019, shall be deemed abandoned and shall form part of the Purchased Assets.

APPROVAL OF TRANSACTION

4. 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

5. 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 listed in **Schedule "B"** hereto 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 "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

6. 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 Certificates of Title Nos. 042 487 945, 042 475 492, and 902 366 989 for those lands and premises municipally described as

10310 97 Street, High Level, Alberta, 10310 103 Avenue, High Level, Alberta, and legally described as:

PLAN 0426062
BLOCK 4
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0426062
BLOCK 4
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 5575MC
BLOCK 4
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands")

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, *;
 - (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;
- (c) 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.

7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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).
13. 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.
14. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
15. 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).
16. 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.

SEALING ORDER

17. Division 4 of Part 6 of the Rules does not apply to this Application, and the Clerk of the Court be and is hereby directed to seal the Confidential Supplement on the Court file until the Receiver has concluded its sale process and the filing of a letter with the Clerk of the Court from the Receiver confirming the sale process of all the property of the Debtor has been completed and all resulting sales therefrom have closed, or until such further Order of the Court.
18. The Clerk of this Honourable Court is hereby directed to seal the Confidential Supplement in an envelope setting out the style of cause in the within proceedings and labelled:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE THIRD REPORT DATED SEPTEMBER 20, 2019. THIS CONFIDENTIAL DOCUMENT IS SEALED ON THE COURT FILE PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE JUSTICE J.S. LITTLE ON MONDAY, SEPTEMBER 30, 2019. THE CONFIDENTIAL DOCUMENTS ARE NOT TO BE ACCESSED BY ANY PERSON UNTIL THE EARLIER OF:

- (A) THE FILING WITH THE COURT OF A LETTER AND CERTIFICATE FROM THE RECEIVER CONFIRMING THAT THE SALES PROCESS OF ALL THE PROPERTY OF THE DEBTOR HAS CONCLUDED TO THE SATISFACTION OF THE RECEIVER;
- (B) THE RECEIVER HAS BEEN DISCHARGED; or
- (C) FURTHER ORDER OF THE COURT.

MISCELLANEOUS MATTERS

19. 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.

- 20. 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.
- 21. 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.
- 22. 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 who have provided an email address for service;
 - (ii) any other parties attending or represented at the application for this Order;
 - (iii) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:

<https://documentcentre.eycan.com/Pages/Main.aspx?SID=1420>

and service on any other person is hereby dispensed with.

23. 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

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

RECEIVER'S CERTIFICATE

ADDRESS FOR SERVICE
AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

RECITALS

- A. Pursuant to an Order of the Honourable Justice S.D. Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "Court") dated October 30, 2017, Ernst & Young Inc. was appointed as the receiver (the "Receiver") of the undertakings, property and assets of Four Winds Hotels Management Corp. and R. Hoyda Management Corp. (the "Debtor").
- B. Pursuant to an Order of the Court dated September 30, 2019, the Court approved the agreement of purchase and sale made as of August 28, 2019 (the "Sale Agreement") between the Receiver and Daniel Park (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 section 8.3 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 section 8.3 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].

Ernst & Young Inc., in its capacity as Receiver of the undertakings, property and assets of Four Winds Hotels Management Corp. and R. Hoyda Management Corp., and not in its personal capacity.

Per; _____

Name:

Title:

Schedule "B"

The Lands

PLAN 0426062
BLOCK 4
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0426062
BLOCK 4
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 5575MC
BLOCK 4
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS

along with any chattels located on the above property as of the closing date of the Transaction.

Schedule "C"

Encumbrances on Title

All encumbrances shown on the attached Certificates of Title for the Lands.



LAND TITLE CERTIFICATE

S

LINC

SHORT LEGAL

0030 770 184

0426062;4;5

TITLE NUMBER

042 487 945

LEGAL DESCRIPTION

PLAN 0426062

BLOCK 4

LOT 5

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;19;109;32;NE

MUNICIPALITY: TOWN OF HIGH LEVEL

REFERENCE NUMBER: 042 475 492

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
042 487 945	05/11/2004	TRANSFER OF LAND	\$520,000	\$520,000

OWNERS

R. HOYDA MANAGEMENT CORP.
OF BOX 2240, STATION MAIN
STONY PLAIN
ALBERTA T7Z 1X7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 208 548	28/05/2005	MORTGAGE MORTGAGEE - AGRICULTURE FINANCIAL SERVICES CORPORATION. 4910 52 ST, BOX 5000 STN. MAIN CAMROSE ALBERTA T4V4E8 ORIGINAL PRINCIPAL AMOUNT: \$1,300,000
082 475 007	29/10/2008	AMENDING AGREEMENT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
042 487 945

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AMOUNT: \$2,000,000
AFFECTS INSTRUMENT: 052208548

122 302 132 13/09/2012 MORTGAGE
MORTGAGEE - ALBERTA TREASURY BRANCHES.
9907-106A ST
GRANDE PRAIRIE
ALBERTA T8V8E9
ORIGINAL PRINCIPAL AMOUNT: \$400,000

122 319 863 27/09/2012 POSTPONEMENT
OF MORT 052208548 AMEA 082475007
TO MORT 122302132

132 278 832 05/09/2013 MORTGAGE
MORTGAGEE - ALBERTA TREASURY BRANCHES.
6801 KATERI DRIVE
GRANDE PRAIRIE
ALBERTA T8W0H1
ORIGINAL PRINCIPAL AMOUNT: \$4,200,000

132 278 833 05/09/2013 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ALBERTA TREASURY BRANCHES.
C/O MESSRS., BISHOP & MCKENZIE LLP
2500, 10104-103 AVE
EDMONTON
ALBERTA T5J1V3
AGENT - PATTI M MACDONALD

132 308 573 28/09/2013 POSTPONEMENT
OF MORT 052208548 AMEA 082475007
TO MORT 132278832 CAVE 132278833

162 310 210 03/11/2016 MORTGAGE
MORTGAGEE - ALBERTA TREASURY BRANCHES.
6801 KATERI DRIVE
GRANDE PRAIRIE
ALBERTA T8W0H1
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

172 268 660 13/10/2017 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - NORTH AMERICAN MORTGAGE CORP.
2151, 10060 JASPER AVENUE
EDMONTON
ALBERTA T5J3R8
AGENT - SINE CHADI

172 284 473 31/10/2017 MORTGAGE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
042 487 945

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

MORTGAGEE - 290680 ALBERTA LTD.
#1700, 10235-101 STREET
EDMONTON
ALBERTA T5J1G3
ORIGINAL PRINCIPAL AMOUNT: \$200,000
SEE INSTRUMENT FOR INTEREST

192 076 825 02/04/2019 TAX NOTIFICATION
BY - THE TOWN OF HIGH LEVEL.
10511 103 STREET
HIGH LEVEL, ALBERTA
T0H1Z0

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 23 DAY OF
SEPTEMBER, 2019 AT 08:45 A.M.

ORDER NUMBER: 38052873

CUSTOMER FILE NUMBER: 0230710.1



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0030 770 192 0426062;4;6

TITLE NUMBER
042 475 492 +1

LEGAL DESCRIPTION

PLAN 0426062

BLOCK 4

LOT 6

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.57 HECTARES (1.41 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;19;109;32;NE

MUNICIPALITY: TOWN OF HIGH LEVEL

REFERENCE NUMBER: 902 366 989 +2

902 366 989 +1

902 366 989

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
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042 475 492	29/10/2004	PLAN OF SURVEY - NEW TITLE		
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OWNERS

FOUR WINDS HOTELS MANAGEMENT CORP.

OF 2240 STATION MAIN

STONY PLAIN

ALBERTA T7Z 1X7

(DATA UPDATED BY: CHANGE OF ADDRESS 062387621)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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052 208 547	28/05/2005	MORTGAGE MORTGAGEE - AGRICULTURE FINANCIAL SERVICES CORPORATION. 4910 52 ST, BOX 5000 STN. MAIN CAMROSE ALBERTA T4V4E8
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(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

042 475 492 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ORIGINAL PRINCIPAL AMOUNT: \$1,300,000

082 475 045	29/10/2008	AMENDING AGREEMENT AMOUNT: \$2,000,000 AFFECTS INSTRUMENT: 052208547
102 273 746	06/08/2010	AMENDING AGREEMENT AMOUNT: \$2,300,000 AFFECTS INSTRUMENT: 052208547
122 330 565	05/10/2012	AMENDING AGREEMENT AMOUNT: \$2,800,000 AFFECTS INSTRUMENT: 052208547
132 278 902	05/09/2013	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 6801 KATERI DRIVE GRANDE PRAIRIE ALBERTA T8W0H1 ORIGINAL PRINCIPAL AMOUNT: \$4,200,000
132 278 903	05/09/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ALBERTA TREASURY BRANCHES. C/O MESSRS., BISHOP & MCKENZIE LLP 2500, 10104-103 AVE EDMONTON ALBERTA T5J1V3 AGENT - PATTI M MACDONALD
132 308 570	28/09/2013	POSTPONEMENT OF MORT 052208547 AMEA 082475045 AMEA 102273746 AMEA 122330565 TO MORT 132278902 CAVE 132278903
152 178 055	17/06/2015	NOTICE OF SECURITY INTEREST RE : FIXTURES IN FAVOUR OF - AGRICULTURE FINANCIAL SERVICES CORPORATION. PO BOX 5000 4910 52 ST CAMROSE ALBERTA T5V4E8 DEBTOR - ALL 4 WATER CORP. BOX 300 HIGH LEVEL ALBERTA T0H1Z0 AMOUNT: \$4,789,017 EXPIRES: INFINITY
152 180 357	18/06/2015	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

042 475 492 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - AGRICULTURE FINANCIAL SERVICES
CORPORATION.
4910 52 ST, BOX 5000 STN. MAIN
CAMROSE
ALBERTA T4V4E8
AGENT - H DOUGLAS MONTEMURRO

162 310 206 03/11/2016 MORTGAGE
MORTGAGEE - ALBERTA TREASURY BRANCHES.
6801 KATERI DRIVE
GRANDE PRAIRIE
ALBERTA T8W0H1
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

172 268 661 13/10/2017 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - NORTH AMERICAN MORTGAGE CORP.
2151, 10060 JASPER AVENUE
EDMONTON
ALBERTA T5J3R8
AGENT - SINE CHADI

172 284 473 31/10/2017 MORTGAGE
MORTGAGEE - 290680 ALBERTA LTD.
#1700, 10235-101 STREET
EDMONTON
ALBERTA T5J1G3
ORIGINAL PRINCIPAL AMOUNT: \$200,000
SEE INSTRUMENT FOR INTEREST

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 23 DAY OF
SEPTEMBER, 2019 AT 08:45 A.M.

ORDER NUMBER: 38052873

CUSTOMER FILE NUMBER: 0230710.1



END OF CERTIFICATE

(CONTINUED)

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LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0015 516 702 5575MC;4;3

TITLE NUMBER
902 366 989 +3

LEGAL DESCRIPTION

PLAN 5575MC

BLOCK 4

LOT 3

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;19

MUNICIPALITY: TOWN OF HIGH LEVEL

REFERENCE NUMBER: 842 045 834 C

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
902 366 989	19/12/1990	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

FOUR WINDS HOTELS MANAGEMENT CORP.
OF 2240 STATION MAIN
STONY PLAIN
ALBERTA T7Z 1X7

(DATA UPDATED BY: CHANGE OF ADDRESS 062387621)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		

052 208 547	28/05/2005	MORTGAGE
		MORTGAGEE - AGRICULTURE FINANCIAL SERVICES CORPORATION.
		4910 52 ST, BOX 5000 STN. MAIN
		CAMROSE
		ALBERTA T4V4E8
		ORIGINAL PRINCIPAL AMOUNT: \$1,300,000

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

902 366 989 +3

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 475 045	29/10/2008	AMENDING AGREEMENT AMOUNT: \$2,000,000 AFFECTS INSTRUMENT: 052208547
102 273 746	06/08/2010	AMENDING AGREEMENT AMOUNT: \$2,300,000 AFFECTS INSTRUMENT: 052208547
122 330 565	05/10/2012	AMENDING AGREEMENT AMOUNT: \$2,800,000 AFFECTS INSTRUMENT: 052208547
132 278 902	05/09/2013	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 6801 KATERI DRIVE GRANDE PRAIRIE ALBERTA T8W0H1 ORIGINAL PRINCIPAL AMOUNT: \$4,200,000
132 278 903	05/09/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ALBERTA TREASURY BRANCHES. C/O MESSRS., BISHOP & MCKENZIE LLP 2500, 10104-103 AVE EDMONTON ALBERTA T5J1V3 AGENT - PATTI M MACDONALD
132 308 570	28/09/2013	POSTPONEMENT OF MORT 052208547 AMEA 082475045 AMEA 102273746 AMEA 122330565 TO MORT 132278902 CAVE 132278903
152 178 055	17/06/2015	NOTICE OF SECURITY INTEREST RE : FIXTURES IN FAVOUR OF - AGRICULTURE FINANCIAL SERVICES CORPORATION. PO BOX 5000 4910 52 ST CAMROSE ALBERTA T5V4E8 DEBTOR - ALL 4 WATER CORP. BOX 300 HIGH LEVEL ALBERTA T0H1Z0 AMOUNT: \$4,789,017 EXPIRES: INFINITY
152 180 357	18/06/2015	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - AGRICULTURE FINANCIAL SERVICES (CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

902 366 989 +3

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CORPORATION.
4910 52 ST, BOX 5000 STN. MAIN
CAMROSE
ALBERTA T4V4E8
AGENT - H DOUGLAS MONTEMURRO

162 310 206 03/11/2016 MORTGAGE
MORTGAGEE - ALBERTA TREASURY BRANCHES.
6801 KATERI DRIVE
GRANDE PRAIRIE
ALBERTA T8W0H1
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

172 095 006 20/04/2017 BUILDER'S LIEN
LIENOR - ESE-LSS LIFE SAFETY SYSTEMS TECHNOLOGIES.
C/O HAMISH J.D. HENDERSON
10938 - 124 STREET
EDMONTON
ALBERTA T5M0H5
AGENT - EMAD EL-ZEIN
AMOUNT: \$10,500

172 095 850 20/04/2017 BUILDER'S LIEN
LIENOR - 1926539 ALBERTA LTD.
C/O MAIN STREET LAW LLP
BOX 3407, 115 MAIN STREET
SPRUC GROVE
ALBERTA T7X3A7
AGENT - KYLE FEDORAK
AMOUNT: \$61,446

172 098 008 24/04/2017 BUILDER'S LIEN
LIENOR - STAR MECHANICAL EDM. LTD.
C/O ACKROYD LLP
1500, 10665 JASPER AVENUE
EDMONTON
ALBERTA T5J3S9
AGENT - BRIAN YAREMCHUK
AMOUNT: \$83,514

172 099 059 25/04/2017 BUILDER'S LIEN
LIENOR - BACZ ENGINEERING INC.
10567-116 ST
EDMONTON
ALBERTA T5H3L8
AGENT - ZYGMUNT BACZYNSKI
AMOUNT: \$15,000

172 102 292 28/04/2017 BUILDER'S LIEN

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

902 366 989 +3

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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		LIENOR - WILLIAM C RUTLEDGE C/O ROBERT S RIDDLE PROFESSIONAL CORPORATION 2445 MANULIFE PLACE, 10180-101 STREET EDMONTON ALBERTA T5J3S4 AGENT - ROBERT S RIDDLE AMOUNT: \$148,173 (DATA UPDATED BY: 172105169)
172 237 385	12/09/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 172095006
172 268 664	13/10/2017	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - NORTH AMERICAN MORTGAGE CORP. 2151, 10060 JASPER AVENUE EDMONTON ALBERTA T5J3R8 AGENT - SINE CHADI
172 270 291	16/10/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 172095850
172 279 270	24/10/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 172102292
172 284 473	31/10/2017	MORTGAGE MORTGAGEE - 290680 ALBERTA LTD. #1700, 10235-101 STREET EDMONTON ALBERTA T5J1G3 ORIGINAL PRINCIPAL AMOUNT: \$200,000 SEE INSTRUMENT FOR INTEREST
172 321 326	04/12/2017	BUILDER'S LIEN LIENOR - REW ELECTRIC (2003) INC. C/O MATHIEU HRYNIUK LLP PO BOX 1168, 9802-100 ST HIGH LEVEL ALBERTA T0H1Z0 AMOUNT: \$110,751
192 076 825	02/04/2019	TAX NOTIFICATION BY - THE TOWN OF HIGH LEVEL. 10511 103 STREET HIGH LEVEL, ALBERTA T0H1Z0

TOTAL INSTRUMENTS: 022

(CONTINUED)

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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

Schedule "D"

Permitted Encumbrances

Nil