



COURT FILE NO. 1901-04336
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF MAYNBRIDGE CAPITAL INC.

701015

DEFENDANTS GENCO HOLDINGS LTD., GENCO (WALDEN) LTD.,
PALI BEDI, TARLOK TATLA, JASBIR HANS, SOLO
LIQUOR HOLDINGS LTD. and SOLO LIQUOR STORES
LTD.

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

ADDRESS FOR SERVICE **Fasken Martineau DuMoulin LLP**
AND CONTACT Barristers and Solicitors
INFORMATION OF PARTY 3400 First Canadian Centre
FILING THIS DOCUMENT 350 – 7 Avenue SW
Calgary, Alberta T2P 3N9

Attention: Travis Lysak
Tel: (403) 261-5350
Facsimile : (403) 261-5351
File No. : 303718.3

I hereby certify this to be a true copy of
the original approval and vesting order

Dated this 8 day of July 2020

Presyana Petkova
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: June 30, 2020
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta
NAME OF THE JUDGE WHO MADE THIS ORDER: Madam Justice K.M. Horner

UPON the application (the “**Application**”) by Ernst & Young Inc., in its capacity as the Court-appointed receiver and receiver-manager (the “**Receiver**”) of certain of the undertaking, property and assets of Genco Holdings Ltd. (the “**Debtor**”) and Genco (Walden) Ltd., for an order approving the sale transaction (the “**Transaction**”) contemplated by a Purchase and Sale Agreement (the “**Sale Agreement**”) between the Receiver and Maynbridge Capital Inc. (the “**Purchaser**”) dated June 23, 2020, vesting in the Purchaser (or its nominee, if any) the Debtor’s right, title and interest in and to the “**Purchased Assets**” as defined in the Sale Agreement;

AND UPON HAVING READ the Receivership Order dated April 5, 2019 (the “**Receivership Order**”), the Fifth Report of the Receiver dated June 24, 2020 (the “**Fifth Report**”), the Confidential Supplemental Report of the Receiver dated June 24, 2020 (the “**Confidential Report**”) and the Affidavit of Service of June 24, 2020 sworn June 24, 2020, filed; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and any other counsel in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF CONDUCT

2. The actions, conduct and activities of the Receiver and the Receiver’s counsel set out in the Fifth Report and Confidential are hereby approved.
3. The Receiver’s statement of receipts and disbursements from April 5, 2019 to June 24, 2020, as set out in the Fifth Report, are hereby approved.

APPROVAL OF TRANSACTION

4. The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary and the Purchaser agrees to. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be

necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser (or its nominee, if any).

VESTING OF PROPERTY

5. Upon the 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 Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "B" hereto shall vest absolutely in the name of the Purchaser (or its nominee, if any), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act*, RSA 2000, c P-7 or any other personal property registry system; and,
- (c) any liens or claims of lien under the *Builders' Lien Act*, RSA 2000, c B-7;

but excluding those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Permitted Encumbrances**"). For greater certainty, this Court orders

that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets, except for the Permitted Encumbrances.

6. Upon delivery of the Receiver's 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. 121 166 638, 121 166 638 +1, 121 166 638 +2, 121 166 638 +3, 121 166 638 +4, 121 166 638 +5, 121 166 638 +6, for those lands and premises municipally described as 608 7 Street SW, Calgary, Alberta, 735 6 Avenue SW, Calgary, Alberta, and 739 6 Avenue SW, Calgary, Alberta and legally described as follows:

CONDOMINIUM PLAN 9410576

UNIT 1

**AND 1665 UNDIVIDED ONE TEN THOUSANDTH SHARES IN
THE COMMON PROPERTY**

EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 9410576

UNIT 2

**AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN
THE COMMON PROPERTY**

EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 9410576

UNIT 3

**AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN
THE COMMON PROPERTY**

EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 9410576

UNIT 4

**AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN
THE COMMON PROPERTY**

EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 9410576

UNIT 5

**AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN
THE COMMON PROPERTY**

EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 9410576

UNIT 6

**AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN
THE COMMON PROPERTY**

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN A1

BLOCK 33

**THE NORTH HALVES OF LOTS 1 AND 2 AND ALL OF LOTS 3
AND 4**

(the "Lands")

- (ii) **issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee, if any);**
- (iii) **transfer to the New Certificate of Title the existing instruments listed in Schedule "C" to this Order; and**
- (iv) **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 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, the net proceeds from the sale of the Purchased Assets (to be held in a non-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 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 of the person having that possession or control immediately prior to the sale.
11. 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.

12. 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 persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee, if any).
13. The Purchaser (or its nominee, if any) 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 or through or against the Debtor.
14. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
15. 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).
16. Notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 (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 legislation:

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, including the current trustee in bankruptcy in respect of the Debtor, and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. 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 directions 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.

SEALING

18. Part 6, Division 4 of the *Alberta Rules of Court* does not apply to the Application.
19. The Confidential Report shall be sealed on the Court file, kept confidential and not form part of the public record, and not be available for public inspection, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, until further Order of this Court.
20. The Clerk of the Court shall file the confidential appendices to the Fifth Report (the “**Confidential Appendices**”), unredacted copies of which were provided to the Court, in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE FIFTH REPORT OF THE RECEIVER DATED JUNE 24, 2020 FILED BY ERNST & YOUNG INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER AND RECEIVER-MANAGER OF CERTAIN OF THE UNDERTAKING, PROPERTY AND ASSETS OF GENCO HOLDINGS LTD. AND GENCO (WALDEN) LTD.; AND THE CONFIDENTIAL SUPPLEMENT TO THE FIFTH REPORT OF THE RECEIVER DATED JUNE 24, 2020 IS SEALED UNTIL THE FILING OF THE RECEIVER'S CERTIFICATE EVIDENCING THE CLOSING OF THE TRANSACTION PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE K. M. HORNER ON JUNE 30, 2020.

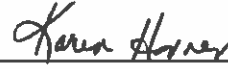
21. Leave is hereby granted to any person, entity or party affected by this Order to apply to this Court for a further Order vacating, substituting, modifying or varying the terms of this Order, with such application to be brought on notice to the Receiver and any other affected party in accordance with the *Alberta Rules of Court*.

MISCELLANEOUS MATTERS

22. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States 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 as 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 or to assist the Receiver and its agents in carrying out the terms of this Order.
23. This Order must be served only upon 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 next business day following the transmission or delivery of such documents.

24. Service of this Order on any party not attending this application is hereby dispensed with.



J.C.Q.B.A.

Schedule "A"

Form of Receiver's Certificate

COURT FILE NO.	1901-04336
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	MAYNBRIDGE CAPITAL INC.
DEFENDANTS	GENCO HOLDINGS LTD., GENCO (WALDEN) LTD., PALI BEDI, TARLOK TATLA, JASBIR HANS, SOLO LIQUOR HOLDINGS LTD. and SOLO LIQUOR STORES LTD.
DOCUMENT	RECEIVER'S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY	Fasken Martineau DuMoulin LLP Barristers and Solicitors 3400 First Canadian Centre 350 – 7 Avenue SW Calgary, Alberta T2P 3N9
FILING THIS DOCUMENT	Attention: Travis Lysak Tel: (403) 261-5350 Facsimile : (403) 261-5351 File No. : 303718.3

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice B. E. C. Romaine of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated April 5, 2019, Ernst & Young Inc. was appointed receiver and receiver-manager (the "**Receiver**") of certain of the undertaking, property and assets of Genco Holdings Ltd. (the "**Debtor**") and Genco (Walden) Ltd.
- B. Pursuant to an Order of the Court dated June 30, 2020, the Court approved the asset purchase agreement made as of June 23, 2020 (the "**Sale Agreement**") between the

Receiver and Maynbridge Capital 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 Sections 12, 13 and 14 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, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee, if any) 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 Sections 12, 13 and 14 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee, if any).
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [●] on [●].

ERNST & YOUNG INC., in its capacity as court-appointed receiver and receiver-manager of **GENCO HOLDINGS LTD.** and **GENCO (WALDEN) LTD.**, and not in its personal capacity

By: _____
Name:

Title:

Schedule "B"

Purchased Assets

(see attached)

Purchased Assets

The Purchased Assets shall include the following:

- A. The Lands and all chattels located thereon.
- B. The improvements and amenities on the Lands (collectively, the **"Improvements"**) including, without limitation, all community infrastructure (i.e. roadway, sewer and water infrastructure), if any.
- C. Those documents (the **"Documents"**) owned by or binding on the Vendor, Genco or the Purchased Assets, if such documentation is in the Vendor's possession, in each case relating to the ownership, operation, development, servicing, title, or control of the of the Purchased Assets and Improvements, all accounting records, market studies, engineering studies, reports and drawings, leases, agreements to lease, rent roll(s), tenant deposit documentation, employment files, expense files, repair and maintenance files, operating files, surveys and environmental files relating to the Purchased Assets, as applicable, including, without limitation, the following:
 - (a) any and all real property reports and/or survey relating to the Property;
 - (b) any and all environmental reports relating to the Property;
 - (c) any and all appraisals or property inspection reports, and building condition reports relating to the Property;
 - (d) any and all inspection reports completed by outside consultants for repair and maintenance work to the Property;
 - (e) any and all consents required by any professional firm which has prepared any reports for the Vendor in respect of the Property, if such consent is a condition to it releasing or providing to the Purchaser any information or documents it may have relating to the Property;
 - (f) authorization allowing the Purchaser's legal counsel, such form of authorization to be provided by the Purchaser, to make inquiries to all municipal, provincial and federal government offices with respect to the Property; and
 - (g) any other material documentation which pertain to the Property that a reasonably prudent purchaser would want to review in evaluating whether to purchase the Property.
- D. All of Genco's right, interest, and title in the Legal Proceeding identified as Court of Queen's Bench of Alberta Action No. 1501-04982, including any and all manner of action and actions, cause and causes of action, suits, debts, damages, claims and demands whatsoever, at law or equity, which Genco ever had, or now has, or may have existing up to and inclusive of the date hereof in connection thereto (the **"Choses in Action"**), together with all benefits, entitlements and advantages, if any, to be derived from the Choses in Action and Policy of Insurance Number MP/S – Rw 7818. For greater certainty, the

Purchaser does not take assignment of any adverse costs awards that were, or may be, issued or accrued against Genco in respect of the Choses in Action prior to and including the date of this Agreement.

Schedule "C"

Permitted Encumbrances

Certificate of Title No.	121 166 638
Legal Description	CONDOMINIUM PLAN 9410576 UNIT 1 AND 1665 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
Instrument No.	941 028 762
Instrument Registration Date (D/M/YYYY)	01/02/1994
Particulars	Caveat re: Encroachment Agreement Caveator – The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent – Brian R. Musgrove
Certificate of Title No.	121 166 638
Legal Description	CONDOMINIUM PLAN 9410576 UNIT 1 AND 1665 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
Instrument No.	171 058 694
Instrument Registration Date (D/M/YYYY)	14/03/2017
Particulars	Caveat re: Order Pursuant to Municipal Government Act Caveator – The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent – Cheryl Hamilton

Certificate of Title No.	121 166 638 +1
Legal Description	CONDOMINIUM PLAN 9410576 UNIT 2 AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
Instrument No.	941 028 762
Instrument Registration Date (D/M/YYYY)	01/02/1994
Particulars	Caveat re: Encroachment Agreement Caveator – The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent – Brian R. Musgrove
Certificate of Title No.	121 166 638 +2
Legal Description	CONDOMINIUM PLAN 9410576 UNIT 3 AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
Instrument No.	941 028 762
Instrument Registration Date (D/M/YYYY)	01/02/1994
Particulars	Caveat re: Encroachment Agreement Caveator – The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent – Brian R. Musgrove

Certificate of Title No.	121 166 638 +3
Legal Description	CONDOMINIUM PLAN 9410576 UNIT 4 AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
Instrument No.	941 028 762
Instrument Registration Date (D/M/YYYY)	01/02/1994
Particulars	Caveat re: Encroachment Agreement Caveator – The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent – Brian R. Musgrove
Certificate of Title No.	121 166 638 +5
Legal Description	CONDOMINIUM PLAN 9410576 UNIT 5 AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
Instrument No.	941 028 762
Instrument Registration Date (D/M/YYYY)	01/02/1994
Particulars	Caveat re: Encroachment Agreement Caveator – The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent – Brian R. Musgrove

Certificate of Title No.	121 166 638 +4
Legal Description	CONDOMINIUM PLAN 9410576 UNIT 6 AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
Instrument No.	941 028 762
Instrument Registration Date (D/M/YYYY)	01/02/1994
Particulars	Caveat re: Encroachment Agreement Caveator – The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent – Brian R. Musgrove