

THE QUEEN'S BENCH

WINNIPEG CENTRE

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 55 OF *THE COURT OF QUEEN'S BENCH ACT*, C.C.S.M. C. C280

BETWEEN:

HSBC BANK CANADA,

Plaintiff,

- and -

THE WINNING COMBINATION, INC., THE WINNING COMBINATION U.S.A. INC. and SHAZAD BUKHARI also known as SYED SHAZAD BUKHARI,

Defendants.

NOTICE OF MOTION
(APPROVAL AND VESTING ORDER)
BEFORE MR. JUSTICE MARTIN
ON WEDNESDAY, APRIL 27, 2022 at 9:00 a.m.

Thompson Dorfman Sweatman LLP
Barristers and Solicitors
1700 – 242 Hargrave Street
Winnipeg MB R3C 0V1
(Matter No. 0191053 RAM)
(Ross A. McFadyen: 204-934-2378)
(Toll Free: 1-855-483-7529)
(Email: ram@tdslaw.com)

THE QUEEN'S BENCH

WINNIPEG CENTRE

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 55 OF *THE COURT OF QUEEN'S BENCH ACT*, C.C.S.M. C. C280

BETWEEN:

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Plaintiff,

- and -

THE WINNING COMBINATION, INC., THE WINNING COMBINATION U.S.A. INC. and SHAZAD BUKHARI also known as SYED SHAZAD BUKHARI,

Defendants.

NOTICE OF MOTION

Ernst & Young Inc. in its capacity as Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of the Defendant The Winning Combination, Inc. (the "**Debtor**"), will make a motion before Mr. Justice Martin on Wednesday, the 27th day of April, 2022 at 9:00 a.m., or as soon after that time as the motion can be heard at the Winnipeg Law Courts Building, 408 York Avenue in Winnipeg, Manitoba.

THE MOTION IS FOR an Order, substantially in the form attached hereto and marked as Schedule "A" (the "**Approval and Vesting Order**"):

1. Validating or otherwise abridging the time for service of this notice of motion and the materials related thereto such that this motion is properly returnable on the stated hearing date with no further service required;
2. Approving the sale transactions (the "**Transactions**") contemplated by the tender bids received from Purchaser 1 and Purchaser 2 (as referenced in the Confidential Supplement to the First Report of the Receiver dated April 20, 2022 – the "**Confidential Supplement**") (collectively, the "**Sale Agreements**") between the Receiver, as vendor, and Purchaser 1 and Purchaser 2, respectively, entered into by the Receiver and Purchaser 1 and Purchaser 2 pursuant to the Receiver's powers under paragraphs 3(k) and (l) of the Order made herein on March 17, 2022 (the "**Receivership Order**");
3. Vesting in Purchaser 1 and Purchaser 2, respectively, all of the Debtor's right, title and interest in and to the assets described in the Sale Agreements, free and clear of any claims, all as set out in the Approval and Vesting Order;
4. Ordering the sealing of the Confidential Supplement;
5. Approving of the First Report of the Receiver dated April 20, 2022 (the "**First Report**") and the Confidential Supplement and the activities and conduct of the

Receiver described therein, including the Receiver's Interim Statement of Receipts and Disbursements; and

6. Such further and other relief as the circumstances of this proceeding may require and as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

1. Pursuant to the Receivership Order, this Honourable Court appointed Ernst & Young Inc. as Receiver of all the assets, undertaking and property of the Debtor.

2. In the Receivership Order, this Honourable Court empowered and authorized the Receiver to, *inter alia*, sell, convey, transfer, lease or assign the property of the Debtor, or any part or parts thereof, out of the ordinary course of business, with the approval of this Honourable Court in respect of any transaction in which the purchase price exceeds \$100,000.00, and to apply for any vesting order or other orders necessary to convey such property to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such property.

3. The Receiver has, since being appointed by this Honourable Court, engaged in efforts to sell the property of the Debtor, as described at paragraphs 64 through 76 of the First Report, which involved the issuance of a Tender Information Package prepared by the Receiver dated March 28, 2022 (the "**Tender Package**").

4. Pursuant to the Tender Package, the Receiver obtained tender bids for certain parcels of the property of the Debtor. The Receiver determined that the tender bids from Purchaser 1 and Purchaser 2 are together the most favourable offers available for assets of the Debtor as described in the Tender Package, and has communicated acceptance of those tender bids to Purchaser 1 and Purchaser 2, respectively.

5. The process leading up to the conclusion of the Sale Agreements was commercially reasonable and fair, and the Receiver has made sufficient efforts to obtain the best price, and has not acted improvidently. The Canada Revenue Agency, as the primary creditor with an interest in the property of the Debtor, is supportive of the Transactions.

6. The information contained in the Confidential Supplement is sensitive commercial information, and a sealing order is necessary as there is a real and substantial risk of harm to the interests of stakeholders in this proceeding in the event such sensitive information is disclosed in advance of the completion of the Transactions.

7. The salutary effects of a sealing order with respect to the Confidential Supplement outweigh any considerations relating to the public interest in open and accessible court proceedings.

8. The inherent jurisdiction of this Honourable Court.

9. Paragraphs 3, 25, 26 and 27 of the Receivership Order.

10. Section 95 of *The Corporations Act*, C.C.S.M. c. C225.
11. Sections 37 and 77 of *The Court of Queen's Bench Act*, C.C.S.M. c. C280.
12. Rules 2.03, 3.02, 16.04, 16.08 and 37 of the *Queen's Bench Rules*, M.R. 553/88, as amended.
13. Rules 3, 4, 6, 11 and 13 of the *Bankruptcy and Insolvency General Rules*, C.R.C. c. 368.
14. Such further and other grounds as counsel for the Receiver may advise and as this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The First Report;
2. The Confidential Supplement; and
3. Such further and other documentary evidence as counsel for the Receiver may advise and as this Honourable Court may permit.

April 20, 2022

Thompson Dorfman Sweatman LLP
1700 – 242 Hargrave Street
Winnipeg MB R3C 0V1
Ross A. McFadyen
Telephone: 204-934-2378
Fax: 204-934-0538
E-mail: ram@tdslaw.com

Counsel for the Receiver, Ernst &
Young Inc.

TO: THE SERVICE LIST (as of April 20, 2022)

THE QUEEN'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT
TO SECTION 243 OF THE BANKRUPTCY AND
INSOLVENCY ACT R.S.C. 1985, c. B-3 AS AMENDED
AND SECTION 55 OF THE QUEEN'S BENCH ACT,
C.C.S.M. c. C280

BETWEEN:

HSBC BANK CANADA,

Plaintiff,

-and-

**THE WINNING COMBINATION, INC., THE WINNING
COMBINATION U.S.A. INC., AND SHAZAD BUKHARI also
known as SYED SHAHZAD BUKHARI**

Defendants.

**SERVICE LIST
AS AT APRIL 19, 2022**

THOMPSON DORFMAN SWEATMAN LLP

Barristers and Solicitors
1700 – 242 Hargrave Street
Winnipeg MB R3C 4G1

ROSS A. MCFADYEN

Ph: (204) 934-2378
Email: ram@tdslaw.com
Matter No. 0191053

THE QUEEN'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY ACT R.S.C. 1985, c. B-3 AS AMENDED AND SECTION 55 OF THE QUEEN'S BENCH ACT, C.C.S.M. c. C280

BETWEEN:

HSBC BANK CANADA,

Plaintiff,

-and-

**THE WINNING COMBINATION, INC., THE WINNING
COMBINATION U.S.A. INC., AND SHAZAD BUKHARI also
known as SYED SHAHZAD BUKHARI**

Defendants.

SERVICE LIST

Party/Counsel	Telephone	Facsimile	Party Represented
THE WINNING COMBINATION, INC. BN. 88125 2324 22 Aldershot Boulevard Winnipeg, MB R3P 0C8 Aftab Bukhari Shazad Bukhari Email: shazad@winningcombination.com			Defendant
THE WINNING COMBINATION U.S.A. INC. 22 Aldershot Boulevard Winnipeg, MB R3P 0C8 Shazad Bukhari Email: shazad@winningcombination.com			Defendant

Party/Counsel	Telephone	Facsimile	Party Represented
<p>SHAZAD BUKHARI a.k.a. SYED SHAHZAD BUKHARI 22 Aldershot Boulevard Winnipeg, MB R3P 0C8</p> <p>Email: shazad@winningcombination.com shazadbukhari@hotmail.com</p>			Defendant
<p>McCARTHY TETRAULT LLP Suite 4000 421 - 7th Avenue SW Calgary AB T2P 4K9</p> <p>Walker MacLeod Email: wmacleod@mccarthy.ca</p>	Tel: 403-260-3710		Co-Counsel for the Defendants
<p>PITBLADO LAW 2500-360 Main Street Winnipeg, MB R3C 4H6 Canada</p> <p>Catherine Howden Email: howden@pitblado.com</p>	Tel: 204-956-3532		Co-Counsel for the Defendants
<p>HSBC BANK CANADA 407 8 Avenue SW 10 Floor Calgary AB T2P 1E5</p> <p>Cameron Bailey Email: cameron.bailey@hsbc.ca</p>			Plaintiff
<p>FASKEN MARTINEAU DUMOULIN LLP First Canadian Centre 350 7th Avenue SW, Suite 3400 Calgary, AB T2P 3N9</p> <p>Travis Lysak Email: tlysak@fasken.com</p> <p>Mihai Tomos Email: mtomos@fasken.com</p>	<p>Tel: 403-261-5501</p> <p>Tel: 403-261-7386</p>		Co-Counsel for the Plaintiff

Party/Counsel	Telephone	Facsimile	Party Represented
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ERNST & YOUNG INC. 360 Main Street, Suite 2700 Winnipeg, MB R3C 4G9 Joe Healey Email: joe.a.healey@parthenon.ey.com	Tel: 204-954-5568		Receiver
THOMPSON DORFMAN SWEATMAN LLP 1700-242 Hargrave Street Winnipeg, MB R3C 0V1 Ross McFadyen Email: ram@tdslaw.com	Tel: (204)-934-2378		Counsel for the Receiver
SURREY NATIONAL VERIFICATION AND COLLECTION CENTRE CANADA REVENUE AGENCY 9755 King George Boulevard Surrey BC V3T 5E1 Email: mbcolls@justice.gc.ca	Tel: 1-866-891-7403	Fax (toll free): 1-866-219-0311	
DEPARTMENT OF JUSTICE (CANADA) 601-400 St. Mary Avenue Winnipeg, MB R3C 4K5 Penny L. Piper Email: penny.piper@justice.gc.ca	Tel: 431-489-8686		Counsel for Her Majesty the Queen

Party/Counsel	Telephone	Facsimile	Party Represented
<p>MANITOBA JUSTICE – LEGAL SERVICES BRANCH 730-405 Broadway Winnipeg, MB R3C 3L6</p> <p>Shelley L. Haner Email: shelley.haner@gov.mb.ca</p>	Tel: 204-945-0243		Counsel for the Province of Manitoba
<p>BDC CAPITAL INC. 110, 444 - 7th Avenue S.W. Calgary, Alberta Canada T2P OX8</p> <p>Imran Malik Email: Imran.MALIK@bdc.ca</p> <p>Matthew Kellow Email: matthew.kellow@bdc.ca</p>			
<p>LOOPSTRA NIXON LLP 135 Queen's Plate Drive Suite 600 Toronto, ON M9W 6V7</p> <p>R. Graham Phoenix Email: gphoenix@loonix.com</p>	Tel: 416-558-4776		Counsel for Vivo Brands Inc.
<p>McMILLAN LLP TD Canada Trust Tower, Suite 1700 421 – 7th Avenue S.W. Calgary, AB T2P 4K9</p> <p>Kourtney Rylands Email: Kourtney.rylands@mcmillan.ca</p>	Tel: 403-355-3326		Counsel for BDC Capital Inc.
<p>TAPPER CUDDY LLP 1000 – 330 St. Mary Avenue Winnipeg, MB R3C 3Z5</p> <p>Richard W. Schwartz Email: rschwartz@tappercuddy.com</p>	Tel: 204-944-3232		Counsel for QuadReal Properties Group

Party/Counsel	Telephone	Facsimile	Party Represented
<p>CROWN CREDIT (CANADA) CORPORATION 210 Annagem Blvd. Mississauga, ON L5T 2V5</p> <p>Shaan Dubash Email: shaan.dubash@crown.com</p>	<p>Tel: 905-562-2110 Ext 20107</p>		
<p>TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC. Commerce West 401 The West Mall, Suite 630 Toronto, ON M9C 5J5</p> <p>Finella Grosso Email: finella.grosso@toyotacf.ca</p>	<p>Tel: 416-621-5522 Ext 7224</p>		
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<p>MAXIM TRANSPORTATION SERVICES INC. o/a MAXIM TRUCK & TRAILER 1860 Brookside Boulevard Winnipeg, MB R3P 2E6</p> <p>Chinedu Ofokansi Email: cofokansi@maximtruckandtrailer.com</p> <p>Jordan Harvey Email: jharvey@maximtruckandtrailer.com</p> <p>Barb Harris Email: bharris@maximtruckandtrailer.com</p>	<p>Tel: 204-790-8108</p>		

Party/Counsel	Telephone	Facsimile	Party Represented
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SCHEDULE A - Model Approval and Vesting Order, with changes tracked

File No. CI 22-01-34705

THE QUEEN'S BENCH

WINNIPEG CENTRE

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 55 OF *THE COURT OF QUEEN'S BENCH ACT*, C.C.S.M. C. C280

BETWEEN:

HSBC BANK CANADA,

Plaintiff,

- and -

THE WINNING COMBINATION, INC., THE WINNING COMBINATION U.S.A. INC. and SHAZAD BUKHARI also known as SYED SHAZAD BUKHARI,

Defendants.

APPROVAL AND VESTING ORDER

Thompson Dorfman Sweatman LLP
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1700 – 242 Hargrave Street
Winnipeg MB R3C 0V1

(Matter No. 0191053 RAM)
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(Email: ram@tdslaw.com)

THE QUEEN'S BENCH

WINNIPEG CENTRE

THE HONOURABLE) Wednesday, the 27th day of April,
MR. JUSTICE MARTIN) 2022
)

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 55 OF *THE COURT OF QUEEN'S BENCH ACT*, C.C.S.M. C. C280

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Defendants.

APPROVAL AND VESTING ORDER

THIS MOTION, made by Ernst & Young Inc. in its capacity as Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of the Defendant The Winnipeg Combination, Inc. (the "**Debtor**") for an order approving the sale transactions (the "**Transactions**") contemplated by ~~an agreement of purchase and sale~~ the accepted tender bids referenced in the Confidential Supplement to the

First Report of the Receiver dated April 20, 2022 (the “Confidential Supplement”) (collectively, the “**Sale Agreements**”) between the Receiver and _____ (the “**Purchaser**”) dated _____ Purchaser 1 and Purchaser 2, respectively, and appended to the Report of the Receiver dated _____ (the “Report”) Confidential Supplement, and vesting in the Purchaser 1 and Purchaser 2, respectively, the Debtor’s right, title and interest of in and to the assets described in the Sale Agreements (the “**Purchased Assets**”), was heard this day at the Winnipeg Law Courts Building, 408 York Avenue in Winnipeg, Manitoba.

ON READING the First Report of the Receiver dated April 20, 2022, the Confidential Supplement and the Affidavit of Cameron Bailey sworn March 3, 2022, and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the Service List, although properly served as appears from the Affidavit of Service of Ross A. McFadyen affirmed April •, 2022:

1. THIS COURT ORDERS that time for service of the Notice of Motion and the supporting materials is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS AND DECLARES that the Transactions is-are hereby approved, and the execution of the Sale Agreements 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 the completion of the Transactions and for the conveyance of the Purchased Assets to ~~the~~ Purchaser 1 and Purchaser 2, respectively.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to ~~the~~ Purchaser 1 and/or Purchaser 2, as the case may be, substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets as described in the respective Sale Agreements shall vest absolutely in ~~the~~ Purchaser 1 and Purchaser 2, respectively, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, 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: (i) any encumbrances or charges created by the Order of The Honourable Mr. Justice Martin in this proceeding dated March 17, 2022; and (ii) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act* (Manitoba) or any other personal property registry system; ~~and~~ (iii) ~~those Claims listed on Schedule B hereto (all of which are collectively referred to as the~~ "**Encumbrances**", which term shall not include the permitted encumbrances

and easements listed on Schedule C) 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. THIS COURT ORDERS that upon registration in the ~~Winnipeg Land Titles Office (the "WLTO") of a Request/Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Purchaser, the District Registrar of the WLTO is hereby directed to enger the Purchaser as the owner of the subject real property identified in Schedule ___ hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule B hereto.~~

5. THIS COUR ORDERS that this Order shall be entered by the District Registrar notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. THIS COURT ORDERS that, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate (or Receiver's Certificates, as the case may be), all Claims and Encumbrances shall attach to the net proceeds from the sale of the respective Purchased Assets with the same priority as they had with respect to the respective 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.

7. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate (~~or Receiver's Certificates, as the case may be~~), forthwith after delivery thereof to Purchaser 1 and/or Purchaser 2.

8. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to ~~the~~ Purchaser 1 all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "E" to the Sale Agreement. ~~The~~ Purchaser 1 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 by the Debtor.

9. THIS COURT ORDERS that, 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* (Canada) in respect of

the Debtor, and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in ~~the~~ Purchaser 1 and Purchaser 2, respectively, 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 fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada), 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.

10. THIS COURT APPROVES all activities, actions, and proposed courses of action of the Receiver to date in relation to the discharge of its duties and mandate as Receiver of the Debtor, as such actions of the Receiver are more particularly described in the First Report and the Confidential Supplement, as well as the Receiver's Interim Statement of Receipts and Disbursements contained in the First Report.

11. THIS COURT ORDERS that the Confidential Supplement shall be treated as confidential and sealed and shall neither form part of the public record nor be disclosed to any party to this proceeding or otherwise, except:

- (a) by further Order of this Court, following notice to the Receiver of any motion seeking such an Order; or
- (b) upon the date on which the Receiver has filed with the Court both Receiver's Certificates, certifying that both transactions relating to the Purchased Assets have closed to the satisfaction of the Receiver;

whichever shall first occur, whereupon the Confidential Supplement shall form part of the public record and shall no longer be sealed.

12. 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 and to provide such assistance to the Receiver, as an officer of this Court, as may be

necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

April , 2022

I, ROSS A. MCFADYEN OF THE FIRM OF THOMPSON DORFMAN SWEATMAN LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES: THE PLAINTFF AND •, AS DIRECTED BY THE HONOURABLE MR. JUSTICE MARTIN.

SCHEDULE A – FORM OF RECEIVER’S CERTIFICATE

THE QUEEN’S BENCH

WINNIPEG CENTRE

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 55 OF *THE COURT OF QUEEN’S BENCH ACT*, C.C.S.M. C. C280

BETWEEN:

HSBC BANK CANADA,

Plaintiff,

- and -

THE WINNING COMBINATION, INC., THE WINNING COMBINATION U.S.A. INC. and SHAZAD BUKHARI also known as SYED SHAZAD BUKHARI,

Defendants.

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to the Order of the Honourable Mr. Justice Martin of the Manitoba Court of Queen's Bench (the "**Court**") dated March 17, 2022, Ernst & Young Inc. was appointed as the receiver and manager (the "**Receiver**") of the undertaking, property and assets of the Defendant, The Winning Combination, Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated April 27, 2022, the Court approved the agreements of purchase and sale ~~made as of~~ (the "**Sale Agreements**") between the Receiver and _____ (the "**Purchaser**") Purchaser 1 and Purchaser 2 (as referenced in the Confidential Supplement to the First Report of the Receiver dated April 20, 2022) and provided for the vesting in ~~the~~ Purchaser 1 and Purchaser 2, respectively, of the Debtor’s right, title and interest in and to the Purchased Assets,

which vesting is to be effective with respect to the applicable Purchased Assets upon the delivery by the Receiver to the ~~Purchaser~~ applicable purchaser, of a certificate confirming: (i) the payment by the ~~Purchaser~~ applicable purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to Closing have been satisfied or waived by the Receiver and the ~~Purchaser~~ applicable 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 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 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 _____ on the _____ day of _____, 2022.

Ernst & Young Inc., in its capacity as Receiver of the undertaking, property and assets of the Defendant The Winning Combination, Inc., and not in its personal capacity

per: _____
Name:
Title: