I hereby certify this to be a true copy of
the original Order
Dated this 30 day of May, 2023

H. [signature]

for Clerk of the Court

Clerk's Stamp:

JUDICIAL CENTRE OF EDMONTON
FILED
May 30, 2023
MAS
by Email
CLERK OF THE COURT

COURT FILE NUMBER	2303 06543
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE OF	EDMONTON
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
APPLICANTS:	J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
DOCUMENT	**ORDER (Expedited Sale Approval and Vesting Order Protocol) (Fort Saskatchewan Duplexes)**
CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	**MLT AIKINS LLP** Suite 2200, 10135 – 101st Street NW Edmonton, AB T5J 3G1 Solicitor: Jeffrey M. Lee, K.C. / Mandi Deren-Dubé Telephone: (306) 975-7136 / (780) 969-3518 Facsimile: (306) 975-7145 / (780) 969-3549 Email: jmlee@mltaikins.com / mderendube@mltaikins.com File Number: 159371.8
DATE ON WHICH ORDER WAS PRONOUNCED:	May 23, 2023
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice J.T. Neilson
LOCATION OF HEARING:	Edmonton, Alberta

UPON the application of **J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.** (collectively, the "**Applicants**") for an Order approving an expedited protocol for the granting by this Honourable Court of Sale Approval and Vesting Orders in respect of ten residential duplexes in Fort Saskatchewan, Alberta (the "**Fort Saskatchewan Duplexes**") owned by J.W. Carr Holdings Ltd. ("**JW Carr Holdings**") and legally described as follows:

PLAN 0623072
BLOCK 8
LOT26A
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0623072
BLOCKS
LOT27A
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 7520666
BLOCK45
LOTS
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 7520666
BLOCK45
LOT6A
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 7720209
BLOCK49
LOT 208
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 7720209
BLOCK49
LOT 209
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 7822251
BLOCK63
LOT27
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 7822251
BLOCK63
LOT28
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 7822913
BLOCK 9
LOT20
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 7822913
BLOCK 9
LOT 20A
EXCEPTING THEREOUT ALL MINES AND MINERALS

AND UPON having read the Initial Order of the Honourable Justice J.J. Gill granted in these proceedings on April 19, 2023 (the "**Initial Order**"); the Amended and Restated Initial Order of the Honourable Justice J.T. Neilson granted in these proceedings on April 26, 2023 (the "**ARIO**"); the Confidential Affidavit of Darrell Zapernick, sworn [NTD: Insert date] (the "**Zapernick Affidavit**"), the brief of the Applicants, the Second Report of the Monitor, and the Service List established for use in these proceedings (the "**Service List**");

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the application for this order is hereby validated and deemed good and sufficient and this application is properly returnable today.

DEFINED TERMS

2. Words and phrases contained herein which begin with capital letters but which are not otherwise defined herein shall have the corresponding meanings given to such words and phrases in the ARIO.

3. For purposes of this Order:

   a) "**Encumbrances**" shall mean 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, including, without limiting the generality of the foregoing, any encumbrances or charges created by the Initial Order or the ARIO, any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system or any liens or claims of lien under the *Builders' Lien Act* (Alberta); and

   b) "**Encumbrance Record Date**" shall mean May 23, 2023.

EXPEDITED SALE APPROVAL AND VESTING ORDER PROTOCOL

4. Upon JW Carr Holdings entering into a Purchase and Sale Agreement (a "**PSA**") for a proposed transaction (the "**Proposed Transaction**") for the proposed sale of one or more of the Fort Saskatchewan Duplexes for a sale price equal to or greater than the satisfactory market value of the Fort Saskatchewan Duplexes described in the Third Confidential Carr Affidavit (the "**Satisfactory Market Value – Fort Sask Duplexes**"), then JW Carr Holdings and the Monitor shall take the steps in respect of the Proposed Transaction described below in paragraphs 5 to 10 hereof.

5. The Monitor shall deliver to JW Carr Holdings (for filing by JW Carr Holdings with this Court) a certificate in respect of the Proposed Transaction (the **"Sale Endorsement Certificate"**) substantially in the form of the Sale Endorsement Certificate appended to this Order as Appendix "A" hereto, whereby the Monitor:

   a) identifies any Encumbrances, or Encumbrances as being submitted for registration on the Certificate of Title to the real property to which the Sale Endorsement Certificate pertains, subsequent to the Encumbrance Record Date ("**Subsequent Encumbrances**");

   b) certifies that the Proposed Transaction has been approved in writing by the Interim Lender and the holder of the First Charge Encumbrances (as defined in the ARIO) registered against the real property to which the Sale Endorsement Certificate pertains; and

   c) certifies that the Proposed Transaction is a transaction for the proposed sale of one or more of the Fort Saskatchewan Duplexes for a sale price equal to or greater than the Fort Saskatchewan Duplexes Satisfactory Market Value and the Monitor approves the Proposed Transaction.

6. Upon its receipt from the Monitor of a signed Sale Endorsement Certificate in respect of a Proposed Transaction, JW Carr Holdings shall be at liberty to file such signed Sale Endorsement Certificate with this Court in support of an application (the "**Expedited SAVO Application**") by JW Carr Holdings for an expedited Sale Approval and Vesting Order in respect of the Proposed Transaction, substantially in the form of the Sale Approval and Vesting Order appended to this Order as Appendix "B" hereto (the "**Expedited SAVO**"). JW Carr Holdings shall have leave to file with this Court a copy of the PSA pertaining to the Proposed Transaction with the purchase price (or any information which allows the reader to calculate the purchase price, such as the amount of any deposit) redacted therefrom.

7. For greater clarity, the Expedited SAVO Application:

a) subject to paragraphs 8 to 10 hereof, shall presumptively be a "without notice" application to take place without further notice to any party on the Service List (constituted as of the Encumbrance Record Date) and without further notice to any party whose interests were registered against the Certificate of Title to the real property to which the Expedited SAVO Application pertains (as of the Encumbrance Record Date);

b) subject to paragraphs 8 to 10 hereof, shall be adjudicated by this Court as a "desk application", without a hearing and by means of documents only, pursuant to Rule 6.9(1)(c) of the *Alberta Rules of Court*; and

c) shall be referred by the Edmonton Commercial Coordinator for adjudication by the Honourable Justice J.T. Neilson (subject to Justice J.T. Neilson's availability) or, in circumstances in which the Honourable Justice J.T. Neilson is unavailable, to another Justice of this Court assigned to the Edmonton Commercial List.

NOTICE TO ENCUMBRANCE HOLDERS

8. In the event that, subsequent to the Encumbrance Record Date, an encumbrance has been registered against the Certificate of Title to real property which is the subject of an Expedited SAVO Application (a "**Subsequent Encumbrance**"), then JW Carr Holdings shall exclusively serve upon the Monitor and the holder of such Subsequent Encumbrance (the "**Subsequent Encumbrance Holder**") the Expedited SAVO Application and materials filed in support thereof, save and except for any confidential materials which JW Carr Holdings may seek to file with this Court on a sealed basis (collectively, the "**Expedited SAVO Application Materials**"). The Subsequent Encumbrance Holder shall have seven days, from and after the date on which it is served with the Expedited SAVO Application Materials by JW Carr Holdings (the "**Service Date**"), within which to serve upon JW Carr Holdings and the Monitor and to file with this Court materials in reply to the Expedited SAVO Application Materials (the "**SAVO Application Reply Materials**").

9. In the event that a Subsequent Encumbrance Holder, having been served with the Expedited SAVO Application Materials, serves SAVO Application Reply Materials upon JW Carr Holdings and the Monitor and files with this Court SAVO Application Reply Materials on or before the seventh day following the Service Date, then such SAVO Application Reply Materials shall be considered by the Court in adjudicating the Expedited SAVO Application.

10. In the event that a Subsequent Encumbrance Holder, having been served with the Expedited SAVO Application Materials, fails, on or before the seventh day following the Service Date, to serve SAVO Application Reply Materials upon JW Carr Holdings and the Monitor and to file with this Court SAVO Application Reply Materials, then the Expedited SAVO Application shall proceed to be adjudicated by the Court as a "desk application", without a hearing and by means of documents only, pursuant to Rule 6.9(1)(cc) of the Alberta *Rules of Court* and without further notice to such Subsequent Encumbrance Holder.

MISCELLANEOUS MATTERS

11. The Applicants, the Monitor 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.

12. 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 Monitor 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 Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

13. Service of this Order shall be deemed good and sufficient by serving the same on:

a) the persons listed on the Service List;

b) any other person served with notice of the application for this Order;

c) the Purchaser or the Purchaser's solicitors.

and service on any other person is hereby dispensed with.

14. 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.

James T. Neilson

Justice of the Court of King's Bench of Alberta

Appendix “A”

COURT FILE NUMBER	2303 06543
COURT	COURT OF KING’S BENCH OF ALBERTA
JUDICIAL CENTRE OF	EDMONTON
	IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
APPLICANTS:	J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.

SALE ENDORSEMENT CERTIFICATE NUMBER [NTD: Number]

To: The Court of King’s Bench of Alberta

To: J.W. Carr Holdings Ltd.

1. Ernst & Young Inc., in its capacity as court-appointed Monitor of J.W. Carr Holdings Ltd., Spruce Grove Industrial Park Inc., 272649 Alberta Ltd., 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd. and 627612 Alberta Ltd. (the “**Monitor**”) files this Sale Endorsement Certificate pursuant to the Order (Expedited Sale Approval and Vesting Order Protocol) (Fort Saskatchewan Duplexes) of the Honourable Justice J.T. Neilson granted on May 23, 2023 (the “**Expedited SAVO Protocol Order (Fort Saskatchewan Duplexes”)**).

2. Words and phrases in this Sale Endorsement Certificate which begin with capital letters but which are not expressly defined herein shall have the corresponding meanings given to those words and phrases in the Expedited SAVO Protocol Order (Fort Saskatchewan Duplexes).

3. The real property to which this Sale Endorsement Certificate pertains (the “**Subject Real Property**”) is legally described as follows:

____
____
____
____

4. The following is a list of all Subsequent Encumbrances which have been registered against the Certificate(s) of Title to the Subject Real Property subsequent to the Encumbrance Record Date:

____

____

____

____

5. The Monitor hereby certifies to this Court that the Proposed Transaction has been approved in writing by the Interim Lender and the holder of the First Charge Encumbrances (as defined in the ARIO) registered against the Subject Real Property.

6. The Monitor hereby certifies to this Court that the Proposed Transaction is for the Proposed Sale of one or more of the Fort Saskatchewan Duplexes for a sale price equal to or greater than the Satisfactory Market Value – Fort Sask Duplexes described in the Confidential Zapernick Affidavit and the Monitor approves the Proposed Transaction.
DATED at Edmonton, Alberta this _____ day of __________, 2023

Ernst & Young Inc., in its capacity as Monitor of the undertakings, property and assets of J.W. Carr Holdings Ltd. and not in its personal capacity.

Per:____________________________

Name:

Title:

COURT FILE NUMBER	2303 06543
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE OF	EDMONTON
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
APPLICANTS:	J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
DOCUMENT	**<u>APPROVAL AND VESTING ORDER</u>**
CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	**MLT AIKINS LLP** Suite 2200, 10135 – 101st Street NW Edmonton, AB T5J 3G1 Solicitor: Jeffrey M. Lee, K.C. / Mandi Deren-Dubé Telephone: (306) 975-7136 / (780) 969-3518 Facsimile: (306) 975-7145 / (780) 969-3549 Email: jmlee@mltaikins.com / mderendube@mltaikins.com File Number: 159371.8
DATE ON WHICH ORDER WAS PRONOUNCED:	
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice J.T. Neilson
LOCATION OF HEARING:	Edmonton, Alberta

UPON the application of **J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.** (collectively, the "**Applicants**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the PSA (as defined herein) appended to the Affidavit of Marjorie Carr, sworn [NTD: DATE] (the "[NTD: NUMBER] **Carr Affidavit**"), vesting in the purchaser, [NTD: NAME] (or its nominee) (the "**Purchaser**") all right, title and interest of J.W. Carr Holdings Ltd. ("**JW Carr Holdings**") in or to the Purchased Assets (as hereinafter defined);

AND UPON having read the Initial Order of the Honourable Justice J.J. Gill granted in these proceedings on April 19, 2023 (the "**Initial Order**"); the Amended and Restated Initial Order of the Honourable Justice J.T. Neilson granted in these proceedings on April 26, 2023 (the "**ARIO**"); the Sales and Investment Solicitation Process Order of the Honourable Justice J.T. Neilson granted in these proceedings on April 26, 2003 (the "**SISP Order**"); the Order (Expedited Sale Approval and Vesting Order Protocol) (Fort Saskatchewan Duplexes) of the Honourable Justice J.T. Neilson granted in these proceedings on May 23, 2023 (the "**Expedited SAVO Protocol Order (Fort Saskatchewan Duplexes)**"), the [NTD: NUMBER] Carr Affidavit and the Monitor's Sale Endorsement Certificate No. [NTD];

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Pursuant to the Expedited SAVO Protocol Order (Fort Saskatchewan Duplexes), service of a notice of application for this order is hereby dispensed with and this application is properly returnable today.

DEFINED TERMS

2. Capitalized terms used herein but not otherwise defined shall have the same meaning as given to such terms in the [NTD: NUMBER] Carr Affidavit.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the Purchase and Sale Agreement dated [NTD: DATE] between JW Carr Holdings and the Purchaser (the "**PSA**") by JW Carr Holdings is hereby authorized and approved, with such minor amendments as JW Carr Holdings may deem necessary. JW Carr Holdings and/or the Monitor are 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

4. In this Order, the Purchased Assets are the following:

____
____
____
____

(the “**Purchased Assets**”).

5. Upon delivery of a Monitor’s certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the “**Monitor’s Closing Certificate**”), all right, title and interest of JW Carr Holdings in and to 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, 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 Initial Order or the ARIO;

(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 “B”** 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 “C”** (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 Monitor'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 Monitor'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 be and is hereby authorized, requested, and directed to forthwith:

(i) cancel existing Certificates of Title No. [NTD: TITLE NUMBER] for those lands and premises municipally described as [NTD: CIVIC ADDRESS], Fort Saskatchewan, Alberta, and legally described as:

____
____
____
____

(the "**Lands**")

(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, [NTD: NAME OF PURCHASER OR NOMINEE];

(iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "C"**, 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 "C"**; and

(iv) discharge and expunge the Encumbrances listed in **Schedule "B"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the PSA against the existing Certificate of Title to the Lands;

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 PSA. Presentment of this Order and the Monitor'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 Applicants and the Monitor of the PSA.

9. Upon delivery of the Monitor'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 Applicants or by the Monitor in its capacity as Monitor of JW Carr Holdings and not in its personal capacity.

10. The lawyer for JW Carr Holdings shall distribute the sale proceeds as follows:

(a) by paying the reasonable professional fees and disbursements of legal counsel for JW Carr Holdings for its work solely relating to the closing of the Transaction;

(b) by paying the amount owing to the municipality in which the Purchased Assets are located with respect to municipal property taxes, assessments, penalties and interest and any other overdue charges owing to the said municipality with respect to the Purchased Assets, ranking prior to the Mortgage held by [NTD: NAME OF MORTGAGEE] (the "**Subject Mortgage**"), if any;

(c) by paying to Canada Revenue Agency, the amount of any Goods and Services Tax ("**GST**") payable as a result of the sale transaction approved by this Order, if any;

(d) by paying the real estate commission and the GST thereon to the Selling Agent appointed pursuant to the SISP Order to market the Purchased Assets;

(e) by paying to [NAME OF MORTGAGEE] (the "**Subject Mortgagee**") any amounts owing under and pursuant to the Subject Mortgage, to be credited toward the amounts owing to the Subject Mortgagee, subject to:

(i) verification by the Monitor of the indebtedness owing to the Subject Mortgagee; and

(ii) the Monitor obtaining a legal opinion from its independent legal counsel that the security on the Purchased Assets held by the Subject Mortgagee is valid and enforceable; and

(f) by paying the remainder, if any, to the Monitor, to be held in trust until further Order of this Court.

11. 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 Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor’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.

12. Except as expressly provided for in the PSA, 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 Applicants (including, without limitation, JW Carr Holdings).

13. Upon completion of the Transaction, JW Carr Holdings and all persons who claim by, through or under JW Carr Holdings 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).

14. 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 JW Carr Holdings, or any person claiming by, through or against JW Carr Holdings.

15. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Applicants (including, without limitation, JW Carr Holdings) or the Monitor in respect of the Purchased Assets.

16. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

17. 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 JW Carr Holdings, and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of JW Carr Holdings; 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 JW Carr Holdings and shall not be void or voidable by creditors of JW Carr Holdings, 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.

18. The Applicants, the Monitor, 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.

19. 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 Monitor 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 Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

20. 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;

        (ii) any other person served with notice of the application for this Order;

        (iii) the Purchaser or the Purchaser's solicitors.

    and service on any other person is hereby dispensed with.

21. 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 King's Bench of Alberta

APPENDIX 'B' to
Expedited SAVO Protocol Order
(Fort Saskatchewan Duplexes)

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER	2303 06543	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.	
APPLICANTS	J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.	
DOCUMENT	**MONITOR'S CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Suite 2200, 10135 – 101st Street NW Edmonton, AB T5J 3G1 Solicitor: Jeffrey M. Lee, K.C. / Mandi Deren-Dubé Telephone: (306) 975-7136 / (780) 969-3518 Facsimile: (306) 975-7145 / (780) 969-3549 Email: jmlee@mltaikins.com / mderendube@mltaikins.com File Number: 159371.8	

RECITALS

1. Pursuant to an Initial Order of the Honourable Justice J.J. Gill of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated April 10, 2023 and an Amended and Restated Initial Order of the Honourable Justice J.T. Neilson of the Court dated April 26, 2023, Ernst & Young Inc. was appointed as the monitor (the "**Monitor**") of the undertakings, property and

assets of J.W. Carr Holdings Ltd., Spruce Grove Industrial Park Inc., 272649 Alberta Ltd., 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd. and 627612 Alberta Ltd. (the "**Applicants**").

2. Pursuant to an Order of the Court dated [NTD: DATE]**,** the Court approved the agreement of purchase and sale (the "**PSA**") of certain real property of J.W. Carr Holdings Ltd. ("**JW Carr Holdings**") between JW Carr Holdings and [NTD: NAME OF PURCHASER] (the "**Purchaser**") and provided for the vesting in the Purchaser of all right, title and interest of JW Carr Holdings in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets and (ii) the Transaction has been completed to the satisfaction of the Monitor.

3. Unless otherwise indicated herein, capitalized terms have the meanings set out in the PSA:

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Applicants have received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the PSA; and

2. The Transaction has been completed to the satisfaction of the Monitor.

3. This Certificate was delivered by the Monitor at _________[Time] on _____________[Date].

Ernst & Young Inc., in its capacity as Monitor of the undertakings, property and assets of J.W. Carr Holdings Ltd. and not in its personal capacity.

Per:____________________________

Name:

Title:

Schedule "B"

Encumbrances

Instrument No.	Registration Date	Registration

Schedule "C"

Permitted Encumbrances

Instrument No.	Registration Date	Registration