COURT FILE NUMBER:	2303 01855
COURT:	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE:	EDMONTON
PLAINTIFF:	BANK OF MONTREAL
DEFENDANTS:	1194038 ALBERTA LTD. and ALAN DOBISH also known as ALLAN DOBISH
DOCUMENT:	**ORDER** **(Approval of Sales Solicitation Process, Stalking Horse Term Sheet and Receiver's Conduct and Activities)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	**WITTEN LLP** Barristers & Solicitors Suite 2500, Canadian Western Bank Place 10303 Jasper Avenue Edmonton, AB T5J 3N6 Solicitors for Ernst & Young Inc in its capacity as Receiver of 1194038 Alberta Ltd. ATTN: Bren R. Cargill FILE: 133281-2/BRC PHONE: (780) 428-0501 FAX: (780) 429-2559
DATE ORDER WAS PRONOUNCED:	June 12, 2023
LOCATION ORDER WAS PRONOUNCED:	Law Courts, 1A Sir Winston Churchill Square, Edmonton, AB
NAME OF JUSTICE WHO MADE THIS ORDER:	Justice J. S. Little

UPON the application of Ernst & Young Inc. in its capacity as receiver and manager (the "**Receiver**") of all the current and future assets, undertakings, properties whatsoever and wherever situate of 1194038 Alberta Ltd. (the "**Debtor**") for an order, among other things, approving the binding term sheet (as amended, the "**SH Term Sheet**") between 2262576 Alberta Ltd. (the "**SH

Bidder") and the Receiver, dated June 5, 2023 as attached as Schedule "D" to the First Report of the Receiver, dated June 5, 2023 (the "**First Report**"), and approving the proposed sales solicitation process ("**SH Process**") attached as Schedule "D" to the First Report and as amended on June 19, 2023, as Schedule "A" hereto;

AND UPON having reviewed the Receivership Order granted by the Honourable Madam Justice J. Fagnan on March 14, 2023, and the Order Declining Stay and Amendment to Receivership Order granted by the Honourable Madam Justice J. Fagnan on March 21, 2023 (collectively the "**Receivership Order**"), the First Report, including the Confidential Supplement thereto, and the Affidavit of Service, filed; **AND UPON** hearing from counsel for the Receiver and any other interested party;

IT IS HEREBY ORDERED 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.

STAY OF THE SH PROCESS

2. The earliest commencing date for the SH Process (as defined herein) shall be July 3, 2023.

3. The SH Process shall be stayed until July 31, 2023, if 1194038 Alberta Ltd. makes payment to the solicitors for the Receiver in the amount of $125,000.00 (the "Payment") no later than 4:00 pm on June 30, 2023. The Payment shall serve as a deposit for the Break Fee (as defined in the SH Process). The Payment shall be refundable to 1194038 Alberta Ltd. in the event that the SH Process is implemented at any time following the Receiver's receipt of the Payment. In the event that the indebtedness of the Debtor is redeemed prior to July 31, 2023, the Payment will be paid to the SH Bidder as the Break Fee.

4. Notwithstanding paragraphs 2 and 3 of this Order, 1194038 Alberta Ltd. may consent to the commencement of the SH Process at any time following the pronouncement of this Order.

APPROVAL OF STALKING HORSE TERM SHEET AND SSP

5. The SH Term Sheet is hereby approved and the execution of the SH Term Sheet by the Receiver is hereby authorized and approved, and the Receiver is authorized and directed

to take such additional steps and execute such additional documents and make sure minor amendments to the SH Term Sheet as may be necessary or desirable for the completion of the terms of the SH Term Sheet, in all cases subject to the terms of this Order.

6. The Break Fee as defined in the Stalking Horse Term Sheet is hereby approved and the Receiver is authorized and directed to pay the Break Fee in the manner and circumstances described therein.

7. The sales solicitation process ("**SH Process**") attached hereto as **Schedule "A"**, is hereby approved. The Receiver is hereby authorized and directed to implement the SH Process and do all things as are reasonably necessary to conduct and give full effect to the SH Process and carry out its obligations thereunder.

8. In connection with the SH Process and pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Receiver is authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers or offerors and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more transactions (each, a "**Transaction**"). Each prospective purchaser or offeror to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Receiver; (ii) destroy all such information; or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver or ensure that other personal information is destroyed.

9. In the event no Superior Offers are received in the SH Process or if the SH Bidder is the Successful Bidder in the SH Process, the Receiver is authorized and directed to file the Receiver's Certificate substantially in the form attached hereto as **Schedule "B"** (the "**Receiver's SSP Certificate**") certifying that no Superior Offers were received in the SH Process or, in the alternative, that the SH Bidder is the Successful Bidder in the SH Process

and that, as a result, the Receiver is proceeding to close the transaction detailed in the SH Term Sheet, and serve the Receiver's SSP Certificate on the Service List established in these proceedings and on all Qualified Bidders (as defined in the SH Process) which participated in the SH Process.

10. Following the filing and service of the Receiver's SSP Certificate in accordance with paragraph 6 above, the Receiver is hereby authorized and empowered to close the transactions detailed in the SH Term Sheet including, but not limited to, filing the Receiver's Certificate appended at Schedule A to the SH SAVO granted by this Honourable Court concurrent with this Order.

11. In the event a Superior Bid is received in the SH Process, the Receiver shall be at liberty to apply for an Order vesting title to the Purchased Assets in the name of the Successful Bidder in accordance with, and as defined in, the SSP.

APPROVAL OF CONDUCT AND ACTIVITIES

12. The actions, conduct and activities of the Receiver, including the Receiver's receipts and disbursements, as reported in the First Report are hereby approved.

MISCELLANEOUS

13. Service of this Order shall be deemed good and sufficient by:

    (a) Serving the same on:

        (i) the persons listing on the service list created in these proceedings;

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

        (iii) any other parties attending or represented at the application for this Order; and

    (b) Posting a copy of this Order on the Receiver's website at: https://documentcentre.ey.com/#/detail-engmt?eid=518; and

    (c) 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.

____

JUSTICE OF THE COURT OF KING'S BENCH OF ALBERTA

APPROVED AS TO FORM AND CONTENT:

WITTEN LLP

Per:__________________________________
Bren R. Cargill,
Counsel for Ernst & Young Inc. in its Capacity as Receiver and Manager of 1194038 Alberta Ltd.

SHAREK LOGAN & VAN LEENEN LLP

Per:__________________________________
Amber Poburan,
Counsel for 1194038 Alberta Ltd.

MILLER THOMSON LLP

Per:__________________________________
Susy Trace,
Counsel for the Bank of Montreal

REYNOLDS MIRTH RICHARDS AND FARMER LLP

Per:__________________________________
Paul Greep,
Counsel for 2262576 Alberta Ltd.

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Per:____________________________
Amber Poburan,
Counsel for 1194038 Alberta Ltd.

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Counsel for 1194038 Alberta Ltd.

MILLER THOMSON LLP

Per:________________________________
Susy Trace,
Counsel for the Bank of Montreal

REYNOLDS MIRTH RICHARDS AND FARMER LLP

Per:________________________________
Paul Greep,
Counsel for 2262576 Alberta Ltd.

SCHEDULE "A"

Sales Solicitation Process

1194038 ALBERTA LTD. by and through their Court-appointed receiver and manager, Ernst & Young Inc., not acting in its personal or corporate capacity

and

2262576 ALBERTA LTD.

AGREEMENT OF PURCHASE AND SALE

June 19, 2023

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SCHEDULES

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE dated as of June 19, 2023,

BETWEEN:

> **1194038 ALBERTA LTD.** by and through their Court-appointed receiver and manager, Ernst & Young Inc., not acting in its personal or corporate capacity (the "**Vendor**")

- and -

2262576 Alberta Ltd. (the "**Purchaser**")

WHEREAS:

A. On March 14, 2023, on the application of the Bank of Montreal, Ernst & Young Inc. (the "**Receiver**") was appointed as the Receiver of all of the current and future assets, undertakings and properties, including all proceeds thereof, of the Defendant, 1194038 Alberta Ltd. ("**119 Alberta**"), by Order pronounced March 14, 2023, and amended by a further Order pronounced on March 20, 2023 (collectively the "**Receivership Order**").

B. 119 Alberta made an application for a stay of the March 14, 2023, Order of Justice J. Fagnan pending a potential appeal (the "**Stay Application**"). Justice Fagnan heard the Stay Application on March 17, 2023 and denied 119 Alberta's requested relief of a stay of proceedings giving her decision on March 20, 2023.

C. The Vendor has determined that it is in the best interests of the creditors and stakeholders of the Vendor to conduct a Sales Process pursuant to which potential offerors may submit offers to purchase the assets of the receivership ("**Receivership Assets**"), namely, the property located at 10103 175 Street NW, Edmonton, Alberta (the "**Property**");

D. The Purchaser, subject to: (i) the Court Approvals; (ii) completion of the Sales Process; and (iii) determination by the Vendor that none of the offers made by Third Parties pursuant to the Sales Process constitutes a Superior Offer resulting in a Successful Offer; has agreed to make a "stalking horse bid" to purchase, and the Vendor has agreed to sell, transfer and assign to the Purchaser, all of the Vendor's Interest in and to the Property, on the terms and conditions set forth herein.

NOW THEREFORE, this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party to the other, the Parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

(a) "**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person. For the purposes of this definition, "control" (including with correlative meanings, controlling, controlled by and under common control with) means the power to direct or cause the direction of the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation or partnership, control shall mean direct or indirect ownership of more than 50% of the voting shares in any such corporation or of the general partnership interest or voting interest in any such partnership;

(b) "**Agreement**" means this agreement of purchase and sale and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;

(c) "**Applicable Law**" means, in respect of any Person, asset, transaction, event or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction (including the common law); (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;

(d) "**Approval and Vesting Order**" means an order of the Court approving the Transaction in accordance with the provisions of this Agreement, and vesting all of the Vendor's Interest in and to the Property in the Purchaser, such order to be substantially in the form attached hereto as Schedule 1.1(a) together with such modifications and amendments to such form as may be approved by the Vendor and the Purchaser, acting reasonably;

(e) "**Assignment and Assumption Agreement**" means an assignment and assumption agreement evidencing the assignment to the Purchaser of the Vendor's Interest in, to and under the Assumed Contracts and the assumption by the Purchaser of all of the Assumed Liabilities under or in respect of the Assumed Contracts, substantially in the form attached hereto as Schedule 1.1(b);

(f) "**Assumed Contracts**" means those contracts, agreements, easements, restrictions, leases and permits related to the Property which are described in Schedule 1.1(c);

(g) "**Assumed Environmental Liabilities**" means all Environmental Liabilities arising or accruing before, on or after the Closing Date and related to or in connection with the Property;

(h) "**Assumed Liabilities**" means, collectively, all liabilities and obligations arising from the possession, ownership and/or use of the Property including all Assumed Environmental Liabilities and Assumed Obligations;

(i) "**Assumed Obligations**" has the meaning ascribed to that term in Section 2.4;

(j) "**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday in the Province of Alberta;

(k) "**Claim**" means any right, claim, cause of action or complaint of any Person that may be asserted or made in whole or in part against the Vendor, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right, claim, cause of action or complaint is executory or anticipatory in nature;

(l) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's Interest in and to the Property and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;

(m) "**Closing Cash Payment**" has the meaning ascribed to that term in Section 3.3(b);

(n) "**Closing Date**" means the date on which Closing occurs, being the date that is the 10th Business Day following the date upon which all conditions in Sections 12.1, 12.2 and 12.3 have been satisfied or waived, *provided, however*, that the Closing Date shall not be later than the Outside Date, *and provided further,* that if the land registry office in which title to the Lands is registered is not open for business on such date, the Closing Date shall be the next day on which such land registry office is open;

(o) "**Confidentiality Agreement**" means the confidentiality agreement among the Vendor and the Purchaser returned by the Purchaser to the Vendor on May 12, 2023;

(p) "**Consequential Damages**" has the meaning ascribed to that term in Section 15.5;

(q) "**Court**" means the Court of King's Bench of Alberta, Judicial Centre of Edmonton;

(r) "**Court Approval**" means the issuance of the Approval and Vesting Order by the Court approving the sale of the Property;

(s) "**Court Orders**" means, collectively, the Receivership Order, the Sales Process Order, and the Approval and Vesting Order;

(t) "**Cure Costs**" means, in respect of any Assumed Contract, all amounts, costs and expenses required to be paid to remedy all of the Vendor's monetary defaults in relation to the Assumed Contracts or otherwise required to secure a counterparty's or any other necessary Person's consent to the assignment of an Assumed Contract or as may be required pursuant to the Approval and Vesting Order, and includes any other fees and expenses required to be paid to a counterparty or any other Person in connection with the assignment of an Assumed Contract;

(u) "**Deposit**" has the meaning ascribed to that term in Section 3.2;

(v) "**Encumbrances**" means any pledges, liens, encumbrances, claims, charges, options or other security interests of any kind or other agreement or arrangement having the effect of conferring security;

(w) "**Environmental Laws**" means all statutes, regulations, ordinances, by-laws, and codes, now or hereafter in existence in Canada (whether federal, provincial or municipal) relating to the protection and preservation of the environment, occupational health and safety, transportation of dangerous goods or hazardous substances, including, without limitation, the *Environmental Protection and Enhancement Act* (Alberta), as amended, replaced, or restated from time to time;

(x) "**Environmental Liabilities**" means all claims, Liabilities, damages or expenses (whether accrued, actual, contingent, latent or otherwise), whenever arising, which relate to the Property, or arise from or in connection with past, present or future operations in respect thereof or which relate to or are associated with the environment, including, without limitation, Liabilities related to or arising from:

  (i) the non-compliance with, the breach of or any liability under the applicable Environmental Laws;

  (ii) presence, transportation, storage, use or disposal of toxic or hazardous substances;

  (iii) release, spill, escape, emission, leak, discharge, migration or dispersal of toxic or hazardous substances;

  (iv) removal, assessment, monitoring, sampling, response, abatement, clean-up, investigation, reporting of pollution or contamination of, or damage or other adverse effects to the environment; and

  (v) Remediation and Reclamation Obligations,

including, without limitation, liabilities to compensate Third Parties for damages and Liabilities resulting from the items described in (i) through (v) above and, for purposes of this Agreement, "the environment" includes, without limitation, the air, the surface and subsurface of the earth, bodies of water (including, without limitation, rivers, streams, lakes, aquifers, groundwater) and plant and animal life (including humans);

(y) "**Excluded Contract**" means all contracts of 1194038 Alberta Ltd. relating to the Property which are not Assumed Contracts and all Unassignable Contracts for which the required consent to assignment has not been obtained pursuant to Section 2.3(a);

(z) "**Final Order**" means an order of the court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;

(aa) "**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Property or this Transaction;

(bb) "**GST**" means taxes, interest, penalties and other additions thereto imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder;

(cc) "**GST Legislation**" means such act and regulations collectively;

(dd) "**Lands**" means those lands described in Schedule 1.1(d) attached hereto;

(ee) "**Lease(s)**" has the meaning ascribed to that term in Section 11.3;

(ff) "**Legal Proceeding**" means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;

(gg) "**Liabilities**" means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority, and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis);

(hh) "**Notice Period**" has the meaning ascribed to that term in Section 9.2(b);

(ii) "**Outside Date**" means September 15, 2023 or such other date as the Parties may mutually agree;

(jj) "**Parties**" means, collectively, the Purchaser and the Vendor, and "**Party**" means any one of them;

(kk) "**Permitted Encumbrances**" means the Encumbrances set forth in Schedule 1.1(e) attached hereto;

(ll) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executory, Governmental Authority, or other entity however designated or instituted;

(mm) "**Property**" has the meaning ascribed to that term in the recitals hereto;

(nn) "**Purchase Price**" has the meaning ascribed to that term in Section 3.1;

(oo) "**Purchaser**" has the meaning ascribed to that term in the preamble hereto;

(pp) "**Purchaser's Solicitors**" means Reynolds Mirth Richards & Farmer LLP

(qq) "**Receivership Assets"** has the meaning ascribed to that term in the recitals hereto;

(rr) **"Receivership Order"** has the meaning ascribed to that term in the recitals hereto;

(ss) "**Receivership Proceedings**" means the proceedings commenced pursuant to the Receivership Order;

(tt) "**Remediation and Reclamation Obligations**" means all obligations to dismantle, decommission, abandon, remediate, restore and reclaim the surface or subsurface of lands associated with the Property, all as may be required in accordance with all applicable Environmental Laws;

(uu) "**Representative**" means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, consultant, contractor, professional advisor and other representative of such Person and its Affiliates;

(vv) "**Sales Process**" means the sales solicitation process to be approved by the Court in relation to the Property, the procedure for which is described in the Stalking Horse Procedure;

(ww) "**Sales Process Order**" means the order of the Court to be sought by the Vendor, establishing among other things, the Sales Process;

(xx) "**Stalking Horse Procedure**" means the procedure to be followed with respect to the Sales Process, substantially in the form attached as Schedule 1.1(iii), and to be approved by the Sales Process Order;

(yy) "**Statement of Adjustments**" has the meaning ascribed to that term in Section 4.1;

(zz) "**Successful Offer**" has the meaning ascribed to that term in the Stalking Horse Procedure;

(aaa) "**Superior Offer**" has the meaning ascribed to that term in the Stalking Horse Procedure;

(bbb) "**Tax**" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any applicable federal, provincial, territorial, municipal and local, foreign, or other statutes, ordinances or regulations imposing a tax, including income, capital, capital gains, goods and services, sales, use, consumption, excise, value added (including GST and any Harmonized Sales Tax), business, real property, personal property, transfer, franchise, withholding, payroll, or employer health taxes, Canada Pension Plan contributions, employment insurance premiums, and provincial workers' compensation payments, levy, assessment, whether computed on a separate, combined, unitary, or consolidated basis or any other manner, including any interest, penalties and fines associated therewith;

(ccc) "**Third Party**" means any Person who is not a Party;

(ddd) "**Third Party Claim**" means any Claim by a Third Party asserted against 1194038 Alberta Ltd.for which the Purchaser has indemnified the Vendor or is otherwise responsible pursuant to this Agreement;

(eee) "**Transaction**" means the transaction for the purchase and sale of the Property as contemplated in this Agreement;

(fff) "**Transfer Taxes**" means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Property, including GST;

(ggg) "**Unassignable Contracts**" has the meaning ascribed to that term in Section 2.3(a);

(hhh) "**Vendor**" has the meaning ascribed to that term in the preamble hereto;

(iii) "**Vendor's Interest**" means, when used in relation to any asset, undertaking or property, all the right, title and interest, if any, of 1194038 Alberta Ltd. in such asset, undertaking or property but shall not include the Excluded Contracts; and

(jjj) "**Vendor's Solicitors**" means Witten LLP or such other firm or firms of solicitors as are retained or engaged by the Vendor from time to time and notice of which is provided to the Purchaser.

1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

(a) All references to monetary amounts, unless indicated to the contrary, are to the lawful currency of Canada.

(b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.

(c) The word "include" and "including" and derivatives thereof shall be read as if followed by the phrase "without limitation".

(d) The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.

(e) The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation hereof.

(f) Reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified.

(g) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.

(h) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.

(i) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.

(j) Reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof.

(k) References to an Applicable Law means such Applicable Law as amended from time to time and includes any successor Applicable Law thereto any regulations promulgated thereunder.

1.3 Schedules

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule 1.1(a)	Form of Approval and Vesting Order
Schedule 1.1(b)	Form of Assignment and Assumption Agreement
Schedule 1.1(c)	Assumed Contracts
Schedule 1.1(d)	Lands
Schedule 1.1(e)	Permitted Encumbrances
Schedule 2.1(a)	Stalking Horse Procedure
Schedule 2.1(b)	Stalking Horse Term Sheet

1.4 Interpretation if Closing Does Not Occur

If Closing does not occur, each provision of this Agreement that presumes that the Purchaser has acquired the Property shall be construed as having been contingent upon Closing having occurred.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price and the assumption of the Assumed Liabilities, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, all of the Vendor's Interest in and to the Property, in each case free and clear of all Encumbrances (other than Permitted Encumbrances).

2.2 Transfer of Property and Assumption of Liabilities

Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and Vendor's Interest in the Property shall transfer to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfil all obligations and liabilities, known or unknown, of 1194038 Alberta Ltd. with respect to the Property (including the Assumed Liabilities), from and after the Closing Date.

Repairs relating to HVAC repairs being completed by Hydro Flo will be the responsibility of the Receiver as reference in Section 7.1.

2.3 Assignment of Assumed Contracts and Third Party Consents

(a) In the event that there are any Assumed Contracts which are not assignable by the Vendor to the Purchaser in whole or in part without the consent, approval or waiver of any party or parties to them, if any such consents, approvals or waivers therefor have not yet been obtained as of the Closing Date (any such Assumed Contracts, collectively, the "**Unassignable Contracts**"), then:

(i) each of the Parties shall use reasonable commercial efforts to obtain, as may be required by the terms of such Assumed Contracts, consents or approvals to the assignment of such Assumed Contracts; provided that to the extent that any Cure Costs are payable with respect to any Assumed Contract, the Purchaser shall be solely responsible for and shall pay all such Cure Costs, which shall be paid either directly to the applicable counterparty or to the Vendor (or to the Vendor's Solicitors) at or prior to Closing, which Cure Costs shall be in addition to the Purchase Price for the Property;

(ii) pending the effective transfer or assignment of the relevant Unassignable Contracts, the Vendor shall hold the rights, entitlements, benefits, remedies, duties and obligations under such Unassignable Contracts in trust for the exclusive benefit of the Purchaser as bare trustee and agent;

(iii) the Vendor will, at the request and expense of the Purchaser, in the name of the Vendor or otherwise as the Purchaser shall reasonably specify, take all such reasonable actions and do all such reasonable things as shall, in the sole opinion of the Vendor, be necessary or desirable in order that the rights, entitlements, benefits, remedies, duties and obligations of the Vendor under any such Unassignable Contract may be enjoyed, received or performed, as the case may be, in accordance with the terms of such Unassignable Contract, including that all monies receivable under such Unassignable Contract may be received by the Purchaser and that all rights and licenses under such Unassignable Contracts may be exercised by the Purchaser;

(iv) the Vendor shall, no later than 60 days after receipt of funds and determination of all application costs or expenses, pay over to the Purchaser all such monies collected by the Vendor in respect of such Unassignable Contracts following the Closing Date, net of any unpaid related costs or expenses (including any Taxes that are payable in respect of the receipt of such amounts);

(v) to the extent permitted by the applicable Unassignable Contract:

(A) the Purchaser will pay, perform and discharge the duties and obligations under such Unassignable Contract, on behalf of the Vendor, until such time as the effective transfer or assignment of the relevant Unassignable Contracts to the Purchaser; and

(B) the Vendor will use commercially reasonable efforts to exercise the rights, entitlements, benefits and remedies under such Unassignable Contracts, on behalf of the Purchaser until such time as the effective transfer or assignment of the relevant Unassignable Contracts to the Purchaser, or such Unassignable Contracts expire or otherwise terminate;

(vi) the Vendor shall have no liability as a consequence of the Vendor taking any action or causing anything to be done under this Section 2.3, and the Purchaser shall be responsible and liable for, and, as a separate covenant, shall hereby indemnify and save harmless the Vendor all costs and expenses reasonably incurred by the Vendor as a consequence of or in connection with this Section 2.3; and

(vii) the Vendor shall maintain its existence, and shall continue to be licensed, registered or otherwise qualified and authorized to conduct its affairs and carry on business as is necessary to fulfill its obligations as set out in this Section 2.3 until the earlier of the expiry or assignment of the last Unassignable Contract; *provided, however*, that the Vendor's obligations under this Section 2.3 shall expire and terminate and cease to be in effect on the date that is 10 Business Days following Closing, at which time all Unassignable Contracts for which required consent is required for the assignment of such Unassignable Contract which has not been obtained by such date shall be deemed to be an Excluded Contract under this Agreement, without any adjustment of any kind whatsoever to the Purchase Price.

(b) Nothing in this Agreement shall constitute an agreement to assign, and shall not be construed as an assignment of, or an attempt to assign to the Purchaser, any Unassignable Contract until such time as the necessary consents or approvals with respect to the assignment are obtained.

(c) It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all Cure Costs, financial assurances, deposits or security that may be required by Governmental Authorities or any Third Parties to permit the transfer of the Property, including the Assumed Contracts, to the Purchaser.

(d) Notwithstanding the generality of Section 2.3(c), the Purchaser shall, prior to Closing, post or satisfy all necessary security, deposits, letters of credit, guarantees or other financial assurances necessary to take possession of the Property and to satisfy the security required by the Assumed Contracts.

2.4 Assumed Liabilities and Assumed Obligations

Following Closing, the Purchaser shall assume, perform, discharge and pay when due all of the Assumed Liabilities, including the obligations and liabilities of the Vendor related to the development of the Property arising pursuant to the Assumed Contracts (collectively, the "**Assumed Obligations**"). For greater certainty, the Purchaser acknowledges and agrees that the Assumed Obligations and the Assumed Liabilities are inextricably linked to the Property.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price

The consideration payable by the Purchaser for the Property shall be the sum of Four Million Three Hundred and Seventy-Five Thousand Dollars ($4,375,000.00) (the "**Purchase Price**"). The Purchase Price shall be satisfied in accordance with Section 3.3, and subject to adjustment only as set forth in Article 4. The Purchaser and Vendor acknowledge and agree that the Purchase Price reflects the fair market value of the Property as of the Closing Date, having due regard to the Assumed Liabilities connected to and embedded in the Property that depress the value of the Property.

3.2 Deposit

(a) The sum of $656,250.00 has been paid by method of bank draft by the Purchaser to the Vendor (the "**Deposit**").

(b) If this Agreement is terminated:

(i) (A) pursuant to Section 14.1(a) by mutual agreement of the Parties, or (B) pursuant to Sections 14.1(b), 14.1(c), or 14.1(d) by the Purchaser, then the Deposit shall be returned to the Purchaser; or

(ii) for any other reason, the full amount of the Deposit shall be forfeited to the Vendor,

and, subject to Section 14.2, each Party shall be released from all obligations and liabilities under or in connection with this Agreement. In the event of termination of this Agreement under Section 3.2(b)(ii) pursuant to which the Vendor shall be entitled to the Deposit, the Parties agree that the amount of the Deposit constitutes a genuine pre-estimate of liquidated damages representing the Vendor's Liabilities as a result of Closing not occurring. The Purchaser hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Vendor's damages.

3.3 Satisfaction of the Purchase Price

At Closing, the Purchase Price shall be paid and satisfied as follows:

(a) as to the amount of the Deposit, by crediting and setting-off the Deposit against the amount of the Purchase Price by an amount equal to the Deposit; and

(b) as to the balance of the Purchase Price (as adjusted pursuant to Article 4, the "**Closing Cash Payment**"), the Purchaser shall pay to the Vendor or the Vendor's Solicitors (in trust for and on behalf of the Vendor) such amount by certified cheque, bank draft or electronic wire transfer as the Vendor determines in its sole discretion.

ARTICLE 4
ADJUSTMENTS

4.1 Statement of Adjustments

The Vendor shall prepare and deliver to the Purchaser at least five Business Days prior to Closing a statement setting forth the Vendor's good faith calculation of the adjustments to the Purchase Price contemplated by this Article 4 (the "**Statement of Adjustments**"). The Statement of Adjustments shall be used to calculate the Purchase Price payable at Closing in accordance with Section 3.3, and shall be deemed final and binding for all purposes in connection with the adjustments contemplated by this Article 4.

4.2 Pro Rata Adjustments

Items of revenue and expense, including, but not limited to, Taxes (other than Transfer Taxes), insurance and rents with respect to the Property, as would customarily be adjusted for in a similar transaction in Alberta, shall be adjusted between the Purchaser and the Vendor as of 12:01 a.m. on the Closing Date. For clarity, the Statement of Adjustments shall include the Phase 2 Assessment Costs Adjustment, if applicable.

ARTICLE 5
TRANSFER TAXES

5.1 Transfer Taxes

The Parties agree that:

(a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay, and be solely responsible for, any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Property; and

(b) the Purchaser shall indemnify the Vendor for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that the Vendor is required to pay or for which the Vendor may become liable as a result of any failure by the Purchaser to self-assess, pay or remit such Transfer Taxes (including GST in accordance with Section 5.2).

5.2 GST

Notwithstanding the generality of Section 5.1, the Purchaser shall pay to the Vendor or the Vendor's Solicitors by certified cheque, bank draft, solicitor's certified trust cheque or electronic wire transfer on Closing all GST payable in respect of the Transaction in accordance with the GST Legislation. Notwithstanding the foregoing, if the Purchaser is registered under the GST Legislation, then provided that the Purchaser delivers on Closing:

(a) an officer's certificate of the Purchaser confirming that the Purchaser is buying the Property for its own account and not on behalf of any other Person; and

(b) an undertaking and indemnity under which the Purchaser covenants to remit all eligible GST and to indemnify the Vendor against any damages (including any interest or penalties imposed by a Governmental Authority) by reason of the failure of the Purchaser so to do, the Vendor will not collect GST from the Purchaser and the Purchaser will file returns and remit any GST eligible when and to the extent required by the GST Legislation.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

6.1 Vendor's Representations

The Vendor hereby represents and warrants to the Purchaser that:

(a) subject to Court Approval being obtained, the Vendor has taken all necessary corporate or other acts to authorize the execution and delivery by it of this Agreement;

(b) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor and is enforceable against the Vendor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity; and

(c) the Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Vendor.

6.2 Purchaser's Representations

The Purchaser hereby represents and warrants to the Vendor that:

(a) it is, as applicable, a corporation duly incorporated or a limited partnership duly formed and validly subsisting under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction;

(b) it has taken all necessary corporate or other acts to authorize the execution, delivery and performance by it of this Agreement;

(c) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder;

(d) the execution, delivery and performance of this Agreement by the Purchaser does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of this Transaction;

(e) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;

(f) the Purchaser is not a non-Canadian Person within the meaning of the *Investment Canada Act* (Canada) nor a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);

(g) the Vendor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Purchaser;

(h) on the Closing Date, the Purchaser will meet all requirements of Governmental Authorities to purchase and accept a transfer of the Property;

(i) the Purchaser will have the financial resources necessary to pay, as and when due from the Purchaser, the Purchase Price (including the Deposit), the Transfer Taxes, the Cure Costs, its legal fees and expenses, registration costs and any other amounts payable by the Purchaser pursuant hereto; and

(j) the Purchaser has the financial resources necessary to post or satisfy all necessary security, deposits, letters of credit, guarantees or other financial assurances necessary to take possession of the Property and to satisfy the security required by the Assumed Contracts.

6.3 Enforcement of Representations and Warranties

(a) The representations and warranties of the Vendor contained in this Agreement shall merge on Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, the Purchaser hereby releases and forever discharges the Vendor from any breach of any representations and warranties set forth in this Agreement. For greater certainty, none of the representations and warranties of the Vendor contained in this Article 6 shall survive Closing and, the Purchaser's sole recourse for any material breach of representation or warranty by the Vendor shall be for the Purchaser to not complete the Transaction in accordance with this Agreement.

(b) The representations and warranties of the Vendor made herein or pursuant hereto are made for the exclusive benefit of the Purchaser, and the representations and warranties of the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.

(c) The Parties expressly acknowledge and agree that the provisions of this Section 6.3 and the limit on each Party's liability set out in this Section 6.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

ARTICLE 7
"AS IS, WHERE IS" AND NO ADDITIONAL REPRESENTATIONS AND WARRANTIES

7.1 Due Diligence Acknowledgement

The Purchaser acknowledges and agrees that:

(a) it has sole responsibility to perform any inspections it deems pertinent to the purchase of the Property and to be satisfied as to the condition of the Property prior to the Closing Date;

(b) notwithstanding the fact that it was permitted to review any diligence materials and disclosures provided by the Vendor, including the Data Room Information, the Vendor assumes no liability for errors or omissions in such diligence materials and disclosure or any other property listings or advertising, promotional or publicity statements and materials, and makes no representations or warranties in respect thereof;

(c) by entering into this Agreement with the Vendor, the Purchaser shall be deemed to represent, warrant and agree with respect to the Property that:

(i) the Purchaser has or will have inspected the Property and is familiar and satisfied with the physical condition thereof including in respect of the Assumed Environmental Liabilities and has conducted such investigation of the Property as the Purchaser has determined appropriate;

(ii) the Vendor hasn't made any oral or written representation, warranty, promise or guarantee whatsoever to the Purchaser, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the physical condition, operation, or any other matter or thing affecting or related to the Property and/or the offering or sale of the Property;

(iii) the Purchaser has not relied upon any representation, warranty, guarantee or promise or upon any statement made or any information provided concerning the Property made available to the Purchaser by the Vendor;

(iv) The Vendor shall pay for the initial repairs currently being performed on the HVAC by Hydro Flo. These repairs include the replacement of decommissioned roof top units, with an expected completion date of September 1, 2023. Any subsequent repairs or maintenance following the completion of the Hydro Flo work will be the responsibility of the Purchaser, excluding any warranty work provided by Hydro Flo. The Vendor has the right to any repairs under any agreements and/or contracts between the Vendor and Hydro Flo;

(v) the Purchaser has entered into this Agreement after having relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Property and the facts and circumstances related thereto;

(vi) any information provided or to be provided by or on behalf of the Vendor with respect to the Property was obtained from information provided to the Vendor and the Vendor has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information;

(vii) without limiting the generality of the foregoing, the Vendor was not under any obligation to disclose to the Purchaser, and shall have no liability for its failure to disclose to the Purchaser, any information known to it relating to the Property except as may be required by any Applicable Law; and

(viii) the Vendor isn't liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, made or furnished by any real estate broker, agent, employee, or other Person.

7.2 "As Is, Where Is", No Additional Representations

(a) Without limiting any other provision of this Agreement, the Purchaser acknowledges and agrees that it is acquiring the Property on an "as is, where is" and "without recourse" basis with all defects, both patent and latent, and with all faults, whether known or unknown, presently existing or that may hereafter arise. The Purchaser acknowledges and agrees that the Vendor has not made, does not make and specifically negate and disclaim any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property. For greater certainty, but without limitation, except as expressly set forth in this Agreement, the Vendor doesn't make any condition, representation or warranty whatsoever, express or implied, with respect to:

(i) the value, nature, quality or condition of the Property, including the water, soil and geology;

(ii) the income to be derived from the Property, if any;

(iii) the suitability of the Property for any and all purposes, activities and uses which the Purchaser may desire to conduct thereon;

(iv) the compliance of or by the Property or its operation with any Applicable Law (including Environmental Laws);

(v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;

(vi) the validity or enforceability of the Assumed Contracts or the ability to assign any Unassignable Contracts;

(vii) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the purchase of the Property contemplated by this Agreement;

(viii) the manner or quality of the construction or materials, if any, incorporated into the Property;

(ix) the manner, quality, state of repair or lack of repair of the Property, with the exception of the ongoing HVAC repairs as referenced in Section 7.1;

(x) the existence of any view from the Property or that any existing view will not be obstructed in the future;

(xi) the conformity of any plans or specifications for the Property that may be provided to the Purchaser;

(xii) the conformity of the Property to applicable zoning by-law or building code requirements and whether the Property complies with any existing land use or zoning by-laws or regulations, or municipal development agreements or plans;

(xiii) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the Property or any buildings or improvements situated thereon;

(xiv) whether the Property is located in a seismic hazards zone or a flood hazard zone;

(xv) the presence of termites or other pests and any damage to the Property and/or its improvements that may have occurred as a result;

(xvi) the condition of any improvements included in this Agreement;

(xvii) the size and dimensions of the Property, including the aggregate net developable acres;

(xviii) the nature and quantum of the Assumed Liabilities; and

(xix) any other matter with respect to the Property.

(b) The Purchaser acknowledges that the release and disclaimer described in this Article 7 is intended to be very broad and the Purchaser expressly waives and relinquishes any rights or benefits it may have under any Applicable Law designed to invalidate releases of unknown or unsuspected claims.

(c) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor in respect of the Property and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta) (or similar applicable statutes, all as may be amended, repealed or replaced), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

(d) The Purchaser through its Representatives will, upon 3 Business Days prior notice by the Purchaser to the Vendor, be given reasonable access during the Vendor's regular business hours to the Property, which shall, at a minimum, be from 9:00 a.m. – 5:00 p.m. (MST), subject to tenant's rights under the Leases. The Vendor agrees to allow the Purchaser and the Purchaser's Representatives to carry out, at the Purchaser's expense, such tests and inspections as the Purchaser may deem necessary, subject to the limitations contained in the subsequent paragraph hereto. The Purchaser will promptly repair at its cost any damage caused to the Property as a result of such access by the Purchaser or its Representatives, and if the Purchaser fails to do so then the Vendor may effect such repairs and deduct the cost thereof from the Deposit. The Purchaser will indemnify and hold the Vendor harmless from any and all liabilities, actions, costs, damages and liens (including builders' liens) arising from the entry of the Purchaser or its Representatives on the Property.

(e) Notwithstanding anything to the contrary contained herein, the Purchaser shall not be permitted to carry out any intrusive testing or investigations without the prior written consent of the Vendor, which consent shall not be unreasonably withheld or delayed and which testing and investigations shall, at the option of the Vendor, be carried out in the presence of a representative of the Vendor. Furthermore, the Purchaser shall not directly or indirectly contact any of the tenants without providing prior written notice to the Vendor and an opportunity for the Vendor or its representative to be present at any such meeting with a tenant or to participate in any telephone, email or other conversation. The Purchaser shall keep all information obtained from the Vendor in strict confidence and will only make such information available to those Purchaser's Representatives on a need to know basis.

ARTICLE 8
RISK, INSURANCE AND EXPROPRIATION

8.1 Risk

The Property will be at the sole risk and responsibility of the Vendor until the Closing Date, and thereafter at the sole risk and responsibility of the Purchaser.

8.2 Insurance

Any property, liability and other insurance maintained by the Vendor shall not be transferred at Closing and shall remain the responsibility of the Vendor until the Closing Date. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Property in respect of the period from and after 12:01 a.m. on the Closing Date.

8.3 Expropriation

If before the Closing Date:

(a) all or substantially all of the Property is expropriated or seized by any Governmental Authority or any other Person in accordance with Applicable Law or if notice of any such expropriation or seizure shall have been given in accordance with Applicable Law, the Purchaser, in its discretion, acting reasonably, shall have the option, exercisable by notice to the Vendor given prior to the Closing Date to either: (i) complete the Transaction; or (ii) terminate this Agreement as provided in Section 14.1(b); or

(b) if less than all or substantially all of the Property is expropriated or seized by any Governmental Authority or any other Person in accordance with Applicable Law or if notice of any such expropriation or seizure shall have been given in accordance with Applicable Law, the Purchaser shall be required to complete the Transaction, without any reduction or adjustment to the Purchase Price; *provided, however*, that any monetary compensation received by the Vendor in connection with an expropriation or seizure described in this Section 8.3 shall be received by the Vendor in trust for, and paid to the Purchaser.

ARTICLE 9
INDEMNIFICATION

9.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall:

(a) be liable to the Vendor; and

(b) as a separate covenant, indemnify and save harmless the Vendor from and against,

all Liabilities suffered, sustained, paid or incurred by the Vendor in connection with the Property and the Assumed Liabilities on or after the Closing Date; including: (i) all Liabilities attributable to the ownership operation, use, construction or maintenance of the Property; (ii) all Liabilities related to any Unassignable Contracts as contemplated in Section 2.3, including any and all Cure Costs; and (iii) any other Liabilities for which the Purchaser has agreed to indemnify the Vendor pursuant to this Agreement. The Purchaser's indemnity obligations set forth in this Section 9.1 shall survive the Closing Date indefinitely pursuant to Section 15.3.

9.2 Third Party Claims

(a) If the Vendor receives written notice of the commencement or assertion of any Third Party Claim for which the Purchaser is liable (or has otherwise agreed to indemnify the Vendor against) pursuant to this Agreement, the Vendor shall give the Purchaser reasonably prompt notice thereof, but in any event no later than ten days after receipt of such notice of such Third Party Claim. Such notice to the Purchaser shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Liabilities that has been or may be sustained by the Vendor, and a reference to the provisions of this Agreement upon which such claim is based.

(b) The Purchaser may participate in the defence of any Third Party Claim by giving notice to that effect to the Vendor not later than ten days after receiving notice of that Third Party Claim (the "**Notice Period**") so long as: (i) the Purchaser first acknowledges to the Vendor, in writing, liability to the Vendor under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchaser's obligation to indemnify the Vendor pursuant to this Agreement, subject to the Purchaser's right to contest in good faith the Third Party Claim; (ii) the Purchaser has the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and has provided the Vendor with evidence thereof; (iii) the Third Party Claim involves monetary damages; and (iv) the Purchaser participates in the defence of the Third Party Claim actively and diligently. The Purchaser's right to do so shall be subject to the rights of any insurer or other third party who has potential liability in respect of that Third Party Claim. The Purchaser shall pay all of its own expenses of participating in or assuming such defence. In the event that the Purchaser elects to participate in the defence of a Third Party Claim pursuant to this Section 9.2(b), then the Vendor shall cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.

(c) If the Vendor has not received notice within the Notice Period that the Purchaser has elected to participate in the defence of such Third Party Claim in accordance with Section 9.2(b), or if the Purchaser has given such notice but thereafter fails or is unable to participate in the defence of such Third Party Claim actively and diligently, the Vendor may, at its option, elect to settle or compromise the Third Party Claim on terms of its choosing, or assume such defence assisted by counsel of its own choosing, and the Purchaser shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Liabilities suffered or incurred by the Vendor with respect to such Third Party Claim.

9.3 Failure to Give Timely Notice

Notwithstanding that time is of the essence, a failure to give timely notice as provided in this Article 9 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

9.4 No Merger

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

ARTICLE 10
ENVIRONMENTAL MATTERS

10.1 Assumption of Environmental Liabilities

The Purchaser acknowledges that insofar as the environmental condition of the Property is concerned, and without limiting the generality of Section 7.2, it will acquire the Property on an "as is, where is" and "without recourse" basis. The Purchaser acknowledges that it has had or will have the opportunity to inspect and assess the environmental condition of the Property and that it is not relying upon any representation or warranty of the Vendor as to the environmental condition of the Property, Environmental Liabilities or Remediation and Reclamation Obligations. The Purchaser further agrees that, it shall be solely liable and responsible for any and all Liabilities which the Vendor may suffer, sustain, pay or incur, as a result of any matter or thing arising out of, resulting from, attributable to or connected with any Assumed Environmental Liabilities. Once Closing has occurred and without limiting the foregoing, the Purchaser shall be solely responsible for all Assumed Environmental Liabilities, hereby releases the Vendor from any claims the Purchaser may have against the Vendor with respect to all such Assumed Environmental Liabilities, and acknowledges its indemnification obligations described in Article 9. The Purchaser and the Vendor acknowledge and agree that the Environmental Liabilities are future costs and obligations associated with ownership of the Property that are tied and connected to the ownership of the Property such that they are embedded with the Property. The Purchaser acknowledges and agrees that these covenants shall survive Closing.

ARTICLE 11
COVENANTS

11.1 Sale Process

This Agreement shall constitute the Stalking Horse APA for the purposes of the Sales Process (as described in the Stalking Horse Procedure). Provided the Sales Process Order is granted by the Court, the obligation of the Purchaser to purchase the Property, assume the Assumed Liabilities and Assumed Contracts and the obligation of the Vendor to sell the Property pursuant hereto is subject to the Sales Process and the satisfaction of all conditions therein. Notwithstanding the foregoing, the Parties hereby acknowledge and agree as follows:

(a) The Vendor shall prepare all materials and shall as soon as reasonably practicable after execution of this Agreement: (i) bring an application for the issuance of the Sales Process Order in the Court; and (ii) serve such parties as the Court and the Purchaser, acting reasonably, may require for applications and motions seeking the entry of the Sales Process Order. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably request to obtain the Sales Process Order, including such information as may be required to reasonably evaluate the Purchaser's financial ability to perform their obligations hereunder. The application for the Sales Process Order may be adjourned or rescheduled by the Vendor or their Representatives upon notice to the Purchaser.

(b) Provided that the Sales Process Order is granted by the Court, the Vendor shall comply with the procedures and timelines set out in the Stalking Horse Procedure and shall not waive any provision of, or apply to the Court to amend, or consent to any application by any Person for the amendment of, the Stalking Horse Procedure without the prior written consent of the Purchaser, acting reasonably.

(c) In the event that:

(i) the Vendor (in consultation with the Monitor) determines that none of the offers made by Third Parties (if any) pursuant to the Sales Process constitute a Superior Offer;

(ii) a Successful Offer is made by the Purchaser pursuant to the Sales Process;

(iii) a Successful Offer by a Third Party is not approved by the Court; or

(iv) a Successful Offer by a Third Party is not completed;

then, as soon as reasonably practicable, each of the Vendor and the Purchaser shall take all actions reasonably necessary to have this Agreement and the Transaction approved pursuant to the Approval and Vesting Order and, specifically, the Vendor shall: (a) bring an application for the issuance of the Approval and Vesting Order in the Court; and (b) serve such parties as the Court and the Purchaser, acting reasonably, may require for applications and motions seeking the entry of the Approval and Vesting Order. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably request to obtain the Approval and Vesting Order, including such information as may be required to reasonably evaluate the Purchaser's financial ability to perform their obligations hereunder.

The application for the Approval and Vesting Order may be adjourned or rescheduled by the Vendor or their Representatives upon notice to the Purchaser.

(d) In the event that a Superior Offer by a Third Party becomes a Successful Offer that is approved by the Court and is subsequently consummated, then, immediately following the completion of the transaction contemplated by the Successful Offer, the Monitor shall pay to the Purchaser a break fee in the amount of $125,000, being an amount equal to approximately 2.8% percent of the Purchase Price (the "**Break Fee**") from the proceeds of the Successful Offer.

(e) Should there be multiple Superior Offers of similar value and conditions, the Receiver has the right to hold an auction for the Superior Offerors (the "**Auction**"). Up to 10% of any additional amount received as a result of the Auction will be added to the Break Fee. Should the Auction proceed, a minimum $20,000 will be added to the Break Fee, regardless of result.

(f) Upon the successful completion of the transaction contemplated by the Successful Offer by a Third Party: (i) this Agreement shall automatically terminate; (ii) the Vendor and the Purchaser shall have no further liabilities or obligations to each other with respect to this Agreement or the Transaction, other than those set forth in Section 14.2 and the Break Fee described in Section 11.1(d); and (iii) the Deposit shall be governed by Section 3.2.

(g) Nothing in the Confidentiality Agreement shall prohibit the Vendor or the Monitor from disclosing this Agreement, the terms and conditions of the Transaction or any other documents or information required or desirable to be disclosed pursuant to, and for the purposes of, the Sales Process.

11.2 Court Approval

(a) The Vendor shall prepare all materials, and shall as soon as reasonably practicable after execution of this Agreement bring an application for the issuance of the Approval and Vesting Order in the Court. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably request to obtain the Approval and Vesting Order, including such information as may be required to reasonably evaluate the Purchaser's financial ability to perform its obligations hereunder. The application for the Approval and Vesting Order may be adjourned or rescheduled by the Vendor or their Representatives upon notice to the Purchaser.

(b) In the event an appeal is taken, or a stay pending appeal is requested, from the Court Orders, the Vendor shall promptly notify the Purchaser of such appeal or stay request and shall provide to the Purchaser a copy of the related notice of appeal or order of stay. The Vendor shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders.

11.3 Leases

The Purchaser acknowledges that it is purchasing the Property subject to any lease arrangement(s) entered into by the Vendor with respect to the Property (herein referred to as the "**Lease(s)**"), each of which shall be described as a Permitted Encumbrance in Schedule 1.1(kk), and which shall constitute an Assumed Contract, and in accordance with such acknowledgement, the Purchaser agrees that it is purchasing the Lands subject to the rights of any tenant as set out in any such Lease(s).

11.4 Possession

The Vendor shall deliver to the Purchaser on the Closing Date any keys, combinations, codes and other similar such items and information relating to the Property, if any.

11.5 Title Insurance

The Purchaser shall obtain title insurance coverage with a reputable title insurance provider in order to allow for the unconditional release of the Purchase Price on the Closing Date, notwithstanding that the Approval and Vesting Order may not be registered against title to the Lands as at such date. The Vendor shall use commercially reasonable efforts to assist the Purchaser in obtaining such title insurance coverage. The cost of obtaining any title insurance in connection with the purchase of the Property shall be at the sole cost of the Purchaser.

ARTICLE 12
CONDITIONS

12.1 Mutual Conditions

The respective obligations of the Parties to complete the purchase and sale of the Property are subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

(a) the Court shall have granted the Approval and Vesting Order;

(b) the Approval and Vesting Order shall be a Final Order;

(c) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or Applicable Law which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the Vendor from the sale of the Property; and

(d) the Closing is not otherwise prohibited by Applicable Law.

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the agreement of both the Vendor and the Purchaser.

12.2 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to complete the purchase of the Property is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

(a) all representations and warranties of the Vendor contained in Section 6.1 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;

(b) the Vendor shall have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement; and

(c) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at or before the Closing all the documents contemplated in Section 13.2.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, from time to time without prejudice to any other rights which the Purchaser may have.

12.3 Conditions for the Benefit of the Vendor

The obligation of the Vendor to complete the sale of the Property is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

(a) all representations and warranties of the Purchaser contained in Section 6.2 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;

(b) the Purchaser shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement;

(c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at or before the Closing all the documents contemplated in Section 13.3;

(d) Court Approval shall have been granted; and

(e) the Vendor has not lost its ability to convey the Property due to the appointment of a receiver or a receiver-manager, an order of the Court or otherwise pursuant to the Receivership Proceedings, provided such order or other action pursuant to the Receivership Proceedings is not at the voluntary initiative of the Vendor.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have.

12.4 Satisfaction of Conditions

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfill and assist in the fulfillment of the conditions set forth in Sections 12.1, 12.2 and 12.3. In addition, each of the Parties agrees not to take any action that could reasonably be expected to preclude, delay or have an adverse effect on this Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

ARTICLE 13
CLOSING

13.1 Closing Date and Place of Closing

Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing.

13.2 Deliveries on Closing by the Vendor

The Vendor shall deliver (or cause to be delivered) to the Purchaser's Solicitor on or before the Closing Date:

(a) a Court certified copy of the Approval and Vesting Order;

(b) the Assignment and Assumption Agreement duly executed by the Vendor;

(c) all documents listed in Section 13.3 which contemplate execution by the Vendor;

(d) any other documents, resolutions and certificates as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

13.3 Deliveries on Closing by the Purchaser

The Purchaser shall deliver (or cause to be delivered) to the Vendor's Solicitor, or as otherwise directed, on or before the Closing Date:

(a) the Closing Cash Payment in accordance with Section 3.3(b);

(b) payment of all Transfer Taxes payable on Closing to the Vendor (or evidence of self-assessment and payment by the Purchaser thereof to the relevant Governmental Authorities);

(c) payment of all Cure Costs payable on Closing to the Vendor (or evidence of payment by the Purchaser thereof to the relevant counterparty);

(d) the certificate of the Purchaser and the GST undertaking and indemnity referred to in Section 5.2;

(e) the Assignment and Assumption Agreement duly executed by the Purchaser;

(f) all documents listed in Section 13.2 which contemplate execution by the Purchaser;

(g) a copy of the Commitment to Title Insurance obtained by the Purchaser pursuant to Section 11.5; and

(h) any other documents, resolutions and certificates as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

ARTICLE 14
TERMINATION

14.1 Grounds for Termination

This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written agreement of the Vendor and the Purchaser, provided however that if this Agreement has been approved by the Court, any such termination shall require either the consent of the Vendor, or approval of the Court;

(b) by written notice from the Purchaser to the Vendor in accordance with Section 8.3(a);

(c) by the Purchaser, upon written notice to the Vendor, if there has been a material breach by the Vendor of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 12.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendor, and such breach has not been cured within ten days (or, if not curable within ten days, such longer period as is reasonable under the circumstances, not to exceed thirty days) following the date upon which the Vendor received such notice;

(d) by the Purchaser, upon written notice to the Vendor, any time after the Outside Date, if the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the Purchaser's breach of this Agreement;

(e) by the Vendor, upon written notice to the Purchaser, if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendor, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 12.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendor has provided prior written notice of such breach to the Purchaser, and such breach has not been cured within ten days (or, if not curable within ten days, such longer period as is reasonable under the circumstances, not to exceed thirty days) following the date upon which the Purchaser received such notice; or

(f) by the Vendor, upon written notice to the Purchaser, any time after the Outside Date, if the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the Vendor's breach of this Agreement.

14.2 Effect of Termination

Notwithstanding any termination of this Agreement by the Vendor or the Purchaser as permitted under Section 14.1, the provisions of Sections 3.2 (Deposit), 15.1 (Public Announcements), 15.4 (Governing Law), 15.5 (Consequential Damages), 15.11 (Costs and Expenses) and 15.15 (Third Party Beneficiaries) shall remain in full force and effect following any such permitted termination, and the Deposit shall be governed by Section 3.2.

ARTICLE 15
GENERAL

15.1 Public Announcements

(a) Subject to Section 15.1(b), if a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the disclosing Party shall provide the other Parties with an advance copy of any such press release or public disclosure with sufficient time to enable the other Parties to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure without the prior written consent of the other Parties, such consent not to be unreasonably withheld.

(b) Notwithstanding Section 15.1(a): (i) this Agreement may be filed by the Vendor with the Court; and (ii) the Transaction may be disclosed by the Vendor to the Court. The Parties further agree that:

(i) the Vendor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms of such Transaction; and

(ii) the Vendor and its professional advisors may prepare and file such reports and other documents with the Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may reasonably be necessary to obtain the Court Approvals and to complete the Transaction contemplated by this Agreement or to comply with their obligations to the Court.

15.2 Dissolution of Vendor

Subject to the Vendor's obligations in Section 2.3, the Purchaser acknowledges and agrees that nothing in this Agreement shall operate to prohibit or diminish in any way the right of the Vendor to dissolve, wind-up or otherwise cease operations of 1194038 Alberta Ltd.in any manner or at any time subsequent to the Closing Date as they may determine in their sole discretion, which may be exercised without regard to the impact any such action may have on the Vendor's ability to fulfil its obligations under this Agreement that survive Closing

15.3 Survival

Upon Closing, the obligations, covenants, representations and warranties of the Parties set out in this Agreement shall expire, be terminated and extinguished and of no further force or effect, provided that notwithstanding the Closing contemplated hereunder or the delivery of documents pursuant to this Agreement, the obligations and covenants of the Parties set out in Sections 2.3 (Assignment of Assumed Contracts and Third Party Consents), 6.3 (Enforcement of Representations and Warranties), 11.3 (Leases) and 11.4 (Possession), and Article 5 (Transfer Taxes), Article 7 ("As Is, Where Is" and No Additional Representations and Warranties), Article 9 (Indemnification), Article 10 (Environmental Matters) and Article 15 (General), shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties indefinitely thereafter except as expressly stated to the contrary therein.

15.4 Governing Law

(a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties attorn to the jurisdiction of the Court for the resolution of any such dispute arising under this Agreement.

(b) Each Party agrees that service of process on such Party as provided in Section 15.13 shall be deemed effective service of process on such Party.

15.5 Consequential Damages

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential or indirect damages (including for greater certainty, any loss of profits) (collectively, "**Consequential Damages**") that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction, other than Consequential Damages for which the Vendor is liable as a result of a Third Party Claim (which liability of the Vendor shall be subject to and recoverable under Article 9 (Indemnification)).

15.6 Further Assurances

Each of the Parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

15.7 Assignment

The Purchaser shall not, without the Vendor's prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendor's sole and absolute discretion, except that the Purchaser shall have the right to assign any or all of its rights, interests or obligations hereunder to one or more Affiliates of the Purchaser, provided that:

(a) such Affiliate agrees to be bound by the terms of this Agreement;

(b) the Purchaser shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate;

(c) such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Vendor; and

(d) the Purchaser shall acknowledge and confirm its continuing obligations in favour of the Vendor in an assignment and assumption agreement in form and substance satisfactory to the Vendor.

15.8 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

15.9 Amendment

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

15.10 Time of the Essence

Time is of the essence in this Agreement.

15.11 Costs and Expenses

Unless otherwise provided for in this Agreement, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction. Notwithstanding any other provision of this Agreement, the Purchaser shall pay the cost of all surveys, title insurance policies and title reports ordered by the Purchaser.

15.12 Entire Agreement

This Agreement and the Confidentiality Agreement (the terms and conditions of which are incorporated by reference into this Agreement) constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement or in the Confidentiality Agreement.

15.13 Notices

Any notice, direction or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) in the case of the Vendor:

Ernst & Young Inc., in its capacity as receiver and manager of 1194038 Alberta Ltd. and not in its personal or corporate capacity
1400, 10423 101 Street NW
Edmonton, AB T5H 0E7

Attention: Matt McCulloch / Evan MacKinnon
Email: matt.mcculloch@parthenon.ey.com/evan.mackinnon@parthenon.ey.com

With a copy to the Vendor's Solicitors:

Witten LLP
2500, Canadian Western Bank Place, 10303 Jasper Avenue NW
Edmonton, Alberta T5J 3N6

Attention: Bren R. Cargill
Email: bcargill@wittenlaw.com

(b) In the case of the Purchaser:

Attention: Sam Mraiche / Mike Eldassouki
Email: smraiche@carvercorporation.com / meldassouki@carvercorporation.com

With a copy to the Purchaser's Solicitors:

Reynolds Mirth Richards & Farmer LLP
3200, 10180 101 Street NW
Edmonton, AB T5J 3W8

Attention: E. (Sonny) Mirth, KC
Email: emirth@rmrf.com

A notice is deemed to be given and received if: (i) sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; or (ii) email, on the date of transmission if it is a Business Day and the transmission was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that notice to a Party.

15.14 Enurement

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

15.15 Third Party Beneficiaries

Except as otherwise provided for in Article 9 (Indemnification), each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns, and, except for the Representatives indemnified by the Purchaser pursuant to Article 9 (Indemnification), no Person, other than the Parties and their successors and permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. Despite the foregoing, the Purchaser acknowledges to each of the Vendor's Representatives its direct rights against them under Article 9 (Indemnification) of this Agreement. To the extent required by Applicable Law to give full effect to these direct rights, the Purchaser agrees and acknowledges that the Vendor is acting as agent and/or as trustee of its Representatives.

15.16 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

15.17 Counterparts

This Agreement may be executed in any number of counterparts (including by electronic means), each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or other electronic means of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

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IN WITNESS WHEREOF this Agreement has been properly executed by the Parties as of the date first above written.

1194038 ALBERTA LTD., by and through its Court-appointed receiver and manager, Ernst & Young Inc., not acting in its personal or corporate capacity	**2262576 ALBERTA LTD.**
Per: ______________________	Per: ______________________
Matt McCulloch, CPA, CA, CIRP, LIT Partner / Principal	Name: Hassin (Sam) Mraiche Title: President and CEO

SCHEDULE 1.1(a)

Form of Approval and Vesting Order

3COURT FILE NUMBER	2303 01855	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	1194038 ALBERTA LTD. and ALAN DOBISH also known as ALLAN DOBISH	
DOCUMENT	**APPROVAL AND VESTING ORDER (Sale by Receiver)**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Witten LLP** Barristers & Solicitors Suite 2500, Canadian Western Bank Place 10303 Jasper Avenue Edmonton, AB T5J 3N6 Solicitors for Ernst & Young Inc. in its capacity as Receiver of 1194038 Alberta Ltd. ATTN: Bren R. Cargill FILE: 133281-2/BRC PHONE: (780) 428-0501 FAX: (780) 429-2559	

DATE ORDER WAS PRONOUNCED:	June 12, 2023
LOCATION ORDER WAS PRONOUNCED:	Law Courts, 1A Sir Winston Churchill Square, Edmonton, AB
NAME OF JUSTICE WHO MADE THIS ORDER:	Justice J.S. Little

UPON THE APPLICATION by **Ernst & Young Inc.** in its capacity as the Court-appointed **receiver and manager** (the "Receiver") of the undertakings, property and assets of **1194038 Alberta Ltd.** (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by a binding term sheet between the Receiver and **2262576 Alberta Ltd.** (the "Purchaser") dated **June 5, 2023** (the "**Term Sheet**"), a copy of which is appended to the First Report of the Receiver dated **June 5, 2023** (the "Report"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Term Sheet (the "Purchased Assets");

AND UPON HAVING READ the Receivership Order dated **March 14, 2023, and Order Declining Stay and Amendment to Receivership Order** (collectively the "Receivership Order"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Plaintiff, the Defendants and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

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.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Term Sheet 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

3. Notwithstanding any other provisions in this Order: (a) this Order shall only be effective and come into force upon the filing of a Certificate by the Receiver (the "**Receiver's SSP Certificate**") substantially in the form attached as Schedule "B" to the Order (Approval of Sales Solicitation Process and Approval of Stalking Horse Term Sheet), granted concurrently to the within Order by this Honourable Court on June 12, 2023 (the "**SSP Order**"); and (b) this Order may be set aside by this Honourable Court on further application by the Receiver if the Receiver's SSP Certificate is not filed as a result of one or more Superior Offers being received within the SH Process as defined in Schedule "A" to the proposed SSP Approval Order.

4. 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 described in the Term Sheet and 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), *Prompt Payment and Construction Lien Act* (Alberta), *Garage Keepers' Lien Act* (Alberta) or *Warehousemen's 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

5. 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 No. 052 462 605 for those lands and premises municipally described as 10103 175 Street NW, Edmonton, Alberta T5S 1L9, and legally described as:

PLAN 7722579
BLOCK 2
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.543 HECTARES (1.34 ACRES) MORE OR LESS
(the "Lands")

(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, 2262576 Alberta Ltd.;

(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;

(b) 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.

6. 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.

7. 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.

8. 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.

9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets 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.

10. Except as expressly provided for in the Term Sheet 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.

11. 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).

12. 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.

13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.

14. 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).

15. 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.

MISCELLANEOUS MATTERS

16. 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.

17. 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.

18. 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.

19. 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) any other parties attending or represented at the application for this Order;

(iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at: https://documentcentre.ey.com/#/detail-engmt?eid=518

and service on any other person is hereby dispensed with.

20. 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

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	2303 01855	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	1194038 ALBERTA LTD. and ALAN DOBISH also known as ALLAN DOBISH	
DOCUMENT	**RECEIVER'S CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Witten LLP** Barristers & Solicitors Suite 2500, Canadian Western Bank Place 10303 Jasper Avenue Edmonton, AB T5J 3N6 Solicitors for Ernst & Young Inc. in its capacity as Receiver of 1194038 Alberta Ltd. ATTN: Bren R. Cargill FILE: 133281-2/BRC PHONE: (780) 428-0501 FAX: (780) 429-2559	

RECITALS

A. Pursuant to an Order of the Honourable Justice **J. Fagnan** of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "Court") dated **March 14, 2023**, **Ernst & Young Inc.** was appointed as the receiver (the "Receiver") of the undertakings, property and assets of **1194038 Alberta Ltd.** (the "Debtor").

B. Pursuant to an Order of the Court dated **June 12, 2023**, the Court approved a binding term sheet between the Receiver and **2262576 Alberta Ltd.** (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 * of the Term Sheet 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 pursuant to the Term Sheet;

2. The conditions to Closing as set out in the Term Sheet 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 **___________, 2023**.

Ernst & Young Inc., in its capacity as Receiver of the undertakings, property and assets of 1194038 Alberta Ltd., **and not in its personal capacity.**

Per;____________________________

Name:

Title:

SCHEDULE "B"

Purchased Assets

All of 1194038 Alberta Ltd.'s right, title and interest in and to the lands legally described as:

PLAN 7722579
BLOCK 2
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.543 HECTARES (1.34 ACRES) MORE OR LESS

-and-

All of 1194038 Alberta Ltd.'s present and after acquired personal property.

-and-

All of 1194038 Alberta Ltd.'s right, title and interest in and to the lease agreement with Canadian Tire Real Estate Limited dated June 1, 2008, as amended and extended.

SCHEDULE "C"

Non-Permitted Encumbrances

All pledges, liens, charges, security interest, mortgages, or adverse claims or encumbrances of any kind or character including the following:

Registration Number	Date	Particulars
162 289 182	17/10/2016	Mortgage Mortgagee – Bank of Montreal
162 289 183	17/10/2016	Caveat Re: Assignment of Rents and Leases Caveator – Bank of Montreal
172 013 417	14/01/2017	Mortgage Mortgagee – Joginder Sunner Mortgagee – Guggendeep Jawanda
182 010 575	13/01/2018	Mortgage Mortgagee – Guggendeep Jawanda
232 178 529	06/06/2023	Order In Favour of – Ernst & Young Inc.

SCHEDULE "D"

Permitted Encumbrances

Registration Number	Date	Particulars
092 096 831	31/03/2009	Caveat, Re: Lease Interest Caveator – Canadian Tire Real Estate Limited

SCHEDULE 1.1(b)

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS AGREEMENT made as of and effective from the 5th day of June, 2023

BETWEEN:	Ernst & Young Inc. in its capacity as Receiver of 1194038 Alberta Ltd. the "Seller"	OF THE FIRST PART;
	- and –	
	2262576 Alberta Ltd.	OF THE SECOND PART;

WHEREAS:

A. The Seller has agreed to sell to the Buyer certain lands and premises in the City of Edmonton in the Province of Alberta, being composed of

PLAN 7722579
BLOCK 2
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.543 HECTARES (1.34 ACRES) MORE OR LESS, and municipally known as 10103 175 Street NW, Edmonton, Alberta T5S 1L9 (the "Property");

B. The Property is subject to one or more leases (the "Leases") including those set out in Schedule "A" hereto;

C. The Seller has agreed to assign to the Buyer all of its right, title, estate and interest in and to the Leases.

1. **CONSIDERATION**: The consideration for this Agreement is the mutual covenants and agreements between the parties to this Agreement and the sum of Two Dollars ($2.00) that has been paid by each of the parties hereto to the other, the receipt and sufficiency of which is acknowledged.

2. **ASSIGNMENT**: The Seller hereby grants, transfers, sets over and assigns unto the Buyer, and the Buyer's successors and assigns, absolutely all of the Seller's right, title, estate and interest in and to the Leases and all rents and other monies payable thereunder and all benefits and advantages to be derived therefrom.

3. **TO HAVE AND TO HOLD** the same unto the Buyer, and the Buyer's successors and assigns, forever.

4. **SELLERS COVENANTS**: The Seller covenants with the Buyer that:

(a) The Leases are good, valid and subsisting agreements to lease, in full force and effect and unmodified and constitute the entire agreement between the Seller and each respective tenant with respect to the Property.

(b) The Seller has good right, full power and absolute authority to assign the Leases to the Buyer in the manner aforesaid free and clear of all liens, mortgages, charges and encumbrances of any kind whatsoever.

(c) The Seller has received no rent or additional rent in advance from the tenants other than as otherwise adjusted between the Seller and the Buyer and will pay and deliver to the Buyer all rent, additional rent and other monies received from and after the date hereof by the Seller from the tenant(s), all such rent, additional rent and other monies so received to be deemed to be and shall be received in trust for the Buyer.

(d) There is no claim of set-off or abatement against rent, additional rent or other monies due or to become due under the Leases nor any counterclaim or defence against the enforcement of the obligations to be performed by the tenants under the Leases.

(e) The Seller is not in default in the performance or observance of the Seller's obligations, covenants or agreements under the Leases.

(f) The Seller has not received any notice from or on behalf of any tenant alleging default in the performance of any landlord's obligations under its Leases.

5. **BUYER'S COVENANTS**: The Buyer covenants with the Seller that:

(a) The Buyer will at all times during the balance of the term of the Agreement to Lease observe and perform all of the terms, covenants and conditions contained in the Agreement to Lease to be observed or performed by the landlord thereunder.

(b) The Buyer will indemnify and save harmless the Seller from all actions, suits, costs, losses, charges, demands and expenses for and in respect of any non-observance or non-performance by the Buyer of the terms, covenants and conditions contained in the Leases to be observed or performed by the landlord thereunder during the balance of the term of the Leases.

6. **BINDING EFFECT**: This Agreement shall enure to the benefit of and shall be binding upon the Seller and the Buyer and their respective successors and permitted assigns.

7. **COUNTERPARTS:** It is agreed that this Agreement may be executed in counterparts, each of which counterparts so executed shall constitute and be deemed to be an original, and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written under the hands of their proper signing officers duly authorized in that behalf.

Ernst & Young Inc. in its capacity as
Receiver of 1194038 Alberta Ltd.

Per: ______________________________

2262576 Alberta Ltd.

Per: ______________________________

SCHEDULE "A"

LIST OF LEASES

1. 10103 – 175 Street NW, Edmonton, Alberta T5S 1L9

   a. Tenant: Canadian Tire Real Estate Limited

SCHEDULE 1.1(c)

Assumed Contracts

Executed Agreements

1. Lease dated June 1, 2008, between Canadian Tire Real Estate Ltd. and 1194038 Alberta Ltd.

SCHEDULE 1.1(d)

Lands

PLAN 7722579
BLOCK 2
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.543 HECTARES (1.34 ACRES) MORE OR LESS

(the "Lands")

-and-

All present and after acquired personal property of 1194038 Alberta Ltd.

-and-

All of 1194038 Alberta Ltd.'s right, title and interest in and to the lease agreement with Canadian Tire Real Estate Limited dated June 1, 2008, as amended and extended.

SCHEDULE 1.1(e)

Permitted Encumbrances

Registration Number	Date	Particulars
092 096 831	31/03/2009	Caveat, Re: Lease Interest Caveator – Canadian Tire Real Estate Limited

Permitted Encumbrances

1. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown, including, without limitation, the reservation of any mines and minerals in the Crown or in any other person and any implied conditions set out in s.61(1) of the *Land Titles Act* (Alberta) as amended, replaced or restated from time to time;

2. Encumbrances given as security to a public utility or any Governmental Authority when required in the ordinary course of business but only insofar as they relate to any obligations or amounts not due as at the Closing Date;

3. All rights reserved to or vested in any Governmental Authority pursuant to Applicable Law to control or regulate the Property in any manner, including any unregistered, undetermined or inchoate liens, levies or claims in favour of the Crown, any province or municipality or any Governmental Authority;

4. Rights of expropriation, access or use or any similar right conferred or reserved by or in any statute of Alberta or Canada;

5. Applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, servicing or industrial agreements, utility agreements, airport zoning regulations, cost sharing reciprocal agreements and building and other zoning restrictions and other similar agreements with Governmental Authorities or private or public utilities affecting the development or use of the Property;

6. Any easements, servitudes, rights-of-way, licenses, agreements, restrictions that run with the land and other Encumbrances (including easements, rights-of-way and agreements for railways, sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables) which do not materially impair the use, operation or marketability of the Property (based on the current use of the Property) affected thereby;

7. Encumbrances respecting minor encroachments by the Property over neighbouring lands and/or permitted under agreements with the owners of such other lands and minor encroachments over the Property by improvements of abutting land owners, provided the same do not materially adversely affect the use or marketability of the Property;

8. Any privilege in favour of any lessor, licensor or permitter for rent to become due or for other obligations or acts, the performance of which is required under contracts of the Vendor or the Corporations so long as the payment or the performance of such other obligation or act is not delinquent and provided that such Encumbrances or privileges do not materially affect the use or the operation of the assets affected thereby;

9. Encumbrances which will be vested out or otherwise discharged at Closing pursuant to the Approval and Vesting Order;

10. Encumbrances permitted or created pursuant to the terms of this Agreement; and

11. Lease Interest dated 31/03/2009, 2017 between 1194038 Alberta Ltd. and Canadian Tire Real Estate Ltd.

SCHEDULE 2.1(a)

Stalking Horse Procedure

1194038 ALBERTA LTD. - SALES SOLICITATION PROCESS

INTRODUCTION

1. On March 14, 2023, Ernst & Young Inc. ("**EYI**" or the "**Receiver**") was appointed as Receiver and Manager of all the Debtor's assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including the proceeds thereof, pursuant to the Receivership Order.

2. The Receivership Order was amended by way of further Order of this Court on March 20, 2023.

3. The Receiver requestedh the approval of the Alberta Court of King's Bench (the "**Court**") of the sale solicitation process (the "**Sales Process**") set forth herein at the Court application scheduled on June 12, 2023.

4. The Court approved the Sales Process to take effect on or around July 3, 2023, subject to the Debtor's ability to pay $125,000 into the Receiver's counsel's trust account by 4:00pm (Mountain Time) on June 30, 2023. The $125,000 represents the Break Fee (as defined in the Defined Terms).

5. If the Debtor is able to pay the $125,000.00 into the Receiver's counsel's trust account by 4:00 pm (Mountain Time) on June 30, 2023, then the Sales Process will not take effect until August 1, 2023.

6. This document outlines the procedure (the "**Procedure**") to be followed with respect to the Sales Process in which a Successful Offer will be sought, and if identified, the transactions contemplated by such Successful Offer will be pursued to completion.

DEFINED TERMS

7. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Initial Order. In addition, in this Procedure:

   "**Break Fee**" means CAD$125,000.00;

   "**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday in the City of Edmonton in the Province of Alberta;

   "**Property**" means Property as defined in the Stalking Horse PSA;

   "**Purchaser**" means 2262576 Alberta Ltd.;

   "**Stalking Horse PSA**" means the Purchase and Sale Agreement dated June 19, 2023 between the Receiver and the Purchaser; and

   "**Superior Offer**" means a credible, reasonably certain and financially viable third party offer for the acquisition of the Property, the terms of which offer are no less favourable and no more burdensome or conditional than the terms contained in the Stalking Horse PSA, and which at a minimum includes a net purchase price of CAD$4,375,000.00 plus the Break Fee.

STALKING HORSE PSA

8. The Receiver has entered into the Stalking Horse PSA with the Purchaser, pursuant to which, if there is no successful offer to purchase ("**Successful Offer**") from a party other than the Purchaser, the Purchaser will acquire the Property.

9. The Procedure set forth herein describes, among other things, the Property available for sale, the manner in which prospective offerors may gain access to or continue to have access to due diligence materials concerning the Property, the manner in which offerors and offers become qualified offerors ("**Qualified Offerors**") and qualified offers ("**Qualified Offers**"), respectively, the receipt and negotiation of offers received, the ultimate selection of the Successful Offer by the party ("**Successful Offeror**") and the Court's approval thereof. The Receiver shall administer the Sales Process in accordance with this Procedure. In the event that there is disagreement as to the interpretation or application of this Procedure, the Court will have jurisdiction to hear and resolve such dispute.

10. The Receiver will each use their reasonable efforts to complete the Sales Process, as described in this Procedure, in accordance with the timelines as set out herein. The Receiver shall be permitted to make such adjustments to the timeline that it determines are reasonably necessary.

PURCHASE OPPORTUNITY

11. In connection with the request for proposal ("**RFP**"), the Receiver identified prospective purchasers and commercial realtors, offering an opportunity to provide a listing proposal and/or offer to purchase. The deadline for the RFP was set for May 5, 2023.

12. The Receiver wishes to expand on the RFP, establishing a formal sales process intended to market the property interested parties.

13. The Receiver will prepare: (a) a process summary (the "**Teaser Letter**") similar to that which was drafted prior to the RFP; and (b) a non-disclosure agreement in form and substance satisfactory to the Receiver, and their respective counsel (an "**NDA**"); (collectively, the "**SISP Materials**").

14. Those that sign the NDA will be provided access to a recent appraisal of the property of 1194038 Alberta Ltd. ("**119**") located at 10103 175 Street NW, Edmonton, AB (the "**Building**"). Site visits will be permitted for those that sign the NDA and requesting a walk through at least three (3) business days ahead of time in order for the Receiver to co-ordinate access with the tenant.

15. The Receiver will prepare a list of potential proponents, including: (a) parties that have approached the Receiver indicating an interest in the Property; and (b) local and national financial parties who the Receiver believes may be interested in purchasing all or part of the Property (collectively, "**Known Potential Offerors**").

"AS IS, WHERE IS"

16. The sale of the Property will be on an "as is, where is" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature, or description

by the Receiver or any of their respective agents, except to the extent set forth in the relevant final sale agreement with a Successful Offeror. The representations, warranties, covenants or indemnities shall not be materially more favourable to the Successful Offeror than those set out in the Stalking Horse PSA except to the extent additional tangible monetary value of an equivalent amount is provided by a Successful Offeror other than the Purchaser for such representations, warranties, covenants or indemnities.

FREE OF ANY AND ALL CLAIMS AND INTERESTS

17. In the event of a sale, all of the right, title and interest of the Debtor in and to the Property to be acquired and will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively the "**Claims and Interests**"), such Claims and Interests to attach to the net proceeds of the sale of such Property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), pursuant to an approval and vesting order made by the Court, upon the application of the Receiver, except to the extent otherwise set forth in the relevant sale agreement with a Successful Offeror, or as otherwise ordered by the Court. The vesting out of Claims and Interests by a Successful Offeror other than the Purchaser shall not be materially more favourable to the Successful Offeror than those set out in the Stalking Horse PSA except to the extent additional tangible monetary value of an equivalent amount is provided for the vesting out of such Claims and Interests.

PUBLICATION OF NOTICE AND TEASER

18. As soon as reasonably practicable after the approval of this Sales Process by the Court, the Receiver shall cause a notice of the Sales Process contemplated by this Procedure, and such other relevant information which the Receiver considers appropriate (the "**Notice**") to be published in the Edmonton Journal and any other newspaper or journals as the Receiver consider appropriate, if any.

19. Requests for information and access will be directed to Evan MacKinnon of EYI or such other EYI representatives as designated by the Receiver, at the contact information listed in **Schedule "A"** hereto.

DUE DILIGENCE

20. The Receiver shall in their reasonable business judgment and subject to competitive and other business considerations, afford each Qualified Offeror (including, in certain circumstances, representatives of such Qualified Offeror) such access to due diligence materials and information relating to the Property as they deem appropriate. Due diligence access may further include management presentations, on-site inspections, and other matters which a Qualified Offeror may reasonably request and to which the Receiver, in its reasonable business judgment, may agree. The Receiver will designate a representative to coordinate all reasonable requests for additional information and due diligence access from Qualified Offerors and the manner in which such requests must be communicated. The Receiver will not be obligated to furnish any information relating to the Property to any person other than to Qualified Offerors. Further and for the avoidance of doubt, selected due diligence materials may be withheld from certain Qualified Offerors if the Receiver determines such information to represent proprietary or sensitive competitive information.

SEEKING QUALIFIED OFFERS FROM QUALIFIED OFFERORS

21. A Qualified Offerors that desires to make an offer for the Property must deliver written copies of a final, binding proposal (the "**Final Offer**") in the form of a fully executed purchase and sale agreement to the Receiver (including by email or fax transmission) so as to be received by it not later than 12:00 p.m. Mountain time on July 28, 2023 (the "**Final Offer Deadline**").

22. Potential Offerors must rely solely on their own independent review, investigation and/or inspection of all information and of the Property in connection with their participation in the Sales Process and any transaction they enter into with the Receiver. Neither the Receiver, nor any of their representatives makes any representation or warranty as to the information provided through this due diligence process or otherwise, except to the extent set forth in any definitive agreement that may be entered into by the Receiver.

QUALIFIED OFFERS

23. A Final Offer will be considered a qualified offer only if it is submitted by a Qualified Offeror and the Final Offer complies with, among other things, the following (a "**Qualified Offer**"):

(a) it contains:

(i) a duly executed purchase and sale agreement; and

(ii) a blackline of the executed purchase and sale agreement to the Stalking Horse PSA;

(b) it includes a letter stating that the Final Offer is irrevocable until there is a Selected Superior Offer (as defined below) approved by the Court, *provided, however,* that if such Qualified Offeror is selected as the Successful Offeror, its Final Offer shall remain an irrevocable offer until the earlier of: (i) the completion of the sale to the Successful Offeror; and (ii) the outside date stipulated in the Successful Offer;

(c) it provides written evidence of a firm, irrevocable financial commitment for all required funding or financing;

(d) it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;

(e) it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a bank account specified by the Receiver), or such other form of payment acceptable to the Receiver, payable to the order of the Receiver, in trust, in an amount equal to 15% of the total consideration in the Qualified Offer to be held and dealt with in accordance with this Procedure;

(f) the aggregate consideration to be paid by the Qualified Offeror under the Qualified Offer exceeds the aggregate of the Purchase Price and the Break Fee pursuant to the Stalking Horse PSA;

(g) it is not conditional upon:

(i) the outcome of unperformed due diligence by the Qualified Offeror; and/or

(ii) obtaining financing;

(h) it contains evidence of authorization and approval from the Qualified Offeror's board of directors (or comparable governing body); and

(i) it is received by the Final Offer Deadline.

NO QUALIFIED OFFERS

24. If none of the Qualified Offers received by the Receiver constitute a Superior Offer, the Receiver shall promptly file the Receiver's SISP Certificate in the form attached as Schedule "B" to the Order (Approval of Sales Solicitation Process and Approval of Stalking Horse Term Sheet) followed by the filing of the Receiver's Certificate attached to the Approval and Vesting Order granted on June 12, 2023 ("**SAVO**") as Schedule "A".

IF A SUPERIOR OFFER IS RECEIVED

25. Following the Final Offer Deadline, the Receiver will assess the Qualified Offers. If it is determined by the Receiver that a Qualified Offeror that has submitted a Qualified Offer which constitutes a Superior Offer, and that such Qualified Offeror: (a) has a bona fide interest in completing an acquisition of the Property; and (b) has the financial ability (based on availability of financing, experience and other considerations) to consummate such a transaction based on the financial information provided, then such Qualified Offer will be accepted by the Receiver and deemed the successful offer (the "**Successful Offer**").

26. If the Successful Offer is a party other than the Purchaser, the Receiver shall pay the Purchaser the Break Fee from the proceeds of the Successful Offer, immediately following the completion of the transaction contemplated by the Successful Offer (all as further set out in the Stalking Horse PSA).

27. Should there be multiple offers with similar offer price and conditions, the Receiver reserves the right to approach all parties with similar offers and engage in an auction process, allowing these offerors to make further bids/offers as set out in the terms below (the "**Auction**")

AUCTION

28. If the Auction is to be held, the Receiver will conduct an Auction at 10:00 a.m. (Mountain time) on August 2, 2023 at the offices of the Receiver (1400, 10423 101 Street NW, Edmonton, Alberta), or such other location as shall be timely communicated to all entities entitled to attend at the Auction, which Auction may be adjourned by the Receiver. The Auction shall run in accordance with the following procedures:

(a) prior to 12:00 p.m. Mountain standard time on July 31, 2023, each Qualified Offeror that has made a Superior Offer and the Purchaser, must inform the Receiver whether it intends to participate in the Auction (the parties who so inform the Receiver that they intend to participate are hereinafter referred to as the "**Auction Bidders**");

(b) only representatives of the Auction Bidders, the Receiver, and such other persons as permitted by the Receiver (and the advisors to each of the foregoing entities) are entitled to attend the Auction. Such attendance shall be in person (notwithstanding, the Receiver may allow such persons to attend by way of teleconference at the sole and absolute discretion of the Receiver);

(c) at the commencement of the Auction, each Auction Bidder shall be required to confirm that it has not engaged in any collusion with any other Auction Bidder with respect to the bidding or any sale or investment, such confirmation, in each case, in form and substance satisfactory to the Receiver;

(d) only the Auction Bidders will be entitled to make any subsequent bids at the Auction; provided, however, that in the event that any Qualified Offeror elects not to attend and/or participate in the Auction, such Qualified Offeror's Qualified Offer, shall nevertheless remain fully enforceable against such Qualified Offeror if it is selected as the winning offer from the Auction (the "**Winning Offer**");

(e) all subsequent bids presented during the Auction shall be made and received in one room on an open basis. All Auction Bidders will be entitled to be present for all subsequent bids at the Auction with the understanding that the true identify of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders at the Auction and that all material terms of each subsequent bid will be fully disclosed to all other Auction Bidders throughout the entire Auction;

(f) all Auction Bidders must have at least one individual representative with authority to bind such Auction Bidder present in person at the Auction;

(g) the Receiver may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make Subsequent Bids, requirements to bid in each round, and the ability of multiple Auction Bidders to combine to present a single bid) for conducting the Auction, provided that such rules are not inconsistent with Sales Process or this Procedure, and disclosed to each Auction Bidder at the Auction;

(h) bidding at the Auction will begin with the starting bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder that the Receiver determines is (i) for the first round, a higher or otherwise better offer than the starting bid, and (ii) for subsequent rounds, a higher or otherwise better offer than the leading bid; in each case by at least the Minimum Incremental Overbid (as defined below). Each bid at the Auction shall provide cash value of at least CAD$25,000 (the "**Minimum Incremental Overbid**") over the starting Bid or the leading Bid, as the case may be. After the first round of bidding and between each subsequent round of bidding, the Receiver shall announce the bid (including the value and material terms thereof) that it believes to be the highest or otherwise best offer. A round of bidding will conclude after each Auction Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the leading bid;

(i) to the extent not previously provided (which shall be determined by the Receiver), an Auction Bidder submitting a subsequent bid must submit, at the Receiver's discretion, as part of its subsequent bid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Receiver), demonstrating such Auction Bidder's ability to close the transaction proposed by the subsequent bid;

(j) the Receiver reserves the right, in its reasonable business judgment, to make one or more adjournments in the Auction of not more than 24 hours each, to among other things: (i) facilitate discussions between the Receiver and the Auction Bidders; (ii) allow the individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and best offer at any given time in the Auction; and (iv) give Auction Bidders the opportunity to provide the Receiver with such additional evidence as the Receiver, in its reasonable business judgment, may require that that Auction Bidder (including, as may be applicable, the Purchaser) has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing overbid amount;

(k) the Purchaser shall be permitted, in its sole discretion, to submit subsequent bids, provided, however, that such subsequent bids must made in accordance with this Procedure and in the same manner as Subsequent Bids are made by Auction Bidders;

(l) if, in any round of bidding, no new subsequent bid is made, the Auction shall be closed;

(m) the Auction shall be closed within two (2) Business Days of the start of the Auction unless extended by the Receiver; and

(n) no bids (from Qualified Offerors or otherwise) shall be considered if made after the conclusion of the Auction.

29. At the end of the Auction, the Receiver shall select the winning bid (the "**Winning Bid**"). Once a definitive agreement has been negotiated and settled in respect of the Winning Bid as selected by the Receiver (the "**Selected Superior Offer**") in accordance with the provisions hereof, the Selected Superior Offer shall be the "**Successful Bid**" hereunder and the person(s) who made the Selected Superior Offer shall be the "**Successful Offeror**" hereunder. If the Successful Bidder is a party other than the Purchaser, the Receiver shall pay the Purchaser the Break Fee from the proceeds of the Successful Bid, immediately following the completion of the transaction contemplated by the Successful Bid (all as further set out in the Stalking Horse PSA).

30. Further, as referenced in paragraph 11.1 (e) of the Stalking Horse PSA, if the Successful Bidder is a party other than the Purchaser, an additional amount, equal to 10% of the additional funds received from selecting the Selected Superior Offeror over the highest offer from the offers received prior to the Auction, shall be added to the Break Fee.

SALE APPROVAL APPLICATION

31. At the hearing of the motion to approve any transaction (the "**Sale Approval Application**") the Receiver shall seek, among other things, approval from the Court to consummate any Successful Offer (the "**Sale Approval and Vesting Order**"). All the Qualified Offers and Subsequent Offer, other than the Successful Offer, if any, shall be deemed rejected by the

Receiver on and as of the date of approval of the Successful Offer by the Court, but not before, and shall remain open for acceptance until that time.

32. The Sale Approval Application will be held on a date to be scheduled by the Court upon application by the Receiver. The Sale Approval Application may be adjourned or rescheduled by the Receiver.

DEPOSITS

33. All Deposits shall be retained by the Receiver. If there is a Successful Offer, the Deposit paid by the Successful Offeror whose offer is approved pursuant to the Sale Approval and Vesting Order shall be applied to the purchase price to be paid by the Successful Offeror upon closing of the approved transaction and will be non-refundable. The Deposits of Qualified Offerors not selected as the Successful Offeror shall be returned to such offerors within five (5) Business Days of the date upon which the Sale Approval and Vesting Order is issued by the Court. If there is no Successful Offer, all Deposits shall be returned to the offerors within five (5) Business Days of the date upon which the Sales Process is terminated in accordance with these procedures.

APPROVALS

34. For greater certainty, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by applicable law in order to implement a Successful Offer.

SUPERVISION OF THE SALES PROCESS

35. The Receiver will participate in the Sales Process in the manner set out in this Procedure and the Sales Process Order and is entitled to receive all information in relation to the Sales Process.

36. This Sales Process does not, and will not be interpreted to create any contractual or other legal relationship between the Receiver and any Qualified Offeror or any other party, other than as specifically set forth in a definitive agreement that may be signed with the Receiver and approved by the Court.

37. Without limiting the preceding paragraph, the Receiver shall not have any liability whatsoever to any person or party, including without limitation, the Purchaser, any Potential Offeror, Qualified Offeror, the Successful Offeror, or any other creditor or other stakeholder, for any act or omission related to the process contemplated by this Procedure, except to the extent such act or omission constitutes gross negligence or willful misconduct of the Receiver, as determined by the Court. By submitting an offer, each Qualified Offeror or Successful Offeror shall be deemed to have agreed that it has no claim against the Receiver for any reason whatsoever, except to the extent such claim is the result from gross negligence or willful misconduct of the Receiver.

38. Participants in the Sales Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any offer, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

39. The Receiver shall have the right to modify the Sales Process and the deadlines set out herein if, in their reasonable business judgment, such modification will enhance the process or better achieve the objectives of the Sales Process.

SCHEDULE "A"

NOTICE

Ernst & Young Inc.
1400, 10423 101 Street NW
Edmonton, Alberta
T5H 0E7

Attention: Evan MacKinnon, Director
evan.mackinnon@parthenon.ey.com

SCHEDULE 2.1(b)

Stalking Horse Term Sheet

EY Parthenon
Building a better working world

Ernst & Young Inc.
Suite 1400 Epcor Tower
10423 – 101 Street
Edmonton, AB T5H 0E7

Tel: +1 780 423 5811
Fax: +1 780 428 8977
ey.com/parthenon

2262576 Alberta Ltd.
Suite 300, 14815 – 119 Avenue NW
Edmonton, AB T5L 2N9

June 19, 2023

Binding Term Sheet

(All amounts expressed herein are in Canadian Dollars)

This binding term sheet (the **"Term Sheet")** sets forth the agreement of the parties hereto (the **"Parties")** with respect to the proposed transaction which is described herein (the **"Proposed Transaction").** The Parties acknowledge that this Term Sheet is being provided as part of a Sale Process to be administered by the Receiver.

Upon execution of this Term Sheet by the Parties, this Term Sheet shall create a binding legal obligation on the part of the Parties, subject only to the terms and conditions hereof, and approval of the Court of King's Bench of Alberta. The terms and conditions set forth in this Term Sheet, are intended to be comprehensive and are not subject to any further due diligence by any Party or to any further definitive documentation, except as expressly permitted or contemplated hereunder.

1. Purchaser

2262576 Alberta Ltd. (the "**Purchaser**" or the "**Stalking Horse Bidder**")

2. Seller

1194038 Alberta Ltd., (the **"Debtor"**) by and through its court appointed Receiver Ernst & Young Inc. (the **"Receiver"),** acting solely in its capacity as the Receiver of the Debtor's assets, undertakings, and properties of the Debtor, and not in its corporate or personal capacity.

3. Closing Date

Closing of the Proposed Transaction (**"Closing"**) shall occur on or about three (3) business days following the waiver or satisfaction of the closing conditions, or such earlier or later date as agreed by the Parties (the **"Closing Date").**

4. Court Approval of Term Sheet & Sales Process

On June 12, 2023, the Receiver applied to the Court of King's Bench of Alberta (the "**Court**") for, among other things, an order (the "**Sales Process Order**"), in substantially the form attached as **Schedule 'A'** hereto, approving the stalking horse sales solicitation process (the "**Sales Process**") in substantially the form attached as **Schedule 'A'** to the Sales Process Order. Simultaneously, the Receiver applied to the Court for a Sale Approval and Vesting Order, substantially in the form attached as **Schedule 'B'**, approving the purchase and sale of the Purchased Assets (the "**AVO**"). However, the effectiveness of the AVO is subject to the outcome of the Sales Process pursuant to paragraph 3 of the AVO.

5. Purchased Assets

Pursuant to the AVO, the Purchaser shall purchase the following assets of the Debtor (collectively, the "**Purchased Assets**"):

(a) The lands legally described as:

PLAN 7722579
BLOCK 2
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.543 HECTARES (1.34 ACRES) MORE OR LESS

(b) All of the Debtor's present and after acquired personal property and any proceeds therefrom. The personal property is limited to any such property that is related to the Purchased Assets.

(c) All of the Debtor's right, title and interest in and to the lease agreement with Canadian Tire Real Estate Limited dated June 1, 2008, as amended and extended.

6. Consideration

The total purchase price for the Purchased Assets shall be $4,375,000 (the "**Purchase Price**"), plus GST as applicable.

7. Representations & Warranties

The sale of the Purchased Assets to the Purchaser shall be on an "as is, where is basis".

8. Stalking Horse Process

The Purchaser hereby agrees to allow for disclosure of this Term Sheet to the Court and all other relevant parties as part of the Sales Process to be commenced by the Receiver as soon as practicable following execution of this Term Sheet and the granting of the Sales Process Order. Additionally, upon issuance of the AVO, and subject to receiving approval of the Court to proceed with the Sales Process, the Receiver shall continue carrying out the Sales Process in accordance with the provisions set forth in the Sales Process Order.

9. Deposit

The Purchaser has made a cash deposit of $656,250.00, approximately 15% of the Purchase Price (the "**Deposit**"), with respect to the Proposed Transaction.

The Deposit shall be forfeited, paid, and released to the Receiver if the Purchaser fails to close the Proposed Transaction and the Receiver is willing, ready and able to close the Proposed Transaction.

10. Break Fee

The sum of $125,000.00 (the "**Break Fee**") is payable to the Purchaser in its capacity as the Stalking Horse Bidder in accordance with the terms of the Sale Process if the Stalking Horse Bidder is not the Successful Bidder.

Should offers Superior Offers (as defined in the Purchase and Sale Agreement) of similar value and conditions be submitted upon closing of the sales process, the Receiver may elect to have an auction at is sole discretion. Should the Receiver proceed with an Auction process, (as defined in the Stalking Horse Sales Procedures document), the Break Fee will increase by 10% of any increased amount to the Superior Offer as a result of the Auction (the "**Increased Break Fee**")

Example of the Increased Break Fee: Should two offers of $5,000,000 be submitted, the Receiver can execute an Auction. If the outcome yields a Superior Offer of $6,000,000, the Receiver will pay an additional $100,000 as the Increased Break Fee (10% of the additional $1,000,000 gained from the Auction) in addition to the $125,000 Break Fee.

A minimum $20,000 will be added to the Break Fee should the Receiver execute an Auction.

11. Closing Steps and Payment of Purchase Price

The Purchase Price, less the Deposit amount, shall be payable in full on Closing and the closing steps and flow of funds shall be as follows, in sequence and timing that are satisfactory to the Purchaser and the Receiver, acting reasonably, with the completion of each step being conditional upon the completion of all steps. The funds will be wired to the Receiver, with the Receiver providing the Purchaser with the wiring instructions.

12. Conditions to Closing

The Parties' obligation to close the Proposed Transaction will be subject to the following conditions precedent (collectively, the "**Closing Conditions**"):

a) the granting of the Sale Process Order and the filing of the Sale Process Certificate (as defined in the Sale Process Order), all in a form satisfactory to the Parties, acting reasonably;
b) the granting of the AVO, in a form satisfactory to the Parties, acting reasonably; and
c) this Term Sheet being the successful bid under the Sale Process, or there is no Superior Offer under the Sale Process.
d) the AVO becoming a final order, nor subject to any stay or filed appeal, no later than the Closing Date referenced in Section 3.

13. Termination Rights

The Receiver shall be entitled to terminate this Term Sheet if:

a) the Court does not grant or enter the Sales Process Order;
b) any court or other governmental body shall have issued, enacted, entered, withdrawn, overturned promulgated or enforced any law, regulation, opinion, guidance, or order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Term Sheet; or
c) the Purchase Price is not paid in accordance with the terms of this Term Sheet.

The Purchaser shall be entitled to terminate this Term Sheet if:

a) the Purchaser is not the Successful Bidder under the Sales Process;
b) the Court does not grant or enter the Sales Process Order;
c) any court or other governmental body shall have issued, enacted, entered, withdrawn, overturned promulgated or enforced any law, regulation, opinion, guidance, or order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Term Sheet; or
d) the Proposed Transaction does not close on or prior to the date set out in Section 12, Conditions to Closing

14. Expenses

Each Party shall pay its own expenses in connection with the Proposed Transaction, whether or not the Proposed Transaction is completed, unless otherwise mutually agreed by the Parties.

15. Governing Law

This Term Sheet will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

16. Assignment

This Term Sheet may not be assigned without the prior written consent of the other Parties hereto.

17. Further Assurances

Each of the Parties hereto shall at the request and expense of the other Party hereto so requesting execute and deliver such further or additional documents and instruments as may reasonably be considered necessary or desirable to properly reflect and carry out the true intent and meaning of this Term Sheet.

The Parties shall each use commercially reasonable efforts to satisfy the Closing Conditions and implement the Proposed Transaction as soon as practicable, but in no event later than the Outside Date. The Parties shall cooperate with each other in a timely and commercially reasonable manner to satisfy the Closing Conditions and implement the Proposed Transaction soon as practicable.

The Parties shall duly prepare and execute such further and other documents, and take such further and other actions, as may be reasonably necessary in order to implement and give effect to the Proposed Transaction and the transactions and benefits contemplated thereby (collectively, the "**Closing Actions**")

18. Binding Term Sheet

All of the Parties hereby agree and acknowledge that this Term Sheet represents the final and binding agreement of the Parties with respect to the subject matter provided for herein.

19. Interpretation

Capitalized terms not otherwise defined herein have the meaning set forth in the Receivership Order, the Sale Process Order, the Sale Process or such other documents filed with the Court in support thereof.

[Signature page to follow]

EY Parthenon
Building a better working world

Dated effective as of the 19th day of June, 2023

Agreed and accepted as of the 19th day of June, 2023, by:

ERNST & YOUNG INC., in its capacity as Receiver of the Debtor, and not in its personal or corporate capacity

Per: ______________________________
Name: Matt McCulloch
Title: Senior Vice President

Agreed and accepted as of the 19th day of June, 2023, by:

2262576 ALBERTA LTD.

Per: ______________________________(c/s)
Name: Hassin (Sam) Mraiche
Title: President and CEO

SCHEDULE "B"

Receiver's SSP Certificate

COURT FILE NUMBER	2303 01855	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	1194038 ALBERTA LTD. and ALAN DOBISH also known as ALLAN DOBISH	
DOCUMENT	**RECEIVER'S CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Witten LLP** Barristers & Solicitors Suite 2500, Canadian Western Bank Place 10303 Jasper Avenue Edmonton, AB T5J 3N6 Solicitors for Ernst & Young Inc. in its capacity as Receiver of 1194038 Alberta Ltd. ATTN: Bren R. Cargill FILE: 133281-2/BRC PHONE: (780) 428-0501 FAX: (780) 429-2559	

RECITALS

A. Pursuant to an Order of the Honourable Justice **J. Fagnan** of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "Court") dated **March 14, 2023**, **Ernst & Young Inc.** was appointed as the receiver (the "Receiver") of the undertakings, property and assets of **1194038 Alberta Ltd.** (the "Debtor").

B. Pursuant to an Order (Approval of Sales Solicitation Process, Stalking Horse Term Sheet and Receiver's Conduct and Activities) granted by the Honourable Mr. Justice J. S. Little on June 12, 2023 (the "**Order**") the Court approved a binding term sheet between 2262576 Alberta Ltd. and the Receiver, dated June 19, 2023, and appended to the SSP Order as

Schedule "A" (the "**SH Term Sheet**"), and a sales solicitation process. This Receiver's Certificate is the certificate referred to in paragraph 9 of the Order.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Order.

THE RECEIVER CERTIFIES the following:

1. No Superior Offers were received by the Receiver in the SH Process or, in the alternative, the SH Bidder is the Successful Bidder in the SH Process and, as a result, the Receiver is proceeding to close the transaction detailed in the SH Term Sheet.

2. This Certificate was delivered by the Receiver at ____________ on ________________, **2023**.

Ernst & Young Inc., in its capacity as Receiver of the undertakings, property and assets of 1194038 Alberta Ltd., and not in its personal capacity.

Per;__________________________

Name:

Title: