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E. Wheaton

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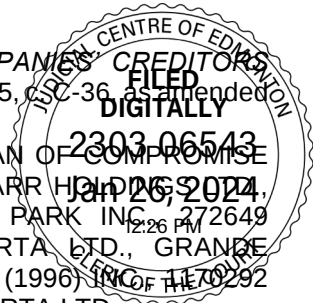
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COURT OF KING'S BENCH OF ALBERTA
EDMONTON

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c.36, as amended

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD.,
SPRUCE GROVE INDUSTRIAL PARK INC., 272649
ALBERTA LTD., 279896 ALBERTA LTD., GRANDE
PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292
ALBERTA LTD. and 627612 ALBERTA LTD.



APPLICANTS:

J.W. CARR HOLDINGS LTD., SPRUCE GROVE
INDUSTRIAL PARK INC., 272649 ALBERTA LTD.,
279896 ALBERTA LTD., GRANDE PRAIRIE PLACE
ENTERPRISES (1996) INC., 1170292 ALBERTA LTD.
and 627612 ALBERTA LTD.

DOCUMENT

**AMENDED AND RESTATED ORDER (Expedited Sale
Approval and Vesting Order Protocol) (Spruce Grove
Lots)**

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

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File Number: 159371.8

DATE ON WHICH ORDER WAS
PRONOUNCED:

January 24, 2024

NAME OF JUSTICE WHO MADE THIS
ORDER:

The Honourable Justice ~~D.R. Mah~~ *N.J. Whitling*
N.J. Whitling

LOCATION OF HEARING:

Edmonton, Alberta

UPON the application of **J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.** (collectively, the “**Applicants**”) for an Order approving an amended expedited protocol for the granting by this Honourable Court of Sale Approval and Vesting Orders in respect of certain condominium units owned by J.W. Carr Holdings Ltd. (“**JW Carr Holdings**”), 627612 Alberta Ltd. (“**627 AB Ltd.**”), and Grande Prairie Place Enterprises (1996) Inc.

(“GPPE”), and specifically:

- a) Central Park Condominiums - 23 condominium units in Edmonton, Alberta (the “**Central Park Condominiums**”) owned by JW Carr Holdings and bearing the legal descriptions set out in the Certificates of Title comprising Exhibit “C” to the Affidavit of Marjorie Carr sworn on April 10, 2023 (the “**April 10 Carr Affidavit**”) and filed in these proceedings;
- b) Rosedale Condominiums – 15 condominium units in Edmonton, Alberta (the “**Rosedale Condominiums**”) owned by 627 AB Ltd. and bearing the legal descriptions set out in the Certificates of Title comprising Exhibit “D” to the April 10 Carr Affidavit; and
- c) Inverness Condominiums - 15 condominium units and associated parking stalls in Grande Prairie, Alberta (the “**Inverness Condominiums**”) owned by GPPE and bearing the legal descriptions set out in the Certificates of Title comprising Exhibit “B”, Exhibit “C”, and Exhibit “D” to the confidential Affidavit of Morgan MacLean (the “**MacLean Affidavit**”);

AND UPON having read the Initial Order of the Honourable Justice J.J. Gill granted in these proceedings on April 19, 2023 (the “**Initial Order**”); the Amended and Restated Initial Order of the Honourable Justice J.T. Neilson granted in these proceedings on April 26, 2023 (the “**ARIO**”); the confidential Affidavit of Darrell Zapernick sworn on May 19, 2023 (the “**Zapernick Affidavit**”), the confidential MacLean Affidavit, the Order (Expedited Sale Approval & Vesting Order Protocol) (Central Park Condos, Rosedale Condos & Inverness Condos) of the Honourable Justice J.T. Neilson granted in these proceedings on May 23, 2023 (the “**May 23 Expedited SAVO Protocol Order – Central Park Condos, Rosedale Condos & Inverness Condos**”); the Brief of the Applicants, the Second Report of the Monitor, the Thirteenth Report of the Monitor, and the Service List established for use in these proceedings (the “**Service List**”);

IT IS HEREBY ORDERED AND DECLARED THAT: SERVICE

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

DEFINED TERMS

2. Words and phrases contained herein which begin with capital letters but which are not otherwise defined herein shall have the corresponding meanings given to such words and phrases in the ARIO.
3. For purposes of this Order:
 - a) “**Encumbrances**” shall mean any and all caveats, security interests, hypothecs, pledges,

mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing, any encumbrances or charges created by the Initial Order or the ARIO, any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system or any liens or claims of lien under the *Builders' Lien Act* (Alberta); and

- b) “**Encumbrance Record Date**” shall mean May 23, 2023;
- c) “**First Charge Mortgagee**” shall mean any of: Canadian Western Bank, the Bank of Montreal, and Servus Credit Union Ltd.; and
- d) “**Interim Lender**” shall mean MGB Investments Ltd.

EXPEDITED SALE APPROVAL AND VESTING ORDER PROTOCOL

4. Upon JW Carr Holdings, 627 AB Ltd. or GPPE (as the case may be) entering into a Purchase and Sale Agreement (a “**PSA**”) for a proposed transaction (the “**Proposed Transaction**”) for:

- a) the proposed sale of one or more of the Central Park Condominiums for a sale price equal to or greater than the satisfactory market value of the Central Park Condominiums described in the Zapernick Affidavit (the “**Satisfactory Market Value – Central Park**”);
- b) the proposed sale of one or more of the Rosedale Condominiums for a sale price equal to or greater than the satisfactory market value of the Rosedale Condominiums described in the Zapernick Affidavit (the “**Satisfactory Market Value - Rosedale**”); or
- c) the proposed sale of one or more of the Inverness Condominiums for a sale price equal to or greater than the satisfactory market value of the Inverness Condominiums described in the MacLean Affidavit (the “**Satisfactory Market Value - Inverness**”);

then JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) shall take the steps in respect of the Proposed Transaction described below in paragraphs 5 to 10 hereof.

5. Counsel for JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) shall:
- a) identify any Encumbrances, or Encumbrances as being submitted for registration on

the Certificate of Title to the real property to which the PSA pertains, subsequent to the Encumbrance Record Date (“**Subsequent Encumbrances**”);

a) obtain confirmation in writing that the Proposed Transaction has been approved by the Interim Lender and the First Charge Mortgagee in respect of any mortgage registered against title to the real property to which the PSA pertains; and

b) confirms that:

i. the Proposed Transaction is a transaction for the proposed sale of one or more of the Central Park Condominiums for a sale price equal to or greater than the Satisfactory Market Value – Central Park;

ii. the Proposed Transaction is a transaction for the proposed sale of one or more of the Rosedale Condominiums for a sale price equal to or greater than the Satisfactory Market Value - Rosedale; or

that the Proposed Transaction is a transaction for the proposed sale of one or more of the Inverness Condominiums for a sale price equal to or greater than the Satisfactory Market Value – Inverness.

6. Upon completion of the steps set out in paragraph 5 (the “**Expedited SAVO Requirements**”) JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) shall be at liberty to file an Affidavit confirming the Expedited SAVO Requirements have been completed in support of an Application (“**Expedited SAVO Application**”) for an expedited Sale Approval and Vesting Order in respect of the Proposed Transaction, substantially in the form of the Sale Approval and Vesting Order appended to this Order as Appendix “A” hereto (the “**Expedited SAVO**”). JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) shall have leave to file with this Court a copy of the PSA pertaining to the Proposed Transaction with the purchase price (or any information which allows the reader to calculate the purchase price, such as the amount of any deposit) redacted therefrom.

7. For great clarity, the Expedited SAVO Application:

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

- b) subject to paragraphs 8 to 10 hereof, shall be adjudicated by this Court as a “desk application”, without a hearing and by means of documents only, pursuant to Rule 6.9(1)(c) of the *Alberta Rules of Court*; and
- c) shall be referred by the Edmonton Commercial Coordinator for adjudication by the Honourable Justice J.T. Neilson (subject to Justice J.T. Neilson’s availability) or, in circumstances in which the Honourable Justice J.T. Neilson is unavailable, to another Justice of this Court assigned to the Edmonton Commercial List.

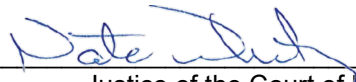
NOTICE TO ENCUMBRANCE HOLDERS

- 8. In the event that, subsequent to the Encumbrance Record Date, an encumbrance has been registered against the Certificate of Title to real property which is the subject of an Expedited SAVO Application (a “**Subsequent Encumbrance**”), then JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) shall exclusively serve upon the holder of such Subsequent Encumbrance (the “**Subsequent Encumbrance Holder**”) the Expedited SAVO Application and materials filed in support thereof, save and except for any confidential materials which JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) may seek to file with this Court on a sealed basis (collectively, the “**Expedited SAVO Application Materials**”). The Subsequent Encumbrance Holder shall have seven days, from and after the date on which it is served with the Expedited SAVO Application Materials by JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) (the “**Service Date**”), within which to serve upon JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) and to file with this Court materials in reply to the Expedited SAVO Application Materials (the “**SAVO Application Reply Materials**”).
- 9. In the event that a Subsequent Encumbrance Holder, having been served with the Expedited SAVO Application Materials, serves SAVO Application Reply Materials upon JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) and files with this Court SAVO Application Reply Materials on or before the seventh day following the Service Date, then such SAVO Application Reply Materials shall be considered by the Court in adjudicating the Expedited SAVO Application.
- 10. In the event that a Subsequent Encumbrance Holder, having been served with the Expedited SAVO Application Materials, fails, on or before the seventh day following the Service Date, to serve SAVO Application Reply Materials upon JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) and to file with this Court SAVO Application Reply Materials, then the Expedited SAVO Application shall proceed to be adjudicated by the Court as a “desk application”, without a hearing and by means of documents only, pursuant to Rule 6.9(1)(cc) of the *Alberta Rules of Court* and

without further notice to such Subsequent Encumbrance Holder.

MISCELLANEOUS MATTERS

11. The Applicants, the Monitor and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order.
12. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) 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 JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be), as may be necessary or desirable to give effect to this Order or to assist JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) and its agents in carrying out the terms of this Order.
13. Service of this Order shall be deemed good and sufficient by serving the same on:
 - a) the persons listed on the Service List; and
 - b) any other person served with notice of the application for this Order.and service on any other person is hereby dispensed with.
14. Service of this Order may be effected by facsimile, electronic mail, personal delivery, or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.


Justice of the Court of King's Bench of Alberta

**APPENDIX 'A' to
Expedited SAVO Protocol Order
(Central Park Condos, Rosedale Condos
& Inverness Condos)**

Clerk's Stamp:

COURT FILE NUMBER 2303 06543

COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD.,
SPRUCE GROVE INDUSTRIAL PARK INC., 272649
ALBERTA LTD., 279896 ALBERTA LTD., GRANDE
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ALBERTA LTD. and 627612 ALBERTA LTD.

APPLICANTS: J.W. CARR HOLDINGS LTD., SPRUCE GROVE
INDUSTRIAL PARK INC., 272649 ALBERTA LTD.,
279896 ALBERTA LTD., GRANDE PRAIRIE PLACE
ENTERPRISES (1996) INC., 1170292 ALBERTA LTD.
and 627612 ALBERTA LTD.

DOCUMENT **APPROVAL AND VESTING ORDER**

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT: **MLT AIKINS LLP**
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File Number: 159371.8

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

**NAME OF JUSTICE WHO MADE THIS
ORDER:**

The Honourable Justice J.T. Neilson

LOCATION OF HEARING:

Edmonton, Alberta

**APPENDIX 'A' to
Expedited SAVO Protocol Order
(Central Park Condos, Rosedale Condos
& Inverness Condos)**

UPON the application of **J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.** (collectively, the “**Applicants**”) for an Order approving the sale transaction (the “**Transaction**”) contemplated by the PSA (as defined herein) appended to the Affidavit of [NTD: INSERT AFFIANT] SWORN [NTD: DATE], vesting in the purchaser, [NTD: NAME] (or its nominee) (the “**Purchaser**”) all right, title and interest of J.W. Carr Holdings Ltd. (“**JW Carr Holdings**” or the “**Applicant**”), 627612 Alberta Ltd. (“**627 AB Ltd.**” or the “**Applicant**”) and/or Grande Prairie Place Enterprises (1996) Inc. (“**GPPE**” or the “**Applicant**”) in or to the Purchased Assets (as hereinafter defined);

AND UPON having read the Initial Order of the Honourable Justice J.J. Gill granted in these proceedings on April 19, 2023 (the “**Initial Order**”); the Amended and Restated Initial Order of the Honourable Justice J.T. Neilson granted in these proceedings on April 26, 2023 (the “**ARIO**”); the Sales and Investment Solicitation Process Order of the Honourable Justice J.T. Neilson granted in these proceedings on April 26, 2003 (the “**SISP Order**”); the Amended Order (Expedited Sale Approval and Vesting Order Protocol) (Central Park Condos, Rosedale Condos & Inverness Condos) of the Honourable Justice D. R. Mah granted in these proceedings on January 24, 2024 (the “**Amended Expedited SAVO Protocol Order (Central Park Condos, Rosedale Condos & Inverness Condos)**”), the Affidavit of [NTD: Insert Affiant and Date];

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Pursuant to the Expedited SAVO Protocol Order (Central Park Condos, Rosedale Condos & Inverness Condos), service of a notice of application for this order is hereby dispensed with and this application is properly returnable today.

DEFINED TERMS

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

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the Purchase and Sale Agreement dated [NTD: DATE] between JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) and the Purchaser (the “**PSA**”) by JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) is hereby authorized and approved, with such minor amendments as JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) may deem necessary. Counsel for JW Carr Holdings, 627 AB

**APPENDIX 'A' to
Expedited SAVO Protocol Order
(Central Park Condos, Rosedale Condos
& Inverness Condos)**

Ltd. and/or GPPE (as the case may be) and/or the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

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

(the "**Purchased Assets**").

5. Upon delivery of written confirmation of counsel for JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) that it has received or is satisfied that it will receive payment from the Purchaser together with a copy of this Order, all right, title and interest of JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Initial Order or the ARIO;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the Builders' Lien Act (Alberta); and
- (d) those Claims listed in **Schedule "B"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "C"** (collectively, "**Permitted Encumbrances**");

**APPENDIX 'A' to
Expedited SAVO Protocol Order
(Central Park Condos, Rosedale Condos
& Inverness Condos)**

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting, or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

6. Upon written confirmation of counsel for JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) that it has received or is satisfied that it will receive payment from the Purchaser together with a copy of this Order, and 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 written confirmation and 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**”) shall:

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

(the “**Lands**”)

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, [NTD: NAME OF PURCHASER OR NOMINEE];
- (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule “C”**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule “C”**; and
- (iv) discharge and expunge the Encumbrances listed in **Schedule “B”** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the PSA

against the existing Certificate of Title to the Lands;

7. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the PSA. Presentment of this Order and written confirmation from counsel for JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
8. No authorization, approval, or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery, and performance by the Applicants and the Monitor of the PSA.
9. Upon delivery of the written confirmation referred to in paragraph 6 together with a copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Applicants or the Monitor in its capacity as Monitor of JW Carr Holdings, 627 AB Ltd. and/or GPPE and not in its personal capacity.
10. Counsel for JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) is hereby directed to distribute the sale proceeds from the Proposed Transaction as follows:
 - (a) by paying the reasonable professional fees and disbursements of legal counsel for JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) for all of their work relating to the Transaction, including receiving, finalizing and arranging for execution of the PSA, applying for and obtaining this Sale Approval & Vesting Order, closing the Transaction and distributing the net sale proceeds derived from the Transaction in accordance with this Order;
 - (b) by paying the amount owing to the municipality in which the Purchased Asset is located with respect to municipal property taxes, assessments, penalties and interest and any other overdue charges owing to the said municipality with respect to the Purchased Asset, ranking prior to the Mortgage held by [NTD: NAME OF MORTGAGEE] (the “**Subject Mortgage**”), if any;
 - (c) by paying to the applicable condominium corporation to which the Purchased Assets

**APPENDIX 'A' to
Expedited SAVO Protocol Order
(Central Park Condos, Rosedale Condos
& Inverness Condos)**

pertain the arrears of condominium fees (if any) owing to such condominium corporation by JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) in respect of the Purchased Assets, subject to verification by the Monitor of the validity of the outstanding arrears of condominium fees;

- (d) by paying to Canada Revenue Agency, the amount of any Goods and Services Tax (“**GST**”) payable as a result of the sale transaction approved by this Order, if any;
 - (e) by paying the real estate commission and the GST thereon owing to the real estate agent engaged by JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) to market the Purchased Assets, if any;
 - (f) by paying to [NAME OF MORTGAGEE] (the “**Subject Mortgagee**”) any amounts owing under and pursuant to the Subject Mortgage, to be credited toward the amounts owing to the Subject Mortgagee, subject to:
 - (i) verification by the Monitor of the indebtedness owing to the Subject Mortgagee; and
 - (ii) the Monitor obtaining a legal opinion from its independent legal counsel that the security on the Purchased Assets held by the Subject Mortgagee is valid and enforceable; and
 - (g) by paying the remainder, if any, to the Monitor, to be held in trust until further Order of this Court.
11. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
12. Except as expressly provided for in the PSA, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the

**APPENDIX 'A' to
Expedited SAVO Protocol Order
(Central Park Condos, Rosedale Condos
& Inverness Condos)**

Applicants (including, without limitation, JW Carr Holdings, 627 AB Ltd. and/or GPPE).

13. Upon completion of the Transaction, JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) and all persons who claim by, through or under JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
14. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) or any person claiming by, through or against JW Carr Holdings, 627 AB Ltd. and/or GPPE.
15. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Applicants (including, without limitation, JW Carr Holdings, 627 AB Ltd. and/or GPPE) or the Monitor in respect of the Purchased Assets.

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 JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be); and
 - (d) the provisions of any federal or provincial statute:

**APPENDIX 'A' to
Expedited SAVO Protocol Order
(Central Park Condos, Rosedale Condos
& Inverness Condos)**

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) and shall not be void or voidable by creditors of JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) 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 Applicants, the Monitor, the Purchaser (or its nominee), and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
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 JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) 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 JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be), as may be necessary or desirable to give effect to this Order or to assist JW Carr Holdings, 627 AB Ltd. and/or GPPE (as the case may be) 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) any person served with notice of the application for this Order; and
 - (ii) the Purchaser or the Purchaser's solicitors;and service on any other person is hereby dispensed with.

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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