Form 27
[Rules 6.3 and 10.52(1)]

Clerk's Stamp

COURT FILE NUMBER	2303 06543
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
DOCUMENT	**APPLICATION (Order Terminating CCAA Proceedings)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT Aikins LLP 2200, 10235 – 101st Street Edmonton, Alberta T5G 3G1 **Attention: Jeffrey M. Lee, K.C. and Mandi Deren-Dubé** Telephone: (306) 975-7136/ (780) 969-3518 Fax: (306) 975-7145/ (780) 969-3549 Email: jmlee@mltaikins.com / mderendube@mltaikins.com

NOTICE TO RESPONDENTS: As indicated in the Service List attached as Schedule "A".

This application is made against you. You are a respondent. You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date:	**May 29, 2024**
Time:	**10:00 A.M.**
Where:	**Edmonton Law Courts (Via WebEx)**
Before Whom:	**The Honourable Justice M. J. Lema**

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. The Applicants, J.W. Carr Holdings Ltd. ("**Carr Holdings**"), Spruce Grove Industrial Park Inc. ("**SGIP**"), 272649 Alberta Ltd. ("**272**"), Grande Prairie Place Enterprises (1996) Inc. ("**GPPE**"), 279896 Alberta Ltd., 1170292 Alberta Ltd. ("**117**") and 627612 Alberta Ltd. ("**627**") (collectively, the "**Applicants**") seek the following relief under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**"):

   (a) An Order, substantially in the form attached hereto as **Schedule "B"**:

      i. abridging, if necessary, the time for service of notice of this application and materials in support thereof, and declaring service of the same to be good and sufficient;

      ii. terminating these CCAA Proceedings;

      iii. discharging Ernst & Young Inc. as the Monitor of the Applicants (the "**Monitor**");

      iv. authorizing and directing the Monitor to pay the amount of $244,238.00 comprising the Lien Holdback, as defined in paragraph 8 of the Broadfoot Interim Distribution Order (as defined below), to the law firm of Norton Rose Fulbright Canada LLP, counsel to the Interim Lender, and directing such law firm to hold such amount in trust until a Lien Holdback Release Agreement, as defined in the Eighth Supplemental Carr Affidavit, is reached or further Order of the Court;

      v. authorizing and directing the Applicants and counsel for the Applicants to pay all of the residual proceeds (the "**GPPE Residual Proceeds**") of the sale of GPPE's commercial properties to Park Property Management Group Ltd. (the "**Purchaser**") to McMillan LLP, in trust, to be held subject to an agreement between the Bank of Nova Scotia and Servus Credit Union Ltd. ("**Servus**") (collectively, the "Affected Creditors");

      vi. Authorizing and directing the Applicants and counsel for the Applicants to assign and transfer any and all interest in the GPPE Residual Proceeds and any agreements in respect thereof to the Affected Creditors and their counsel, including:

         I. the Escrow Agreement dated January 1, 2024 (the "**Escrow Agreement**") between GPPE and 117 (as the Indemnifier), Park Property Management Group Ltd. (as the Indemnified Party) and MLT Aikins LLP (as the Escrow Agent);

II. the $200,000 comprising the Escrow Amount, as defined in paragraph 2.1 of the Escrow Agreement;

III. any amounts retained by GPPE over and above any post-filing operational expenses (the "**GPPE Residual Proceeds**"), and

IV. all monies owing to GPPE and/or 117 by Park Property Management Group Ltd.

vii. authorizing and directing the Applicants and counsel for the Applicants to pay all of the residual proceeds from the sale of Unit 906 in the Rosedale Condominium Building (the "**Rosedale Condo**") to Miller Thomson LLP, counsel for Servus, pending an agreement between Servus and the condominium corporation in respect of the unpaid condominium fees owing, or further Court order;

viii. authorizing and directing the Applicants and counsel for the Applicants to pay all of the residual proceeds from the prior sales of the Central Park Condominiums to Norton Rose Fulbright Canada LLP, counsel for Michael G. Broadfoot, pending an agreement between Michael G. Broadfoot and the condominium corporation in respect of the unpaid condominium fees owing, or further Court order;

ix. authorizing and directing the Applicants and counsel for the Applicants to pay all of the residual amounts held by the Applicants by or on behalf of the Applicants to the Interim Lender, in partial satisfaction of the amounts secured by the Interim Lender's Charge;

x. authorizing the Applicants to destroy the Applicants' remaining books and records on sixty (60) days' notice to Canada Revenue Agency ("**CRA**") (the "**Records Destruction**");

(b) a Sale Approval and Vesting Order (the "**CPC SAVO**") substantially in the form attached as **Schedule "C"** hereto approving and authorizing the transaction (the **"CPC Transaction**") contemplated by the agreement of purchase and sale (the "**CPC PSA**") between Carr Holdings (as Vendor) and Michael G. Broadfoot ("**Broadfoot**") (as Purchaser) pertaining to those condominium units in the Central Park Condominium complex in Edmonton, Alberta more particularly described in the CPC PSA (the "**CPC Assets**"). A copy of the CPC PSA is exhibited to the Eighth Supplemental Carr Affidavit;

(c) a Sale Approval and Vesting Order (the "**Centre West Shares SAVO**") substantially in the form attached as **Schedule "D"** approving and authorizing the transaction (the **"Centre West Transaction**") contemplated by the agreement of purchase and sale (the "**Centre West Shares PSA**") between Carr Holdings (as Vendor) and MGB Investments Limited Partnership (the "**Interim Lender**") (as Purchaser) pertaining to the proposed sale of the shares (the "**Centre West Shares**") owned by Carr Holdings in the capital stock of a corporation known as Centre West (Grande Prairie) Enviro Wash & Lube Ltd. ("**Centre West**"). A copy of the Centre West Shares PSA is exhibited to the Eighth Supplemental Carr Affidavit; and

(d) such further and other relief as this Honourable Court may deem just.

Grounds for making this application:

2. Unless otherwise defined herein, words and phrases contained in this Notice of Application which begin with capital letters have the respective meanings ascribed to them in the Affidavit of Marjorie Carr sworn on May 21, 2024 and the Sixteenth Report of the Monitor, dated May 21, 2024 (the "**Sixteenth Report**") and the Seventeenth Report of the Monitor, to be filed (the "**Seventeenth Report**").

3. The Applicants are a group of seven Alberta corporations which own (or previously owned) a portfolio of real estate properties located in Grande Prairie, Edmonton, Fort Saskatchewan, Spruce Grove and Wetaskiwin, Alberta.

4. The objective of this CCAA proceeding pursued by the Applicants was to develop and implement an expedited, cost-effective process for the orderly sale of the real estate assets of the Applicants in order for the net sale proceeds derived from such sale to:

(a) retire the secured debt owed by the Applicants to the secured creditors (in whole or in part); and

(b) capture the value in the assets of the Applicants past the debts owed to the secured creditors for the benefit of all stakeholders of the Applicants.

5. The Applicants have obtained a number of Orders within these CCAA proceedings, including the Amended and Restated Initial Order (the "**ARIO**") granted April 26, 2024, the Sale Investment and Solicitation Process ("**SISP**") Order granted April 26, 2023, the Amended and Restated SISP Order granted July 26, 2023 (hereinafter collectively with the SISP, referred to as the "**SISP Order**"),

four Expedited SAVO Protocol Orders, a number of other Sale Approval and Vesting Orders in respect of the sale of shares and real property owned by the Applicants, the Order (Extending Stay of Proceedings & Sealing Orders) granted on July 26, 2023, the Order (Extending Stay of Proceedings and Sealing Orders) granted October 24, 2023, the Order (Extending Stay of Proceedings and Sealing Orders) granted January 24, 2024, and the Order (Extending Stay of Proceedings, Increasing Interim Financing Charge & Authorizing Interim Distribution) granted April 17, 2024 (the "**Fourth Extension Order**").

Termination of the CCAA Proceedings

6. Since the Fourth Extension Order, the Applicants have continued to make progress toward liquidating the Carr Group Properties and to take all necessary steps to wind up these CCAA Proceedings. In particular, the Applicants have:

(a) closed on the sales of all of the Applicants' commercial properties;

(b) continued to sell certain of the lower value residential properties and vacant lots, pursuant to the Amended Expedited SAVO Protocol Orders;

(c) completed the work required to transition operations of the commercial buildings formerly owned by GPPE to the purchaser of those properties, in order to wind up operations and pay all post filing creditors of GPPE (the "**GPPE Wind-Up**");

(d) compiled all outstanding financial information and reported to the Monitor in respect of the proceeds of all property sales and the GPPE Wind-Up, in order to facilitate the distribution to the affected creditors contemplated in this Application;

(e) established a process for recovery and distribution of those remaining assets which are not expected to mature until after the conclusion of the stay of proceedings; and

(f) solicited and obtained credit bids on several of the remaining assets of the Carr Group.

7. As a result of the aforementioned efforts by the Applicants and the Monitor, the CCAA Proceedings have resulted in an orderly liquidation of all or substantially all of the Applicants' real and personal property, with the exception of such property subject to First Charge Encumbrances (as defined in the ARIO).

8. Accordingly, the objectives of the CCAA Proceedings have been fulfilled, and the role of the Monitor contemplated in paragraph 24 of the ARIO has been completed.

Distribution of Proceeds

Proposed Distribution of the Lien Holdback

9. Counsel for the Monitor continues to hold the Lien Holdback from the proceeds of the sale of the Tundra Building, as defined in the Broadfoot Distribution Order. This amount was established as a holdback from the distribution to Michael G. Broadfoot, for certain builders' liens filed on the Tundra Building, which was sold pursuant to the sale and vesting Order dated August 22, 2023.

10. By Order dated April 17, 2024, the Monitor was authorized to distribute the Lien Holdback (as defined in paragraph 8 of the Broadfoot Distribution Order, by written agreement of the affected parties (a "**Lien Holdback Release Agreement**"). The Applicants further understand that as of the date of this Affidavit, no Lien Holdback Release Agreement has been agreed upon.

11. Given the impending discharge of the Monitor, the Applicants propose to pay the Lien Holdback amount to counsel for the Interim Lender, to be held in trust subject to a Lien Holdback Release Agreement or further Court Order.

Proposed Distribution of the GPPE Residual Proceeds

12. Pursuant to a purchase and sale agreement, and the sale and vesting Order dated November 28, 2023 (the "**Nov 28 SAVO**"), all of the commercial real property owned by GPPE was sold to Park Property Management Group Ltd. (the "**Purchaser**").

13. Pursuant to the terms of the PSA and the Escrow Agreement dated January 1, 2024 (the "**Escrow Agreement**"), the amount of $200,000.00 (the "**Escrow Amount**") was deducted from the Purchase Price payable to the First Charge Encumbrancers and deposited into escrow to provide, *inter alia*, security for the obligations under the PSA. The Escrow Amount is to be held in trust for a period of nine (9) months following closing of the PSA, which occurred on January 2, 2024.

14. In addition to the Escrow Amount, rents for January 2024 in the amount of $336,887.92 were paid to the Applicant and adjusted for as part of the Purchase Price.

15. The First Charge Encumbrancers have a first charge security interest in the Escrow Amount, as well as any amounts retained by GPPE over and above any post-filing operational expenses (the

"**GPPE Residual Proceeds**"), form part of the security held by the First Charge Encumbrancers in respect of the GPPE commercial buildings, being The Bank of Nova Scotia and Servus Credit Union.

16. The Applicants have completed an accounting of the proceeds and expenses incurred in respect of the GPPE Wind-Up, which has been submitted to the Monitor for review. Subject to the opinion of the Monitor, the Applicants propose to pay the GPPE Residual Proceeds to McMillan LLP, counsel for The Bank of Nova Scotia and Servus Credit Union in trust, to be distributed pursuant to an agreement between the affected creditors.

17. The Applicants further propose to assign the entirety of the Escrow Agreement any entitlement to the Escrow Amount to McMillan LLP, counsel for The Bank of Nova Scotia and Servus Credit Union Ltd. ("Servus"), in trust, for the reasons set out above.

Proposed Distribution of Rosedale Proceeds

18. The unit municipally located at 906, 9917 110 St NW Edmonton, in the Rosedale Condominiums (the "**Rosedale Condo**") was sold by way of an Expedited Sale Approval Order dated December 1, 2023.

19. The terms of the Expedited SAVO Order require the Applicants to first deduct and pay any amounts owing to the applicable condominium corporation to which the Purchased Assets (as defined in the Dec 1 Expedited SAVO Order) pertain (the "**Rosedale Condo Board**"), subject to verification by the Monitor.

20. However, the Applicants are advised by Fix & Smith LLP, conveyancing counsel for the Applicants, that despite reasonable efforts, they have been unable to ascertain or verify with the Monitor the amounts owing to the Rosedale Condo Board.

21. The first mortgagee on title to the Rosedale Condo, Servus Credit Union Ltd. ("**Servus**") is entitled to proceeds of the sale pursuant to the terms of the Order which was granted by this Court approving the sale. Accordingly, the Applicants propose to distribute the Rosedale Proceeds to Miller Thomson LLP, counsel for Servus Credit Union, in trust, pending an agreement between Servus and the Rosedale Condo Board in respect of the amounts owing, or further order.

Proposed Distribution of Central Park Condo Proceeds

22. Several of the units municipally located at 9917 - 110 St NW Edmonton, in the Central Park Condominium building (the "**Central Park Condos**") were sold by way of an Expedited Sale Approval Order throughout the course of these proceedings.

23. The terms of the Expedited SAVO Order require the Applicants to first deduct and pay any amounts owing to the applicable condominium corporation to which the Purchased Assets (as defined in the Dec 1 Expedited SAVO Order) pertain (the "**Central Park Condo Corp**"), subject to verification by the Monitor.

24. However, the Applicants are advised by Fix & Smith LLP, conveyancing counsel for the Applicants, that despite reasonable efforts, they have been unable to ascertain or verify with the Monitor the amounts owing to the CPC Condo Board.

25. The first mortgagee on title to the Central Park Condos, Michael G. Broadfoot ("Broadfoot"), is entitled to proceeds of the sale pursuant to the terms of the Order which was granted by this Court approving the sale. Accordingly, the Applicants propose to distribute the Central Park Condo Proceeds to Norton Rose Fulbright Canada LLP, counsel for Broadfoot, in trust, pending an agreement between Broadfoot and the Central Park Condo Board in respect of the amounts owing, or further order.

Proposed Sale of Central Park Condominiums

26. J.W. Carr Holdings Ltd. owned a total of 23 condominium units in a Central Park, in the neighbourhood of Oliver, in Edmonton, Alberta (the "**Central Park Condos**"). As at the date of the Initial Order, the following was a summary of the security registered against the Central Park Condos:

(a) The Owners: Condominium Plan No. 872 2944 (the "**Central Park Condo Corp**") registered a caveat on title to each of the Central Park Condos for unpaid condominium arrears and special assessments (the "**Central Park Caveat**").

(b) Canadian Western Bank ("**CWB**") has a first mortgage registered on title to the Central Park Condos in the principal amount of $3,684,200 (the "**CWB Mortgage**").

(c) Jaycap Financial Ltd. ("**Jaycap**") has a second mortgage registered on title to the Central Park

Condos in the principal amount of $1,500,000 plus interest at a rate of 15% per annum for the first 18 months, and 22% per annum compounded monthly thereafter payable on demand (the "**Jaycap Mortgage**").

27. As at March 30, 2023, the Central Park Condo Corp indebtedness secured by the Central Park Caveat totaled $572,106.32. As at March 17, 2023, the indebtedness owing to CWB in respect of the CWB Mortgage was $2,348,102.04.

28. The CWB Indebtedness and CWB Mortgage were assigned to Broadfoot in or around April of 2024 (the "**Broadfoot Assignment**").

29. On or about May 20, 2024, Carr Holdings entered into a purchase and sale agreement with Broadfoot (& or his nominee(s)) (the "**Purchaser**") for the purchase of those condominium units in the Central Park Condos (the "**CPC PSA**") as municipally and legally described in the CPC PSA.

30. The Applicants are of the view that approval of the credit bid proposed by the Purchaser is fair and reasonable in the circumstances.

<u>Proposed Sale of Shares in Centre West Car Wash</u>

31. J.W. Carr Holdings Ltd. continues to hold 43% of the common voting shares in Centre West (Grande Prairie) Enviro Wash and Lube Ltd. ("**Centre West**"). Centre West owns and operates a car, truck, and RV wash located in Grande Prairie.

32. MGB Investments Limited Partnership ("**MGB**") (& or its nominee(s)) advanced an offer for the purchase and sale of the shares (the "**Centre West Shares**") owned by Carr Holdings in the capital stock of a corporation known as Centre West (Grande Prairie) Enviro Wash & Lube Ltd. ("**Centre West**") ("**Centre West PSA**").

33. Centre West's primary asset is the real property upon which the business is located. However, the real property is subject to a claim by Romspen Investment Group ("**Romspen**") pursuant to a collateral mortgage registered against all of the Carr Group's assets. As the Carr Group is unable to pay its liabilities as they come due on this mortgage, Romspen is pursuing enforcement proceedings against Centre West's real property.

34. For this reason, the Applicants are of the view that approval of the Centre West PSA is fair and reasonable in the circumstances.

Records Destruction

35. The records of the Applicants have historically been maintained in two locations: the office of 279 in Edmonton, Alberta, and the commercial buildings owned by GPPE.

36. 279 moved out of its office shortly following the commencement of the CCAA proceedings last year, and all of those records were moved into my personal residence. However, my personal residence is now in foreclosure, and will shortly be sold. To the extent that any party wishes to maintain the records or seek a Court order to obtain access to these records, we would be willing to facilitate this; however, the Carr Group has no resources ability to relocate or continue to store these records at its expense.

37. Upon the sale of the GPPE commercial buildings, all of the records stored there were moved into storage in Grande Prairie. This storage unit has been paid for three months in advance out of the proceeds of the GPPE Wind-Up. However, the Carr Group no longer has any employees in Grande Prairie. After the expiry of the three months' pre-paid storage fees, the Carr Group will have no ability to relocate or continue to store these records at its expense.

38. The Applicants propose that the interested parties be provided with sixty (60) days (the "**Receipt Date**") from and after the date of its receipt of notice of the Applicants' intention to destroy the records (the "**Records Destruction Notice**") within which to make appropriate arrangements with the Applicants to take physical possession of the Records.

39. In the event that the interested parties do not exercise their rights to take physical possession of the Records on or before the sixtieth (60th) day following the Receipt Date, the Applicants shall be authorized to have the Records destroyed without further Order of the Court.

General

40. No creditors are expected to be prejudiced by the Order sought within this Application.

41. All relief requested in this Application is supported by the Monitor and Interim Lender.

42. Such further and other grounds as counsel for the Applicants may advise and this Honourable Court may permit.

Material or evidence to be relied on:

43. The Applicants rely on the following materials and evidence in support of this Application:

(a) The Affidavit of Marjorie Carr sworn on April 10, 2023;

(b) The First Supplemental Affidavit of Marjorie Carr sworn on April 18, 2023;

(c) The Second Supplemental Affidavit of Marjorie Carr sworn on June 19, 2023;

(d) The Third Supplemental Affidavit of Marjorie Carr sworn on July 17, 2023;

(e) The Fourth Supplemental Affidavit of Marjorie Carr sworn on October 16, 2023;

(f) The Fifth Supplemental Affidavit of Marjorie Carr sworn on November 17, 2023;

(g) The Sixth Supplemental Affidavit of Marjorie Carr sworn on January 15, 2024;

(h) The Ninth Confidential Carr Affidavit, sworn on January 15, 2023;

(i) The Seventh Supplemental Affidavit of Marjorie Carr sworn on April 8, 2024;

(j) The Eight Supplemental Affidavit of Marjorie Carr sworn on May 21 2024;

(k) The Initial CCAA Order granted on April 19, 2023;

(l) The Amended and Restated CCAA Initial Order granted on April 26, 2023;

(m) The Sales Investment and Solicitation Process Order granted on April 26, 2023;

(n) The Amended and Restated Sales Investment and Solicitation Process Order granted July 26, 2023;

(o) The Order (Extending Stay of Proceedings and Sealing Orders), filed October 30, 2023;

(p) The Order (Extending Stay of Proceedings and Sealing Orders), filed January 24, 2024;

(q) The Bench Brief of the Applicants (with authorities);

(r) The Thirteenth Report of the Monitor, filed January 15, 2024;

(s) The Fourteenth Report of the Monitor, filed January 19, 2024;

(t) The Confidential Supplement to the Fourteenth Report of the Monitor;

(u) The Fifteenth Report of the Monitor, filed April 15, 2024;

(v) The Sixteenth Report of the Monitor, to be filed; and

(w) Such further and other materials as counsel for the Applicants may advise and this Honourable Court may permit.

Applicable rules:

44. Part 6, Division 1 of the *Alberta Rules of Court*, Alta Reg 124/2010.

Applicable Acts and regulations:

45. The *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, section 36;

46. Such further and other Acts or regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

47. None.

How the application is proposed to be heard or considered:

48. By hearing conducted through WebEx video conference.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A"
SERVICE LIST

SCHEDULE "A"

Service List

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.

Court Action No.: 2303-06543

SERVICE LIST

(as at May 21, 2024)

PARTY	COUNSEL
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Park Property Management Group Ltd. #206, 10625 West Side Drive Grande Prairie, AB T8V 8E6 **Attention:** Rhona Side rhonda.side@sidemanagement.ca	*Koffman Kalef LLP* 19th Floor, 885 West Georgia Street Vancouver, BC V6C 3H4 **Attention:** Douglas Side das@kkbl.com

SCHEDULE "B"
DRAFT ORDER

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 PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
APPLICANTS:	J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
DOCUMENT	**ORDER (Terminating CCAA Proceedings)**
CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	**MLT AIKINS LLP** Suite 2200, 10135 – 101st Street NW Edmonton, AB T5J 3G1 Solicitor: Jeffrey M. Lee, K.C./ Mandi Deren-Dube Telephone: (306) 975-7136/ (780) 969-3518 Facsimile: (306) 975-7145/ (780) 969-3549 Email: jmlee@mltaikins.com/ mderendube@mltaikins.com File Number: 159371.8
DATE ON WHICH ORDER WAS PRONOUNCED:	May 29, 2024
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Justice M.J. Lema
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. ("**GPPE**"), 1170292 Alberta Ltd. ("**117**") and 627612 Alberta Ltd. (such seven corporations hereinafter collectively described as the "**Applicants**"); **AND UPON** having read the Initial Order of the Honourable Justice J.J. Gill granted on April 19, 2023 (the "**Initial Order**"); the Amended and Restated Initial Order of the Honourable Justice J.T. Neilson granted on April 26, 2023 (the "**ARIO**"); the Sales and Investment Solicitation Process Order of the Honourable Justice J.T. Neilson granted on April 26, 2023 (the "**SISP Order**"); the Order (Extending Stay of Proceedings & Sealing Orders) of the Honourable Justice N.J. Whitling granted on July 26, 2023 (the "**July 26 Stay Extension Order**"); the Order (Extending Stay of Proceedings & Sealing Orders) of the Honourable Justice M.J. Lema granted on October 24, 2023 (the "**October 24 Stay Extension Order**"); the Interim Distribution Order of the Honourable Justice M.E. Burns granted on November 20, 2023 upon application by Canadian Western Bank and filed on November 24, 2023 (the "**CWB Interim Distribution Order**"); the Interim Distribution Order of the Honourable Justice M.E. Burns granted on November 20, 2023 upon application by Michael G. Broadfoot and filed on November 24, 2023 (the "**Broadfoot Interim Distribution Order**"); the Sale and Vesting Order dated November 28, 2023 (the "**Nov 28 SAVO**"); the Expedited SAVO Order dated December 1, 2023 (the "**Dec 1 Expedited SAVO Order**"); the Order (Extending Stay of Proceedings & Sealing Orders) of the Honourable Justice N.J. Whitling granted on January 24, 2024 (the "**January 24 Stay Extension Order**"); the Order (Extending Stay of Proceedings, Increasing Interim Financing Charge & Authorizing Interim Distribution) of the Honourable Justice J.T. Neilson granted on April 17, 2024 (the "**April 17 Stay Extension Order**"); the Sixteenth Report of the Monitor dated May 21, 2024 (the "**Sixteenth Report**"); the Seventeenth Report of the Monitor dated [NTD]; the Eighth Supplemental Affidavit of Marjorie Carr sworn on May 21, 2024; and the Brief of Law of the Applicants dated May 21, 2024; **AND UPON** having heard submissions from counsel for the Applicants, and any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

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

2. Words and phrases contained in this Order which begin with capital letters but which are not expressly defined herein shall have the corresponding meanings ascribed thereto in the ARIO.

<u>Termination of CCAA Proceedings</u>

3. Subject to the terms of this Order, these CCAA Proceedings are hereby terminated (the "**CCAA Termination**"), provided however that nothing herein impacts the validity of any Order made in these CCAA Proceedings.

<u>Discharge of Monitor</u>

4. The Monitor is hereby discharged as Monitor in these CCAA Proceedings and shall have no further duties or responsibilities as Monitor, provided, however, that notwithstanding the Monitor's discharge and the CCAA Termination, the Monitor shall remain Monitor for the performance of any remaining administrative or incidental matters that may arise prior to the filing of a further Monitor's Certificate (as defined below)

by the Monitor, and notwithstanding the Monitor's discharge or the filing of the Monitor's Certificate, the Monitor shall continue to have the benefit of the provisions of the Orders made in these CCAA Proceedings, including all approvals, protections, and stays of proceedings in favour of the Monitor in its capacity as Monitor.

5. The Monitor, the Monitor's legal counsel, legal counsel for the Applicants, and each of their respective affiliates, subsidiaries, partners, and successors (the "**Releasees**") are hereby released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions and other recoveries on account of any liability, obligations, demand or cause of action of whatever nature, which any Person may be entitled to assert,), whether known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the date of the granting of this Order that are in any way related to any Claims, the Applicants' businesses and affairs whenever or however conducted, and the CCAA Proceedings, and all claims arising out of such actions or omissions shall be forever waived and released, except that nothing in this Order shall release any Releasee, other than the Applicants, from liability for gross negligence or willful misconduct.

6. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court and on prior written notice to the Monitor.

<u>Distribution of Proceeds</u>

7. If a Lien Holdback Release Agreement (as defined at paragraph 6 of the April 17 Stay Extension Order) has not been reached as of the date of this Order, the Monitor shall cause the $244,238 comprising the Lien Holdback (as defined in paragraph 8 of the Broadfoot Interim Distribution Order) to be paid to the law firm of Norton Rose Fulbright Canada LLP, counsel to the Interim Lender, and to be held in trust in an interest-bearing account by that law firm until that law firm is directed to release the Lien Holdback by: (a) further Order of this Court; or (b) written agreement of each of Leigh Hanson Materials Limited, LSM Lee's Sheet Metal (2007) Ltd., ATB Drywall Grande Prairie Ltd., the Monitor and the Interim Lender.

8. The Applicants and counsel for the Applicants, as applicable, shall cause the following amounts to be paid to McMillan LLP, counsel for the Bank of Nova Scotia and Servus Credit Union, in trust (the "**GPPE Residual Proceeds**"):

a) the $200,000 comprising the Escrow Amount, as defined in paragraph 2.1 of the Escrow Agreement dated January 1, 2024 (the "**Escrow Agreement**") between GPPE and 117 (as the Indemnifier), Park Property Management Group Ltd. (as the Indemnified Party) and MLT Aikins LLP (as the Escrow Agent);

b) the balance of funds held by GPPE attributable to rents, leases, grants, distributions and other amounts directly in respect of the Purchased Assets (as defined in paragraph 4 of the Nov 28 SAVO), after deduction for operational expenses incurred during the course of the CCAA Proceedings; and

c) any and all other amounts recovered from Park Property Management Group Ltd. (the "**Purchasers**") or their agents in respect of the Purchased Assets, including all monies owing to GPPE and/or 117.

9. Upon the written agreement (the "**GPPE Residual Proceeds Agreement**") of The Bank of Nova Scotia and Servus Credit Union (collectively, the "**GPPE Secured Creditors**"), McMillan LLP shall cause the GPPE Residual Proceeds to be paid out in the manner stipulated in the GPPE Residual Proceeds Agreement.

10. For clarity, all right, title and interest of GPPE and 117 in or to:

a) the Escrow Agreement;

b) the $200,000 comprising the Escrow Amount, as defined in paragraph 2.1 of the Escrow Agreement; and

c) all monies owing to GPPE and/or 117 by Park Property Management Group Ltd.;

shall be and are hereby irrevocably assigned to and vested in the GPPE Secured Creditors, and the Applicants and all persons who claim by, through or under GPPE and/or 117 in respect of the GPPE Residual Proceeds, and all persons or entities having any Claims of any kind whatsoever in respect of the GPPE Residual Proceeds, shall stand absolutely and forever barred, estopped and foreclosed 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 GPPE Residual Proceeds.

11. The Applicants and counsel for the Applicants, as applicable, shall cause the following amounts to be paid to Miller Thomson LLP, counsel for Servus Credit Union, in trust:

a) Any and all proceeds from the sale of the Lands (as defined in the Expedited SAVO Order dated

December 1, 2023), municipally described as Unit #906 in the Rosedale Condominium Building (the "**Rosedale Proceeds**").

12. Upon the written agreement (the "**Rosedale Proceeds Agreement**") of each of Servus Credit Union and the applicable condominium corporation to which the Purchased Assets (as defined in the Dec 1 Expedited SAVO Order) pertain (the "**Rosedale Condo Board**"), Miller Thomson LLP shall cause the Rosedale Proceeds to be paid in the manner stipulated in the Rosedale Proceeds Agreement.

13. The Applicants and counsel for the Applicants, as applicable, shall cause the following amounts to be paid to Norton Rose Fulbright Canada LLP, counsel for Michael G. Broadfoot, in trust:

    b) Any and all proceeds from the sale of the Central Park Condominium Units (as defined in the Expedited SAVO Orders) currently held in trust (the "**Central Park Proceeds**").

14. Upon the written agreement (the "**Central Park Proceeds Agreement**") of each of Servus Credit Union and the applicable condominium corporation to which the Purchased Assets (as defined in the Dec 1 Expedited SAVO Order) pertain (the "**Central Park Condo Board**"), Miller Thomson LLP shall cause the Rosedale Proceeds to be paid in the manner stipulated in the Rosedale Proceeds Agreement.

15. The Applicants and counsel for the Applicants, as applicable, shall cause the following amounts to be paid to the order of the Interim Lender, being MGB Investments Limited Partnership:

    a) Any and all residual cash balances held by or on behalf of J.W. Carr Holdings Ltd.;

    b) Any and all residual cash balances held on behalf of Spruce Grove Industrial Park Inc.,

    c) Any and all residual cash balances held on behalf of 272649 Alberta Ltd.;

    d) Any and all residual cash balances held on behalf of 279896 Alberta Ltd.

    e) Other than as set out in paragraphs 8 to 10 of this Order, any and all residual cash balances held on behalf of GPPE; and

    f) Any and all residual cash balances held on behalf of 117.

Destruction of Records

16. Prior to the destruction by the Applicants of any of the Applicants' remaining books and records (the "**Records**"), the Applicants shall give 30 days' notice of their intention to destroy the Records (the "**Records**

Destruction Notice”) to:

a) the Canada Revenue Agency (“**CRA**”), by sending a copy of the Records Destruction Notice to CRA by (a) regular mail; and (b) facsimile transmission to the following addess and facsimile number:

Canada Revenue Agency
Surrey National Verification and Collection Centre
Canada Revenue Agency
9755 King George Boulevard
Surrey, BC V3T 5E1
Fax: 1-866-219-0311

and to

b) each of the parties on the Service List maintained by counsel for the Applicants in these proceedings (collectively, the “**Service List**”) by sending a copy of the Records Destruction Notice to the respective street addresses, e-mail addresses and/or facsimile numbers for the Service List described in Schedule "A” hereto.

17. Subject to paragraph 15 hereof, CRA shall have thirty (30) days from and after the date of its receipt of the Records Destruction Notice (the “**CRA Receipt Date**”) within which to make appropriate arrangements with the Applicants to take physical possession of the Records, at the sole cost and expense of CRA.

18. Each of the parties to the Service List who claims a bona fide interest in the Records (each, an “**Interested Party**”), shall have thirty (30) days from and after the date of their respective receipt of the Records Destruction Notice (the “**Receipt Date**”) within which to make appropriate arrangements with the Applicants to relocate and store the Records at the sole cost and expense of the applicable Interested Party, subject to further agreement by the Applicants regarding access by the Interested Party to the Records, or further Court Order.

19. In the event that the CRA does not exercise its right to take physical possession of the Records on or before the thirtieth (30th) day following the CRA Receipt Date, and no Interested Party has made arrangements to store the Records in accordance with paragraph 16, then the Applicants shall be and are hereby authorized (without further Order of this Court) to have the Records destroyed.

Continuation of Interim Lender’s Charge

20. Until provided otherwise in a subsequent Order of this Court, the Interim Lender’s Charge (as defined in the April 17 Stay Extension Order) shall continue to apply to the assets of the Applicants

Other Matters

21. This Court requests the aid and recognition of other Canadian and foreign Courts, tribunals, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aide of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its respective agents in carrying out the terms of this Order.

22. The Applicants, the Monitor, the Interim Lender, and any creditors affected by this Order are at liberty to apply or reapply for advice, direction, or further Order directing the distribution of funds, as may be necessary to give full force and effect to the terms of this Order.

23. Service of this Order by e-mail, facsimile, courier, regular mail or personal delivery shall constitute good and sufficient service of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE "C"
PROPOSED CPC SAVO

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 PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
APPLICANTS:	J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
DOCUMENT	**ORDER (Sale Approval and Vesting Order)**
CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	**MLT AIKINS LLP** Suite 2200, 10135 – 101st Street NW Edmonton, AB T5J 3G1 **Attention: Jeffrey M. Lee, K.C. / Mandi Deren-Dubé** Telephone: (306) 975-7136 / (780) 969-3518 Facsimile: (306) 975-7145 / (780) 969-3549 Email: jmlee@mltaikins.com / mderendube@mltaikins.com
DATE ON WHICH ORDER WAS PRONOUNCED:	May 29, 2024
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice M J. Lema
LOCATION OF HEARING:	Edmonton, Alberta

UPON the Application of J.W. Carr Holdings Ltd. ("**Carr Holdings**"), Spruce Grove Industrial Park Inc., 272649 Alberta Ltd. ("**272**"), 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 in the Agreement of Purchase and Sale (the "**PSA**") between Carr Holdings (as Vendor) and Michael G. Broadfoot (and/or his nominee(s)) (the "**Purchaser**") (as Purchaser), which PSA is exhibited to the Affidavit of Marjorie Carr sworn May 21, 2024 (the "**Eighth

Supplemental Carr Affidavit"), and vesting in the Purchaser all right, title and interest of Carr Holdings in and to the Assets described in the PSA;

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, 2023 (the "**SISP Order**"); the Amended and Restated Sales and Investment Solicitation Process Order of the Honourable Justice N. Whitling granted in these proceedings on July 26, 2023 (the "**Amended and Restated SISP Order**"); the Supplemental Affidavit of Marjorie Carr sworn July 17, 2023 (the "**Third Supplemental Carr Affidavit**"); the Supplemental Affidavit of Marjorie Carr sworn October 16, 2023 (the "**Fourth Supplemental Carr Affidavit**"); the Application dated May 29, 2024; the Eighth Supplemental Carr Affidavit; the Sixteenth Report of the Monitor; the Bench Brief of the Applicants and Authorities; and the Affidavit of Service, filed; **AND UPON HEARING** the submissions of counsel for the Applicants, counsel for the Monitor, and all other interested parties present;

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.

DEFINED TERMS

2. Capitalized terms used herein but not otherwise defined shall have the corresponding meanings given to such terms in the Eighth Supplemental Carr Affidavit.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the PSA by Carr Holdings is hereby authorized and approved, with such minor amendments as Carr Holdings and the Monitor may deem necessary. Carr Holdings and 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 the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

4. Upon delivery of a Monitor's Certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Closing Certificate**"), all right, title and interest of Carr Holdings in and to the Purchased Assets (as more particularly described in **Schedule "B"** hereto) (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, the ARIO, the SISP Order or the Amended and Restated SISP 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);

   (d) any claims under the *Condominium Property Act,* RSA 2000, c C-22; and

   (e) those Claims listed in **Schedule "C"** hereto, all of which Claims 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 Monitor's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and

certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

(a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall be and is hereby authorized, requested and directed to forthwith:

(i) cancel existing Certificates of Title Nos. as outlined in **Schedule "B"** hereto for those lands and premises municipally and legally described and outlined in **Schedule "B"** hereto (the "**Lands**").

(ii) issue new Certificates of Title for the Lands in the name of the Purchaser, namely: Michael G. Broadfoot (and/or his nominee);

(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"**;

(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; and

(b) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall be 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 PSA. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of

title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

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 Carr Holdings and the Monitor of their respective obligations under the PSA.

8. Upon delivery of the Monitor's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by Carr Holdings or by the Monitor in its capacity as Monitor of the Applicants and not in its personal capacity.

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

10. Counsel for Carr Holdings is hereby directed to distribute the sale proceeds from the Purchased Assets as follows:

(a) by paying the reasonable professional fees and disbursements of legal counsel for Carr Holdings, plus disbursements and taxes, 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 Assets are located with respect to municipal property taxes, assessments, penalties and interest and any other overdue charges owing to the said municipality with respect to the Purchased Asset, ranking prior to the Mortgage held by Michael G. Broadfoot, assignee of Canadian Western Bank ("**Broadfoot**") (the "**Subject Mortgage**"), if any;

(c) by paying to the applicable condominium corporation to which the Purchased Assets pertain (the "**Condominium Corporation**") the Outstanding Condominium Fees as defined in Schedule "B" to the PSA;

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

(e) by paying the difference between the Purchase Price (as defined in the PSA) less the amounts paid pursuant to paragraph 10(a), 10(b) and 10(c) herein, to Broadfoot, to be credited towards the amounts owing to Broadfoot.

11. Upon receipt of the Outstanding Condominium Fees, the Condominium Corporation is hereby directed to issue an estoppel certificate to Carr Holdings and Broadfoot, confirming the indebtedness to the Condominium Corporation has been satisfied in full.

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 Carr Holdings.

13. Upon completion of the Transaction, Carr Holdings and all persons who claim by, through or under Carr Holdings in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

14. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the

Purchased Assets for its own use and benefit without any interference of or by Carr Holdings or any person claiming by, through or against Carr Holdings.

15. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against Carr Holdings.

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

MISCELLANEOUS MATTERS

17. Notwithstanding:

(a) the pendency of these proceedings and any declaration of insolvency made herein;

(b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of Carr Holdings and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of Carr Holdings; and

(d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Carr Holdings and shall not be void or voidable by creditors of Carr Holdings, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

18. Carr Holdings, 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 and to assist and aid the parties in closing the Transaction.

19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the

terms of this Order, to give effect to this Order and to assist Carr Holdings and the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist Carr Holdings and the Monitor and its agents in carrying out the terms of this Order.

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

(a) Serving the same on:

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

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

(iii) 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 Monitor's website at: https://documentcentre.ey.com/#/detail-engmt?eid=521

and service on any other person is hereby dispensed with.

21. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

____

Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

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

RECITALS

1. Pursuant to an Initial Order of the Honourable Justice J.J. Gill of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated April 19, 2023 and an Amended and Restated Initial Order of the Honourable Justice J.T. Neilson of the Court dated April 26, 2023**,** Ernst & Young Inc. was appointed as the monitor (the "**Monitor**") to monitor the property, business

and financial affairs of the Applicants, J.W. Carr Holdings Ltd. ("**Carr Holdings**"), Spruce Grove Industrial Park Inc., 272649 Alberta Ltd. ("**272**"), 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd., and 627612 Alberta Ltd. (the "**Applicants**").

2. Pursuant to an Order of the Court dated May 29, 2024, the Court approved the agreement of purchase and sale dated May __, 2024 (the "**PSA**") pertaining to certain real property owned by Carr Holdings, between Carr Holdings as Vendor and Michael G. Broadfoot and/or his nominee(s) (collectively, the "**Purchaser**") and provided for the vesting in the Purchaser of all right, title and interest of Carr Holdings in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 5.1 and 5.2 of the PSA have been satisfied or waived by Carr Holdings, the Monitor, and the Purchaser; and (ii) the Transaction has been completed to the satisfaction of the Monitor.

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

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and Carr Holdings and/or the Monitor have received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the PSA; and

2. The conditions to Closing as set out in Article 5.1 and 5.2 of the PSA have been satisfied or waived by Carr Holdings, the Monitor, and the Purchaser (or its nominee); and

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

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

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

Per:______________________________

Name:

Title

Schedule "B"

Purchased Assets

Title No.	Legal Description	Civic Address
972 184 768	CONDOMINIUM PLAN 8722944 UNIT 6 AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 6**)	#201, 9916 - 113 St, Edmonton, AB
032 155 517	CONDOMINIUM PLAN 8722944 UNIT 7 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 7**)	#206, 9916 - 113 St, Edmonton, AB
972 184 768 +2	CONDOMINIUM PLAN 8722944 UNIT 9 AND 78 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS **(Unit 9**)	#204, 9916 - 113 St, Edmonton, AB
972 184 768 +3	CONDOMINIUM PLAN 8722944 UNIT 13 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS **(Unit 13)**	#306, 9916 - 113 St, Edmonton, AB
992 111 754	CONDOMINIUM PLAN 8722944 UNIT 18 AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS **(Unit 18)**	#401, 9916 - 113 St, Edmonton, AB
982 172 925	CONDOMINIUM PLAN 8722944 UNIT 19 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 19**)	#406, 9916 - 113 St, Edmonton, AB

972 184 768 +6	CONDOMINIUM PLAN 8722944 UNIT 24 AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 24**)	#501, 9916 - 113 St, Edmonton, AB
942 203 913 +4	CONDOMINIUM PLAN 8722944 UNIT 25 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 25**)	#506, 9916 - 113 St, Edmonton, AB
942 203 913 +9	CONDOMINIUM PLAN 8722944 UNIT 66 AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 66**)	#1201, 9916 - 113 St, Edmonton, AB
972 392 858	CONDOMINIUM PLAN 8722944 UNIT 72 AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 72**)	#1301, 9916 - 113 St, Edmonton, AB
962 134 431	CONDOMINIUM PLAN 8722944 UNIT 73 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 73**)	#1306, 9916 - 113 St, Edmonton, AB
942 203 913 +13	CONDOMINIUM PLAN 8722944 UNIT 79 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 79**)	#1406, 9916 - 113 St, Edmonton, AB
982 195 575	CONDOMINIUM PLAN 8722944 UNIT 85	#1506, 9916 - 113 St, Edmonton, AB

	AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 85**)	

(collectively, the "**Purchased Assets**")

Schedule “C”

Encumbrances on all Titles

Instrument No. /DRR No.	Registration Date	Registration
082 063 803	08/02/2008	MORTGAGE
082 063 804	08/02/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES
102 097 409	25/03/2010	MORTGAGE
102 097 410	25/03/2010	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES
222 274 973	26/11/2022	WRIT
232 100 882	28/03/2023	CERTIFICATE OF LIS PENDENS
232 107 248	04/04/2023	WRIT
232 116 491	14/04/2023	TAX NOTIFICATION

Condominium Fee Encumbrances on each Title

Title No.	Instrument No.	Registration Date	Registration
972 184 768	212 038 461	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
032 155 517	212 274 973	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
972 184 768 +2	212 038 440	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
972 184 768 +3	212 038 494	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
992 111 754	212 038 448	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
982 172 925	212 038 431	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
972 184 768 +6	212 038 450	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
002 116 441	212 038 499	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
942 203 913 +9	212 038 497	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
972 392 858	212 038 458	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
962 134 431	212 038 734	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
942 203 913 +13	212 038 442	08/02/2021	CAVEAT RE: CONDOMINIUM FEES

982 195 575	212 038 433	08/02/2021	CAVEAT RE: CONDOMINIUM FEES

Certificate of Lis Pendens Encumbrances Title

Title No.	Instrument No.	Registration Date	Registration
972 184 768; 032 155 517; 972 184 768 +2; 972 184 768 +3; 992 111 754; and 982 172 925	232 152 549	15/05/2023	Certificate of Lis Pendens
972 184 768 +6; and 942 203 913 +4	232 152 551	15/05/2023	Certificate of Lis Pendens
942 203 913 +9; 972 392 858; 962 134 431; 942 203 913 +13; and 982 195 575	232 152 552	15/05/2023	Certificate of Lis Pendens

Schedule "D"

Permitted Encumbrances

Instrument No. /DRR No.	Registration Date	Registration
F005GXY	10/05/2024	TRANSFER OF INSTRUMENT

SCHEDULE "D"
PROPOSED CAR WASH SAVO

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 PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
APPLICANTS:	J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
DOCUMENT	**ORDER (Sale Approval and Vesting Order)**
CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	**MLT AIKINS LLP** Suite 2200, 10135 – 101st Street NW Edmonton, AB T5J 3G1 **Attention: Jeffrey M. Lee, K.C. / Mandi Deren-Dubé** Telephone: (306) 975-7136 / (780) 969-3518 Facsimile: (306) 975-7145 / (780) 969-3549 Email: jmlee@mltaikins.com / mderendube@mltaikins.com

DATE ON WHICH ORDER WAS PRONOUNCED:	May 29, 2024
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice M J. Lema
LOCATION OF HEARING:	Edmonton, Alberta

UPON the Application of J.W. Carr Holdings Ltd. ("**Carr Holdings**"), Spruce Grove Industrial Park Inc., 272649 Alberta Ltd. ("**272**"), 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd., and 627612 Alberta Ltd (collectively, the "**Applicants**") for an Order approving the transaction (the "**Transaction**") for the sale of certain shares owned by Carr Holdings in the capital stock of a corporation known as Centre West (Grande Prairie) Enviro Wash & Lube Ltd. (the "**Shares**"), as such Shares are more particularly described in Schedule "A" hereto, as such Transaction is contemplated in the

Agreement of Purchase and Sale (the "**SPA**") between Carr Holdings (as Vendor) and MGB Investments Limited Partnership, and/or its nominee (the "**Purchaser**") (as Purchaser), which SPA is exhibited to the Affidavit of Marjorie Carr, sworn May 21, 2024 (the "**Eighth Supplemental Carr Affidavit**"), and vesting in the Purchaser all right, title and interest of Carr Holdings in and to the Shares;

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, 2023 (the "**SISP Order**"); the Amended and Restated Sales and Investment Solicitation Process Order of the Honourable Justice N. Whitling granted in these proceedings on July 26, 2023 (the "**Amended and Restated SISP Order**"); the Supplemental Affidavit of Marjorie Carr sworn July 17, 2023 (the "**Third Supplemental Carr Affidavit**"); the Supplemental Affidavit of Marjorie Carr sworn October 16, 2023 (the "**Fourth Supplemental Carr Affidavit**"); the Application dated May 29, 2024; the Eighth Supplemental Carr Affidavit; the Sixteenth Report of the Monitor; the Bench Brief of the Applicants and Authorities; and the Affidavit of Service, filed; **AND UPON HEARING** the submissions of counsel for the Applicants, counsel for the Monitor, and all other interested parties present;

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.

DEFINED TERMS

2. Capitalized terms used herein but not otherwise defined shall have the corresponding meanings given to such terms in the Eighth Supplemental Carr Affidavit.

APPROVAL OF SHARE PURCHASE TRANSACTION

3. The Transaction is hereby approved and execution of the SPA by Carr Holdings is hereby authorized and approved, with such minor amendments as Carr Holdings and the Purchaser may agree to, and the Monitor may deem necessary. Carr Holdings and 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 the conveyance of the Shares to the Purchaser (or its nominee).

VESTING OF THE SHARES

4. Upon delivery of a Monitor's Certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "B"** hereto (the "**Monitor's Closing Certificate**"), all right, title and interest of Carr Holdings in and to the Shares (as more particularly described in the SPA) (the "**Shares**") 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, the ARIO, the SISP Order or the Amended and Restated SISP Order; and

   (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.

   For clarity, except as expressly provided for in the SPA, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Applicants.

5. Upon delivery of the Monitor's Closing Certificate to the Purchaser, all liabilities relating to the Shares other than those liabilities expressly discharged by this Order shall be transferred to, assumed by and vest absolutely and exclusively in the name of the Purchaser, and the liabilities shall be novated and become obligations of the Purchaser and not obligations of Carr Holdings, and Carr Holdings shall be forever released and discharged from such liabilities, and all encumbrances securing the liabilities shall be forever released and discharged in respect of Carr Holdings, provided that nothing in this Order shall be deemed to cancel any encumbrances expressly permitted by the SPA.

6. Upon delivery of the Monitor's Certificate to the Purchaser, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities

(collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's 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 in order to give effect to the terms of this Order and the Agreement.

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 Agreement. Presentment of this Order and the Monitor's 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, as required.

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 Shares is required for the due execution, delivery, and performance by Carr Holdings or the Monitor of the SPA.

9. For the purposes of determining the nature and priority of Claims, the Net Share Sale Proceeds shall stand in the place and stead of the Shares from and after delivery of the Monitor's Closing Certificate and all Claims shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Shares but may be asserted against the Net Share Sale Proceeds in the same manner and with the same priority (including for greater certainty any priority associated with a security interest perfected by possession or control) as they had with respect to the Shares immediately prior to the sale, as if the Shares 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 Monitor shall not make any distributions to creditors of the Net Share Sale Proceeds without further order of this Court.

10. Except as expressly provided for in the SPA or by section 5 of the *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 Applicants.

11. Upon completion of the Transaction, but for certainty without prejudice to any rights granted by this Order in respect of the Net Share Sale Proceeds, the Applicants and all persons who claim by, through or under the Applicants in respect of the Shares, and all persons or entities having any claims of any kind whatsoever in respect of the Shares, 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 Shares, and to the extent that any such persons or entities remain in the possession or control of any of the Shares, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Shares, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

12. The Purchaser (or its nominee) shall be entitled to accept, hold and enjoy the Shares for its own use and benefit without any interference of or by the Applicants, or any person claiming by, through or against the Applicants.

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

MISCELLANEOUS MATTERS

14. 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 Carr Holdings and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of Carr Holdings; and

(d) the provisions of any federal or provincial statute:

the vesting of the Shares 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 Carr Holdings and shall not be void or voidable by creditors of Carr Holdings, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. Carr Holdings, 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 and to assist and aid the parties in closing the Transaction.

16. 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 Carr Holdings and the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist Carr Holdings and the Monitor and its agents in carrying out the terms of this Order.

17. 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 Monitor's website at: https://documentcentre.ey.com/#/detail-engmt?eid=521

and service on any other person is hereby dispensed with.

18. 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"

Particulars of The Shares

1. 100% of the Vendor's interest in Centre West (Grand Prairie) Enviro Wash & Lube Ltd. [43% of the total outstanding voting (common) shares in Centre West (Grand Prairie) Enviro Wash & Lube Ltd.]

Schedule "B"

Form of Monitor's Certificate

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

RECITALS

1. Pursuant to an Initial Order of the Honourable Justice J.J. Gill of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated April 19, 2023 and an Amended and Restated Initial Order of the Honourable Justice J.T. Neilson of the Court dated April 26, 2023**,**

Ernst & Young Inc. was appointed as the monitor (the "**Monitor**") to monitor the property, business and financial affairs of the Applicants, J.W. Carr Holdings Ltd. ("**Carr Holdings**"), Spruce Grove Industrial Park Inc., 272649 Alberta Ltd. ("**272**"), 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd., and 627612 Alberta Ltd. (the "**Applicants**").

2. Pursuant to an Order of the Court dated May 29, 2024, the Court approved the agreement of purchase and sale of certain shares owned by Carr Holdings in the capital stock of Centre West (Grande Prairie) Enviro Wash & Lube Ltd. (the "**Shares**") dated May __, 2024 (collectively, the "**SPA**"), between Carr Holdings as Vendor and MGB Investments Limited Partnership and/or his nominee(s) (collectively, the "**Purchaser**") and provided for the vesting in the Purchaser of Carr Holdings' rights, titles and interests in and to the Shares (the "**Transaction**"), which vesting is to be effective with respect to the Shares upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Shares and (ii) the SPA has been completed to the satisfaction of the Monitor.

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

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and Carr Holdings and/or the Monitor have received the Purchase Price for the Shares payable on the Closing Date pursuant to the SPA; and

2. The conditions to Closing as set out in Article 5.1 and 5.2 of the SPA have been satisfied or waived by Carr Holdings, the Monitor, and the Purchaser (or its nominee); and

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

4. This Certificate was delivered by the Monitor at ___[Time] on _____[Date].

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

Per:______________________________

Name:

Title: