

Clerk's Stamp:

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NUMBER

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COURT

COURT OF ~~QUEEN'S~~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.

~~PLAINTIFF~~APPLI
CANTS:

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.

~~DEFENDANT~~

DOCUMENT

~~APPROVAL AND VESTING ORDER~~
ORDER (Sale by Receiver Approval and Vesting Order)

~~ADDRESS FOR~~
~~SERVICE AND~~
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

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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

DATE ON WHICH ORDER WAS PRONOUNCED: _____

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;

LOCATION WHERE ORDER WAS PRONOUNCED: _____
NAME OF JUSTICE WHO MADE THIS ORDER: _____

~~UPON THE APPLICATION by [Receiver’s Name] in its capacity as the Court-appointed [receiver/receiver and manager] (the “Receiver”) of the undertakings, property and assets of [Debtor] (the “Debtor”) for an order approving the sale transaction (the “Transaction”) contemplated by an agreement of purchase and sale (the “Sale Agreement”) between the Receiver and [Name of Purchaser] (the “Purchaser”) dated [Date] and appended to the _____ Report of the Receiver dated [Date] (the “Report”), and vesting in the Purchaser (or its nominee)¹ the Debtor’s right, title and interest in and to the~~

¹ Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar

~~assets described in the Sale Agreement (the "Purchased Assets");~~

~~AND UPON HAVING READ~~ the Receivership Order dated ~~[Date]~~ (the "Receivership Order"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser ~~[Names of other parties appearing]~~, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.²

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. ~~2-~~The Transaction is hereby approved³ and execution of the ~~Sale Agreement by the Receiver~~ is PSA by Carr Holdings is hereby authorized and approved, with such minor amendments as ~~the Receiver~~ Carr Holdings and the Monitor may deem necessary. ~~The Receiver is~~ 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 ~~(or its nominee)~~.

~~competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)~~

~~² Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

~~³ In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders."~~

VESTING OF PROPERTY

4. ~~3. [Subject only to approval by the Alberta Energy Regulator (“Energy Regulator”) of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the Oil and Gas Conservation Act (Alberta) and section 18 of the Pipeline Act (Alberta)]⁴ upon~~ Upon delivery of a ~~Receiver’s certificate~~ Monitor’s Certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the “~~Receiver’s~~ Monitor’s Closing Certificate”), all ~~of the Debtor’s~~ right, title and interest of Carr Holdings in and to the Purchased Assets ~~listed~~ (as more particularly described in Schedule “B”⁵ 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**”)⁶ including, without limiting the generality of the foregoing:
- (a) any encumbrances or charges created by the ~~Receivership~~ Initial Order, the ARIQ, the SISP Order or the Amended and Restated SISP Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the ~~(b)-Personal Property Security Act~~ (Alberta) or any other personal property registry system;

⁴ ~~This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

⁵ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~

⁶ ~~The “Claims” being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp. v Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of “rights, titles and interests” is vague and therefore undesirable.~~

- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); ~~and~~
- (d) any claims under the *Condominium Property Act*, RSA 2000, c C-22; and
- (e) ~~(d)~~ 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. ~~4.~~ Upon delivery of the ~~Receiver's~~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 ~~Receiver's~~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) ~~(a)~~⁷ the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall be and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificates of Title ~~No.~~^{*}Nos. as outlined in Schedule "B" hereto for those lands and premises municipally ~~described as~~^{*}, and legally described ~~as~~and outlined in Schedule "B" hereto (the "Lands").
 - ~~(the "Lands")~~^{*}
 - (ii) issue ~~a new Certificate~~Certificates of Title for the Lands in the name of the Purchaser ~~(or its nominee)~~, namely,^{*} Michael G. Broadfoot (and/or his nominee);

⁷ ~~Paragraph 4(a) is included when the Purchased Assets include titled lands.~~

- (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule “D”**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule “D”**; ~~and~~
- (iv) discharge and expunge the Encumbrances listed in **Schedule “C”** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands; and

(b)⁸ ~~Alberta Energy (“Energy Ministry”) shall and is hereby authorized, requested and directed to forthwith:~~

- ~~(v) cancel and discharge those Claims including builders’ liens, security notices, assignments under section 426 (formerly section 177) of the Bank Act (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~
- ~~(vi) transfer all Crown leases listed in Schedule “E” to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

(b) ~~(e)~~ 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. ~~5.~~ In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the ~~Sale Agreement~~ PSA. Presentment of this Order and the ~~Receiver’s~~ 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

⁸ ~~Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~

of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

7. ~~6.~~ No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by ~~the Receiver of the Sale Agreement, [other than any required approval by the Energy Regulator referenced in paragraph 3 above.]~~⁹ Carr Holdings and the Monitor of their respective obligations under the PSA.
8. ~~7.~~ Upon delivery of the ~~Receiver's~~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 ~~Receiver~~Monitor in its capacity as ~~Receiver~~Monitor of the ~~Debtor~~Applicants and not in its personal capacity.
9. ~~8.~~ For the purposes of determining the nature and priority of Claims, net proceeds¹⁰ derived from the sale of the Purchased Assets ~~(to be held in an interest bearing trust account by the Receiver)~~ shall stand in the place and stead of the Purchased Assets from and after delivery of the ~~Receiver's~~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. ~~Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.~~

⁹ ~~The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

¹⁰ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

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. ~~9.~~ Except as expressly provided for in the ~~Sale Agreement or by section 5 of the Alberta Employment Standards Code~~ 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 Debtor.~~¹¹ Carr Holdings.

¹¹ ~~Successor employer liability is governed by section 5 of the Employment Standards Code, RSA 2000 c. E-9 as amended. Inclusion of the words “or by statute” in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor employee liability.~~

13. ~~40.~~ Upon completion of the Transaction, ~~the Debtor~~Carr Holdings and all persons who claim by, through or under ~~the Debtor~~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).¹²
14. ~~41.~~ The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by ~~the Debtor,~~Carr Holdings or any person claiming by, through or against ~~the Debtor~~Carr Holdings.
15. ~~42.~~ Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against ~~the Receiver.~~¹³Carr Holdings.
16. ~~43.~~ The ~~Receiver~~Monitor is directed to file with the Court a copy of the ~~Receiver's~~Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

~~14. Pursuant to clause 7(3)(c) of the Personal Information Protection and Electronic Documents Act (Canada) and section 20(e) of the Alberta Personal Information Protection Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.~~

MISCELLANEOUS MATTERS

¹² ~~Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

¹³ ~~The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over the other assets it holds as security. Do not add the words "or the Debtor" to the end of paragraph 12 if an encumbrancer's claim against the Debtor should be reserved.~~

17. ~~15.~~ Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “BIA”), in respect of ~~the Debtor~~, Carr Holdings and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of ~~the Debtor~~ 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 ~~the Debtor~~ Carr Holdings and shall not be void or voidable by creditors of ~~the Debtor~~ 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. ~~16. The Receiver, the Purchaser (or its nominee)~~ 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. ~~17.~~ This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist ~~the Receiver~~ 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 ~~Receiver~~ Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist ~~the Receiver~~ Carr Holdings and the Monitor and its agents in carrying out the terms of this Order.

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

- (a) Serving the same on:
- (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
- (b) Posting a copy of this Order on the ~~Receiver's~~Monitor's website at:
~~*https://documentcentre.ey.com/#/detail-engmt?cid=521~~

and service on any other person is hereby dispensed with.

21. ~~19.~~ 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 ~~Queen's~~King's Bench of Alberta

Schedule “A”

Form of ~~Receiver's~~ Monitor's Certificate

COURT FILE NUMBER 2303 06543

Clerk's Stamp

COURT COURT OF ~~QUEEN'S~~ 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.

~~PLAINTIFF~~ 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.

~~DEFENDANT~~ DOCUMENT

MONITOR'S CERTIFICATE

~~DOCUMENT~~

~~RECEIVER'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
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RECITALS

1. ~~A.~~ Pursuant to an Initial Order of the Honourable Justice ~~[Name]~~ J.J. Gill of the Court of ~~Queen's~~ King's Bench of Alberta, Judicial District of ~~_____~~ Edmonton (the "Court") dated ~~[Date of Order]~~, ~~[Name of Receiver]~~ 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 ~~receiver (the "Receiver") of the undertakings, property and assets of [Debtor]~~ ~~(the "Debtor")~~ 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. ~~B.~~ Pursuant to an Order of the Court dated ~~[Date]~~ May 29, 2024, the Court approved the agreement of purchase and sale ~~made as of [Date of Agreement] (the "Sale Agreement")~~ ~~between the Receiver and [Name of Purchaser] (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 ~~the Debtor's~~ 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 ~~Receiver~~ 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 ~~section *Article 5.1 and 5.2~~ of the ~~Sale Agreement~~ PSA have been satisfied or waived by Carr Holdings, the ~~Receiver~~ Monitor, and the Purchaser; and ~~(iii)~~ the Transaction has been completed to the satisfaction of the ~~Receiver~~ Monitor.
3. ~~C.~~ Unless otherwise indicated herein, capitalized terms have the meanings set out in the ~~Sale Agreement~~ PSA.

THE ~~RECEIVER~~ MONITOR CERTIFIES the following:

1. The Purchaser ~~(or its nominee)~~ has paid and ~~the Receiver has~~ Carr Holdings and/or the Monitor have received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the ~~Sale Agreement~~ PSA; and
2. The conditions to Closing as set out in ~~section *Article 5.1 and 5.2~~ of the ~~Sale Agreement~~ PSA have been satisfied or waived by Carr Holdings, the ~~Receiver~~ Monitor, and the Purchaser (or its nominee); and

3. The Transaction has been completed to the satisfaction of the ~~Receiver~~Monitor.
4. This Certificate was delivered by the ~~Receiver~~Monitor at __[Time] on _____[Date].

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

Per: _____:

Name:

~~Title:~~

Title

Schedule “B”

Purchased Assets

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

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

	<u>AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>(Unit 85)</u>	<u>#1506, 9916 - 113 St, Edmonton, AB</u>
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(collectively, the “**Purchased Assets**”)

Schedule “C”

Encumbrances on all Titles

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

Condominium Fee Encumbrances on each Title

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

<u>942 203 913 +13</u>	<u>212 038 442</u>	<u>08/02/2021</u>	<u>CAVEAT RE: CONDOMINIUM FEES</u>
<u>982 195 575</u>	<u>212 038 433</u>	<u>08/02/2021</u>	<u>CAVEAT RE: CONDOMINIUM FEES</u>

Certificate of Lis Pendens Encumbrances Title

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

Schedule “D”

Permitted Encumbrances

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

Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 5/21/2024 5:16:58 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: revised-alberta-template-approval-and-vesting-order-and-receivers-certif (3).docx	
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Add	202
Delete	185
Move From	4
Move To	4
Table Insert	8
Table Delete	14
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	417