



COURT FILE NUMBER 1901-10871

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT BANK OF MONTREAL

RESPONDENTS UWAMS SUPPORTIVE LIVING LTD., MAXWELL UWAGA AND CAROL UWAGA

DOCUMENT **FIRST REPORT OF THE COURT APPOINTED RECEIVER AND MANAGER OF UWAMS SUPPORTIVE LIVING LTD.**

DATED MARCH 17, 2021

PREPARED BY DELOITTE RESTRUCTURING INC.

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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File No.: 131048-101

Receiver

Deloitte Restructuring Inc.
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Introduction and background

1. On October 11, 2019 (the "**Date of Appointment**"), Deloitte Restructuring Inc. ("**Deloitte**") was appointed as interim receiver (the "**Interim Receiver**"), without security, of all the assets, undertakings, and properties of every nature and kind, including all proceeds (the "**Property**") of UWAMS Supportive Living Inc. ("**UWAMS**", the "**Company**" or the "**Debtor**") pursuant to the Order of the Court of Queen's Bench of Alberta (the "**Court**") (the "**Interim Receivership Order**"). A copy of the Interim Receivership Order is attached hereto as **Appendix "A"**.
2. On October 30, 2019 and December 2, 2019, the Interim Receiver filed its first and second report with the Court (the "**First Interim Receiver's Report**" and the "**Second Interim Receiver's Report**", respectively) which described, amongst other things, the Interim Receiver's activities and the Company's ongoing operations.
3. On November 8, 2019 and December 10, 2019, this Honourable Court extended the Interim Receivership Order pursuant to two continuation orders (the "**November 8 Order**" and "**December 10 Order**", respectively and together the "**Continuation Orders**") to provide the Debtor time to find alternative financing or other forms of solutions that was acceptable to its primary secured lender, the Bank of Montreal ("**BMO**"). A copy of the November 8 Order and the December 10 Order are attached hereto as **Appendix "B"** and **Appendix "C"**, respectively.
4. On January 17, 2020, the Interim Receiver issued its third report to the Court (the "**Third Interim Receiver's Report**") in support of the January 23, 2020 application to, among other things, appoint a receiver and manager over all the Property of UWAMS.
5. On January 23, 2020 (the "**Date of Receivership**") Deloitte was appointed by order of the Court (the "**Receivership Order**") as the receiver and manager (the "**Receiver**"), without security, of the Property of UWAMS. A copy of the Receivership Order is attached hereto as **Appendix "D"**.
6. UWAMS is a private corporation, incorporated in the Province of Alberta on March 6, 2009 and is owned by Maxwell Uwaga (30%), Carol Uwaga (30%), Ndubisi Uwaga (30%), Kanayo Uwaga (5%), and Amanda Uwaga (5%). The Company operates a supportive living care facility for seniors and adults who need assistance with their daily activities and is licensed with Alberta Health Services ("**AHS**").
7. UWAMS is located in the owned premises at 9504 2 Street SE, Calgary, Alberta (the "**Premises**"). The Premises was newly renovated with 12 bedrooms and six washrooms for residents and 24-hour health care staff. UWAMS was able to accept up to 10 residents. At the Date of Receivership there were six (6) residents at UWAMS.
8. As previously mentioned, UWAMS' primary secured lender is BMO which was owed approximately \$1.1 million from the Debtor (the "**BMO Indebtedness**") at the Date of Receivership. BMO holds security over all of the Debtor's present and after acquired personal property (the "**BMO Security**").
9. The Interim Receivership Order and the Receivership Order, together with related Court documents, the Third Interim Receiver's Report, the Notice to Creditors and this first report (the "**First Report**") have been posted on the Receiver's website (the "**Receiver's Website**") at www.insolvencies.deloitte.ca/en-ca/Uwams.
10. Unless otherwise provided, all other capitalized terms not defined in this First Report are as defined in the Receivership Order.

Purpose

11. The purpose of this First Report is to:

- a) Provide the Court with additional information in respect of the UWAMS Property;
- b) Provide an update on the administration of the receivership since the Date of Receivership; and
- c) Respectfully recommend that this Honourable Court make orders:
 - i. Approving the activities, fees, and disbursements of the Interim Receiver and Receiver as described in this First Report, including, without limitation, the steps taken by the Receiver pursuant to the Receivership Order, and the fees of the Receiver's legal counsel;
 - ii. Approving the Sales Process (defined later in this First Report);
 - iii. Approving and directing the Receiver to carry out the terms of the asset purchase agreement with Closer to Home Community Services Society (the "**CHSC APA**") dated March 11, 2021, together with any amendments thereto, completing the sale of the Property as described in the CHSC APA (the "**Sold Assets**") and vesting title of the Sold Assets free and clear of all liens, charges, security interests and other encumbrances in and to Closer to Home Community Services Society ("**CHCS**") as identified in the confidential supplement report to this First Report (the "**Confidential Supplement**"). A copy of the CHCS APA is attached as **Appendix "B"** to the Confidential Supplement;
 - iv. Directing that the Confidential Supplement be sealed with the Court unless otherwise ordered by the Court, until such time as the sale of the Sold Assets has been completed by the Receiver; and
 - v. Providing such further or other relief that the Court considers just and warranted in the circumstances.

Terms of reference

12. In preparing this First Report, the Receiver has relied upon unaudited financial information prepared by the Debtor's management ("**Management**"), the Debtor's books and records, and discussions with Management. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the information. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.
13. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction, or use of the First Report. Any use, which any party makes of the First Report, or any reliance or decision to be made based on the First Report, is the sole responsibility of such party.
14. All dollar amounts in this First Report are in Canadian dollars, unless otherwise indicated.
15. Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order, the First Interim Receivership Report, the Second Interim Receivership Report, the Third Interim Receivership Report and the Confidential Supplement.

Receiver's Activities

16. Since the date of the Third Interim Receiver's Report and the Date of Receivership, the Receiver has undertaken and performed the following activities:

- a) Monitored the cash flows of UWAMS and compared forecast to actuals;
- b) Corresponded with Management with respect to day-to-day operations and a relocation plan for residents in the event of a formal insolvency filing;
- c) Attended the Premises on January 23, 2020 to take possession, review documents related to the assets, identify the assets, meet with directors and provide notices of the receivership proceedings;
- d) Issued a statutory notice and statement of the Receiver to all known creditors of UWAMS (the "**Notice to Creditors**") pursuant to subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (Canada). A copy of the Notice to Creditors is attached hereto as **Appendix "E"**;
- e) Froze the Company's bank accounts to prevent disbursements;
- f) Opened new trust accounts in the name of the receivership estate to facilitate future receipts and disbursements;
- g) Arranged for residual amounts from the Company's existing bank account to be transferred to the Receiver's trust account;
- h) Informed all residents and their emergency contacts of the receivership and the Receiver's intention to continue operations until all residents were appropriately relocated to other facilities within Calgary, Alberta;
- i) Corresponded with AHS with respect to regulations, policies, and procedures regarding relocating UWAMS residents;
- j) Retained Aomega Group Inc. ("**Aomega**"), a third-party health care provider, to manage day-to-day operations and resident care and assist in relocating residents to other facilities within Calgary, Alberta;
- k) Informed Canada Revenue Agency ("**CRA**") of the receivership and requested confirmation of account balances and established new tax accounts for the post-receivership period;
- l) Provided notice of the Receiver's appointment to the existing insurance broker for the Debtor and arranged for continued insurance coverage;
- m) Obtained the insurance policy and reviewed the policy to determine adequacy;
- n) Corresponded with the City of Calgary regarding payment of the property tax arrears with respect to the Premises;
- o) Arranged for continued service of required utilities and maintained the vacant Premises;
- p) Coordinated with Canada Post to facilitate the redirection of UWAMS' mail to the Receiver's office;
- q) Inquired with other third parties who may have access to or knowledge of the books and records of the Debtor;

- r) Conducted a marketing and sales process as described in more detail in this First Report and the Confidential Supplement, including negotiating terms of the CHCS APA and License Agreement;
- s) Corresponded with several creditors and other stakeholders;
- t) Drafted, reviewed and finalized this First Report; and
- u) Addressed additional matters of a general and specific nature as they arose from time to time.

UWAMS Operations

17. The Receiver conducted a cost benefit analysis of the on-going operations at the Date of Receivership to assess whether it would be beneficial for the estate to continue certain operations. Based on the Receiver's review and calculation of forecasted earnings, it was determined that the estimated costs to continue operations into the long-term was not profitable. However, in light of the unique situation of the residents, the decision was made to continue the operations for an interim period until the Receiver could provide an adequate solution for the residents.
18. In consultation with AHS and Aomega, the Receiver retained Aomega to manage the day-to-day operations and maintain resident care for an interim period while alternative arrangements were made with other facilities in Calgary, Alberta, and each resident was safely relocated.
19. In March 2020, the World Health Organization announced COVID-19 as a world pandemic. As such, the Government of Canada advised against all non-essential travel, ordered certain business to shut down and increased health measures across Canada.
20. Accordingly, the health regulations and restrictions were reviewed with AHS and Aomega to ensure proper protocols and procedures were in place at the Premises during the interim operating period due to the COVID-19 pandemic.
21. The Receiver made arrangements with Aomega to provide a list of facilities with capacity to each resident and their emergency contact and/or guardian for consideration. Subsequently, moving arrangements were made with the facility of the resident's choosing and all six (6) residents vacated the UWAMS Premises on or before March 30, 2020.

Primary Assets

Cash in Bank

22. The Company's bank accounts were held at BMO and the accounts were restricted prior to the Date of Receivership. All BMO accounts have been closed and the balance of funds of approximately \$25,700 in the accounts were transferred to the Receiver's accounts.

Accounts Receivable

23. As at the Date of Receivership, the UWAMS books and records indicated that UWAMS was owed approximately \$100,000; however, the Receiver has been unable to obtain a detailed accounting of what comprises the accounts receivable balance as the records were not maintained accurately by former Management. Management did not hire a bookkeeper to maintain books and records and as such, entries made to the Company's accounting system was inaccurate. Consequently, the Receiver was unable to take collection actions at the time of this First Report.
24. The Receiver will continue its efforts to obtain a detailed accounting of the accounts receivable. As at the date of this First Report, the Receiver does not anticipate any accounts receivable recoveries.

Real Property

25. Real property listed in the financial statements consist of four (4) residential properties in Calgary, Alberta; however, only one of the four properties was in the name of UWAMS. It is unclear to the Receiver why three (3) properties owned by Maxwell and Carol Uwaga (the "**Uwaga's**") were included in UWAMS' financial statements. The following properties were listed in the Company's financial statements:
- a) 54 Evergreen Terrace SW – The registered owners are the Uwaga's and there are two Canadian Imperial Bank of Commerce ("**CIBC**") mortgages registered on title totalling approximately \$1 million. A copy of the Land Title dated October 27, 2019 is attached as **Appendix "F"**;
 - b) 247 Allan Crescent SW – Registered owners are the Uwaga's and Home Trust Company and Calvert Home Mortgage Investment Corporation ("**Calvert Mortgage**") have registered mortgages on title for approximately \$304,000 and \$487,000, respectively. Home Trust Company and Calvert Mortgage also have registered caveats with respect to assignment of rents and leases. A copy of the Land Title dated October 27, 2019 is attached as **Appendix "G"**;
 - c) 48 Millside Road SE – Registered owners are the Uwaga's and CIBC and Calvert Mortgage have registered mortgages on title for approximately \$143,000 and \$487,000, respectively. Calvert Mortgage has registered a caveat with respect to assignment of rents and leases. Jeffery V. Kahane Professional Corporation has registered a caveat with respect to an agreement charging land for outstanding legal fees. A copy of the Land Title dated October 27, 2019 is attached as **Appendix "H"**; and
 - d) 9504 2 Street SE – UWAMS is the registered owner of the Premises and BMO holds the registered mortgage on title for \$1.2 million. The City of Calgary had registered a tax notification on title for outstanding property taxes, which the Receiver has subsequently paid. A copy of the Land Title dated October 27, 2019 is attached as **Appendix "I"**.
26. UWAMS' financial statements appear to only include the liabilities with respect to the Premises. The mortgages on 54 Evergreen Terrace SW, 247 Allan Crescent SW, and 48 Millside Road SW do not appear to be listed as liabilities, notwithstanding these properties are included by UWAMS in its financial statements. Consequently, the Receiver has not taken possession, or any action with respect to these three (3) properties.

Primary Liabilities

27. As at the Date of Receivership and as noted previously, BMO is the principal secured creditor of UWAMS and is owed approximately \$1.1 million. The Receiver's independent legal counsel, Dentons Canada LLP, conducted an independent review of the validity and enforceability of the BMO Security on the UWAMS assets and, subject to normal assumptions and qualifications, determined that the BMO Security was properly registered and valid.
28. The Receiver has identified approximately 11 potential unsecured trade creditors, with estimated claim amounts totalling approximately \$19,000.
29. The Receiver was advised by UWAMS that all accounts with CRA were current and in good standing in relation to payroll source deductions. The Receiver made requests to CRA for access to the Debtor's tax information and to schedule audits following the Date of Receivership. Based on the Receiver's review of the CRA records, there is approximately \$1,200 of outstanding payroll source deductions. UWAMS does not appear to be a GST registrant. As at the date of this First Report, CRA has not scheduled its payroll trust audit, and as such additional liabilities may be assessed. CRA has not filed a proof of claim with the Receiver as at the date of this First Report.

30. The Receiver anticipates that there will be no funds available for distribution to any unsecured creditors as BMO is expected to suffer a significant shortfall in recoveries.

Insurance Claim

31. On February 17, 2021, the Receiver initiated an insurance claim as a result of significant water loss damage to the Premises due to a boiler failure causing freezing and plumbing damages. The Receiver arranged for the remediation of water the same day and continues to work with the insurance adjuster to settle the outstanding claim.
32. As at the date of this First Report the insurance claim is ongoing and the coverage and cash settlement is pending confirmation from the insurer.

Marketing and Sales Process

33. The Receiver solicited three (3) listing proposals from qualified realtors and Flemming Realty Corporation and HoustonRealty.ca ("**FRC**" or the "**Listing Agent**") were retained by the Receiver to list the Premises for sale. The listing price was set at \$1.1 million. FRC commenced its marketing program on May 23, 2020.
34. FRC undertook an extensive sales and marketing process deploying various marketing tools including, but not limited to, an online listing of the Property on FRC's and Houston Realty's commercial websites and MLS Commercial listing website, posting the listing on FRC's in-house marketing database, creation and installation of a large sign for the property, and sending brochures to potential interested parties.
35. FRC provided the Receiver with regular reporting of its marketing activities including the number of prospective purchasers expressing an interest in the Premises.
36. The original listing was extended on August 31, 2020 with a new expiry date of November 30, 2020 at the same price of \$1.1 million. On October 2, 2020, the listing price was reduced to \$1.05 million. On November 27, 2020 the listing was again extended to February 28, 2021 with no further changes to the listing price. On January 26, 2021, with no offers submitted, the Receiver extended the listing to May 31, 2021 and reduced the price to \$999,900.
37. FRC has advised that more than 30 potential interested parties were contacted with information on the property. A total of 16 parties have toured the Premises a single time and five (5) parties have viewed the home a second time over the course of the listing.
38. One (1) offer was submitted to the Receiver by CHCS as further described in the Confidential Supplement to the First Report.
39. The CHCS APA was extensively negotiated and has been executed by the Receiver and CHCS. A redacted copy of the CHCS APA is attached as **Appendix "J"**. The CHCS APA is subject to Court approval.
40. The Receiver is of the view that the CHCS APA should be approved by the Court for the following reasons:
- a) FRC undertook a strategic and broad canvassing of the market to obtain the highest sale price for the Property;
 - b) The purchase price is consistent with FRC's assessed value of the Property based on current market conditions;
 - c) The Premises was listed for sale for more than nine (9) months and no other offers were received;
 - d) The Receiver's fees and those of its legal counsel will be satisfied from the sales proceeds rather than having to be paid by BMO; and

- e) The Receiver is advised that BMO supports the CHCS APA.
41. Based on the Receiver's experience, the nature of the Property, and the offer received, the Receiver is of the view that the CHCS APA contains commercially reasonable terms and will maximize the available recovery for the receivership estate. Additional reasons and support are included in the Confidential Supplement. Accordingly, the Receiver requests that this Honorable Court approve the CHCS APA for the reasons outlined herein and in the Confidential Supplement to the First Report.

License Agreement

42. As a part of the negotiation of the CHCS APA, the Receiver was aware that CHCS requires a very timely possession date of the Premises as the intended use of the Premises is to fulfil certain CHCS obligations pursuant to one of its contracts with AHS. In order to facilitate the sale to CHCS, the Receiver has agreed to allow early access to the Premises by way of a License Agreement, attached hereto as **Appendix "K"**.
43. The License Agreement permits CHCS to, among other things, commence renovations to the Premises as required by CHCS. CHCS has provided a security deposit to the Receiver in connection with the License Agreement.

Fees and disbursements of the Receiver

44. The Receiver's professional fees are calculated based on hours spent at rates established by each professional based on their qualifications and experience.
45. The Receiver's fees and disbursements in relation to the administration of the Receivership up to and including March 5, 2021 total approximately \$82,000 (excluding GST). This total comprises three (3) interim invoices totalling approximately \$65,000 and outstanding work-in-progress of approximately \$17,000.
46. In the Receiver's opinion, the services rendered in respect of these fees and disbursements have been duly rendered in response to required and necessary duties of the Receiver hereunder and are fair and reasonable in the circumstances. A summary of the invoices is attached hereto as **Appendix "L"**.

Fees and Disbursements of Legal Counsel

47. The Receiver's legal counsel's cumulative fees and disbursements on this matter total approximately \$47,000 (excluding GST) to March 5, 2021. The accounts of the Receiver's legal counsel are calculated based on hours spent at rates established by each professional based on their qualifications and experience. The Receiver is of the opinion that legal counsel's fees are fair, reasonable and appropriate in the circumstances. A summary of the invoices is attached hereto as **Appendix "M"**.

Interim Statement of Receipts and Disbursements

48. The interim Statement of Receipts and Disbursements reflecting the administration of the receivership for the period from January 23, 2020 to March 10, 2021 is below.

**UWAMS SUPPORTIVE LIVING LTD.
 INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
 FOR THE PERIOD JANUARY 23, 2020 TO MARCH 10, 2021**

	Total (\$)
Receipts	
Receiver's Certificates	128,000
Cash on Hand	25,710
Self Managed Care & Rent	10,850
Insurance Refund	1,958
WCB Refund	845
Interest	18
Total Receipts	<u>167,381</u>
Disbursements	
Transfer to Interim Receiver	47,678
Third party management and care giver fees	44,342
Maintenance	18,808
Insurance	15,771
Property taxes	12,576
Receiver's Fees	8,922
Operating Expenses	5,580
Utilities	2,845
GST	424
Legal	517
Locks	85
Filing fees paid to Official Receiver	70
Total Disbursements	<u>157,617</u>
Estate Balance as at March 10, 2021	<u>9,764</u>

49. Pursuant to the Receivership Order, the Receiver may borrow up to \$250,000 in aggregate without further Court approval. As at the date of this First Report, the Receiver’s borrowings total \$128,000 to fund the receivership proceedings.
50. The Receiver paid the outstanding professional fees of the interim receivership administration totalling approximately \$47,600 upon consent from BMO.

Conclusions and Recommendations

51. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the relief detailed in section 11 c) of this First Report and such further and other relief as this Honourable Court deems appropriate in the circumstances.

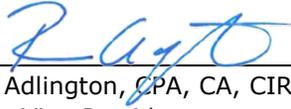
* * *

All of which is respectfully submitted at Calgary, Alberta this 17th day of March 2021.

DELOITTE RESTRUCTURING INC.,

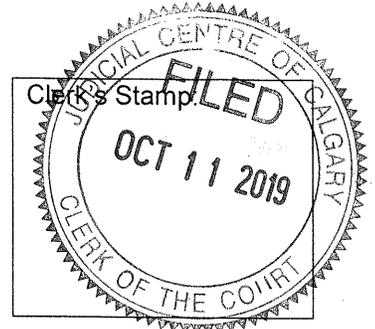
solely in its capacity as Court-appointed Receiver and Manager
of UWAMS Supportive Living Ltd.
and not in its personal or corporate capacity

Per:



Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix "A"



COURT FILE NUMBER 1901-10871
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF CALGARY
APPLICANT: THE BANK OF MONTREAL
RESPONDENTS: UWAMS SUPPORTIVE LIVING LTD., MAXWELL
UWAGA and CAROL UWAGA

DOCUMENT INTERIM RECEIVERSHIP ORDER

CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: Cassels Brock & Blackwell LLP
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Attention: Jeffrey Oliver
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Email: JOliver@casselsbrock.com

I hereby certify this to be a true copy of
the original Order
dated this 11 day of October 2019
P. Petrova
for Clerk of the Court

File No. 33336-389

DATE ON WHICH ORDER WAS PRONOUNCED: Friday, October 11, 2019
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice R.A. Neufeld
LOCATION OF HEARING: Calgary, Alberta

UPON the application of The Bank of Montreal in respect of UWAMS Supportive Living Ltd. (the "Debtor"); **AND UPON** having read the Application, the Amended Application, the Affidavit of Trevor Bauer, sworn August 12, 2019, filed, the Affidavit of Trevor Bauer, sworn August 14, 2019, filed, the Affidavit of Trevor Bauer, sworn October 3, 2019, file, the Affidavit of Service of Richard Comstock, sworn August 16, 2019, filed and the Affidavit of Service of Richard Comstock, sworn October 10, 2019, filed; **AND UPON** reading the consent of Deloitte Restructuring Inc. to act as interim receiver (the "Interim Receiver") of the Debtor, filed; **AND UPON** hearing counsel for The Bank of Montreal, counsel for the proposed Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), Deloitte Restructuring Inc. is hereby appointed Interim Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**") until the earliest of:
 - (a) the taking of possession of the Property by a receiver, within the meaning of subsection 243(2) of the BIA;
 - (b) the taking of possession of the Property by a trustee in bankruptcy; and
 - (c) 11:59 p.m. (MST) on November 10, 2019.
3. Absent further Order of this Court, the Interim Receiver shall not operate, manage or carry on the business of the Debtor, or employ any employees of the Debtor.

INTERIM RECEIVER'S POWERS

4. The Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:
 - (a) to monitor the Debtor's receipts and disbursements, including, without limitation, the right to access all information relating to the Debtor's accounts or finance activities at any financial institution;
 - (b) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;

- (c) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (d) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, include without limitation the lands describe in Schedule "A" hereto, and when submitted by the Interim Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed;
- (e) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

- 5. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, and shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Interim Receiver upon the Interim Receiver's request, and such Persons shall assist the Interim Receiver in it's efforts to understand any and all applicable requirements relating to the licensing and transfer or addition of residents into or out of the Debtor's care.
- 6. All Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such

information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

ACCESS TO THE PREMISES

8. The Interim Receiver shall, as soon as reasonably possible, attend the premises located on the lands described in Schedule "A" (the "**Premises**"), in order to recover the Records, provided that (i) such access to the Premises shall be limited to access on the Premises where the Records or the Property of the Debtor are located; and (ii) if the Interim Receiver cannot gain access to the Premises it shall report to this Court the reasons why access was denied.
9. The (i) Debtor, (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, and shareholders, and all other Persons acting on its instructions or behalf, and (iii) any Person appearing in charge of the Premises, shall forthwith permit entry and re-entry into the Premises to the Interim Receiver and any of its employees, agents, counsel and representatives for the purposes of searching for, identifying, inspecting, preserving and reproducing the Property and the Records.

10. The entry and re-entry to the Premises pursuant to this Order shall be made between 8:00 a.m. and 8:00 p.m. (MST) on any day of the week.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

11. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

12. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

13. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Interim Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
 - (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or

- (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
14. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH THE INTERIM RECEIVER

15. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Interim Receiver, or leave of this Court.

CONTINUATION OF SERVICES

16. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Interim Receiver, or as may be ordered by this Court.

EMPLOYEES

17. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").
18. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Interim Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Interim Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Interim Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. Notwithstanding anything in any federal or provincial law, the Interim Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Interim Receiver's appointment; or
 - (ii) after the Interim Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Interim Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Interim Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Interim Receiver

to remedy any environmental condition or environmental damage affecting the Property, the Interim Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Interim Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Interim Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Interim Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

- 20. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Interim Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Interim Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

INTERIM RECEIVER'S ACCOUNTS

21. The Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Interim Receiver and counsel to the Interim Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$100,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Interim Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. The Interim Receiver and its legal counsel shall pass their accounts from time to time.
23. Prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE INTERIM RECEIVERSHIP

24. The Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
25. Neither the Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. The Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
27. The monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
28. The Interim Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

29. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

30. The Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
31. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Interim Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Interim Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
32. Nothing in this Order shall prevent the Interim Receiver from acting as a receiver under section 243 of the BIA or as a trustee in bankruptcy of the Debtor.
33. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the

Interim Receiver in any foreign proceeding, or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

34. The Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
35. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
36. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

37. The Interim Receiver shall establish and maintain a website in respect of these proceedings at www.insolvencies.deloitte.ca/en-ca/Uwams (the "**Interim Receiver's Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Interim Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
38. 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 or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;

- (iii) any other parties attending or represented at the application for this Order; and
- (b) posting a copy of this Order on the Interim Receiver's Website

and service on any other person is hereby dispensed with.

39. 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 Bench of Alberta

SCHEDULE "A"

DESCRIPTION OF LANDS

Title Number: 131 148 847

Legal description:

LEGAL DESCRIPTION
PLAN 577JK
BLOCK 45
LOT 24
EXCEPTING THEREOUT ALL MINES AND MINERALS

Municipal Address: 9504 2nd Street SE Calgary, Alberta T2J 0V9

SCHEDULE "B"

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

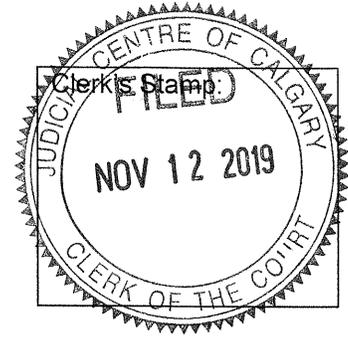
1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., interim receiver (the "**Interim Receiver**") of all of the assets, undertakings and properties of UWAMS Supportive Living Ltd. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the 16th day of August, 2019 (the "**Order**") made in action numbers [●], has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of [\$], being part of the total principal sum of [\$] that the Interim Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ● day of each month] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of Bank of [●] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

DELOITTE RESTRUCTURING INC., solely in its capacity as Interim Receiver (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

Appendix "B"



COURT FILE NUMBER 1901-10871
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF CALGARY
APPLICANT: THE BANK OF MONTREAL
RESPONDENTS: UWAMS SUPPORTIVE LIVING LTD., MAXWELL
UWAGA and CAROL UWAGA

DOCUMENT **CONTINUATION ORDER**

CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5

Attention: Jeffrey Oliver

Telephone 403-351-2921
Facsimile 403-648-1151
Email: JOliver@cassels.com

I hereby certify this to be a true copy of the original Order dated this 12 day of Nov 2019
J. Green
for Clerk of the Court.

File No. 33336-389

DATE ON WHICH ORDER WAS PRONOUNCED: Friday, November 8, 2019
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Mr. Justice C.M. Jones
LOCATION OF HEARING: Calgary Law Courts

UPON the application of The Bank of Montreal ("**BMO**") in respect of UWAMS Supportive Living Ltd. (the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of Trevor Bauer, sworn August 12, 2019, filed, the Affidavit of Trevor Bauer, sworn August 14, 2019, filed, the Affidavit of Trevor Bauer, sworn October 3, 2019, filed, the First Report of the Interim Receiver dated October 30, 2019, the Affidavit of Service of Richard Comstock, sworn November 4, 2019, filed, the Affidavit of Maxwell Uwaga, sworn November 7, 2019, filed, and the Interim Receivership Order pronounced by the Honourable Justice R.A. Neufeld on October 11, 2019 (the "**Appointment Order**"); **AND UPON** hearing counsel for BMO, counsel for Deloitte Restructuring Inc., counsel for the Debtor, and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

DEFINED TERMS

1. Terms not otherwise defined herein shall have the meaning ascribed to them in the Appointment Order.

SERVICE

2. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

CONTINUATION OF INTERIM RECEIVERSHIP

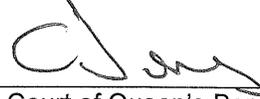
3. The appointment of Deloitte Restructuring Inc. as interim receiver (the "**Interim Receiver**"), without security, of all of the assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**") of UWAMS Supportive Living Ltd. (the "**Debtor**") pursuant to the Appointment Order shall continue in full force and effect until the earliest of:
 - (a) the taking of possession of the Property by a receiver, within the meaning of subsection 243(2) of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3;
 - (b) the taking of possession of the Property by a trustee in bankruptcy;
 - (c) 11:59 p.m. on December 10, 2019; or
 - (d) further Order of the Court of Queen's Bench of Alberta extending such appointment.
4. On or before November 29, 2019, Maxwell Uwaga shall provide the Interim Receiver with a detailed plan, prepared in consultation with the Interim Receiver and/or Alberta Health Services, where appropriate, for the transfer of all of the residents, patients, or other persons (collectively,

the “Residents”) now, or at any time during the period ending December 10, 2019, under the care of the Debtor to appropriate alternate care facilities (collectively, the “Plan”). The Plan shall be compliant with any and all relevant statutory, governmental, regulatory or other requirements for the transfer of Residents into alternate care facilities. An interim or draft version of the Plan shall be provided to the Interim Receiver on or before November 22, 2019.

5. In addition to the powers of the Interim Receiver granted under the Appointment Order, the Interim Receiver is hereby empowered and authorized, but not obligated, to engage in discussions with, and obtain information from, Alberta Health Services (or such other governing or regulatory body involved in the regulation and administration of the business operated by the Debtor) with respect to the process for having Residents transferred from the care of the Debtor to alternate care facilities, provided that the Debtor shall have the option to participate in any and all such oral communications, and shall be copied on all written correspondence.
6. Any interested party may apply to this Court for advice and direction in relation to this Order on not less than seven (7) days’ notice to any other party likely to be affected by the application or upon such other notice, if any, as this Court may order.
7. BMO shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of BMO’s security or, if not so provided by BMO’s security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Interim Receiver from the Debtor’s estate with such priority and at such time as this Court may determine.
8. 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 or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Interim Receiver’s website in respect of these proceedings

and service on any other person is hereby dispensed with.

9. 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.

A handwritten signature in black ink, appearing to be 'C. J. ...', written above a horizontal line.

Justice of the Court of Queen's Bench of Alberta

Appendix "C"

I hereby certify this to be a true copy of
the original order

Dated this 10 day of Dec 19


for Clerk of the Court



COURT FILE NUMBER 1901-10871

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF CALGARY

APPLICANT: THE BANK OF MONTREAL

RESPONDENTS: UWAMS SUPPORTIVE LIVING LTD., MAXWELL UWAGA
and CAROL UWAGA

DOCUMENT **CONTINUATION ORDER**

CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5

Attention: Jeffrey Oliver

Telephone 403-351-2921
Facsimile 403-648-1151
Email: JOliver@cassels.com

File No. 33336-389

DATE ON WHICH ORDER WAS PRONOUNCED: Tuesday, December 10, 2019

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Mr. Justice D.R. Mah

LOCATION OF HEARING: Edmonton Law Courts

UPON the application of The Bank of Montreal ("**BMO**") in respect of UWAMS Supportive Living Ltd. (the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of Trevor Bauer, sworn August 12, 2019, filed, the Affidavit of Trevor Bauer, sworn August 14, 2019, filed, the Affidavit of Trevor Bauer, sworn October 3, 2019, filed, the First Report of the Interim Receiver dated October 30, 2019, the Second Report of the Interim Receiver dated December 2, 2019, the Affidavit of Service of Richard Comstock, sworn November 4, 2019, filed, the Affidavit of Service of Richard Comstock sworn December 4, 2019, filed, the Affidavit of Maxwell Uwaga, sworn November 7, 2019, filed, the Interim Receivership Order pronounced by the Honourable Justice R.A. Neufeld on October 11, 2019 (the "**Appointment Order**") and the Continuation Order pronounced by the Honourable Justice C.M. Jones on November 8, 2019 (the "**First Continuation Order**"); **AND UPON** hearing counsel for BMO, counsel for Deloitte Restructuring Inc., counsel for the Debtor, and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

DEFINED TERMS

1. Terms not otherwise defined herein shall have the meaning ascribed to them in the Appointment Order.

SERVICE

2. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

CONTINUATION OF INTERIM RECEIVERSHIP

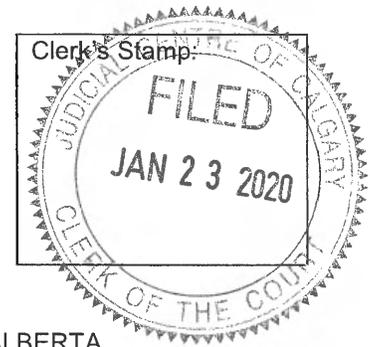
3. The appointment of Deloitte Restructuring Inc. as interim receiver (the "**Interim Receiver**"), without security, of all of the assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**") of UWAMS Supportive Living Ltd. (the "**Debtor**") pursuant to the Appointment Order and the First Continuation Order shall continue in full force and effect until the earliest of:
 - (a) the taking of possession of the Property by a receiver, within the meaning of subsection 243(2) of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3;
 - (b) the taking of possession of the Property by a trustee in bankruptcy;
 - (c) 11:59 p.m. on January 24, 2020; or
 - (d) further Order of the Court of Queen's Bench of Alberta extending such appointment.

4. Any interested party may apply to this Court for advice and direction in relation to this Order on not less than seven (7) days' notice to any other party likely to be affected by the application or upon such other notice, if any, as this Court may order.
5. BMO shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of BMO's security or, if not so provided by BMO's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
6. 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 or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Interim Receiver's website in respect of these proceedingsand service on any other person is hereby dispensed with.
7. 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 Bench of Alberta

Appendix "D"

I hereby certify this to be a true copy of
the original consent receivership order
Dated this 23 day of Jan 2020
_____ for Clerk of the Court



COURT FILE NUMBER 1901-10871

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF CALGARY

APPLICANT: THE BANK OF MONTREAL

RESPONDENTS: UWAMS SUPPORTIVE LIVING LTD., MAXWELL
UWAGA and CAROL UWAGA

DOCUMENT **CONSENT RECEIVERSHIP ORDER**

CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5

Attention: Jeffrey Oliver

Telephone 403-351-2921
Facsimile 403-648-1151
Email: JOliver@casselsbrock.com

File No. 33336-389

DATE ON WHICH ORDER WAS PRONOUNCED: Thursday, January 23, 2020

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Mr. Justice C.M. Jones

LOCATION OF HEARING: Calgary Law Courts

UPON the application of The Bank of Montreal in respect of UWAMS Supportive Living Ltd. (the “**Debtor**”); **AND UPON** having read the Application, the Affidavit of Trevor Bauer, sworn August 12, 2019, filed, the Affidavit of Trevor Bauer, sworn August 14, 2019, filed, the Affidavit of Trevor Bauer, sworn October 3, 2019, filed, the Affidavit of Trevor Bauer sworn January 20, 2020, the First Report of the Interim Receiver dated October 30, 2019, the Second Report of the Interim Receiver dated December 2, 2019, filed, the Affidavit of Service of Richard Kay, sworn January 17, 2020, filed, the Interim Receivership Order pronounced by the Honourable Justice R.A. Neufeld on October 11, 2019, the First Continuation Order pronounced by the Honourable Justice C.M. Jones on November 8, 2019, and the Second Continuation Order pronounced by the Honourable Justice D.R. Mah on December 10, 2019; **AND UPON** reading the consent of Deloitte Restructuring Inc. to act as receiver and manager (the “**Receiver**”) of the Debtor, filed; **AND UPON** hearing counsel for The Bank of Montreal, counsel for the proposed Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) and section 13(2) of the *Judicature Act*, R.S.A. 2000 Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to

safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, include without limitation the lands describe in Schedule "A" hereto, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to retain for the unexpired term, assign, surrender, renegotiate, or terminate any lease or agreement related to the Property;
- (s) to collect the rents, profits and other receipts arising from the Property, or any part thereof;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such

information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a

Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Receiver or exercising any other remedy provided under such agreements or arrangements. The Receiver shall be entitled to the continued use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

- A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all

security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at www.insolvencies.deloitte.ca/en-ca/Uwams (the "**Receiver's Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. 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 or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Receiver's Websiteand service on any other person is hereby dispensed with.

36. 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.

C. Jones

Justice of the Court of Queen's Bench of Alberta

CONSENTED TO THIS 9th day of December, 2019.

MCMILLAN LLP


Per: Adam Maerov
Counsel to UWAMS Supportive Living Ltd.

SCHEDULE "A"

DESCRIPTION OF LANDS

Title Number: 131 148 847

Legal description:

LEGAL DESCRIPTION
PLAN 577JK
BLOCK 45
LOT 24
EXCEPTING THEREOUT ALL MINES AND MINERALS

Municipal Address: 9504 2nd Street SE Calgary, Alberta T2J 0V9

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., receiver and manager (the "Receiver") of all of the assets, undertakings and properties of UWAMS Supportive Living Ltd. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the [●] day of [●], 2020 (the "Order") made in action numbers [●], has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of [\$], being part of the total principal sum of [\$] that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ● day of each month] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of Bank of [●] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

DELOITTE RESTRUCTURING INC., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

Appendix "E"

FORM 87
Notice and Statement of the Receiver
(Subsections 245(1) and 246(1) of the Act)

In the Matter of the Receivership of
UWAMS Supportive Living Ltd.
of the City of Calgary, in the Province of Alberta

The receiver gives notice and declares that:

1. On the 23rd day of January, 2020, Deloitte Restructuring Inc. ("**Deloitte**"), was appointed by the Court of Queen's Bench of Alberta (the "**Receivership Order**") as the receiver and manager (the "**Receiver**") of all current and future assets, undertakings, and properties of every nature and kind whatsoever (the "**Property**") of UWAMS Supportive Living Ltd. (collectively the "**Company**", or "**UWAMS**") situated upon or relating to the Property that is described below:

Description	UWAMS Book Value (*)
Cash	\$25,665
Accounts receivable	\$ 100,419
Property, plant and equipment	1,466,510
Total	\$1,592,594

(*) - All book values of the Property are based on preliminary financial information prepared by the Company. The net realizable value of the assets may be significantly lower than the aggregate of the above book values. Deloitte has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information and, accordingly, Deloitte expresses no opinion or form of assurance on the information contained herein.

2. As noted above, Deloitte became Receiver by virtue of the Receivership Order, a copy of which is attached to this Notice as **Appendix "A"**.
3. The Receiver took possession and control of the Property of UWAMS described above on the January 23, 2020.
4. The following information relates to the receivership:
 - (a) Mailing Addresses: 9504 2nd Street SE Calgary, Alberta T2J 0V9
 - (b) Principal line of business: Assisted Living Facility
 - (c) Location of business: 9504 2nd Street SE Calgary, Alberta T2J 0V9
 - (d) Amounts owed to each creditor who holds security on the Property described above include the following:

Bank of Montreal	\$1,159,990
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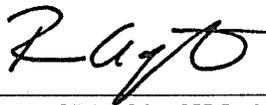
- (e) A list of unsecured creditors is attached to this Notice as **Appendix "B"**.
- (f) The Receiver's intended plan of action during the receivership is to secure and manage the Property and proceed to realize on the Property and optimize realizations.
- (g) Contact person for the Receiver:

Tyler Adametz
Deloitte Restructuring Inc.
Suite 700, 850 – 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-837-3675
Email: tadametz@deloitte.ca

Dated at the City of Calgary in the Province of Alberta, this 31st day of January, 2020.

DELOITTE RESTRUCTURING INC.

Solely in its capacity as Receiver and Manager
of the Property (as defined herein),
and not in its personal capacity.



Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President

700 Bankers Court, 850 - 2nd Street SW
Calgary AB T2P 0R8
Phone: (403) 261-8135 Fax: (403) 718-3681

Appendix "A"
RECEIVERSHIP ORDER

I hereby certify this to be a true copy of
the original consent receivership order
Dated this 23 day of Jan 2020
_____ for Clerk of the Court



COURT FILE NUMBER 1901-10871

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF CALGARY

APPLICANT: THE BANK OF MONTREAL

RESPONDENTS: UWAMS SUPPORTIVE LIVING LTD., MAXWELL
UWAGA and CAROL UWAGA

DOCUMENT **CONSENT RECEIVERSHIP ORDER**

CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT: Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5

Attention: Jeffrey Oliver

Telephone 403-351-2921
Facsimile 403-648-1151
Email: JOliver@casselsbrock.com

File No. 33336-389

DATE ON WHICH ORDER WAS PRONOUNCED: Thursday, January 23, 2020

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Mr. Justice C.M. Jones

LOCATION OF HEARING: Calgary Law Courts

UPON the application of The Bank of Montreal in respect of UWAMS Supportive Living Ltd. (the "Debtor"); **AND UPON** having read the Application, the Affidavit of Trevor Bauer, sworn August 12, 2019, filed, the Affidavit of Trevor Bauer, sworn August 14, 2019, filed, the Affidavit of Trevor Bauer, sworn October 3, 2019, filed, the Affidavit of Trevor Bauer sworn January 20, 2020, the First Report of the Interim Receiver dated October 30, 2019, the Second Report of the Interim Receiver dated December 2, 2019, filed, the Affidavit of Service of Richard Kay, sworn January 17, 2020, filed, the Interim Receivership Order pronounced by the Honourable Justice R.A. Neufeld on October 11, 2019, the First Continuation Order pronounced by the Honourable Justice C.M. Jones on November 8, 2019, and the Second Continuation Order pronounced by the Honourable Justice D.R. Mah on December 10, 2019; **AND UPON** reading the consent of Deloitte Restructuring Inc. to act as receiver and manager (the "Receiver") of the Debtor, filed; **AND UPON** hearing counsel for The Bank of Montreal, counsel for the proposed Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the "Order") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA") and section 13(2) of the *Judicature Act*, R.S.A. 2000 Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to

safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
 - (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,
- and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.
- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
 - (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
 - (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, include without limitation the lands describe in Schedule "A" hereto, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to retain for the unexpired term, assign, surrender, renegotiate, or terminate any lease or agreement related to the Property;
- (s) to collect the rents, profits and other receipts arising from the Property, or any part thereof;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such

information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a

Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Receiver or exercising any other remedy provided under such agreements or arrangements. The Receiver shall be entitled to the continued use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

- A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all

security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at www.insolvencies.deloitte.ca/en-ca/Uwams (the "Receiver's Website") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. 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 or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Receiver's Websiteand service on any other person is hereby dispensed with.

36. 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.

C. Jones

Justice of the Court of Queen's Bench of Alberta

CONSENTED TO THIS 9th day of December, 2019.

MCMILLAN LLP


Per: Adam Maerov
Counsel to UWAMS Supportive Living Ltd.

SCHEDULE "A"
DESCRIPTION OF LANDS

Title Number: 131 148 847

Legal description:

LEGAL DESCRIPTION
PLAN 577JK
BLOCK 45
LOT 24
EXCEPTING THEREOUT ALL MINES AND MINERALS

Municipal Address: 9504 2nd Street SE Calgary, Alberta T2J 0V9

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., receiver and manager (the "Receiver") of all of the assets, undertakings and properties of UWAMS Supportive Living Ltd. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the [●] day of [●], 2020 (the "Order") made in action numbers [●], has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of [●], being part of the total principal sum of [●] that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ● day of each month] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of Bank of [●] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

DELOITTE RESTRUCTURING INC., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

**Appendix "B" UNSECURED
CREDITORS**

Appendix B – Unsecured creditors

Unsecured Creditors

The City of Calgary	\$ 8,047
RCAP Leasing	3,894
Co-op Pharmacy	2,503
Enmax	1,849
Intact Insurance	796
Certified Alarms Inc.	746
Shaw	582
Priority Leasing	387
Telus Communications	146
Direct Energy	1
Canada Revenue Agency	1
Total Unsecured Creditors	<hr/> \$ 18,952 <hr/>

Appendix "F"



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0012 645 488 9010229;2;32 901 098 441

LEGAL DESCRIPTION
PLAN 9010229
BLOCK 2
LOT 32
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;5;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 901 080 052

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
901 098 441	23/04/1990	TRANSFER OF LAND	\$199,500	\$199,500

OWNERS
MAXWELL UWAGA (SOCIAL WORKER)

AND
CAROL UWAGA (HOUSEWIFE)
BOTH OF:
54 EVERGREEN TERRACE SW
CALGARY
ALBERTA
AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
901 030 445	31/01/1990	RESTRICTIVE COVENANT
901 030 446	31/01/1990	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY.

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
901 098 441

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AS TO PORTION OR PLAN: 9010230

901 030 447 31/01/1990 AGREEMENT
RESTRICTIVE COVENANT AND EASEMENT

071 296 475 14/06/2007 MORTGAGE
MORTGAGEE - CIBC MORTGAGES INC.
400 BARRARD ST, 5TH FLR
VANCOUVER
BRITISH COLUMBIA V6C3A6
ORIGINAL PRINCIPAL AMOUNT: \$400,000

141 123 392 21/05/2014 MORTGAGE
MORTGAGEE - CANADIAN IMPERIAL BANK OF COMMERCE.
TRANSIT: 01319
100 UNIVERSITY AVENUE, 3RD FLOOR
TORONTO
ONTARIO M5J2X4
ORIGINAL PRINCIPAL AMOUNT: \$615,000

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 27 DAY OF
OCTOBER, 2019 AT 12:15 P.M.

ORDER NUMBER: 38259924

CUSTOMER FILE NUMBER: 02673167-UWA



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Appendix "G"



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0019 355 438 3075JK;2;15 071 334 337

LEGAL DESCRIPTION
PLAN 3075JK
BLOCK 2
LOT 15
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;22;SW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 911 189 749

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
071 334 337	04/07/2007	TRANSFER OF LAND	\$405,000	\$405,000

OWNERS
MAXWELL UWAGA

AND
CAROL UWAGA
BOTH OF:
247 ALLAN CRES SE
CALGARY
ALBERTA T2J 0T3
AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
071 334 338	04/07/2007	MORTGAGE MORTGAGEE - HOME TRUST COMPANY. 2300, 145 KING STREET WEST TORONTO

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

071 334 337

NUMBER	DATE (D/M/Y)	PARTICULARS
		ONTARIO M5H1J8 ORIGINAL PRINCIPAL AMOUNT: \$303,750
071 355 085	16/07/2007	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - HOME TRUST COMPANY. SUITE 2300, 145 KING STREET WEST TORONTO ONTARIO M5H1J8 AGENT - DEVINDER SHORY
071 368 318	24/07/2007	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - HOME TRUST COMPANY. 145 KING STREET WEST, SUITE 2300 TORONTO ONTARIO M5H1J8 AGENT - DEVINDER SHORY
101 207 297	13/07/2010	MORTGAGE MORTGAGEE - CALVERT HOME MORTGAGE INVESTMENT CORPORATION. 130, 4029-8 STREET SE CALGARY ALBERTA T2G3A5 ORIGINAL PRINCIPAL AMOUNT: \$486,500
101 207 298	13/07/2010	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CALVERT HOME MORTGAGE INVESTMENT CORPORATION. 130, 4029-8 STREET SE CALGARY ALBERTA T2G3A5 AGENT - JAMES M B CLARK

TOTAL INSTRUMENTS: 005

(CONTINUED)

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CUSTOMER FILE NUMBER: 02673168-UWA



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Appendix "H"



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0015 942 759 8110429;2;12 021 270 218

LEGAL DESCRIPTION
PLAN 8110429
BLOCK 2
LOT 12
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;22;33;N

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 021 005 101

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
021 270 218	03/08/2002	TRANSFER OF LAND	\$169,900	\$169,900

OWNERS

MAX UWAGA

AND

CAROL C E UWAGA

BOTH OF:

54 EVERGREEN TERRACE SW

CALGARY

ALBERTA T2Y 2V9

AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
021 005 102	07/01/2002	MORTGAGE MORTGAGEE - CIBC MORTGAGES INC. SUITE 400, 100 UNIVERSITY AVE TORONTO

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
021 270 218

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ONTARIO M5J2X4
ORIGINAL PRINCIPAL AMOUNT: \$143,055

101 207 297 13/07/2010 MORTGAGE
MORTGAGEE - CALVERT HOME MORTGAGE INVESTMENT
CORPORATION.
130, 4029-8 STREET SE
CALGARY
ALBERTA T2G3A5
ORIGINAL PRINCIPAL AMOUNT: \$486,500

101 207 298 13/07/2010 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - CALVERT HOME MORTGAGE INVESTMENT
CORPORATION.
130, 4029-8 STREET SE
CALGARY
ALBERTA T2G3A5
AGENT - JAMES M B CLARK

191 175 534 28/08/2019 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - JEFFREY V. KAHANE PROFESSIONAL
CORPORATION.
7309 FLINT ROAD SE
CALGARY
ALBERTA T2H1G3
AGENT - JENNA BEVER

TOTAL INSTRUMENTS: 004

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CUSTOMER FILE NUMBER: 02673169-UWA



END OF CERTIFICATE

(CONTINUED)

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Appendix "I"



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0020 777 124 577JK;45;24 131 148 847

LEGAL DESCRIPTION
PLAN 577JK
BLOCK 45
LOT 24
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;15;N
ATS REFERENCE: 5;1;23;22;S

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 021 256 178

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
131 148 847	25/06/2013	TRANSFER OF LAND	\$1,000,000	SEE INSTRUMENT

OWNERS

UWAMS SUPPORTIVE LIVING LTD.
OF 54 EVERGREEN TERRACE SW
CALGARY
ALBERTA T2Y 2V9

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
151 246 595	23/09/2015	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 6550 MACLEOD TRAIL SW CALGARY ALBERTA T2H0K6 ORIGINAL PRINCIPAL AMOUNT: \$620,000
171 209 843	19/09/2017	AMENDING AGREEMENT

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AMOUNT: \$1,200,000
AFFECTS INSTRUMENT: 151246595

191 067 801 08/04/2019 TAX NOTIFICATION
BY - THE CITY OF CALGARY.
CREDIT & COLLECTIONS, IMC #8060
800 MACLEOD TRAIL S
CALGARY, ALBERTA
T2P2M5

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 27 DAY OF
OCTOBER, 2019 AT 12:15 P.M.

ORDER NUMBER: 38259928

CUSTOMER FILE NUMBER: 02673170-UWA



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Appendix "J"

ASSET PURCHASE AGREEMENT

March 11, 2021

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT dated March 11, 2021.

BETWEEN:

DELOITTE RESTRUCTURING INC., in its capacity as the Court-appointed receiver and manager of UWAMS SUPPORTIVE LIVING LTD. (the "**Debtor**"), and not in its personal or corporate capacity (the "**Vendor**" or "**Receiver**")

- and -

CLOSER TO HOME COMMUNITY SERVICES SOCIETY, a society, having an office in the City of Calgary in the Province of Alberta (the "**Purchaser**")

WHEREAS:

- A. Pursuant to the provisions of, among other things, the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), the Alberta Court of Queen's Bench (the "**Court**") granted a receivership order appointing Deloitte Restructuring Inc., as receiver and manager over all of the Debtor's current and future assets, undertakings and properties of every nature and kind, on January 23, 2020 (the "**Receivership Order**");
- B. The Receivership Order authorizes and empowers the Receiver to undertake any process to market and sell the Lands, subject to approval by the Court for any transaction exceeding \$100,000;
- C. The Receiver has agreed to sell, transfer and assign to the Purchaser all of the right, title and interest of the Debtor in and to the Purchased Assets, and the Purchaser has agreed to purchase the Purchased Assets on the terms and conditions set forth herein;

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) "**Acceptance Date**" means the date both Parties execute and deliver this Agreement;
- (b) "**Affiliate**" means, with respect to any person, any other person or group of persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such person. The term "control" as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person whether through ownership of more than 50% of the voting securities of such person, through being the general partner or trustee of the other person, or through contract or otherwise;

- (c) **“Agreement”** means this asset purchase agreement and any Schedule attached hereto;
- (d) **“Applicable Law”** means, in respect of any person, assets, transaction, event or circumstance:
- (i) statutes (including regulations enacted thereunder);
 - (ii) judgments, decrees and orders of courts of competent jurisdiction;
 - (iii) regulations, orders, ordinances and directives issued by government authorities; and
 - (iv) the terms and conditions of all permits, licences, approvals and authorizations;
- which are applicable to such person, asset, transaction, event or circumstance;
- (e) **“BIA”** has the meaning ascribed to that term in the recitals;
- (f) **“Business Day”** means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Calgary, Alberta are not open for the transaction of domestic business during normal banking hours;
- (g) **“Claim”** means any right or claim of any person that may be asserted or made in whole or in part against the Debtor and its directors, officers, employees, agents or advisors, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the BIA had the Debtor become bankrupt;
- (h) **“Closing”** means the completion of the purchase by the Purchaser and sale by the Vendor of the Purchased Assets and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such sale, all subject to and in accordance with the terms and conditions of this Agreement;
- (i) **“Closing Date”** means the date that is agreed by the Parties and is not more than ten (10) calendar days following the satisfaction or waiver of all of the conditions set forth in ARTICLE 6 hereof (or such other Business Day as the Parties may agree in writing);

- (j) **"Court"** has the meaning ascribed to that term in the recitals;
- (k) **"Court Approval"** means the approval of the Transaction by the Court, pursuant to the terms of an approval and vesting order that is satisfactory, in both form and substance, to the Parties, substantially in the form attached as Schedule B hereto;
- (l) **"Debtor"** has the meaning ascribed to that term in the recitals;
- (m) **"Deposit"** has the meaning ascribed to that term in Section 3.2;
- (n) **"Effective Time"** means 12:01 a.m. (Calgary time) on the Closing Date;
- (o) **"Environment"** means the components of the earth and includes ambient air, land, surface and subsurface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, and the interacting natural systems that include such components, and any derivative thereof shall have a corresponding meaning;
- (p) **"Environmental Liabilities"** means all past, present and future liabilities, obligations and expenses in respect of the Environment which relate to the Purchased Assets (or lands pooled or unitized with lands which may form part of the Purchased Assets), or which arise in connection with the ownership thereof or operations pertaining thereto, including liabilities related to or arising from:
 - (i) transportation, storage, use or disposal of toxic or hazardous substances;
 - (ii) release, spill, escape, emission, leak, discharge, migration or dispersal of toxic or hazardous substances; or
 - (iii) pollution or contamination of or damage to the Environment;including liabilities to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the Environment;
- (q) **"Final Order"** means an order of the court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;
- (r) **"Final Statement of Adjustments"** has the meaning ascribed to that term in Section 3.5;

- (s) **"GAAP"** means accounting principles generally accepted in Canada including those recommended or approved by the Canadian Institute of Chartered Professional Accountants at the relevant time including to the extent applicable, international financial reporting standards;
- (t) **"Governmental Authority"** means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Purchased Assets or the Transaction;
- (u) **"Governmental Order"** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority;
- (v) **"GST"** means taxes, interest, penalties and fines imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder; and **"GST Legislation"** means such act and regulations collectively;
- (w) **"Income Tax Act"** means, collectively, the *Income Tax Act*, RSC 1985, c.1 (5th Supplement), the *Income Tax Application Rules*, RSC 1985, c.2 (5th Supplement) and the *Income Tax Regulations*, in each case as amended to the date hereof;
- (x) **"Insurance Proceeds"** means the proceeds of insurance (if any) in respect of claim number 21-025883 GB, pursuant to insurance policy number CS585455;
- (y) **"Interim Statement of Adjustments"** has the meaning ascribed to that term in Section 3.5;
- (z) **"Lands"** means the real property legally described as PLAN 577JK, BLOCK 45, LOT 24, EXCEPTING THEREOUT ALL MINES AND MINERALS, including all buildings, fixtures and improvements located thereon;
- (aa) **"Legal Proceeding"** means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;
- (bb) **"Losses"** means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or Governmental Order and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis);
- (cc) **"Notice Period"** has the meaning ascribed to that term in Section 8.2(b);

- (dd) **"Parties"** means, collectively, the Purchaser and the Vendor, and **"Party"** means any one of them;
- (ee) **"Permitted Encumbrances"** means those Encumbrances set out in Schedule A to this Agreement;
- (ff) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (gg) **"Prime Rate"** means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary, Alberta of Bank of Montreal as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate then the "Prime Rate" for the purposes of this Agreement shall correspondingly change effective on the date the change in such reference rate is effective;
- (hh) **"Purchased Assets"** means all of the Vendor's Interest in and to the Lands and all of the Vendor's Interest in and to the equipment and personal property found upon and appurtenant to the Lands, including as used in connection with the Lands and its operation as an assisted living facility, further including, without limitation, the gas stove, refrigerator, freezer, dishwasher, beds, mattresses, furniture, and all other chattels and equipment located on the Lands;
- (ii) **"Purchase Price"** has the meaning ascribed to that term in Section 3.1;
- (jj) **"Purchaser's Conditions"** means the conditions set forth in Section 6.2;
- (kk) **"Purchaser's Solicitor"** means such solicitors or firm of solicitors appointed by the Purchaser from time to time, of which notice is provided to the Vendor and the Vendor's Solicitor;
- (ll) **"Receiver"** means Deloitte Restructuring Inc., in its capacity as the receiver and manager of the Debtor and not in its personal or corporate capacity;
- (mm) **"Receivership Proceedings"** means the proceedings where the Receiver was appointed, namely Alberta Court of Queen's Bench Action No. 1901-10871;
- (nn) **"Receivership Order"** has the meaning ascribed to that term in the recitals;
- (oo) **"Representative"** means, in respect of a person, each director, officer, employee, agent, legal counsel, accountant, professional advisor and other representative of such person and its Affiliates, and with respect to the Vendor, includes the Receiver and its respective Affiliates, directors, officers, employees, agents, legal counsel, accountants, professional advisors and other representatives;
- (pp) **"Tax Legislation"** means, collectively, the Income Tax Act and all Canadian federal, provincial, state, territorial, county, municipal and local, foreign, or other statutes,

ordinances or regulations imposing a Tax, including all treaties, conventions, rules, regulations, orders, and decrees of any jurisdiction;

- (qq) **"Tax"** or **"Taxes"** means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any applicable Tax Legislation, including, Canadian federal, provincial, state, territorial, county, municipal and local, foreign or other income, capital, capital gains, goods and services, sales, use, consumption, excise, value added (including GST and Harmonized Sales Tax), business, real property, personal property, transfer, franchise, withholding, payroll, or employer health taxes, customs, import, anti-dumping or countervailing duties, Canada Pension Plan contributions, employment insurance premiums, and provincial workers' compensation payments, levy, assessment, tariff, impost, imposition, toll and duty, whether computed on a separate, combined, unitary, or consolidated basis or any other manner, including any interest, penalties and fines associated therewith;
- (rr) **"Third Party"** means any person who is not a Party, Affiliate or Representative;
- (ss) **"Third Party Claim"** means any Claim by a Third Party asserted against the Vendor for which the Purchaser has indemnified the Vendor or is otherwise responsible for pursuant to this Agreement;
- (tt) **"Time of Closing"** means 1:00 pm (Calgary, Alberta time) on the Closing Date or such other date and time as the Parties may agree in writing that the Closing shall take place;
- (uu) **"Transaction"** means the transaction for the purchase and sale of the Purchased Assets and all of the auxiliary or related transactions contemplated in this Agreement;
- (vv) **"Vendor"** means Deloitte Restructuring Inc., in its capacity as the receiver and manager of the Debtor and not in its personal or corporate capacity;
- (ww) **"Vendor's Interest"** means, when used in relation to any asset, undertaking or property, all the right, title and interest, if any, of the Debtor in such asset, undertaking or property; and
- (xx) **"Vendor's Solicitor"** means Dentons Canada LLP, attention: Derek Pontin.

1.2 Interpretation

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

- (a) All references to monetary amounts, unless indicated to the contrary, are to the lawful currency of Canada.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word "include" and derivatives thereof shall be read as if followed by the phrase "without limitation".

- (d) The words “hereto”, “herein”, “hereof”, “hereby”, “hereunder” and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation hereof.
- (f) Reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified.
- (g) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.
- (h) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.
- (i) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.

1.3 Interpretation if Closing Does Not Occur

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

1.4 Schedules

The following Schedules are attached hereto and form an integral part of this Agreement:

Schedule A	Permitted Encumbrances
Schedule B	Form of Court Approval
Schedule C	Form of Licence Agreement
Schedule D	Form of Assignment of Insurance Proceeds

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this Agreement, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase from the Vendor all of the Vendor’s Interest in the Purchased Assets free and clear of all Encumbrances other than Permitted Encumbrances.

2.2 Condition of Purchased Assets

Except as otherwise set out in this Agreement, the Purchased Assets will be in substantially the same condition on the Closing Date as they were upon the Purchaser’s inspection of the Purchased Assets on March 2, 2021, specifically excepting the following:

- (a) remediation work that is being carried out in respect of the boiler/sprinkler issue and water loss on the Lands and that the Parties understand will continue until completed and are subject to an insurance claim referred to herein in respect of the Insurance Proceeds; and
- (b) all work, including construction and renovation work, carried out by or on behalf of the Purchaser, provided that the Vendor has consented to any such work and the work takes place during the Term and in accordance with the License Agreement.

2.3 Transfer of Purchased Assets

Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk and beneficial ownership of the Purchased Assets shall transfer from the Vendor to the Purchaser on the Closing Date.

2.4 Assumption of Environmental Liabilities

In determining the Purchase Price, the Parties have taken into account Purchaser's assumption of responsibility for the payment of all costs for existing or future Environmental Liabilities associated with the Purchased Assets, as set forth in this Agreement, and the absolute release of the Debtor and Vendor of all and any responsibility or liability therefor.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The purchase price to be paid by the Purchaser to the Vendor for the Purchased Assets shall be CAD [REDACTED] (the "Purchase Price") as adjusted pursuant to Section 3.5.

3.2 Deposit

- (a) Purchaser shall pay to Vendor, within three (3) Business Days after the Acceptance Date, a deposit in the amount of CAD [REDACTED] (the "Deposit").
- (b) The Deposit will be held in trust by the Vendor or its legal counsel in an interest-bearing trust account for and on behalf of the Vendor, and shall be releasable in accordance with the terms of this Agreement. If Closing occurs in accordance with the terms and conditions of this Agreement, the Deposit and interest earned thereon shall be credited against the Purchase Price, in partial satisfaction of the Purchaser's obligation to pay the Purchase Price at Closing. Should this Agreement be terminated pursuant to Article 9, or should the Closing not occur due to the default of the Vendor, the Deposit and interest earned thereon shall be refunded to the Purchaser without deduction.
- (c) If Closing does not occur due to the default of the Purchaser following the waiver and/or satisfaction of all conditions required to be waived and/or satisfied pursuant to Sections 6.1, 6.2 and 6.3 of this Agreement, the Vendor shall be entitled to retain the Deposit, the full amount of the Deposit shall be forfeited to the Vendor, and in any such case this Agreement shall thereupon terminate and each Party shall be released from all obligations and liabilities under or in connection with this Agreement. The Parties agree that the amount of the Deposit constitutes a genuine pre-estimate of liquidated damages

representing the Vendor's Losses as a result of Closing not occurring and agree that the Vendor shall not be entitled to recover from the Purchaser any amounts that are in excess of the Deposit as a result of Closing not occurring. The Purchaser hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Vendor's damages.

3.3 Payment of the Purchase Price

The Purchaser shall pay to the Vendor at Closing, by certified cheque, bank draft or electronic wire transfer, the adjusted Purchase Price as set forth in the Interim Statement of Adjustments (including applicable GST), less the Deposit and interest earned thereon, if any.

3.4 Allocation of the Purchase Price

The Purchase Price shall be allocated among the Purchased Assets as mutually agreed by the Parties on the Closing Date.

3.5 Adjustments

- (a) Subject to Section 3.5(c), all adjustments relating to the Purchased Assets, both incoming and outgoing, including property taxes, other Taxes, local improvement charges, utilities, costs and revenues incurred, accruing, payable, paid, received or receivable in respect of the Purchased Assets, including rentals, maintenance, condominium fees, development, capital and operating costs, advances, and payments with respect to Permitted Encumbrances and all other matters customarily the subject of adjustment on the sale of assets similar to the Purchased Assets shall, subject to the provisions of this Agreement, be apportioned on an accrual basis between the Vendor and the Purchaser as of the Effective Time, on and subject to the following:
 - (i) except as otherwise provided in this Section 3.5, costs and revenues shall accrue in accordance with GAAP;
 - (ii) all such costs and revenues accruing up to the Effective Time shall be for the Vendor's account and all costs and revenues accruing after the Effective Time shall be for the Purchaser's account;
 - (iii) all rentals, property taxes and other periodic payments (other than income taxes) shall be apportioned between the Vendor and the Purchaser on a per diem basis as of the Effective Time with all rentals, property taxes and other periodic payments accrued to the Effective Time for the Vendor's account and all rentals, property taxes and other periodic payments accrued after the Effective Time for the Purchaser's account;
 - (iv) there shall not be any adjustment on account of income taxes; and
 - (v) the Purchaser shall be solely responsible for all costs in preparing and registering and/or distributing any specific conveyances required in connection with the Transaction.

- (b) The Vendor shall carry out an interim accounting and adjustment and prepare and deliver to the Purchaser at least three Business Days prior to the Closing Date a statement setting forth the Vendor's good faith estimate of all adjustments to be made pursuant to this Section 3.5 (the "**Interim Statement of Adjustments**").
- (c) The Vendor shall carry out a final accounting and adjustment and prepare and deliver to the Purchaser a statement setting forth all adjustments to be made pursuant to this Section 3.5 no later than 30 days following the Closing Date (the "**Final Statement of Adjustments**").
- (d) All adjustments shall be settled by the prompt payment by any Party obliged to make payment pursuant to this Agreement. Interest at the Prime Rate plus 2% per annum shall be paid on any adjustment which remains unpaid by one Party to another Party 30 days after receipt of the notice that adjustment is to be paid from such 30th day to the date of payment.

3.6 **GST**

The Purchase Price contemplated under this Agreement does not include GST. The Purchaser shall be liable for and pay to the Vendor the GST payable in connection with the purchase and sale of the Purchased Assets contemplated in this Agreement. If the Purchaser is a GST registrant under the GST Legislation, GST shall not be paid provided that the Purchaser provides the Vendor with its GST number, indemnifies the Vendor with respect to GST, and files a return as required by the GST Legislation. The Purchaser hereby indemnifies and saves harmless the Vendor from any GST, and related penalty, interest and other amounts which may be payable by or assessed against the Vendor under the GST Legislation as a result of or in connection with the subject transaction or the Vendor's failure to collect and remit the GST applicable on the sale of the Purchased Assets to the Purchaser.

3.7 **No Right to Reduction in Purchase Price**

Notwithstanding anything to the contrary in this Agreement, the Purchaser acknowledges and agrees that it shall have no right or other entitlement to any set-off, abatement or reduction in the Purchase Price as a result of, arising from or in connection with any claim against the Debtor or the Vendor, including in respect of any deficiency or allegation of deficiency in respect of the Purchased Assets, including, without limitation, any Environmental Liability or deficiency or title deficiency.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 **Purchaser's Representations and Warranties**

The Purchaser hereby represents and warrants to and in favour of the Vendor that:

- (a) the Purchaser is a society duly constituted and validly subsisting under the laws of the Province of Alberta and the jurisdiction of its incorporation and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) the Purchaser has taken all necessary action to authorize the entering into and performance by it of this Agreement;

- (c) provided that Court Approval is obtained, execution, delivery and performance of this Agreement by the Purchaser does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of the Transaction;
- (d) provided Court Approval is obtained, the consummation of the Transaction will not constitute or result in a material violation, breach or default by it under any provision of any agreement or instrument to which it is a party or by which is it bound or any judgment, law, decree, order or ruling applicable to it;
- (e) it is acquiring the Purchased Assets in its capacity as a principal and is not purchasing the Purchased Assets as agent or representative of any third party;
- (f) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (g) there is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any authorization of, any Governmental Authority pursuant to the *Competition Act* (Canada), as a result of, in connection with, or as a condition to the lawful completion of the Transaction; and
- (h) the Purchaser is not a non-Canadian person within the meaning of the *Investment Canada Act* nor a non-resident for the purposes of the *Income Tax Act*.

4.2 **No Representations and Warranties by the Vendor**

- (a) Neither the Vendor nor any of its Representatives makes any representations or warranties, and in particular, and without limiting the generality of the foregoing, the Vendor disclaims and neither the Vendor nor any of its Representatives shall be liable for any representation or warranty which may have been made or alleged to be made in any instrument or document related hereto, or in any statement or information made or communicated to the Purchaser in any manner including any opinion, information, or advice which may have been provided to the Purchaser by the Vendor or any of its Representatives in connection with the Purchased Assets or in relation to the Transaction. Notwithstanding any other provision of this Agreement, and for greater certainty, neither the Vendor nor any of its Representatives makes any condition, representation or warranty, express or implied, with respect to:
 - (i) any data or information supplied by the Vendor or any of its Representatives in connection with the Purchased Assets;
 - (ii) the value of any of the Purchased Assets or the future cash flow therefrom;
 - (iii) the quality, condition, description, fitness for purpose, suitability, serviceability or merchantability of the Purchased Assets for any purpose whatsoever; or

- (iv) any defects, errors or omissions on or in the Purchased Assets, or any other conditions (whether patent, latent or otherwise), including, without limitation, soil quality, environmental contamination (including Environmental Liabilities) and geological stability, affecting the Purchased Assets.
- (b) The descriptions of the Purchased Assets are for purposes of identification only and no condition, warranty, or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning those descriptions.
- (c) The Purchaser acknowledges and confirms that it is relying on its own investigations concerning the Purchased Assets and it has not relied on advice from the Vendor or any of its Representatives with respect thereto, including with respect to the matters specifically enumerated in Sections 4.2(a) and 4.2(b) in connection with the purchase of the Purchased Assets pursuant to this Agreement. The Purchaser further acknowledges and agrees that it is acquiring the Purchased Assets on an "as is, where is" basis and there are no representations, warranties, or conditions made in respect of the Purchased Assets except as expressly set out herein. The Purchaser acknowledges and agrees that it is: (i) familiar with the condition of the Purchased Assets, (ii) relying on its own inspections and reviews in all respects, and (iii) not relying upon any representations or warranties of the Vendor as to the condition of the Purchased Assets.
- (d) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor and its Representatives in respect of the Purchased Assets or the Transaction or any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means).
- (e) Nothing in this Article 4 derogates from the obligation of the Vendor to deliver the Purchased Assets to the Purchaser on the Closing Date in the condition noted in Section 2.2.

ARTICLE 5 COVENANTS

5.1 Leases, Licences and Third Party Consents

- (a) Both before and after Closing, the Purchaser shall use all commercially reasonable efforts to obtain any and all approvals, licences and permits required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction to be completed or that may be required for the Purchaser to own and operate the Purchased Assets. The Purchaser acknowledges that the Vendor has no obligation to transfer any leases, permits or licences to the Purchaser, and that the Purchaser is solely responsible for obtaining consent to transfer the leases. Without limiting the generality of the foregoing, it is the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to:
 - (i) obtain and pay the cost of any consents, permits, licences assignments, registration fees, attorney and agent fees, filing fees, issue fees or other

authorizations and assignments necessary or desirable for the transfer of such right, title and interest, to the Purchaser or for the operation or use of the Purchased Assets;

- (ii) obtain all Third Party consents that are required to complete the Transaction and own and operate the Purchased Assets; and
- (iii) provide any and all financial assurances that may be required by Governmental Authorities or any Third Parties to permit the transfer to the Purchaser of any of the Purchased Assets.

However, to the extent the Vendor is able to transfer any permits and licences to the Purchaser, the Vendor will use reasonable efforts to transfer such permits and licences to the Purchaser, provided that the Purchaser pays all costs associated with such transfer.

5.2 Court Approval

The Vendor shall prepare all materials, and shall apply to the Court for, and use its commercially reasonable efforts to obtain, the Court Approval as soon as reasonably practicable following the dates set forth herein. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably request to obtain the Court Approval, including such information as may be required to reasonably evaluate the Purchaser's financial ability to perform its obligations hereunder. Any request or application for adjournment or rescheduling of the Court Approval by the Vendor or its Representatives shall be made upon notice to the Purchaser. The Purchaser acknowledges the Court Approval may be delayed for any period of time as a result of Court house closure, restricted hearing access, or other circumstances outside of the control of the Vendor, and any such delays will not constitute or contribute to a Vendor default hereunder. The Vendor acknowledges, however, that time is of the essence of this Agreement and that it shall use commercially reasonable efforts to obtain Court Approval as expeditiously as possible following the dates set forth herein.

5.3 Environmental Matters

The Purchaser acknowledges that, insofar as the Environmental condition of the Purchased Assets is concerned, the Purchaser is acquiring the Purchased Assets pursuant hereto on an "as is, where is" basis. The Purchaser acknowledges that it is familiar and satisfied with the condition of the Purchased Assets, including the past and present use of the Purchased Assets, that the Vendor has provided the Purchaser with a reasonable opportunity to inspect the Purchased Assets at the sole cost, risk and expense of the Purchaser (insofar as the Vendor could reasonably provide such access) and that the Purchaser is not relying upon any representation or warranty of the Vendor as to the Environmental condition of the Purchased Assets, or as to any Environmental Liabilities. Provided that Closing has occurred, the Purchaser shall:

- (a) be solely liable and responsible for any and all Losses which the Vendor and its Representatives may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless the Vendor and its Representatives from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by the Vendor or which the Vendor may sustain, pay or incur,

as a result of any matter or thing arising out of, resulting from, attributable to or connected with any Environmental Liabilities. Once Closing has occurred, the Purchaser shall be solely responsible for all Environmental Liabilities both to Third Parties and as between the Vendor and the Purchaser (whether such Environmental Liabilities occur or accrue prior to, on or after the Closing Date), and hereby releases the Vendor from any Claims the Purchaser may have against the Vendor with respect to all such liabilities and responsibilities. Without restricting the generality of the foregoing, the Purchaser shall be responsible for all Environmental Liabilities (whether such Environmental Liabilities occur or accrue prior to, on or after the Closing Date) in respect of the Purchased Assets. This assumption of liability and indemnity by the Purchaser shall apply without limit and without regard to cause or causes, including the negligence (whether sole, concurrent, gross, active, passive, primary or secondary) or the wilful or wanton misconduct or recklessness of any or all of the Debtor and the Vendor, their respective Representatives, and all of their respective successors and assigns and any other Person otherwise. The Purchaser further acknowledges and agrees that it shall not be entitled to any rights or remedies as against the Vendor or its Representatives, or their respective successors and assigns under the common law or statute pertaining to any Environmental Liabilities, including the right to name any or all of the Vendor, its Representatives, and their respective successors and assigns as a 'third party' to any action commenced by any Person against the Purchaser. The Purchaser's assumption of liability and the indemnity obligation set forth in this Section 5.3 shall survive the Closing Date indefinitely.

5.4 **Licence for Occupancy Prior to Closing**

Concurrently with the execution of this Agreement, the Vendor and Purchaser shall enter into a licence agreement, in substantially the form attached as Schedule C hereto (the "**Licence Agreement**") that will, subsequent to confirmation of the satisfaction or waiver of Purchaser's conditions set forth in Sections 6.2(b), (c) and (d) by the Purchaser, permit the Purchaser to access the Lands prior to Closing on and subject to the terms and conditions of the Licence Agreement.

5.5 **Assignment of Insurance**

Subject to closing of the Transaction, the Vendor shall, at the Time of Closing, assign to the Purchaser the Insurance Proceeds pursuant to the assignment of insurance proceeds, substantially in the form attached as Schedule D (the "**Assignment of Insurance Proceeds**").

ARTICLE 6 CONDITIONS

6.1 **Mutual Conditions**

The respective obligations of the Parties to complete the Transaction are subject to the following conditions being fulfilled or performed as at or prior to the dates stated below:

- (a) Court Approval shall have been granted after waiver or satisfaction of the conditions set forth in Sections 6.2 and 6.3 herein;
- (b) no injunction or other order has been issued to enjoin, restrict or prohibit the Transaction as at or prior to the Time of Closing and the order approving the Transaction shall be a Final Order; and
- (c) on the Closing Date, the Closing is not otherwise prohibited by Applicable Law.

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

6.2 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions having been fulfilled, performed, waived or satisfied by the Purchaser in writing, or satisfied in its sole discretion on or before the dates stated below:

- (a) the Vendor has complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement as at or prior to the Time of Closing;
- (b) secure financing, not to exceed 70% of the Purchase Price with terms satisfactory to the Purchaser before 12:00 noon on March 15, 2021;
- (c) the Purchaser shall have obtained a structural inspection of the property at the Purchaser's expense and to the Purchaser's satisfaction before 12:00 noon on March 15, 2021;
- (d) the Purchaser's board of directors shall approve this Agreement and the transactions contemplated hereby before 12:00 noon on March 15, 2021; and
- (e) the Vendor agrees to have completed, or made arrangements satisfactory to the Purchaser for the completion of, replacement of the boiler on or before 6:00 p.m. on March 12, 2021 or such other time as the Parties may agree in writing, provided, however, that the Vendor shall not be financially responsible for repairs in excess of \$25,000, in addition to and not including funds to be paid by the insurance claim.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have. If any of the said conditions have not been complied with or waived by the Purchaser at or before the Time of Closing, as applicable, the Purchaser may terminate this Agreement by written notice to the Vendor.

6.3 Conditions for the Benefit of the Vendor

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

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects as at the Time of Closing with the same force and effect as if made at and as of such time and the Purchaser shall have delivered to the Vendor a certificate to that effect;
- (b) the Purchaser has complied with and performed in all material respects all of its covenants and obligations contained in this Agreement, and
- (c) no Party comprising the Vendor has lost its ability to convey the Purchased Assets or any of them due to an order of the Court or otherwise pursuant to the Receivership Proceedings.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have. If any of the said conditions have not been complied with or waived by the Vendor at or before the Time of Closing, the Vendor may terminate this Agreement by written notice to the Purchaser.

6.4 Satisfaction of Conditions

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfill and assist in the fulfillment of the conditions set forth in Sections 6.1, 6.2 and 6.3. In addition, each of the Parties agrees not take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or, in the case of the Purchaser, that would render, or may reasonably be expected to render, any representation or warranty made by the Purchaser in this Agreement untrue in any material respect.

ARTICLE 7 CLOSING

7.1 Closing Date and Place of Closing

Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date. The completion of the Transaction shall take place at the Time of Closing at the offices of the Receiver's solicitors, or at such other time or such other location as the Parties may agree in writing.

7.2 Deliveries on Closing by the Vendor

The Vendor shall deliver to the Purchaser's Solicitors, for registration at the Land Titles Office, the following documents (the "**Closing Documents**") fully executed by the Vendor, where applicable, or such other parties as may be specified (other than the Purchaser), in each case, on such reasonable trust conditions and undertakings that are consistent with the provisions of this Agreement (and, if applicable, allow for the use of title insurance to close this transaction) and as would customarily be imposed in a similar receivership transaction in the City of Calgary, Alberta, subject to Section 7.3:

- (a) a certified copy of the Court Approval;
- (b) the Interim Statement of Adjustments (which for clarity, shall be delivered prior to Closing as specified in Section 3.5(b));
- (c) all keys, codes, combinations and other access devices to the Purchased Assets in the Vendor's possession and control;
- (d) the Assignment of Insurance Proceeds; and
- (e) such other documents as are required by this Agreement.

7.3 Deliveries on Closing by the Purchaser

The Purchaser shall deliver to the Vendor's Solicitor by the Time of Closing on the Closing Date the following instruments and documents, fully executed by the Purchaser, where applicable, or such other Parties as may be specified:

- (a) the Purchase Price payable in cash by wire transfer to the Vendor in accordance with Section 3.3; and
- (b) such other documents as are required by this Agreement.

7.4 Risk and Insurance

The risk of loss of the Purchased Assets shall remain with the Vendor until Closing. Any property, liability and other insurance maintained by the Vendor shall not be transferred as of the Time of Closing, but shall remain the responsibility of the Vendor until the Time of Closing. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Purchased Assets in respect of the period from and after the Time of Closing.

ARTICLE 8 INDEMNITY

8.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor for; and
- (b) as a separate covenant, indemnify the Vendor and its Representatives from and against,

all Losses suffered, sustained, paid or incurred by any of them to the extent arising or accruing on or after the Time of Closing and which relate to the Purchased Assets, including all Losses attributable to the ownership, operation, use, construction or maintenance of the Purchased Assets arising or accruing on or after the Time of Closing and in respect of the indemnities specified in Section 5.3. The Purchaser's indemnity obligation set forth in this Section 8.1 shall survive the Closing Date indefinitely.

8.2 Third Party Claims

- (a) If the Vendor receives notice of the commencement or assertion of any Third Party Claim for which the Purchaser is liable pursuant to this Agreement, the Vendor shall give the Purchaser reasonably prompt notice thereof, but in any event no later than 14 days after receipt of such notice of such Third Party Claim. Such notice to the Purchaser shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Loss that has been or may be sustained by the Vendor, and a reference to the provisions of this Agreement upon which such claim is based.
- (b) The Purchaser may participate in the defence of any Third Party Claim by giving notice to that effect to the Vendor not later than 14 days after receiving notice of that Third Party Claim (the "Notice Period") so long as: (i) the Purchaser first acknowledges to the Vendor, in writing, liability to the Vendor under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchaser's obligation to indemnify the Vendor pursuant to this Agreement, subject to the Purchaser's right to contest in good faith the Third Party Claim; (ii) the Purchaser has the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and has provided the Vendor with evidence thereof; (iii) the Third Party Claim

involves monetary damages; and (iv) the Purchaser participates in the defence of the Third Party Claim actively and diligently. The Purchaser's right to do so shall be subject to the rights of any insurer or other third party who has potential liability in respect of that Third Party Claim. The Purchaser shall pay all of its own expenses of participating in or assuming such defence. The Vendor shall cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.

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

8.3 Failure to Give Timely Notice

A failure to give timely notice as provided in this ARTICLE 8 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise materially prejudiced as a result of such failure.

8.4 No Merger

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

ARTICLE 9 TERMINATION

9.1 Grounds for Termination

This Agreement may be terminated at any time prior to Closing by either the Vendor or the Purchaser (as applicable) if the conditions for the benefit of the Vendor or Purchaser (as applicable), or both, pursuant to the provisions of ARTICLE 6 are not satisfied or waived by or on the date specified for satisfaction or waiver.

9.2 Effect of Termination

Notwithstanding any termination of this Agreement by the Vendor or the Purchaser as permitted under Section 9.1, the provisions of Sections 10.1, 10.3, 10.4, 10.10 and 10.13 shall remain in full force and effect following any such permitted termination, and the Deposit shall be governed by Section 3.2.

ARTICLE 10 MISCELLANEOUS

10.1 Public Announcements

If, at any time prior to the discharge of the Vendor as receiver and manager of the Debtor, the Purchaser intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the Purchaser shall provide the Vendor with an advance copy of any such press release or public disclosure with sufficient time to enable the Vendor to review such press release or other public disclosure and provide any comments. The Purchaser shall not issue such press release or other public disclosure without the prior written consent of the Vendor. Nothing in this provision shall apply to the Vendor's efforts to seek and obtain Court Approval.

10.2 Obligations to Survive

The obligations, covenants, representations and warranties (if any) of the Parties set out in this Agreement shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties thereafter.

10.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). Each Party irrevocably submits to the exclusive jurisdiction of the Court with respect to any matter arising hereunder or relating hereto.

10.4 Damages

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential or indirect damages (including for greater certainty, any loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

10.5 Further Assurances

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

10.6 No Assignment by Purchaser

The Purchaser shall not, without the Vendor's prior written consent, assign any right or interest in this Agreement, which consent may not be unreasonably withheld.

10.7 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend

only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

10.8 **Amendment**

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

10.9 **Time of the Essence**

Time is of the essence in this Agreement.

10.10 **Costs and Expenses**

Each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction. No Party shall be responsible for the costs and expenses of the other Party.

10.11 **Notices**

Any notice, demand or other communication required or permitted to be given to any Party shall be given in writing and addressed as follows:

- (a) in the case of the Vendor or the Receiver:

Deloitte Restructuring Inc.
700, 850-2nd Street SW
Calgary, AB, T2P 0R8
Attention: Ryan Adlington
Email: radlington@deloitte.ca

and with a copy to the Receiver's solicitors:

Dentons Canada LLP
15 Floor Bankers Court
850 – 2nd Street SW
Calgary, AB, Canada T2P 0R8
Attention: Derek Pontin
Email: derek.pontin@dentons.com

- (b) In the case of the Purchaser:

Closer to Home Community Services Society
200, 1725 – 10th Ave SW
Calgary, AB T3C 0K1
Attention: Karen Olivier
Fax: (403) 246-6406
Email: kolivier@clostertohome.com

Any such notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery and if sent by facsimile or other electronic communication with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was received.

10.12 Enurement

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

10.13 Third Party Beneficiaries

Each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the Parties and their successors and permitted assigns, and no person, other than the Parties and their successors and permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum.

10.14 Severability

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

10.15 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement.

10.16 Counterparts

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

(Signature Page Follows)

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

**DELOITTE RESTRUCTURING INC., in its capacity as
the Court-appointed receiver and manager of
UWAMS SUPPORTIVE LIVING LTD., and not in its
personal or corporate capacity**

Per: 

Name: Ryan Adlington

Title: Senior Vice President

**CLOSER TO HOME COMMUNITY SERVICES
SOCIETY**

Per: 

Name: KAREN OLIVIER

Title: CEO.

I have authority to bind the corporation.

**SCHEDULE A
PERMITTED ENCUMBRANCES**

1. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown, including, without limitation, the reservation of any mines and minerals in the Crown or in any other person and any implied conditions set out in s.61 of the *Land Titles Act* (Alberta) as amended, replaced or restated from time to time;
2. All rights reserved to or vested in any Governmental Authority pursuant to Applicable Law to control or regulate the Lands in any manner;
3. Rights of expropriation, access or use or any similar right conferred or reserved by or in any statute of Alberta or Canada;
4. Applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, servicing agreements, cost sharing reciprocal agreements and building and zoning restrictions and other similar agreements;
5. Any easements, servitudes, rights-of-way, licences, agreements, restrictions that run with the land (including easements, rights-of-way and agreements for railways, sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables) that are not financial encumbrances;
6. Any Encumbrances permitted by an order of the Court and acceptable to the Purchaser;
7. The following specific instruments registered against the title(s) to the Lands:

<u>Instrument Number</u>	<u>Particulars</u>
--------------------------	--------------------

Nil.

**SCHEDULE B
FORM OF COURT ORDER**

See attached.

**SCHEDULE C
FORM OF LICENCE AGREEMENT**

See attached.

**SCHEDULE D
FORM OF ASSIGNMENT OF INSURANCE PROCEEDS**

ASSIGNMENT OF INSURANCE PROCEEDS

TO: Closer to Home Community Services Society (the "**Purchaser**")

RE: Insurer: Aviva Insurance Company of Canada, Everest Insurance Company of Canada, Certain Lloyd's Underwriters under contract B113520B012314
Claim #: 21-025883 GB (the "**Claim**")
Policy No.: CS585455 (the "**Insurance Policy**")
Date of Incident: February 17, 2021

DATE: _____, 2021

In consideration of the closing of the transaction of purchase and sale under the asset purchase agreement, dated _____, 2021, between DELOITTE RESTRUCTURING INC., in its capacity as the Court-appointed receiver and manager of UWAMS SUPPORTIVE LIVING LTD. and not in its personal or corporate capacity (the "**Vendor**") and the Purchaser, and the payment of the sum of one dollar (\$1.00) by the Purchaser to the Vendor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Vendor, the Vendor hereby unconditionally and irrevocably assigns, transfers, sets over to and grants in favour of the Purchaser all of the right, title, estate and interest of the Vendor as its interest may appear in, to, under and in respect of all revenues, proceeds and other monies now due and payable or hereafter to become due and payable to the Vendor pursuant to the Claim under the Insurance Policy, to hold and receive the same unto the Purchaser with full power and authority to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same.

This Assignment shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in the Province of Alberta.

This Assignment may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. This Assignment may be delivered by facsimile transmission or by emailed PDF and the parties adopt any signature received by a receiving fax machine or by emailed PDF as original signatures of the parties.

[remainder of page intentionally blank; signature page follows]

Appendix "K"

LICENSE AGREEMENT

Between

DELOITTE RESTRUCTURING INC., in its capacity as the Court-appointed receiver and manager
of **UWAMS SUPPORTIVE LIVING LTD.** and not in its personal or corporate capacity

and

CLOSER TO HOME COMMUNITY SERVICES SOCIETY

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APPENDICES

APPENDIX "I" License Area
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LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 11 day of March, 2021.

BETWEEN:

DELOITTE RESTRUCTURING INC., in its capacity as the Court-appointed receiver and manager of **UWAMS SUPPORTIVE LIVING LTD.** (the "**Debtor**"), and not in its personal or corporate capacity (the "**Licensor**" or "**Receiver**")

- and -

CLOSER TO HOME COMMUNITY SERVICES SOCIETY
(the "**Licensee**")

WHEREAS:

- A. The Receiver and the Licensee have entered into the Asset Purchase Agreement, pursuant to which the Receiver has agreed to sell, and the Licensee has agreed to purchase, all of the right, title and interest of the Debtor in and to the Purchased Assets;
- B. Pursuant to the terms of the Asset Purchase Agreement, the Licensor agreed to grant to the Licensee a license with respect to the License Area for the purposes of carrying out the Licensed Activities prior to the closing date of the Asset Purchase Agreement in accordance with the terms and conditions hereunder and subject to the provisos herein contained;

NOW THIS LICENSE WITNESSES that in consideration of the covenants and agreements hereinafter reserved and contained on the part of the Licensee to be observed and performed, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties), the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.01 Defined Terms

Capitalized terms for all purposes of this License Agreement shall have the meanings hereinafter specified in Appendix "III" hereto.

1.02 Construction

All the provisions of this License Agreement shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate provision hereof.

1.03 Interpretation

The words "herein", "hereby", "hereunder" and words of similar import refer to this License Agreement as a whole and not to any particular article, section or subsection hereof. The word "includes" means "includes without limitation".

1.04 **Table of Contents**

The table of contents preceding this License Agreement but under the same cover is for the purposes of convenience and reference only and is not to be deemed or construed in any way as part of this License Agreement nor supplemental thereto or amendatory thereof.

1.05 **Headings**

The captions and headings throughout this License Agreement are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this License Agreement nor in any way affect this License Agreement.

1.06 **Appendices**

All appendices attached to this License Agreement are incorporated into this License Agreement by this reference and made a part of this License Agreement as if fully set forth herein. The following constitute the schedules to this License Agreement:

APPENDIX "I"	License Area
APPENDIX "II"	Licensed Activities
APPENDIX "III"	Defined Terms

ARTICLE 2 GRANT OF LICENSE

2.01 **Grant**

In consideration of the covenants and conditions herein contained on the part of the Licensee to be performed, observed and complied with, subject to the reservations, covenants and conditions herein contained including, but not limited to, Article 4 hereunder, the Licensor grants to the Licensee, a license over the License Area for the duration of the Term to carry on the Licensed Activities within the License Area (the "**License**") provided that the Licensed Activities are completed in accordance with Applicable Laws and the terms and conditions of this License Agreement. For greater certainty no legal title or leasehold interest in the License Area is or will be deemed or construed to have been granted to any Licensee by virtue of this License Agreement. Neither this License Agreement nor any notice of it may be registered against title to the License Area or any portion thereof.

2.02 **License Term**

The term of this License shall be for a period of time (the "**Term**") commencing on the Commencement Date and ending on the earliest of (a) the Closing Date under the Asset Purchase Agreement, (b) the termination of the Asset Purchase Agreement, and (c) the effective date of a Termination Notice pursuant to Section 11.01, subject to extension by further mutual agreement of the Parties made in writing. On the Commencement Date, the Licensor will arrange to provide the Licensee or the Licensee Representative with all keys, passcodes and other items as are necessary to use and occupy the License Area.

2.03 Expiry or Termination of License and Surrender of License Area

- (a) In the event the closing of the transaction of purchase and sale under the Asset Purchase Agreement does not occur, then upon the expiry or earlier termination of this License, the Licensee shall within a reasonable time following the end of the Term:
- (i) remove all of the Licensee's personal property and fixtures located on, upon, within and under the License Area;
 - (ii) at the option of the Licensor, restore the License Area to the condition it was in as at the Commencement Date, and
 - (iii) at the option of the Licensor, repair any damage to the License Area or portion thereof, as applicable, occasioned by such removal and restoration,
- to the satisfaction of the Licensor, and as may be required by Applicable Laws (collectively, referred to herein as the "**Surrender Work**"), and the Licensor shall allow the Licensee access to the License Area to carry out the Surrender Work.
- (b) Upon completion of the Surrender Work, the Licensee shall deliver to the Licensor written notice of the completion of the Surrender Work ("**Notice of Completion**"), and the Licensor may inspect the License Area to determine whether the License Area has been restored in compliance with this Section 2.03(b) and, the Licensor may within five (5) Business Days of the receipt of such Notice of Completion provide written notice to the Licensee of any material deficiencies in the Surrender Work and a reasonable deadline for the rectification of such deficiencies (the "**Deficiencies Notice**").
- (c) Following the delivery of written notice by the Licensor to the Licensee pursuant to Section 2.03(b), if any, the Licensee shall rectify any such deficiencies identified therein as expeditiously as is reasonably possible and, in any event, by the deadline for rectification of the deficiencies as set forth in such written notice and upon the rectification of any such deficiencies, the Licensee shall execute and deliver a Notice of Completion pursuant to Section 2.03(b) and the process set forth in Section 2.03(b) and this Section 2.03(c) shall apply *mutatis mutandis*. The Licensor shall allow the Licensee access to the Licensed Area to carry out such additional work.
- (d) Upon completion of the Surrender Work to the satisfaction of the Licensor, the Licensee shall then peaceably surrender and yield up the License Area. In the event the Licensee fails to complete the Surrender Work as required pursuant to the terms hereof, the Licensor shall be entitled to apply such portion of the Security Deposit as is necessary to pay the costs, fees and expenses (including without limitation all professional and receiver fees and legal fees on a solicitor client basis) incurred by the Licensor in respect of the Licensee's failure to complete the Surrender Work.
- (e) Notwithstanding anything stated herein, any and all personal property and fixtures of the Licensee remaining on the License Area following the completion of the Surrender Work or failure of the Licensee to complete the Surrender Work within the time frame agreed by the Parties will become the Licensor's property and may be appropriated, sold, removed,

destroyed or otherwise disposed of by the Licensor without notice or obligation to compensate the Licensee or to account to the Licensee, and the Licensee shall pay to the Licensor on demand, all costs and expenses incurred by the Licensor in connection therewith. The Licensor and the Licensee hereby agree to execute such further assurances as may reasonably be required to give effect to the foregoing.

- (f) The Parties will execute such further assurances as may reasonably be required to give effect to the foregoing. The Licensee shall not be entitled to any compensation from the Licensor for surrendering and yielding up the License or any Improvements or the personal property as aforesaid.
- (g) The obligations of the Licensee set forth in this Section 2.03 shall survive any termination or expiration of this License Agreement; and furthermore, to the extent any other obligations of the Licensee have accrued pursuant to this License Agreement prior to any termination or expiration of this License Agreement, such obligations of the Licensee shall survive such termination or expiration of this License Agreement.

ARTICLE 3 PAYMENTS & SECURITY DEPOSIT

3.01 License Fee and Costs

The Licensee shall pay to the Licensor the Base License Fee prior to accessing the License Area pursuant to the License granted hereunder and not later than the Commencement Date.

3.02 Payments Generally

All payments by the Licensee to the Licensor of whatsoever nature required or contemplated by this License Agreement shall be:

- (a) paid to the Licensor by the Licensee in lawful currency of Canada;
- (b) made when due hereunder, without prior demand therefor and without any set-off, abatement or deduction whatsoever, unless otherwise herein expressly provided to the contrary, at the office of the Licensor or such other place in The City of Calgary as the Licensor may designate from time to time to the Licensee;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Licensor may see fit; and
- (d) deemed to be License Fees for the purposes of enforcing the obligations of the Licensee under this License Agreement, in partial consideration for which this License Agreement has been entered into, and shall be payable and recoverable as License Fees, such that the Licensor shall have all rights and remedies against the Licensee for default in making any such payment which may not be expressly designated as License Fees as the Licensor has for default in payment of License Fees.

3.03 Interest on Amounts in Arrears

When any payment from the Licensee to the Licensor shall be in arrears, such amounts shall bear interest, including interest on overdue interest, at the Prime Rate plus 5% per annum calculated monthly not in advance from the date due until paid, irrespective of whether or not the Licensor demanded payment. The Licensor shall have all of the remedies for the collection of such interest, if unpaid after demand, but this stipulation for interest shall not prejudice or affect any other remedy of the Licensor under this License Agreement.

3.04 Payment of Services, Taxes and Fees

The Licensee covenants with the Licensor to pay for or cause to be paid when due:

- (a) any and all charges for gas, electricity, light, heat, power, telephone, water and other utilities and services used in or supplied to the License Area during the Term for the benefit of the Licensee or a Licensee Representative;
- (b) any and all taxes, permits fees or license fees in respect of the use or occupancy of the License Area by the Licensee or a Licensee Representative charged or assessed by a Government Authority other than such taxes as corporate income, profits or excess profit taxes assessed upon the income of the Licensor; and
- (c) the Licensee will indemnify and keep indemnified the Licensor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever occasioned by or arising from any and all such charges, and any such damages, losses, costs, charges and expenses which relate to such charges suffered by the Licensor may be collected by the Licensor as Additional Fees and otherwise as reserved to the Licensor in respect of License Fees in arrears.

3.05 Security Deposit

Concurrently with the execution of this License Agreement, the Licensee shall pay to the Licensor a security deposit in the sum of \$100,000.00 (exclusive of GST) (the "**Security Deposit**"). The Security Deposit shall stand as security for the payment by the Licensee of any and all present and future debts and liabilities of the Licensee to the Licensor under this License Agreement and for the performance by the Licensee of all of its obligations arising under this License Agreement (the "**Debts, Liabilities and Obligations**"). The Licensor shall not be required to keep the Security Deposit separate from its general funds. In the event of the Licensor disposing of its interest in this Agreement, the Licensor shall credit the Security Deposit to its successor and secure written confirmation from its successor that it shall be bound by the terms of this Agreement, and thereupon shall have no liability to the Licensee to repay the Security Deposit. Subject to the foregoing, the Licensor shall repay the Security Deposit to the Licensee without interest at the end of the Term or sooner termination of this Agreement provided that all Debts, Liabilities and Obligations of the Licensee to the Licensor are paid and performed in full, failing which the Licensor may elect to retain such portion of the Security Deposit as is necessary to satisfy the Debts, Liabilities and Obligations and the Licensee shall remain fully liable to the Licensor for payment and performance of the remaining Debts, Liabilities and Obligations that exceed the amount of the Security Deposit. For the

avoidance of doubt, the Licensor shall be entitled to make a claim against the Licensee for any Debts, Liabilities and Obligations in excess of the amount of the Security Deposit.

3.06 **Survival**

The obligations of the Licensor and the Licensee under this Article 3 shall survive the expiration of the Term or earlier termination of this License Agreement.

ARTICLE 4 USE OF LICENSE AREA

4.01 **Use of License Area**

The Licensee covenants and agrees to use the License Area only for the Licensed Activities, in accordance with this License Agreement and Applicable Laws.

4.02 **Compliance with Applicable Laws**

The Licensee shall at all times comply with Applicable Laws with respect to any Licensed Activities.

4.03 **Obligations of the Licensee**

(a) The Licensee shall:

- (i) prior to the commencement of any Licensed Activities, apply to The City of Calgary and obtain all Authorizations and agreements required by The City of Calgary, if any, for such Licensed Activities which applications shall comply with Applicable Laws and this License Agreement;
- (ii) provide to the Licensor a copy of all applications and materials in support of such applications made in Section 4.03(a)(i), including, but not limited to, any drawings or specifications, any Authorizations issued by The City of Calgary, and any agreements entered into with or made in favour of The City of Calgary;
- (iii) complete all work within the License Area in a good and workmanlike manner and in accordance with the Applicable Laws and any Authorizations related thereto;
- (iv) ensure that access to the License Area is secure and safe for any persons who may require access to the License Area pursuant to this License Agreement and ensure that access to the License Area is prohibited from the general public;
- (v) be responsible for the safety and security of the License Area, and shall implement such safety and security measures and retain all such employees and contractors as are reasonably required to ensure that such safety measures and security are implemented and enforced with respect to the License Area; and
- (vi) not enter into any contracts or agreements as agent for or on behalf of the Licensor nor create any contractual relationship between the Licensor and a contractor,

consultant, supplier of the Licensee or the Licensee's respective agents, employees, or other Persons performing any portion of the Licensed Activities.

4.04 **Prime Contractor Status**

The Licensor and the Licensee acknowledge and agree that the Licensee, or its nominee, is identified as the prime contractor within the meaning of the *Occupational Health and Safety Act (Alberta)* in respect of the performance and completion of the Licensed Activities hereunder, and that the Licensee, or its nominee, shall comply with the provisions of the *Occupational Health and Safety Act (Alberta)* and shall ensure that the Licensee's subcontractors comply with the provisions of the *Occupational Health and Safety Act (Alberta)* during the performance of the Licensed Activities hereunder.

4.05 **Special Rights of the Licensor**

- (a) If the Licensor wishes to enter, or to permit The City of Calgary, other Government Authority, utility provider or other Persons having legal rights to do so, to enter upon the License Area or any portion thereof, the Licensee shall accommodate such access to the License Area provided that the Licensor shall notify the Licensee, no later than two (2) days prior to the proposed date of access, in writing specifying the reason for entry or the nature and extent of such easement or right of way. Notwithstanding the foregoing, the Licensor shall not be required to provide such notice in the case of a real or apparent emergency whereby the Licensor shall require access to the License Area.
- (b) The exercise of the Licensor's rights of access for the purposes set forth in this Section 4.05 shall be conditional upon the Licensor's compliance with Applicable Laws and Authorizations, as applicable.

ARTICLE 5 INSPECTION BY THE LICENSOR

5.01 **Inspection by the Licensor**

It shall be lawful for a representative of the Licensor at all reasonable times during the Term and upon two (2) Business Days' notice to the Licensee to enter the License Area to examine the condition thereof and the compliance by the Licensee of its obligations under this License Agreement provided that, neither the Licensor nor its representative shall unreasonably disrupt the Licensee's use or enjoyment of the License Area as permitted by this License Agreement.

ARTICLE 6 LICENSEE CONDUCT ON LICENSE AREA

6.01 **Observance of Applicable Laws**

The Licensee covenants with the Licensor that, notwithstanding any other provision of this License Agreement to the contrary, throughout the Term the Licensee will

- (a) comply with all Applicable Laws, this License Agreement, any requirements or rules imposed by a Government Authority with respect to this License Agreement and the License Area or any part thereof;

- (b) exercise and carry out its Licensed Activities and obligations hereunder, in a good and workmanlike manner, and in accordance with Applicable Laws and this License Agreement; and
- (c) retain only reputable, licensed and professional consultants or contractors to carry out the Licensed Activities.

6.02 **Conduct**

During the Term the Licensee shall cooperate with the Licensor in order to address any traffic concerns or issues that arise as a result of the use and operation of the License Area or any portion thereof.

6.03 **Conduct of Licensee and Licensee Representative(s) on License Area**

- (a) The Licensee covenants and agrees with the Licensor that it will not carry on nor do, nor allow to be carried on or done within or upon the License Area any work, business or occupation which may be a nuisance or which may be improper or contrary to any Applicable Law. The Licensee shall not commit or suffer waste or injury to the License Area or any part thereof.
- (b) The Licensee shall not use or occupy or permit to be used or occupied the License Area or any part thereof for any illegal or unlawful purpose, for any purpose not in accordance with Applicable Laws, this License Agreement or any Authorization issued by The City of Calgary or in any manner which, will result in the cancellation of any insurance or the refusal of any insurers generally to issue any insurance as required.
- (c) The Licensee shall, throughout the Term and in exercising and carrying out the Licensed Activities and its rights and obligations pursuant to this License Agreement, observe, comply and implement, and cause all Licensee Representatives to observe, comply and implement safe and professional construction procedures.
- (d) The Licensee hereby acknowledges that the Licensor shall not be obliged to make repairs or alterations in or to the License Area thereon, other than those repairs agreed to be carried out by or on behalf of the Licensor/Vendor pursuant to the Asset Purchase Agreement. The Licensee otherwise hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the License Area, if any, during the Term.

6.04 **Survival**

The obligations of the Licensor and the Licensee under this Article 6 shall survive the expiration of the Term.

ARTICLE 7 INSURANCE

7.01 Insurance

The Licensee shall, prior to any use, access or occupancy of the License Area by the Licensee or a Licensee Representative under this License Agreement and for the duration of the Term, obtain and maintain insurance coverage in favour of the Licensor with a minimum policy value of \$5,000,000 with respect to the License Area, on the terms and conditions required by the Licensor, acting reasonably.

ARTICLE 8 LIENS

The Licensee shall, throughout the Term at its own cost and expense, cause any and all builders' liens and other liens for labour, services or materials alleged to have been furnished with respect to the License Area as a result of the Licensed Activities during the Term, which may be registered against or otherwise affect the License Area, to be paid, satisfied, released (including, without limitation, the release of all such liens from the interest of the Licensor in the License Area), or vacated within ten (10) days after the Licensor shall send to the Licensee written notice of any claim for any such lien; provided however, that in the event of a *bona fide* dispute by the Licensee of the validity or correctness of any claim for any such lien, the Licensee shall not be bound by the foregoing, but shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into court, within ten (10) days of the registration of such lien, the amount claimed or sufficient security therefor and such costs as the court may direct, or the Licensee may provide, as security in respect of such claim, an irrevocable letter of credit, lodged with the Licensor, for 120% of the full amount of any claim for any such lien, the amount of which letter of credit shall be increased every six months to include interest on the claimed amount at the Prime Rate, calculated semi-annually not in advance from the date any such claim is registered against or otherwise affects the License Area, continuing so long as the aforesaid proceedings shall continue and which letter of credit shall be on terms sufficient to protect the Licensor's interest in the License Area and in a form reasonably satisfactory to the Licensor and shall be issued by one of the chartered banks of Canada and, upon being entitled to do so, the Licensee shall register all such documents as may be necessary to cancel such lien from the License Area thereon, including the Licensor's interest therein. The Parties acknowledge that Court and Land Titles Office delays may result in the steps contemplated by this Article 8 taking longer than set out herein. The Parties will have complied with the requirements of this Article 8 if the actions contemplated to vacate or release a lien are commenced and reasonably prosecuted within the timelines set out herein

8.01 Licensor Not Liable for Builders' Liens

It is agreed that the Licensor shall not be responsible for claims of builders' liens filed by Persons claiming through the Licensee as a result of the Licensed Activities during the Term or Persons for whom the Licensee is in law responsible. The Licensee acknowledges and agrees that the material and supplies delivered to the License Area as a result of the Licensed Activities during the Term will be made at the Licensee's request solely for the benefit of the Licensee and those for whom it is in law responsible.

**ARTICLE 9
INDEMNITY AND ENVIRONMENTAL LIABILITY**

9.01 Indemnity

- (a) The Licensee shall be liable to the Licensor and the Licensor Indemnified Parties, and shall and does hereby indemnify, defend and save harmless the Licensor and the Licensor Indemnified Parties from and against, any and all losses, claims, expenses, damages, liabilities and actions whatsoever (including, without limitation, legal costs on a solicitor and client basis) charges, expenses, Claims and demands of any nature whatsoever relating to and arising out of any breach, violation or non-performance of any covenant, condition or agreement in this License Agreement set forth and contained on the part of the Licensee to be fulfilled, kept, observed and performed.
- (b) The Licensee shall indemnify, defend and save harmless the Licensor and the Licensor's Representatives from and against any and all Claims of any nature whatsoever relating to and arising out of:
 - (i) any injury to Person or Persons, including death resulting at any time therefrom, occurring in or about the License Area during the Term; and
 - (ii) any damage to or loss of property occasioned by the use and occupation of the License Area during the Term,

but this indemnity shall exclude any Claims arising out of the actions or omissions of the Licensor or any Licensor Representative, or any third party attending the License Area as a result of the actions or omissions of the Licensor or any Licensor Representative

9.02 Third Party Claims

- (a) In the case of any Claim made by any third party against the Licensor (a "**Third Party Claim**") with respect to which the Licensor seeks to make a Claim against the Licensee as a result of the breach by the Licensee of any covenant made by the Licensee pursuant to this License Agreement, or pursuant to any indemnity made by the Licensee in this License Agreement, the Licensor shall give written notice to the Licensee of any such Third Party Claim forthwith after receiving notice thereof. If the Licensor fails to give such written notice to the Licensee, such failure shall not preclude the Licensor from making such Claim against the Licensee, but its right to indemnification may be reduced to the extent that such delay prejudiced the defence of the Third Party Claim or increased the amount of liability or the cost of the defence.
- (b) The Licensee shall have the right, by written notice to the Licensor given not later than 30 days after receipt of the notice referred to in Section 9.02(a) hereof, to assume the control of the defence, compromise or settlement of the Third Party Claim, so long as there is no conflict between the position of the Licensee and the Licensor.
- (c) Upon the assumption of control of any Third Party Claim by the Licensee as contemplated by Section 9.02(b) hereof, the Licensee shall diligently proceed with the defence, compromise or settlement of the Third Party Claim at its sole expense including, if

necessary, employment of counsel reasonably satisfactory to the Licensor and, in connection therewith, the Licensor shall cooperate fully (but at the expense of the Licensee) to make available to the Licensee all pertinent information and witnesses under the Licensor's control, make such assignment and take such other steps as in the opinion of counsel for the Licensee, acting reasonably, are reasonably necessary to enable the Licensee to conduct such defence. The Licensor shall have the right to participate in the negotiation, settlement or defence of any Third Party Claim at its own expense and no Third Party Claim shall be settled, compromised or otherwise disposed of without the prior written consent of the Licensor, such consent not to be unreasonably withheld or delayed. If the Licensee elects to assume control of the Third Party Claim as contemplated by Section 9.02(b) hereof, the Licensor shall not pay, or permit to be paid, or agree to pay or settle any part of the Third Party Claim unless the Licensor consents in writing to such payment, such consent not to be unreasonably withheld or delayed, or unless the Licensee withdraws from the defence of such Third Party Claim or unless a final judgment from which no appeal may be taken by or on behalf of the Licensee is entered against the Licensor in respect of such Third Party Claim.

- (d) Without limitation to Section 9.01, if the Licensee fails to give written notice to the Licensor as contemplated by Section 9.02(b) hereof or fails to defend or, if after commencing or undertaking such defence, fails to prosecute or withdraws from such defence, the Licensor shall have the right to undertake the defence or settlement thereof. If the Licensor assumes the defence of any Third Party Claim and proposes to settle it prior to a final judgment thereon or to forego any appeal with respect thereto, then the Licensor shall give the Licensee prompt written notice thereof, and the Licensee shall have the right to participate in the settlement or assume or reassume the defence of such Third Party Claim.

9.03 Environmental Covenants

Without limitation to Section 9.01, the Licensee agrees that throughout the Term, with respect to the License Area:

- (a) the Licensee will comply with, and will cause all other Licensee Representatives to comply with, all Environmental Laws including but not limited to those relating to the exercise of the Licensee's rights hereunder, the Licensed Activities, the use of or act on the License Area, equipment, testing and maintenance, operation of the License Area, and making repairs, replacements, alterations, additional changes, substitutions or improvements of or to the License Area or any part thereof;
- (b) the Licensee will store and will cause all other Licensee Representatives to store, any Hazardous Substance brought onto or created on the License Area by any Licensee Representatives in accordance with all Environmental Laws;
- (c) if any Hazardous Substance is brought onto or created upon the License Area at any time during the Term by any Licensee Representatives then as between the Licensor and the Licensee, such Hazardous Substance shall be the sole and exclusive property of the Licensee, and not of the Licensor, notwithstanding the degree of affixation of the Hazardous Substance or the thing containing the Hazardous Substance to the License Area and notwithstanding the expiry or sooner termination of this License Agreement;

- (d) the Licensee will take all necessary precautions so as to ensure that the License Area does not become and is not likely to become Contaminated by any Hazardous Substances brought onto or created on the License Area by any Licensee Representatives;
- (e) the Licensee will permit the Licensor at all reasonable times, to enter the License Area and to carry out thereon and therein such inspections and Environmental Site Assessments, as the Licensor considers appropriate, and to carry out any Remedial Action required by Environmental Laws but carried out so as to cause as little interference with the License Area and the operations and activities thereon as is reasonably possible;
- (f) if the presence of any Hazardous Substance or any other substance results in any Licensee Contamination:
 - (i) the Licensee shall be responsible to report any release of such Hazardous Substance of which the Licensee has actual knowledge, relating to such Contamination to the Licensor and to the applicable Government Authority, to the extent required by Environmental Laws; and
 - (ii) the Licensee shall promptly take all actions as are necessary to return the License Area to the condition in which the same existed prior to the introduction of the subject Hazardous Substance or other substance onto or in the License Area, all in accordance with any reasonable directions given by the Licensor and in accordance with any directions, recommendations or equivalent of a Government Authority pursuant to Environmental Laws;
- (g) the Licensee will promptly advise the Licensor forthwith of any Hazardous Discharge into or upon any part of the License Area or migration of any Hazardous Discharge from the License Area into or upon any other part of the License Area or into or upon any property adjacent to the License Area, of which it has actual knowledge and will promptly provide the Licensor with all information, notices, reports and other documents the Licensee from time to time possesses or controls regarding such Hazardous Discharge and any Remedial Action being undertaken by the Licensee or anyone else with respect to such Hazardous Discharge or that may be reasonably be required by the Licensor of the Licensee; and
- (h) in the event the closing of the transaction of purchase and sale under the Asset Purchase Agreement does not occur, then on or before the expiration or sooner termination of this License Agreement: (i) the Licensee shall remove all Hazardous Discharges and all Hazardous Substances which have been brought onto or created upon the License Area during the Term by any Licensee Representatives; and (ii) the Licensee shall carry out any Remedial Action with respect to any Licensee Contamination arising during the Term to the extent necessary to ensure compliance with Environmental Laws.

9.04 Environmental Liability of Licensee

- (a) The Licensee shall be: (i) liable for any Hazardous Substances upon the License Area during the Term and any Contamination of the License Area during the Term, provided that such Hazardous Substances are brought onto the License Area by the Licensee or a Licensee Representative and provided that such Contamination is not the result of the

willful misconduct or gross negligence of the Licensor or any Licensor Representative, or any third party attending the License Area as a result of the actions or omissions of the Licensor or any Licensor Representative (collectively, the “**Licensee Contamination**”); and (ii) liable for any breach by the Licensee of Environmental Laws with respect to the License Area during the Term, except to the extent attributable to the acts or omissions of the Licensor and its employees, servants, agents, contractors and those for whom it is at law responsible during the Term or to the extent included in the Licensor’s Environmental Liabilities (collectively, the “**Licensee’s Environmental Liabilities**”).

- (b) The Licensee shall indemnify and save harmless the Licensor Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and his own client basis), charges, expenses, claims and demands of any nature whatsoever incurred or suffered by any of the Licensor Indemnified Parties with respect to the Licensee’s Environmental Liabilities. The indemnity set forth in this Section 9.04(b) shall survive any termination or expiration of this License Agreement.
- (c) The Licensee shall complete any Remedial Action with respect to the Licensee Contamination which is required to cause the License Area thereon to be in compliance with Environmental Laws, by the earlier of the expiry or termination of the Term and the dates directed by any Government Authority pursuant to Environmental Laws.
- (d) The Licensee shall, at its sole cost and expense, complete the Remedial Action contemplated by Section 9.04(c) in accordance with Environmental Laws, including obtaining any requisite Authorizations relating to the commencement or completion of such Remedial Action including, to the extent applicable, any reclamation certificates required by the *Environmental Protection and Enhancement Act (Alberta)* (or any successor or substitute legislation). Following the completion of such Remedial Action the Licensee shall, at its sole cost and expense, make reasonable commercial efforts to obtain a remediation certificate with respect to such Remedial Action pursuant to the provisions of the *Environmental Protection and Enhancement Act (Alberta)* (or any successor or substitute legislation) within a reasonable period of time following the completion of such Remedial Action.
- (e) Prior to the commencement of the Remedial Action contemplated by Section 9.04(c) the Licensee will propose to the Licensor for the Licensor’s approval a plan for the Remedial Action to be taken in respect of the Licensee Contamination (upon being approved, the “**Licensee Remediation Plan**”). In the event the Licensee fails to complete the Licensee Remediation Plan prior to the end of the Term, or such other reasonable time agreed in writing between the Parties, the Licensor may complete the Licensee Remediation Plan. Within ten (10) days after demand by the Licensor, the Licensee shall reimburse the Licensor for the actual costs and expenses incurred by the Licensor in completing the Licensee Remediation Plan.

9.05 **Survival**

The provisions of this Article 9 shall survive any termination or expiration of this License Agreement.

**ARTICLE 10
DEFAULT BY LICENSEE**

10.01 Termination Due to Default

The Licensor may terminate this License Agreement upon the occurrence of one of the following events:

- (a) failure of the Licensee to cure or remedy a material breach or material default under this License Agreement within two (2) Business Days of the Licensee receiving written notice of such material breach or material default from the Licensor or, if the material breach or material default is not capable of being cured within that time period, failure of the licensee to take steps to begin to cure the material breach or material default within two (2) Business Days;
- (b) upon the occurrence of a default by the Licensee pursuant to the terms of the Asset Purchase Agreement, which is not cured within (2) Business Days of the Licensee receiving written notice of such default from the Licensor; or
- (c) immediately upon the termination or expiration of the Asset Purchase Agreement;

by delivering a notice of termination to the Licensee, which notice shall contain the reasons for termination and the date on which the termination is effective (the "**Termination Notice**").

10.02 Further Rights of the Licensor upon an Event of Default by the Licensee

During the continuance of a material breach or material default by the Licensee hereunder, and without limiting the rights available to the Licensor hereunder or at law or in equity, the Licensor or its agents shall be entitled, in the reasonable exercise of its discretion, to:

- (a) cure or remedy any material breach or material default continuing hereunder that is not in the process of being cured or remedied by or on behalf of the Licensee, provided that the Licensee shall be responsible for any costs or expenses incurred and paid by the Licensor or a Licensor Representative to cure or remedy such material breach or material default (including reasonable legal fees and disbursements on a solicitor and own client basis), which amounts or amounts paid shall be reimbursed by the Licensee to the Licensor and shall be immediately due and payable upon the delivery of an invoice delivered by the Licensee to the Licensor; and
- (b) direct the Licensee to suspend the Licensed Activities for such period of time as directed by the Licensor.

10.03 Remedies of Licensor are Cumulative

The Licensor and the Licensee hereby agree that no remedy shall be deemed to be exclusive, and the Licensor may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity; and that the Licensor shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Licensee of any of the covenants or agreements hereof.

ARTICLE 11 GENERAL

11.01 Notice

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication to be given under or in connection with this License Agreement shall be in accordance with Section 10.11 of the Asset Purchase Agreement, *mutatis mutandis*.

11.02 Assignment

The Licensee shall not assign this License Agreement or any portion of its right, title or interest hereunder (whether by way of security or otherwise) (an "**Assignment**") to any Person without the prior written consent of the Licensor, which consent may be unreasonably and arbitrarily withheld. Without limiting the Licensor's ability to withhold its consent to any proposed Assignment, such Assignment shall be subject to conditions satisfactory to the Licensor in its absolute and sole direction.

11.03 Time of Essence

Time shall be of the essence of this License Agreement, save as herein otherwise provided.

11.04 Applicable Law

This License Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

11.05 Invalidity of Provisions

The invalidity or unenforceability of any provision of this License Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid provision or covenant shall be deemed to be severable.

11.06 Covenants Independent

Each covenant contained in this License Agreement is considered for all purposes to be a separate and independent covenant, and a breach of a covenant by either the Licensor or the Licensee will not discharge or relieve the other Party from its obligation to perform each of its covenants.

11.07 Entire Agreement

This License Agreement and any agreements herein contemplated to be entered into among, by or with the Parties relating to the License Area constitute the entire agreement among the Parties pertaining to the Licensed Activities on the License Area and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect thereto and there are no warranties, representations or other agreements between the Parties in connection with this License Agreement except as specifically set forth herein.

11.08 Modifications and Waivers

No supplement, modification or waiver of this License Agreement shall be binding unless executed in writing by the Parties. The failure of the Licensor to insist upon the strict performance of any covenant or agreement of this License Agreement shall not waive such covenant or agreement, and the waiver by the Licensor of any breach of any covenant or agreement of this License Agreement shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Licensor of any monies due hereunder with knowledge of any breach of any covenant or agreement by the Licensee shall not waive such breach. No waiver by the Licensor shall be effective unless made in writing.

11.09 Enurement

All of the terms and provisions of this License Agreement shall extend to, be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Gender

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa and words importing firms and corporations shall include all Persons.

11.11 Execution

This License Agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. This License Agreement may be delivered by facsimile transmission or by emailed PDF and the Parties adopt any signature received by a receiving fax machine or by emailed PDF as original signatures of the Parties. In the case of facsimile transmission or by emailed PDF, the transmitting Party shall forthwith deliver an originally executed copy of this License Agreement to the other Parties.

(Signature Page Follows)

IN WITNESS WHEREOF the Licensor and the Licensee have executed this License Agreement as of the date first above written.

**DELOITTE RESTRUCTURING INC., in its capacity
as the Court-appointed receiver and manager of
UWAMS SUPPORTIVE LIVING LTD., and not in its
personal or corporate capacity**

Per: 
Name: Ryan Adlington
Title: Senior Vice President

By: _____
Name:
Title:

**CLOSER TO HOME COMMUNITY SERVICES
SOCIETY**

Per: _____
Name:
Title:

By: _____
Name:
Title:

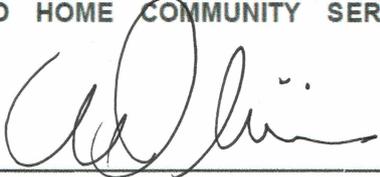
IN WITNESS WHEREOF the Licensor and the Licensee have executed this License Agreement as of the date first above written.

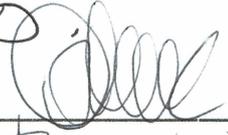
DELOITTE RESTRUCTURING INC., in its capacity as the Court-appointed receiver and manager of UWAMS SUPPORTIVE LIVING LTD., and not in its personal or corporate capacity

Per: _____
Name:
Title:

By: _____
Name:
Title:

CLOSER TO HOME COMMUNITY SERVICES SOCIETY

Per: 
Name:
Title: CEO

By: 
Name:
Title: Associate Director

APPENDIX "I" - LICENSE AREA

PLAN 577JK
BLOCK 45
LOT 24
EXCEPTING THEREOUT ALL MINES AND MINERALS

APPENDIX "II" - LICENSED ACTIVITIES

The following allowable licensed activities are permitted under this license:

- (a) renovation and construction activities in respect of the building(s) located on the License Area; and
- (b) storage of materials, containers and equipment, including the equipment and tools of third party contractors;

(collectively the "**Licensed Activities**").

APPENDIX "III" DEFINED TERMS

The terms defined in this Appendix "III", for all purposes of this Agreement unless otherwise specifically provided herein, have the following meanings:

- (1) **"Additional Fees"** means any amounts payable by the Licensee under or pursuant to this License, other than the Base License Fee;
- (2) **"Applicable Laws"** means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Government Authority and (iii) policies, guidelines, standards, notices and protocols of any Government Authority published by such Government Authority;
- (3) **"Asset Purchase Agreement"** means the agreement of purchase and sale dated March 11, 2021, between the Licenser and Licensee, as amended from time to time;
- (4) **"Authorization"** means, with respect to any Person or with respect to any lands, any authorization, order, permit, approval, grant, consent, waiver, license, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree, bylaw, rule or regulation of any Government Authority having jurisdiction over such Person or such lands, whether or not having the force of law, including, without limitation, land use redesignations, subdivision approvals, development permits, development completion permits, building permits and occupancy permits;
- (5) **"Base License Fee"** means ten dollars (\$10.00);
- (6) **"Business Day"** means any day other than a Saturday, Sunday or statutory holiday in the Province of Alberta or The City of Calgary;
- (7) **"Claims"** means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a solicitor and client basis, interest, demands and actions of any nature or any kind whatsoever.
- (8) **"Commencement Date"** means the first day immediately following waiver of satisfaction of the conditions in favour of the Licensee set forth in Section 6.2(b), (c), (d) and (f) of the Asset Purchase Agreement;
- (9) **"Contamination" and "Contaminated"** means the presence of Hazardous Substances in soil, sediment, groundwater or surface water in amounts or concentrations which exceed that allowable under Environmental Laws, after taking into account any risk assessment or risk management methods in place and allowable under Environmental Laws;
- (10) **"License Area"** means the lands legally described in Appendix "I";
- (11) **"Deficiencies Notice"** has the meaning ascribed to it in Section 2.03(b);
- (12) **"Environmental Laws"** means all Applicable Laws and agreements with Government Authorities relating to public health, occupational health and safety, Contaminated sites, the regulation of Hazardous Substances (including the imposition of liability or standards of conduct) and all matters

related thereto, or to the protection of the environment, and all Authorizations issued pursuant to such Applicable Laws and agreements which may be relevant to the use or occupancy of the License Area or any part thereof or the conduct of any business or activity therein, thereon, thereunder or thereabout or any part thereof and having the force of law;

- (13) **“Environmental Site Assessment”** means either a Phase I environmental site assessment conducted to identify potential liabilities associated with Contamination of soil, sediment, groundwater or surface water or a Phase II environmental site assessment using intrusive testing and sampling to confirm such potential liabilities;
- (14) **“Government Authority”** means: (i) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, county, municipal, local, or other; (ii) any subdivision or authority of any of the above; and (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;
- (15) **“Hazardous Discharge”** means any and all leaks, spills, releases, discharges, emissions or disposal of Hazardous Substances or any migration of Hazardous Substances;
- (16) **“Hazardous Substance”** means any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste or material, flammable or explosive substance, radioactive material, or any other waste, substance or material whatsoever, which is or is deemed to be, alone or in any combination, hazardous, hazardous waste, special waste, toxic, radioactive, a pollutant, a deleterious substance, a substance capable of causing a significant adverse effect or a contaminant or a source of pollution or contamination under any Environmental Law, whether or not such substance is defined as hazardous under any Environmental Law;
- (17) **“License”** has the meaning ascribed to it in Section 2.01;
- (18) **“Licensed Activities”** means the licensed activities set forth in Appendix II;
- (19) **“License Fees”** means, collectively, the License Fee and the Additional Fees;
- (20) **“Licensee”** means Closer to Home Community Services;
- (21) **“Licensee Contamination”** has the meaning ascribed thereto in Section 9.04(a);
- (22) **“Licensee Indemnified Parties”** means the Licensee, the members of each of the Licensee’s board of directors and each of the Licensee’s officers, servants, agents, employees, contractors, licensees, successors and assigns, subsidiaries, affiliates and associated corporations and all others for whose conduct the Licensee is responsible in law;
- (23) **“Licensee Remediation Plan”** has the meaning ascribed thereto in Section 9.04(e);
- (24) **“Licensee Representative”** means, the affiliates, partners, shareholders, directors, officers, agents, contractors, subcontractors, employees, consultants, professional advisors, lenders and representatives of the Licensee;

- (25) “**Licensee’s Environmental Liabilities**” has the meaning ascribed thereto in Section 9.04(a);
- (26) “**Licensor Indemnified Parties**” means the Licensor, the members of the Licensor’s board of directors and the Licensor’s officers, servants, agents, employees, contractors, licensees, successors and assigns, subsidiaries, affiliates and associated corporations and all others for whose conduct the Licensor is responsible in law;
- (27) “**Licensor Representative**” means, the affiliates, partners, shareholders, directors, officers, agents, contractors, subcontractors, employees, consultants, professional advisors, lenders and representatives of the Licensor;
- (28) “**Licensee Representatives**” means the Licensee and anyone else that at any time during the Term of this License has the right, derived directly or indirectly from the Licensee, to occupy any part of the License Area including, without limitation, an employee, invitee or licensee, but shall not include the Licensor;
- (29) “**Notice of Completion**” has the meaning ascribed thereto in Section 2.03(b);
- (30) “**Parties**” means the Licensor and the Licensee and “**Party**” means the Licensor or the Licensee;
- (31) “**Permitted Encumbrances**” means the permitted encumbrances set forth in Schedule A to the Asset Purchase Agreement;
- (32) “**Person**” means an individual, partnership, corporation, Licensor, unincorporated organization, Government Authority, and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual;
- (33) “**Prime Rate**” means the annual percentage rate of interest established from time to time by Royal Bank of Canada, Main Branch, Calgary, Alberta, as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by Royal Bank of Canada as its prime rate;
- (34) “**Remedial Action**” means any act, measure, work or thing done, taken, carried out, acquired or constructed (including, without limitation, risk assessment or risk management methods) that is or may be reasonably necessary to investigate, assess, control, abate, dissipate, render harmless, mitigate or remove Contamination in accordance with the requirements of Environmental Laws and to achieve compliance with the applicable standards set forth in Environmental Laws for residential use or by a Government Authority having jurisdiction over the Contamination;
- (35) “**Surrender Work**” has the meaning ascribed thereto in Section 2.03(a);
- (36) “**Term**” has the meaning ascribed to it in Section 2.02; and
- (37) “**Termination Notice**” has the meaning ascribed to it in Section 10.01.

Appendix "L"

**IN THE MATTER OF THE RECEIVERSHIP OF
 UWAMS SUPPORTIVE LIVING LTD.
 SUMMARY OF RECEIVER'S FEES
 AS AT MARCH 5, 2021**

Invoice	Date	Fees	GST	Total	Paid	Outstanding Balance
Deloitte - INV8001048577	6-Mar-20	19,625.02	981.25	20,606.27	(8,922.25)	11,684.02
Deloitte - INV8001324586	18-Aug-20	34,368.75	1,718.44	36,087.19	-	36,087.19
Deloitte - INV8001622263	19-Feb-21	11,362.00	568.10	11,930.10	-	11,930.10
Work-in-progress	5-Mar-21	16,585.00	829.25	17,414.25	-	17,414.25
		81,940.77	4,097.04	86,037.81	(8,922.25)	77,115.56

Appendix "M"

**IN THE MATTER OF THE RECEIVERSHIP OF
 UWAMS SUPPORTIVE LIVING LTD.
 SUMMARY OF RECEIVER'S LEGAL COUNSEL'S FEES
 AS AT MARCH 5, 2021**

Invoice	Date	Fees	Disbursements	GST	Total	Paid	Outstanding
Dentons - Invoice 3486168	31-Jan-20	9,079.00	49.00	456.40	9,584.40	-	9,584.40
Dentons - Invoice 3493136	29-Feb-20	2,500.00	1.89	125.09	2,626.98	-	2,626.98
Dentons - Invoice 3501581	31-Mar-20	516.50	0.90	25.88	543.28	(543.28)	-
Dentons - Invoice 3505984	30-Apr-20	4,220.00	-	211.00	4,431.00	-	4,431.00
Work-in-progress (estimate)		31,047.62	-	1,552.38	32,600.00	-	32,600.00
		47,363.12	51.79	2,370.76	49,785.66	(543.28)	49,242.38