

COURT FILE NUMBER 24-2582587
ESTATE FILE NUMBER 24-2582587

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

PROCEEDINGS IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED
MATTER IN THE MATTER OF THE BANKRUPTCY OF MCG RESTAURANTS LTD.

DOCUMENT **APPROVAL AND VESTING ORDER (Sale by Trustee in Bankruptcy)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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File No.: 0245243.1



DATE ON WHICH ORDER WAS PRONOUNCED: August 10, 2020
LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, AB
NAME OF JUSTICE WHO MADE THIS ORDER: D.R. Moh

UPON THE APPLICATION by Deloitte Restructuring Inc. (the "**Trustee**") in its capacity as the Trustee in bankruptcy of MCG Restaurants Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Trustee and Polished Casual Ltd. (the "**Purchaser**") dated **July 15, 2020** and appended to the First Report of the Trustee dated August 4, 2020 (the "**First Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the First Report, the Affidavit of Service, to be filed, and the Confidential Appendices to the First Report (the "**Confidential Appendices**"), unfiled; **AND UPON HEARING** the submissions of counsel for the Trustee, counsel for the Canada Revenue Agency, the

Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF ACTIVITIES

2. The activities, conduct and actions of the Trustee as described in the First Report are hereby approved.

APPROVAL OF TRANSACTION

3. The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders. The Transaction is hereby approved and execution of the Sale Agreement by the Trustee is hereby authorized and approved, with such minor amendments as the Trustee may deem necessary. The Trustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

4. Upon delivery of a Trustee's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Trustee's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the *BIA*;

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

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

5. Upon delivery of the Trustee's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Trustee's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Trustee's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Trustee of the Sale Agreement.
8. Upon delivery of the Trustee's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby

directed to accept all Affidavits of Corporate Signing Authority submitted by the Trustee in its capacity as Trustee of the Debtor and not in its personal capacity.

9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Trustee) shall stand in the place and stead of the Purchased Assets from and after delivery of the Trustee's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
10. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
11. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
12. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Trustee.
14. The Trustee is directed to file with the Court a copy of the Trustee's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

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

SEALING ORDER

16. Division 4 of Part 6 of the Rules does not apply to this Application, and the Clerk of the Court be and is hereby directed to seal the Confidential Appendices to the First Report on the Court file until the Trustee has been discharged from its appointment and the filing of a letter with the Clerk of the Court from the Trustee confirming its discharge, or until such further Order of the Court.
17. The Clerk of the Honorable Court is hereby directed to seal the Confidential Appendices to the to the First Report in an envelope setting out the Style of Cause in the within proceedings and labelled:

THIS ENVELOPE CONTAINS CONFIDENTIAL APPENDICES "E" AND "F" TO THE FIRST REPORT DATED AUGUST 4, 2020. THIS CONFIDENTIAL DOCUMENT IS SEALED ON THE COURT FILE PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE JUSTICE D.R. MAH ON AUGUST 10, 2020. THE CONFIDENTIAL DOCUMENTS ARE NOT TO BE ACCESSED BY ANY PERSON UNTIL THE EARLIER OF:


- (A) THE TRUSTEE HAS BEEN DISCHARGED; or
- (B) FURTHER ORDER OF THE COURT.

MISCELLANEOUS MATTERS

18. Notwithstanding:
- (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

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

19. The Trustee, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
20. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.
21. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Trustee's website;and service on any other person is hereby dispensed with.
22. 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.


The Honourable Justice D. R. Mah of the Court of
Queen's Bench

Schedule "A"

Form of Trustee's Certificate

COURT FILE NUMBER 24-2582587
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COURT COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE EDMONTON

PROCEEDINGS IN THE MATTER OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, RSC 1985, c B-
3, AS AMENDED

MATTER IN THE MATTER OF THE BANKRUPTCY
OF MCG RESTAURANTS LTD.

DOCUMENT **TRUSTEE'S CERTIFICATE**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT MILLER THOMSON LLP
2700, Commerce Place
Edmonton, AB, Canada T5J 4G8
Attention: Spencer Norris
Telephone: 780.429.1751 Fax: 780.424.5866
E-mail: snorris@millerthomson.com
File No.: 0245243.1

Clerk's Stamp

RECITALS

- A. Pursuant to a Certificate of Appointment dated April 27, 2020 in accordance with Section 57 of the *Bankruptcy and Insolvency*, RSC 1985, c B-3, as amended, Deloitte Restructuring Inc. was appointed as the Trustee (the "**Trustee**") in bankruptcy of MCG Restaurants Ltd. (the "**Debtor**");
- B. Pursuant to an Order of the Court dated August 10, 2020, the Court approved the agreement of purchase and sale made as of July 15, 2020 (the "**Sale Agreement**") between the Trustee and Polished Casual Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or

waived by the Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Trustee.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Trustee.
4. This Certificate was delivered by the Trustee at **[Time]** on **[Date]**.

Deloitte Restructuring Inc., in its capacity as Trustee in Bankruptcy of MCG Restaurants Ltd. and not in its personal capacity.

Per; _____

Name:

Title:

SCHEDULE "B" – PURCHASED ASSETS

Kingsway

All right, title and interest, whether direct, beneficial or reversionary, in all movable assets, trade fixtures, furniture, equipment inventory, personalty, signage, chattels, improvements and other assets in which the Debtor had an interest, other than Leasehold Improvements to the extent such are vested in the landlord under the lease, located on or about the Moxie's restaurant premises at 10628 Kingsway Avenue NW in the City of Edmonton, Alberta, including but not limited to those assets listed on appraiser's list attached:

<u>Asset</u>	<u>Count</u>
(15) Dining Booths, (30"x49") Wood Top Tables	Multiple
(6) Dining Booths, (47"x48") Wood Top Tables	Multiple
(3) Round Booths, 36" Round Wood Top Table	Multiple
40' Double Sided Bench Seat, (13) (25"x30") Wood Top Tables, (13) Wood/Vinyl Chairs	Multiple
18' Front Waiting Bench	1
(3) Dining Booths, (47"x48") Granite Top Table	Multiple
(4) Dining Booths, (30"x50") Granite Top Table	Multiple
(30"x54") Granite Top Tables	3
(30"x38") Granite Top Tables	5
(30"x30") Granite Top Tables	7
36" Round Table	1
23' Booth Wall Mount Seating	1
48' Bar, Granite Top w/ S/S Corner Sink Unit	1
Vinyl Wood Bar Stools	44
Bar Well w/ 24" S/S Table	1
3 Tier S/S Glass Cabinet, 12 Head Keg / Tap Dispenser	Multiple
66" Glass Cabinet w/ Double Well Cabinet	1
Whynter Bar Fridge w/ 4' 6" S/S Table	1
Taylor Dual Product Frozen Beverage Machine	1

NSC 6 Door Back Bar Cooler	1
S/S Bottle Rack	1
Assorted Bar Supplies Including: Glassware, Shot Glasses, Copper Mugs, Shakers, etc	Multiple
(5) Stealth Touch Screens, (10) E/O Touch Screens, (1) Ithaca 9700 Slip Printer, (5) Epson Slip Printers, (2) Tablets	Multiple
(13) Samsung 48" Flat Screen TV, (5) Skyvue 46" TVs	Multiple
Assorted Accents Including Artwork, Light Up Sign, Hanging Plant Artwork, Décor Items, etc	Multiple
Hostess Stand, Stools, Highchairs	Multiple
(32) (32"x32" Wood Tables, (34) Wicker Chairs, (31) Wicker Tub Chairs, (3) Booths, (30"x49") Granite Table, 18" Bench, (18) Wood Planters, (2) Barrels, Hostess Stand	Multiple
33' S/S Prep Station w/ NSC Cooler, Sink	1
Bunn Hot Water Dispenser, Bunn G.9 Series Coffee Grinder, Bunn Axiom Twin Coffee Machine, Conti CC100 Espresso Machine	Multiple
33' S/S Prep Station w/ HSC Triple Door Cooler, HSC Double Door Cooler, Steam Table, Cabinet	Multiple
Hatco Glo-Ray Food Warmer	1
Panasonic Commercial Microwaves	5
Cvap Gold Edition Cook and Rethemalizer Oven	1
Holman Toast and Hold Toaster, w/ Forced Convection Infrared, Top Conveyor	1
Silver King Single Door Cooler	1
Doyon Jet Air Oven w/ 3 Drawers	1
S/S 5 Drawer Warming Cabinet	1
Pitco Deep Fryers	3
NSC Single Door Coolers	2
Southbend 48" Range, Southbend 10 Burner	3

Range, Southbend 72" Griddle	
Captive Air 33' Range Hood w/ Ansul R-102, Eng-A Air Makeup	1
S/S Triple Sink	1
Hoshizak Ice Machine	1
10' 4" S/S Double Sinks w/ Drain Board, Grease Traps	3
Crown Food Service Kettle	1
Globe Mixer	1
Blodgett Convection Ovens	2
Curtis 7'x20' Walk In Cooler w/ (2) Larkin 2 Fan Condensers	Multiple
Curtis 7'x10' Walk In Cooler w/ (1) Larkin 2 Fan Condensers	Multiple
7'x8' Walk In Beer Cooler w/ (1) Larkin 2 Fan Condenser	Multiple
(24) Metro Racks, (5) Bakers Racks	Multiple
Assorted Smalls & Cookware Including: Trays, Buckets, Plates, Pots, Pans, Bowls, Utensils, S/S 3 Tier Table, Robot Couple Fry Cutter, Vitamix Blender, etc	Multiple
Assorted Cleaning Supplies	Multiple
Staff Room Including: (36) Small lockers, (2) Patio Chairs, (3) Coolers, Stacking Chairs, Mini Fridge	Multiple
Office Including: (2) Small safes, (5) Executive Chairs, (3) PCs, (3) Monitors, (3) Keyboards, Printer, (2) 2 Drawer Filing Cabinets, (2) Wall Shelves, (4) 4 Drawer Filing Cabinets, Security System Equipment w/ (4) Monitors, 8 Cube Shelf, 4 Cube Shelf	Multiple

West Edmonton Mall

All right, title and interest, whether direct, beneficial or reversionary, in all movable assets, trade fixtures, furniture, equipment, inventory, personalty, signage, chattels, improvements and other assets in which the Debtor had an interest, other than Leasehold Improvements to the extent such are vested in the landlord under the lease, located on or about the Moxie's restaurant

premises at 8882 170th Street NW in the City of Edmonton, Alberta, including but not limited to those assets listed on appraiser's list attached:

Asset	Count
Double Booths w/ Table (29.5"x50")	3
Single Booths w/ Table (29.5"x32")	3
(2) Half Booth /Half Table w/ (30"x102") Table, (8) Wood/Vinyl Chairs, (4) Cloth/Vinyl Benches	Multiple
Double Booths w/ Table (29.5"x68")	3
Double Booths w/ Table (29.5"x50")	11
Oval Booths w/ Table (40"x51")	3
28' Booth Seating w/ (6) Vinyl/Wood Chairs, (2) (29.5"x48" Table, (2) (29.5"x30") Tables	Multiple
48" Round Wood Top Table	1
Wood Top Table (34"x34")	3
Vinyl/Wood Chairs	17
(7) (24'x30") Oval Wood Tables, (14) Brown Tub Arm Chairs, (10) (35") Round Bar Tables and Bar Stools	Multiple
42' Built in Bench Seating	1
26' Bar, Granite Top w/ Sink and Bar Fridge	1
11' 6" Bar Sink w/ (2) Chillers	1
5 Door Back Bar Cooler	1
Bunn Ultra-2 Frozen Product Beverage Machine	1
10 Head Beer Tap Dispenser	1
Assorted Bar Supplies: Glassware, Shot Glasses, Copper Mugs, Shakers, Etc	Multiple
(3) IBM Touch Screens, (2) AMPM Touch Screens, Cash Drawers, (6) Epson Slip Printers	Multiple
(2) Samsung 66" Flat Screen Tvs, (6) Samsung 56" Flat Screen Tvs	Multiple

Assorted Accents Including Candles, Mirrors, etc	Multiple
Assorted High Chairs, Booster Seats, Metal Signs, Caution Signs, Cleaning Supplies, Etc	Multiple
Hostess Stand	1
Patio Furniture: (16) Tables, (32) Wicker Style Chairs	Multiple
15' S/S Prep Table w/ 2 Door Cooler, 4 Door Cabinet, Food Warmer, Single Sink	1
Earthstone Pizza Oven w/ Copper Range Hood and Trim	1
11' S/S Coffee Station w/ Single Sink	1
Bunn Hot Water Dispenser, Bunn G.9 Series Coffee Grinder, Bunn Axiom Twin Coffee Machine	1
24' Double Sided S/S Prep Station w/ Single Door Cooler, Warmer Drawer, Double Door Cooler, Triple Door Cooler, Food Warmer/Hutch	1
Panasonic NE-2157CR Commercial Microwaves	6
Holman Dual Conveyor Toaster	1
60" Southbend 5 Burner Grill w/ 4 Drawer Cabinet	1
25" and 30" Single Door Coolers	2
8 Burner 48" Charbroiler, 4 Burner Range, 6 Burner Range, 6 Door Cabinet	Multiple
Pitco Deep Fryers	3
Airwest 324 2 Drawer Sandwich Prep Table w/ 3 Tier Shelf	1
32" Celcold Chest Freezer	1
48" S/S Shelf w/ 2nd 2 Tier Shelf	1
24' Range Hood w/ Range Guard Fire Suppression System, ICE Air Makeup System	1
Double Pot Sink w/ Spray Head, 2 Teir Shelf	1
Single Pot Sink w/ 72" S/S Work Station	1
Vulcan Convection Ovens	2

Globe Mixer	1
2010 Cleveland Kettle	1
2003 Crown Food Service Kettle	1
72" S/S Table w/ 2 Shelves	1
108" S/S Work Station w/ Sink & 2 Shelves	1
(2) Robot Coupe Fry Cutters, Meat Slicer, Vitamix Blender	Multiple
(17) Metro Racks, (6) Bakers Racks	Multiple
Norbec 8'x10' Walk In Cooler	1
Norbec 8'x8' Walk In Freezer	1
Norbec 8'x9' Keg/Beer Cooler w/ Bohn 2 Fan Condenser	1
Scotsman Ice Maker	1
Assorted Smalls and Cookware Including: Bins, Utensils, Pots, Pans, Plastic Rolling Cart, etc	Multiple
Assorted Restaurant Supplies, Condiments, Ladders, Cleaning Supplies, Etc	Multiple
Office Equipment Including: PC, Monitor, Keyboard, Printer, Meilink Safe, Sound System	Multiple
Staff Area Including: Wood Top Table w/ (2) Chairs, Bar Frdige, Mini Lockers	Multiple

St. Albert Trail

All right, title and interest, whether direct, beneficial or reversionary, in all movable assets, trade fixtures, furniture, equipment, inventory, personalty, signage, chattels, improvements and other assets in which the Debtor had an interest, other than Leasehold Improvements to the extent such are vested in the landlord under the lease, located on or about the Moxie's restaurant premises at 13551 St. Albert Trail NW in the City of Edmonton, Alberta including but not limited to those assets listed on appraiser's list attached:

<u>Asset</u>	<u>Count</u>
(16) Dining Booths, (29.5"x50") Wood Top Table	Multiple
(6) Dining Booths, (29.7"x32") Wood Top Table	Multiple

(7) Dining Booths, (36.5"x58") Wood Table	Multiple
64" Round Wood Tables	2
(35"x35") Wood Tables	4
Black High Back Chairs	32
5', 14', & 16' Waiting Booths	Multiple
30" Oval Tables	3
36" Round Tables	14
Black High Back Chairs	24
Black High Back Bar Stools	16
Black Tub Chairs	6
(36"x72") Granite Bar Table	1
24' Blue/Black Booth Seating	1
55' Multi Color Booth Seating	1
25' Bar Granite Top	1
41" S/S Table Sink, 48" S/S Shelf/Table	Multiple
36" S/S Bar Well	1
Perlick 8 Head Tap Dispenser, 1 Keg Tap Head	Multiple
Taylor Dual Product Frozen Beverage Machine	1
5 Door Back Bar Cooler	1
Assorted Bar Supplies Including: Glassware, Shot Glasses, Shakers, etc	Multiple
(5) Stealth Touch Screens, (3) IBM Touch Screens, (6) AMPM Cash Drawer, (4) Epson Slip Printers	Multiple
(3) LG 46" Flat Screen TVs, (2) LG 56" Flat Screen TVs, (2) LG 66" Flat Screen TVs	Multiple
Assorted Accents Including Mirrors, etc	Multiple
Highchairs	6
(44) Wicker Chairs, (20) Wicker Loveseats, (28) Tables, Hostess Stand	Multiple

S/S Prep Station w/ Single Cooler, Sink	1
25' S/S Prep Station w/ Single Cooler, Sandwich Prep Station, Heat Drawer, Hutch	Multiple
25' Prep Station w/ True Freezer, Double Door Cooler, Triple Door Cooler, Steam Table	Multiple
Aero Stainless 12' Food Warmer	1
Panasonic Commercial Microwaves	4
Belleco Toaster	1
72" S/S Prep Table, 11' Prep Station w/ 2 Door Cooler, 4 Drawer Cabinet, Sink	Multiple
Frymaster Deep Fryers	3
32" S/S Prep Table w/ 2 Drawers	1
24" Single Door Prep Coolers	2
Southbend 10 Burner Range, Southbend 8 Burner Charbroiler w/ S/S Table w/ 4 Drawers, Southbend 60" Grill w/ S/S Table w/ 4 Drawers	Multiple
25' Range Hood w/ Range Guard	1
Blodgett Convection Oven	2
Globe Mixer	1
Globe C12 12" Manual Meat Slicer, Robot Coupe Fry Cutter	Multiple
(1) 10' 6" S/S Double Compartment Sink w/ Drain Board, (2) 8' 6" S/S Single Compartment Sink w/ Drain Board	Multiple
Double Compartment Sink, 48" S/S Table w/ Grease Trap	1
Southbend Kettle	1
Earthstone Pizza Oven w/ Range Hood	1
Norbec 7'x18' Walk In Cooler w/ Cancoil 2 Fan Condenser	1
Norbec 7'x7' Walk In Freezer w/ Cancoil 2 Fan Condenser	1

Norvec 7'x8' Walk In Beer Cooler w/ Cancoil 2 Fan Condenser	1
(19) Metro Racks, (5) Bakers Racks	Multiple
Manitowoc Ice Maker	1
Assorted Smalls & Cookware Including: Trays, Buckets, Plates, Pots, Pans, Bowls, Utensils, (2) Plastic 3 Tier Carts, Mini Fridge, Etc	Multiple
Assorted Cleaning Supplies, Garbage Tubs, etc	Multiple
Office Including: (2) Executive Chairs, PC, Monitor, Keyboard, Printer, 2 Drawer Filing Cabinet, Safe, Stereo Equipment, (30) Mini Lockers	Multiple

SCHEDULE C – ENCUMBRANCES

1. PPR Registration 14040425653 in favour of Moxie's Restaurants, Limited Partnership registered at the Alberta Personal Property Registry on April 4, 2014.
2. PPR Registration 16120209091 in favour of Canadian Western Bank registered at the Alberta Personal Property Registry on December 2, 2016.
3. PPR Registration 19102932744 in favour of Rye Inc. and Ric Young registered at the Alberta Personal Property Registry on October 29, 2019

SCHEDULE D – PERMITTED ENCUMBRANCES

NIL