

Clerk's stamp:

COURT FILE NUMBER	1901-10871
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	THE BANK OF MONTREAL
DEFENDANTS	UWAMS SUPPORTIVE LIVING LTD., MAXWELL UWAGA AND CAROL UWAGA
DOCUMENT	<b><u>APPLICATION FOR SALE AND VESTING ORDER</u></b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15 <sup>th</sup> Floor, 850 - 2 <sup>nd</sup> Street S.W. Calgary, Alberta T2P 0R8 Attn: Derek Pontin Ph. (403) 268-6301 Fx. (403) 268-3100 File No.: 131048-100

**NOTICE TO RESPONDENTS:** Service List attached as **Schedule "A"**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

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

Date	March 26, 2021
Time	2:00 p.m.
Where	Calgary Courts Centre, 601 5 St SW, Calgary, Alberta T2P 5P7 VIA WEB-EX, see <b><u>Schedule "B"</u></b>
Before Whom	The Honourable Justice D.B. Nixon

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

**Remedy claimed or sought:**

1. The Applicant, Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as court-appointed receiver and manager ("**Receiver**") of the assets, properties, and undertakings of Uwams Supportive Living Ltd. (the "**Debtor**"), respectfully seeks:

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

- (i) abridging the time for service of this application and deeming service good and sufficient;
  - (ii) authorizing and approving the sale transaction (the “**Transaction**”) between the Receiver and Closer to Home Community Services Society (“**CHCSS**”) pursuant to the Asset Purchase Agreement dated March 11, 2021 (the “**APA**”) as described in the Receiver’s Report and confidential supplement to the Receiver’s Report (the “**Confidential Supplement**”);
  - (iii) approving the actions of the Receiver, including the sale process and Transaction, as described in the Receiver’s Report and Confidential Supplement;
  - (iv) authorizing and directing the Receiver to take such steps and execute all such deeds, documents, and instruments as may be reasonably necessary to consummate the Transaction;
  - (v) upon delivery of a Receiver’s Closing Certificate, vesting all of the Debtor’s right, title, and interest in and to the Purchased Assets (as described and set out in the APA) in CHCSS (or its nominee) (the “**Purchaser**”), free from all claims and encumbrances, except permitted encumbrances; and
  - (vi) authorizing the Receiver to make such distributions and holdbacks from net sale proceeds as the Receiver deems appropriate for payment of secured and priority claims;
- (b) an Order, substantially in the form attached as **Schedule “D”** hereto sealing the Confidential Supplement; and
  - (c) such further and other relief, advice, and directions as counsel may advise and this Honourable Court deem just and appropriate.

**Grounds for making this application:**

**Receivership Proceedings**

2. On October 11, 2019, pursuant to an application made by the Bank of Montreal (“**BMO**”) in respect of the Debtor, Deloitte was appointed as Interim Receiver of the Debtor by virtue of an order of the Court of Queen’s Bench of Alberta (the “**Interim Receivership Order**”).
3. On January 23, 2020, pursuant to a consent order (the “**Receivership Order**”) Deloitte was appointed as Receiver of the assets, undertakings, and properties of the Debtor.

**Activities of the Receiver**

4. The Receiver’s activities are detailed in the Receiver’s Report. Principally, the Receiver’s conduct entailed taking possession and ensuring preservation of the property of UWAMS; communicating with and safely relocating the residents occupying UWAMS’ real property; soliciting listing proposals and engaging a qualified realtor for the sale of UWAMS’ property, and negotiating and entering the APA and License Agreement with CHCSS.
5. The Receiver seeks ratification and approval of its actions, including as detailed in the Receiver’s Report and Confidential Supplement.

6. The Receiver is seeking approval of its fees and disbursements and the fees and disbursements of its legal counsel up to the date of the proposed Order, as set out in the Receiver's Report.
7. It is the Receiver's respectful view that its actions and fees, and the actions and fees of its legal counsel, are appropriate and reasonable, and should be approved by this Honourable Court.

#### **Approving the Transaction and Proposed Distribution**

8. Pursuant to the terms of the Receivership Order, and in particular paragraphs 3(k) and 3(l) the Receiver is authorized to market the current and future assets, undertakings, and properties of the Debtor (the "**Property**") and sell the Property with approval of the Court.
9. The Receiver has engaged a qualified realtor and marketed the Property for an extended period, as more particularly described in the Receiver's Report and Confidential Supplement.
10. The Receiver supports the offer received from CHCSS, has negotiated with CHCSS to achieve a suitable APA and has entered into the APA and a License Agreement.
11. The sales process and manner in which the offer was obtained are fair and reasonable and commercially supported in the circumstances.
12. The Receiver has made significant efforts to obtain the best possible price for the Purchased Assets and recommends the approval of the Transaction.
13. The Receiver has obtained an opinion from its legal counsel, and subject to customary and standard qualifications, limitations, and assumptions, this opinion confirmed that the security of BMO as against the Debtor is valid and enforceable and ranks in first priority over the property of the Debtor.
14. The anticipated sale proceeds will be less than the indebtedness outstanding to BMO. There will be no funds available for distribution to any creditors subordinate to BMO's position.
15. The Receiver proposes to make distribution of net sale proceeds to BMO after the closing of the Transaction.
16. BMO has advised the Receiver it is supportive of the Transaction and proposed distribution of proceeds.
17. Such further and other grounds as counsel may advise and this Honourable Court may permit.

#### **Sealing Confidential Supplement**

18. The Confidential Supplement contains commercially sensitive information, is confidential, and should be sealed until the filing of a Receiver's Closing Certificate in respect of the Transaction to avoid the tainting of any potential future sales process, which may be required should the Transaction fail to be completed. The terms set out in the proposed form of order attached as Schedule "D" are necessary to accomplish this.
19. The proposed sealing order is limited in that the Confidential Supplement would only remain sealed until the filing of the Receiver's Closing Certificate regarding the Transaction. The public

disclosure of the information contained in the Confidential Supplement prior to the closing of the Transaction would cause serious and irreparable harm to the Debtor's estate and its stakeholders. The sealing provision is a fair and reasonable means to address the harm of restricting public dissemination at this time.

20. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**Material or evidence to be relied on:**

21. First Report of the Receiver.
22. Confidential Supplement to the Report of the Receiver.
23. The pleadings and proceedings in the within action.
24. Such further and other material and evidence as counsel may advise and this Honourable Court may permit.

**Applicable Rules:**

25. *Alberta Rules of Court*, Alta Reg 124/2010.
26. Such further and other Rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

27. *Bankruptcy and Insolvency Act*, RSC 1985 c B-3.
28. *Bankruptcy and Insolvency General Rules*, CRC c 368.
29. *Judicature Act*, RSA 2000 c J-2.
30. *Land Titles Act*, RSA 2000 c L-4.
31. *Personal Property Security Act*, RSA 2000 c P-7.
32. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

33. None.

**How the application is proposed to be heard or considered:**

34. Via WEB-EX, before the Honorable Justice D.B. Nixon.

**WARNING**

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

**SCHEDULE A to the Application – Service List**

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

**SERVICE LIST**

**Email Service List**

<b>Counsel/Party</b>	<b>Telephone</b>	<b>Fax</b>	
Cassels Brock & Blackwell LLP Suite 1250, 440 2 Avenue SW Calgary, AB T2P 5E9  Attn: Jeffrey Oliver  Email: JOliver@casselsbrock.com	403-351-2920	403-648-1151	Counsel to Bank of Montreal
The Bank of Montreal 6th Floor, 350 — 7 Avenue SW Calgary, AB T2P 3N9  Attn: Trevor Bauer  Email: Trevor.Bauer@bmo.com	403-503-5914	403-503-7020	Lender
McMillan LLP TD Canada Trust Tower, Suite 1700 421 7 Avenue SW Calgary, AB T2P 4K9  Attn: Adam Maerov  Email: adam.maerov@mcmillan.ca	403-531-4700	403-531-4720	Counsel to UWAMS Supportive Living Ltd.
Maxwell Uwaga 54 Evergreen Terrace SW Calgary, AB T2Y 2V9  Email: usl@shaw.ca			Defendant

<p>Carol Uwaga 54 Evergreen Terrace SW Calgary, AB T2Y 2V9</p> <p>Email: usl@shaw.ca</p>			Defendant
<p>Deloitte Restructuring Inc. 700, 850 — 2<sup>nd</sup> Street SW Calgary, AB T2P OR8</p> <p>Attn: Ryan Adlington/Naomi McGregor</p> <p>Email: radlington@deloitte.ca naomcgregor@deloitte.ca</p>	403-261-1700	403-264-2871	Receiver
<p>Dentons Canada LLP 850 - 2nd Street SW 15th Floor, Bankers Court Calgary, Alberta T2P OR8</p> <p>Attn: Derek Pontin</p> <p>Email: derek.pontin@dentons.com</p>	403-268-6301	403-268-3100	Counsel to the Receiver
<p>Metro Ford Sales Ltd. 1111 9 Avenue SW Calgary, AB T2P 2K9</p> <p>Attn: Kristen Coupal</p> <p>Email: k.coupal@metroford.ca</p>	403-263-4530	403-233-8195	Secured Creditor
<p>Alberta Health Services 10301 Southport Lane SW Calgary, AB T2W 1S7</p> <p>Attn: Jill Curtis</p> <p>Email: jill.curtis@ahs.ca</p>	403-830-9545	403-943-0907	
<p>The City of Calgary 800 Macleod Trail South Calgary, AB T2P 2M5</p> <p>Attn: Credit &amp; Collections</p> <p>Email: CreditandCollections@calgary.ca</p>	403-268-2507	403-268-2311	Encumbrancer

## **SCHEDULE B to the Application – WebEx Details**

**Virtual Courtroom 60** has been assigned for the following matter:

Date: Mar 26, 2021 02:00 PM

Style of Cause: 1901 10871 - BANK OF MONTREAL v. UWAMS SUPPORTIVE LIVING LTD

Presiding Justice: NIXON (D.B.), J

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom60>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

If you are a non-lawyer attending this hearing remotely, **you must** complete the undertaking located here: <https://www.albertacourts.ca/qb/resources/announcements/undertaking-and-agreement-for-non-lawyers>

For more information relating to Webex protocols and procedures, please visit:

<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the "Cisco Webex Meetings" App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

***Please note this email is responsible for Webex information only. If you have questions about procedure or concerns with your matter, please contact the appropriate Court Coordinator or Judicial Assistant for further assistance.***

**SCHEDULE C to the Application – Sale Approval and Vesting Order**

Clerk's Stamp:

COURT FILE NUMBER	1901-10871
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	THE BANK OF MONTREAL
RESPONDENTS	UWAMS SUPPORTIVE LIVING LTD., MAXWELL UWAGA and CAROL UWAGA
DOCUMENT	<b>SALE APPROVAL AND VESTING ORDER (Sale by Receiver)</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DENTONS CANADA LLP 1500, 850 – 2 <sup>nd</sup> St SW Calgary, Alberta T2P 0R8 Attn: Derek Pontin Ph: (403) 268-6301 Fx: (403) 268-3100

**DATE ON WHICH ORDER WAS PRONOUNCED:**      **March 26, 2021**

**LOCATION WHERE ORDER WAS PRONOUNCED:**      **Calgary, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER:**      **The Honourable Justice D.B. Nixon**

**UPON THE APPLICATION** by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Uwams Supportive Living 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 Receiver and Closer to Home Community Services Society (the "**Purchaser**") dated March 11, 2021 and appended to the Report of the Receiver dated March 15, 2021 and Confidential Supplement dated March 15, 2021 (together, the "**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 Receivership Order dated January 23, 2020 (the "**Receivership Order**"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, Bank of Montreal, and 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 SALES PROCESS AND TRANSACTION

2. The sales process undertaken by the Receiver as described in the Report is commercially reasonable and is approved.
3. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver 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 Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
  - (a) any encumbrances or charges created by the Receivership Order;
  - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
  - (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
  - (d) those Claims listed in **Schedule "B"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "C"** (collectively, "**Permitted Encumbrances**"))

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 Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

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

(i) cancel existing Certificates of Title No. 131 148 847 for those lands and premises legally described as:

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

(the "Lands")

(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, Closer to Home Community Services Society;

(iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "C"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "C"**; and

(iv) discharge and expunge the Encumbrances listed in **Schedule "B"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;

- (b) 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 Receiver’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 Receiver of the Sale Agreement.
8. Upon delivery of the Receiver’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 Receiver in its capacity as Receiver 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 Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver’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. In the Receiver’s sole discretion, unless otherwise ordered by this Court, the Receiver may make distributions of net proceeds to Bank of Montreal, subject to such holdbacks as the Receiver deems appropriate for purposes of payments to Canada Revenue Agency, repayment of amounts the Receiver has borrowed for which it has issued a Receiver’s Certificate pursuant to the Receivership Order (if any), and payment of the Receiver’s final professional fees and costs and those of its legal counsel.

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

#### **MISCELLANEOUS MATTERS**

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

16. The Receiver, 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.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and
  - (b) Posting a copy of this Order on the Receiver's website at:  
<https://www.insolvencies.deloitte.ca/en-ca/Pages/Uwams-Supportive-Living-Ltd.aspx?searchpage=Search-Insolvencies.aspx>

and service on any other person is hereby dispensed with.

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

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Justice of the Court of Queen's Bench of Alberta

Schedule "A" to the Sale Approval and Vesting Order  
Form of Receiver's Closing Certificate

Clerk's Stamp:

COURT FILE NUMBER	1901-10871
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	THE BANK OF MONTREAL
RESPONDENTS	UWAMS SUPPORTIVE LIVING LTD., MAXWELL UWAGA and CAROL UWAGA
DOCUMENT	<b>RECEIVER'S CLOSING CERTIFICATE</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DENTONS CANADA LLP 1500, 850 – 2 <sup>nd</sup> St SW Calgary, Alberta T2P 0R8 Attn: Derek Pontin Ph: (403) 268-6301 Fx: (403) 268-3100

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice Jones of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated January 23, 2020, Deloitte Restructuring Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of UWAMS Supportive Living Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated March 26, 2021, the Court approved the agreement of purchase and sale made as of March 11, 2021 (the "**Sale Agreement**") between the Receiver and Closer to Home Community Services Society (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 Receiver 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 sections 6.1, 6.2 and 6.3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid and the Receiver 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 sections 6.1, 6.2 and 6.3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

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

**Per;** \_\_\_\_\_

**Name:**

**Title:**

Schedule "B" to the Sale Approval and Vesting Order  
Encumbrances

<u>Registration Number</u>	<u>Date</u> (Day/Month/Year)	<u>Particulars</u>
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 AMOUNT: \$1,200,000 AFFECTS INSTRUMENT: 151246595

Schedule "C" to the Sale Approval and Vesting Order  
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:

Instrument Number

Particulars

Nil.

**SCHEDULE D to the Application – Sealing Order**

Clerk's Stamp:

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

ADDRESS FOR SERVICE AND CONTACT DENTONS CANADA LLP  
INFORMATION OF PARTY FILING THIS 1500, 850 – 2<sup>nd</sup> St SW  
DOCUMENT Calgary, Alberta T2P 0R8  
Attn: Derek Pontin  
Ph: (403) 268-6301  
Fx: (403) 268-3100

**DATE ON WHICH ORDER WAS PRONOUNCED: March 26, 2021**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice D.B. Nixon**

**UPON THE APPLICATION** by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Uwams Supportive Living Ltd. (the "**Debtor**"); AND UPON reading the Report of the Receiver dated (the "**Receiver's Report**") and the Confidential Supplement to the Receiver's Report (the "**Confidential Supplement**"); AND UPON hearing submissions of counsel to the Receiver;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.
2. Part 6 Division 4 of the *Alberta Rules of Court*, Alta Reg 124/2010 does not apply to this application.
3. The Confidential Supplement shall be filed in Court of Queen's Bench of Alberta Action Number 1901-10871 and shall immediately be sealed by the Clerk of the Court, kept confidential and not form part of the public record, and not be available for public inspection until the earlier of the filing of a Receiver's Closing Certificate in these proceedings or until otherwise ordered by this

Court, after application brought upon seven days' notice to all interested parties, whereupon the Clerk of the Court shall remove the Confidential Supplement from the sealed envelope referred to below and place the Confidential Supplement on the public record. The Confidential Supplement shall be sealed and filed in an envelope containing the following statement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE REPORT OF DELOITTE RESTRUCTURING INC. AS THE COURT-APPOINTED RECEIVER AND MANAGER OF UWAMS SUPPORTIVE LIVING LTD. WHICH SHALL BE SEALED UNTIL THE FILING OF A RECEIVER'S CLOSING CERTIFICATE IN THE WITHIN ACTION OR UNTIL FURTHER ORDER OF THIS COURT AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE EXCEPT AFTER THE FILING OF A RECEIVER'S CLOSING CERTIFICATE OR IN ACCORDANCE WITH SUCH ORDER.

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Justice of the Court of Queen's Bench of Alberta