

COURT FILE NUMBER 1801-08520

COURT COURT OF QUEEN’S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF INNOVATION CREDIT UNION AND CONCENTRA
BANK

DEFENDANTS 1764239 ALBERTA LTD., OSTRANDER FAMILY
HOLDINGS LTD., AND BRIAN OSTRANDER

APPLICATION

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **OSLER, HOSKIN & HARCOURT LLP**
Barristers and Solicitors
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary AB T2P 1N2
Solicitors: Randal Van de Mosselaer / Emily Paplawski
Telephone: (403) 260-7060 / (403) 260-7071
Facsimile: (403) 260-7024
Email: rvandemosselaer@osler.com / epaplawski@osler.com

NOTICE TO RESPONDENTS:

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

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

Date:	June 10, 2021
Time:	11:00 a.m.
Where:	Calgary Courts Centre (BY WEBEX)
Before Whom:	The Honourable Mr. Justice Jones

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

Order Sought:

1. Deloitte Restructuring Inc. (the “**Receiver**”), in its capacity as receiver and manager of all current and future assets, undertakings, and properties of every nature and kind whatsoever

and wherever situate of 1764239 Alberta Ltd. (“**176**”), is seeking Orders substantially in the forms attached as **Schedules “A” to “C”** hereto:

- (a) declaring that the time for service of this application is abridged and deemed good and sufficient and the application is properly returnable today;
- (b) approving the proposed sale transaction contemplated by an Asset Purchase Agreement between Pukhraj Harjaap Alberta Ltd. (“**PHAL**”) and the Receiver, dated May 6, 2021 (the “**PHAL PSA**”);
- (c) vesting in PHAL all of 176’s right, title and interest in and to the hotel currently operating as HomeStay Inn & Suites located at 954 7 Street SW, Medicine Hat, Alberta and the other real property, personal property, and contracts comprising “Purchased Assets” under the PHAL PSA (the “**Purchased Assets**”);
- (d) approving the repayment of all borrowings made by the Receiver to fund the Receivership pursuant to, and in accordance with, paragraph 21 of the Receivership Order of the Honourable Madam Justice Campbell, granted July 22, 2020 (the “**Receivership Order**”) from the net proceeds received by the Receiver under the PHAL PSA;
- (e) sealing on the Court file the Confidential Supplement (the “**Confidential Supplement**”) to the Second Report of the Receiver, dated May 31, 2021 (the “**Second Report**”) until the earlier of (i) the closing of the PHAL PSA, (ii) the discharge of the Receiver, or (iii) further order of this Honourable Court;
- (f) approving the actions, conduct and activities of the Receiver as discussed in the Second Report;
- (g) approving the professional fees of the Receiver and its legal counsel as summarized in the Second Report;
- (h) approving the Receiver’s Statement of Receipts and Disbursements for the period from July 22, 2020 to May 26, 2021 (the “**SRD**”), attached as Appendix C to the Second Report; and

- (i) granting such further and other relief as counsel may request and this Honourable Court may deem just.

Grounds for making this Application:

Approval and Vesting Order

2. Pursuant to the Receivership Order, the Receiver was authorized to, among other things:
 - (a) market any or all of the Property (as defined in the Receivership Order), 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;
 - (b) apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of liens or encumbrances affecting the Property; and
 - (c) engage consultants, appraisers, 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.
3. On November 9, 2020, the Court granted an Order (the "**November Order**") approving the Receiver's engagement of Royal LePage Mission (the "**Realtor**") to market the Purchased Assets.
4. Since the November Order, the Realtor has conducted an extensive sales and marketing process with respect to the Purchased Assets, including an online listing of the property on the Realtor's commercial website and MLS Commercial listing website, a posting of the listing on the Realtor's in-house marketing database, and the dissemination of brochures to several potentially interested third parties. 14 parties executed confidentiality agreements with the Receiver and were provided with detailed financial and other information in respect of the property by the Receiver. A total of 6 parties toured the property.
5. The PHAL PSA represents the highest and best offer received by the Receiver for the Purchased Assets. The purchase price provided in the PHAL PSA is consistent with the

Realtor's reassessed value of the property based on current market conditions. The proposed sale of the Purchased Assets to PHAL is supported by 176's primary secured lender.

6. The Receiver is of the view that the PHAL PSA is commercially reasonable and will maximize the available recovery for the receivership estate. Accordingly, the Receiver requests that this Honourable Court approve the PHAL PSA, and vest title to the Purchased Assets in the name of PHAL.

Restricted Court Access Order

7. The Confidential Supplement contains commercially sensitive information pertaining to the value of the Purchased Assets and certain confidential information in respect of the offers submitted to the Receiver for the purchase of the Purchased Assets. Publication or dissemination of the information contained in the Confidential Supplement would pose serious risk to the commercial interests of 176 and its stakeholders should the PHAL PSA fail to close, thereby requiring the Receiver to remarket the Purchased Assets.
8. A restricted court access order is necessary to prevent the Confidential Supplement from being disclosed and is in the best interests of 176 and its stakeholders.
9. The restricted court access order sought is the least restrictive means possible to prevent disclosure of the confidential and commercially sensitive information in the Confidential Supplement.

Approval of Activities and Professional Fees

10. The Second Report sets out a description of the activities which have been undertaken by the Receiver since November 2020. All actions and activities of the Receiver have been undertaken in accordance with the Receivership Order and in the best interests of the estate of 176. All of the actions in respect of the fees and disbursements incurred by the Receiver and its legal counsel discussed in the Second Report are reasonable and have been validly incurred in connection with the conduct of the Receiver's obligations herein.

11. The Receiver respectfully requests that this Honourable Court approve its activities, actions, conduct, and professional fees, and the professional fees of its legal counsel, all as described in the Second Report.

Affidavit or other Evidence and Materials to be used in Support of this Application:

12. The Second Report of the Receiver, dated May 31, 2021, including the Confidential Supplement thereto; and
13. Such further and other evidence or materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

14. *Alberta Rules of Court*, Alta Reg. 124/2010.

Applicable Acts and Regulations:

15. *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended.
16. *Judicature Act*, RSA 2000, c J-2, as amended.

Any Irregularity Complained of or Objection Relied On:

17. None.

How the Application is Proposed to be Heard or Considered:

18. By Webex before the Honourable Mr. Justice Jones on June 10, 2021 at 11:00 a.m.

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”

COURT FILE NUMBER	1801-08520
COURT	COURT OF QUEEN’S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	INNOVATION CREDIT UNION AND CONCENTRA BANK
DEFENDANTS	1764239 ALBERTA LTD., OSTRANDER FAMILY HOLDINGS LTD., AND BRIAN OSTRANDER

APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	OSLER, HOSKIN & HARCOURT LLP Barristers and Solicitors Suite 2700, Brookfield Place 225 – 6th Avenue S.W. Calgary AB T2P 1N2 Solicitors: Randal Van de Mosselaer / Emily Paplawski Telephone: (403) 260-7060 / (403) 260-7071 Facsimile: (403) 260-7024 Email: rvandemosselaer@osler.com / epaplawski@osler.com
--	---

DATE ON WHICH ORDER WAS PRONOUNCED: June 10, 2020

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice Jones

LOCATION OF HEARING: Calgary Courts Centre
601 – 5th Street SW
Calgary, AB

UPON THE APPLICATION OF Deloitte Restructuring Inc. (the “**Receiver**”), in its capacity as receiver and manager of all current and future assets, undertakings, and properties of every nature and kind whatsoever and wherever situate of 1764239 Alberta Ltd. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an Asset Purchase Agreement (the “**Sale Agreement**”) between the Receiver and Pukhraj Harjaap Alberta Ltd. (the “**Purchaser**”), dated May 6, 2021 and appended to the Second Report of the Receiver, dated May 31, 2021, including the Confidential Supplement thereto (the “**Second 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 granted by the Honourable Madam Justice Campbell on July 22, 2020 (the “**Receivership Orders**”), the Second Report, and the Affidavit of Service of Elena Pratt, sworn June ____, 2021; **AND UPON** hearing from counsel for the Receiver, the Purchaser, and any other interested party, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and 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 TRANSACTION

2. 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

3. 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 listed in Schedule “B” hereto 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 “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.

4. 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 Certificate of Title No. 131 238 187 for those lands and premises municipally described as 954 – 7 Street SW, Medicine Hat,

Alberta, and legally described as: Plan 832LK, Block 1, 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);
 - (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule “D”, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule “D”; and
 - (iv) discharge and expunge the Encumbrances listed in Schedule “C” to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands; and
- (b) 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.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. 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.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased

Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.

7. 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.
8. 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. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. 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.
10. 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).

11. 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.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. 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).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

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/Ostrander-Hotels>.

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.

J.C.Q.B.A.

Schedule “A”

COURT FILE NUMBER	1801-08520
COURT	COURT OF QUEEN’S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	INNOVATION CREDIT UNION AND CONCENTRA BANK
DEFENDANTS	1764239 ALBERTA LTD., OSTRANDER FAMILY HOLDINGS LTD., AND BRIAN OSTRANDER

RECEIVER’S CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	OSLER, HOSKIN & HARCOURT LLP Barristers and Solicitors Suite 2700, Brookfield Place 225 – 6th Avenue S.W. Calgary AB T2P 1N2 Solicitors: Randal Van de Mosselaer / Emily Paplawski Telephone: (403) 260-7060 / (403) 260-7071 Facsimile: (403) 260-7024 Email: rvandemosselaer@osler.com / epaplawski@osler.com
--	---

RECITALS

- A. Pursuant to an Order of the Honourable Justice Campbell of the Court of Queen’s Bench of Alberta, Judicial District of Calgary (the “**Court**”) dated July 22, 2020, Deloitte Restructuring Inc. was appointed as the receiver (the “**Receiver**”) of the undertakings, property and assets of 1764239 Alberta Ltd. (the “**Debtor**”).
- B. Pursuant to an Order of the Court dated June 10, 2021, the Court approved the agreement of purchase and sale dated May 6, 2021 (the “**Sale Agreement**”) between the Receiver and Pukhraj Harjaap Alberta 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 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 10, 14, 16 and 20 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 10, 14, 16 and 20 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 Receiver of the undertakings, property and assets of 1764239 Alberta Ltd., and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B"

PLAN 832LK

BLOCK 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.938 HECTARES (2.32 ACRES) MORE OR LESS

Schedule “C”

Registration Number	Registration Date	Particulars
131 238 189	September 20, 2013	Mortgage to Callaghan Inn Limited Original Principal Amount: \$950,000
141 016 072	January 16, 2014	Mortgage to Concentra Financial Services Original Principal Amount: \$4,179,000
141 016 073	January 16, 2014	Mortgage to Primewest Mortgage Investment Original Principal Amount: \$921,400
141 026 166	January 28, 2014	Postponement of Mortgage 131238189 to Mortgages 141016072 and 141016073
141 213 233	August 15, 2014	Caveat re: Amending Agreement Caveator – Concentra Financial Services Association
141 255 201	September 23, 2014	Postponement of Mortgage 141016073 to Mortgage 141016072 and Caveat 141213233
151 055 152	February 25, 2015	Mortgage to Concentra Financial Services Association Original Principal Amount: \$250,000.00
151 055 153	February 25, 2015	Mortgage to Concentra Financial Services Association Original Principal Amount: \$1,817,250.00
161 053 211	February 26, 2016	Postponement of Mortgage 141016073 to Mortgage 141016072, Caveat 141213233, Mortgage 151055152 and Mortgage 151055153
161 068 552	March 16, 2016	Caveat re: Agreement Charging Land Caveator – Primewest Mortgage Investment
171 083 973	April 22, 2017	Mortgage to Ostrander Family Holdings Ltd. Original Principal Amount: \$2,500,000
181 063 129	March 22, 2018	Writ in favour of Her Majesty the Queen in Right of Canada as represented by Minister of National Revenue Canada Revenue Agency Amount: \$134,971 and costs, if any Action Number: 134971

Registration Number	Registration Date	Particulars
181 068 701	April 3, 2018	Writ in favour of Her Majesty the Queen in Right of Canada as represented by Minister of National Revenue Amount: \$28,954 and costs, if any Action Number: ITA-1969-18
181 073 919	April 12, 2018	Tax Notification by The City of Medicine Hat
191 014 560	January 21, 2019	Writ in favour of Her Majesty the Queen in Right of Alberta as represented by Minister of Treasury Board and Finance Amount: \$259,335 and costs, if any Action Number: 1803-24346
191 015 584	January 22, 2019	Caveat re: Amending Agreement Caveator – Primewest Mortgage Investment Corporation
201 052 904	March 16, 2020	Writ in favour of Her Majesty the Queen in Right of Canada as Represented by Minister of National Revenue Amount: \$96,507 and costs, if any Action Number: ETA-545-20

Schedule "D"

Registration Number	Registration Date	Particulars
031 099 497	March 27, 2003	Easement

SCHEDULE “B”

COURT FILE NUMBER	1801-08520
COURT	COURT OF QUEEN’S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	INNOVATION CREDIT UNION AND CONCENTRA BANK
DEFENDANTS	1764239 ALBERTA LTD., OSTRANDER FAMILY HOLDINGS LTD., AND BRIAN OSTRANDER

RESTRICTED COURT ACCESS ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	OSLER, HOSKIN & HARCOURT LLP Barristers and Solicitors Suite 2700, Brookfield Place 225 – 6th Avenue S.W. Calgary AB T2P 1N2 Solicitors: Randal Van de Mosselaer / Emily Paplawski Telephone: (403) 260-7060 / (403) 260-7071 Facsimile: (403) 260-7024 Email: rvandemosselaer@osler.com / epaplawski@osler.com
--	---

DATE ON WHICH ORDER WAS PRONOUNCED: June 10, 2020

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice Jones

LOCATION OF HEARING: Calgary Courts Centre
601 – 5th Street SW
Calgary, AB

UPON THE APPLICATION OF Deloitte Restructuring Inc. (the “**Receiver**”), in its capacity as receiver and manager of all current and future assets, undertakings, and properties of every nature and kind whatsoever and wherever situate of 1764239 Alberta Ltd. (the “**Debtor**”) for an order sealing the Confidential Supplement (the “**Confidential Supplement**”) to the Second Report of the Receiver, dated May 31, 2021 (the “**Second Report**”); **AND UPON** having read the Receivership Order granted by the Honourable Madam Justice Campbell on July 22, 2020 (the “**Receivership Order**”), the Second Report, the Confidential Supplement, and the Affidavit of Service of Elena Pratt, sworn June ___, 2021; **AND UPON** hearing from counsel for the Receiver and any other interested party; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The Confidential Supplement shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4, Part 6 of the *Alberta Rules of Court*, and shall not form part of the public record until the earlier of:
 - (a) the closing of the Asset Purchase Agreement between Pukhraj Harjaap Alberta Ltd. (“**PHAL**”) and the Receiver, dated May 6, 2021;
 - (b) the discharge of the Receiver; or
 - (c) further order of this Honourable Court.

2. The Clerk of this Honourable Court shall file the Confidential Supplement in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY DELOITTE RESTRUCTURING INC. IN ITS CAPACITY AS THE COURT APPOINTED RECEIVER OF 1764239 ALBERTA LTD. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY JUSTICE JONES ON JUNE 10, 2021.

3. Leave is hereby granted to any person, entity or party affected by paragraphs 1 and 2 of this Order to apply to this Court for a further Order vacating, substituting, modifying, or varying the terms of this Order, with such application to be brought on notice to the Receiver and PHAL.

4. The Receiver is at liberty to apply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

5. The Receiver shall serve by courier, fax transmission, email transmission or ordinary post, a copy of this Restricted Court Access Order on all parties present at this Application and on all parties who are presently on the service list established in these proceedings and such service shall be deemed good and sufficient for all purposes.

J.C.Q.B.A.

SCHEDULE “C”

COURT FILE NUMBER	1801-08520
COURT	COURT OF QUEEN’S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	INNOVATION CREDIT UNION AND CONCENTRA BANK
DEFENDANTS	1764239 ALBERTA LTD., OSTRANDER FAMILY HOLDINGS LTD., AND BRIAN OSTRANDER

ORDER
(Approval of Fees Activities, Receiver’s Statement of Receipts and Disbursements)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	OSLER, HOSKIN & HARCOURT LLP Barristers and Solicitors Suite 2700, Brookfield Place 225 – 6th Avenue S.W. Calgary AB T2P 1N2 Solicitors: Randal Van de Mosselaer / Emily Paplawski Telephone: (403) 260-7060 / (403) 260-7071 Facsimile: (403) 260-7024 Email: rvandemosselaer@osler.com / epaplawski@osler.com
--	---

DATE ON WHICH ORDER WAS PRONOUNCED: June 10, 2020

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice Jones

LOCATION OF HEARING: Calgary Courts Centre
601 – 5th Street SW
Calgary, AB

UPON THE APPLICATION OF Deloitte Restructuring Inc. (the “**Receiver**”), in its capacity as receiver and manager of all current and future assets, undertakings, and properties of every nature and kind whatsoever and wherever situate of 1764239 Alberta Ltd. (the “**Debtor**”); **AND UPON** having read the Receivership Order granted by the Honourable Madam Justice Campbell on July 22, 2020 (the “**Receivership Order**”), the Second Report of the Receiver, dated May 31, 2021, including the Confidential Supplement thereto (the “**Second Report**”) and the Affidavit of Service of Elena Pratt, sworn June ____, 2021; **AND UPON** hearing from counsel for

the Receiver and any other interested party; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The Receiver's accounts and the accounts of its independent counsel, Osler, Hoskin & Harcourt LLP, as set out in the Second Report, are hereby approved.
2. The Receiver's Statement of Receipts and Disbursements, as set out in the Second Report, is hereby approved.
3. The actions, conduct and activities of the Receiver, as reported in the Second Report are hereby approved.
4. The Receiver shall serve by courier, fax transmission, email transmission or ordinary post, a copy of this Order on all parties present at this Application and on all parties who are presently on the service list established in these proceedings and such service shall be deemed good and sufficient for all purposes.

J.C.Q.B.A.