

**THE KING'S BENCH
WINNIPEG CENTRE**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3 AS AMENDED AND SECTION 55 OF *THE*
COURT OF KING'S BENCH ACT, C.C.S.C. C. C280

BETWEEN:

PRICEWATERHOUSECOOPERS INC.

**(solely in its capacity as court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and investment funds)**

Plaintiff

and

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS
FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST
NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED
PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS
DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE
MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE
GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED
PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.**

Defendants

**FIRST REPORT OF DELOITTE RESTRUCTURING INC.,
IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF 356 ASSINIBOINE
AVENUE LTD. AND DAKOTA ET AL.**

December 02, 2024

RECEIVER

DELOITTE RESTRUCTURING INC.

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Exhibit I – Statement of Receipts and Disbursements for the period March 28, 2024 to November 22, 2024

INTRODUCTION

1. On March 28, 2024, PricewaterhouseCoopers Inc. in its capacity as court-appointed receiver and manager of Bridging Finance Inc. and certain related entities and investment funds (“**PwC**”) made a motion to the Court of King’s Bench for Manitoba (the “**Court**”) seeking an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and Section 55 of *The Court of King’s Bench Act*, C.C.S.M. c C280, appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of each of 356 Assiniboine Avenue Ltd. (“**356**”), Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate Limited Partnership, Dakota Plains Wahpeton Oyate Economics Development Corporation, Dakota Plains Wahpeton Oyate Management Co. Ltd., and Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership (collectively, the “**Debtors**”) acquired for, or used in relation to or arising from the businesses carried on by the Debtors (collectively, the “**Property**”), including, but not limited to the lands and premises municipally known as 356 Assiniboine Avenue, in the City of Winnipeg, in the Province of Manitoba, and more specifically described as: LOT 241 BLOCK 2 PLAN 129 WLTO (W DIV) IN RL 1 PARISH OF ST. JOHN (the “**Real Property**”)
2. On March 28, 2024 (the “**Date of Receivership**”), the Honourable Justice G.L. Chartier granted an order (the “**Receivership Order**”) appointing Deloitte as Receiver in respect of the Property. A copy of the Receivership Order (attached hereto as **Exhibit A**) and other information regarding the receivership proceedings can be accessed on the Receiver’s website at www.insolvencies.deloitte.ca/en-ca/356AssiniboineAvWellnessCentre (the “**Receiver’s Website**”).
3. The Receivership Order provides, *inter alia*, that:
 - (a) No proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of the Court, and any and all Proceedings currently underway against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of the Court.

- (b) The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges and the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property as security for such fees and disbursements, both before and after the making of the Receivership Order, and the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any Person (as defined in the Receivership Order), but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA; and
 - (c) Any interested party may apply to the Court to vary or amend the Receivership Order on not less than seven (7) days’ notice to the Receiver, to PwC (the “**Bridging Receiver**”), and to any other party likely to be affected by the order sought or upon such other notice, if any, as the Court may order.
4. This, the first report of the Receiver (the “**First Report**”), is being filed to inform the Court as to the following:
- (a) The activities of the Receiver since the Date of Receivership;
 - (b) Details of the Debtors’ assets and liabilities including charges, security interests, and encumbrances registered against the Property; and
 - (c) The results of the Receiver’s Solicitation Process (as defined below).
5. Furthermore, the First Report, along with the confidential supplement to the First Report, to be filed (the “**Confidential Report**”), are being filed in support of the Receiver’s motion to this Honourable Court, currently returnable on December 9, 2024, seeking the following:
- (a) Approval of the Asset Purchase Agreement (as defined below) for the sale of the Business and the Property;
 - (b) Approval of the assignment of the Assigned Accounts (as defined below);
 - (c) Approval of the Receiver’s Holdback (as defined below);

- (d) Approval of the distributions of funds, after payment of the accrued liabilities, and retention of the Receiver's Holdback, to the Bridging Receiver on account of the 356 Indebtedness (as defined below);
- (e) Approval of the payment of any amounts remaining from the Receiver's Holdback to Bridging Receiver on account of the priority of the Bridging Finance Inc. Security up to the amount of the 356 Indebtedness;
- (f) Approval of the reported activities of the Receiver since the Date of Receivership in respect of administering these receivership proceedings;
- (g) Approval of the fees and disbursements of the Receiver and its legal counsel;
- (h) Approval of the Receiver's Statement of Receipts and Disbursements for the period March 28, 2024 to November 22, 2024;
- (i) An Order sealing the Confidential Report in the Court file; and
- (j) An Order providing for the discharge of the Receiver.

TERMS OF REFERENCE

- 6. In preparing this First Report, the Receiver has relied upon unaudited financial information, the books and records of the Debtors, and discussions with former management and current staff of the Debtors, interested parties, and the stakeholders of the Debtors.
- 7. The financial information of the Debtors has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this First Report may not disclose all significant matters about the Debtors. Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Receiver's attention.

Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.

8. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.
9. Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order.
10. Certain commercially sensitive and confidential information has been redacted from this report and is included in a Confidential Report, which the Receiver has requested to be sealed. This measure is to protect the interests of stakeholders and ensure that sensitive information remains secure until the transaction contemplated by the Asset Purchase Agreement is completed.

BACKGROUND

11. 356 is a corporation incorporated under the laws of Manitoba. 356 functions as a real estate holding company. The registered head office of 356 is located at 724-240 Graham Avenue, Winnipeg, Manitoba, R3C 0J7. Donald Smoke is listed as the sole director and officer of 356.
12. Pursuits LP is a limited partnership formed under the laws of Manitoba. Pursuits LP underwent a corporate name change on May 18, 2021, from its previous name, “Dakota Plains First Nation Active Pursuits Limited Partnership.” Pursuits LP’s place of business is the Real Property, and its mailing address is 700-330 St. Mary Avenue, Winnipeg, Manitoba, R3C 3Z5. Pursuits LP functions as a management company, and the general partner of this entity is ManagementCo.
13. ManagementCo. is a corporation incorporated under the laws of Manitoba to function as a management company. ManagementCo. underwent a corporate name change on April 21, 2021, from its previous name, “Dakota Plains First Nation Management Co. Ltd.” The

registered head office of ManagementCo is located at 724-240 Graham Avenue, Winnipeg, Manitoba, R3C 0J7.

14. DevelopmentCo. is a corporation incorporated under the laws of Manitoba to function as an economic development company for Dakota Plains. DevelopmentCo. underwent a corporate name change on April 21, 2021, from its previous name, “Dakota Plains First Nation Economics Development Corporation.” The registered head office of DevelopmentCo. is located at 724-240 Graham Avenue, Winnipeg, Manitoba, R3C 0J7.
15. Real Estate LP is a limited partnership formed under the laws of Manitoba. Real Estate LP underwent a corporate name change on April 21, 2021, from its previous name, “Dakota Plains First Nation Real Estate Limited Partnership.” Real Estate LP’s place of business is the Real Property, and its mailing address is P.O. Box 1246, Portage La Prairie, Manitoba, R1N 3J9. Real Estate LP functions as a real estate holdings company, and its general partner is Real Estate GP.
16. Real Estate GP is a corporation incorporated under the laws of Manitoba to function as a management company. Real Estate GP underwent a corporate name change on April 21, 2021, from its previous name, “Dakota Plains First Nation Real Estate GP Co. Ltd.” The registered head office of Real Estate GP is located at 724-240 Graham Avenue, Winnipeg, Manitoba, R3C 0J7.
17. 356 is the sole registered owner of the Real Property.
18. 356 holds legal title to the Real Property as nominee, agent, and bare trustee for Real Estate GP on behalf of Real Estate LP (the “**Beneficial Owner**”) subject to and in accordance with a trust agreement dated May 25, 2019 (the “**Trust Declaration**”).
19. Pursuant to a term sheet dated March 22, 2019 (the “**Term Sheet**”) between Dakota Plains and Bridging Finance Inc. (“**BFI**”), as agent, BFI agreed to provide a non-revolving, demand loan to Dakota Plains in the principal amount of \$5,500,000.00 (the “**Loan**”) to fund the acquisition and renovation of the Real Property and the renovations of the building situated thereon (the “**Wellness Centre**”). Interest accrues on amounts outstanding under

the Loan at the Bank of Montreal (“BMO”) Prime Rate, plus 11.05% per annum, calculated and payable on the last day of each month.

20. The Wellness Centre functions as short and medium-term housing for both First Nation individuals who travel to Winnipeg to receive medical treatment and their family members. The Wellness Centre operates like a hotel and has 21 rooms.
21. The Term Sheet was subsequently amended by a demand promissory note dated May 22, 2019, executed by Dakota Plains and the Debtors (collectively, the “**Borrower Parties**”), which increased the credit facility to \$5,555,000.00 plus interest (the “**Note**” and together with the Term Sheet, the “**Loan Agreement**”).
22. The Note provides that each of the Borrower Parties is jointly and severally liable and that each of the Debtors agrees to be bound by the Term Sheet (as amended by the Note) and if they were an original party thereto with Dakota Plains.
23. Under the Loan Agreement, the Borrower Parties agreed unconditionally to repay the Loan on the earliest of: (i) demand; (ii) the occurrence of an event of default; (iii) the receipt by the Borrower Parties of the proceeds of any financing; and (iv) twelve months from the date of the advance of funds with the right to renew for twelve additional months.
24. Pursuant to a band council resolution dated May 21, 2019, the Chief and Council of Dakota Plains ratified, approved, and confirmed that Dakota Plains agreed to the Loan and properly entered into the Loan Agreement.
25. The maturity date of the Loan was extended from May 22, 2020, to May 22, 2021, by amending agreement dated May 20, 2020.
26. As at February 29, 2024, the total amount owing by the Borrower Parties under the Loan is \$11,228,727.00 (the “**Indebtedness**”)
27. 356 granted BFI a mortgage in respect of the Real Property (the “**Mortgage**”), the terms of which provide that a receiver may be appointed over the Real Property upon occurrence of an Event of Default.

28. BFI is the only secured creditor registered on title to the Real Property. The only registrations other than those in favour of BFI are: (1) a public pathway easement in favour of the City of Winnipeg registered in 1991; and (2) the beneficial interest in the Real Property held by Real Estate GP, which was registered after the Mortgage.
29. Pursuant to an undated development agreement between Fusion Capital Corporation (“**Fusion Capital**”) and Dakota Plains (the “**Development Agreement**”), Fusion Capital served as the project manager for the renovation of Wellness Centre and as a property manager overseeing its operations until January 31, 2024, when its contract was terminated, pursuant to a letter dated January 4, 2024, sent by Donald Smoke of 356, to Fusion Capital’s president, Ross Ransby (the “**Termination Letter**”). The Termination Letter provides that management of the Wellness Centre would be transitioned to BDO Canada LLP, with the primary contact being Glenn Fleetwood.

POWERS OF THE RECEIVER

30. The Receiver’s powers are detailed in Paragraph 3 of the Receivership Order and include the power to take and maintain possession and control of the Property; the power to manage, operate, and carry on the business of the Debtors in connection with the Property; and the power to market and sell the Property (subject to Court approval if one sale exceeds \$100,000 or if in the aggregate the sales exceed \$500,000), among others.
31. The Receivership Order also empowers the Receiver to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as the Court may by further Order authorize) (the “**Borrowing Facility**”).

POSSESSION AND CONTROL OF THE PROPERTY

32. On the Date of Receivership, the Receiver attended at the Property to view the Property, the rooms and common areas. The property manager, Mr. Ramon Merino Jr. (the “**Management**”), informed the Receiver that only Management, staff, and existing tenant should have keys to the Property. Given Management’s continued involvement with the

Property and in order to avoid disruption to the existing tenants, the Receiver did not change any of the exterior or interior locks at the Property.

33. Management further advised the Receiver that the Property was being monitored by video surveillance, and the Receiver has ensured continued monitoring subsequent to the Date of Receivership.
34. The Receiver did not provide the short and long term guests with formal notice of the receivership proceedings but corresponded with the Management as at the Date of Receivership.
35. The Receiver has provided with the formal notice of the receivership proceedings to health authorities and service providers.
36. The Receiver made arrangements to access the company's financial records. The Receiver contacted BDO Canada LLP (the "**BDO**"), which was known to maintain the books and records, and obtained access to the accounting software. Access to the company's bank accounts was also secured to ensure ongoing financial oversight and control of receipts and disbursements.

ACTIVITIES OF THE RECEIVER

37. Since the Date of Receivership, the Receiver has undertaken the following activities with respect to the Property:
 - (a) Attended onsite at the Property on the Date of Receivership to meet with Management and staff to take possession and control of the Property;
 - (b) Discussed with Management the practicality of changing locks at the Property and determined that such action would likely be disruptive to existing guests and would not enhance security;
 - (c) Confirmed with Management that the on-site video surveillance equipment was functioning properly, and ensured that the equipment has continued to operate during the proceedings;
 - (d) Confirmed with Management that 356 had existing employees as at the Date of Receivership, and confirmed their continued employment;

- (e) Arranged with the Management for their continued involvement with the Property, particularly with respect to assisting with day to date operations of the Property including but not limited to preparing invoices, collection of payment, facilitating certain suite and common area repairs, and monitoring building security;
- (f) Oversaw business operations, ensured timely payments to service providers, managed the collection of funds for issued invoices, and facilitated the continued operation of the business;
- (g) Confirmed the existence of insurance coverage on the Property as at the Date of Receivership (and had the Receiver added as loss payee and additional named insured on the existing policy). The Receiver opted to cancel the Director's and Officer's coverage as there were no active directors;
- (h) Arranged and facilitated various inspections, repairs, and maintenance items at the Property with assistance from the Management and staff;
- (i) Maintained regular contact with the Management and staff to ensure all incidents of damage or disruptive behaviour involving individuals at the Property could be addressed;
- (j) Prepared a sales and solicitation package (the "**Solicitation Package**"), attached hereto as **Exhibit B**, and conducted a robust process to solicit interest in the Property from realtors, property managers, and investors (the "**Solicitation Process**");
- (k) Compiled confidential information related to the Property and provided same to parties who executed a confidentiality agreement (a "**Confidentiality Agreement**");
- (l) Negotiated a purchase agreement (the "**Asset Purchase Agreement**") with respect to the Property; and
- (m) Prepared, reviewed, and finalized this First Report and the Confidential Report.

OPERATIONS

38. On the Date of Receivership, three of the 21 guest rooms in the Property were occupied by a long-term guests with no known checkout dates, while the remaining rooms were available for short-term stays. One room was designated for the on-site manager, who resides there regularly, and one room remained unoccupied due to the need for renovations and repairs. The Property had an occupancy rate of 40-60%.

39. Since the Date of Receivership, the Receiver has worked closely with the Management to maintain the Property and maximize occupancy while the Property was marketed for sale.

ASSETS

40. At the Date of Receivership, the Receiver obtained a copy of Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd. accounts receivable from BDO (as at December 31, 2023) which indicated that \$ 229,053.15 was owing from five agencies.
41. From January 1, 2024 to the Date of Receivership, the bookkeeping system was not updated, and therefore, the invoicing information for this period was incomplete. The Receiver relied solely on the records maintained by the Management regarding issued invoices.
42. Since the Date of Receivership, a total of \$169,165.80 has been collected for pre-receivership issued invoices, and \$476,563.10 has been received for invoices issued after March 28, 2024. As of November 22, 2024, the outstanding amount receivable as per Management records is \$350,288.73.

REAL PROPERTY AND CAPITAL ASSETS

43. BDO advised that they had limited access to the accounting system and bank records and did not prepare detailed financial statements for the Property, and accordingly, no recorded book value of the Property was readily available. According to the City of Winnipeg Assessment and Taxation Department, the 2025 assessment roll (market value as at April 1, 2023) (the “**Tax Assessment**”) assessed the Property at \$1,553,000, inclusive of the adjacent parking lot. The Tax Assessment is attached hereto as **Exhibit C**.
44. As at the date of this First Report, the only other assets that have been brought to the attention of the Receiver include the furniture and fixtures in the 21 guest rooms, recreational area and dining area, office furniture and front desk, including computers and related inventory, bedding, and large kitchen and laundry appliances. Additionally, there are leased laundry equipment present at the Property, in connection with the lease of laundry room space at the Property in favour of Coinamatic Canada Inc. (“**Coinamatic**”). The Receiver has reviewed the matter and has concluded that the laundry equipment present in the laundry room space is the property of Coinamatic.

SEALING OF THE CONFIDENTIAL REPORT

45. The Receiver requests that the Court grant an order sealing the Confidential Report and that it remains under seal (the “Sealing Order”) until close of the Transaction as defined herein and the filing of the Receiver's Certificate. The Confidential Report is being provided to the Court and Bridging Receiver, and no other parties. The Confidential Report contains confidential information pertaining to the Solicitation Process, and the assets that have been conditionally sold, subject to Court approval.

SOLICITATION PROCESS

46. With the Bridging Receiver's consent, the Receiver initiated the Solicitation Process and distributed a request for proposals or offers to realtors, brokers, and prospective buyers starting July 2, 2024.

47. The Receiver prepared a Solicitation Package which was distributed to interested parties commencing July 2, 2024.

48. Certain of the terms and conditions detailed in the Solicitation Package included, but were not limited to, the following:

- (a) The Receiver was seeking proposals and/or offers from interested parties for the realization of the Property;
- (b) The Property was being offered for sale on an “as is, where is” basis;
- (c) The Receiver would not be obligated to accept the highest offer, or any proposal;
- (d) Viewings were to be coordinated with the Receiver, along with any information requests;
- (e) Proposals from realtors and brokers were to be submitted by July 12, 2024 and offers for the Property were to be submitted by August 9, 2024. At the request of participants in the Solicitation Process the Receiver extended the deadline for submissions of interest in the Property to September 6, 2024, and this change was communicated to all parties who had signed the Confidentiality Agreement (the “**Submission Deadline**”); and

(f) Interested parties seeking to purchase the Property would be required to submit a standard form of offer prepared by the Receiver, acknowledging that any offer accepted by the Receiver would be subject to Court approval.

(g) Interested parties were required to submit a standardized form of offer prepared by the Receiver in the form of a Letter of Intent (the "LOI"). The LOI stipulated that:

- i. the LOI was non-binding on the parties;
- ii. any agreement between the parties was subject to the execution of a definitive Purchase and Sale Agreement containing representations and warranties applicable in Court-appointed receiverships agreement would be in the form of a formal asset purchase agreement and signed by the parties;
- iii. any offer accepted by the Receiver would be subject to Court approval;
- iv. upon the Receiver's execution of the LOI and receipt of deposit funds held in trust, the Receiver would not consider or pursue other offers related to the subject matter of the LOI for the following five business days provided that an asset purchase agreement would be executed between the parties within said five business days.

49. Interested parties were identified through discussions with Bridging Receiver, industry contacts, and industry contact lists. Approximately twenty three (23) potential interested parties were contacted directly by the Receiver. The Solicitation Package was sent to fourteen (14) interested parties which included four (4) realtors and ten (10) property managers/investors. Confidentiality Agreements were executed by fourteen (14) interested parties (the "**Interested Parties**") who were provided with the confidential information related to the Property.

50. Pursuant to the solicitation process, the Receiver evaluated the offers received and on September 6, 2024, communicated to 10170120 Manitoba Ltd. ("101") that their non-

binding LOI (the "101 LOI") had been accepted and that following the receipt of the required deposit, the Receiver would commence negotiations in respect of completing a formal asset purchase agreement. 101 was advised that the APA would be subject to Court approval. Attached at **Exhibit D** is a copy of the redacted 101 LOI.

51. The Receiver and 101 commenced negotiations and exchanged various drafts and black-line changes of an asset purchase agreement.
52. On September 11, 2024 the exclusivity period under the LOI expired as no asset purchase agreement had been entered into by the parties on or before said date. The Receiver never received a request for any extension of the exclusivity period, nor was an extension of the exclusivity period granted.
53. The Receiver continued to negotiate with 101 after the expiration of the exclusivity period.
54. On October 16, 2024, the Receiver was presented with an offer (the "**GHFN LOI**"), from Garden Hill First Nation ("**GHFN**"). A redacted form of the GHFN LOI is attached hereto as **Exhibit E**.
55. While negotiations between the Receiver and 101 were well advanced at the time that the GHFN LOI was received, the negotiations had not been concluded between the parties and the asset purchase agreement being negotiated had not be finalized or signed by the parties.
56. The Receiver evaluated the GHFN LOI and determined that it was better than the 101 LOI. The Receiver presented the GHFN LOI to Bridging Receiver, along with its recommendation to pursue the GHFN LOI for the benefit of the Estate. With Bridging Receiver's consent, the Receiver, sought and obtained confirmation that the GHFN LOI was from a bona fide purchaser with the ability to complete the transaction. The Receiver requested and received the required deposit in support of the GHFN LOI on October 31, 2024.
57. Upon receipt of the deposit and after the Receiver had satisfied itself that the GHFN LOI was legitimate, the Receiver promptly advised 101 that the Receiver would no longer be

pursuing their offer and returned the deposit along with interest paid by 101 to 101.

58. The Receiver then commenced negotiations of an asset purchase agreement with GHFN.

59. On November 15, 2024, the Receiver was presented with a summary of 101's claim for costs totaling \$749,938.18, along with a copy of the corresponding claim statement. The claim statement will be appended to the Receiver's Confidential Report submitted separately. 101 has stated their intention to file materials in court and seek an Order from the Court compelling the Receiver to settle 101's claim for costs and damages or, in the alternative, an order compelling the Receiver to enter into an asset purchase agreement with 101.

60. The Receiver disputes the claims presented in the 101 claim statement. In good faith, the Receiver has made attempts to resolve this dispute but, as of the date of this First Report, the dispute remains unresolved.

61. Based on the Solicitation Process and the results therefrom, with the consent of Bridging Receiver, the Receiver entered into the Asset Purchase Agreement with Garden Hill First Nation dated November 22, 2024. A redacted version of the Asset Purchase Agreement is attached as **Exhibit F**.

62. The Receiver is seeks approval of the Solicitation Process and, the Asset Purchase Agreement and authorization for the Receiver to execute the Asset Purchase Agreement and complete the Transaction for the following reasons:

- (a) The consideration provided for in the Asset Purchase Agreement is superior to all other offers submitted during the Solicitation Process;
- (b) The Asset Purchase Agreement is expected to provide greater net realizations for the Debtors' assets than would be expected in a bankruptcy scenario;
- (c) Approval of the Asset Purchase Agreement and completion of the transaction contemplated therein will largely conclude this matter and allow the Receiver to cease incurring the costs of holding and operating the business at the Real Property, a cost currently being borne exclusively by Bridging Receiver;

- (d) Bridging Receiver is the primary secured creditor with approximately \$11,228,727.00 of debt owing as at the Date of Receivership. Although Bridging Receiver will incur a significant loss on the sale, the completion of the transaction under the Asset Purchase Agreement will maximize recoveries in the circumstances; and
 - (e) The Receiver is of the view that continuing to market the property is unlikely to result in a higher overall recovery or improve upon the existing Asset Purchase Agreement and the Receiver's continued involvement in the day to day management of the Wellness Centre will reduce its overall profitability;
63. The Receiver has discussed and shared all the offers and proposals received in respect of the Property with the Bridging Receiver, and the Bridging Receiver is in support of the Asset Purchase Agreement.
64. The Solicitation Process was conducted with fairness, impartiality, and transparency with a view to maximizing the recovery for the estate.

CREDITOR CLAIMS AND PROPOSED DISTRIBUTIONS

65. The Receiver's independent legal counsel, Taylor McCaffrey LLP, has conducted an independent review of the validity and enforceability of the BFI Security as it relates to 356 and Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd., the Debtors who are selling assets in the Transaction (the "**Security Opinion**") and has opined that the BFI Security is valid and enforceable and ranks in priority to any subsequently appointed trustee in bankruptcy.
66. The Receiver has also reviewed the validity and priority of the secured and priority claims that have been identified, and the Receiver advises as follows:
- (a) At the Date of the Receivership, 356's records indicated an outstanding balance of \$10,111.67 in unremitted payroll source deductions identified by the Canada Revenue Agency ("**CRA**") during a payroll trust examination. The Receiver has made this payment and believes the amount claimed by CRA is the result

of a timing issue and expects it to be resolved by year-end following the tax reconciliation. There are no known debts owing on any goods and services tax (“GST”) related to the Property; and

- (b) In accordance with a City of Winnipeg Tax Statement and Account Status report dated September 06, 2024, attached hereto as **Exhibit C**, the outstanding property taxes due and owing as at September 06, 2024, in relation to the Property were \$2,500.01 (the “**Property Tax Claim**”). Since July 1, 2024 the Property has been enrolled in the Tax Installment Payment Plan (“**TIPP**”) with monthly payments of \$835.00 being made regularly. The exact amount of property taxes outstanding as of the possession date will be determined based on the most recent statement available at that time.

- 67. Subject to the repayment of the Receiver’s Court authorized Borrowing Facility (further discussed below), the Property Tax Claim, and any other necessary reserves from the sale proceeds (the “**Proceeds**”) the Receiver determines may be necessary to account for payments to employees and suppliers up to the date of closing, as well as the Estimated Receiver Fees, and the Estimated Legal Fees (all terms as defined below) (collectively the “**Receiver’s Holdback**”), the Receiver is proposing to distribute the balance of the Proceeds (the “**Residual Proceeds**”) to Bridging Receiver on account of the priority of the BFI Security, up to the value of the 356 Indebtedness (the “**Proposed Distributions**”).
- 68. Other unsecured creditors include third party service providers who are not claiming any security interest in the Property. As at the Date of Receivership, the Debtors listed unsecured creditors with claims of approximately \$8,832.41 in aggregate.
- 69. At the Date of Receivership, the Debtors had ten employees on a contract basis, the employees continued their duties under the existing terms of their contracts, without entering into new agreements as the business continued to operate. The Receiver has paid all wages earned since the Date of the Receivership. On June 03, 2024, with the approval of Bridging Receiver, the Receiver increased staff wages by \$1 per hour and included a night shift premium of \$1 per hour. Accordingly, the Receiver determined that there was no requirement to file under the Wage Earner Protection Program (“**WEPP**”).

ASSIGNMENT OF ACCOUNTS

70. In accordance with paragraph 3(l) of the Receivership Order, the Receiver was empowered by the Court *to sell, convey, transfer, lease, or assign the Property or any part or parts thereof out of the ordinary course business*. In addition to purchasing the Property, Garden Hill First Nation Offer contemplates the following accounts (Collectively the “**Assigned Accounts**”), being assigned to Garden Hill First Nation:

- (a) All existing commercial agreements and accounts;
- (b) The lease agreement with Coinamatic related to certain laundry room space at the Property; and
- (c) The supply agreement with Prairie West Industries (2000) Ltd, which provides cleaning products to the Property, subject to their terms regarding continued ownership and removal of equipment if the relationship is not maintained.

71. The Receiver is of the view that Garden Hill First Nation will be able to perform the obligations under the Assigned Accounts, and that the assignment of the Assigned Accounts is appropriate in the circumstances.

FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL

72. Pursuant to paragraph 19 of the Receivership Order, the Receiver and its legal counsel shall pass their accounts from time to time. The Receiver is of the view that the primary party of interest is the Bridging Receiver given that they hold a priority interest over all of the Property of the Debtors (subject to the Property Tax Claim) and will suffer a shortfall on the 356 Indebtedness. The Bridging Receiver has been served with this First Report, has reviewed the contents of the Confidential Report, and has been provided with all the invoices of the Receiver within these proceedings.

73. Attached as **Exhibit G** is a summary of the invoices of the Receiver for fees and disbursements incurred during the course of the proceedings for the period March 28, 2024 to November 22, 2024. The Receiver’s accounts total \$517,060.15 in fees and disbursements, excluding GST. The Receiver estimates that its fees and disbursements to

finalize this First Report and the Confidential Report, prepare for and attend the December 09, 2024 hearing, and to finalize the Receiver's discharge will be approximately 75,000 (plus GST) (the "**Estimated Receiver Fees**").

74. The fees charged by the Receiver are based on the amount of professional time required at hourly billing rates, which vary depending upon the experience level and location of professionals involved. The average blended hourly rate charged by the Receiver in these proceedings for invoices issued to date is \$605.94 per hour. The rates charged by the Receiver are the normal rates and charges for engagements of this nature and are comparable to the rates charged for the provision of services by other professional firms providing specialized financial advisory services.
75. The Receiver is of the view that its fees and disbursements are fair and reasonable in the circumstances and have been duly rendered in response to the required and necessary duties of the Receiver in accordance with the provisions of the Receivership Order.
76. Attached as **Exhibit H** is a summary of the invoices of the Receiver's legal counsel for fees and disbursements incurred during the course of the proceedings for the period March 28, 2024 to November 22, 2024. The accounts total \$58,066.26 in fees and disbursements including Provincial Sales Tax and GST. The Receiver's legal counsel estimates that its fees and disbursements to prepare for and attend the December 09, 2024 hearing and to assist with finalizing the Receiver's discharge will approximate \$63,000 (plus taxes) (the "**Estimated Legal Fees**").
77. The Receiver has reviewed the invoices rendered by its legal counsel and finds them reasonable and validly incurred in accordance with the provisions of the Receivership Order.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

78. The Receiver has prepared a Statement of Receipts and Disbursements for the period March 28, 2024 to November 22, 2024 for the Debtors, a copy of which is attached hereto as **Exhibit I**. Total receipts were \$1,750,945.73, including the deposit received as part of the sale process and total disbursements were \$828,890.04, resulting in \$922,055.69 being

held in trust by the Receiver.

79. As at the date of this First Report, in accordance with paragraph 21 of the Receivership Order, the Receiver has not borrowed any funds from the Court authorized Borrowing Facility to fund the receivership proceedings. Accordingly, there are no outstanding amounts owed, and no repayment to the Borrowing Facility is required prior to distributing the Residual Proceeds to PwC.

APPROVALS SOUGHT

80. The Receiver believes that, other than closing the transactions proposed by the Asset Purchase Agreement, if it is approved and completing the Proposed Distributions and certain administrative matters, the Receiver's mandate pursuant to the Receivership Order (the "**Receiver's Mandate**") will be substantially complete.

81. For the reasons outlined above, the Receiver respectfully requests that the Court provide an Order:

- (a) Approving the Garden Hill First Nation Asset Purchase Agreement for the purchase of the Property;
- (b) Approving the assignment of the Assigned Accounts;
- (c) Approving the payment of the Property Tax Claim;
- (d) Approving the Receiver's Statement of Receipts and Disbursements for the period March 28, 2024 to November 22, 2024;
- (e) Approving, subject to the retention of the Receiver's Holdback, payment of the balance of the funds held in trust to Bridging Receiver on account of the priority of the BFI Security up to the amount of the 356 Indebtedness;
- (f) Approving payment of any amounts remaining from the Receiver's Holdback to Bridging Receiver on account of the priority of the BFI Security up to the amount of the 356 Indebtedness;

- (g) Sealing the Confidential Report in the Court file until the closing of the transaction contemplated under the Asset Purchase Agreement and the filing of the Receiver's Certificate;
- (h) Approving all activities, actions, and proposed courses of action of the Receiver (collectively, the “**Actions of the Receiver**”) to date in relation to the discharge of its duties and the Receiver’s Mandate pursuant to the Order of this Court in these proceedings, as such actions of the Receiver are more particularly described in this First Report and the Confidential Report;
- (i) Approving the fees and disbursements of the Receiver and its legal counsel for the period March 28, 2024 to November 22, 2024, and March 28, 2024 to November 22, 2024 respectively;
- (j) Approving the Receiver’s Holdback to complete the within application and to finalize the receivership proceedings, without the requirement of taxation or formal passing of accounts;
- (k) That upon payment of the Proposed Distributions and any amounts remaining from the Receiver’s Holdback to Bridging Receiver, the Receiver shall be discharged as Receiver, provided that notwithstanding such discharge:
 - i) The Receiver shall remain Receiver for the performance of such routine administrative tasks as may be required to complete the administration of these proceedings; and
 - ii) The Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections, and stays of proceedings in favor of Deloitte in its capacity as Receiver;
- (l) That upon the Receiver filing with this Honourable Court its discharge certificate (the “**Receiver’s Discharge Certificate**”) confirming that the Receiver has completed the Receiver’s Mandate, that Deloitte be discharged from any and all liability, save and except for any liability arising out of gross negligence or willful misconduct on

the part of the Receiver; and

- (m) Granting such further and other relief that the Court considers just and warranted in the circumstances.

All of which is respectfully submitted at Winnipeg, Manitoba, this 2nd day of December, 2024.

DELOITTE RESTRUCTURING INC.

in its capacity as Court-appointed Receiver of the Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership, Dakota Plains Wahpeton Oyate Economics Development Corporation, Dakota Plains Wahpeton Oyate Management Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate Limited Partnership, and 356 Assiniboine Avenue Ltd. and not in its personal or corporate capacity

Per:



Toni Vanderlaan, CA CPA CIRP LIT CTP
Senior Vice-President

Exhibit A – Receivership Order

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY
ACT R.S.C. 1985, c. B-3 AS AMENDED AND SECTION 55
OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c C280

BETWEEN:

PRICEWATERHOUSECOOPERS INC.
**(solely in its capacity as court-appointed receiver and manager of Bridging
Finance Inc. and certain related entities and investment funds)**

Plaintiff,

-and-

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS
FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS
FIRST NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS
LIMITED PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS
DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE
MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE
GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED
PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.**

Defendants.

ORDER
(Appointing Receiver)

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THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY
ACT R.S.C. 1985, c. B-3 AS AMENDED AND SECTION 55
OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c C280

THE HONOURABLE MR.)	THURSDAY, THE 28 th
)	
JUSTICE CHARTIER)	DAY OF MARCH, 2024

BETWEEN:

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as court-appointed receiver and manager of Bridging
Finance Inc. and certain related entities and investment funds)

Plaintiff,

-and-

DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS
FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS
FIRST NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS
LIMITED PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS
DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE
MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE
GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED
PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.

Defendants.

ORDER
(appointing Receiver)

THIS MOTION made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and Section 55 of *The Court of King's Bench Act*, C.C.S.M. c C280 (the "**CKBA**"), appointing Deloitte Restructuring Inc. as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the current and future assets, undertakings and properties (collectively, the "**Property**") of each of 356 Assiniboine Avenue Ltd., Dakota Plains Wahpeton Oyate

Real Estate GP Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate Limited Partnership, Dakota Plains Wahpeton Oyate Economics Development Corporation, Dakota Plains Wahpeton Oyate Management Co. Ltd., and Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership (collectively, the "**Debtors**") acquired for, or used in relation to or arising from the businesses carried on by the Debtors, including, but not limited to the lands and premises municipally known as 356 Assiniboine Avenue, in the City of Winnipeg, in the Province of Manitoba (the "**Real Property**") was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the Affidavit of Graham Page sworn March 19, 2024 and on hearing the submissions of counsel for the Plaintiff, counsel for the Defendants, no one appearing for any other interested party although duly served as appears from the Affidavit of Service of Chantale DeBlois sworn March 27, 2024 and on reading the consent of Deloitte Restructuring Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and Section 55 of the CKBA, Deloitte Restructuring Inc. is hereby appointed Receiver of the Property.

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the businesses, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies, rents, profits, accounts and other receipts now owed or hereafter owing to the Debtors arising from the Property or any part thereof and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price

exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 59(10) of *The Personal Property Security Act* (Manitoba), or section 134(1) of *The Real Property Act* (Manitoba), as the case may be, shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

- (s) to assign the Debtors, or any of them, into bankruptcy pursuant to the BIA; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the businesses or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body of the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating

to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which any of the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are

paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall

maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, *The Environment Act* (Manitoba), *The Water Resources Conservation Act* (Manitoba), *The Contaminated Sites Remediation Act* (Manitoba), *The Dangerous Goods Handling and Transportation Act* (Manitoba), *The Public Health Act* (Manitoba) or *The Workplace Safety and Health Act* (Manitoba), and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to an Associate Judge of this Honourable Court.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the Plaintiff and the Receiver be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other

correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or electronic transmission to the Debtors, the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of each of the Debtors and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

25. THIS COURT ORDERS that counsel for the Receiver shall prepare and keep current a service list ("**Service List**") containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Plaintiff; the Receiver; and each creditor or other interested Person who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each Person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph 26 herein. **For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List, shall not be required to be further served in these proceedings.**

26. THIS COURT ORDERS that the Plaintiff, the Receiver, and any party on the Service List may serve any court materials in these proceedings by facsimile or by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at www.insolvencies.deloitte.ca/en-ca/356AssiniboineAvWellnessCentre Service shall be deemed valid and sufficient if sent in this manner.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

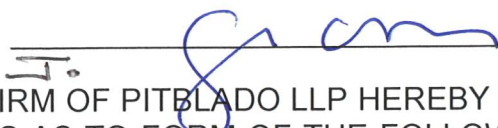
29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a solicitor-client basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

March 27, 2024


I, CATHERINE HOWDEN OF THE FIRM OF PITBLADO LLP HEREBY CERTIFY THAT
I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES:
AS DIRECTED BY THE HONOURABLE JUSTICE CHARTIER.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of all of the current and future assets, undertakings and properties of each of 356 Assiniboine Avenue Ltd., Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate Limited Partnership, Dakota Plains Wahpeton Oyate Economics Development Corporation, Dakota Plains Wahpeton Oyate Management Co. Ltd., and Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership (collectively, the "**Debtors**") acquired for, or used in relation to or arising from the businesses carried on by the Debtors, including, but not limited to the land and premises municipally known as 356 Assiniboine Avenue, Winnipeg, in the Province of Manitoba (the "**Real Property**"), and more specifically described as: LOT 241 BLOCK 2 PLAN 129 WLTO (W DIV) IN RL 1 PARISH OF ST. JOHN and including all proceeds thereof (collectively, the "**Property**") appointed by Order of Justice Chartier of the Manitoba Court of King's Bench (the "**Court**") dated the 28th day of March, 2024 (the "**Order**") made in an action having Court file number CI23-01-43781, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the

Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20____.

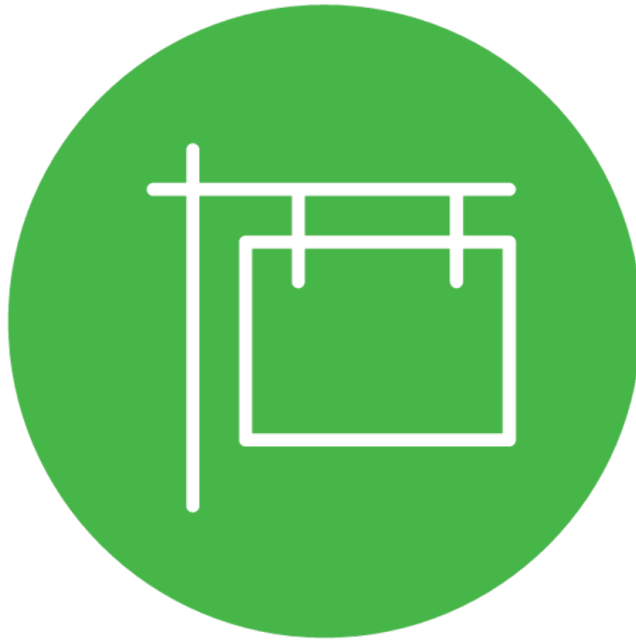
Deloitte Restructuring Inc., solely in its
capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

Exhibit B – Invitation for Proposals or Offers



356 Assiniboine Avenue Ltd., Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate Limited Partnership, Dakota Plains Wahpeton Oyate Economics Development Corporation, Dakota Plains Wahpeton Oyate Management Co. Ltd., and Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership – In Receivership

Request for Proposals or Offers

July 02, 2024

Introduction and Disclaimer

On March 28, 2024 Deloitte Restructuring Inc. ("**Deloitte**") was appointed by Order of the Court of King's Bench of Manitoba (the "**Receivership Order**"), as receiver and manager (the "**Receiver**") without security, of all of the assets, undertakings and properties of each of 356 Assiniboine Avenue Ltd., Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate Limited Partnership, Dakota Plains Wahpeton Oyate Economics Development Corporation, Dakota Plains Wahpeton Oyate Management Co. Ltd., and Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership (collectively, the "**Debtors**") acquired for, or used in relation to or arising from the businesses carried on by the Debtors, including, but not limited to the lands and premises municipally known as 356 Assiniboine Avenue, in the City of Winnipeg, in the Province of Manitoba (the "**Real Property**"), and more specifically described as: LOT 241 BLOCK 2 PLAN 129 WLTO (W DIV) IN RL 1 PARISH OF ST. JOHN and including all proceeds thereof (collectively, the "**Property**"). Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd. (the "**Business**") operates and manages Orville Smoke Wellness Centre at 356 Assiniboine Avenue.

This Information Summary (the "**Summary**") is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than as outlined herein. The Receiver does not assume responsibility or liability for losses occasioned to any parties as a result of the circulation, publication, reproduction, or use of the Summary.

The information provided herein was obtained from the books and records of the Debtors as well as from discussions with various parties. This Summary is being provided for the sole use of prospective agents/purchasers in considering their interest in selling or acquiring the Property on behalf of/from the Receiver and does not purport to contain all of the information relating to the Property that a party may need or desire. As such, interested parties should conduct their own investigation and due diligence on the Property, the Business and the information contained in this Summary. The Receiver specifically notes that it has not independently verified or audited any of the information contained herein. The Receiver provides no representation or warranty as to the accuracy or completeness of the information contained in this Summary and shall have no liability for any representations expressed or implied herein, or for any omissions from this Summary or for any other written or oral communication transmitted to parties in the course of their evaluation of the Property. The Receiver makes no representations or warranties of any kind relating to the Property or the Business, expressed or implied, including, without limitation, as to the description, condition, suitability for purpose, size, quantity, or value of the Property/Business. The Receiver is selling the Property/Business on an "as is, where is" basis.

The Opportunities

The Property and a Business refers to the operation and management of a facility in a form of a wellness centre which provides accommodation for indigenous people travelling from remote and northern locations for medical purposes located at 356 Assiniboine Avenue in Winnipeg, Manitoba.

Proposal to Realtors and Brokers

The Receiver is currently seeking proposals from realtors and brokers to assist with the realization of the Property and the Business (the "**Proposal**"). The successful proponent must be licensed to sell real estate and business associated with it in the province of Manitoba, demonstrate an understanding of sales within the context of a receivership process, have recent experience selling comparable types of properties, and have the ability to market the Properties to commercial investors.

Any Proposal must include:

- A detailed sales and marketing strategy including proposed timeframes, marketing budgets, and any related costs;

- Proposed commission structure;
- A summary of experience marketing similar commercial properties;
- Proposed listing price and estimated sale price for the Property; and
- Any other information the proponent considers pertinent to the Proposal.

Proposal to Prospective Buyers

The Receiver is also considering offers (the “**Offer**”) for the purchase of the Business and the Property.

Any Offer must:

- Be made in writing to the Receiver, in the form provided by the Receiver;
- Detail the name of the principal/entity making the Offer;
- Detail the offered price and any financial terms and conditions to which the Offer is subject;
- Outline the source of financing for the Offer;
- Outline the proposed closing date; and
- Acknowledge that any sale is on an “as-is, where-is” basis with no representations or warranties of any kind from the Receiver.

A form of Offer can be obtained from the Receiver.

The Business

Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd. operates and manages 356 Assiniboine Avenue Wellness Centre, currently listed for sale. A facility which provides short and long-term accommodation for indigenous people travelling from remote and northern locations for medical purposes. This offering includes both the business operations and the property, providing a unique opportunity for an investor to acquire a turnkey operation in the hospitality sector.

Financial Performance

The financial performance of Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd. for the calendar year 2023 is summarized as follows and the copy of the financial statements included in the Appendix 1:

Profit and loss overview CY2023

CAD'000	CY23
Revenue	1,050
Expenses	(2,495)
Net profit/(loss)	<u>(1,444)</u>

Total 2023 expenses include interest on the construction loan of \$1,402,686.

Balance sheet highlights as at December 31, 2023

Balance sheet CY2023

CAD'000	Dec-23
Current assets	
Cash	217
Accounts receivable	229
Other assets	0
	447
Non-current assets	
Property, plant, and equipment	5,997
Deferred mortgage fees	13
	6,010
Total assets	6,456
Current liabilities	
Accrued interest payable	(4,030)
Other payables	(1)
	(4,031)
Non-current liabilities	
Borrowings	(5,279)
	(5,279)
Net assets	(2,854)
Equity	
Share capital	0
Profit for the year	228
Retained earnings	(3,073)
Total equity	(2,845)

Loan and Receivership

The secured lender for Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd. is Bridging Finance Inc., who issued the non-revolving demand loan on March 22, 2019, in the principal amount of \$5,550,000. The maturity date of the loan was May 22, 2020; however, the date was extended to May 22, 2021. According to the books and records of Bridging, as at February 29, 2024, the total amount owing by the Debtors under the Loan is \$11,228,727. Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd. has repaid \$165,000 with the last payment made on April 13, 2023. As a result of the non-payment of this obligation, the Business has been assigned into Receivership. The total outstanding loan and accrued interest significantly contributes to the current liabilities.

Property and assets

The Property has an assessed value for tax purposes of \$1,495,000.

Investment opportunity

This sale represents an opportunity for buyers looking to enter or expand within the hospitality industry.

Interested parties are encouraged to conduct their due diligence and consider the long-term potential of acquiring the Business and Property.

The Property

The Property that the Receiver is seeking to sell is as follows:

Property Address	356 Assiniboine Avenue in Winnipeg, Manitoba, https://www.dakotaplainswellnesscenter.com/rooms.php
Type of Property	Multi-family unit
Legal Description	<ul style="list-style-type: none"> Title Number 3008070: LOT 241 BLOCK 2 PLAN 129 WLTO (W DIV) IN RL 1 PARISH OF ST. JOHN
Zoning	RESAP - Apartments
Roll Number	12092716000
2024 Property Taxes	\$14,038.01
2024 Assessment Roll Value	\$1,495,000
Assessed Land Area	10,666 sq. feet
Unit descriptions	<p>Dakota Plains Wahpeton Family Wellness Centre. Dry centre, no drugs or alcohol permitted. Room & boarding facility with 47 beds for individuals who are the pre and post medical treatment patients through Health Canada stay when travelling to Winnipeg. No medical or therapy treatments provided at facility. There is a kitchen facility onsite to provide 3 meals a day.</p> <p>21 Suites</p> <p>Parking:</p> <ul style="list-style-type: none"> 12 Surface spaces
Building Age	Built in 1959, refurbished in 2019



Proposal Deadline

All Proposals must be submitted in writing, delivered by email or facsimile, and received by Kateryna Khan of the Receiver's office at Suite 2300, 360 Main Street, Winnipeg, MB R3C 3Z3 by no later than **12:00 noon Central Daylight Time on Friday the 12th day of July, 2024 (the "Proposal Deadline Date")**.

Offer Deadline

An Offer must be submitted in writing, delivered by email or facsimile, and received by Kateryna Khan of the Receiver's office at Suite 2300, 360 Main Street, Winnipeg, MB R3C 3Z3 by no later than **12:00 noon Central Daylight Time on Friday the 6th day of September, 2024 (the "Offer Deadline Date")**.

Terms and Conditions

The Receiver is not in any way under any obligation to accept any Proposal or Offer received (including the most favorable Proposal or highest Offer) and all decisions respecting the acceptance or rejection by the Receiver of any Proposal or Offer shall be made at the Receiver's sole discretion. The Receiver shall be entitled to accept Proposals or Offers prior to the Deadline Date.

The Receiver reserves the right to secure any necessary clarifications with respect to any Proposal or Offer received. Further, this Invitation for Proposals can be cancelled and/or reissued without any obligations.

Any cost or expense incurred by the prospective Buyer, Realtor or Broker that is associated with the preparation of the Proposal or Offer shall be borne solely by the prospective Buyer, Realtor or Broker.

Any Proposal or Offer submitted to the Receiver must provide acknowledgment of the following:

- That the acceptance by the Receiver of any Offer will require approval of the Court, and the acceptance of any Proposal may also require approval of the Court;
- That no contract nor agreement providing for any transaction or retainer shall be deemed to exist unless and until a definitive agreement between the Receiver and Prospective Buyer, Realtor or Broker has been executed and delivered and approval of the Court is obtained;
- That until a binding agreement is entered into and the Court has approved the transaction, neither the Prospective Buyer, Realtor or Broker will be under any legal or equitable obligation of any kind whatsoever with respect to or involving the Property, Real Property or Business;
- That the Property and any related assets are to be disposed of by the Receiver on an "as is, where is" basis; and
- That the Receiver makes no representations or warranties of any kind relating to the Property, expressed or implied, including as to the description, condition, suitability for purpose, size, quantity, or value of the Property, nor with respect to the completeness of the information shared.

Questions / Further Information / Viewings

Any questions or requests for further information or viewing of the Properties should be directed to Deloitte Restructuring Inc., whose contact information is listed below.

DELOITTE RESTRUCTURING INC.

In its capacity as Receiver of Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership, Dakota Plains Wahpeton Oyate Economics Development Corporation, Dakota Plains Wahpeton Oyate Management Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate Limited Partnership and 356 Assiniboine Avenue Ltd.

Suite 2300 – 360 Main Street
Winnipeg, MB, R3C 3Z3

Attention: Kateryna Khan

Telephone: (204) 944 2319

Facsimile: (204) 947-9390

Email: katkhan@deloitte.ca

Appendix 1

Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

Balance Sheet

As of December 31, 2023

	TOTAL
Assets	
Current Assets	
Cash and Cash Equivalent	
1000 TD Business Plan - Chequing	219,500.14
1005 TD Business Plan - Savings	0.00
1010 ATM Cash in/Cash Out	-2,090.00
9999 Suspense	-22.99
Meals and Entertainment	40.94
Undeposited Funds	0.00
Total Cash and Cash Equivalent	\$217,428.09
Accounts Receivable (A/R)	
Accounts Receivable (A/R)	229,272.11
Total Accounts Receivable (A/R)	\$229,272.11
1200 Accounts Receivable	-304.03
1210 GST Rebate Receivable	-1,033.97
1270 Accrued Interest Receivable	0.00
1610 Refundable Deposits	1,155.35
1621 Due to DPWO Management	4,309.96
1622 Due to DPWO Econ Dev	3,922.48
1700 Investments - Other	100.00
Total Current Assets	\$454,849.99
Non-current Assets	
Property, plant and equipment	
1800 Computer Equipment	19,041.28
1801 Accumulated Amortization	-15,814.86
1803 Vehicles	8,347.93
1804 Accumulated Amort - Vehicle	-27,825.52
1805 Furniture and Fixtures	150,568.70
1806 Accumulated Amort - Furniture	-67,128.39
1810 Land	290,000.00
1820 Buildings	240,810.95
Depreciation	-465,606.42
Original cost	5,543,763.83
Total 1820 Buildings	5,318,968.36
1880 Leasehold Improvements	
Original cost	290,383.03
Total 1880 Leasehold Improvements	290,383.03
2021 Fixed Asset Furniture and Fixtures	30,317.11
Total Property, plant and equipment	\$5,996,857.64
4600 Deferred Mortgage Fees	12,883.20
Total Non Current Assets	\$6,009,740.84
Total Assets	\$6,464,590.83

Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

Balance Sheet

As of December 31, 2023

	TOTAL
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable (A/P)	
Accounts Payable (A/P)	1,761.80
Total Accounts Payable (A/P)	\$1,761.80
Credit Card	
3781 CWB Visa	0.00
4005 American Express 4005	1,550.00
5365 Visa 5365	-1,410.95
8935 Capital One Mastercard	-515.18
8935 CIBC Mastercard	-348.43
Amex 31008	-753.33
CIBC 5365	302.40
Scotia GMC Visa 8014	521.82
Total Credit Card	\$ -653.67
2350 GST Payable	18,771.17
2390 Accrued Interest Payable	4,029,574.36
3495 Current Liabilities	3,500.00
GST/HST Payable	-149,753.09
GST/HST Suspense	127,683.21
PST Payable (MB)	0.00
PST Suspense (MB)	57.66
Total Current Liabilities	\$4,030,941.44
Non-current Liabilities	
2020 Bridging Long Term Loan	5,279,075.88
Total Non-current Liabilities	\$5,279,075.88
Total Liabilities	\$9,310,017.32
Equity	
2900 Opening Balance Equity	0.00
2910 Share Capital	100.00
Retained Earnings	-3,073,193.06
Profit for the year	227,666.57
Total Equity	\$ -2,845,426.49
Total Liabilities and Equity	\$6,464,590.83

Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

Profit and Loss

January - December 2023

	TOTAL
INCOME	
1001 Deposits / Returned Bank Fees	14,131.85
3400 Miscellaneous Income	22,461.03
3410 Red Cross Room Rental	226.19
6061 Wasagamack - Income Room	27,991.00
6062 Wasagamack - Food	399.84
7009 FNIHB - Parking	1,530.00
7010 FNIHB Income - Room	595,736.50
7011 FNHIB Income - Food	341,264.56
7015 Miscellaneous Guest Fees	3,323.70
7120 Sioux Valley Dakota MB - Parking	30.00
8920 ATM Fee Income	311.70
Interest rate	214.49
Non-FNHIB Income	66.93
7012 Air BNB - Room	4,029.34
7013 Air BNB Cleaning Charges	922.48
7016 NCN - Rooms	20,927.30
7017 NCN - Food	6,338.40
7020 Cash Guests - Rooms	3,782.11
7021 Cash Guest - Food	101.34
7022 Sioux Valley Dakota MB - Rooms	2,386.75
7023 Sioux Valley Dakota MB - Food	1,920.00
7024 Swan Lake FN - Rooms	1,275.00
7025 Swan Lake FN - Food	915.00
Total Non-FNHIB Income	42,664.65
Unapplied Cash Payment Income	0.90
Total Income	\$1,050,286.41
GROSS PROFIT	\$1,050,286.41
EXPENSES	
3020 Repairs & Maintenance	-3,325.31
3021 Pest Control	300.00
3022 Landscaping / Snow Removal	6,553.00
3024 General Maintenance and Repairs	834.01
3025 Plumbing	5,995.52
3026 Electrical	450.00
3028 Life Safety (Alarms, Panel)	6,125.75
8977 Garbage Removal	302.90
Total 3020 Repairs & Maintenance	17,235.87
4035 Construction Management Fees	2,857.14
5040 Interest Incurred on Construction Loans	1,402,586.07
5041 Amortization of Deferred Mortgage Fees	11,470.80
6600 Payroll Expenses	1,285.50
1255 Employee Benefits	15,220.53
4015 Source Deductions - Employer Portion	31,773.05

Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

Profit and Loss

January - December 2023

	TOTAL
8712 Payroll Administration	6,024.99
Total 6600 Payroll Expenses	54,304.07
6601 Payroll	
4010 Resident Manager	16,000.00
4012 Cleaning Staff	64,166.11
4013 Front Desk Staff	95,943.50
4016 Kitchen Staff	66,458.96
4017 General Manager	59,997.24
Total 6601 Payroll	302,565.81
8270 Administrative / Office Expenses	10,980.96
4030 Property Management Fees	100,175.00
4033 Coordination Fee	1,820.00
4810 Property Taxes	26,959.40
4910 Insurance	37,707.71
6005 Automobile Expense	1,925.17
7014 Air BNB Processing Fees	3,441.53
8713 Community Engagement Expense	14,850.00
8714 Marketing Fee	17,355.00
8740 Media / Adverstising	234.98
8940 Processing Fees - Credit Card Fees	1,028.48
8950 Bank Charges	906.61
8978 Website & Software	2,321.27
Total 8270 Administrative / Office Expenses	219,706.11
8274 Kitchen	1,454.04
8272 Kitchen Supplies Expenses	14,785.25
8273 Food - Kitchen	97,094.05
Total 8274 Kitchen	113,333.34
8460 Travel / Meeting Expenses	1,854.20
8600 Laundry & Cleaning	
8271 Cleaning Supplies	10,350.28
8930 Laundry Rental Costs	1,637.10
Total 8600 Laundry & Cleaning	11,987.38
8710 Professional Services	-2,354.00
8709 Accounting Services	-1,397.00
8711 Bookkeeping	43,744.58
8720 Legal Services	-325.05
Total 8710 Professional Services	39,668.53
8715 Administrative Fees	999.99
8790 Other Professional Services Expenses	-995.75
8951 Penalty and Interest	2.42
8969 Communication	
8976 Telephone	1,334.76
Total 8969 Communication	1,334.76

Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

Profit and Loss

January - December 2023

	TOTAL
8970 Utilities	13,431.60
8971 Hydro Gas	14,370.72
8972 Hydro - Electrical	16,088.50
Total 8970 Utilities	43,890.82
Reimbursement for cell phone	250.00
Uncategorized Expense	367.64
8810 Depreciation - Buildings	271,175.82
Total Expenses	\$2,494,595.02
OTHER EXPENSES	
Reconciliation Discrepancies	33,963.45
Total Other Expenses	\$33,963.45
PROFIT	\$ -1,478,272.06

Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

Statement of Cash Flows

January - December 2023

	TOTAL
OPERATING ACTIVITIES	
Net Income	-1,478,272.06
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accounts Receivable (A/R)	-126,360.77
1200 Accounts Receivable	-469.56
1210 GST Rebate Receivable	1,033.97
1270 Accrued Interest Receivable	-254.96
1621 Due to DPWO Management	-4,107.06
1622 Due to DPWO Econ Dev	-3,719.58
1801 Accumulated Amortization	10,633.65
1804 Accumulated Amort - Vehicle	20,672.43
1806 Accumulated Amort - Furniture	53,395.65
Buildings:Depreciation	465,606.42
Accounts Payable (A/P)	1,761.80
3781 CWB Visa	1,699.60
4005 American Express 4005	1,550.00
5365 Visa 5365	721.49
8935 Capital One Mastercard	-515.18
8935 CIBC Mastercard	1,517.94
Amex 31008	-753.33
CIBC 5365	302.40
Scotia GMC Visa 8014	2,275.95
2350 GST Payable	18,771.17
2390 Accrued Interest Payable	2,434,007.97
3495 Current Liabilities	-3,500.00
GST/HST Payable	-807.86
GST/HST Suspense	1,862.48
PST Payable (MB)	-35.97
PST Suspense (MB)	-180.66
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	2,875,107.99
Net cash provided by operating activities	\$1,396,835.93
INVESTING ACTIVITIES	
1800 Computer Equipment	1,178.75
1803 Vehicles	37,231.40
1805 Furniture and Fixtures	-9,441.54
1820 Buildings	-48.35
2021 Fixed Asset Furniture and Fixtures	-4,192.32
Buildings:Original cost	-22,013.45
Leasehold Improvements:Original cost	-290,383.03
4600 Deferred Mortgage Fees	20,116.80
Net cash provided by investing activities	\$ -267,551.74
FINANCING ACTIVITIES	
2020 Bridging Long Term Loan	-28,544.00
2920 Retained Earnings	-1,019,599.83
Net cash provided by financing activities	\$ -1,048,143.83
NET CASH INCREASE FOR PERIOD	\$81,140.36
Cash at beginning of period	136,287.73

Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd.

Statement of Cash Flows

January - December 2023

	TOTAL
CASH AT END OF PERIOD	\$217,428.09



www.deloitte.ca

Deloitte, one of Canada's leading professional services firms, provides audit, tax, consulting, and financial advisory services. Deloitte LLP, an Ontario limited liability partnership, is the Canadian member firm of Deloitte Touché Tohmatsu Limited.

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Exhibit C – City of Winnipeg Assessment and Taxation Department Assessment Roll



THE CITY OF WINNIPEG - VILLE DE WINNIPEG

REALTY TAX STATEMENT

RELEVÉ D'IMPÔTS FONCIERS

FROM / DU September 01, 2024 TO / AU September 06, 2024

Roll Number / Numéro du rôle :

12092716000

Property Address / Adresse du bien :

356 ASSINIBOINE AVE

Owner(s) / Propriétaire(s) :

356 ASSINIBOINE AVENUE LTD.

Legal Description / Description officielle du bien :

Part of Lot / Partie du lot	Lot	Block / Îlot	Plan	Parish Lot / Lot de la paroisse
	241	2	129	1 ST J

Description Description	Transaction Date Date de transaction	Arrears Arriérés	Current En cours	Supplementary Supplémentaire	Miscellaneous Divers	Balance Solde
Opening Balance	2024-Aug-31	0.00	3,296.01	0.00	38.00	3,334.01
Payment	2024-Sep-01	0.00	-835.00	0.00	0.00	2,499.01
TIPP ADMINISTRATION FEE	2024-Sep-01	0.00	0.00	0.00	1.00	2,500.01
		0.00	2,461.01	0.00	39.00	2,500.01

Mailing address update

Transactions processed after September 06, 2024 are not shown.

Les opérations traitées après le 06 septembre 2024 ne sont pas indiquées.

A penalty of 2.5% per month will be added on the 1st day of each month on any amounts that are past due except for September when the rate of 7.5% will be applied against the current year portion of unpaid taxes.

Une pénalité de 2,5 % sera ajoutée le premier jour de chaque mois pour chaque arriéré, sauf en septembre, quand le taux de 7,5 % sur le montant des impôts impayés pour l'année en cours.

For further information, contact 311 or toll free 1-877-311-4974. Visit our website at winnipeg.ca/tax.

Pour plus de renseignements, veuillez composer le 311 ou (sans frais) le 1-877-311-4974. Visitez notre site Web à winnipeg.ca/taxesetimpots.

PLEASE RETURN STUB WITH PAYMENT / VEUILLEZ DÉTACHER ET RETOURNER AVEC VOTRE PAIEMENT

The City of Winnipeg Tax Statement to September 06, 2024

Relevé d'impôts fonciers de la Ville de Winnipeg au 6 septembre 2024

ROLL NUMBER / NUMÉRO DU RÔLE

12092716000

TOTAL PAYABLE - SOLDE À PAYER

\$2,500.01

AMOUNT PAID - MONTANT PAYÉ

356 ASSINIBOINE AVENUE LTD.
C/O DELOITTE RESTRUCTURING INC
2300-360 MAIN ST
WINNIPEG, MB R3C 3Z3

R12092716000000025000112092716000

Remit to:
The City of Winnipeg
Assessment and
Taxation Department
510 Main Street
Winnipeg, MB MB R3B 3M2

Envoyez à :
Ville de Winnipeg
Service de l'évaluation et des taxes
510, rue Main
Winnipeg (Manitoba) MB R3B 3M2

2025 PROPERTY ASSESSMENT NOTICE

THIS IS NOT A BILL

June 05, 2024

ROLL NUMBER	PROPERTY ADDRESS	TITLE / DEED	LEGAL DESCRIPTION				
12092716000	356 ASSINIBOINE AVE	3008070	Part of Lot	Lot 241	Block 2	Plan 129	Parish 1 ST J
REGISTERED OWNER(S) 356 ASSINIBOINE AVENUE LTD.							

STATUS CODE	PROPERTY CLASS CODE	ASSESSED VALUE
Taxable	Residential 2	\$1,553,000
TOTAL PROPERTY ASSESSMENT		\$1,553,000

IMPORTANT MESSAGES - Visit our website at: winnipeg.ca/assessment

For further information, please contact 311 or toll free 1-877-311-4974. Private User Id: 948366

REASON FOR CHANGE : Reassessment

The assessment roll is public information and can be viewed at 510 Main Street - Susan A. Thompson Building. Assessment is governed by the Provincial Municipal Assessment Act. If there is any difference between statements in this notice and the Act, the Act shall prevail.

The Assessment and Taxation Department establishes your property value by looking at property characteristics and estimates of the most probable selling price for your property had it been sold on April 01, 2023.

0 - 149965

Application for Revision to the Board of Revision

2025

Roll Number: 12092716000

356 ASSINIBOINE AVE

Final Date of Appeal Application: July 02, 2024, 4:30 pm

Non-refundable Appeal Application Fee: \$183.00

If you still have concerns about your assessment after speaking with valuation staff, you can file an application to the Board of Revision. To start the process, an application for revision form must be completed, along with the non-refundable filing fee. You may file on-line at winnipeg.ca/bor or contact 311 or toll free 1.877.311.4974 (4WPG) for further information.

All applications must be received no later than 4:30 p.m. CDT on July 02, 2024.

356 ASSINIBOINE AVENUE LTD.
 B122-1075 PORTAGE AVE
 WINNIPEG, MB R3G 0R8

ASSESSMENT AND TAXATION DEPARTMENT AVIS D'ÉVALUATION FONCIÈRE DE 2025

CECI N'EST PAS UNE FACTURE

5 juin 2024

NUMÉRO DU RÔLE	ADRESSE DU BIEN	TITRE/ACTE DE PROPRIÉTÉ	DÉSIGNATION OFFICIELLE				
12092716000	356 ASSINIBOINE AVE	3008070	Partie du lot	Lot	Bloc	Plan	Paroisse
PROPRIÉTAIRE INSCRIT 356 ASSINIBOINE AVENUE LTD.				241	2	129	1 ST J

CODE DE STATUT FISCAL	CODE DE CLASSIFICATION	VALEUR IMPOSABLE
Taxable	Résidentiel 2	1 553 000 \$
VALEUR IMPOSABLE TOTALE DU BIEN		1 553 000 \$

MESSAGES IMPORTANTS - Visitez notre site Web à : winnipeg.ca/evaluation

Pour plus de renseignements, veuillez composer le 311 ou (sans frais) le 1-877-311-4974. Code d'utilisateur personnel : 948366

MOTIF DE CHANGEMENT : Réévaluation

Les rôles d'évaluation sont publics et peuvent être consultés au 510, rue Main, immeuble Susan A.-Thompson. L'évaluation est régie par la Loi sur l'évaluation municipale du Manitoba. S'il y a des différences entre les relevés qui figurent dans cet avis et la Loi, c'est la Loi qui prévaut.

Le Service de l'évaluation et des taxes a établi la valeur de votre bien en fonction de ses caractéristiques et du prix le plus probable auquel il se serait vendu le 1 avril 2023.

Requêtes en révision présentées au comité de révision

N° du rôle : 12092716000

356 ASSINIBOINE AVE

Date limite pour interjeter appel : Le 02 juil. 2024, à 16 h 30

Frais de demande d'appel non remboursables : 183,00 \$

Si vous avez toujours des préoccupations au sujet de votre évaluation après avoir parlé au personnel d'évaluation, vous pouvez demander une revue auprès du comité de révision. Pour démarrer le processus, vous devez remplir un formulaire de requête en révision accompagné du droit de dépôt non remboursable. Veuillez soumettre votre demande en ligne à winnipeg.ca/cdr, ou composer le 311 ou le numéro sans frais 1-877-311-4974 (4WPG) pour en savoir plus.

Les requêtes doivent être déposées au plus tard à 16 h 30 HAC le 02 juil. 2024.

Exhibit D – Redacted 101 Letter of Intent

Letter of Intent – Form of Offer

Date: July 12, 2024

Deloitte Restructuring Inc.
Attention: Kateryna Khan
Suite 2300 – 360 Main Street
Winnipeg, MB R3C 3Z3

Dear Sir/Madam:

Re: Letter of Intent ("**LOI**") with respect to the purchase of the business (the "**Business**") known as Orville Smoke Wellness Centre operated by Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd ("**Dakota Plains**") and/or the property (the "**Property**") commonly known as 356 Assiniboine Ave., Winnipeg, MB owned by 356 Assiniboine Ave. Ltd ("**356 Assiniboine**");

1. **Parties.** [REDACTED] (the "**Purchaser**") acknowledges that Deloitte Restructuring Inc. ("**Deloitte**" or the "**Receiver**") is the Court appointed Receiver of, among others, Dakota Plains and 356 Assiniboine Ave pursuant to a Receivership Order from The Court of King's Bench of Manitoba ("**Court**") pronounced March 28, 2024 (Court File CI23-01-43781).

2. **Assets to be purchased.** This LOI (the "**Proposed Transaction**") sets forth the basis upon which the Purchaser would be prepared to purchase from the Receiver the Business and/or the Property on an as-is where-is basis. Any assets and/or contracts to be excluded (the "**Exclusions**") from the Proposed Transaction must be noted in an appendix to this form of offer.

3. **Price.** The Purchaser is prepared to pay a purchase price (the "**Purchase Price**") of [REDACTED] CAD (allocated between the Business and the Property, if applicable as follows): *(specify the allocation between the Business and the Property if both are being purchased)* [REDACTED]

4. **Consideration.** The Purchase Price shall be payable as follows:

- a. Deposit – On execution of LOI by the Receiver – 20% of Purchase Price in 3 above (refundable only if no PSA, as defined below, is executed between the parties or if the Court does not approve the PSA as applicable).
- b. Balance – Payable on Closing Date.

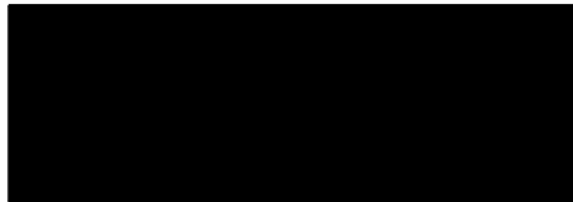
5. **Subject to:**

- a. the execution of a definitive Purchase and Sale Agreement ("**PSA**") containing representations and warranties applicable in Court-appointed receiverships; and
- b. Court approval of the PSA as required pursuant to the terms of the Receivership Order.

The Purchaser anticipates that the Closing will be completed within five business days following Court approval (the "**Closing Date**").

6. **Fees, Costs, and Expenses.** Each party will be responsible for and bear all of its own fees, costs and expenses incurred in connection with pursuing or completing the Proposed Transaction.
7. **Confidentiality.** All aspects of this letter agreement and the discussions between us and our respective Representatives shall remain confidential in accordance with the terms of the nondisclosure agreement between the Parties. No public announcement concerning the Proposed Transaction, the entering into of this letter agreement or the discussions between the Parties shall be made without Deloitte's prior written consent.
8. **General.** No amendment or waiver of this letter agreement shall be binding unless signed in writing by the party to be bound thereby.
9. **LOI Non-Binding.** This LOI shall be nonbinding between the parties except for section 6, 7, 8, 9, 10 and 11 hereof;
10. **Exclusivity.** Deloitte shall not be entitled to consider or pursue other offers or purchasers with respect to the subject matter of the LOI provided the Deposit funds are paid in trust to the Receiver upon the Receiver's execution of the LOI and further that a PSA is executed between the parties within five business days of the execution of the LOI.
11. **Governing Law.** This Agreement shall be governed by and construed and interpreted in Accordance with the laws of the Province of Manitoba.

Yours truly,



Accepted this day of _____, 2024.

DELOITTE RESTRUCTURING INC.,
in its capacity as receiver of, among others
Dakota Plains and 356 Assiniboine,
and not in its personal capacity

Per: _____
Name:
Title:

Appendix 1



Exhibit E – Redacted GHFN Letter of Intent

Letter of Intent – Form of Offer

Date: 10/16/2024

Deloitte Restructuring Inc.
Attention: Kateryna Khan
Suite 2300 – 360 Main Street
Winnipeg, MB R3C 3Z3

Dear Sir/Madam:

Re: Letter of Intent ("LOI") with respect to the purchase of the business (the "Business") known as Orville Smoke Wellness Centre operated by Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd ("Dakota Plains") and/or the property (the "Property") commonly known as 356 Assiniboine Ave., Winnipeg, MB owned by 356 Assiniboine Ave. Ltd ("356 Assiniboine");

1. **Parties.** [REDACTED] (the "Purchaser") acknowledges that Deloitte Restructuring Inc. ("Deloitte" or the "Receiver") is the Court appointed Receiver of, among others, Dakota Plains and 356 Assiniboine Ave pursuant to a Receivership Order from The Court of King's Bench of Manitoba ("Court") pronounced March 28, 2024 (Court File CI23-01-43781).
2. **Assets to be purchased.** This LOI (the "Proposed Transaction") sets forth the basis upon which the Purchaser would be prepared to purchase from the Receiver the Business and/or the Property on an as-is where-is basis. Any assets and/or contracts to be excluded (the "Exclusions") from the Proposed Transaction must be noted in an appendix to this form of offer.
3. **Price.** The Purchaser is prepared to pay a purchase price (the "Purchase Price") of \$ [REDACTED] CAD (allocated between the Business and the Property, if applicable as follows): *(specify the allocation between the Business and the Property if both are being purchased)*
4. **Consideration.** The Purchase Price shall be payable as follows:
 - a. Deposit – On execution of LOI by the Receiver – 20% of Purchase Price in 3 above (refundable only if no PSA, as defined below, is executed between the parties or if the Court does not approve the PSA as applicable).
 - b. Balance – Payable on Closing Date.
5. **Subject to:**
 - a. the execution of a definitive Purchase and Sale Agreement ("PSA") containing representations and warranties applicable in Court-appointed receiverships; and
 - b. Court approval of the PSA as required pursuant to the terms of the Receivership Order.

The Purchaser anticipates that the Closing will be completed within five business days following Court approval (the "Closing Date").

6. **Fees, Costs, and Expenses.** Each party will be responsible for and bear all of its own fees, costs and expenses incurred in connection with pursuing or completing the Proposed Transaction.
7. **Confidentiality.** All aspects of this letter agreement and the discussions between us and our respective Representatives shall remain confidential in accordance with the terms of the nondisclosure agreement between the Parties. No public announcement concerning the Proposed Transaction, the entering into of this letter agreement or the discussions between the Parties shall be made without Deloitte's prior written consent.
8. **General.** No amendment or waiver of this letter agreement shall be binding unless signed in writing by the party to be bound thereby.
9. **LOI Non-Binding.** This LOI shall be nonbinding between the parties except for section 6, 7, 8, 9, 10 and 11 hereof.
10. **Exclusivity.** Deloitte shall not be entitled to consider or pursue other offers or purchasers with respect to the subject matter of the LOI provided the Deposit funds are paid in trust to the Receiver upon the Receiver's execution of the LOI and further that a PSA is executed between the parties within five business days of the execution of the LOI.
11. **Governing Law.** This Agreement shall be governed by and construed and interpreted in Accordance with the laws of the Province of Manitoba.

Yours truly,



PURCHASER NAME:

Accepted this day of _____, 2024.

DELOITTE RESTRUCTURING INC.,
in its capacity as receiver of, among others
Dakota Plains and 356 Assiniboine,
and not in its personal capacity

Per:
Name:
Title:



Exhibit F – Redacted Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of the 22 day of November, 2024 (the "Effective Date") among:

**Deloitte Restructuring Inc. in its capacity as Court appointed receiver of
356 ASSINIBOINE AVE LTD.**

("356 Assiniboine")

- and -

**Deloitte Restructuring Inc. in its capacity as Court appointed receiver of DAKOTA PLAINS
WAHPETON OYATE REAL ESTATE GP CO. LTD.**

("Dakota Plains" and, collectively with 356 Assiniboine, the "Vendor")

- and -

GARDEN HILL FIRST NATION

(the "Purchaser")

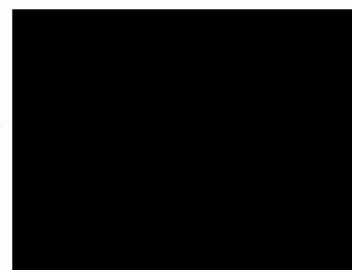
WHEREAS pursuant to the Order of the Honorable Chartier, J., Manitoba Court of King's Bench (the "Court") issued March 28, 2024 (Court File CI23-01-43781) (the "Initial Order"), Deloitte Restructuring Inc. was appointed as receiver (the "Receiver" or "Vendor") pursuant to Section 243 of the Bankruptcy and Insolvency Act R.S.C. 1985 c. B-3 as amended and Section 55 of the Court of King's Bench Act, C.C.S.M. c C280;

AND WHEREAS in connection with the proceedings initiated by the Initial Order (the "Receivership Proceedings"), the Receiver was granted the power to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

AND WHEREAS pursuant to the marketing process undertaken by the Receiver, the Purchaser's bid for the Purchased Assets (defined herein) has been identified as a successful bid on the terms set out in this Agreement;

AND WHEREAS on the terms set out herein, the Vendor has agreed to sell, transfer and assign to the Purchaser, and the Purchaser has agreed to purchase, accept and assume from the Vendor, all of the Vendor's right, title, interest and obligation in and to the Purchased Assets and Assumed Liabilities, subject to and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the "Parties", and each, a "Party") hereby acknowledge and agree as follows:



ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

- (a) "Affiliate" has the meaning given to the term "affiliate" in *The Corporations Act* (Manitoba).
- (b) "Agreement" means this asset purchase agreement, including any recitals and schedules hereto, as may be amended and restated from time to time in accordance with the terms hereof, and "Article" and "Section" mean and refer to the specified article, section and subsection of this Agreement.
- (c) "Applicable Law" means, in respect of any Person, property, transaction or event, any (a) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order, (b) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority, and (c) policies, practices, standards, guidelines and protocols having the force of law, that apply in whole or in part to such Person, property, transaction or event.
- (d) "Approval and Vesting Order" means an order by the Court, in substantially the same form as the Manitoba Approval and Vesting Order (Standard Form Order), among other things, approving and authorizing the Transaction and vesting in the Purchaser (or as it may direct) all the right, title, interest and obligation of the Vendor in and to the Purchased Assets, free and clear from any Encumbrances other than the Permitted Encumbrances and the Assumed Liabilities.
- (e) "Assigned Contracts" means those Contracts set out and listed in Schedule 1.1(e). For certainty, the Assigned Contracts do not include the Excluded Contracts.
- (f) "Assignment and Assumption Agreement" means an assignment and assumption agreement, in form and substance satisfactory to the Parties, acting reasonably, evidencing the assignment to the Purchaser of the Vendor's rights, benefits and interests in, to and under the Assigned Contracts and the assumption by the Purchaser of the Assumed Liabilities.
- (g) "Assumed Liabilities" means: (a) Liabilities specifically and expressly designated by the Purchaser as those Assumed Liabilities set out and listed in Schedule 1.1(h); (b) all Liabilities relating to the Purchased Assets or related to the Business arising on or after the Closing Date; and (c) all Liabilities which relate to the Assigned Contracts; in each case solely in respect of the period from and after the Closing Time and not relating to any default existing prior to or as a consequence of Closing. For certainty, the Assumed Liabilities do not include the Excluded Liabilities or any amounts whatsoever owing by the Vendor to Bridging Finance Inc. in addition to all accrued interest, and the parties agree that the vesting order shall transfer title to the Purchased Assets free and clear of any indebtedness to Bridging Finance Inc. in addition to all accrued interest.


- (h) **"Authorization"** means any authorization, approval, consent, concession, exemption, licence, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval or building permit) or from any Person in connection with any easements, contractual rights or other matters.
- (i) **"Books and Records"** means a copy of the Vendor's files, documents, instruments, papers, books and records which are in the possession of the Vendor and are materially relevant to the Assigned Contracts, the Business, or the Purchased Assets.
- (j) **"Business"** means the business conducted by the Vendor, namely, owning and operating a temporary housing and wellness project at 356 Assiniboine Ave, Winnipeg, Manitoba under the name Orville Smoke Wellness Centre. The Purchaser acknowledges and agrees that the Business is currently operating as of the Effective Date.
- (k) **"Business Day"** means a day on which banks are open for business in Winnipeg, Manitoba, but does not include a Saturday, Sunday or statutory holiday in the Province of Manitoba.
- (l) **"Cash Purchase Price"** has the meaning set out in Section 3.2(b).
- (m) **"Claims"** means claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, arbitrations, information or other similar processes, assessments or reassessments, judgments, debts, indebtedness, liabilities, obligations, guarantees, warranties, expenses, costs, damages or losses, contingent or otherwise (whether contractual, statutory, or otherwise), of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether arising by subrogation, set-off, right of indemnification or otherwise), whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including loss of value, professional fees, including fees and disbursements of legal counsel, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing and any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.
- (n) **"Closing"** means the completion of the purchase and sale of the Purchased Assets and assignment and assumption of the Assumed Liabilities in accordance with the provisions of this Agreement.
- (o) **"Closing Date"** means, subject to the terms hereof, the later of (a) December 31, 2024 or (b) the date that is five (5) days following Court approval of the Transaction, or such other date as the Parties may agree to writing from time to time.
- (p) **"Closing Time"** means 12:01 a.m. (Winnipeg time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

- (q) "Contracts" means all pending and executory contracts, agreements, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings, indentures, joint ventures, understandings, arrangements and all other legally binding arrangements (whether oral or written) to which the Vendor is a party or by which the Vendor is bound or in which the Vendor has, or will at Closing have, any rights or by which any of its property or assets are or may be affected.
- (r) "Court" has the meaning set out in the recitals hereto.
- (s) "Crown" means His Majesty in right of Manitoba and/or His Majesty in right of Canada, as applicable.
- (t) "Cure Costs" means (a) with respect to any Assigned Contract for which a required consent to assignment has not been obtained and is to be assigned to the Purchaser in accordance with the terms hereof, the amounts, if any, required to be paid to remedy all of the Vendor's monetary defaults existing as at the Closing Date under the applicable Assigned Contract (or such other amounts as may be agreed by the Purchaser and the counterparty to the Assigned Contract); and (b) with respect to any Assigned Contract to be assigned on consent, where consent is required, the amount, if any, required to be paid to a counterparty to secure its consent to the assignment of the applicable Assigned Contract by any of the Vendor to the Purchaser (which amount shall be set out on the form of contractual consent agreed to by the applicable Vendor and the counterparty to such Assigned Contract and approved by the Receiver).
- (u) "Customer List" means the customer list of the Business listed in Schedule 1.1(v).
- (v) "Deposit" has the meaning ascribed thereto in Section 3.2(a) hereof.
- (w) "Documents" means all documentation used in connection with the Business;
- (x) "Effective Date" has the meaning set out in the preamble hereto.
- (y) "Employee Benefits" means, if applicable:
 - (i) salaries, wages, bonuses, vacation entitlements, commissions, fees, incentive plans, deferred compensation plans, profit-sharing plans and other similar benefits, plans or arrangements;
 - (ii) insurance, health, welfare, disability, pension, retirement, travel, hospitalization, medical, dental, legal, counselling, eye care and other similar benefits, plans or arrangements; and,
 - (iii) agreements or arrangements with any labour union or employee association, written or oral employment agreements or arrangements and agreements or arrangements for the retention of the services of independent contractors, consultants or advisors.
- (z) "Employees" means individuals employed by, or on behalf of, the Vendor in the operation of the Business.
- (aa) "Encumbrances" means any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or

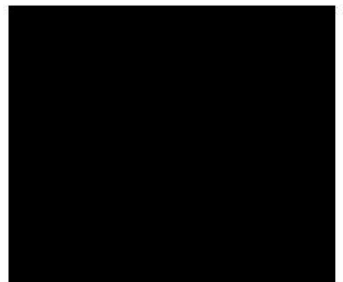
registrable and whether or not consensual or arising by law (statutory or otherwise), including any security interest, lien, Claim, charge, right of retention, deemed trust, judgment, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, mortgage or right of a third party (including any contractual rights such as purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of creating a security interest in, against or affecting the Purchased Assets (including any conditional sale or title retention agreement, or any capital or financing lease).

- (bb) **"Equipment"** means the equipment owned by the Vendor.
- (cc) **"ETA"** means the *Excise Tax Act*, RSC 1985, c E-15 and the regulations thereunder.
- (dd) **"Excluded Assets"** means all of Vendor's right, title and interest in the properties, rights, assets and undertakings that are not identified as Purchased Assets, including specifically any asset detailed in Schedule 1.1(hh).
- (ee) **"Excluded Contracts"** means all Contracts that are not identified as Assigned Contracts.
- (ff) **"Excluded Liabilities"** means all Liabilities of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether arising by subrogation, set-off, right of indemnification or otherwise) of or against the Vendor that are not Assumed Liabilities.
- (gg) **"Goodwill"** means all goodwill associated with the Business, including, without limitation, all customer relationships, as represented by the Customer List; the Vendor's right, title and interest in the name **"Orville Smoke Wellness Centre"** (if any); all email addresses, websites, domain names, social media accounts, and intellectual property; supplier contracts, lists and information; licenses and permits; and all graphic design work developed for and used in connection with the Business.
- (hh) **"Governmental Authority"** means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.
- (ii) **"GST"** means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA.
- (jj) **"Hazardous Substance"** means any substance, material or emission whose storage, handling, use, transportation or Release is prohibited, controlled or regulated by any Governmental Authority having jurisdiction pursuant to Environmental Laws, including any contaminant or pollutant as defined in the *Environmental Act* (Manitoba).
- (kk) **"Initial Order"** has the meaning set out in the recitals hereto.

- (ll) **"Interim Period"** means the period between the Effective Date and the Closing Date.
- (mm) **"Inventory"** means all inventories of supplies, raw materials, unfinished goods, new and unused products, shipping supplies, new and unused major maintenance items, and all other materials and supplies on hand to be used in the operation of the Business, which Inventory is usable for the purposes of the Business and not expired or damaged beyond use described in Schedule 1.1(qq);
- (nn) **"Liability"** means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, legal, beneficial or equitable, present or future, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person, and includes, without limiting the generality of the foregoing, any debt, dues, guarantee, surety, indemnity obligation or other obligation.
- (oo) **"License"** means any assignable licenses issued by a Governmental Authority.
- (pp) **"Organizational Documents"** means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).
- (qq) **"Outside Date"** means January 31, 2025, or such earlier or later date as the Parties may agree upon in writing.
- (rr) **"Parties"** has the meaning set out in the recitals hereto.
- (ss) **"Party"** has the meaning set out in the recitals hereto.
- (tt) **"Permitted Encumbrances"** means the following Encumbrances in respect of the Purchased Assets:
 - (i) 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 *The Law of Property Act* (Manitoba) as amended, replaced or restated from time to time or any other similar Applicable Law;
 - (ii) all statutory exceptions to title contained in *The Real Property Act* (Manitoba);
 - (iii) encumbrances given as security to a public utility or any Governmental Authority when required in the ordinary course of business;
 - (iv) all rights reserved to or vested in any Governmental Authority pursuant to Applicable Law to control or regulate the Purchased Assets in any manner, including any unregistered, undetermined or inchoate liens, levies or claims in favour of the Crown, any province or municipality or any other Governmental Authority;

- (v) rights of expropriation, access or use or any similar right conferred or reserved by any Applicable Law;
- (vi) 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;
- (vii) any easements, servitudes, rights-of-way, licences, agreements, restrictions that run with the land (including, without limitation, 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);
- (viii) without limiting the generality of the foregoing, all additional Encumbrances listed on Schedule 1.1(z)(viii).
- (uu) "Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.
- (vv) "Personal Information" means any factual or subjective information, recorded or not, about an employee, contractor, agent, consultant, officer, director, executive, client, customer, supplier or natural person who is natural person or a natural person who is a shareholder or employee of the Vendor, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual.
- (ww) "Purchase Price" has the meaning set out in Section 3.1 (a).
- (xx) "Purchased Assets" means the Customer List, Documents, Equipment, Goodwill, Inventory, Licence, and Real Property. to Closing as herein provided.
- (yy) 
- (zz) "Real Property" means the real property located at 356 Assiniboine Avenue, Winnipeg, MB and legally described as:

LOT 241 BLOCK 2 PLAN 129 WLTO (W DIV) IN RL 1 PARISH OF ST. JOHN
- (aaa) "Receiver" means Deloitte Restructuring Inc.
- (bbb) "Receiver's Certificate" means the certificate, attached to the Approval and Vested Order, to be delivered by the Receiver to the Purchaser on closing and thereafter filed by Receiver with the Court;
- (ccc) "Sanctions" has the meaning ascribed in Section 7.2(i) hereof.
- (ddd) "Taxes" means, with respect to any Person, all national, federal, provincial, local or other taxes, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts



of the type described in this paragraph as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person, and includes, without limitation, property taxes, income taxes, branch taxes, profit taxes, capital gains taxes, gross receipt taxes, windfall profit taxes, value added taxes, severance taxes, ad valorem taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, transmission fees, withholding or similar taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/PST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority.

(eee) **"Transaction"** means all of the transactions contemplated by this Agreement, including the purchase and sale transaction whereby the Purchaser will acquire the Purchased Assets and assume the Assumed Liabilities.

(fff) **"Transfer Taxes"** means all applicable Taxes, including any applicable GST/PST/HST, payable upon or in connection with the transactions contemplated by this Agreement and any filing, registration, recording, transfer or transmission fees payable in connection with the instruments of transfer provided for in this Agreement, provided however it shall exclude Manitoba Land Transfer Taxes.

(ggg) 

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 General Construction

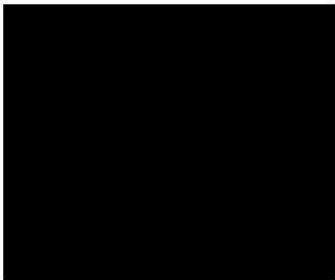
The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings and the term "third party" means any other Person other than the Vendor, the Receiver, or the Purchaser, or any Affiliates thereof.

1.5 Currency

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.



1.6 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

1.7 Schedules

The following schedules are attached hereto and incorporated in and form part of this Agreement:

SCHEDULES

<u>Schedule 1.1(e)</u>	-	Assigned Contracts
<u>Schedule 1.1(h)</u>	-	Assumed Liabilities
<u>Schedule 1.1(y)</u>	-	Customers
<u>Schedule 1.1(hh)</u>	-	Excluded Assets
<u>Schedule 1.1(qq)</u>	-	Inventory – list to be attached as schedule
<u>Schedule 1.1(zz)(viii)</u>	-	Permitted Encumbrances
<u>Schedule 4.6</u>	-	Employees

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement will apply to the Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

1.8 Interpretation if Closing Does Not Occur

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

ARTICLE 2 PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Purchased Assets

Subject to the terms and conditions of this Agreement, effective as of the Closing Time, the Vendor shall sell, assign and transfer the Purchased Assets to the Purchaser, and the Purchaser shall purchase, accept, assume and receive from the Vendor, all of the Purchased Assets. For certainty, the Purchased Assets: (a) shall be free and clear of all Encumbrances that are not Permitted Encumbrances; and (b) do not include the Excluded Assets.

2.2 Assumption of Assumed Liabilities

At the Closing Time, the Vendor shall assign, and Purchaser shall assume and agree to pay when due and perform, the Assumed Liabilities. Notwithstanding any other provision of this Agreement, the Vendor shall not assign, and Purchaser shall not assume, any Liabilities hereunder other than the Assumed Liabilities, except as required under Applicable Law.

2.3 Assignment of Contracts

- (a) Cure Costs. To the extent that any Cure Costs are payable with respect to any Assigned Contract, the Purchaser shall: (i) where such Assigned Contract is assigned pursuant to this Agreement, pay all such Cure Costs in accordance herewith; and (ii) where such Assigned Contract is not assigned pursuant to this Agreement, pay all such Cure Costs in the manner set out in the consent of the applicable counterparty or as otherwise may be agreed to by the Purchaser and such counterparty. The Cure Costs as paid by the Purchaser shall be in addition to the Cash Purchase Price received by the Vendor for the Purchased Assets.
- (b) Assignment. At the Closing Time, on and subject to the terms and conditions of this Agreement (including Section 2.3(c) below), and the Approval and Vesting Order, all of the Vendor's rights, benefits, interests and obligations in, to and under the Assigned Contracts shall be assigned to the Purchaser, the consideration for which is included in the Purchase Price.
- (c) Where Consent Required. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assigned Contract to the extent such Assigned Contract is not assignable under Applicable Law, or the terms of the applicable Assigned Contract provide that it is not assignable without the consent of another Person, unless such consent has been obtained or the assignment is subject to this Agreement.
- (d) No Adjustment. For greater certainty, if the consent of any Person is required to assign an Assigned Contract, but such consent is not obtained and such Contract is not assigned pursuant to this Agreement, such Contract shall not form part of the Assigned Contracts and: (i) neither Party shall be considered to be in breach of this Agreement; (ii) the failure to assign or otherwise transfer such Assigned Contract shall not be a condition to Closing; (iii) the Purchase Price shall not be subject to any adjustment; and (iv) the Closing shall not be delayed.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price


- (a)

adjustment as provided in this Agreement (the "**Purchase Price**"). For certainty, the Purchase Price shall be exclusive of applicable Taxes (including Transfer Taxes and Manitoba land transfer Taxes).

- (b) The Purchase Price shall be adjusted to proportionally allocate between the Parties all prepaid Taxes and local improvement charges in accordance with Section 3.6 of this Agreement.
- (c) The adjustments shall be for the Vendor's account as to both revenue and expenses up to 12:01 a.m. on the Closing Date, and thereafter for the Purchaser's account.
- (d) The Purchase Price shall be exclusive of the Cure Costs and the adjustment specified in Section 3.6 of this Agreement.

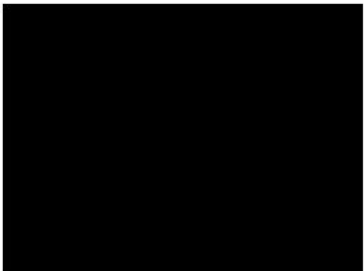
3.2 Satisfaction of Purchase Price

The Purchaser shall satisfy the purchase, at the Closing Time, in accordance with the following:

- (a) 
of the Purchaser's solicitor's trust cheque, wire transfer or bank draft to the Vendor's Solicitors, concurrent with the execution of the Letter of Intent dated October 16, 2024, and which shall be credited against the Purchase Price at Closing.

- (b) Cash Purchase Price and Allocation. An amount equal to the Purchase Price less the Deposit, plus any Transfer Taxes (the "**Cash Purchase Price**"), as adjusted pursuant to Section 3.6, shall be paid by the Purchaser to the Vendor's Solicitors, via the Purchaser's solicitor's trust cheque, bank draft or wire transfer of immediately available funds at the Closing Time. For certainty, the Purchaser will also be solely responsible for paying all Manitoba land transfer Taxes payable in respect of the Purchased Assets, if any.

The Vendor and the Receiver acknowledges that a portion of the Cash Purchase Price may be paid from proceeds of a mortgage and payment of the proceeds of same may be delayed as a result of the time require for registration in the Land Titles Office or Personal Property Security Registry. The Purchaser undertakes to pay interest on the outstanding balance of the amount due as at the Closing Date from the Closing Date until such funds are received by the Vendor, at the rate of interest being charged by the mortgagee or lender under such mortgage or other required registration and the Vendor shall have a security interest in the Purchased Assets until so paid.

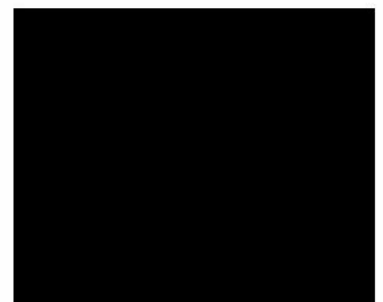
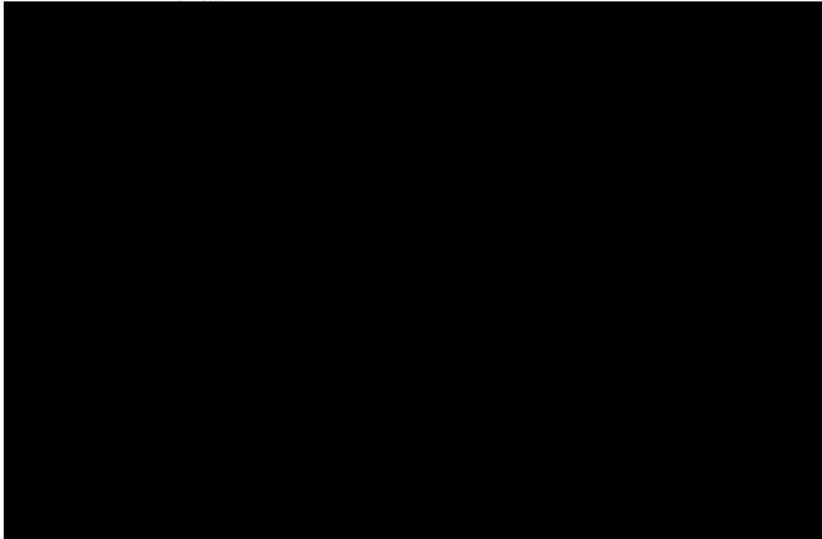
- (c) Cure Costs. The Cure Costs shall be paid by the Purchaser to the Vendor via the Purchaser's solicitor's trust cheque, bank draft or wire transfer or immediately available funds to the Vendor's solicitor, at the Closing Time for distribution to the applicable contractual counterparties.
 - (d) Assumed Liabilities. An amount equal to the amount of the remaining Assumed Liabilities which the Purchaser shall assume on the Closing Date, and which shall be satisfied by the Purchaser becoming liable for and performing the Assumed Liabilities.
- 

3.3 Deposit

- (a) If Closing occurs in accordance with the terms and conditions of this Agreement, the Deposit shall be credited against the Purchase Price, in partial satisfaction of the Purchaser's obligation to pay the Purchase Price at Closing.
- (b) If this Agreement expires or is terminated:
 - (i) pursuant to Sections 8.1(a)(i), if the delay is caused by the Purchaser, 8.1(a)(ii) and 8.1(a)(iii), the Vendor shall be entitled to retain the Deposit and the full amount of the Deposit shall be forfeited to the Vendor; or
 - (ii) for any other reason, particularly, a Court's denial of the agreement detailed herein, the Deposit shall be returned to the Purchaser; and
 - (iii) subject to Section 8.1, each Party shall be released from all obligations and liabilities under or in connection with this Agreement. In the event of termination of this Agreement under Section 8.1 pursuant to which the Vendor shall be entitled to retain the Deposit, the Parties agree that the amount of the Deposit constitutes a genuine pre-estimate of liquidated damages representing the Vendor's losses and Liabilities as a result of Closing not occurring and agree that the Vendor shall not be entitled to recover from the Purchaser any amounts that are in excess of the Deposit as a result of Closing not occurring. The Purchaser hereby waives any Claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Vendor's damages.

3.4 Allocation of the Purchase Price

The Vendor and the Purchaser agree to allocate the Purchase Price for the Purchased Assets held by the Vendor for tax purposes as follows:



3.5 Section 167 Tax Election.

At the request of the Purchaser, if available, the Vendor shall, along with the Purchaser, jointly make the election provided for in paragraph 167(1)(b) of the *Excise Tax Act* (Canada) (the "ETA") to have subsection 167(1.1) of the ETA apply to the sale and purchase of the Assets. The Purchaser shall file the election within the time prescribed by subsection 167(1.1) of the ETA. The Purchaser shall, at all times, indemnify and hold harmless the Vendor, its directors, officers, and employees against and in respect of any and all amounts assessed by any taxing authority in the event that any sales tax exemption claimed by the Purchaser was inapplicable, invalid, or not properly made, including all taxes, interest, and penalties assessed and including all reasonable legal and professional fees incurred by the Vendor, its directors, officers, and employees as a consequence of or in relation to any such assessment. Notwithstanding anything else in this Agreement, this indemnity shall survive the Closing Date in perpetuity and shall not be subject to any thresholds, caps or similar restrictions.

3.6 Adjustments

- (a) Adjustments for the Purchased Assets shall be made as of the Closing Date and the Purchase Price will be adjusted accordingly. Except as otherwise provided in this Agreement, the Vendor will be responsible for all expenses and will be entitled to all revenues (if any) accrued with respect to the Purchased Assets for the period ending on the day before the Closing Date and, for the period from and including the Closing Date, the Purchaser will be responsible for all expenses and will be entitled to all revenues accruing with respect to the Purchased Assets. All real property taxes and local improvement levies that are not being recovered under the Assigned Contracts, shall be adjusted as at the Closing Date for the calendar year of sale.
- (b) A statement of adjustments will be delivered to the Purchaser by the Vendor at least five (5) Business Days prior to the Closing Date and shall have annexed to it details of the calculations used to arrive at all debits and credits on the statement of adjustments. The Vendor will give the Purchaser and its representatives copies of all working papers and back-up materials requested by the Purchaser in writing, acting reasonably, in order to verify the statement of adjustments.

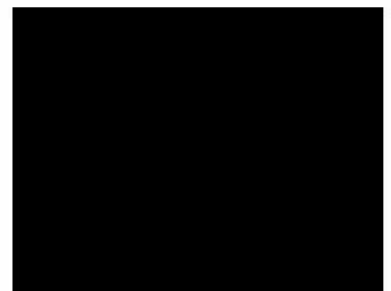
ARTICLE 4 COVENANTS

4.1 Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to affect the Closing. Each of the Parties shall, as promptly as possible, use commercially reasonable efforts to make, or cause to be made, all filings and submissions, as applicable, required under any Applicable Law to affect the Closing.

4.2 Interim Period

During the Interim Period, except as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Vesting Order), the Vendor shall, unless consented to by the Purchaser, continue to maintain the Business and operations of the Vendor in substantially the same manner as conducted on the Effective Date and in compliance with Applicable Laws in all material respects.



4.3 Access

During the Interim Period, the Vendor shall, subject to any confidentiality, privacy or safety restrictions, give, or cause to be given, to the Purchaser, and its representatives, reasonable access during normal business hours to the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business as the Purchaser reasonably deems necessary or desirable to further familiarize itself with the Business. Without limiting the generality of the foregoing: (a) the Purchaser and its representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and which are included in the data room; and (b) the Purchaser and its representatives shall be permitted to contact and discuss the Transactions contemplated herein with Governmental Authorities and the Vendor's customers and contractual counterparties. Such investigations, inspections, surveys and tests shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Vendor's operations and the Vendor shall co-operate reasonably in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser.

4.4 Assigned Contracts

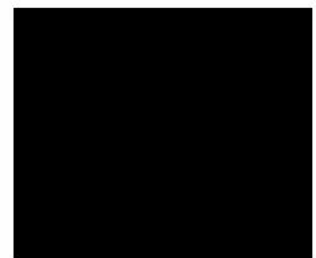
- (a) The Purchaser, with the Vendor's consent, will request any consents necessary to permit the assignment to the Purchaser of the Assigned Contracts. The Vendor will provide its reasonable cooperation to assist the Purchaser to obtain such consents. For certainty, the Purchaser will be responsible for all Cure Costs in respect of any Assigned Contracts.
- (b) Nothing in this Agreement will constitute an agreement to assign or an attempted assignment of any non-assignable rights or any Contracts for which any requisite consent or approval has not been obtained or which as a matter of Applicable Law or by its terms is not assignable.

4.5 Risk of Loss

The Purchased Assets shall be at the risk of the Vendor until Closing. If, between the date hereof and Closing, any of the Purchased Assets are destroyed, lost or materially damaged (each a "Casualty"), the Purchaser shall still complete the purchase of the Purchased Assets on an "as is, where is" basis without any adjustment to the Purchase Price payable hereunder and take an assignment from the Vendor of all insurance proceeds payable to the Vendor in respect of the Casualty. For greater certainty, in no event shall the aggregate total of the insurance proceeds assigned to the Purchaser in accordance with this Section and the fair market value of Purchased Assets exceed the Purchase Price.

4.6 Employees

- (a) In respect of the Employees:
 - (i) Schedule 4.6 attached hereto sets out a complete list of Employees of the Vendor as of the Effective Date and indicates each such Employee's relation to the Vendor, salary, vacation entitlement, start date, job classification and benefit entitlements and identifies the names of all Employees now on disability, maternity, or other authorized leave or who are receiving workers' compensation or other disability benefits;
- (b) The Parties agree as follows:

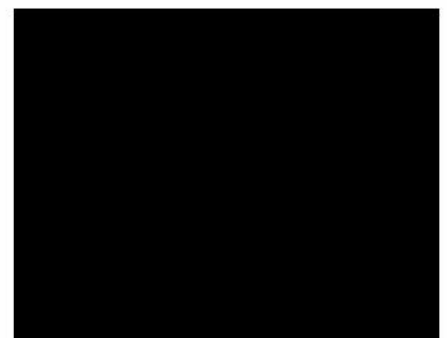


- (i) The Vendor shall cause the employment of all Employees of the Business to be terminated as of the close of business the day prior to the Closing Date and shall ensure in respect of all Employees that all wages, salaries, vacation pay, bonuses, commissions and other returns for compensation have been paid or adjusted for all and that all proper salary and payroll deductions have been made and remitted to the proper authorities up to the Closing Date.
- (ii) The Vendor shall be responsible for all obligations to its Employees only up to the Closing Date, including all compensation including accrued vacation pay. This section shall survive the Closing of this Transaction.
- (iii) The Purchaser shall offer employment, effective on the Closing Date, to all Employees of the Business (except for the Vendor, any director or officer thereof, and any Employees in a non-arm's length relationship with the Vendor, all of which shall be required to resign effective the day before the Closing Date), including employees who are absent due to vacation, family leave, short-term disability, or other approved leave of absence except long-term disability (such Employees who accept such employment and commence employment on the Closing Date are herein referred to as the "Transferred Employees"). Said offer by the Purchaser shall be conditional upon the Closing of the Transaction and shall be on terms and conditions that are in the aggregate no less favourable than the terms and conditions on which the Transferred Employees are employed immediately before the Closing Date and shall specifically recognize and accept the length of service of each Employee. The Vendor shall not attempt in any way to discourage any of the Employees from accepting such offer of employment. Upon request by the Purchaser, the Vendor shall, within 3 Business Days of request, provide all written employment contracts and details of any oral employment contracts for the Employees for the Purchaser's review.
- (iv) The sale of the Business and the Purchased Assets will constitute a separation, termination or severance of the employment of any Transferred Employee, including for purposes of any benefit plan that provides for separation, termination or severance benefits. Conditional upon the Closing of this Transaction, the Purchaser will indemnify and hold the Vendor harmless for: (i) any statutory, common law, contractual, or other severance with respect to any Transferred Employee; and (ii) any claims relating to the employment of any Transferred Employee for matters occurring, on or after the Closing Date.

4.7 Indemnity

The Purchaser hereby indemnifies the Vendor and the Receiver (in its personal and corporate capacity), and saves them fully harmless against, and will reimburse or compensate them for, any losses, damages or other Liabilities arising from, in connection with or related in any manner whatsoever to:

- (a) any Transfer Taxes (including penalties and interest) which may be assessed against any of the Vendor, including, notwithstanding anything to the contrary in this Agreement, any Taxes which may be assessed against any of the Vendor in the event that any election made pursuant to Section 3.5 is challenged by the relevant Tax authority as being inapplicable to the transactions under this Agreement, or as a result of the Purchaser's failure to file such elections within the prescribed time;



- (b) any GST/PST/HST taxes (including penalties and interest) which may be assessed against any of the Vendor or Purchaser in respect to the Transaction or the Purchased Assets;
- (c) the Purchaser's access in accordance with Section 4.3;
- (d) the collection, use or disclosure of Personal Information by the Purchaser and its representatives; and
- (e) the Purchaser's failure to pay when due and failure to perform and discharge the Assumed Liabilities in accordance with their terms.

ARTICLE 5 CLOSING ARRANGEMENTS

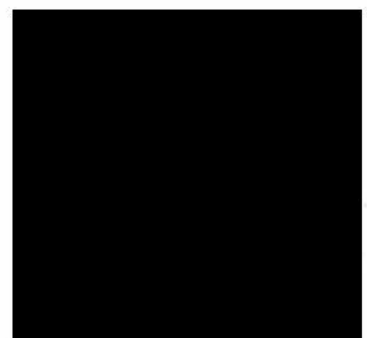
5.1 Closing

Closing shall take place on the Closing Date effective as of the Closing Time electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

5.2 Vendor Closing Deliveries

At or before the Closing Time, the Vendor shall deliver or cause to be delivered to the Purchaser, the following:

- (a) an Allocation Agreement regarding the Purchase Price;
- (b) a certified true copy of the Approval and Vesting Order, as issued and entered by the Court;
- (c) a certified true copy of the Receiver's Certificate (as herein defined);
- (d) a statement of adjustment for the Purchased Assets in accordance with Section 3.6;
- (e) the Assignment and Assumption Agreement, duly executed by the Vendor;
- (f) an assignment of the Customer List to the Purchaser;
- (g) a bring-down certificate of the Vendor confirming the representations and warranties herein are true and the Vendor covenants are fulfilled as of the Closing Date;
- (h) a statutory declaration sworn by the Vendor indicating it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) as of the Closing Date;
- (i) written confirmation by the Vendor regarding the terms of employment of each Employee;
- (j) reasonable proof of termination of applicable Employees;
- (k) a copy of the application for the Bulk Sale Clearance Certificate that the Vendor's Solicitors shall submit;



- (l) a copy of the application for a certificate to issue by The Workers Compensation Board of Manitoba pursuant to section 81.1 of *The Workers Compensation Act (Manitoba)* that the Vendor shall submit;
- (m) all keys and access codes to the common areas of buildings located on the Real Property in the Vendor's possession, if any;
- (n) the election referred to in Section 3.5 of this Agreement, if applicable;
- (o) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

5.3 Purchaser's Closing Deliveries

At or before the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following:

- (a) the Cash Purchase Price referred to in Section 3.2(b), including Section 3.2(c) the payment of all Transfer Taxes (if any) required to be paid on Closing, which shall be made to the Vendor;
- (b) a certified copy of the directors resolution of the Purchaser authorizing and ratifying this Agreement, execution of all supporting documents, and consummation of the Transaction
- (c) title insurance for the Transaction sufficient to fund the Cash Purchase Price;
- (d) the Assignment and Assumption Agreement, duly executed by the Purchaser;
- (e) the Cure Costs referred to in Section 3.2(c);
- (f) bring-down certificate executed by a senior officer of the Purchaser (without personal liability) dated as of the Closing Date, in form and substance satisfactory to the Vendor, acting reasonably, certifying that: (i) all of the representations and warranties of the Purchaser hereunder remain true and correct in all material respects as of the Closing Date as if made on and as of such date or, if made as of a date specified therein, as of such date; and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by the Purchaser at or prior to Closing have been complied with or performed by the Purchaser in all material respects;
- (g) the election referred to in Section 3.5 of this Agreement, if applicable;
- (h) notice to rehire of applicable Employees, in a form acceptable to the Vendor;
- (i) copy of title insurance policy with GAP coverage; and,
- (j) such other agreements, documents and instruments as may be reasonably required by the Vendor to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

5.4 Personal Information Privacy

The Purchaser shall at all times comply with all Applicable Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to the Purchaser by the Vendor and/or Receiver under this Agreement. The Purchaser shall only collect, use or disclose such Personal Information for the purposes of investigating the Business as contemplated in this Agreement and completing the transactions contemplated in this Agreement. The Purchaser shall safeguard all Personal Information collected from the Vendor and/or the Receiver in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information. The Purchaser shall not make copies of the Personal Information or any excerpts thereof or in any way re-create the substance or contents of the Personal Information if the purchase of the Purchased Assets is not completed for any reason and shall return all Personal Information to the Vendor or destroy such Personal Information at the Vendor's request.

ARTICLE 6 CONDITIONS

6.1 Mutual Conditions of Closing

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

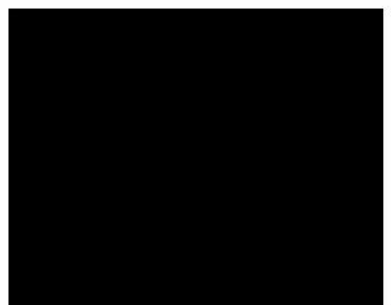
- (a) Approval and Vesting Order. The Court shall have pronounced the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, set aside, or vacated.
- (b) No Order. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority (other than the Court or other court with standing) or otherwise in effect that restrains or prohibits the completion of the Transaction.
- (c) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority (other than the Court or other court with standing) to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (d) Receiver's Certificate. The Receiver shall have provided an executed certificate of the Receiver substantially in the form attached to the Approval and Vesting Order (the "Receiver's Certificate") confirming that all other conditions to Closing have either been satisfied or waived by the Parties.

The foregoing conditions are for the mutual benefit of the Parties. If any condition set out in this Section 6.1 is not satisfied, performed or mutually waived on or prior to the Closing Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

6.2 Purchaser's Conditions of Closing

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Vendor's Deliverables. The Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 5.2.



- (b) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Section 7.1 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (c) No Breach of Covenants. The Vendor shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendor on or before the Closing Date.

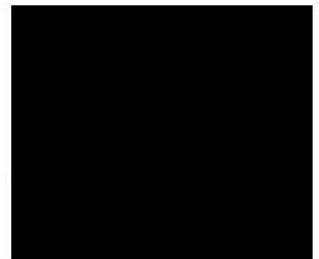
The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 6.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. In the event any condition set out in this Section 6.2 is not satisfied or performed by the Closing Date, the Purchaser may elect on written notice to the Vendor to terminate the Agreement.

6.3 Vendor's Conditions of Closing

The obligation of the Vendor to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents and payments contemplated in Section 5.3.
- (b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 7.2 shall be true and correct in all material respects (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.
- (c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.
- (d) Vendor Parties Releases. The Vendor, and all affiliated parties of the Vendor shall have received full releases in form and content satisfactory to the Vendor.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 6.3 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set forth in this Section 6.3 is not satisfied or performed by the Closing Date, the Vendor may elect on written notice to the Purchaser to terminate the Agreement.



**ARTICLE 7
REPRESENTATIONS AND WARRANTIES**

7.1 Representations and Warranties of the Vendor

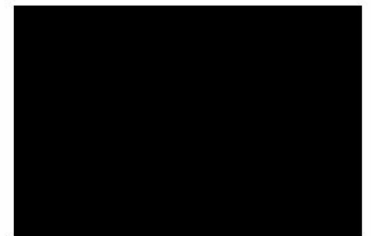
The Vendor hereby represents and warrants to and in favour of the Purchaser as of the date hereof and as of the Closing Time, and acknowledges that, the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Authority. Subject to Court approval of this Agreement, it has the authority pursuant to the Initial Order to sell the Purchased Assets to the Purchaser on the terms and conditions of this Agreement and to apply for the Approval and Vesting Order.
- (b) Residency. The Vendor is not a non resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada).
- (c) Excise Tax Act. The Vendor is registered under Part IX of the *Excise Tax Act* (Canada) with registration number [REDACTED]

7.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendor as of the date hereof and as of the Closing Time, and acknowledges that, the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Purchaser is a band established under the Indian Act (Canada) as of the date hereof, is in good standing under such Act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary action on the part of the Purchaser.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order.
- (e) Proceedings. There are no proceedings pending, or to the knowledge of the Purchaser, threatened against the Purchaser, before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (f) Funding Available. The Purchaser has available sufficient funding to enable the Purchaser to consummate the purchase of the Purchased Assets on the terms set forth herein and



otherwise to perform all of the Purchaser's obligations under this Agreement. For certainty, such funding shall not be conditional on either: (i) title to the Purchased Assets being transferred to the Purchaser or other third party prior to the Purchase Price being advanced to the Vendor and the Receiver's Certificate being issued; and (ii) security being registered against the Purchased Assets prior to Closing, unless authorized by the Vendor.

- (g) **Residency.** The Purchaser is not a non resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada).
- (h) **No Sanctions.** None of the Purchaser, any of its subsidiaries or, to the knowledge of the Purchaser, any director, officer, agent, employee, Affiliate or representative of the Purchaser or any of its subsidiaries is, or is controlled or 50% or more owned by or is acting on behalf of, an individual or entity (a "Sanctioned Person") currently the subject of applicable economic sanctions including those administered or enforced by the government of Canada, the United States of America, or the United Kingdom (collectively, "Sanctions"). None of the Purchaser or any of its subsidiaries is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions. To the Purchaser's knowledge, neither it nor any of its subsidiaries has engaged in any dealings or transactions with or for the benefit of a Sanctioned Person. The Purchaser has procedures and policies in place designed to ensure compliance with Sanctions.

7.3 "As is, Where is"

- (1) Except as contemplated in Section 7.1, the Purchaser acknowledges and agrees that it is purchasing the Purchased Assets and assuming the Assumed Liabilities on an "as is, where is" basis and on the basis that the Purchaser has conducted to its satisfaction an independent inspection, investigation and verification of the Purchased Assets, Assumed Liabilities and all other relevant matters and has determined to proceed with the Transaction contemplated herein and will accept the same at the Closing Time in their then current state, condition, location, and amounts, subject to all Permitted Encumbrances.
- (2) Except as otherwise expressly provided in Section 7.1, no representation, warranty or condition whether statutory (including under *The Sale of Goods Act* (Manitoba), *The International Sale of Goods Act* (Manitoba), the *International Sale of Goods Contracts Convention Act* (Canada) or any other Canadian (including federal, provincial or municipal) or international acts which may be applicable to the subject matter pursuant to the provisions of this Agreement, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods), or express or implied, oral or written, legal, equitable, conventional, collateral, arising by custom or usage of trade, or otherwise is or will be given by the Vendor or the Receiver including as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, merchantable quality, quantity, condition (including physical and environmental condition), suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded and disclaimed and any rights pursuant to such statutes have been waived by the Purchaser. The Purchaser acknowledges and agrees that it has relied entirely and solely on its own investigations as to the matters set out above and in determining to purchase the Purchased Assets and assume the Assumed Liabilities pursuant to this Agreement.
- (3) The description of the Purchased Assets and Assumed Liabilities contained herein is for the purpose of identification only and the inclusion of any item in such description does not confirm the existence of any such items or that any such item is owned by the Vendor. Except as otherwise explicitly set forth in Section 7.1 no representation, warranty or condition has been given by the Vendor or the Receiver concerning the completeness or accuracy of such descriptions and the Purchaser acknowledges and agrees that any other representation, warranty, statements of any kind or nature, express or implied, (including any

relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Vendor or the quality, quantity or condition of the Purchased Assets) are specifically disclaimed by the Vendor.

(4) Any documents, materials and information provided by the Vendor or Receiver to the Purchaser with respect to the Purchased Assets or Assumed Liabilities (including any confidential information memorandums, management presentations, or material made available in the electronic data room) have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and the Vendor and/or Receiver have not made and are not making any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Vendor and/or Receiver and their respective Affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information. The Purchaser further acknowledges that the use of the documents may not be possible without the Purchaser obtaining reliance or other assurances from the author of such documents directly and further that the documents may be subject to copyright or other property rights which may preclude their use by the Purchaser in whole or in part.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated prior to the Closing Date:

- (a) by the Vendor upon written notice to the Purchaser if:
 - (i) the Closing has not occurred by the Outside Date;
 - (ii) the Purchaser has breached its obligations under this Agreement and has not cured such breach within ten (10) Business Days of receiving notice thereof from Vendor; or
 - (iii) the Purchaser refuses or is unable to complete the Transaction notwithstanding that the Purchaser's conditions pursuant to Sections 6.1 and 6.2 have been satisfied fulfilled or performed as required therein;

provided in each case that the failure to close, as applicable, is not caused by a breach of this Agreement by the Vendor; or

- (b) by the Purchaser upon written notice to the Vendor if: (i) the Closing has not occurred by the Outside Date; or (ii) the Vendor has breached its obligations under this Agreement and has not cured such breach within ten (10) Business Days of receiving notice thereof from Purchaser; provided in each case that the failure to close, as applicable, is not caused by a breach of this Agreement by the Purchaser.

8.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder; except for the provisions of Sections 7 (Indemnity), 5.4 (Personal Information Privacy), 9.3 (Public Announcements) and 9.9 (Governing Law).

ARTICLE 9 GENERAL

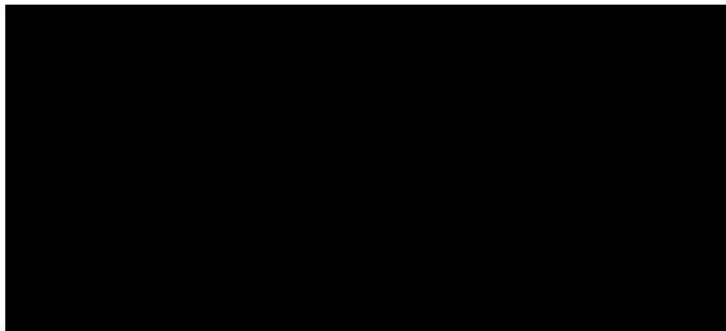
9.1 Access to Books and Records

For a period of two (2) years from the Closing Date or for such longer period as may be reasonably required for the Vendor (or any trustee in bankruptcy of the estate of the Vendor) to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement, if any but the Purchaser is not responsible or liable for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Vendor (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Vendor, including the Receiver) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

9.2 Notice

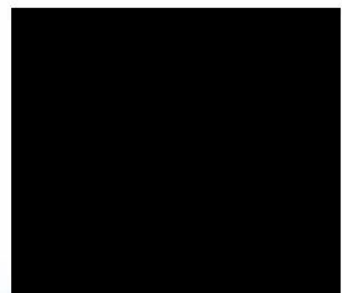
Any notice or other communication under this Agreement shall be in writing and may be delivered by read-receipted email, addressed:

- (a) in the case of the Purchaser, as follows:



- (b) in the case of the Vendor, as follows:

Dakota Plains Wahpeton Oyate Real Estate GP Co. LTD and 356 Assiniboine.
c/o Deloitte Restructuring INC.
Suite 2300, 360 Main St., Winnipeg, MB R3C 3Z3
attention Kateryna Khan
email -katkhan@deloitte.ca





with a copy (which shall not constitute notice) to:

Deloitte Restructuring INC.

8 Adelaide St. W – 200

Toronto, ON M5H 0A9

Attention: Toni Vanderlaan Email: tvanderlaan@deloitte.ca

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Winnipeg time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Winnipeg time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

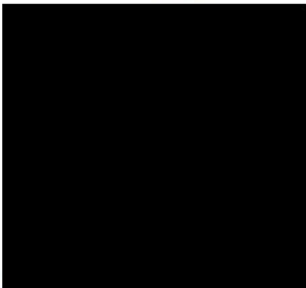
Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

9.3 Public Announcements

The Vendor and/or Receiver shall be entitled to disclose this Agreement to the Court and parties in interest in the Receivership Proceedings, and this Agreement may be posted on the Receiver's website maintained in connection with the Receivership Proceedings at: (<https://www.insolvencies.deloitte.ca/en-ca/Pages/356AssiniboineAvenueLtdOrvilleSmokeWellnessCentre.aspx>). Other than as provided in the preceding sentence or statements made in Court (or in pleadings filed therein) or where required to meet timely disclosure obligations of the Vendor or any of its Affiliates under Applicable Laws or stock exchange rules, the Parties shall not issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the Transactions contemplated hereby without the prior consent of the other Parties, which shall not be unreasonably withheld or delayed.

9.4 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.



9.5 Survival

All representations, warranties and covenants of Vendor contained in this Agreement shall merge and terminate on Closing. Notwithstanding the foregoing, the representations, warranties and covenants of the Purchaser contained herein shall not merge on Closing and shall survive and remain in full force and effect.

9.6 Benefit of Agreement

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

9.7 Entire Agreement

This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Vendor and the Purchaser.

9.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein and each of the Parties irrevocably attorn to the exclusive jurisdiction of the Court in the Receivership Proceedings, and any appellate courts of the Province of Manitoba therefrom.

9.10 Assignment

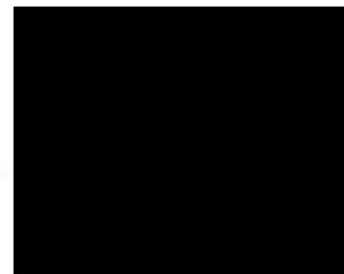
This Agreement may be assigned by the Purchaser prior to the issuance of the Approval and Vesting Order, in whole or in part, without the prior written consent of the Vendor and the Receiver, provided that: (a) such assignee is a related party or subsidiary of the Purchaser; (b) the Purchaser provides prior notice of such assignment to the Vendor and the Receiver; (c) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment and (d) the Purchaser remains bound by all the terms and conditions of this Agreement.

9.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

9.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an



executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

9.13 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

9.14 Receiver's Certificate

The Parties acknowledge and agree that the Receiver shall be entitled to deliver to the Purchaser, and file with the Court, the executed Receiver's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Receiver shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Receiver may deliver the executed Receiver's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Receiver's written confirmation that all such funds have been received, the Receiver's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

9.15 Receiver's Capacity

In addition to all of the protections granted to the Receiver under any order of the Court in the Receivership Proceedings, the Purchaser acknowledges and agrees that the Receiver, acting in its capacity as Receiver and not in its corporate or personal capacity, will have no Liability to the Purchaser in connection with this Agreement or the Transaction contemplated herein.

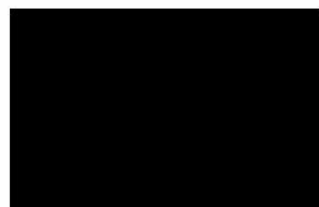
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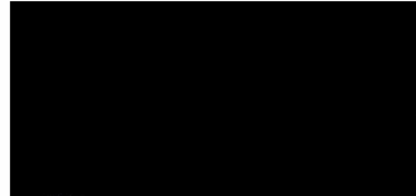
9.17 Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

[Signature Page Follows]



IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.



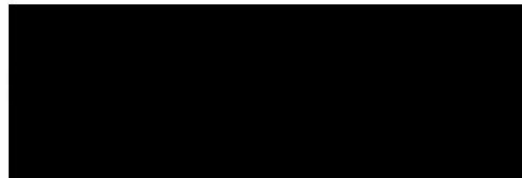
By:

Name:

Title:

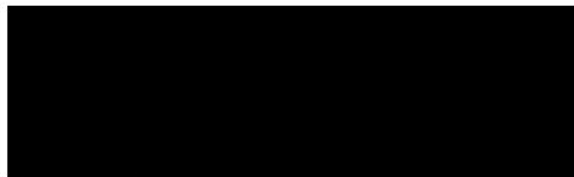
I/We have authority to bind the Corporation

**Deloitte Restructuring Inc. in its capacity as Court
appointed receiver of DAKOTA PLAINS
WAHPETON OYATE REAL ESTATE GP CO.
LTD.**

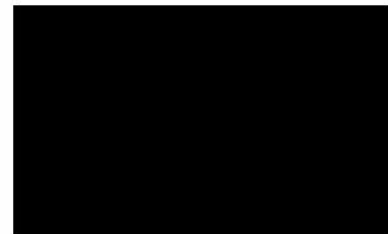


I have authority to bind the Corporation.

**Deloitte Restructuring Inc. in its capacity as Court
appointed receiver of 356 ASSINIBOINE AVE
LTD.**

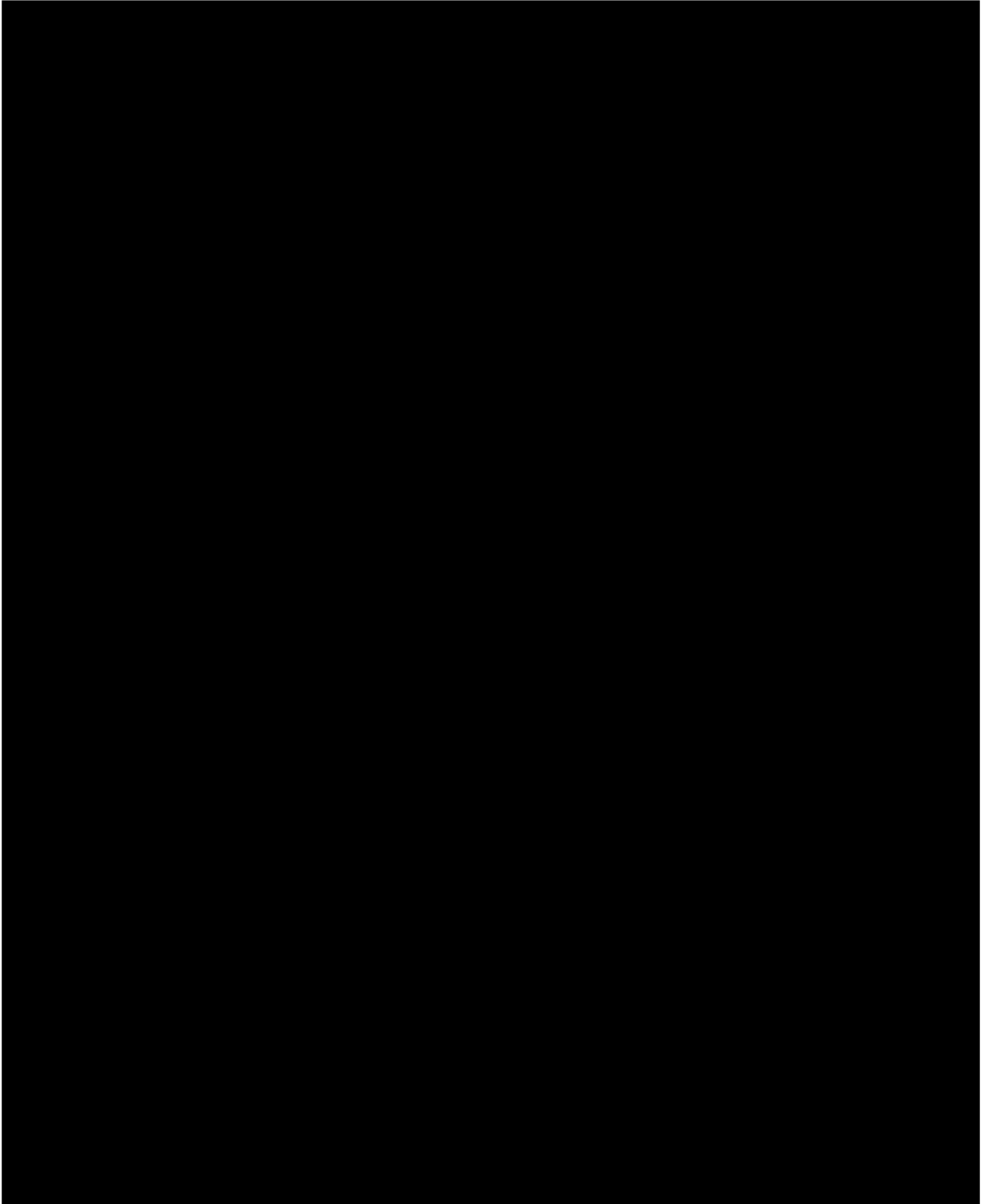


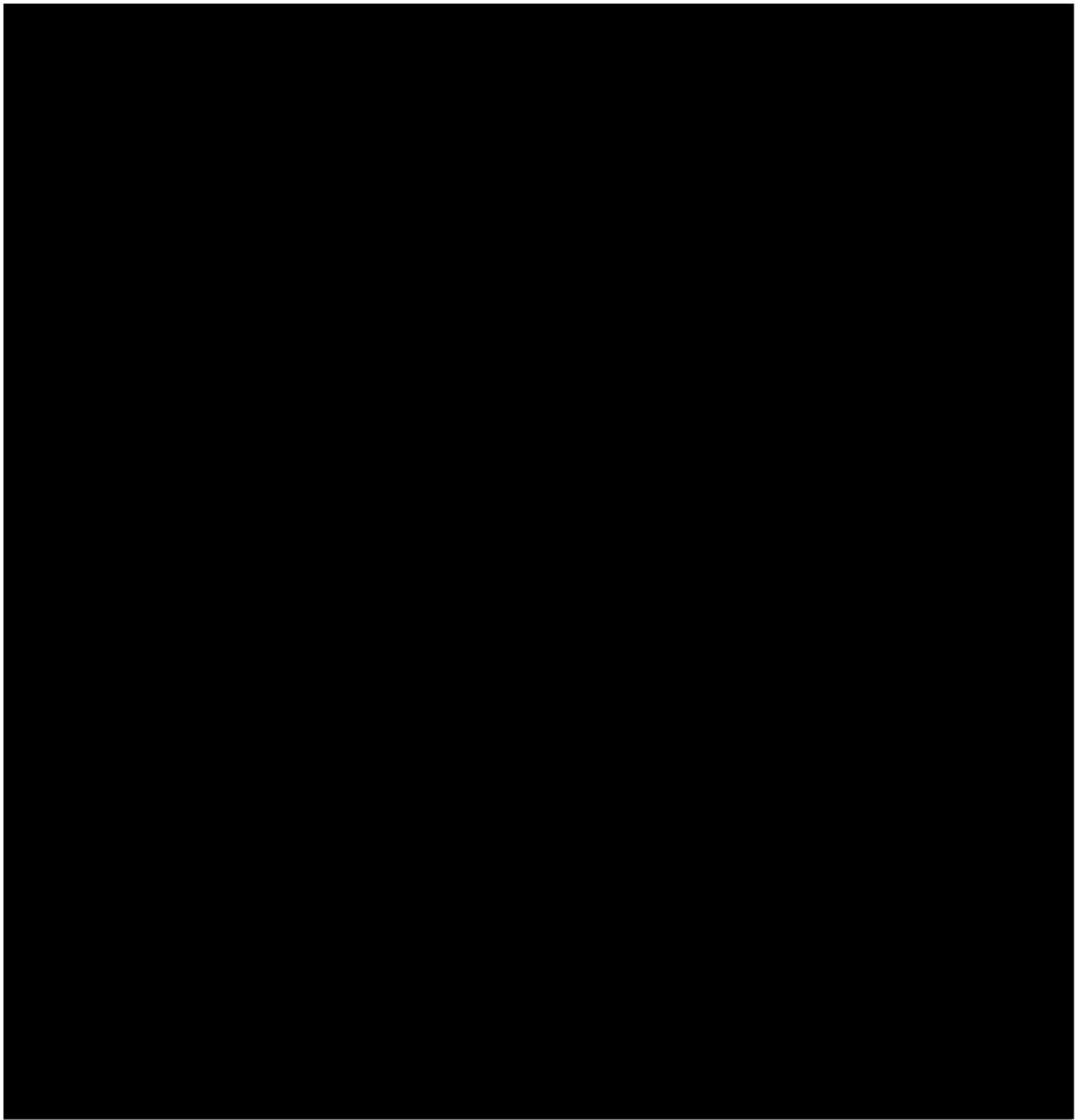
I have authority to bind the Corporation.



SCHEDULE 1.1(e)

ASSIGNED CONTRACTS





SCHEDULE 1.1(h)

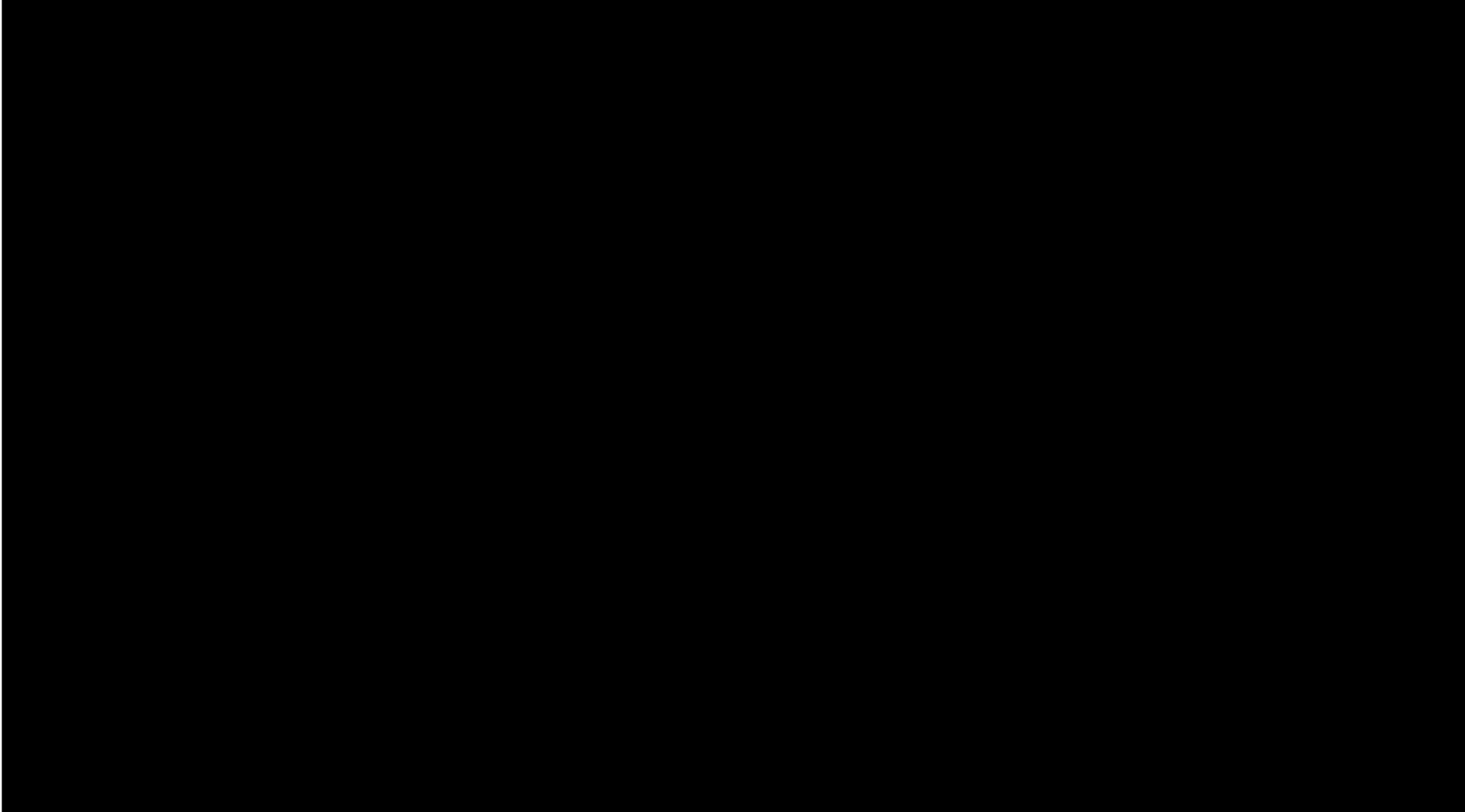
ASSUMED LIABILITIES

Any and all debts, liabilities and obligations of the Vendor arising under the Assigned Contracts for the period from and including the Closing Date, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law.

All liabilities associated with the Authorizations from and after the Closing Date.

SCHEDULE 1.1(y)

CUSTOMERS



SCHEDULE 1.1(hh)

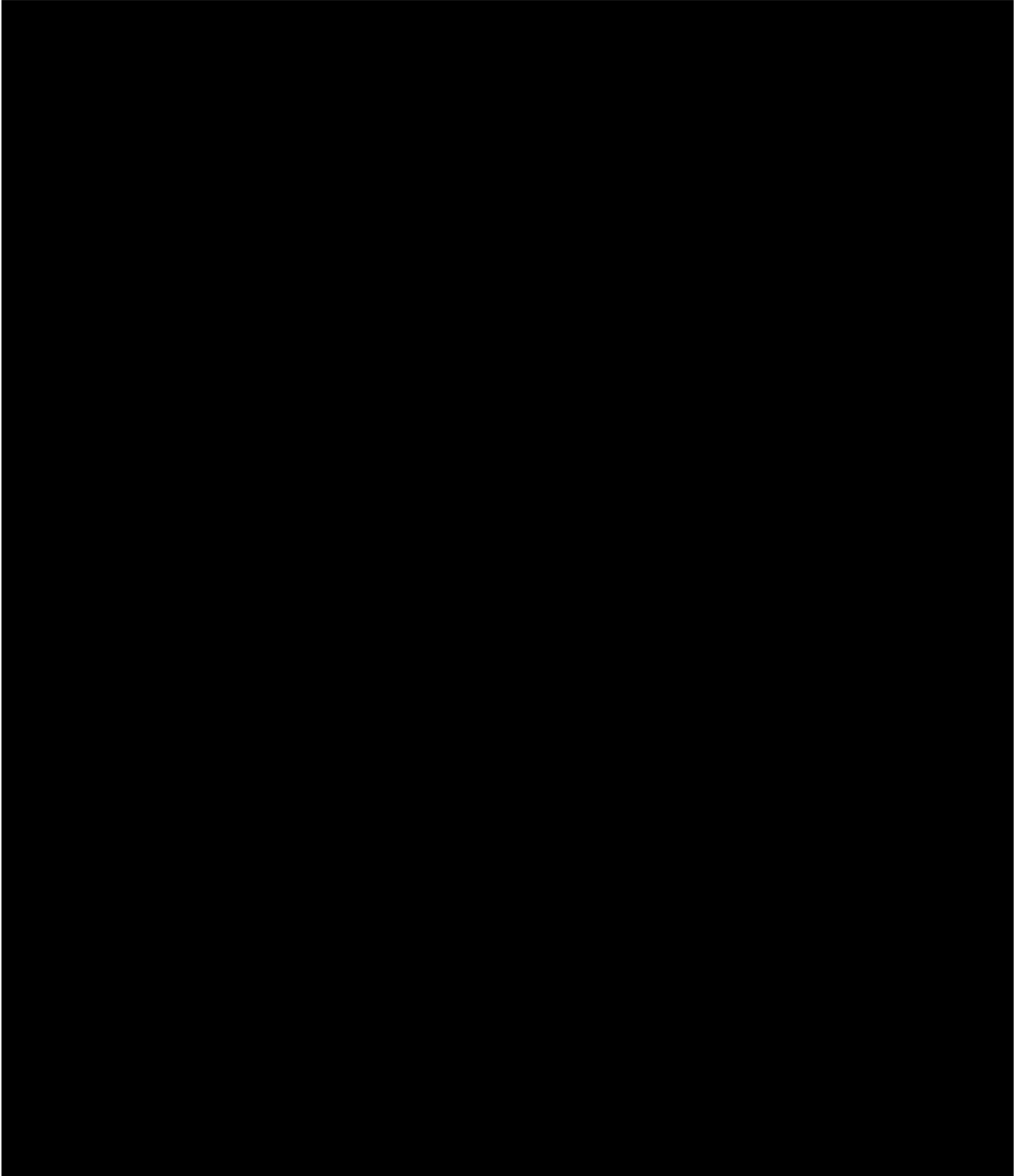
EXCLUDED ASSETS

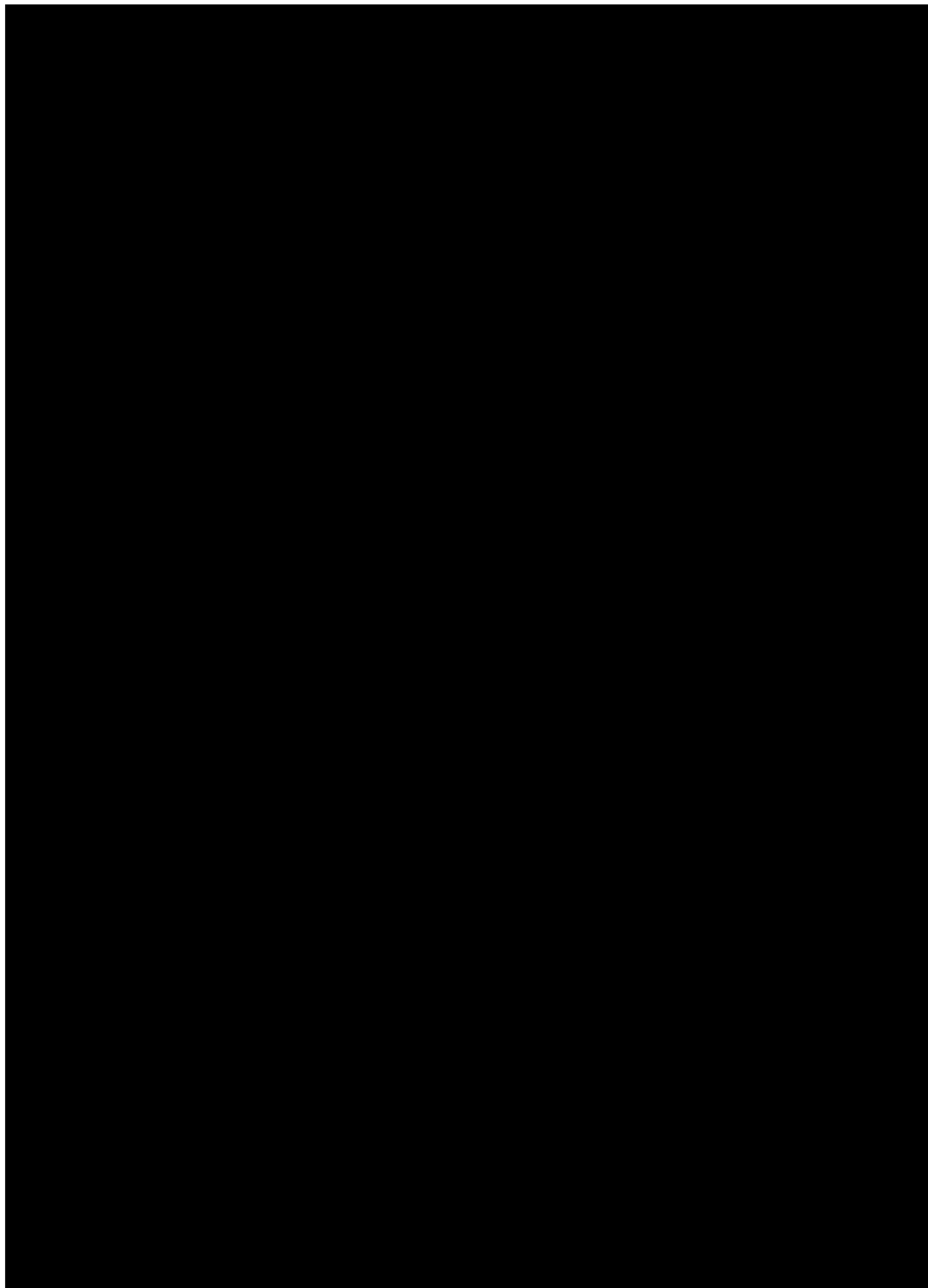
“Excluded Assets” means:

- (a) the cash and cash equivalents, short-term investments, bank account balances, bank deposits, including any deposits posted in respect of letters of credit, and petty cash of the Vendor;
- (b) all accounts receivable of the Vendor as at the Closing Date;
- (c) all rights of the Vendor to tax refunds, credits, rebates or similar benefits relating to the Purchased Assets;
- (d) shares and other interests or capital of the Vendor;
- (e) the tax records and insurance policies of the Vendor;
- (f) any Claim of the Vendor to reimbursement under any insurance policy applicable to the Vendor;
- (g) Books and Records not pertaining to the Purchased Assets;
- (h) all machinery, equipment, tools, or vehicles owned by third parties that are situated on the Real Property; and
- (i) all cash or letters of credit delivered to the City of Winnipeg by the Vendor pursuant to any site plan or other development agreements.

SCHEDULE 1.1(qq)

INVENTORY







SCHEDULE 1.1 (zz)(viii)

PERMITTED ENCUMBRANCES

The following instruments registered against the title(s) to the Purchased Assets:

- Public pathway easement – Registration No. 1428109/1- Caveator: The City of Winnipeg

SCHEDULE 4.6

EMPLOYEES

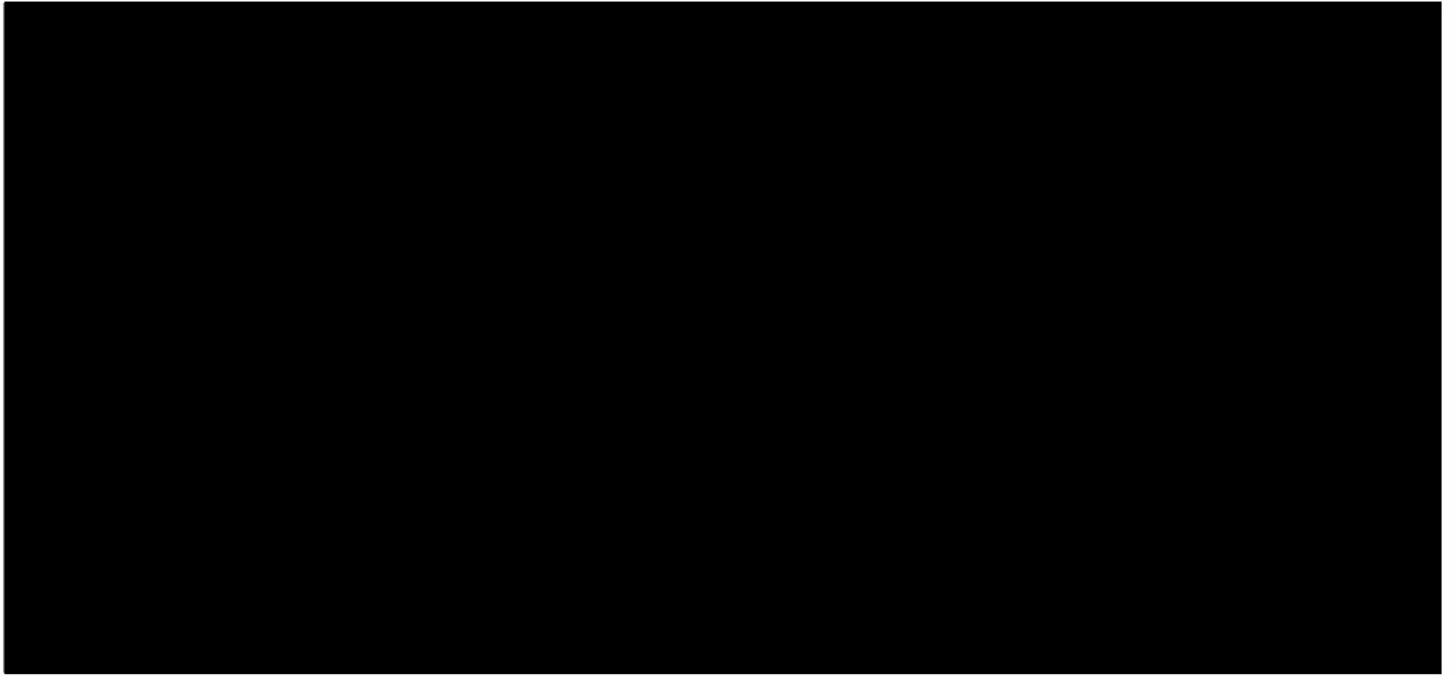


Exhibit G – Fees and Disbursements of the Receiver

In the Matter of the Receivership of
the 356 Assiniboine Avenue Ltd. and Dakota et al
Statement of Fees and Disbursements of the Receiver
As at November 22, 2024

Vendor	Invoice	Invoice date	Fees	Disbursements	HST	Total
Deloitte Restructuring Inc	8004755167	8-May-24	120,230.00	1,979.47	15,887.23	138,096.70
Deloitte Restructuring Inc	8004859987	31-May-24	85,305.50	803.35	11,194.15	97,303.00
Deloitte Restructuring Inc	8005166660	16-Sep-24	172,474.00	3,393.52	22,862.78	198,730.30
Deloitte Restructuring Inc	8005372756	15-Nov-24	78,359.50	2,300.78	10,485.84	91,146.12
Deloitte Restructuring Inc	8005430661	29-Nov-24	52,131.00	83.03	6,787.82	59,001.85
Total			508,500.00	8,560.15	67,217.82	584,277.97

Exhibit H – Fees and Disbursements of the Receiver’s Legal Counsel

In the Matter of the Receivership of
the 356 Assiniboine Avenue Ltd. and Dakota et al
Statement of Fees and Disbursements of the Receiver's Legal Counsel
As at November 22, 2024

Vendor	Invoice	Invoice date	Fees	Disbursements	GST	PST	Total
Taylor McCaffrey	702783	15-May-24	9,078.60	-	451.68	620.97	10,151.25
Taylor McCaffrey	704333	11-Jun-24	692.50	-	34.63	48.48	775.61
Taylor McCaffrey	708219	19-Aug-24	2,235.50	33.70	113.47	156.49	2,539.16
Taylor McCaffrey	711815	15-Oct-24	11,240.50	5.55	562.31	786.84	12,595.20
Taylor McCaffrey	715565	2-Dec-24	28,442.00	150.00	1,422.10	1,990.94	32,005.04
Total			51,689.10	189.25	2,584.19	3,603.72	58,066.26

**Exhibit I – Statement of Receipts and Disbursements for the period March 28, 2024 to
November 22, 2024**

**In the Matter of the Receivership of
the 356 Assiniboine Avenue Ltd. and Dakota et al
Statement of Receipts and Disbursements
As at November 22, 2024**

\$CAD	Amount
Receipts	
Cash on hand	228,027.76
Accounts receivable	169,165.80
Sales receipts from operations	476,563.10
Other receipts	850,847.45
Interest	3,234.73
GST Refund	23,106.89
Total receipts	1,750,945.73
Disbursements	
Filing fees paid to Official Receiver	(482.52)
GST/HST paid	(50,706.21)
Insurance	(37,937.04)
Bank charges	(1,134.77)
Salaries and wages	(234,542.79)
Workplace/employee insurance	(3,526.80)
Contractor payments (bookkeeping)	(4,850.00)
Operating expenses	(118,231.92)
Equipment Leasing	(1,360.00)
Repairs and maintenance	(12,478.08)
Utilities on operations	(26,527.39)
Administrative expenses	(351.67)
Property/Realty taxes	(8,696.00)
Legal Fees	(23,286.35)
Restructuring fees	(304,778.50)
Total disbursements	(828,890.04)
Estate balance at November 22, 2024	922,055.69