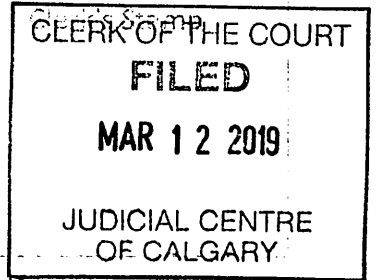


Form 27

[Rules 6.3 and 10.52(1)]

COURT FILE NUMBER 1801-05767
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF C.K.V. DEVELOPMENTS INC.
(RESPONDENT)
DEFENDANT CENTRO MOTEL INC.
(APPLICANT)
DOCUMENT CONSENT ORDER



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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Calgary, Alberta T2P 1C2

Robert Hawkes QC
Tel: 403 571 1520
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File: 11711-003

DATE ON WHICH ORDER WAS PRONOUNCED:

MARCH 12, 2019

NAME OF JUSTICE MAKING THIS ORDER:

The Honourable Justice D.K. MILLER

LOCATION OF HEARING:

Calgary, Alberta

UPON THE APPLICATION of CENTRO MOTEL INC.; **AND UPON** reference to the Affidavits of Dino Rossi and Brian Webb sworn and filed in this Action;

AND UPON HEARING counsel for the Applicant; **AND UPON NOTING** the consent of counsel for the Respondent.

IT IS HEREBY ORDERED THAT:

1. Centro Motel Inc., now known as Centro Management & Consulting Ltd. ("Centro") may exercise its contractual rights under the Agreement for Sale entered into effective May 31, 2017 ("AFS"), between Centro and C.K.V. Developments Inc. ("CKV") without further Order of this Court.

2. Under paragraph 9 of the AFS, Centro may appoint a Receiver Manager over:

PLAN 7545FN, BLOCK 11, LOTS 8 to 10 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

("Lands")

and the motel assets and business located on the Lands (the "Motel Business"). The Land and the Motel Business will be referred to as the Property.

3. The Receiver Manager 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 Manger is hereby expressly empowered and authorized to do any of the following where the Receiver Manger 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 placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the motel business, 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 other business, or cease to perform any contracts of CKV or Centro in relation to the Property;
- (d) to engage an appraiser, accountants, 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 receive and collect all monies and accounts now owed or hereafter owing to CKV and to exercise all remedies of CKV in collecting such monies, including, without limitation, to enforce any security held by CKV;
- (f) to settle, extend or compromise any indebtedness owing to or by CKV;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver Manager's name or in the name and on behalf of CKV, for any purpose pursuant to this Order;
- (h) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

4. No proceeding or enforcement process in any court or tribunal, shall be commenced or continued against the Receiver Manager except with the written consent of the Receiver Manager or with leave of this Court.

5. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver Manager shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver Manager under any applicable law.

6. The Receiver Manger manager shall proceed with a sales process for the Lands and the Motel Business as allowed by paragraph 9 of the AFS, including:

- (a) Obtaining an appraisal for the Lands and Motel Business;
- (b) Listing the Lands and the Motel Business for sale with a licensed commercial realtor specializing in motel properties.

7. CKV and its employees shall cooperate with the Receiver Manger manager both with respect to obtaining the appraisal, management of the property during the sale process and with respect to listing and showing the property.

8. The Receiver Manager shall seek Court approval for any sale of the Lands and the Motel Business, after first seeking the consent of both Centro and CKV.

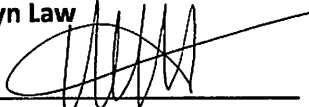
9. The Receiver Manager, and counsel to the Receiver Manager, if any, shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver Manager and counsel to the Receiver Manager shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver Manager'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.

10. The Receiver Manager and its legal counsel shall pass their accounts from time to time.

11. Centro shall have its entire costs of these proceedings on a solicitor and his own client basis, payable by CKV.


Justice of the Court of Queen's Bench of
Alberta

Consented to this 4th of day of July 2018

Llewellyn Law

Per: Meenu Aluwalia
counsel for C.K.V. DEVELOPMENTS INC

Consented to this 5th of day of July 2018

JSS Barristers

Per: Robert Hawkes QC
counsel for Centro Motel Inc.