

Clerk's Stamp:

COURT FILE NUMBER	1201 15430
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	STANLEY EISENBERG, BRENDA EISENBERG, JACK EISENBERG, LYNN EISENBERG and EISENBERG'S PROPERTIES LTD.
DEFENDANT	910234 ALBERTA LTD., RANDY CALMUSKY, THERESA CALMUSKY, KYLE CALMUSKY, CALE HUMENIUK and JORDAN RINTOUL
DOCUMENT	APPLICATION
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Field LLP 400 – 444 – 7 Avenue SW Calgary AB T2P 0X8 Lawyer: Douglas S. Nishimura Phone Number: (403) 260-8500 Fax Number: (403) 264-7084 Email Address: dnishimura@fieldlaw.com File No. 56679-3

NOTICE TO RESPONDENT: THERESA CALMUSKY:

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

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

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

Date:	January 11, 2021
Time:	3:30 p.m. – Commercial List – Via WebEx
Where:	Calgary Courts Centre 601 – 5 th Street SW, Calgary, AB T2P 5P7
Before Whom:	Justice J. T. Neufeld

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

Remedy claimed or sought:

1. Grant Thornton Limited, in its capacity as Court-appointed Receiver/Manager (the "**Receiver**") of the current and future assets, undertakings and properties of 910234 Alberta Ltd. ("**910**") seeks an Order, substantially in the form attached hereto as Schedule "A" and "B" for the following relief:
 - (a) Abridging, if necessary, the time for service of this Application and supporting materials, and declaring service of same to be good and sufficient;
 - (b) Approving the actions of the Receiver as outlined in the Seventeenth Report of the Receiver dated January 4, 2020, to be filed (the "**Receiver's Seventeenth Report**").
 - (c) Approving the Residential Purchase Contract dated December 30, 2020, (the "**Contract**") between the Receiver as Vendor and Mitchell Diaper and Stacey Steinberg (or its nominee) as Purchasers, for the lands municipally described as 110 Hawks Landing Drive, Priddis, Alberta and legally described as:

PLAN 0410490
BLOCK 4
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Property**").
 - (d) attached as Confidential Appendix 5 to the Receiver's Seventeenth Report and approving the sale and transfer of the property (as defined in the Contract) and the vesting of title in the property into the name of the Purchasers (or its nominee), free and clear of all encumbrances other than the permitted encumbrances in the Contract, upon the Receiver delivering a certificate certifying the closing of the Contract, and directing and authorizing the Receiver to take such steps as the Receiver determines necessary or advisable to close the transaction for the purchase and sale of the property as contemplated in the Contract.
 - (e) Directing that possession of the Property be delivered up to the Purchasers upon closing, or within such time as the Court may direct, in default of which, granting authority to a civil enforcement agency to evict any occupant of the Property.

- (f) Allowing registration at the Land Titles Office immediately, notwithstanding the requirements of s. 191(1) of *the Land Titles Act*.
2. The proceeds of any sale of appliances currently excluded from the Contract which may be negotiated after the date of this Application shall be retained by the Receiver and applied to any deficiency owing to the Receiver on account of the Mortgage, Settlement Agreement or costs associated therewith.
 3. Directing that in the event that the appliances do not sell prior to closing, Theresa Calmusky shall, at her own cost, hire a professional firm, to remove the appliances.
 4. Approving the interim distribution of the funds described in the Receiver's Seventeenth Report.
 5. Sealing Appendices 4, 5 and 8 of the Receiver's Seventeenth Report dated January 4, 20-2021 on the Court file until such time as the Receiver's Certificate has been filed.
 6. Costs of this application.
 7. Such further and other relief as counsel may advise and this Honourable Court deem fit.

Grounds of the Application:

8. The Receiver was appointed as receiver and manager of the assets, properties and undertakings of 910 pursuant to the Receivership Order granted on December 10, 2012, by the Honourable Mr. Justice S. J. LoVecchio, as amended and restated on January 14, 2013, by the Honourable Madam Justice K. M. Horner (collectively referred to as the "**Receivership Order**").
9. The Receiver was empowered and authorized to sell 910's current and future assets, undertakings and properties of every nature and kind whatsoever pursuant to the Receivership Order. It was further authorized to settle debts owed to 910.
10. Pursuant to a settlement agreement signed by Theresa Calmusky ("**Ms. Calmusky**"), on August 17, 2015 (the "**Settlement Agreement**"), Ms. Calmusky, agreed, *inter alia*:
11. To pay the sum of \$150,000 (the "**Settlement Payment**") to the Receiver in satisfaction of the Receiver's claims against the Respondent;

- (a) To grant a second Collateral Mortgage against real property owned by Theresa Calmusky municipally described as 110 Hawks Landing, Priddis, Alberta and legally described as Plan 0410490, Block 4, Lot 133 (the "**Property**") as security for the Settlement Payment and to list the Property immediately for sale;
 - (b) Upon sale of the Property, to pay the net proceeds of the sale, after payment of realtor fees, commissions and prior encumbrances, to the Receiver, up to the amount of the Settlement Payment; and
 - (c) The Respondent would be indebted to the Receiver for any deficiency following the sale of the Property.
12. Pursuant to an Order granted by the Honourable Madam Justice K. M. Horner on November 3, 2020, the Property was listed for sale pursuant to a Judicial Listing.
13. The Receiver and the Purchaser have entered into the Contact, a condition of which is approval by this Honourable Court.
14. The Land was sufficiently exposed to the relevant market in a commercially reasonable and fair marketing process. The purchase price to be paid by the Purchasers represents the best price that can be obtained for the Land. The Receiver has provided information on the sales and marketing process for the Land in the Seventeenth Report.
15. The sale of the Land, as proposed, is in the best interests of the estate of the stakeholders, being the creditors of 910.
16. Such further and other materials as counsel may advise and this Honourable Court deem fit.

Sealing Order

17. Appendices 4, 5 and 8 of the Receiver's Seventeenth Report contains and discusses matters of a highly sensitive commercial nature, and their publication could result in serious commercial damage to the estate and could prejudice any future sales process.

18. The Sealing Order is the least restrictive and prejudicial alternative to prevent the dissemination of commercially sensitive information about the estate, the Property and the respective stakeholders.
19. It is fair and just in the circumstances to restrict public access to Appendices 4, 5 and 8 of the Receiver's Seventeenth Report.

Material or evidence to be relied on:

1. Receivership Order granted by the Honourable Justice S. J. LoVecchio on December 12, 2012;
2. Amended and Restated Receivership Order granted the Honourable Justice K. M. Horner on January 14, 2013;
3. The Order granted by the Honourable Madam Justice K. M. Horner on November 3, 2020;
4. The Receiver's Seventeenth Report dated January 4, 2021, filed concurrently with this Application;
5. The pleadings filed in this proceeding; and
6. Such further and other material as counsel may advise and this Honourable Court may permit.

Applicable Rules:

1. *Alberta Rules of Court*; and
2. Such further and other Rules as counsel may advise.

Applicable Acts and Regulations:

1. *The Bankruptcy and Insolvency Act*;
2. Sections 17 and 22 of the *Civil Enforcement Act*, R.S.A. 2000, c. C-15;
3. *The Judicature Act* (Alberta).
4. *The Business Corporations Act* (Alberta)
5. *The Personal Land Security Act* (Alberta)

6. The inherent jurisdiction of this Honourable Court; and
7. Such further and other Acts and regulations as counsel may advise.

Any irregularity complained of or *objection* relied on:

1. N/A

How the Application is proposed to be heard or considered:

1. This Application is proposed to be heard in Justice Chambers.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the Applicant.

SCHEDULE A

Clerk's Stamp:

COURT FILE NUMBER	1201-15430
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	STANLEY EISENBERG, BRENDA EISENBERG, JACK EISENBERG, LYNN EISENBERG and EISENBERG'S PROPERTIES LTD.
DEFENDANTS	910234 ALBERTA LTD., RANDY CALMUSKY, THERESA CALMUSKY, KYLE CALMUSKY, CALE HUMENIUK and JORDAN RINTOUL
DOCUMENT	<u>APPROVAL OF SALE AND VESTING ORDER</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Field LLP 400 – 444 – 7 Avenue SW Calgary AB T2P 0X8 Lawyer: Douglas S. Nishimura Phone Number: (403) 260-8548 Fax Number: (403) 264-7084 Email Address: dnishimura@fieldlaw.com File No. 56679-3
DATE ON WHICH ORDER WAS PRONOUNCED:	<u>Monday, January 11, 2021</u>
LOCATION WHERE ORDER WAS PRONOUNCED:	<u>Calgary, Alberta</u>
NAME OF JUSTICE WHO MADE THIS ORDER:	<u>Justice J. T. Neufeld</u>

ORDER

UPON THE APPLICATION of Grant Thornton Limited, the Court appointed receiver (the "**Receiver**") of the assets, properties and undertakings of 910234 Alberta Ltd. ("**910**") for an Order approving the sale transaction (the "**Transaction**") contemplated by a residential purchase contract (the "**Contract**") between the Receiver and Mitchell Diaper and Stacey Steinberg (collectively referred to as the "**Purchasers**") dated December 30, 2020 and appended as Confidential Appendix 5 to the Receiver's Seventeenth Report dated January 4, 2021 (the "**Seventeenth Report**") and vesting in the Purchasers (or

its nominee), the Respondent, 910 and Theresa Calmusky's right, title and interest in and to the Lands as defined below;

AND UPON HAVING read the Application filed by the Receiver on _____, 2021; AND UPON being referred to the documents outlined in the said Application filed by the Receiver, including the Seventeenth Report; AND UPON hearing counsel for the Receiver and all other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

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

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Contract by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Property to the Purchasers (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule "A" hereto (the "**Receiver's Closing Certificate**"), all of 910 and Theresa Calmusky's right, title and interest in and to the Lands (listed in Schedule "B" hereto) shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order;

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

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

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

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
- (b) cancel existing Certificate of Title No. 171 104 375 for those Lands and premises municipally described as 110 Hawks Landing Drive, Priddis, Alberta and legally described as:

PLAN 0410490
BLOCK 4
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Property**").

- (i) issue a new Certificate of Title for the Lands in the name of the Purchasers (or its nominee;
 - (ii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and
 - (iii) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- 5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Contract. presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
- 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Contract.
- 7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
- 8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Lands (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Lands from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Lands and may be asserted against the net proceeds from sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and

remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Lands without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Except as expressly provided for in the Contract or by section 5 of the Alberta Employment Standards Code, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against 910.
10. Upon completion of the Transaction, 910 and all persons who claim by, through or under the 910 in respect of the Lands, and all persons or entities having any Claims of any kind whatsoever in respect of the Lands, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Lands, and to the extent that any such persons or entities remain in the possession or control of any of the Lands, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Lands, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. Theresa Calmusky (and/or any occupant of the Property) shall delivery up possession of the Property to the Purchasers upon closing. If the Property is occupied upon closing, the Receiver is at liberty to request a civil enforcement agency to evict any occupant of the Property.
12. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Lands for its own use and benefit without any interference of or by 910, or any person claiming by, through or against 910.
13. The proceeds of any sale of appliances currently excluded from the Contract which may be negotiated after the date of this Order shall be retained by the Receiver and applied to any deficiency owing to the Receiver on account of the Mortgage, Settlement Agreement or costs associated therewith. In the event that the appliances do not sell prior to closing, Theresa

Calmusky shall, at her own cost, hire a professional firm, to remove the appliances and act carefully, not to damage the same during removal, as recommended by the realtor.

14. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
15. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in 910's records pertaining to 910's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which 910 was entitled.
17. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
18. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.
20. Service of this order and all subsequent documents in this action may be effected upon Calmusky by email at the address tcalmusky@hotmail.com and rcalmusky@telus.net; and by delivering a copy by courier to the Property.

Justice of the Court of Queen's Bench

SCHEDULE "A"

COURT FILE NUMBER	1201-15430
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	STANLEY EISENBERG, BRENDA EISENBERG, JACK EISENBERG, LYNN EISENBERG and EISENBERG'S PROPERTIES LTD.
DEFENDANTS	910234 ALBERTA LTD., RANDY CALMUSKY, THERESA CALMUSKY, KYLE CALMUSKY, CALE HUMENIUK and JORDAN RINTOUL
DOCUMENT	<u>RECEIVER'S CERTIFICATE</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Field LLP 400 – 444 – 7 Avenue SW Calgary AB T2P 0X8 Lawyer: Douglas S. Nishimura Phone Number: (403) 260-8548 Fax Number: (403) 264-7084 Email Address: dnishimura@fieldlaw.com File No. 56679-3

RECITALS

- A. Pursuant to a Receivership Order granted on December 10, 2012, by the Honourable Mr. Justice S. J. LoVecchio, as amended and restated on January 14, 2013, by the Honourable Madam Justice K. M. Horner (collectively referred to as the "**Receivership Order**"), Grant Thornton Limited was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of 910234 Alberta Ltd. (the "**910**").
- B. Pursuant to an Order of the Court dated _____, 2021, the Court approved the agreement of purchase and sale made as of December 30, 2020 (the "**Contract**") between the Receiver and Mitchell Diaper and Stacey Steinberg (the "**Purchaser**") and provided for the vesting in the Purchaser (or its nominee) of 910's and Theresa Calmusk's right, title and interest in and to the Lands, which vesting is to be effective with respect to the Lands upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Lands; (ii) that the conditions to Closing as set out in section * of the Contract have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Contract.

THE RECEIVER CERTIFIES the following:

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

**GRANT THORNTON LIMITED, in its capacity as
Receiver/Manager of the assets and
undertakings of 910234 Alberta Ltd. and not in
its personal capacity**

Per: _____

SCHEDULE "B"
(the Lands)

PLAN 0410490

BLOCK 4

LOT 13

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "C"
(Encumbrances)

Instrument No. 071 285 701 – Caveat – Purchaser's Interest – Priddis Creek Development Ltd.;
Instrument No. 091 143 909 – Mortgage – The Toronto Dominion Bank;
Instrument No. 161 000 796 – Release of Dower Rights – Randy Calmusky
Instrument No. 161 000 797 – Mortgage – Grant Thornton Limited
Instrument No. 161 058 472 – Certificate of Lis Pendens – Alberta Securities Commission

SCHEDULE "D"
(Permitted Encumbrances)

Instrument No. 931 148 784 – Utility Right of Way

Instrument No. 041 059 939 – Caveat re: Development Agreement

Instrument No. 041 128 338 – Restrictive Covenant

SCHEDULE B

Clerk's Stamp:

COURT FILE NUMBER	1201-15430
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	STANLEY EISENBERG, BRENDA EISENBERG, JACK EISENBERG, LYNN EISENBERG and EISENBERG'S PROPERTIES LTD.
DEFENDANTS	910234 ALBERTA LTD., RANDY CALMUSKY, THERESA CALMUSKY, KYLE CALMUSKY, CALE HUMENIUK and JORDAN RINTOUL
DOCUMENT	<u>SEALING ORDER</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Field LLP 400 – 444 – 7 Avenue SW Calgary AB T2P 0X8 Lawyer: Douglas S. Nishimura Phone Number: (403) 260-8548 Fax Number: (403) 264-7084 Email Address: dnishimura@fieldlaw.com File No. 56679-3
DATE ON WHICH ORDER WAS PRONOUNCED:	<u>Monday, January 11, 2021</u>
LOCATION WHERE ORDER WAS PRONOUNCED:	<u>Calgary, Alberta</u>
NAME OF JUSTICE WHO MADE THIS ORDER:	<u>Justice J. T. Neufeld</u>

ORDER

UPON THE APPLICATION of the Grant Thornton Limited, Receiver of 910234 Alberta Ltd. (the "**Receiver**"); AND UPON HAVING read the Application filed by the Receiver on January 4, 2021; AND UPON being referred to the documents outlined in the said Application filed by the Receiver, including the Seventeenth Receiver's Report dated January 4, 2021 (the "**Receiver's Report**") and the Confidential Appendices 4, 5 and 8;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

SEALING

2. The Confidential Appendices shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4, Part 6 of the *Alberta Rules of Court*.
3. The Clerk of the Court shall file the Confidential Supplement, including the appendices thereto, in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

CONFIDENTIAL APPENDICES

THIS ENVELOPE CONTAINS THE CONFIDENTIAL APPENDICES 4, 5 AND 8 OF THE RECEIVER'S SEVENTEENTH REPORT DATED JANUARY 4, 2021 OF GRANT THORNTON LIMITED, IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF 910234 ALBERTA LTD.

THE CONFIDENTIAL APPENDICES ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE J. T. NEUFELD ON JANUARY 11, 2021 AND NO PERSON IS TO HAVE ACCESS TO THE CONFIDENTIAL APPENDICES UNTIL THE RECEIVER HAS FILED A RECEIVER'S CERTIFICATE.

4. The content of the Application proceedings on January 11, 2021, the Court file, the transcript of proceedings, documents related to these application proceedings (including this Order) and related facts shall not be published in the news media, including newspapers or media broadcasts until further order of this Court or the date that is ninety days after the subsequent Order of this Court discharging the Receiver.
5. An application to unseal the Confidential Appendices may be made at any time upon fourteen days' written notice to counsel for the Receiver.

6. Any interested party may apply to this Court to vary or amend this Order on not less than 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.
7. This Order must be served only upon those interested parties attending or represented at the within Application and service may be effected by facsimile, electronic mail, personal delivery or courier and shall constitute good and sufficient service.

J.C.C.Q.B.A.