

COURT FILE NUMBER Q.B.G. 399 of 2020

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

PLAINTIFF CANADIAN MORTGAGE SERVICING CORPORATION

DEFENDANT 101118672 SASKATCHEWAN LTD. (formerly Korf Properties Ltd.)

**IN THE MATTER OF THE RECEIVERSHIP OF 101118672 SASKATCHEWAN LTD.
(formerly Korf Properties Ltd.)**

RECEIVER'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice R.W. Elson of the Court of Queen's Bench of Saskatchewan (the "**Court**") dated March 17, 2020, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the assets, undertakings and property of 101118672 Saskatchewan Ltd. (formerly Korf Properties Ltd.) (the "**Debtor**").
- B. Pursuant to an Order of the Court dated December 16, 2020, the Court approved the agreements of purchase and sale made as of effective as of September 15, 2020, as amended effective as of November 12, 2020, as amended and restated pursuant to the Amended and Restated Agreement for Purchase and Sale dated effective December 22, 2020 (the "**Sale Agreement**") between the Receiver and 6313248 Manitoba Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 2.2 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

- 1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
- 2. The conditions to Closing as set out in section 2.2 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee);

3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at **11:00 AM** on **February 1, 2020**.

MNP Ltd., in its capacity as Receiver of the undertaking, property and assets 101118672 Saskatchewan Ltd. (formerly Korf Properties Ltd.), and not in its personal capacity.



Per: _____

Name: Ian Schofield

Title: Senior Vice President