

COURT FILE NUMBER	2303 22127
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	BANK OF MONTREAL
DEFENDANTS	2093924 ONTARIO INC., HYEONG SIK KIM AND HEE SEON KIM
DOCUMENT	FIRST REPORT TO THE COURT OF MNP LTD. IN ITS CAPACITY AS RECEIVER OF 2093624 ALBERTA LTD. DATED JUNE 17, 2024
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Miller Thomson LLP 2700 Commerce Place 10155 – 102 Street Edmonton, AB T5J 4G8 Attention: Susy Trace Telephone: (780) 429-9713 Email: strace@millerthomson.com Solicitors for the Receiver, MNP Ltd.

LIST OF SCHEDULES

Schedule "A" - Copy of an Alberta Trade Name/Partnership Search of the Wash Factory

Schedule "B" - Notice and Statement of Receiver

Schedule "C" - Trademarks & Patent License Agreement dated as of March 20, 2017 and executed April 10, 2017

Schedule "D" - Copies of the registered Trademarks and Patent obtained from the Canadian Intellectual Property Office

Schedule "E" - Copy of an Alberta Corporate Search for Slaz Investments Ltd.

Schedule "F" - Copy of an Alberta Corporate Search for 1643434 Alberta Ltd.

Schedule "G" - Copy of an Alberta Corporate Search for Blouroy Summit Investments Corp.

Schedule "H" - Copy of an Alberta Trade Name/Partnership Search for "ROCK-N-WASH"

Schedule "I" – A copy of the 2017 Purchase Agreement (as hereinafter defined)

Schedule "J" – A copy of a Certificate of Title for PLAN 0720455; BLOCK 21; LOT 2

Schedule "K" – A copy of a Canadian Patent Application regarding the Patent obtained from the Canadian Intellectual Property Office

Schedule "L" – A summary of the Receiver's fees and disbursements

Schedule "M" - A summary of the fees and disbursements of the Receiver's counsel

INTRODUCTION AND PURPOSE OF THE REPORT

1. MNP Ltd. was appointed Receiver (the "**Receiver**") of the property, assets and undertakings of 2093924 Ontario Inc. which operates under the banner name "Wash Factory" (**the "Wash Factory" or the "Company"**) pursuant to an order made effective on February 15, 2024 (the "**Receivership Order**") of the Honourable Justice G.S. Dunlop of the Court of King's Bench of Alberta (the "**Court**"). The Receivership Order was granted on January 12, 2024, however the Receiver's obligations pursuant to the Receivership Order did not come into effect, and the Receiver was not considered to be in possession or control of the property of the Company until the Receivership Order was filed in this Action.
2. The Wash Factory operates a full-service 12 bay truck wash located in Edmonton, Alberta (the "**Business**"). The Company purchased the truck wash in 2017 from 1643434 Alberta Ltd. ("**1643**"), who operated the truck wash under the licensed trademark name Rock-N-Wash®. Around the same time, the Company and a related corporation to 1643 also entered into a license agreement, permitting the Company to use certain registered trademarks and a patent owned by that related party and associated with Rock-N-Wash®. However, as at the date of the Receivership, the Company does not appear to be using the trademarks and is not operating under the banner Rock-N-Wash®.

3. In accordance with a January 9, 2024 Alberta Corporate Registry Search, the principal Shareholders of the Company are Kim Hee Seon (50%) and Kim Hyeong Sik (50%) (the "**Shareholders**"). Kim Hee Seon is the sole director.
4. The Company is the registered owner of the trade name "Wash Factory". A copy of an Alberta Trade Name/Partnership Search of the Wash Factory is attached to this First Report as **Schedule "A"**.
5. This is the Receiver's First Report to Court (the "**First Report**") and its purpose is to advise the Court with respect to the following:
 - the activities of the Receiver since being appointed;
 - proposed sale of the assets of the Company as a going concern;
 - proposed declaration in respect of a patented design of the building in which the Wash Factory operates, or in the alternative, the assignment of a license agreement in respect of such patented design;
 - priority creditors;
 - Interim Statement of Receipts and Disbursements; and,
 - a summary of professional fees accrued to May 31, 2024.
6. In preparing the First Report and making comments herein, the Receiver has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information of the Company, the Company's books and records, and information from other third-party sources (collectively, the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada.
7. Materials with respect to this proceeding can be found on the Receiver's website at <https://mnpdebt.ca/en/corporate/corporate-engagements/2093924-ontario-inc>.

ACTIVITIES OF THE RECEIVER

8. Upon the filing of the Receivership Order, the Receiver visited and took possession of the Wash Factory located at 4803 – 55 Avenue in Edmonton, Alberta (hereinafter referred to as the "**Property**").
9. The Receiver met with the operations manager of the Wash Factory, Jason Kim ("**Jason**"), who is the son of the Shareholders. After having initial discussions with Jason, the Receiver and interested stakeholders agreed that it was in the best interests of the estate for Jason to remain in his position as operations manager throughout the receivership proceedings to allow the Wash Factory to be sold as a going concern.

10. The Receiver met with each of the initial employees to notify them about the receivership and ensure them that ongoing wages and employee benefits would be paid. Each of the employees agreed to remain employed through the receivership proceedings.
11. In addition to discussions with management and employees, the Receiver:
 - collected relevant books and records of the Company;
 - attended with a locksmith and changed locks to the Property;
 - set up new utility accounts for the Property;
 - contacted financial institutions to secure control of the existing bank accounts maintained by the Company; and,
 - confirmed that the Company's insurance policy provided for adequate insurance coverage and made arrangements to pay the ongoing premiums.
12. On February 20, 2024, the Receiver issued the Notice and Statement of Receiver pursuant to Sections 245 and 246 of the *Bankruptcy and Insolvency Act* to the known creditors of the Company which is required to be filed within 10 days of the Receiver's appointment. Attached to this First Report as **Schedule "B"** is a copy of the Notice and Statement.
13. In the writing of this report, the Receiver has noted that due to a clerical error in its office, the Notice and Statement was e-filed with the Office of the Superintendent of Bankruptcy within the prescribed timeframe, however, the Notice and Statement was not mailed to the creditors until March 7, 2024, which is outside the prescribed 10 day timeframe. The Receiver is seeking an order of the Court approving the late notice to creditors, *nunc-pro-tunc*, due to the unfortunate oversight. The Receiver is not aware of any creditors who have been prejudiced as a result of the Notice and Statement being sent late.
14. At the time of the Receiver's appointment, both Jason and Hee Seon Kim had taken up residence at the Property, but the Receiver understands that they have since found new living arrangements.

MARKETING AND SALE OF THE BUSINESS

15. Prior to the Receiver's appointment, Jason and the Shareholders had engaged a realtor, Sheryl Leskiw of Diamond Realty & Associates Ltd. (the "**Realtor**") to market the Business. The Realtor specializes in the sale of car washes in and around Alberta. The Realtor's website which lists her various credentials, can be found at <https://www.thecarwashgirl.com/>.
16. Jason had been working with two potential purchasers prior to the Receiver's involvement, however, these potential purchasers did not remove conditions on their respective offers by the agreed upon condition removal date.

17. The Receiver understands that Jason directed the Realtor to privately source potential buyers from market contacts rather than list the Wash Factory publicly as he had concerns that a public listing would have a negative effect on its value.
18. The Realtor advises that prior to the Receiver's involvement, she solicited offers for the Wash Factory from October 2023 through to the date the Receivership Order took effect (approximately 4 months) (the "**Pre-Receivership Sales Process**"). During that time, the Realtor notes:
 - Jason directed the Realtor to market the Property discreetly without the use of MLS or the Realtor's website;
 - the Realtor has 17 years of experience selling car washes in the Alberta market and a large database of over 4,000 clients such that they are often able to secure a sale without the need for public advertising;
 - the price sought by Jason for the Business was in a range where there was likely little to no pool of buyers as most buyers in the price range sought would typically build new rather than purchase a used facility;
 - during the course of their involvement, the Realtor contacted and spoke to many players in the car wash industry regarding a potential acquisition; and,
 - the majority of buyers were not interested in submitting an offer to purchase the Business citing concerns regarding declining year-over-year revenue earned by the Wash Factory and competition from a newly built car wash facility in close proximity to the Wash Factory.
19. Jason received two (2) offers to purchase the Business from prospective purchasers prior to the receivership, however, as noted, the offers did not come to fruition as conditions were not satisfied. Details on the pre-receivership offers are set out in the Confidential Addendum to the Receiver's First Report (the "**Confidential Addendum**").
20. On February 19, 2024 the Realtor contacted the Receiver advising that one of the prospective purchasers who had been working with Jason, Klair Group Industries Inc. (the "**Klair Group**"), wished to resubmit an offer to the Receiver for consideration, which they did, on February 20, 2024.
21. The Klair Group, who operates and is known under the name "Klarity Wash", has operated as a premier truck wash service in Alberta since 2002. Klarity Wash has four locations across Alberta and with over 20 years experience in the industry is well positioned to integrate and operate the Wash Factory into its existing portfolio. The Klair Group boasts a loyalty program with over 8000 members.
22. The Receiver entered into negotiations with the Klair Group which resulted in the signing of an Asset Purchase Agreement ("**APA**") on March 13, 2024 for the purchase of the Business (the "**Klair Group APA**"). The Klair Group APA contained a due diligence and financing condition for the benefit of the buyer. All details with respect to the Klair Group APA are contained in the Confidential Addendum. A copy of the Klair Group APA is attached as **Confidential Schedule "B"** to the Confidential Addendum.

23. The purchase price offered in the Klair Group APA was comprised of a cash component (subject to financing) as well as a Vendor Takeback component, which was negotiated with and agreed to by Jason, on behalf of the Shareholders.
24. Subsequent to the execution of the Klair Group APA, the Receiver provided the Klair Group with information it requested to complete its due diligence on the Business, including, but not limited to, financial reporting about the ongoing operations of the Business. Additionally, as a condition of the Klair Group APA, the Receiver agreed to, funded, and provided the January 1, 2024 year end financial statements for the Wash Factory which were prepared by the Wash Factory's existing accountant.
25. After review of the financial information, the Klair Group advised the Receiver that it was seeking to reduce its purchase price as the financial reporting of the Wash Factory showed evidence of consistent declining revenues year-over-year for a period of three years.
26. The Receiver commissioned an updated appraisal from Harrison Bowker Valuation Group which was received on April 3, 2024 (the "**Harrison Bowker Appraisal**"). A copy of the Harrison Bowker Appraisal is attached as **Confidential Schedule "A"** to the Confidential Addendum.
27. After further negotiation, the Receiver and the Klair Group agreed to the reduced purchase price and the Receiver and the Klair Group entered in an amended APA on April 10, 2024 (the "**Amended Klair Group APA**"). A copy of the Amended Klair Group APA is attached as **Confidential Schedule "C"** to the Confidential Addendum.
28. The Amended Klair Group APA remained subject to a financing and due diligence condition (the "**Purchaser's Conditions**"), in addition to a condition requiring court approval.
29. The Receiver consulted Jason, on behalf of the Shareholders, in respect of the Amended Klair Group APA prior to the Receiver agreeing to the amend terms and its execution. Jason, on behalf of the Shareholders, provided written agreement to the amended terms, including the reduced purchase price. Two days following the execution the Amended Klair Group APA, Jason, on behalf of Shareholders, rescinded their support. By this time, the Amended Klair Group APA was a legally binding agreement, albeit subject to the Purchaser's Conditions and subject to approval of this Honourable Court, and the Receiver is of the view that it would have been unfair and a breach of its terms to terminate it prior to prior to the Purchaser's Conditions being satisfied. A copy of the correspondence between Jason and the Receiver is attached as **Confidential Schedule "D"** to the Confidential Addendum.
30. After execution of the Amended Klair Group APA, the Klair Group sought a number of extensions to remove the Purchaser's Conditions, mainly to provide additional time for their lender to underwrite the financing. The Receiver provided various periodic extensions, however, in exchange the Receiver was authorized to negotiate with other parties to secure back-up offers for the Business.
31. During the course of the receivership, the Receiver received expressions of interest from three parties in addition to the Klair Group. On May 14, 2024, the Receiver provided the three interested parties with the required documents and instructions to submit an offer to purchase, which were due on or before May 24, 2024, being the condition date of the latest

extension of the Amended Klair Group APA. As of May 24, 2024 the Receiver received one additional back-up offer. The remaining two parties did not submit offers.

32. The back-up offer was for a quantum well below the purchase price in the Amended Klair Group APA. Details on the back-up offer are provided in the Confidential Addendum.
33. The Receiver provided the Klair Group with one final extension to waive its financing condition from May 24, 2024 to June 5, 2024. The Klair Group subsequently removed its conditions on June 5, 2024.
34. The Receiver recognizes that the sales process in this receivership did not follow a traditional Sales and Investment Solicitation Process ("**SISP**"), however, the Receiver is of the opinion that the Amended Klair Group APA is fair and reasonable in the circumstances and in the best interests of the receivership estate for the following reasons:
 - Jason, on behalf of the Shareholders, had been marketing and attempting to sell the Wash Factory as a going concern for four months prior to the Receiver's appointment, and therefore the Business was exposed to the market for a reasonable period of time;
 - purchase contracts entered into in the Pre-Receivership Sales Process consisted of offers that were at or near the Fair Market Value arrived at in the Harrison Bowker Appraisal. However, the Receiver is of the view that the values in the Pre-Receivership Offers were not attainable, as evidenced by the inability of the prospective purchasers to remove their conditions and complete the transactions contemplated by the offers;
 - the Amended Klair Group APA is within the value ranges arrived at in the Harrison Bowker Appraisal and while the purchase price in the Amended Klair Group APA is less than the full Fair Market Value, it is well above the Forced Sale Value provided for in the same appraisal;
 - the Fair Market Value arrived at in the Harrison Bowker Appraisal is subject to certain limitations and assumptions in the appraisers analysis which include but may not be limited to:
 - i. it does not account for aging equipment and substantial repairs and upgrades required to maximize operational capacity, a factor which has been raised by prospective purchasers and which has influenced the offers received;
 - ii. the Fair Market Value recognizes potential future up-side revenue in its calculations;
 - iii. the Fair Market Value is based on an estimated market exposure time of 365 days; and,
 - iv. it does not consider the impact of newly established competition in the area;
 - administering a SISP will take time and the estate will incur additional costs which would substantially increase the interest accrued on the secured debt, the

- professional fees that would be incurred to initiate and carry out the SISP, the additional costs that would be incurred to continue to operate the Business, and other costs such as property taxes coming due;
 - the sale proceeds from the Amended Klair Group APA will be sufficient to pay the priority debt of the Company and most of the secured debt. The Amended Klair Group APA is supported by the Company's senior secured lender, the Bank of Montreal who would likely bear the increased costs of administering a SISP; and
 - the Amended Klair Group APA was initially supported by the Shareholders, despite them having rescinded their support after the Receiver had agreed, in writing to the Amended Klair Group APA.
35. The estimated net proceeds available to the estate from the Amended Klair Group APA are detailed in the Confidential Addendum.

LICENSE AGREEMENT WITH SLAZS INVESTMENTS LTD.

36. The Company, as licensee, is a party to a Trademarks & Patent License Agreement dated as of March 20, 2017 and executed April 10, 2017 (the "**License Agreement**"). Slaz Investments Ltd. is the Licensor and counterparty to the License Agreement. A partial copy of the License Agreement is attached to this First Report as **Schedule "C"**.
37. Slaz Investments Ltd. was originally the registered owner of the following trademarks and patent:
- the trademark name "ROCK-N-WASH", Canadian Application No.1,569,597 (the "**Name**");
 - the trademark slogan "REVOLUTIONIZING THE CAR WASH EXPERIENCE", Canadian Registration No. TMA867814 (the "**Slogan**");
 - the trademark logo ROCK N WASH, Canadian Registration No. TMA867815 (the "**Logo**" and collectively with the Name and the Slogan, the "**Trademarks**"); and
 - three Door Concept Design, Canadian Patent Application Number 2767610 (the "**Patent**").
38. In 2022, the Trademarks were transferred to 1643434 Alberta Ltd. ("**1643**"), and the Patent was also transferred to 1643, though the exact date that the Patent was transferred is not known. A copy of the registered Trademarks and Patent obtained from the Canadian Intellectual Property Office are collectively attached to this First Report as **Schedule "D"**.
39. Slaz Investments Ltd. and 1643 are related corporations for the flowing reasons:
- Sylvain Blouin was the sole director of Slaz Investments Ltd., and its sole voting shareholder was Blouroy Summit Investments Corp. Slaz Investments Ltd. was dissolved on September 1, 2023. A copy of an Alberta Corporate Search for Slaz Investments Ltd. is attached to this First Report as **Schedule "E"**;

- 1643 is an active Alberta corporation, Sylvain Blouin is its sole director and Blouroy Summit Investments Corp. is its sole voting shareholder. 1643 was struck from the Alberta Corporate Registry on May 2, 2019, and revived on May 23, 2019. A copy of an Alberta Corporate Search for 1643 is attached to this First Report as **Schedule “F”**; and
 - Blouroy Summit Investments Corp. is an active Alberta Corporation, Sylvain Blouin and Louise Roy are its directors and voting shareholders, each holding 50% of the voting shares of the company. A copy of an Alberta Corporate Search for Blouroy Summit Investments Corp. is attached to this First Report as **Schedule “G”**.
40. 1643 is the registered owner of an Alberta tradename “ROCK-N-WASH”. A copy of an Alberta Trade Name/Partnership Search for “ROCK-N-WASH” is attached to this First Report as **Schedule “H”**. The Receiver understands that 1643 operates a car wash facility in Sherwood Park Alberta under the banner “ROCK-N-WASH®”.
41. The Company entered into a Real Estate Purchase Contract with 1643 to purchase the Business. The effective date of the Real Estate Purchase Contract is unclear. It was executed on November 25, 2024 by the Company, and on November 29, 2016 by 1643, operating as Rock-N-Wash. It was then amended on April 2, 2017 and again on April 3, 2017 (the “**2017 Purchase Agreement**”). The 2017 Purchase Agreement is attached to this First Report as **Schedule “I”**.
42. Paragraph 9 of the License Agreement refers to a sale and purchase agreement dated as of April 24, 2017. The Receiver does not have a copy of a purchase and sale agreement dated as of April 24, 2017, however the 2017 Purchase Agreement was provided to the Receiver by the Company as the applicable purchase and sale agreement between 1643 and the Company, and given the proximity of the execution, conditional removal, and closing dates noted in the 2017 Purchase Agreement, to the date of the execution of the License Agreement and the date noted in Paragraph 9 of the License Agreement, the Receiver is of the view that the 2017 Purchase Agreement is likely the purchase agreement referred to in the License Agreement.
43. The License Agreement grants the Company a non-exclusive right and license to use the Trademarks and Patent in connection with the operation of a Car & Truck Wash facility located at the Property (the “**License**”).
44. The Receiver notes the following terms of the License Agreement (some of which have been paraphrased for ease of reference):
- the License Agreement and the License shall remain in full force and effect as long as the “Business” is in operation or until terminated by the Licensor. “Business” is defined as the “operation of a Car & Truck Wash facility located in Edmonton, Alberta more specifically located at 4803-55 Avenue, T6B 3S3”;
 - it does not require the Company to pay any fees to use the Trademarks and Patent;
 - it requires the licensee (in this case, the Wash Factory) to maintain quality control of the Trademarks and Patent such that no reputational damage is caused to the Licensor, Slazs Investment Ltd. (the “**Quality Control**”);

- under the sale and purchased [sic] agreement dated of April 24, 2017, it is agreed by the Licensor that the Licensee has the rights to use “the Marks” for as long as the Quality Control are maintained;
- the Licensee's rights to use the Trademarks and Patent cannot be assigned to any third party by the Licensee without the prior written approval of the Licensor; and
- there are termination provisions permitting the Licensor to terminate the agreement, however there do not appear to be any provisions permitting the Licensee to terminate the agreement.

45. The Receiver notes the following terms of the 2017 Purchase Agreement:

- the sale of the Property to the Company included all attached goods, without reservation (paragraph 1.(d));
- Unless otherwise agreed to in writing, Title to the Property will be subject to any reservations and exceptions stated on the certificates of title, will be free and clear of all liens, encumbrances, registrations and obligations except those implied by law; may be subject to non-financial obligations now on title such as easements, utility right of ways, covenants and conditions that are normally found registered against property of this nature, and non-financial encumbrances which have been accepted by the Buyer as Permitted Encumbrances (paragraph 1.(e));
- “Permitted Encumbrances” is not defined;
- A Certificate of Title for the Property is attached to this First Report as **Schedule “J”**. There are no registrations on title reserving 1643's rights in respect of the Patent;
- The Seller shall enter into a license agreement with the Buyer (the Company), which allows the Buyer to use the Trade Name Rock-N-Wash®, the Logo, the Slogan, and the Website, “Rock-N-Wash”® email address and the existing Social Media Platforms **and to assign the same to future owners, free of charge** (paragraph 4.(f)). However it does not appear to require the Seller to enter into a license agreement in respect of the Patent;
- the License Agreement in respect of the use of the Trade Name (and not the Patent) was required on closing (paragraph 9.(f));
- the Seller represented and warranted to the buyer that all equipment shall be in good working order on closing (paragraph 13.(g)); and
- the Seller and the Buyer each acknowledged that except as otherwise described in the 2017 Purchase Agreement, there are no other warranties, representations or collateral agreements made by or with the other party about the Property (paragraph 15).

46. The Receiver was contacted by Mr. Blouin on behalf of 1643, the former owner of the Wash Factory (though it operating using the name Rock-N-Wash® at the time) and, as noted above, is an entity directly related to Slazs Investment Ltd. and now the current owner of the Trademarks and Patent.

47. The Receiver held a discussion with 1643 regarding the sale of the Wash Factory, the existence of the Trademarks and Patent, 1643's expectation that it be compensated by the prospective purchaser for the use of the Trademarks and Patent, and assignment of the License Agreement to the Klair Group, though the Receiver did not disclose the identity of the Klair Group to 1643 at that time. 1643 has expressed its objection to the assignment of the License Agreement citing concerns that the License Agreement, when originally signed, did not contemplate royalties for the use of the Trademarks and the Patent.
48. Mr. Blouin advised the Receiver that it now expects to be financially compensated by the Klair Group, despite the terms of the License Agreement, for use of the Patent. The Receiver responded to 1643 that neither the License Agreement nor the 2017 Purchase Agreement entitle it to demand financial compensation and that the Receiver intended to proceed with a sale of the Wash Factory to a third party since it presented the best offer, and if necessary, to assign the License Agreement to the purchaser, subject to Court approval. The Receiver also advised 1643 that it would have an opportunity to oppose the Receiver's application in Court and requested that it not attempt to negatively influence the Receiver's sales process by contacting the purchaser and demanding financial compensation related to the License Agreement.
49. However, the Receiver was advised by the Klair Group that Mr. Blouin contacted the Klair Group and advised that 1643 demands to be financially compensated for the use of the Trademarks and the Patent and that the Klair Group was concerned that 1643 may seek legal action against it if it proceeds with the purchase.
50. The Amended Klair Group APA requires the Receiver to, upon closing, cease to use the trade name "Wash Factory" associated with the Business and consent to the purchaser's use of the name "Wash Factory"; it does not require the Receiver to permit the purchaser to use the Trademarks.
51. The Purchaser has advised counsel to the Receiver that it does not intend to use the Trademarks. However, it will require the use of the Patent since the building has been constructed using the Patented Design (as hereinafter defined).
52. The Receiver understands that the Patent is in respect of a design method by which vehicles move through the truck wash facility in through one door and out through two doors in a single direction, in order to streamline traffic and reduce congestion in low-visibility situations (the "**Patented Design**"). The Receiver has been advised by Jason that the Wash Factory building has been designed using the Patented Design. Attached to this First Report as **Schedule "K"** is a copy of the Canadian Patent Application submitted to the Canadian Intellectual Property Office by Slaz Investments Ltd. describing the Patented Design.
53. Jason has advised that the Patented Design is how the building was initially constructed and is an integral part of the building. He also advised the Receiver that it would be next to impossible to refigure the building so that the Patented Design is not used.
54. The Receiver is of the view that an assignment of the License Agreement is not necessary, and that 1643's Patent rights in the design of the Property have been exhausted for the following reasons:

- the Klair Group has advised that it does not require the use of the Trademarks;
- the Amended Klair Group APA does not require that the Receiver grant a license to the Klair Group to use the name Rock-N-Wash®, but does require the Receiver to consent to the Klair Group's use of the Wash Factory, which is registered to the Company and over which 1643 does not have intellectual property rights in;
- the 2017 Purchase Agreement did not clearly impose any limitation upon the Company intended to affect the rights of subsequent purchasers to use the Property as designed;
- the 2017 Purchase Agreement only required that a license agreement be entered into in order to enable the Company to use the name Rock-N-Wash®, the Trademarks, and associated social media and not the Patent, which implies that the parties intended for the Patented Design to be subsumed in the sale; and
- in any event, the license agreement contemplated by the 2017 Purchase Agreement was required to permit future owners of the Business to use the Trademarks, free of charge, which suggests that any Trademark and Patent rights owned by 1643 were intended to be transferred to the Company free of any restrictions on its ability to transfer such rights free of charge to another purchaser.

55. If the Receiver is incorrect, and an assignment of the License Agreement is necessary in order to permit the Klair Group to use the Property as designed, then the Receiver is of the opinion that the assignment of the License Agreement is necessary in order to preserve the value of the Wash Factory and maximize recovery for the stakeholders since:

- the costs of altering the Patented Design would require a substantial and material renovation at significant cost to stakeholders in this estate;
- it is likely that the Receiver would have to terminate operations of the Wash Factory in order to complete the renovations, which would cause a cessation of revenues earned from operations and would likely negatively impact the value of the goodwill associated with the Wash Factory; and
- the Receiver does not know what impact any renovations would have on the current value of the Business.

56. The Receiver also believes that the assignment of the License Agreement is not unjust in the circumstances since:

- the Receiver is not proposing any amendments to the terms of the License Agreement as currently written and so 1643 would not be prejudiced by the assignment;
- the Receiver is not requesting that the Klair Group be able to use the Patented Design in the construction of other buildings; 1643 would retain its rights in this regard; and

- the Klair Group is able to comply with the licensee's obligations under the License Agreement.
57. Further, 1643 has also submitted two offers to the Receiver for the purchase of the Wash Factory during these receivership proceedings. The offers, which are detailed in the Confidential Addendum, are for values deemed unacceptable by the Receiver.
58. The Receiver is concerned with the obvious incentive 1643 has to oppose the assignment of the License Agreement to a new buyer of the Business since the inability of the Receiver to assign the License Agreement in respect of the Patent will likely cause any such sale to fail unless it is to 1643, or a related party to 1643. In the Receiver's view, this incentive reduces the prospective buyer pool to the detriment of other stakeholders, and creates unfairness in any sales process administered by the Receiver.
59. Finally, the 2017 Purchase Agreement requires that 1643 assign the License Agreement to any future owners, not only the Company, free of charge. Therefore 1643's attempt to demand compensation from the Klair Group for use of the Patent appears to contradict what it agreed to do in the 2017 Purchase Agreement.
60. The Receiver is seeking a declaration that the Patent rights in the Patented Design have been exhausted, or in the alternative, if such rights have not been exhausted, the Receiver is seeking an order of the Court authorizing the Receiver to assign the License Agreement to the Klair Group as, in the Receiver's view, the assignment through the receivership proceedings is the most efficient and cost-effective manner.
61. In the alternative, if the Court declines to approve the Receiver assigning the License Agreement to the Klair Group, the Receiver is seeking an order from the Court authorizing it to assign the Company into bankruptcy so that the trustee in bankruptcy may seek to assign the License Agreement under section 84.1 (1) of the *Bankruptcy and Insolvency Act*.
62. The Receiver notes that paragraph 3(s) of the Receivership Order permits the Receiver to assign the Company into bankruptcy with prior court approval.

PRIORITY CREDITORS

Canada Revenue Agency ("CRA")

63. CRA completed a trust examination on the payroll and GST records of the Company. As a result, CRA has filed the following claim:
- In relation to payroll source deductions, a claim of \$3,062.40 of which \$2,737.11 represents the deemed trust portion.

64. No claim for GST has been received to date.

Property Taxes

65. The Receiver obtained a property tax search for the Property on February 28, 2024. As of the date of the search, the outstanding property taxes totaled \$78.49.

Bank of Montreal

66. The Bank of Montreal has registered a security interest as against the Wash Factory as follows:
- a. General Security Agreement ("**GSA**") dated in or around December, 2020 encompassing all present and after acquired real and personal property of the Wash Factory. The security registrations were made at the Personal Property Registry ("**PPR**") on December 18, 2020; and,
 - b. Collateral Mortgage dated December 19, 2020 registered against title to the Property in the principal amount of \$6,005,000,
67. In accordance with the December 6, 2023 Affidavit of Ed Barrington of the Bank of Montreal the total approximate balance outstanding to the Bank of Montreal from the Wash Factory was \$5,612,235.08.
68. The Bank of Montreal provided an updated payout figure on or around February 16, 2024 which had a revised balance of \$5,773,412.23.
69. The Receiver's counsel has reviewed the documents relevant to Bank of Montreal's security and determined its security to be valid and enforceable thereby giving it a first position secured charge over the Property.

Other Priority Creditors

70. The Receiver is not aware of any other priority creditors at this time.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

71. Attached to this First Report as **Schedule "L"** is a copy of the Receiver's Interim Statement of Receipts and Disbursements dated May 31, 2024. The Receiver is currently holding a sum of \$242,794.77 in its trust account.

PROFESSIONAL FEES

72. The fees and disbursements of the Receiver (inclusive of GST) total \$56,812.55 as of May 31, 2024. In the Receiver's opinion, the time and disbursements incurred by the Receiver in the course of its duties are fair and reasonable in the circumstances. A summary of the Receiver's fees and disbursements is attached as **Schedule "M"**.
73. The fees and disbursements of the Receiver's counsel total \$31,693.85 as of April 30, 2024. A summary of the fees and disbursements of the Receiver's counsel is attached as **Schedule "M"** to this First Report. The Receiver has reviewed the fees and disbursements of its legal counsel and is of the opinion that it is fair and reasonable in the circumstances. Subject to matters of solicitor and client privilege, the accounts of the Receiver's counsel can be made available should an interested party request to review them.

RECOMMENDATION AND CONCLUSION

74. Based on the foregoing and in summary:

- approving the service of the Notice and Statement of Receiver, *nunc pro tunc*, will not prejudice any creditors and is necessary in order for the proper administration of these court supervised proceedings;
- the Receiver's activities to date as described in this First Report are reasonable and appropriate;
- the Amended Klair Group APA represents the highest and best price for the Wash Factory and it is commercially reasonable in the circumstances;
- a Restricted Court Access Order restricting the publication of sensitive commercial information contained in the Confidential Addendum is necessary in the circumstances in order to preserve the value of the Wash Factory until such time that the Receiver is able to complete a sale of the same; and
- an order either declaring that 1643's patent rights have been exhausted or permitting the Receiver to assign the License Agreement to the Klair Group is reasonable, appropriate and necessary in order for the Receiver to maximize value to the estate's stakeholders and 1643 will not suffer any prejudice in doing so.

75. In conclusion, the Receiver respectfully requests that this Honourable Court grant the following orders:

- a) deeming service of notice of this Application and all materials in support to be good and sufficient and abridging the time for service to the time actually given;
- b) approving the late service of the Notice and Statement of Receiver, *nunc-pro-tunc*, as noted in paragraph 13 of this First Report;
- c) approving the activities of the Receiver and the sales process as described in the First Report;
- d) accepting the Amended Klair Group APA as described herein and more particularly set out in the Confidential Addendum;
- e) temporarily sealing the Confidential Addendum attached to this First Report in a Restricted Court Access Order;
- f) declaring that the rights of 1643 in the Patented Design have been exhausted and vesting title of the Property, including the Patented Design existing in the building, free and clear 1643's interest; and,
- g) if necessary, approving the assignment of the License Agreement to the Klair Group, or, in the alternative, authorizing the Receiver to assign the Company into bankruptcy to enable the assignment of the License Agreement.

All of which is respectfully submitted this 17 day of June, 2024.

MNP Ltd.

In its capacity as Receiver-Manager of
2093924 Ontario Inc.

And not in its personal capacity

A handwritten signature in black ink, consisting of a stylized 'K' or 'A' shape, enclosed within a circular loop.

Karen Aylward, CIRP, Licensed Insolvency Trustee
Senior Vice President

SCHEDULE “A”

Government of Alberta ■ Trade Name / Partnership Search

Corporate Registration System

Date of Search: 2024/06/17
 Time of Search: 09:55 AM
 Search provided by: MILLER THOMSON LLP- EDMONTON
 Service Request No: 42361868
 Customer Reference No: 0255543.0004

Registration No: TN23734098
Current Business Name: WASH FACTORY
Status of Business Name: Active
Trade Name / Partnership Type: Trade Name
Commencement Date: 2017/09/26 YYYY/MM/DD
Date of Registration: 2021/09/09 YYYY/MM/DD
Type of Business: CAR AND TRUCK WASH

Current Declarant:

Last/Legal Entity Name: 2093924 ONTARIO INC.
Street: 700-165 DUNDAS ST W
City: MISSISSAUGA
Province: ONTARIO
Postal Code: L5B2N6
Email Address: JASONKIM@WASHFACTORY.CA

Other Information:

Filing History:

List Date	Type of Filing
2021/09/09	Register Trade Name

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



SCHEDULE “B”

NOTICE AND STATEMENT OF THE RECEIVER
(Subsection 245(1) and 246(1) of the Bankruptcy and Insolvency Act)

IN THE MATTER OF THE RECEIVERSHIP OF

2093924 ONTARIO INC. (dba WASH FACTORY)

THE RECEIVER GIVES NOTICE AND DECLARES THAT:

1. On February 15, 2024, the undersigned, MNP Ltd., became the Receiver in respect of the assets and undertakings of 2093924 Ontario Inc. (the “**Company**”) that are described below:

Property	Amount
Real Property, Chattels and Equipment ⁽¹⁾	\$7,259,459
Vehicles ⁽¹⁾	\$16,346
Accounts Receivable ⁽²⁾	\$58,526
Total (approximation)	\$7,334,331

(1) The value of this asset class is based on the net book value from the 2023 year-end financial statements.

(2) The estimated value is based upon current in-house financial statements.

2. The undersigned became a Receiver in respect of the property described above by way of a Court of King's Bench of Alberta Order which became effective upon filing, in this case, February 15, 2024.
3. The undersigned took possession and control of the property described above on February 15, 2024.
4. The following information relates to the Receivership:
- a. Address of insolvent: 4803 – 55 Avenue NW, Edmonton, AB, T6B 3S3
 - b. Principal Line of Business: Car Wash and Detailing Services
 - c. Location of business: Edmonton, Alberta
 - d. Estimated amounts owed by the Company to each creditor who holds a security interest in the property described above:

Bank of Montreal ⁽¹⁾	\$5,733,412.28
Canada Revenue Agency ⁽²⁾	\$1.00
City of Edmonton (Property Tax) ⁽²⁾	\$1.00
John Deere Financial Inc. ⁽²⁾	\$1.00
Total (Approximation)	\$5,733,415.28

(1) Amounts owed to creditors are based on estimates provided to the Receiver.

(2) Where current balances (if any) are unknown an amount of \$1.00 has been reflected.

5. The list of other creditors of the Company and the amount owed to each creditor and the total amount due by the Company is as follows:
- Please see attached Exhibit 'A'
 - e. The Receiver continues to investigate the options available to maximize realization on the property described above.
 - f. Contact person for the Receiver:

Shanna Marshall
MNP Ltd.
Suite 1300, 10235 - 101 Street
Edmonton, AB T5J 3G1
Phone: (780) 455-1155
Fax: (780) 409-5415
Email: shanna.marshall@mnp.ca

- g. Further information with respect to the Receivership proceedings will be posted to the Receiver's website (www.mnpdebt.ca/en/corporate) under the "Corporate Engagements" heading as it becomes available. Should creditors not have access to the internet, copies of other materials can be requested by contacting the Receiver's office at 780.455.1155.
- h. Please take notice that the Receiver is providing this document to all known creditors for **informational purposes only**. As a creditor, you are **not required to submit paperwork supporting the amounts owing to you at this time**. If a claims process is undertaken in the future, you will be contacted.

Dated at Edmonton, Alberta on February 20, 2024

MNP Ltd.

In its capacity as Receiver of
2093924 Ontario Ltd.
and not in its personal or corporate capacity



Per: Karen Aylward, CIRP, Licensed Insolvency Trustee
Vice President

- Creditor Mailing List -

Exhibit 'A'

In the Matter of the Receivership of
2093924 ONTARIO INC
of the City of Edmonton, in the Province of Alberta

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	2020 DSS Inc.		2407 - 104 Street Edmonton AB T6J 4R1 info@2020DSS.com	78.75
	Abe's Door Service Ltd.		3828 - 53 Avenue NW Edmonton AB T6B 3N7 service@abesdoor.ca	2,461.84
	B-Line Tire & Auto Supply Ltd.		32 Rayborn Cres. St. Albert AB T8N 4B1 accounting@blinc.ca	4,499.99
	BR1 Green Line Hose & Fitting Ltd.		Unit 104 - 2945 190th Street Surrey BC V3Z 0W5	267.21
	Chemfax Products Ltd.		11444 - 42 Street S.E. Calgary AB T2C 5C4	1,217.01
	CRA - Tax - Prairies		Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1 Fax: (833) 697-2389	
	EPCOR Energy Alberta GP Inc. c/o General Credit Services Inc.	Roberta MacDonald	PO Box 3780, VMPO Vancouver BC V6B 3Z1 Fax: (604) 688-6017 insolvency@generalcsi.com	5,114.31
	Gregg Distributors		16215 - 118 Avenue Edmonton AB T5V 1C7 Fax: (780) 451-2528	376.11
	Hudson Energy Canada Corp.		c/o CX2516C P.O. Box 2591 Calgary AB T2P 0A3	7,846.75
	P.D. McLaren Ltd.		#104, 9725 - 192 Street Surrey BC V4N 4C7	1,630.57
	Wash Pros Inc.		13855 156 Street NW Edmonton AB T6V 1J1 accounting@washpros.ca	2,127.27
	WCB Workers Compensation Board of Alberta	Collection Department	PO Box 2415 Edmonton AB T5J 2S5 Fax: (780) 498-7999 employer.account.services@wcb.ab.ca	

SCHEDULE “C”

TRADEMARKS & PATENT LICENSE AGREEMENT

1. Parties

AGREEMENT made this 20TH day of March 2017 between **SLAZS INVESTMENTS LTD.**, an Alberta Corporation having its principal place of business at Sturgeon County (the "Licensor") and **2093924 ONTARIO INC.** an Ontario Corporation having its principal place of business at 4803-55 Avenue, Edmonton, Alberta (the "Licensee").

2. Background

WHEREAS, Licensor has developed through its own resources, on its own behalf and for its benefit and advantage the name "**ROCK-N-WASH®**", the slogan "**Revolutionizing The Car Wash Experience®**", the "**ROCK-N-WASH LOGO**", the "**3 Door Car Wash Design**" operating design together with all names, marks, patents, designs, copyrights, graphics, artwork, logo (s), blue prints, Social Media Platforms, Web Site, email address, related thereto or used in conjunction therewith of which are registered with the Canadian Intellectual Property Office (the "Marks") and which are used with and affixed to certain of Licensor's Car & Truck Wash design & concept. The trademarks and the design are all more fully identified in the Trademark & Patent Schedule attached hereto and incorporated herein.

WHEREAS, the Licensor has granted to the Licensee a non-exclusive license to ("**the "Marks"**") and all related documentation.

WHEREAS, Licensee desires to use the Marks on the terms and conditions set forth in this Agreement.

WHEREAS, Licensee recognizes that the valuable reputation and goodwill attaching to the Marks is dependent upon the high quality of the standards established and prescribed by the Licensor. Consequently, Licensee desires to comply with Licensor's quality control standards in order to preserve the reputation and goodwill attaching to the Trademarked Products.

NOW THEREFORE, the parties, in consideration of the mutual covenants and agreements to be performed as set forth in this agreement, the receipt and sufficiency of which consideration are hereby acknowledged, hereby agree as follows:

3. License Grant

Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee the non-exclusive right and license to use the Marks in connection with the Operation of a Car & Truck Wash facility located in Edmonton, Alberta More specifically located at 4803-55 Avenue, T6B 3S3 Alberta (the "**Business**").

4. Assignment Prohibited

Licensee's rights under this Agreement to use the Marks shall not be assigned or licensed to any third party by the Licensee without the prior written approval of the Licensor, and an attempted assignment by the Licensee may, at the sole discretion of the Licensor, be sufficient cause for termination of this Agreement. In addition, Licensor may at its sole discretion terminate this Agreement upon a corporate merger or other consolidation by the Licensee.

5. Covenant Against Challenge

Licensee is hereby prohibited from challenging or in any way the validity of the licensed Marks, including its registration or its ownership by the Licensor. Evidence of registration of the Marks can be provided upon request.

6. Best Marketing Efforts

Licensee shall exert its best efforts or, "exert due diligence" to advertise and promote the Marks licensed under this Agreement so as: to maintain and enhance the value of the goodwill residing in the trademark; to produce the quality standards established by the Licensor; and to exploit the market in marketing the Marks.

7. Trademark Usage

(a) Licensee hereby acknowledges Licensor's right and title to the Marks licensed herein. In consideration of permitting Licensee to use Licensor's Marks, Licensee hereby agrees not to claim title to the Marks and to use the Marks only as permitted by this Agreement.

(b) Licensee shall prominently display the licensed Marks on all versions of the Trademarked Product(s) in accordance with the written instructions of the Licensor, and shall use the registration symbol (®) and other registration notices correctly. Licensee shall also display all notices and legends with respect to the Marks as are reasonably requested by Licensor during the term of this Agreement. Such notices and legends shall appear on communication with clients, Fleet Accounts, e-mail signatures, documentation relating to the Product offering of the Car & Truck Wash facility. Such credits shall all be equal in all respects in size and prominence. Licensee shall also submit all advertising copy, labels, stickers and packaging to the Licensor (Slazs Investments Ltd.) 14 days prior to use for written approval by the Licensor.

(c) Licensee shall not adopt or use, without Licensor's prior written consent which consent shall not be unreasonably withheld any variation of the Marks including translations and any Marks similar to or confusing with the Trademark. If Licensor consents to any variation of the Marks, Licensee hereby agrees that Licensor shall own such new Mark and shall at its cost and expense obtain in Licensor's name all Canadian registrations. Licensee shall provide Licensor with reasonable assistance in filing such application for trademark registration if required at the Licensor's cost.

(d) All goodwill arising from Licensee's use of the Marks shall inure solely to the benefit of the Licensor. Licensee shall not take any action that could be detrimental to the goodwill associated with the Mark or with Licensor during the term of this Agreement or after the termination of this Agreement.

(e) Licensee shall during the term of this Agreement and after termination thereof, execute such documents as Licensor may request from time to time to ensure that all right, title and interest in and to the Mark reside with Licensor.

(f) The terms and conditions of this shall survive any termination of this Agreement.

8. Quality Control

(a) The Licensee shall maintain the quality standards of the Trademarked Products as is requested from time to time by the Licensor and shall make any changes in quality control required by the Licensor. Licensee shall permit inspection of the premises of operations during normal business hours; and shall follow all written specifications relating to the finished product offered by Licensee under the Mark. Licensor may also require Licensee to attend quality control training courses.

- a. The Licensor has established Top Ranking on all Social Media Platforms since the opening of the Business maintaining a 5/5 Facebook rating, 4.6/5 Google rating, 4.7/5 Yelp rating. The Licensee understand that these ratings must be maintained and or improved upon.
- b. Rock-N-Wash® is known as the Best Car Wash Facility in the City of Edmonton and in regards to maintain the value of "the Marks", this reputation must be maintained.
- c. The Licensee understand that its employees will have a big impact on the client's experience under the Rock-N-Wash® name and will have to ensure that proper training takes place to protect the reputation already established.

(b) Licensee shall comply at its sole expense with all applicable federal and state laws and regulations and the applicable laws in the market where the Trademarked Products will be used including all laws applicable to the promotion, sale, license or sublicense, and distribution of the Trademarked Products.

9. Royalties – License Fee

Under the sale and purchased agreement dated of April 24, 2017, it is agreed by the Licensor that the Licensee has the rights to use "the Marks" for as long as the Quality Control are maintained.

10. Term of the License

This Agreement and the licenses granted hereunder shall commence from May 31, 2017 and shall remain in effect for as long as "the Business" is in Operation or until Licensor terminates this license by reason of the Licensee's failure to comply with the material terms and conditions of this Agreement during the term of this Agreement.

11. Termination

(a) Licensor may terminate this Agreement upon prior written notice of Licensee's breach of or default under this Agreement, and unless such breach or default is cured within 5 business days after delivery of such notice of the breach or default, the Licensor may terminate this Agreement forthwith by delivery of a written notice of termination at any time there after before such breach or default has been cured.

(b) Upon termination of this Agreement all rights of Licensee under the licenses granted herein shall terminate and revert to Licensor and Licensee shall immediately cease use of all of the Marks. Licensee hereby acknowledges that its failure to cease use of the Marks shall result in immediate and irreparable damage to Licensor.

12. Relationship of the Parties

The relationship of the Licensee to Licensor is that of an independent contractor, and neither Licensee nor its employees or agents are employees of the Licensor. This Agreement does not constitute a joint venture or grant of a franchise between Licensor and Licensee.

13. Merger

This Agreement constitutes the entire understanding of the parties, all prior understandings having been merged herein. This Agreement may only be amended only by a writing signed by both parties to this Agreement.

14. Notices

All notices regarding this Agreement shall be in writing and shall be deemed delivered on the earlier date: (1) if sent by e-mail, delivery or mail when actually received and acknowledged; or (2) ten business (10 business) days after mailing by certified or registered mail, return receipt requested.

15. Choice of Law; Forum Selection

This Agreement shall be governed by the laws of the province of Alberta applicable to contracts deemed to be made within such province, without regard to choice of law or conflict of law provisions. Furthermore, the parties hereby agree that any action or proceeding arising out of or relating to this Agreement shall be instituted in the provincial court located in Edmonton, Alberta, and the parties hereby irrevocably submit to the jurisdiction of such court and waive any objection to the venue or the inconvenience of such forum.

16. Indemnification of the Licensor

Licensee shall defend and indemnify the Licensor and hold the Licensor harmless from any and all claims, damages, and reasonable attorney's fees and related expenses arising from the use of the licensed trademark by the Licensee and his performance under the Agreement. The provisions of this Agreement shall survive the termination of this Agreement for a period of twenty four (24) months.

17. Execution

Each party has read this Agreement in its entirety and understands its terms and consequences. Each of the undersigned hereby represents that he or she has the authority to enter into this Agreement.

IN WITNESS WHEREOF the Licensor and Licensee have executed this Agreement as of April 10, 2017.

Licensor: SLAZS Investments Ltd.

Name: Sylvain Blouin

Title: President

Signature

Licensee: 2093924 Ontario INC.

Name: Hee Seon Kim

Title: Director

Signature

Trademark & Patent Registration

3 Door Concept Design

Canadian Application No. 2,767,610

Rock-N-Wash® Name

Canadian Application No. 1,569,597

Canadian Registration No. TMA867813

Revolutionizing The Car Wash Experience® Slogan

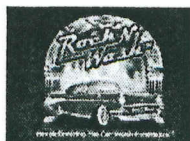
Canadian Application No. 1569596

Canadian Registration No. TMA867814

Rock-N-Wash® Logo

Canadian Application No. 1589972

Canadian Registration No. TMA867815



SCHEDULE “D”

Application number

1569596

Registration number

TMA867814

Type(s)

Word

Category

Trademark

CIPO Status

REGISTERED

TM5 status

LIVE/REGISTRATION/Issued and Active



The trademark application has been registered with the Office.

Filed

2012-03-20

Registered

2013-12-20

Registration Expiry Date

2028-12-20

Current owner

1643434 Alberta Ltd.
#533 - 54418 RR251
Sturgeon County
ALBERTA T8T0C7

Agent

FURMAN IP LAW &
STRATEGY PC
260-10 Research Drive
Office D/E
REGINA
SASKATCHEWAN S4S7J7

Registrant

SLAZS Investments Ltd.

Index headings

REVOLUTIONIZING THE CAR WASH EXPERIENCE
REVOLUTIONISING

Goods (Nice class & Statement)

(1) Windshield washer fluids; gift cards, membership cards, loyalty cards; chamois leather; chemicals for cleaning, detailing and disinfecting cars, trucks and RVs; automobile cleaning, detailing and disinfecting products, namely, automobile wax, tire cleaner, upholstery cleaner, carpet cleaner, windshield washer fluids, air fresheners and deodorizers; t-shirts, shirts, sweatshirts, jackets, baseball caps; mugs and travel mugs; travel bags; neon signs; wash basins; towels, rags; barbecues; pens

Services (Nice class & Statement)

(1) Car, truck and RV washes; retail store services featuring 50s and 60s memorabilia, food, candy, newspapers and magazines, automotive oil, lubricants and fluids, windshield washer and antifreeze fluids, gas cans, clothing, hats, travel bags, mugs and travel mugs, neon signs, automobile products for cleaning, detailing and disinfecting, pre-recorded music CDs and DVDs, toys, barbecues, pens.

Classification data

Disclaimer

The classification data is provided for information and searching purposes only. CIPO does not warrant the accuracy of the classes assigned to the trademark. This data has no legal value of any kind.

3 - Bleaching, cleaning preparations and non-medicated cosmetics
5 - Pharmaceuticals and herbicides
9 - Electrical, scientific and teaching apparatus and software
11 - Environmental control items
16 - Paper and printed goods
18 - Leather and artificial leather goods
21 - Household goods and glass
24 - Textiles and textile goods
25 - Clothing, footwear, headgear
35 - Advertising, marketing, promotional and business
37 - Building construction and repair

Claims

Declaration of Use filed December 20, 2013

Recordals (known also as Footnotes)

#553 - 54418 RR251
Sturgeon County
ALBERTA T8T0C7

Applicant

SLAZS Investments Ltd.
#553 - 54418 RR251
Sturgeon County
ALBERTA T8T0C7

CHANGE IN TITLE / CHANGEMENT EN TITRE:

TYPE OF CHANGE / GENRE DE CHANGEMENT: Assignment /
Cession

DATE REGISTERED / DATE DE L'ENREGISTREMENT: 2022-
08-09

DATE OF CHANGE / DATE DE CHANGEMENT: 2022-08-04

COMMENTS / COMMENTAIRES: FROM/DE: SLAZS
Investments Ltd.

TO/A: 1643434 Alberta Ltd.

Documents

[View documents](#)

Action History

Action	Action date	Due date	Comments
Filed	2012-03-20		
Created	2012-03-21		
Formalized	2012-03-22		
Search Recorded	2012-10-11		
Examiner's First Report	2012-10-11	2013-04-11	
Approval Notice Sent	2013-05-24	2013-06-21	
Approved	2013-07-11		APPROVED BY PROGRAM EX200M1
Advertised	2013-07-31		Vol.60 Issue 3066
Allowed	2013-11-15		
Allowance Notice Sent	2013-11-15	2015-03-20	
Registered	2013-12-20	2028-12-20	
Agent Changed	2022-01-12		From: 14062 To: 8390 / Voir Preuve au dossier/See evidence on File No. 1983678
Agent Changed	2022-08-05		From/De: 8390 To/A:
Agent Changed	2022-08-05		From/De: To/A: 17087
Change of Title Registered	2022-08-09		Assignment/Cession



Application number

1589972

Registration number

TMA867815

Type(s)

Design

Category

Trademark

CIPO Status

REGISTERED

TM5 status

LIVE/REGISTRATION/Issued and Active



The trademark application has been registered with the Office.

Filed

2012-08-14

Registered

2013-12-20

Registration Expiry Date

2028-12-20

Current owner

1643434 Alberta Ltd.
#533 - 54418 RR251
Sturgeon County
ALBERTA T8T0C7

Agent

FURMAN IP LAW &
STRATEGY PC
260-10 Research Drive

Index headings

ROCK N WASH REVOLUTIONIZING THE CAR WASH
EXPERIENCE
ROCK AND WASH

Vienna information (Code & Description)

18.1.7	Motor road vehicles
1.15.21	Bubbles, frothy masses -- Note: Including speech bubbles.
16.1.4	Telecommunication, television, sound recording or sound reproduction apparatus and equipment, computers
A 16.1.25	Other apparatus for telecommunication or the recording or reproduction of sound
7.3.1	Doors, entrances
7.5.5	Other ancient monuments
A 7.5.8	Columns, obelisks
26.3.23	Lines or bands forming an angle -- Note: Including chevrons and arrowheads formed by lines or bands.
26.4.2	Rectangles
A 26.4.5	One quadrilateral
A 26.4.24	Quadrilaterals with dark surfaces or parts of surfaces

Goods (Nice class & Statement)

(1) Windshield washer fluids; gift cards, membership cards, loyalty cards; chamois leather; chemicals for cleaning, detailing and disinfecting cars, trucks and RVs; automobile cleaning, detailing and disinfecting products, namely, automobile wax, tire cleaner, upholstery cleaner, carpet cleaner, windshield washer fluids, air fresheners and deodorizers; t-shirts, shirts, sweatshirts, jackets, baseball caps; mugs and travel mugs; travel bags; neon signs; wash basins; towels, rags; barbecues; pens

Services (Nice class & Statement)

(1) Car, truck and RV washes; retail store services featuring 50s and 60s memorabilia, food, candy, newspapers and magazines, automotive oil, lubricants and fluids, windshield washer and antifreeze fluids, gas cans, clothing, hats, travel bags, mugs and

Office D/E
REGINA
SASKATCHEWAN S4S7J7

Registrant

SLAZS Investments Ltd.
#553 - 54418 RR251
Sturgeon County
ALBERTA T8T0C7

Applicant

SLAZS Investments Ltd.
#553 - 54418 RR251
Sturgeon County
ALBERTA T8T0C7

Documents

[View documents](#)

travel mugs, neon signs, automobile products for cleaning, detailing and disinfecting, pre-recorded music CDs and DVDs, toys, barbecues, pens

Classification data

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9 - Electrical, scientific and teaching apparatus and software
11 - Environmental control items
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25 - Clothing, footwear, headgear
35 - Advertising, marketing, promotional and business
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Declaration of Use filed December 20, 2013

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CHANGE IN TITLE / CHANGEMENT EN TITRE:

TYPE OF CHANGE / GENRE DE CHANGEMENT: Assignment / Cession

DATE REGISTERED / DATE DE L'ENREGISTREMENT: 2022-08-09

DATE OF CHANGE / DATE DE CHANGEMENT: 2022-08-04

COMMENTS / COMMENTAIRES: FROM/DE: SLAZS Investments Ltd.

TO/A: 1643434 Alberta Ltd.

Action History

Action	Action date	Due date	Comments
Filed	2012-08-14		
Created	2012-08-14		
Formalized	2012-08-21		
Search Recorded	2012-10-11		
Examiner's First Report	2012-10-11	2013-04-11	
Approval Notice Sent	2013-05-24	2013-06-21	

Action	Action date	Due date	Comments
Approved	2013-07-11		APPROVED BY PROGRAM EX200M1
Advertised	2013-07-31		Vol.60 Issue 3066
Allowed	2013-11-15		
Allowance Notice Sent	2013-11-15	2015-08-14	
Registered	2013-12-20	2028-12-20	
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Agent Changed	2022-08-05		From/De: To/A: 17087
Change of Title Registered	2022-08-09		Assignment/Cession

Application number

1569597

Registration number

TMA867813

Type(s)

Word

Category

Trademark

CIPO Status

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TM5 status

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SASKATCHEWAN S4S7J7

Registrant

SLAZS Investments Ltd.

Index headings

ROCK-N-WASH

Goods (Nice class & Statement)

(1) Windshield washer fluids; gift cards, membership cards, loyalty cards; chamois leather; chemicals for cleaning, detailing and disinfecting cars, trucks and RVs; automobile cleaning, detailing and disinfecting products, namely, automobile wax, tire cleaner, upholstery cleaner, carpet cleaner, windshield washer fluids, air fresheners and deodorizers; t-shirts, shirts, sweatshirts, jackets, baseball caps; mugs and travel mugs; travel bags; neon signs; wash basins; towels, rags; barbecues; pens

Services (Nice class & Statement)

(1) Car, truck and RV washes; retail store services featuring 50s and 60s memorabilia, food, candy, newspapers and magazines, automotive oil, lubricants and fluids, windshield washer and antifreeze fluids, gas cans, clothing, hats, travel bags, mugs and travel mugs, neon signs, automobile products for cleaning, detailing and disinfecting, pre-recorded music CDs and DVDs, toys, barbecues, pens.

Classification data

Disclaimer

The classification data is provided for information and searching purposes only. CIPO does not warrant the accuracy of the classes assigned to the trademark. This data has no legal value of any kind.

3 - Bleaching, cleaning preparations and non-medicated cosmetics
5 - Pharmaceuticals and herbicides
9 - Electrical, scientific and teaching apparatus and software
11 - Environmental control items
16 - Paper and printed goods
18 - Leather and artificial leather goods
21 - Household goods and glass
24 - Textiles and textile goods
25 - Clothing, footwear, headgear
35 - Advertising, marketing, promotional and business
37 - Building construction and repair

Claims

Declaration of Use filed December 20, 2013

Recordals (known also as Footnotes)

CHANGE IN TITLE / CHANGEMENT EN TITRE:

#553 - 54418 RR251
Sturgeon County
ALBERTA T8T0C7

Applicant

SLAZS Investments Ltd.
#553 - 54418 RR251
Sturgeon County
ALBERTA T8T0C7

TYPE OF CHANGE / GENRE DE CHANGEMENT: Assignment / Cession

DATE REGISTERED / DATE DE L'ENREGISTREMENT: 2022-08-09

DATE OF CHANGE / DATE DE CHANGEMENT: 2022-08-04

COMMENTS / COMMENTAIRES: FROM/DE: SLAZS Investments Ltd.

TO/A: 1643434 Alberta Ltd.

Documents

[View documents](#)

Action History

Action	Action date	Due date	Comments
Filed	2012-03-20		
Created	2012-03-21		
Formalized	2012-03-22		
Search Recorded	2012-10-11		
Examiner's First Report	2012-10-11	2013-04-11	
Approval Notice Sent	2013-05-24	2013-06-21	
Approved	2013-07-11		APPROVED BY PROGRAM EX200M1
Advertised	2013-07-31		Vol.60 Issue 3066
Allowed	2013-11-15		
Allowance Notice Sent	2013-11-15	2015-03-20	
Registered	2013-12-20	2028-12-20	
Agent Changed	2022-01-12		From: 14062 To: 8390 / Voir Preuve au dossier/See evidence on File No. 1983678
Agent Changed	2022-08-05		From/De: 8390 To/A:
Agent Changed	2022-08-05		From/De: To/A: 17087
Change of Title Registered	2022-08-09		Assignment/Cession

Patent 2767610 Summary

► Third-party information liability

► Claims and Abstract availability

(12) Patent:	(11) CA 2767610
(54) English Title:	VEHICLE SERVICE FACILITY
(54) French Title:	INSTALLATION D'ENTRETIEN DE VEHICULE
Status:	Granted

▼ Bibliographic Data

(51) International Patent Classification (IPC):	B60S 5/00 (2006.01)
(72) Inventors :	DERKSEN, ALVIN J. (Canada) BLOUIN, SYLVAIN D. (Canada)
(73) Owners :	1643434 ALBERTA LTD. (Canada)
(71) Applicants :	SLAZS INVESTMENTS LTD. (Canada) DERKSEN, ALVIN J. (Canada)
(74) Agent:	
(74) Associate agent:	
(45) Issued:	2020-12-15
(22) Filed Date:	2012-02-10
(41) Open to Public Inspection:	2013-08-10
Examination requested:	2017-02-08
Availability of licence:	N/A
(25) Language of filing:	English

SCHEDULE “E”

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2024/06/15
Time of Search: 11:39 AM
Search provided by: MILLER THOMSON LLP- EDMONTON
Service Request Number: 42359262
Customer Reference Number: 0255543.0004

Corporate Access Number: 2013793589
Business Number: 813437811
Legal Entity Name: SLAZS INVESTMENTS LTD.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
1379358 ALBERTA LTD.	2009/04/16

Legal Entity Status: Dissolved
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2008/02/07 YYYY/MM/DD
Dissolution Date: 2023/09/01 YYYY/MM/DD

Upon Dissolution, Records Located At:

Last Name: BLOUIN
First Name: SYLVAIN
Street: 553-54418 RR 251
City: STURGEON COUNTY
Province: ALBERTA
Postal Code: T8T0C7

Registered Office:

Street: 553-54418 RGE RD 251
City: STURGEON COUNTY
Province: ALBERTA
Postal Code: T8T0C7

Records Address:

Street: 553-54418 RGE RD 251
City: STURGEON COUNTY
Province: ALBERTA

Postal Code: T8T0C7

Email Address: SYLVAIN@ROCK-N-WASH.COM

Directors:

Last Name: BLOUIN
First Name: SYLVAIN
Street/Box Number: #553, 54418 RR 251
City: STURGEON COUNTY
Province: ALBERTA
Postal Code: T8T0C7

Voting Shareholders:

Legal Entity Name: BLOUROY SUMMIT INVESTMENTS CORP.
Corporate Access Number: 2013128646
Street: #553, 54418 RR 251
City: STURGEON COUNTY
Province: ALBERTA
Postal Code: T8T0C7
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE
Share Transfers Restrictions: SEE ATTACHED SCHEDULE
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE

Holding Shares In:

Legal Entity Name
FIND-A-HOME CORP.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number

BELTERRA LAND COMPANY PARTNERSHIP	PT14551592
BELTERRA RED DEER PARTNERSHIP	PT15436587

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2022/05/26

Outstanding Returns:

Annual returns are outstanding for the 2024, 2023 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2008/02/07	Incorporate Alberta Corporation
2009/04/16	Name Change Alberta Corporation
2009/05/07	Change Director / Shareholder
2009/11/30	Change Address
2018/04/02	Status Changed to Start for Failure to File Annual Returns
2020/02/19	Update BN
2022/05/26	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2023/09/01	Dissolution

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2008/02/07
Restrictions on Share Transfers	ELECTRONIC	2008/02/07
Other Rules or Provisions	ELECTRONIC	2008/02/07

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



SCHEDULE “F”

Government of Alberta

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Corporation/Non-Profit Search

Corporate Registration System

Date of Search:2024/06/15

Time of Search:11:44 AM

Search provided by:MILLER THOMSON LLP- EDMONTON

Service Request Number:42359254

Customer Reference Number:0255543.0004

Corporate Access Number:2016434348

Business Number:824069082

Legal Entity Name:1643434 ALBERTA LTD.

Legal Entity Status:Active

Alberta Corporation Type:Numbered Alberta Corporation

Registration Date:2011/11/28 YYYY/MM/DD

Date of Last Status Change:2019/05/23 YYYY/MM/DD

Revival/Restoration Date:2019/05/23 YYYY/MM/DD

Registered Office:

Street:553, 54418 RR 251

City:STURGEON COUNTY

Province:ALBERTA

Postal Code:T8T0C7

Records Address:

Street:553, 54418 RR 251

City:STURGEON COUNTY

Province:ALBERTA

Postal Code:T8T0C7

Email Address:SYLVAIN@ROCK-N-WASH.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
BLOUIN	SYLVAIN			553-54418 RGE RD 251	STURGEON COUNTY	ALBERTA	T8T0C7	SYLVAIN@ROCK-N-WASH.COM

Directors:

Last Name: BLOUIN
First Name: SYLVAIN
Street/Box Number: 553, 54418 RR 251
City: STURGEON COUNTRY
Province: ALBERTA
Postal Code: T8T0C7

Voting Shareholders:

Legal Entity Name: BLOUROY SUMMIT INVESTMENTS CORP.
Corporate Access Number: 2013128646
Street: #553, 54418 RR 251
City: STURGEON COUNTRY
Province: ALBERTA
Postal Code: T8T0C7
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE "A" ATTACHED HERETO.
Share Transfers Restrictions: THE RIGHT TO TRANSFER SHARES IS RESTRICTED IN THAT NO SHARES MAY BE TRANSFERRED WITHOUT THE APPROVAL OF THE DIRECTORS OF THE CORPORATION.
Min Number Of Directors: 1
Max Number Of Directors: 11
Business Restricted To: NO RESTRICTIONS.
Business Restricted From: NO RESTRICTIONS.
Other Provisions: SEE SCHEDULE "B" ATTACHED HERETO.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
ROCK-N-WASH	TN17778978

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2023/03/06

Outstanding Returns:

Annual returns are outstanding for the 2023 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2011/11/28	Incorporate Alberta Corporation
2018/10/03	Change Address
2019/01/02	Status Changed to Start for Failure to File Annual Returns
2019/05/02	Status Changed to Struck for Failure to File Annual Returns
2019/05/23	Initiate Revival of Alberta Corporation
2019/05/23	Complete Revival of Alberta Corporation
2020/02/20	Update BN
2023/03/06	Name/Structure Change Alberta Corporation
2023/03/06	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2011/11/28
Other Rules or Provisions	ELECTRONIC	2011/11/28
Share Structure	ELECTRONIC	2023/03/06
Consolidation, Split, Exchange	ELECTRONIC	2023/03/06

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



SCHEDULE “G”

Government of Alberta

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Corporation/Non-Profit Search

Corporate Registration System

Date of Search:2024/06/15

Time of Search:11:58 AM

Search provided by:MILLER THOMSON LLP- EDMONTON

Service Request Number:42359309

Customer Reference Number:

Corporate Access Number:2013128646

Business Number:843488180

Legal Entity Name:BLOUROY SUMMIT INVESTMENTS CORP.

Legal Entity Status:Active

Alberta Corporation Type:Named Alberta Corporation

Registration Date:2007/04/05 YYYY/MM/DD

Date of Last Status Change:2023/10/31 YYYY/MM/DD

Revival/Restoration Date:2023/10/31 YYYY/MM/DD

Registered Office:

Street:553, 54418 RR 251

City:STURGEON COUNTY

Province:ALBERTA

Postal Code:T8T0C7

Records Address:

Street:553, 54418 RR 251

City:STURGEON COUNTY

Province:ALBERTA

Postal Code:T8T0C7

Email Address:SYLVAIN@ROCK-N-WASH.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
BLOUIN	SYLVAIN			553, 54418 RR251	STURGEON COUNTY	ALBERTA	T8T0C7	SYLVAIN@ROCK-N-WASH.COM

Directors:

Last Name: BLOUIN
First Name: SYLVAIN
Street/Box Number: #553, 54418 RR 251
City: STURGEON COUNTY
Province: ALBERTA
Postal Code: T8T0C7

Last Name: ROY
First Name: LOUISE
Street/Box Number: #553, 54418 RR 251
City: STURGEON COUNTY
Province: ALBERTA
Postal Code: T8T0C7

Voting Shareholders:

Last Name: BLOUIN
First Name: SYLVAIN
Street: #553, 54418 RR 251
City: STURGEON COUNTY
Province: ALBERTA
Postal Code: T8T0C7
Percent Of Voting Shares: 50

Last Name: ROY
First Name: LOUISE
Street: #553, 54418 RR 251
City: STURGEON COUNTY
Province: ALBERTA
Postal Code: T8T0C7
Percent Of Voting Shares: 50

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED
Share Transfers Restrictions: SEE ATTACHED
Min Number Of Directors: 1
Max Number Of Directors: 15
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED

Holding Shares In:

Legal Entity Name
1643434 ALBERTA LTD.

Other Information:**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/10/31

Outstanding Returns:

Annual returns are outstanding for the 2024 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2007/04/05	Incorporate Alberta Corporation
2019/05/03	Change Address
2020/02/19	Update BN
2023/06/02	Status Changed to Start for Failure to File Annual Returns
2023/10/02	Status Changed to Struck for Failure to File Annual Returns
2023/10/31	Initiate Revival of Alberta Corporation
2023/10/31	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2023/10/31	Complete Revival of Alberta Corporation

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2007/04/05
Restrictions on Share Transfers	ELECTRONIC	2007/04/05
Other Rules or Provisions	ELECTRONIC	2007/04/05

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



SCHEDULE “H”

Government of Alberta ■ Trade Name / Partnership Search

Corporate Registration System

Date of Search: 2024/06/15
Time of Search: 11:56 AM
Search provided by: MILLER THOMSON LLP- EDMONTON
Service Request No: 42359306
Customer Reference No:

Registration No: TN17778978
Current Business Name: ROCK-N-WASH
Status of Business Name: Active
Trade Name / Partnership Type: Trade Name
Commencement Date: 2012/02/10 YYYY/MM/DD
Date of Registration: 2013/10/10 YYYY/MM/DD
Type of Business: MULTI-WASH FACILITY

Current Declarant:

Last/Legal Entity Name: 1643434 ALBERTA LTD.
Street: 553 -54428 RANGE RD 251
City: STURGEON COUNTY
Province: ALBERTA
Postal Code: T8T0C7
Email Address: sylvain@rock-n-wash.com

Other Information:

Filing History:

List Date	Type of Filing
2013/10/10	Register Trade Name

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



SCHEDULE “I”

Amended April 3, 2017

Amended April 2, 2017

REAL ESTATE PURCHASE CONTRACT (COMMERCIAL)

PART A - OFFER TO PURCHASE

This Contract is between:

Name: 1643434 ALBERTA LTD. (o/a Rock N Wash) (Seller) ✓

and

Name: 2093924 ONTARIO INC. (Buyer)

1. The Property is the Land, Buildings, Unattached and Attached Goods:

a. Municipal Address: 4803 - 55th Avenue NW, Edmonton, Alberta T6B 3S3

b. Legal Description: Plan 0720455, Block 21, Lot 2 (Area: 0.788 Hectares (1.95 Acres) more or less ✓

c. Unattached Goods (specific chattels) described as follows: To Be Attached

d. All attached Goods (fixtures) except for:

e. Unless otherwise agreed in writing, Title to the Property at the Closing and Adjustment Date will be subject to any reservations and exceptions stated on the certificates of title; will be free and clear of all liens, encumbrances, registrations and obligations except those implied by law; may be subject to non-financial obligations now on title such as easements, utility right of ways, covenants and conditions that are normally found registered against property of this nature, and non-financial encumbrances which have been accepted by the Buyer as Permitted Encumbrances.

2. The Buyer hereby offers to purchase the Property as it stands for ~~\$9,800,000.00~~ plus Inventory. ✓
The Purchase Price, to be paid in the following manner:

a. \$ 100,000.00

As Initial Deposit to be held in trust by the Buyer's solicitor ✓
for both the Seller and the Buyer, the deposit shall be dealt with in accordance with the terms of this contract;

b. \$7,350,000.00

By New Financing; ✓

c. \$2,350,000.00

The balance owing (subject to adjustment) delivered by the Buyer ✓
to the Buyer's solicitor for closing;

d. ~~\$9,800,000.00~~ ✓

Total Price (excluding G.S.T.) ✓

3. Conditions Precedent: for the sole and exclusive benefit of the Buyer and which may be satisfied or waived unilaterally by the Buyer in its sole discretion, but only in writing, signed by the Buyer and delivered to the Seller's Agent by mail, fax or personally. Failure to remove all of the conditions precedent in writing by the respective condition dates will result in the return of all deposits to the Buyer without deduction of any kind. This contract shall then be void and neither party shall have any claim upon the other. A condition date may be extended by written Agreement.

N.B. - COMPLETE ONLY IF APPLICABLE

- a. **BUYER'S FINANCING CONDITION:** It is a condition precedent to this Offer that the Buyer is able to place a new mortgage(s) and/or assume the existing mortgage(s) upon terms acceptable to the Buyer in order fund the purchase of the property. The Buyer shall have an opportunity to obtain such financing up to 4:00 PM on the 20th day of December, 2016, failing which, this Offer shall be null and void. ✓

April 25, 2017
13th
JN
DUE DILIGENCE CONDITION: It is a condition precedent to this Offer that the Buyer shall have until up to 4:00 PM on the 20th day of December, 2016, to inspect and to accept the Property, the Permitted Encumbrances and all relevant information and records relating thereto ("DUE DILIGENCE"). Should this condition not be waived/removed, then this Offer shall be null and void. For this purpose, the Seller agrees to allow the Buyer reasonable access for inspection and provide the following documents if available within Five (5) business days after the Date of Acceptance: ✓

- i. Copies of financial statements for the past Three (3) years; ✓
- ii. Copies of all contracts currently pertaining to the Property and Business;
- iii. Copies of any engineering reports presently held by the Seller together with reports and particulars of all maintenance work done by the Seller on all heating and air conditioning equipment, roof repair and copies of all contracts currently relating to the Property;
- iv. Copies of any other pertinent documents, correspondence, work orders and deficiency notices from the City of Edmonton, if any, in the possession of the Seller;
- v. Copies of all Environmental Assessment Reports, if any, in the possession of the Seller relating to environmental contamination of any kind or on the Property and written confirmation by the Seller that to the best of its knowledge, no other environmental contamination, if any, exists on the Property;

It is provided that whether or not such reports exist, the Buyer at its own expense, may engage consultants to inspect and make such tests and observations as the Buyer may deem necessary. Copies of all such reports shall be provided to the Seller without cost, whether or not a sale of the Property is completed.

- vi. A Real Property Report showing the current state of all improvements along with Compliance Certificate from the Municipality having jurisdiction. The Seller shall bear the costs of any Legal Surveys and Certificates that may be required for this purpose;
- vii. Any plans and specifications relating to the original construction and improvements to the Property, including without limiting the generality of the foregoing, "as-built" drawings, and plans for leasehold or tenants improvements all of which such as are in the possession or control of the Seller;
- viii. Equipment list;
- ix. All records/details of gift card issuance and payment.

The Buyer shall keep all information as aforesaid in strict confidence and shall only make the same available to the Buyer's employees, agents and professional advisors in strict confidence and shall return all of the above material to the Seller before any deposits are released to the Buyer pursuant to this agreement.

The Seller shall allow the Buyer's authorized representatives reasonable access to the Property from time to time during normal business hours at any time following acceptance of this Offer by the Seller and hereby authorizes the Buyer to carry out, at its sole cost and risk, such reasonable

tests, inspections and reviews as the Buyer's authorized representatives may deem necessary, subject to the rights of the Tenants.

- c. **ADDITIONAL BUYER'S CONDITIONS:** This Offer is made subject to the following additional conditions precedent, solely for the benefit of the Buyer, which may be fulfilled or unilaterally waived by the Buyer on notice to the Seller or its Agent on or before December 12, 2016, failing which this Offer shall be null and void:

- i. Approval by the Buyer's solicitor of this transaction;
- ii. Approval by the Buyer's accountant of financial statements for the past three (3) years, which the Seller has provided to the Buyer pursuant to paragraph 3(b)(i) of this Offer;
- iii. Building and equipment inspection satisfactory to the Buyer;
- iv. The Buyer's approval of equipment list;
- v. The Buyer's approval of gift card records provided pursuant to paragraph 3(b)(ix);
- vi. The Buyer's verification of sales for One (1) week;
- vii. In the event that any environmental reports the Seller has provided to the Buyer are not satisfactory to the Buyer's lender, and therefore, that the lender requires an updated Environmental Phase I Report, evidencing that there is no contamination issue, then the costs shall be borne by the Seller and the Buyer equally. If, however, contamination is discovered through a new Environmental Phase I test, then the Seller shall be solely responsible for the costs, and this Offer shall be null and void unless the Seller can rectify the contamination issue at its cost.

4. **Additional terms of sale, if any; (attach Schedule if necessary and have initialed by both parties):**

- a. The parties agree that after the close of the Business on the day preceding the Closing Date, they shall mutually undertake a count of the Inventory both as to quantity and price. Any inventory which is determined by the Buyer, acting reasonably, to be outdated or obsolete, will not be counted. Inventory shall be valued at the cost, excluding GST, paid by the Seller. In the event that the parties agree to use an independent inventory service company, the costs shall be split between the parties. The parties also agree that they count gift cards. The total amount of gift cards sold by the Seller but not used by customers shall be adjusted by way of credit to the Buyer upon closing;

- b. The Seller agrees that except for the car wash the Seller currently carries on in Edmonton, neither it nor any of its principals, shareholders or persons related thereto will not, without the prior written consent of the Purchaser, within the radius of 15 kilometres of the Business for a period of 10 years after the Closing Date, engage, either directly or indirectly, in any activity or business which, in any manner whatsoever, similar to or competes with the Business activities or operation of the Buyer, save and except as a consultant in relation to car wash business. As used herein, the word "engage" shall mean to act as an employee, agent, officer, director or lender of a business or to be sole proprietor, partner, joint-venturer, shareholder, guarantor or owner of a form of interest of or in a business. The Seller shall cause its principals, shareholders or persons related thereto to execute a non-competition agreement as part of closing documents. However, the Seller and the Buyer agree that Sylvain Blouin or his affiliates may, if successful in obtaining a municipal development permit, build and operate a car wash business at a property located in Sherwood Park, Alberta, legally described as Plan 0924264, Block 241, Lot 4, but that the Sylvain Blouin or his affiliates shall not operate an automatic truck wash at the business premises; *Like a VMAX BY BELANGER or The RAINBOW ULTIMA BY Inter Clean*

- c. All equipment, furniture and fixtures shall be in good working condition, and if any of equipment, furniture or fixtures breaks down prior to the Closing Date, the breakdown shall be

SM

For Examples:

JB

fixed or repaired at the Seller's costs;

- d. The Seller shall, effective as of the Closing Date, terminate the employment of all employees of the Business and shall, on or before the Closing Date, pay all wages, salaries, bonuses, benefits, termination severance pay, holiday pay, vacation pay and all other compensation and benefits owing to the said employees and all remittances payable to CCRA, Workers' Compensation Board, medical or health plans and such other remittances with respect to any period up to and including the Closing Date. The Buyer may re-hire the employees;
 - e. The Seller shall assign telephone/fax numbers of the Business to the Buyer at closing;
 - f. The Seller shall enter into a licence agreement with the Buyer, which allows the Buyer to use the Trade Name, Rock-N-Wash®, Logo, Slogan (Revolutionizing The Car Wash Experience®), Website, Rock-N-Wash® email address and the existing Social Media Platforms and to assign the same to future owners, free of charge; ✓
 - g. The Seller agrees to provide the Buyer with unpaid training for two (2) weeks before closing and two (2) weeks after closing; ✓
 - h. The Seller shall be responsible for any unpaid rents up to the Closing Date with respect to any leased items;
 - i. The Seller shall remove all dirt soils on the Property before closing. If the Seller fails to do so, a reasonable cost for removal shall be deducted from the Purchase Price;
 - j. The parties shall execute GST Form 44 as part of closing documents.
5. Subject to the terms hereof being completed with possession of the Property shall be available and given to the Buyer on or before the ~~20th day of January, 2017~~ (the "Possession Date"), subject to the tenants' rights, if any. On the Possession Date, the Property shall be vacant and free of all tenancies. ✓
1st of May, 2017 → *25th day of April 2017*
6. All normal adjustments for the Property including but not limited to taxes, improvements and assessments, municipal charges, rents, utilities, tenant deposits including interest, prepaid rent, mortgage principal and interest and all other incoming and outgoing that are applicable with respect to the Property shall be adjusted as at noon on the ~~20th day of January, 2017~~ (the "Closing and Adjustment Date"). ✓
1st of May, 2017 → *25th day of April 2017*
7. All money due and owing to the Seller including G.S.T., if applicable, shall be paid to the Seller's Lawyer on or before the Closing and Adjustment Date. If the Seller agrees to accept payment after the Closing and Adjustment Date, the Buyer shall pay interest at the rate of 3% per annum above the prime rate set by the Royal Bank of Canada on all monies owing to the Seller, from the Closing and Adjustment Date until the monies owing have been paid. However, if the late payment was caused due to delay on the Seller's side, then the Buyer shall pay interest at the Buyer's mortgage rate on the mortgage amount.
8. The Seller shall pay and discharge any financial encumbrances which are not by this contract specifically assumed by the Buyer. The Seller's Solicitor shall be permitted to pay and discharge any such encumbrances from the sale proceeds and shall do so within a reasonable time after receipt of the purchase monies.
9. The transfer of land (the "Transfer") in registerable form together with all applicable conveyancing documents normally expected in a commercial transaction (see Note below), shall be prepared at the

expense of the Seller and delivered (together with the Duplicate Certificate of Title, when applicable), the Buyer's Lawyer within a reasonable time to register prior to the Closing and Adjustment Date. In the event the Seller fails to deliver the Transfer to the Buyer's Lawyer within a reasonable time, then the Buyer shall not be obliged to pay interest on that portion of the cash to close attributable to the Buyer's own funds (and not mortgage), provided that those funds are paid to the Seller's Lawyer in trust, until the Buyer has a reasonable time in which to register the Transfer. If a New Mortgage is a condition of this Offer, the Seller agrees to trust conditions that allow the Buyer's Lawyer to register the Transfer so as to obtain the advance of mortgage funds on the New Mortgage, provided however that the Buyer's Lawyer undertakes, accepts and complies with reasonable trust conditions imposed by the Seller's Lawyer until the Seller has been paid the total purchase price. The Seller's Lawyer has a right to prepare (at the expense of the Buyer) any mortgage or agreement for sale between the Seller and Buyer.

Note: Conveyance documents required as applicable, shall include but not be limited to the following:

- a. Transfer of Land;
- b. Statement of Adjustments;
- c. Bill of Sale for Chattels;
- d. Bill of Sale for Inventory;
- e. Assignment of Telephone/Fax Numbers, website and email address;
- f. Licence Agreement re Use of Trade Name;
- g. Non-Competition Agreement;
- h. GST Form 44;
- i. Real Property Report and Compliance if not provided to the Buyer pursuant to paragraph 3(b)(vi) of this Offer;
- j. Workers' Compensation Board Clearance;
- k. Discharge of all non-permitted encumbrances;
- l. Any notices required by special legislation (e.g. boilers).
- m. *Special Resolutions of Directors and Shareholders approving of the Sale of the Purchased Assets*

11. Building and Chattels included in the sale will remain at the risk of the Seller until the Closing and Adjustment Date or until the full purchase price is paid, whichever is the later date. If loss or damage occurs prior to the Closing and Adjustment Date, then the Seller is responsible for repair at its cost, and any insurance proceeds thereof will be held in trust for the parties according to their interests.

12. Between the date of Acceptance and the Closing Date, the Seller will neither enter into any agreements affecting the Property and Business extending beyond the Closing Date nor make any material changes to the Property or its operation of the Business without the written consent of the Buyer.

13. The Seller represents and warrants to the Buyer that:

- a. The location of buildings and location of other improvements on the Property comply with, or conform to, all municipal government laws and regulations or are non conforming buildings as that term is defined in the Municipal Government Act of Alberta. The buildings and other improvements on the Property do not encroach upon any easement or utility right of way on the Property or upon land adjacent to the Property.
- b. There is no legal action outstanding with respect to the said lands.
- c. The Seller is not in breach of any contract with respect to the said lands.
- d. The Seller is not in breach on its part to any third party with respect to the said lands for any monetary or other obligation.
- e. Within the meaning of the Income Tax Act of Canada, the Seller is not now a non-resident of Canada nor an agent or a trustee for any person with an interest in the property who is a non-Resident of Canada.

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1. The representations and warranties in this section shall survive the completion of the purchase and sale.

g. All equipment shall be at good working order on closing

14. The Buyer warrants to the Seller that it is a registrant under the Goods and Service Tax (G.S.T.).

15. The Seller and Buyer each acknowledge that except as otherwise described in this Contract, there are no other warranties, representations or collateral agreements made by or with the other party, the Seller's Agent, the Buyer's Agent and their salespeople about the Property, any neighbouring lands and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the Land and buildings or the existence of any environmental condition or problem.

16. The Deposit(s) shall forthwith be refunded to the Buyer without deduction in the event that:

- a. this Offer is not accepted;
- b. all conditions precedent have not been satisfied or waived by the Buyer;
- c. the Seller fails to perform this contract;

17. If this Offer is accepted and all conditions precedent are met or waived and the Purchaser fails to perform this contract, the Deposit(s) shall be forfeited as liquidated damages to the Seller, (subject to the terms of Part B hereof) and the Seller may take such other remedies against the Buyer as the Seller has at law.

18. The Buyer shall have the right to place a Caveat on the Property upon the acceptance of this Offer by the Seller. Should the Buyer fail to perform this contract, it agrees to forthwith discharge the said Caveat. In the event a Caveat is filed, the Buyer's Lawyer shall be required to immediately forward a discharge of the Caveat to the Seller's Lawyer on the trust condition that it is not to be used unless the Buyer fails to complete.

19. In this contract the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This contract shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

20. This Offer may be executed in counterparts and sent by fax or email, and this procedure will be as effective as signing and delivering an original copy.

21. Notwithstanding anything herein contained time shall, in every respect, be of the essence.

SIGNED AND DATED AT 303 Valley Ridge Manor NW, Alberta, at 9 o'clock 15 M. on the day of Nov 25, 2016.

Jason Kim
Name of Witness (Print)

Signature of Witness for Buyer

2093924 ONTARIO INC.
Name of Buyer (Print)

Per: [Signature]
Authorized Signing Officer

PART B ACCEPTANCE

The Seller of the Property hereby accepts the above Offer and the terms and conditions precedent contained therein. Should the Seller fail to complete the sale, the Buyer may cancel this contract, withdraw its deposit or take such remedies as the Buyer has at law.

THE SELLER HEREBY NOTIFIES BOTH THE BUYER AND THE SELLER'S SOLICITOR OF THIS AGREEMENT:

(I/We the undersigned, being the Seller and registered Owner(s) of the Property, hereby accept this Offer and agree to be bound by the terms and conditions herein.

SIGNED AND DATED AT Edmonton, Alberta, at 11 o'clock 47 AM on the day of November 29, 2016.

Louise Roy
Name of Witness (Print)

[Signature]
Signature of Witness for Seller

1643434 ALBERTA LTD.

Name of Seller (Print)

Per: [Signature]

Authorized Signing Officer

SCHEDULE “J”



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 200 800 0720455;21;2 172 133 698

LEGAL DESCRIPTION
PLAN 0720455
BLOCK 21
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.788 HECTARES (1.95 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;24;52;13;NW

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 122 102 804

REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

172 133 698 30/05/2017 TRANSFER OF LAND \$6,134,000 \$7,643,000

OWNERS

2093924 ONTARIO INC.
OF 4803 55 AVENUE NW
EDMONTON
ALBERTA T6B 3S3
(DATA UPDATED BY: CHANGE OF ADDRESS 212014092)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

072 034 598 18/01/2007 UTILITY RIGHT OF WAY
 GRANTEE - THE CITY OF EDMONTON.
 AS TO PORTION OR PLAN:0720456
 AS TO AREA "B"

212 014 093 16/01/2021 MORTGAGE
 MORTGAGEE - BANK OF MONTREAL.
 10175 101 ST NW 20TH FLR

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

172 133 698

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON

ALBERTA T5J0H3

ORIGINAL PRINCIPAL AMOUNT: \$6,005,000

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 16 DAY OF
FEBRUARY, 2024 AT 11:51 A.M.

ORDER NUMBER: 49759524

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

SCHEDULE “K”



(22) Date de dépôt/Filing Date: 2012/02/10

(41) Mise à la disp. pub./Open to Public Insp.: 2013/08/10

(51) Cl.Int./Int.Cl. *B60S 5/00* (2006.01)

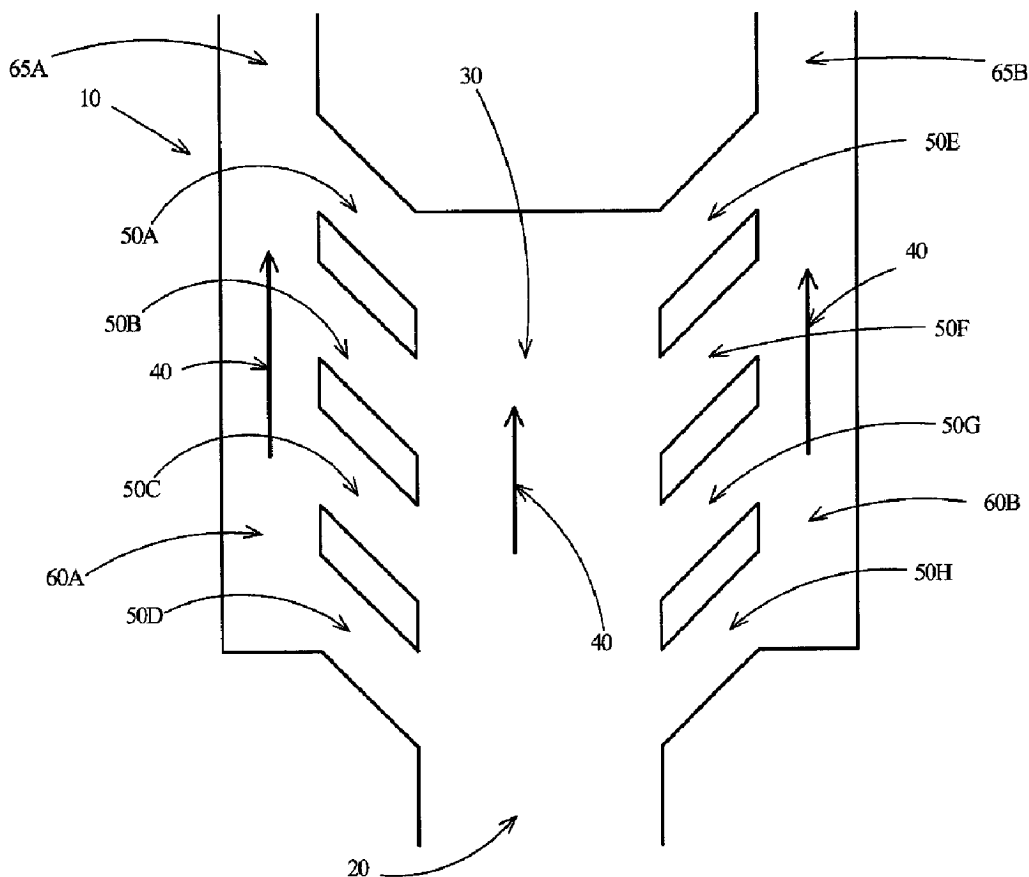
(71) Demandeurs/Applicants:
SLAZS INVESTMENTS LTD., CA;
DERKSEN, ALVIN J., CA

(72) Inventeurs/Inventors:
DERKSEN, ALVIN J., CA;
BLOUIN, SYLVAIN D., CA

(74) Agent: BRION RAFFOUL

(54) Titre : INSTALLATION D'ENTRETIEN DE VEHICULE

(54) Title: VEHICLE SERVICE FACILITY



(57) Abrégé/Abstract:

Methods and facilities relating to the washing and/or servicing of vehicles. A facility is provided that has at least one section specifically dedicated to vehicle cleaning or washing. Multiple vehicle bays are provided on either side of a main driveway

(57) Abrégé(suite)/Abstract(continued):

connected to a single entrance for the section. One of two exit driveways, each parallel to the main driveway, are at the other side of each vehicle bay and lead to their corresponding exits. Each vehicle bay is at an acute angle to the main driveway and is at an obtuse angle to one of the two exit driveways. Customers' vehicles enter through the single entrance, pass through the main driveway and drive into one of the vehicle bays. Once the vehicle has been cleaned and/or serviced, the vehicle can simply drive through the vehicle bay to the corresponding exit driveway. To avoid the build-up of fog within the facility, the facility can be pressurized from within to force out any fog or condensation that forms inside.

SCHEDULE “L”

2093924 Ontario Inc. - In Receivership
Interim Statement of Receipts and Disbursements
for the period from February 13 2024 to May 31, 2024

	Versa Bank	BMO	Total
Receipts:			
Sales		328,914.07	328,914.07
Accounts receivable		98,008.62	98,008.62
Cash held in financial institutions	30,000	66,879.35	96,879.35
Interest	122		121.88
GST Collected		21,346.14	21,346.14
Total receipts:	\$ 30,122	515,148.18	545,270.06
			-
Disbursements:			-
Operating expenses	\$ 7,614	214,900.38	222,514.38
Loan payment		6,548.49	6,548.49
Transfer to Receivership account		30,000.00	30,000.00
Repairs and maintenance	398		398.45
GST paid	772		772.24
Utilities	8,024	27,195.20	35,219.68
Appraisal fees	6,500		6,500.00
Miscellaneous	242	280.00	522.05
Total disbursements:	\$ 23,551	278,924.07	302,475.29
			-
			-
Excess of receipts over disbursements:	\$ 6,571	236,224.11	242,794.77



SCHEDULE “M”

Summary of Legal Fees - Miller Thomson LLP

Invoice No .	Date	Fees	Disbursements	GST	Total
4002952	30-Apr-24	3,829.00		191.45	4,020.45
399341	31/03/2024	26,168.50	189.30	1,315.60	27,673.40

Totals

29,997.50	189.30	1,507.05	31,693.85
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