

COURT FILE NUMBER

Clerk's Stamp

2303 22127

COURT

COURT OF ~~QUEEN~~KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

BANK OF MONTREAL

~~DEFENDANT~~
DEFENDANTS

2093924 ONTARIO INC., HYEONG SIK KIM and
HEE SEON KIM

DOCUMENT

APPROVAL AND VESTING ORDER
(Sale by Receiver)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP
Barristers and Solicitors
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File No.: 0255543.0004

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION WHERE ORDER WAS PRONOUNCED:

EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER:

HONOURABLE JUSTICE

UPON THE APPLICATION by ~~[Receiver's Name]~~MNP Ltd. in its capacity as the Court-appointed ~~[receiver]~~receiver and manager] (the "Receiver") of the undertakings, property and assets of ~~[Debtor]~~2093924 Ontario Inc. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an ~~agreement of purchase and sale~~Asset and Real Estate Purchase Agreement (the "Sale Agreement") between the Receiver and ~~[Name of Purchaser]~~Klair Group Industries Inc. (the "Purchaser") dated ~~[Date]~~April 3, 2024 and appended to the ~~___~~Confidential Addendum (the "**Confidential Addendum**") to the First Report of the Receiver dated ~~[Date]~~June 17, 2024

(the "[First Report](#)"), and vesting in the Purchaser (or its nominee)¹ the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the [Consent](#) Receivership Order dated ~~[Date]~~ [January 12, 2024 and filed February 15, 2024](#) (the "**Receivership Order**"), the [Confidential Addendum](#), Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser [**Names of other parties appearing**], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.²

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved³ and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

EXHAUSTION OF PATENT RIGHTS

3. Any rights of 1643434 Alberta Ltd., including, without limitation, any rights arising under a three Door Concept Design (the "**Patented Design**"), Canadian Patent Application Number 2767610

~~¹ Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)~~

~~² Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

~~³ In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders."~~

(the “Patent”) have been exhausted in respect of the Purchased Assets only and 1643434 Alberta Ltd. shall have no further rights or remedies to assert a proprietary or contractual right in the Purchased Assets arising from the Patent.

VESTING OF PROPERTY

4. ~~3. [Subject only to approval by the Alberta Energy Regulator (“Energy Regulator”) of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the Oil and Gas Conservation Act (Alberta) and section 18 of the Pipeline Act (Alberta)]⁴ upon~~Upon delivery of a Receiver’s certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the **“Receiver’s Closing Certificate”**), all of the Debtor’s right, title and interest in and to the Purchased Assets [listed in **Schedule “B”**⁵ hereto] shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, **“Claims”**)⁶ including, without limiting the generality of the foregoing:
- (a) any encumbrances or charges created by the Receivership Order;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
 - (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta); ~~and~~

⁴ ~~This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

⁵ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~

⁶ ~~The “Claims” being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp. v Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of “rights, titles and interests” is vague and therefore undesirable.~~

(d) any claims of 1643434 Alberta Ltd. in the Purchased Assets arising under the Patent or Patented Design;

(e) ~~(d)~~ those Claims listed in ~~Schedule~~ Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in ~~Schedule~~ Schedule "D" (collectively, "Permitted Encumbrances"));

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

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

(a)⁷ the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

(i) cancel the existing Certificates of Title No. ~~*172 133 698~~ for those lands and premises municipally described as ~~*4803 55 Avenue, NW, Edmonton, Alberta, T6B 3S3~~, and legally described as:

~~*~~
PLAN 0720455
BLOCK 21
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.788 HECTARES (1.95 ACRES) MORE OR LESS
(the "**Lands**")

(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), ~~namely, *~~

⁷ ~~Paragraph 4(a) is included when the Purchased Assets include titled lands.~~

- (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and
- (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;

~~(b)⁸ — Alberta Energy ("Energy Ministry") shall and is hereby authorized, requested and directed to forthwith:~~

~~(v) — cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the Bank Act (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi) — transfer all Crown leases listed in Schedule "E" to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

~~(c) — the Registrar of the Alberta Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and any person making a Claim to any of the Purchased Assets shall, within 7 days of being served with written notice from the Receiver and a copy of the signed Receiver's Closing Certificate, discharge ~~any~~all registrations ~~at~~ it maintains in relation to that Claim from the Alberta Personal Property Registry ~~(whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods, or similar registry in another jurisdiction providing for public notice of such Claim.~~~~

~~⁸ Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~

6. ~~5.~~ In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
7. ~~6.~~ No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement, [other than any required approval by the Energy Regulator referenced in paragraph 3 above.]⁹1
8. ~~7.~~ Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
9. ~~8.~~ For the purposes of determining the nature and priority of Claims, net proceeds¹⁰ from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

⁹ ~~The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

¹⁰ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

10. ~~9.~~ Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.⁺¹
11. ~~10.~~ Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).⁺²
12. ~~11.~~ The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor, including, without limitation 1643434 Alberta Ltd.
13. ~~12.~~ Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.⁺³
14. ~~13.~~ The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

⁺¹ ~~Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor employee liability.~~

⁺² ~~Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

⁺³ ~~The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over the other assets it holds as security. Do not add the words "or the Debtor" to the end of paragraph 12 if an encumbrancer's claim against the Debtor should be reserved.~~

15. ~~14.~~ Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

16. ~~15.~~ Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtor; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. ~~16.~~ The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

18. ~~17.~~ This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative

bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

19. ~~18.~~ Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:

~~*~~<https://mnpdebt.ca/en/corporate/corporate-engagements/2093924-ontario-inc.>

and service on any other person is hereby dispensed with.

20. ~~19.~~ Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of ~~Queen~~King's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER		Clerk's Stamp <u>2303 22127</u>
COURT	COURT OF QUEEN <u>KING</u> 'S BENCH OF ALBERTA	
JUDICIAL CENTRE	<u>EDMONTON</u>	
PLAINTIFF	<u>BANK OF MONTREAL</u>	
DEFENDANT <u>DEFENDANTS</u>	<u>2093924 ONTARIO INC., HYEONG SIK KIM and HEE SEON KIM</u>	
DOCUMENT	RECEIVER'S CERTIFICATE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<u>MILLER THOMSON LLP Barristers and Solicitors 2700, Commerce Place 10155-102 Street Edmonton, AB, Canada T5J 4G8 Phone: 780.429.1751 Fax: 780.424.5866</u>	
	<u>Lawyer's Name: Susy Trace Lawyer's Email: strace@millerthomson.com File No.: 0255543.0004</u>	

RECITALS

- A. Pursuant to an Order of the Honourable Justice ~~[Name]~~G. S. Dunlop of the Court of ~~Queen~~King's Bench of Alberta (the "Receivership Order"), Judicial District of Edmonton (the "Court") dated ~~[Date of Order], [Name of Receiver]~~January 12, 2024, MNP Ltd. was appointed as the receiver (the "Receiver") of the undertakings, property and assets (the "Property") of ~~[Debtor]~~2093925 Ontario Inc. (the "Debtor"), however the Receiver's obligations pursuant to the Receivership Order did not come into effect, and the Receiver was not considered in possession or control of the Property until the Receivership Order was filed on February 15, 2024;

- B. Pursuant to an Order of the Court dated ~~[Date]~~ June 24, 2024, the Court approved the agreement of purchase and sale made as of ~~[Date of Agreement]~~ April 3, 2024 (the "~~Sale~~ Asset and Real Estate Purchase Agreement") between the Receiver and ~~[Name of Purchaser]~~ Klair Group Industries Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section~~ *Article 7 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ~~section~~ *Article 7 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); ~~and~~
3. The Transaction has been completed to the satisfaction of the Receiver; ~~and~~ and
4. This Certificate was delivered by the Receiver at ~~[Time]~~ _____ on ~~[Date]~~ _____.

~~[Name of Receiver]~~ MNP Ltd., in its capacity as Receiver of the undertakings, property and assets of ~~[Debtor]~~ 2093924 Ontario Inc., and not in its personal capacity.

Per; _____

Name: Karen Alyward
 Title: LIT, Vice President, MNP Ltd.

Schedule "B"

The Lands and building legally described as:

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

The following personal property:

1. Electrical Scissorlift Skyjack
2. Camera Computer – Dell pc -store
 - a. Server for Camera Vonstor SMRPro with Monitor -store
 - b. Lorex camera system x2 with monitors
3. Old Server Security Access Computer with Monitor – Dell pc -store-
4. APC Back – UPS protection XS-1500 -store storage room
5. Meraki MR-18 Wireless Router for Wi-fi
6. Topaz Signature Pad
7. Cashier computer with monitor
8. Vertex Standard EVX-534 walkee talkee and two motorola
9. Store tv
10. Yardworks 48v lawnmower + grass/leaf blower
11. First Aid Kit-store
12. Small Electric Heater
13. Blue drawers cabinet -storage room
14. Display rack spares ###
15. LED lights on pedestal with 2 heads for detailing
16. Laser Printer – brother
17. Small mini computer with monitor -store
18. Star TSP100 Receipt Printer
19. Swingline Automatic Stapler
20. Panasonic Cordless Phone
21. Store Couch +black water cooler+coffee table
22. Maple System Weintek – Site Control Model Touchscreen to control doors/night shutdown
23. Water dispenser+mini white cooler
24. AI Phone Lef3 – RV dump Intercom
25. 8 Managed Brand New Netgear Switches for Network Stability Communication
26. 2 Meraki MX64-HW Advanced Security (store storage room)
27. 16 bay wash kiosk computers (plus touchscreen monitors) + autowash teller computer
28. New Commercial Server for carwash system + POS (located 2nd stair floor)

- a. APC Back-Up XS-1300 protection
- 29. Two 3 sides manager's desks
- 30. 2nd stair floor TV+appliances
- 31. Tool box and bench in the autowash mech room
- 32. Belanger Tunnel System
 - a. 4 yellow Water tanks for each CAT pump
 - b. 1 blue water tank for small CAT PUMP
 - c. Chemical injector and dispensing system
- 33. 16 CAT Pumps for car wash bays
- 34. Water softner system -located Autowash mech room
- 35. Cash Change Machine – Standard Brand
- 36. Coin vac system -located Autowash mech room
- 37. Drum sized chemical moving cart
- 38. Security System -alarm
- 39. Laundry machine -washer/dryer
- 40. 1956 retro couch replica -beside store mandoor
- 41. Infrared Tube Heating System in Self-Wash Bays, Truck Bays and Automatic
- 42. Store entrance wall Vintage Cars
- 43. 2 Extra vintage cars -display purpose / stored in the mech room
- 44. Spare card readers
- 45. Spare boxes of Wash Factory wash cards
- 46. Amazon Lamination Machine
- 47. Paper Cutting Board
- 48. Several Front Retail Store Shelves for product display
- 49. Industrial Grade Shelving in Janitor Room for Storage
- 50. Assortments of Brooms, Shovels, Ice Pick and Floor Squeegees
- 51. Two air compressors + anti moist system -feeds entire building system;carwash+door operation
- 52. 4" Trash Pump Suction Hose
- 53. Assorted Stools and ladder +scaffolding
- 54. 100" Pipe Snake roter
- 55. Chemical pump transfer for drum size chemical
- 56. 2 Shop Vac (smaller one in the store storage room + larger one in the mech room)
- 57. Jump Start Cable + portable jumper (store)
- 58. Fire hose Spare -located in autowash tunnel
- 59. Ozone Machine -for detailing, not in use
- 60. Tornador -for detailing, not in use
- 61. Ninja 150 Extractor-for detailing, not in use
- 62. 2" Submersible Pump
- 63. Spinning Floor Cleaner – for cleaning stain on concrete floor; quick connect with wash bay pressure hoses
- 64. Complete Tool Bench +box – wrenches and sockets + hand drills and hammer drill+ various types of tools etc etc for carwash repair
- 65. Eurovac central system

- 66. Wood cabinet in mech room with spares parts
- 67. Blue bins rack in the mech room x2 with spare parts
- 68. Chemical dispensers + water reservoirs for self wash bays in mech room
- 69. Spotfree system in mech room
- 70. Different types of booster pumps + blue mount rack located in the mech room (for fire hose rinsing system+spotfree)
- 71. Spare parts +motors +paint located 2nd stair mezzanine
- 72. Two water heater/boiler -2nd stair mezzanine
- 73. Wooden cabinet for spare parts -2nd stair mezzanine
- 74. Spare parts and tools located on the premises and used in business

Schedule "C"
Non-Permitted Encumbrances

<u>REGISTRATION NUMBER</u>	<u>DATE</u>	<u>PARTICULAR</u>
<u>212 014 093</u>	<u>16/01/2021</u>	<u>Mortgage</u> <u>Mortgagee – Bank of Montreal</u>

Schedule "D"
Permitted Encumbrances

<u>REGISTRATION NUMBER</u>	<u>DATE</u>	<u>PARTICULAR</u>
<u>072 034 598</u>	<u>18/01/2007</u>	<u>Utility Right of Way</u> <u>Grantee – The City of Edmonton</u>

Document comparison by Workshare Compare on Monday, June 17, 2024
1:11:46 PM

Input:	
Document 1 ID	iManage://MTDMSWSSC.MILLERTHOMSON.CORP/Legal/77793288/1
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Description	#75281458v1<Legal> - 2093924 Ontario Inc. - Approval-and-vesting-order-and-receivers-certif
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	296
Deletions	107
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	403
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