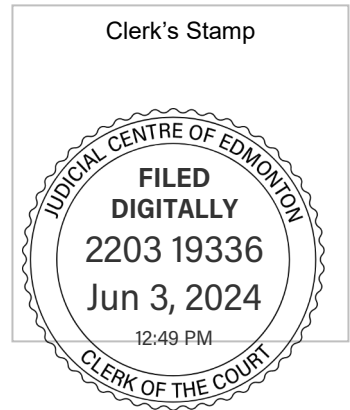


COURT FILE NUMBER 2203 19336  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFFS MIKE PRIESTNER REAL ESTATE INC.  
and MPRE GP DEV INC.  
DEFENDANTS 2399430 ALBERTA LTD., 2399449 ALBERTA  
LTD., TURNIP HOMES INC., and HENOK  
KASSAYE



DOCUMENT **APPLICATION BY THE RECEIVER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
McLENNAN ROSS LLP  
#600 McLennan Ross Building  
12220 Stony Plain Road  
Edmonton, AB T5N 3Y4  
Lawyer: Ryan Trainer  
Telephone: 780.482.9153  
Fax: 780-733-9790  
Email: ryan.trainer@mross.com  
File No.: 20230841

**NOTICE TO RESPONDENTS: THE SERVICE LIST (ATTACHED AS SCHEDULE "A")**

This application is made against you. You are a respondent. You have the right to state your side of this matter before the Court.

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

Date: **June 11, 2024**  
Time: **10:00 a.m.**  
Where: **Law Courts, 1A Sir Winston Churchill Square, Edmonton, AB T5J 0R2**  
Before Whom: **The Honourable Mr. Justice M.J. Lema**  
<https://albertacourts.webex.com/meet/virtual.courtroom86>

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

**Remedy claimed or sought:**

1. An Order abridging time for service, if necessary.
2. An Order substantially in the form attached hereto as Schedule "B" approving the sale and vesting title in the lands municipally described as 10507 Saskatchewan Drive, NW, Edmonton, Alberta and any personal property thereon (the "**Purchased Assets**") of 2399449 Alberta Ltd. ("**449 Alberta**") to Academy of Healthcare Services Inc. (the "**Purchaser**"), pursuant to an Offer to Purchase and Real Estate Purchase Agreement (the "**Transaction**") dated March 28, 2024.

3. An Order authorizing and directing MNP Ltd. ("**MNP**") as receiver and manager (the "**Receiver**") to take all steps reasonably required to carry out the Transaction.
4. An Order substantially in the form attached hereto as Schedule "C" sealing the confidential appendices (the "**Confidential Appendices**") to the Receiver's Fifth Report to the Court dated May 31, 2024 (the "**Fifth Report**") until October 11, 2024.
5. An Order approving, *inter alia*, the Receiver's fees and disbursements, including the fees and disbursements of its legal counsel.
6. An Order approving, *inter alia*, the Receiver's activities, conduct and actions as set out in the Fifth Report;
7. An Order substantially in the form attached hereto as Schedule "D" approving the proposed distribution of sale proceeds to MPRE GP Dev Inc. ("**MPRE**") up to the maximum amount of \$2,100,000.00, upon closing of the Transaction as contemplated in the Approval and Vesting Order, and amending the Receivership Order granted in this matter to increase the Receiver's Charge from \$300,000.00 to \$450,000.00.
8. An Order granting such other and further relief as the circumstances may require and as this Honourable Court shall deem appropriate.

**Grounds for making this application:**

9. Pursuant to s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, s. 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2, and s. 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, MNP was appointed, without security, the receiver of 449 Alberta and 2399430 Alberta Ltd. (collectively the "**Debtors**") and all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively the "**Property**").
10. The Receivership Order authorizes the Receiver to, among other things:
  - (a) Market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate in accordance with Paragraph 3(k);
  - (b) Sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Honourable Court, in accordance with paragraph 3(l); and
  - (c) Apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser(s), free and clear of any liens or encumbrances affecting such Property, in accordance with Paragraph 3(m).
11. As set out in the Fifth Report and the Confidential Appendices, the Receiver has received and accepted an offer on the Purchased Assets from the Purchaser (the "**Purchaser's Offer**"), subject to court approval.
12. The Receiver is of the view that the Purchaser's Offer is fair and reasonable, and that acceptance of the Purchaser's Offer and completion of the Transaction is in the best interests of 449 Alberta, its creditors, and other stakeholders.

13. The Confidential Appendices contains confidential information of a commercially sensitive nature as it relates to the Transaction. There will be a negative impact and prejudice to stakeholders in the event that the confidential information contained therein were disclosed to the public and the Transaction did not close.
14. The Fifth Report sets out the activities of the Receiver since the date of its last report to this Honourable Court on December 19, 2023, all of which are reasonable and appropriate in the circumstances.
15. All fees and disbursements incurred by the Receiver and its legal counsel during the course of the administration of the within proceedings are reasonable and have been validly incurred in connection with the conduct of the Receiver's obligations.
16. In the circumstances, there is a need to increase the Receiver's Charge, as defined in the Receivership Order to cover ongoing professional fees.
17. MPRE has a first charge against the Purchased Assets, registered against the 449's real property.
18. The Receiver proposes to make an interim distribution of funds to MPRE up to the maximum amount of \$210,000.00 upon the closing of the Transaction.
19. The Receiver believes that the proposed interim distribution to MPRE is just and appropriate in the circumstances.
20. The Receiver's independent counsel, McLennan Ross LLP, has opined that the security granted by 449 to MPRE is valid and enforceable, subject to the standard qualifications and limitations.
21. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**Material or evidence to be relied on:**

22. This notice of Application, filed.
23. Fifth Report dated May 31, 2024.
24. Unfiled Confidential Appendices to the Fifth Report.
25. Bench Brief.
26. Fee Affidavit of Kristin Gray.
27. Such further and other evidence as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

28. *Alberta Rules of Court* rules 1.3, 1.4, 6.3(1), 6.9(1), 6.28, 6.29, 6.30, 6.31, 6.32, 11.27, 11.29 and 13.25.
29. Such further and other statutes and rules as counsel may advise.

**Applicable Acts and Regulations:**

- 30. *Judicature Act*, R.S.A. 2000, c. J-2, as amended, specifically section 8.
- 31. *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3.
- 32. *Law of Property Act*, RSA 2000, c. P-7 24.
- 33. *Personal Property Security Act*, RSA 2000, c. P-7.
- 34. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

- 35. None.

**How the application is proposed to be heard or considered:**

- 36. By Webex hearing, before the Honourable Mr. Justice M.J. Lema.

**AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.**

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the Applicants what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an Affidavit or other evidence with the Court and serving a copy of that Affidavit or other evidence on the Applicants a reasonable time before the application is to be heard or considered.

## SCHEDULE "A"

IN THE MATTER OF THE RECEIVERSHIP OF  
2399430 ALBERTA LTD and 2399449 ALBERTA LTD.

SERVICE LIST  
(Updated on May 31, 2024)

NAME, ADDRESS and EMAIL ADDRESS	COUNSEL FOR (OR ON BEHALF OF)
<b>MNP Ltd.</b> Receiver 10235 101 St NW, Suite 1300 Edmonton, AB T5J 0A1  Email: <a href="mailto:Kristin.Gray@mnp.ca">Kristin.Gray@mnp.ca</a>	
<b>Dentons Canada LLP</b> 2500 Stantec Tower, 10220 - 103 Avenue NW Edmonton, AB T5J 0K4 Canada  Email: <a href="mailto:nicholas.williams@dentons.com">nicholas.williams@dentons.com</a>	<b>Mike Priestner Real Estate Inc. and MPRE GP Dev Inc.</b>
<b>MCLENNAN ROSS LLP</b> 600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4  Email: <a href="mailto:ryan.trainer@mross.com">ryan.trainer@mross.com</a>	<b>MNP Ltd.</b>
<b>Henok Kassaye</b> 300-9316 82 Avenue NW Edmonton, AB T6C 026  Email: <a href="mailto:kassayeh@gmail.com">kassayeh@gmail.com</a> <a href="mailto:henok@turniphome.com">henok@turniphome.com</a>	<b>2399430 Alberta Ltd., 2399449 Alberta Ltd., Turnip Homes Inc., Henok Kassaye</b>
<b>Receiver General of Canada</b> c/o Pacific Insolvency Intake Centre 9755 King George Boulevard Surrey, BC V3T 5E1  Email: <a href="mailto:george.body@justice.gc.ca">george.body@justice.gc.ca</a>	<b>George Body</b>
<b>BLAKELY &amp; DUSHENSKI</b> #201, 10225 - 100 Avenue Edmonton, AB T5J0A1  Email: <a href="mailto:bdushenski@bdcounsel.ca">bdushenski@bdcounsel.ca</a>	<b>Bretton Whervin, Anthony Colon, and Nikitas Christodoulakis</b>

NAME, ADDRESS and EMAIL ADDRESS	COUNSEL FOR (OR ON BEHALF OF)
<p><b>Muve Realty</b>            Attn: John Rota            Royal LePage ArTeam Realty            #203, 14101 West Block Drive NW            Edmonton, AB T5N 1L5</p> <p>Email: <a href="mailto:john@muveteam.com">john@muveteam.com</a></p>	
<p><b>Stillman LLP</b>            #100, 17420 Stony Plain Road            Edmonton, AB T5S 1K6</p> <p>Erin N. Vanderveen            Email: <a href="mailto:evanderveen@stillmanllp.com">evanderveen@stillmanllp.com</a></p>	<p><b>1856121 Alberta Ltd.</b></p>
<p><b>The City of Edmonton</b>            9<sup>th</sup> Floor, Chancery Hall            3 Sir Winston Churchill Square            Edmonton, AB T5J 2C3</p> <p>Carly Androschuk            Email: <a href="mailto:carly.androschuk@edmonton.ca">carly.androschuk@edmonton.ca</a></p>	<p><b>The City of Edmonton</b></p>
<p><b>NAI Commercial Real Estate Inc.</b>            4601 99 Street            Edmonton, AB T6E 4Y1</p> <p>Vince Caputo            Email: <a href="mailto:vcaputo@naiedmonton.com">vcaputo@naiedmonton.com</a></p>	
<p><b>Sweetly Real Estate Ltd.</b>            c/o 2100, 10104 103 Avenue            Edmonton, AB T5J 0H8</p> <p>Eduard DePrato            Email: <a href="mailto:ed@sweetly.ca">ed@sweetly.ca</a></p> <p>Primary Agent for Service            c/o Kingsgate Legal            Jason Lai            Email: <a href="mailto:annual.returns@kingsgatelegal.com">annual.returns@kingsgatelegal.com</a></p>	

NAME, ADDRESS and EMAIL ADDRESS	COUNSEL FOR (OR ON BEHALF OF)
<p><b>Academy of Health Service Inc.</b>  c/o 9923 51 Avenue NW  Edmonton, AB T6E 3A3</p> <p>Primary Agent for Service  c/o Linny Aberia  Email:  <a href="mailto:linnyaberia@academyofhealthcareservices.com">linnyaberia@academyofhealthcareservices.com</a></p>	
<p><b>Yanshan Holding Inc.</b>  111144 149 Street NW  Edmonton, AB T5M 1W4</p> <p>Primary Agent for Service  c/o Yan Chi  Email: <a href="mailto:ychi@tokyoexpressyeg.com">ychi@tokyoexpressyeg.com</a></p>	
<p><b>Pip Inc.</b>  1400, 10303 Jasper Avenue  Edmonton, AB T5J 3N6</p> <p>Email: <a href="mailto:dhanna@parkwoodhomes.ca">dhanna@parkwoodhomes.ca</a></p>	

**SCHEDULE "B"**

COURT FILE NUMBER 2203 19336  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFFS MIKE PRIESTNER REAL ESTATE INC. and  
MPRE GP DEV INC.  
DEFENDANTS 2399430 ALBERTA LTD., 2399449  
ALBERTA LTD., TURNIP HOMES INC. and  
HENOK KASSYE  
DOCUMENT **APPROVAL AND VESTING ORDER**  
**(Sale by Receiver)**

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
MCLENNAN ROSS LLP  
#600 McLennan Ross Building  
12220 Stony Plain Road  
Edmonton, AB T5N 3Y4

Lawyer: Ryan Trainer  
Telephone: (780) 482-9153  
Email: [ryan.trainer@mross.com](mailto:ryan.trainer@mross.com)  
File No.: 20230841

**DATE ON WHICH ORDER WAS PRONOUNCED: June 11, 2024**

**LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice M.J. Lema**

**UPON THE APPLICATION** by MNP Ltd. in its capacity as the Court-appointed receiver (the "Receiver") of the undertakings, property and assets of 2399449 Alberta Ltd., (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by the Offer to Purchase and Real Estate Purchase Agreement (the "Sale Agreement") between the Receiver and Academy of Healthcare Services Inc. (the "Purchaser") dated March 28, 2024 and appended to the Confidential Appendices to the Receiver's 5th Report to the Court dated May 31, 2024 (the "Report"), and vesting in the Purchaser (or its nominee) 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 Receivership Order dated December 13, 2022 (the "Receivership Order"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and all those present, and 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.

## APPROVAL OF TRANSACTION

2. The Transaction is hereby approved, 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).

## VESTING OF PROPERTY

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

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**"),

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

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. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested, and directed to forthwith:
  - (i) cancel existing Certificates of Title No.222 128 555 +1 for those lands and premises municipally described as 10507 Saskatchewan Drive NW, Edmonton, Alberta T6E 4S1, and legally described as:
 

PLAN I2  
BLOCK 103  
LOT 6

**(the "Lands")**
  - (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, Academy of Healthcare Services Inc; and
  - (iii) discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- (c) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests 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.

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.

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.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the 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 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 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.
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, 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).

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.
12. 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).

#### **MISCELLANEOUS MATTERS**

13. Notwithstanding:
  - (a) the bankruptcy of the Debtor; and
  - (b) 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 *Bankruptcy and Insolvency Act*, RSA 1985 c.B-3, 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.

14. 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.
15. 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.
16. 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/2399430-alberta-ltd-and-2399449-alberta-ltd>

and service on any other person is hereby dispensed with.

17. 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.

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Justice of the Court of King's Bench of Alberta

## Schedule "A"

## Form of Receiver's Certificate

COURT FILE NUMBER	2203 19336	Clerk's Stamp
COURT	COURT OF KINGS'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFFS	MIKE PRIESTNER REAL ESTATE INC. and MPRE GP DEV INC.	
DEFENDANTS	2399430 ALBERTA LTD., 2399449 ALBERTA LTD., TURNIP HOMES INC. and HENOK KASSYE	
DOCUMENT	<b>RECEIVER'S CERTIFICATE</b>	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MCLENNAN ROSS LLP #600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4	Lawyer: Ryan Trainer Telephone: (780) 482-9153 Email: <a href="mailto:ryan.trainer@mross.com">ryan.trainer@mross.com</a> File No.: 20230841

## RECITALS

- A. Pursuant to an Order of the Honourable Justice J.T. Nielson of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated December 13, 2022, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the undertakings, property, and assets of 2399430 Alberta Ltd. and 2399449 Alberta Ltd. ("**449**" and collectively the "**Debtors**").
- B. Pursuant to an Order of the Court dated June 11, 2024, the Court approved the agreement of purchase and sale made as of March 28, 2024 (the "**Sale Agreement**") between the Receiver and Academy of Healthcare Services Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of 449's right, title and interest in and to the Purchased Assets as described in the Sale Agreement, 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 15 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 15 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.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ on 2024.

**MNP Ltd., in its capacity as Receiver of the undertakings, property and assets of 2399430 Alberta Ltd. and 2399449 Alberta Ltd., and not in its personal capacity.**

**Per;** \_\_\_\_\_

**Name:** Kristin Gray

**Title:** Senior Vice President

**Schedule "B"**

**PURCHASED ASSETS**

**Legal Description:**

PLAN I2  
BLOCK 103  
LOT 6



**Schedule "C"****ENCUMBRANCES**

<b>REGISTRATION NUMBER:</b>	<b>DATE</b>	<b>PARTICULARS:</b>
222 128 556	06/06/2022	Mortgage – MPRE GP DEV INC.
222 215 345	27/09/2022	Certificate of Lis Pendens
232 207 897	06/07/2023	Writ Creditor: Bretton Whervin
232 209 147	07/07/2023	Caveat Re: Lease Interest Caveator: 1856121 Alberta Ltd.

**SCHEDULE "C"**

COURT FILE NO. 2203 19336

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

Clerk's Stamp:

PLAINTIFFS MIKE PRIESTNER REAL ESTATE INC. and MPRE GP DEV INC.

DEFENDANTS 2399430 ALBERTA LTD., 2399449 ALBERTA LTD., TURNIP HOMES INC., and HENOK KASSAYE

DOCUMENT **RESTRICTED COURT ACCESS ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McLENNAN ROSS LLP #600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4	Lawyer: Ryan Trainer Telephone: 780.482.9153 Fax: 780.733.9790 Email: ryan.trainer@mross.com File No.: 20230841
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**DATE ON WHICH ORDER WAS PRONOUNCED: JUNE 11, 2024**

**LOCATION OF HEARING OR TRIAL: EDMONTON, ALBERTA**

**NAME OF JUSTICE WHO MADE THIS ORDER: THE HONOURABLE MR. JUSTICE M.J. LEMA**

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**UPON THE APPLICATION** of MNP Ltd. (the "**Receiver**"), solely in its capacity as Court-Appointed Receiver and Manager of 2399430 Alberta Ltd. and 2399449 Alberta Ltd. (the "**Debtors**"), for an Order, *inter alia*, sealing the Confidential Appendices to the Receiver's Fifth Report to the Court (the "**Fifth Report**") submitted by the Receiver dated May 31, 2024 (the "**Confidential Appendices**"); **AND UPON** having read the Receivership Order granted December 15, 2022, and all application materials, filed; **AND UPON** hearing from counsel for the Receiver and all other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The time for service of notice of this application is hereby abridged to that given, and service is deemed good and sufficient.
2. The Confidential Appendices to the Fifth Report shall be sealed on the Court file until October 11, 2024, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*. The Receiver may apply for an extension of this date in the event the sale of the Debtors' assets does not close or for such other commercially sensitive reason that requires the Confidential Appendices to remain sealed.

3. The Confidential Appendices shall be kept sealed and confidential, and shall not form part of the public record, and the Clerk of the Court is hereby directed to file the sealed Confidential Appendices separate and apart from all other contents of the Court file in a sealed envelope attached to a Notice that sets out the title of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY MNP LTD., AND THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL OCTOBER 11, 2024 OR FURTHER ORDER PURSUANT TO THE SEALING ORDER ISSUED BY THE HONORABLE MR. JUSTICE M.J. LEMA ON JUNE 11, 2024.

4. 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 Debtor or its solicitors; and

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

<https://mnpdebt.ca/en/corporate/corporate-engagements/2399430-alberta-ltd-and-2399449-alberta-ltd>

and service on any other person is hereby dispensed with.

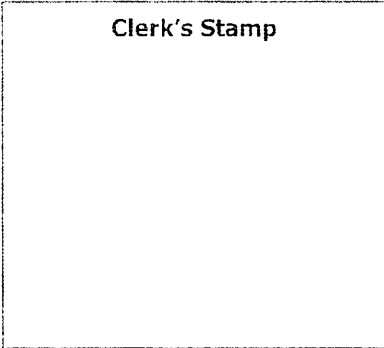
5. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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Justice of the Court of King's Bench of Alberta

**SCHEDULE "D"**

COURT FILE NO. 2203 19336  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON



PLAINTIFFS MIKE PRIESTNER REAL ESTATE INC. and MPRE PG DEV INC.  
DEFENDANTS 2399430 ALBERTA LTD., 2399449 ALBERTA LTD., TURNIP HOMES INC., and HENOK KASSAYE

DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McLENNAN ROSS LLP #600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4	Lawyer: Ryan Trainer Telephone: 780.482.9153 Fax: 780.733.9716 Email: ryan.trainer@mross.com File No.: 20230841
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**DATE ON WHICH ORDER WAS PRONOUNCED: JUNE 11, 2024**

**LOCATION OF HEARING OR TRIAL: EDMONTON, ALBERTA**

**NAME OF JUSTICE WHO MADE THIS ORDER: THE HONOURABLE MR. JUSTICE M.J. LEMA**

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**UPON THE APPLICATION** of MNP LTD., in its capacity as the Court-Appointed Receiver and Manager (the "Receiver") of the current and future assets, undertakings, properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of 2399449 Alberta Ltd. and 2399430 Alberta Ltd. (collectively the "Debtors") for an Order for an interim distribution; **AND UPON** having read the Receiver's fifth report to the Court dated May 31, 2024 (the "Fifth Report"); **AND UPON** hearing submissions from counsel for the Receiver and other parties present; **AND UPON** being satisfied that it is appropriate to do so; **IT IS HEREBY ORDERED THAT:**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. Following the closing of the transaction approved in the Approval and Vesting Order granted in these proceedings on June 11, 2024, the Receiver is authorized and directed to make an interim distribution of the subject sale proceeds by paying to MPRE, as the first priority secured creditor of 2399449 Alberta Ltd. the amount of \$2,100,000.00.
3. Paragraph 18 of the Receivership Order granted December 13, 2022, is amended to increase the Receiver's Charge from \$300,00.00 to \$450,000.00.

4. 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 persons 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/2399430-alberta-ltd-and-2399449-alberta-ltd>
5. Service of this Order may be effected facsimile, electronic mail, personal delivery, or courier. Service of this Order is deemed to be effected the next business day following transmission or delivery of this Order.

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JUSTICE OF THE COURT OF KING'S BENCH OF ALBERTA