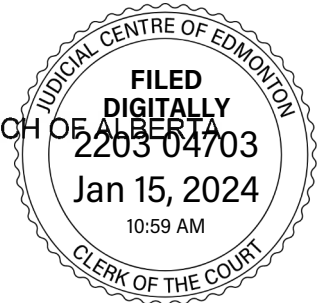


Clerk's Stamp:

COURT FILE NUMBER	2203 04703
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	<b>BANK OF MONTREAL</b>
DEFENDANTS	<b>608772 ALBERTA LTD. o/a BIRCHWOOD AUTO BODY, DARRELL PAYNE, VERA PAYNE, BRETT PAYNE, and 1943969 ALBERTA LTD.</b>
DOCUMENT	<b><u>APPLICATION</u></b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue Edmonton, Alberta T5J 0K4 Ph. (780) 423-7284/7169 Fx. (780) 423-7276 File No.: 528401-24 Attention: Dean A. Hitesman/ Kurtis P. Letwin



**NOTICE TO RESPONDENTS**

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

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

Date January 26, 2024  
Time 2:00 p.m.  
Where Edmonton Law Courts Building  
1A Sir Winston Churchill Square  
Edmonton, Alberta  
Virtual Courtroom 86  
<https://albertacourts.webex.com/meet/virtual.courtroom86>

Before The Honourable Justice D. Mah  
Whom

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

**Remedy claimed or sought:**

1. An Order substantially in the forms attached hereto as **Schedule "A"**, **Schedule "B"**, and **Schedule "C"**, granting the following relief, among other things:
  - (a) Abridging and validating the time and method of service of the Notice of Application, so that this motion is properly returnable on the date of the

application, and that further service is dispensed with;

- (b) Approving the First Report ("**First Report**") of MNP Ltd. (the "**Receiver**"), in its capacity as the Receiver of 608772 Alberta Ltd, operating as Birchwood Auto Body, and 1943969 Alberta Ltd. (collectively, the "**Debtor**"), and the activities of the Receiver outlined therein;
- (c) Approving the steps taken by the Receiver in regard to the sale process undertaken by the Receiver to market the Lands (as defined below) and the Equipment (defined below) held by the Debtor as set out in the First Report;
- (d) Vesting of the Lands (as defined below) and the Equipment (as defined below) to the Purchaser (as defined below) free and clear of all claims, pursuant to the terms of the sale agreement and approving the transaction (all as outlined below) in accordance with subsection 3(k), 3(l) and 3(m) of the Receivership Order granted on May 3, 2022 by the Honourable Justice S. Hillier (the "**Receivership Order**") in these proceedings;
- (e) Authorizing the Receiver to conclude the transaction contemplated by the sale agreement (outlined below) and to take all such steps and execute all such documents as may reasonably be necessary to complete the transaction contemplated therein;
- (f) Declaring that, upon closing of the transaction contemplated by the sale agreement (outlined below), all of the Debtor's right, title and interest, in and to the Lands (as defined below) and the Equipment (as defined below) shall, without further instrument or transfer or assignment, vest in the Purchaser (as defined below), free and clear of and from any and all claims, security interest, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interest of any creditors of the Debtor;
- (g) Sealing the Confidential Appendices to the First Report (the "**Confidential Appendices**") until the completion of the sale of the Lands (as defined below) and the Equipment (as defined below) or such further order of this Honourable Court; and
- (h) Approving the passing of accounts for the fees and disbursements of the Receiver and its independent legal counsel, Dentons Canada LLP.

**Grounds for making this application:**

*Sale Approval and Vesting Order*

2. The Debtor owns lands legally described as:

PLAN 7620533  
 BLOCK 19  
 LOT 1  
 EXCEPTING THEREOUT ALL MINES AND MINERALS  
 AREA : 0.202 HECTARES (0.5 ACRES) MORE OR LESS

(the "**Lands**").

3. In addition to the Lands, the Debtor owns various inventory and equipment that are located on the Lands (collectively, the "**Equipment**").
4. The Receiver prepared and distributed a Request for Offers to Purchase or Liquidation Proposals for the Lands and Equipment (the "**ROP**").
5. The Receiver conducted a tender bid sales process for the Lands and Equipment with a deadline of 4:00 p.m. on June 30, 2022 (the "**Bid Deadline**").
6. The efforts of the Receiver during the ROP process were as follows:
  - (a) The Receiver sent the ROP to 12 prospective purchasers, including industry competitors, auctioneers, liquidators, and commercial real estate brokers;
  - (b) The Receiver assisted 4 prospective purchasers and liquidators with further in-depth due diligence and facilitated the viewing of the Lands and the Equipment as needed;
  - (c) The ROP was marketed on the Receiver's dedicated case website and Insolvency Insider; and
  - (d) The Receiver thereafter held discussions with various prospective purchasers and liquidators regarding the potential sale or liquidation of the Lands and the Equipment.
7. As of the Bid Deadline, the Receiver received 1 offer from an industry competitor to purchase the Equipment (including the inventory); the offer was a piecemeal offer for 24 pieces in the amount of \$14,000.00.
8. The auctioneers and liquidators who received the ROP declined to submit offers for liquidation given the estimated minimal value of the Equipment (including the inventory).
9. Given the value of the offer and the estimated total value of the Equipment (including the inventory) the Receiver was of the opinion that selling the Equipment (including the inventory) together with the Lands was the most efficient method and would result in the highest net recovery.
10. The Receiver sent the ROP to 2 commercial real estate brokers, being NAI Commercial Real Estate Inc. ("**NAI**") and Jones Lang LaSalle IP Inc. ("**JLL**"). NAI submitted a proposal to the Receiver and JLL declined to submit a proposal to the Receiver.
11. After review and discussions with various stakeholders, the Receiver engaged NAI to list the Lands and Equipment on an "as is, where is" basis. Key attributes of NAI's proposal included;
  - Knowledge and familiarity with the local industrial real estate market;
  - Significant prior experience selling distressed property in receivership situations;
  - Proposed commission fee of 3.0% of gross sale price;
  - Co-listing with the only full time local commercial real estate agent in the Fort McMurray area; and

- An elaborate and tailored marketing plan, including email and telephone campaigns, a dedicated webpage and data room, social media marketing, and 360 degree photos.
12. NAI prepared a marketing brochure (the “**NAI Marketing Brochure**”) for the Lands and Equipment to be sent to prospective purchasers. The NAI Marketing Brochure was available on NAI’s website and the Receiver’s dedicated case website.
  13. NAI launched the marketing of the Lands and Equipment on August 10, 2022, with a listing price of \$2,350,000.00.
  14. To ensure maximum exposure within the marketplace during the listing period, NAI posted the listing online as well as sent emails to potential clients. In addition, the listing was posted on Spacelist, Loopnet, and Realtor.ca.
  15. The Receiver posted a link to the dedicated NAI webpage and contact information for NAI on the Receiver’s case website.
  16. Additionally, NAI set up a virtual data room to facilitate further due diligence for interested parties who execute confidentiality agreements.
  17. During the listing period, the Receiver and NAI held discussions regarding interest in the property and during the course of the listing period the Receiver undertook various price reductions between August 10, 2022 and August 2, 2023.
  18. On September 18, 2023, the Receiver received a conditional offer to purchase from AAA Exchange Edmonton Ltd., operating as Subserious Autoworks (the “**Purchaser**”). The Receiver and the Purchaser negotiated a revised, unconditional offer which was ultimately accepted by the Receiver on December 6, 2023.
  19. The Receiver is recommending acceptance of the sale agreement outlined above and approval of the transaction outlined above as being in the best interest of the creditors of the Debtor.
  20. The primary secured lender of the Debtor, Bank of Montreal, has advised the Receiver that it supports acceptance of the sale agreement outlined above and the transaction outlined above.

*Sealing of the Confidential Appendices*

21. The Confidential Appendices contain confidential information of a commercial nature which, if disclosed to third parties prior to the sale of the Lands and the Equipment, could materially jeopardize the sale of the Lands and the Equipment, and it is essential that this Honourable Court be made aware of this information in furtherance of its task to determine whether to approve the sale of the Lands and Equipment to the Purchaser and to authorize the Receiver to conclude same.
22. It is appropriate that this Honourable Court seal the Confidential Appendices on the Court record until the sale of the Lands and Equipment to the Purchaser has been completed, or until such further time as this Honourable Court deems appropriate.

Approval of Fees

23. Attached as Appendix "F", Exhibit "A" to the First Report, are details of the Receiver's fees and expenses along with the Receiver's time docket for the period of March 1, 2022 to November 30, 2023. The Receiver believes that the accounts are reasonable, taking into consideration the services that were provided, and seeks approval and a passing of these accounts in accordance with the terms of the Receivership Order.
24. Attached as Appendix "F", Exhibit "B" to the First Report, is a summary of the invoices submitted by the Receiver's independent legal counsel, Dentons Canada LLP, for legal services provided to date. The Receiver believes that the accounts are reasonable, taking into consideration the services that were provided, and seeks approval and a passing of accounts in accordance with the terms of the Receivership Order.

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

25. The First Report of the Receiver including all Appendices, filed;
26. The Receivership Order, filed;
27. Written Brief of Law of the Receiver, filed; and
28. Such other materials as counsel may advise and this Honourable Court permits.

**Applicable rules:**

29. *Alberta Rules of Court* AR 124/2010 including Division 4 Part 6.

**Applicable Acts and regulations:**

30. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended including section 243.

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

31. N/A

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

32. Virtual Courtroom 86.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to 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 applicant(s) a reasonable time before the application is to be heard or considered.

**SCHEDULE "A"**

COURT FILE NUMBER 2203 04703  
COURT COURT OF KING'S BENCH OF ALBERTA Clerk's Stamp  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF **BANK OF MONTREAL**  
DEFENDANTS **608772 ALBERTA LTD. o/a  
BIRCHWOOD AUTOBODY,  
DARRELL PAYNE, VERA PAYNE,  
BRETT PAYNE, and 1943969  
ALBERTA LTD.**

DOCUMENT **SALE APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Dentons Canada LLP  
2500 Stantec Tower  
10220 – 103 Avenue NW  
Edmonton, Alberta T5J 0K4  
Phone: (780) 423-7284/7169  
Fax: (780) 423-7276  
File No. 528401-23  
Attention: Dean A. Hitesman/Kurtis P. Letwin

**DATE ON WHICH ORDER WAS PRONOUNCED:** January 26, 2024  
**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton, Alberta  
**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice D. Mah

**UPON THE APPLICATION** by MNP Ltd., in its capacity as Court-appointed receiver and manager (the "**Receiver**") of the current and future assets, undertakings, and properties of 608772 Alberta Ltd., operating as Birchwood Auto Body, and 1943969 Alberta Ltd. (collectively, the "**Debtor**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver as Vendor, and AAA Exchange Edmonton Ltd., operating as Subserious Autoworks, as Purchaser (the "**Purchaser**") dated December 6, 2023, and appended to the First Report of the Receiver dated January 8, 2024 (the "**Receiver's First Report**"), and vesting the Debtor's right, title, and interest in and to the lands and equipment described in the Sale Agreement (the "**Purchased Assets**") in the Purchaser;

**AND UPON HAVING READ** the Receivership Order dated May 3, 2022 (the "**Receivership Order**"), the Receiver's First Report, and upon it appearing that service has been effected;

**AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present;

**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, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.

**APPROVAL OF ACTIVITIES**

- [2] The Receiver's activities as set out in the Receiver's First Report, including the Confidential Appendices, are hereby approved.

**APPROVAL OF TRANSACTION**

- [3] The Transaction is hereby approved and the 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 the completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

**VESTING OF PROPERTY**

- [4] Upon the 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" 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 *Prompt Payment and Construction Lien Act*; and
- d) those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "**Permitted Encumbrances**")),

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

[5] Upon delivery of the Receiver's Closing Certificate, and upon the pronouncement 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 a filed 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) the Registrar of Land Titles ("**Land Titles Registrar**") for the Purchased Assets (specifically the Lands as outlined in Schedule "B") defined below shall and is hereby authorized, requested and directed to forthwith:
  - (i) cancel existing Certificates of Title 032 089 435 for the Purchased Assets (specifically the Lands as outlined in Schedule "B");
  - (ii) issue a new Certificate of Title for the Purchased Assets (specifically the Lands as outlined in Schedule "B") in the name of the Purchaser (or its nominee), namely AAA Exchange Edmonton Ltd, or nominee;
  - (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 Purchased Assets (specifically the Lands as outlined in Schedule "B");

- [6] 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] 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.
- [8] Upon delivery of the Receiver's Closing Certificate together with a filed 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, 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] For the purposes of determining the nature and priority of Claims, net proceeds from the 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 the 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 the 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.

- [10] 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.
- [11] The Receiver, to the extent able and necessary, is hereby authorized and directed, without further order of this Honourable Court and without further notice to any persons, to take all necessary steps within its power to execute all documents and instruments necessary to effect any or all of the discharges relating to the Claims and the applicable registrars and other persons in control or otherwise supervising such offices of the corresponding registrations or recordings shall forthwith remove and discharge all such registrations or recordings.
- [12] 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).
- [13] The Purchaser (or its nominee(s)) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets, as applicable, for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
- [14] Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
- [15] The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).

#### **MISCELLANEOUS MATTERS**

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

[18] This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

[19] Service of this Order 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://www.bowragroup.com/client/608772-alberta-ltd/>

- [20] 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 Queen's Bench of Alberta

**SCHEDULE A****Form of Receiver's Certificate**

Clerk's Stamp:

COURT FILE NUMBER	2203 04703
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	<b>BANK OF MONTREAL</b>
DEFENDANTS	<b>608772 ALBERTA LTD. o/a BIRCHWOOD AUTO BODY, DARRELL PAYNE, VERA PAYNE, BRETT PAYNE, and 1943969 ALBERTA LTD.</b>
DOCUMENT	<b><u>RECEIVER'S CERTIFICATE</u></b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue NW Edmonton, Alberta T5J 0K4 Ph. (780) 423-7284/7169 Fx. (780) 423-7276 File No.: 528401-24 Attention: Dean A. Hitesman/Kurtis P. Letwin

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice S. Hillier of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated May 3, 2022, MNP Ltd., as successor to the The Bowra Group Inc., was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of 608772 Alberta Ltd, operating as Birchwood Auto Body, and 1943969 Alberta Ltd. (collectively, the "**Debtor**").
- B. Pursuant to an Order of the Court dated January 26, 2024, the Court approved the agreement of purchase and sale dated December 6, 2023 (the "**Sale Agreement**") between the Receiver as vendor, and AAA Exchange Edmonton Ltd., operating as Subserious Autoworks, or nominee, as purchaser (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 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 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.

This Certificate was delivered by the Receiver on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**MNP Ltd., in its capacity as Court-appointed Receiver of the current and future undertakings, property and assets of 608772 Alberta Ltd., operating as Birchwood Auto Body, and 1943969 Alberta Ltd., and not in its personal capacity.**

Per: \_\_\_\_\_

Name:

Title:

**SCHEDULE B**

**THE PURCHASED ASSETS**

**The Lands**

PLAN 7620533  
BLOCK 19  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND  
MINERALS  
AREA : 0.202 HECTARES (0.5 ACRES) MORE OR  
LESS

**The Personal Property and Equipment**

As outlined in Schedule "A" of the Sale Agreement



**SCHEDULE C**

**The Lands**

<b><u>Registration Number</u></b>	<b><u>Date Registered</u></b>	<b><u>Particulars</u></b>
162 063 379	March 2, 2016	Mortgage Mortgagee: Bank of Montreal

**The Personal Property and Equipment**

<b><u>Registration Number</u></b>	<b><u>Date Registered</u></b>	<b><u>Particulars</u></b>
12060132337	June 1, 2012	Security Interest Registration Secured Party: Bank of Montreal
16021913922	February 19, 2016	Security Interest Registration Secured Party: Bank of Montreal
21071225190	July 12, 2021	Land Charge Secured Party: Bank of Montreal
16021914576	February 19, 2016	Security Interest Registration Secured Party: Bank of Montreal
21071225162	July 12, 2021	Land Charge Secured Party: Bank of Montreal

**SCHEDULE D****The Lands**

<b><u>Registration Number</u></b>	<b><u>Date Registered</u></b>	<b><u>Particulars</u></b>
762 011 893	January 21, 1976	Zoning Regulations

**The Personal Property and Equipment**

Not Applicable

**SCHEDULE "B"**

Clerk's Stamp:

COURT FILE NUMBER 2203 04703  
COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF **BANK OF MONTREAL**  
DEFENDANTS **608772 ALBERTA LTD. o/a BIRCHWOOD AUTO BODY, DARRELL PAYNE, VERA PAYNE, BRETT PAYNE, and 1943969 ALBERTA LTD.**

DOCUMENT **ORDER**  
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Dean A. Hitesman/Kurtis P. Letwin  
Dentons Canada LLP  
2500 Stantec Tower  
10220 – 103 Avenue  
Edmonton, Alberta T5J 0K4  
Phone: (780) 423-7284/7169 Fax: (780) 423-7276  
File No.: 528401-24

**DATE ON WHICH ORDER WAS PRONOUNCED:** January 26, 2024  
**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton, Alberta  
**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice D. Mah

UPON THE APPLICATION of MNP Ltd. in its capacity as receiver of the property of 608772 Alberta Ltd., o/a Birchwood Auto Body, and 1943969 Alberta Ltd. (the "**Receiver**"); AND UPON READING the Receivership Order granted by the Honourable Justice S. Hillier in these proceedings on May 3, 2022; AND UPON READING the First Report of the Receiver, filed, (including the Confidential Appendices thereto) (the "**First Report**") and the Application filed herein and proof of service thereof and the pleadings and proceedings had and taken herein; AND UPON HEARING from counsel for the Receiver and any other interest parties who may be present;

**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. The Receiver's accounts for fees and disbursements as outlined in the First Report are hereby approved without the necessity of a formal passing of its accounts
3. The accounts of the Receiver's legal counsel, Dentons Canada LLP, as outlined in the First Report are hereby approved without the necessity of a formal assessment of its accounts.

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 Purchaser or the Purchaser's solicitors; and
  - (b) Posting a copy of this Order on the Receiver's website at:  
<https://www.bowragroup.com/client/608772-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 of this Order is deemed to be effected the next business day following transmission or delivery of this Order.
6. The Receiver is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

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Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "C"**

Clerk's Stamp:

COURT FILE NUMBER 2203 04703  
COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF **BANK OF MONTREAL**  
DEFENDANTS **608772 ALBERTA LTD. o/a BIRCHWOOD AUTO BODY, DARRELL PAYNE, VERA PAYNE, BRETT PAYNE, and 1943969 ALBERTA LTD.**

DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Dean A. Hitesman/Kurtis P. Letwin  
Dentons Canada LLP  
2500 Stantec Tower  
10220 – 103 Avenue  
Edmonton, Alberta T5J 0K4  
Phone: (780) 423-7284/7169 Fax: (780) 423-7276  
File No.: 528401-24

**DATE ON WHICH ORDER WAS PRONOUNCED:** January 26, 2024

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

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice D. Mah

UPON THE APPLICATION of MNP Ltd. in its capacity as receiver of the property of 608772 Alberta Ltd, o/a Birchwood Auto Body, and 1943969 Alberta Ltd. (the "**Receiver**"); AND UPON READING the Receivership Order granted by the Honourable Justice S. Hillier in these proceedings on May 3, 2022; AND UPON READING the First Report of the Receiver, filed, (including the Confidential Appendices thereto) (the "**First Report**"), the Application filed herein, and proof of service thereof and the pleadings and proceedings had and taken herein; AND UPON HEARING from counsel for the Receiver and any other interest parties who may be present;

**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. The Confidential Appendices shall be sealed on the Court file until March 15, 2024, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*.
3. The Receiver may apply for an extension of this date in the event the sale as between the Receiver and AAA Exchange Edmonton Ltd., operating as Suberserious Autoworks, does not close, or for such other commercially sensitive reason that requires the Confidential Appendices to remain sealed.
4. 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:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY MNP LTD. AND THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL MARCH 15, 2024, OR FURTHER ORDER, PURSUANT TO THE SEALING ORDER GRANTED BY THE HONOURABLE JUSTICE D. MAH ON JANUARY 26, 2024

5. 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://www.bowragroup.com/client/608772-alberta-ltd/>  
and service on any other person is hereby dispensed with.
6. Service of this Order may be effected by 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.
7. The Receiver is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

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Justice of the Court of Queen's Bench of Alberta