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2203-04703

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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

**SECOND REPORT TO THE COURT OF MNP
LTD. IN ITS CAPACITY AS RECEIVER AND
MANAGER OF 608772 ALBERTA LTD. O/A
BIRCHWOOD AUTO BODY AND 1943969
ALBERTA LTD.**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Receiver:

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Attention: Kristin Gray
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kristin.gray@mnp.ca

Counsel:

Dentons Canada LLP
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**IN THE MATTER OF THE RECEIVERSHIP OF
608772 ALBERTA LTD. o/a BIRCHWOOD AUTO BODY and 1943969 ALBERTA LTD.**

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- A. A copy of the Receivership Order – May 3, 2022
- B. A copy of the Sales and Vesting Order – January 26, 2024
- C. Copies of the Personal Property Registry Search Results Reports – March 8, 2022
- D. Interim Statement of Receipts and Disbursements for the period of May 3, 2022 to March 19, 2024
- E. A copy of the list of personal property included in the sale

F. A copy of the Equipment Offer

G. A copy of the Fee Affidavit of Kristin Gray

PURPOSE OF REPORT

1. Pursuant to an Order of the Court of King's Bench of Alberta granted May 3, 2022, (the "**Receivership Order**"), MNP Ltd. ("**MNP**"), successor to The Bowra Group Inc., was appointed receiver and manager (the "**Receiver**") of all current and future assets, undertakings and properties of every nature and kind whatsoever of 608772 Alberta Ltd o/a Birchwood Auto Body ("**Birchwood**") and 1943969 Alberta Ltd. ("**194 Alberta**") (collectively the "**Companies**"). A copy of the Receivership Order is attached as **Appendix "A"**.
2. This is the Receiver's second report to Court (the "**Second Report**") regarding the administration of the estate of the Companies. This Second Report should be read in conjunction with the Receiver's first report to Court dated January 8, 2024, and filed January 15, 2024 (the "**First Report**").
3. The purpose of this report is to:
 1. Provide this Honourable Court with a summary of the Receiver's activities since the First Report;
 2. Provide this Honourable Court with an interim statement of receipts and disbursements for the period of May 3, 2022, to March 19, 2024;
 3. Assist this Honourable Court's consideration of the Receiver's application to make a distribution of funds held by the Receiver subject to the priorities of various creditors; and,
 4. Request the approval of the Receiver's fees and that of the Receiver's independent legal counsel incurred to date.

BACKGROUND INFORMATION

4. Birchwood is a corporation incorporated pursuant to the laws of the Province of Alberta. Mr. Brett Payne is the sole director of Birchwood.
5. Birchwood carried on business as an auto body repair shop.
6. 194 Alberta is a corporation incorporated pursuant to the laws of the Province of Alberta. Mr. Brett Payne is the sole director of 194 Alberta.

7. 194 Alberta is a holding company and had no ongoing business operations at the time of the Receivership. 194 Alberta's sole asset is its shareholdings in Birchwood.
8. Birchwood was the registered owner of lands municipally described as 133 MacKenzie Street in Fort McMurray, Alberta and legally described as:

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

(the "**Property**").

9. The Property is a freestanding warehouse/office building comprised of approximately 7,848 square feet. Prior to the Receivership, Birchwood conducted operations from the Property.
10. In addition to the Property, Birchwood's assets at the time of the Receivership included accounts receivable, work in progress, inventory, and equipment. The saleable assets including the Property, inventory, and equipment are herein referred to as the "**Birchwood Assets**".
11. In its First Report, the Receiver recommended the sale of the Property and the Birchwood Assets to AAA Exchange Edmonton Ltd. and/or its nominee (the "**Purchaser**"). This Honourable Court granted a Sale and Vesting Order on January 26, 2024, and the sale closed on February 22, 2024. A copy of the Sale and Vesting Order is attached as **Appendix "B"**.
12. All of the Companies' assets have been sold and the administration of the receivership is now substantially complete.

INSOLVENCY EVENTS AND SECURITY HELD BY BMO

13. In order to fund its operations, Bank of Montreal ("**BMO**") advanced to Birchwood, a loan in the amount of \$2,602,277 plus interest and an operating demand loan in the maximum amount of \$200,000 (the "**Credit Facilities**").

14. In addition to the Credit Facilities, on or about May 13, 2020, Birchwood received a Canada Emergency Business Account Loan in the total amount of \$40,000 (the "CEBA loan"). The CEBA loan was advanced to Birchwood through BMO.
15. As security for its obligations, Birchwood granted a general security agreement to and in favor of BMO. Pursuant to the general security agreement, Birchwood granted BMO a security interest in all their present and after-acquired property and assets, real and personal, moveable or immovable, of whatever nature and kind.
16. Copies of the Personal Property Registry Search Results Report (the "PPR") dated March 8, 2022, in respect of the Companies are attached as **Appendix "C"**.
17. BMO has registrations at PPR for both Birchwood and 194 Alberta.
18. On February 19, 2016, as further security for its indebtedness and obligations to BMO, Birchwood provided BMO a conventional first ranking mortgage over the Property.
19. As further security for the Credit Facilities, 194 Alberta, Darrell Payne, Vera Payne, and Brett Payne executed various guarantees to and in favor of BMO.
20. Birchwood began to experience financial difficulty and liquidity issues in or around January 2020, and its BMO account was transferred to the oversight of BMO's Special Account Management Unit in January 2021.
21. Beginning in or around early 2022, BMO was advised by the Companies that they had failed to pay employee source deductions to the Canada Revenue Agency ("CRA") related to wages paid in 2021.
22. In addition, the Company owed approximately \$44,248 to the CRA with respect to GST.
23. Further, Birchwood failed to make its monthly loan payment to BMO for the month of February 2022 and on March 4, 2022, BMO, through its counsel, delivered Birchwood a demand letter demanding repayment, in full, of the indebtedness to BMO.
24. Ultimately, the Companies failed, refused, or otherwise neglected to repay the indebtedness and as such, on May 3, 2022, BMO applied for and obtained the Receivership Order.

25. As of March 3, 2022, the amount owing to BMO was \$2,528,971 plus any and all accruing interest, costs, expenses, and fees.
26. The Receiver has obtained a legal opinion from its legal counsel, Dentons Canada LLP ("**Dentons**"), confirming the BMO security is valid and enforceable, subject to the normal qualifications and assumptions obtained in an opinion of that nature.

RECEIVER'S ACTIVITIES

27. Since the First Report, the Receiver continued to maintain and preserve the Property.
28. The Receiver continued to engage contactors to attend to ongoing repairs, maintenance, and upkeep of the Property.
29. The Receiver completed the sale of the Property and the Birchwood Assets to the Purchaser with the assistance of its legal counsel and NAI Commercial Real Estate Inc.
30. The Receiver cancelled or transferred all insurance, contract services, and utility services provided to the Property.
31. The Receiver, through its legal counsel, has had various correspondence with legal counsel to the Canada Revenue Agency ("**CRA**"), regarding their claims.
32. The Receiver continues to complete the administrative requirements pursuant to the *Bankruptcy and Insolvency Act*, the Receiver set up a dedicated website to provide information to the Company's creditors and interested parties and held discussions with creditors regarding the status of the Receivership and the administration of the estate.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

33. A copy of the interim statement of receipts and disbursements for the period of May 3, 2022, to March 19, 2024, is attached as **Appendix "D"**. Receipts and disbursements to date total \$1,583,574 and \$353,045, respectively.
34. Receipts include the following amounts:

	\$'s
Sale of Property	1,365,000
Collection of accounts receivable	109,359
Receiver's borrowings	100,000
Miscellaneous refunds	9,215
	<u>1,583,574</u>

35. As at March 19, 2024, the Receiver holds \$1,230,529 in its trust account.

ALLOCATION OF PURCHASE PRICE – PROPERTY SALE

36. As part of the sale of the Property, limited tools and equipment were included in the sale. A list of the tools and equipment included in the sale is attached as **Appendix “E”**.

37. The Receiver, through its ROP sales process (as discussed in the First Report), previously received an offer for 23 of the 34 pieces of equipment in the amount of \$14,000. A copy of this offer is attached as **Appendix “F”**.

38. The Receiver held discussions with auctioneers and received estimates of \$4,000 to \$6,000 for the remaining equipment. As such, the Receiver is of the opinion that a reasonable allocation of the sale proceeds related to the personal property included in the sale is \$20,000 (the **“Personal Property Allocation”**). We note that the Personal Property Allocation is likely higher than would have actually been received at an auction or liquidation due to commissions and costs.

PRIORITY CLAIMS

39. The Receiver is aware of the following priority claims;

- (i) Funds borrowed by the Receiver to date in the amount of \$100,000 pursuant to the borrowing charge in the Receivership Order;
- (ii) CRA property claim dated December 2, 2022, for unpaid source deductions from 2019 through 2022, representing the property of the Crown in the amount of \$307,027;

- (iii) CRA claim dated December 2, 2022, for unpaid goods and services tax accruing in 2022 in the amount of \$14,342.68. Under the *Excise Tax Act*, \$13,609.49 represents property of the Crown.
 - (iv) Workers' Compensation Board – Alberta ("**WCB**") secured claim dated June 1, 2022, for unpaid premiums in the amount of \$5,100; and,
 - (v) Employment and Social Development Canada super priority claim related to the Wage Earner Protection Program ("**WEPP**") in the amount of \$3,920.
40. The Receiver is of the opinion that CRA has a first charge over the Companies' personal property pursuant to both of their property claims.
41. The Receiver is of the opinion that WCB has a secured charge over the Companies' personal property, subject to both of CRA's property claims.
42. The Receiver is of the opinion that the WEPP has a secured charge over the Companies' personal property, subject to both of CRA's property claims.
43. The Receiver understands there is a potential priority dispute between BMO and CRA as it relates to the proceeds from the sale of the real property. Therefore, the Receiver proposes placing \$182,062 (the total amount CRA's property claim less the distribution related to personal property discussed below) in trust pending a further Court Order (the "**Holdback**").
44. The Receiver confirms any and all outstanding property taxes owing on the Property were paid from sales proceeds at the closing of the sale of the Property.
45. The Receiver has reviewed the books and records of the Companies and is not aware of any additional claims that would take priority to BMO.

DISTRIBUTIONS

46. The Receiver proposes to make the following distributions to priority creditors:
- (i) Payment to the CRA in respect of their property claim in the amount of \$138,574, representing proceeds from the sale and collection of the Companies' personal property, including accounts receivable, miscellaneous refunds, and the Personal Property Allocation; and,

- (ii) Payment to BMO in the amount of \$100,000 plus accrued interest for repayment of Receiver's borrowings.

47. CRA's total property claim exceeds the realizations from personal property and as such, the Receiver does not propose a distribution to the WCB or WEPP claims.

48. The Receiver proposes to make a distribution to BMO in the amount of \$750,000 taking into consideration the amounts realized by the Receiver in respect of the Companies' assets, together with the Holdback, and the anticipated remaining costs of the administration of the Receivership.

PROFESSIONAL FEES

i. Summary of Receiver's Accounts

49. A summary and copies of the Receiver's invoices rendered during the period of December 1, 2023, to February 29, 2024, are attached as **Exhibit A** to the Fee Affidavit (the "**Affidavit**") sworn by Kristin Gray in this Action. A copy of the Affidavit is attached as **Appendix "G"**.

50. The total Receiver fees for December 1, 2023, to February 29, 2024, are \$12,437.40 and nil disbursements as summarized in the table below:

	\$
Fees	12,437
Disbursements	-
GST	622
Total	13,059

ii. Receiver Staffing and Hours

51. Since the appointment of the Receiver by this Court, Ms. Kristin Gray, Senior Vice President of MNP, has had primary responsibility for the work carried out by the Receiver. When appropriate, work was delegated to other staff within MNP. A summary of the time spent administering the estate by members of the staff of MNP for the period of December 1, 2023, to February 29, 2024, is detailed in the table below:

Name	Title	Hours	Hourly Rate (\$)
Kristin Gray	Senior Vice President	10.50	635
Steven Barlott	Manager	8.60	375
Sofie Parker	Insolvency Administrator	0.40	292
Administration	Administrative	10.10	216-245
		29.60	

52. In the Receiver's opinion, the time and disbursements incurred by the Receiver in the course of its duties are fair and reasonable in a receivership of the nature described herein. In the Receiver's opinion, the cost of this Receivership is comparable to receivership assignments of similar scale and complexity.
53. The hourly rates charged by the Receiver are consistent with the average hourly rates billed by the Receiver on its other engagements and, to the Receiver's knowledge, consistent with other accounting firms of comparable size engaged on similar receivership matters.

iii. Legal Fees

54. The Receiver engaged the services of Dentons as its independent legal counsel to assist with the obligations in these proceedings. The lawyer primarily responsible for assisting the Receiver was Mr. Dean Hitesman, Partner.
55. The total legal fees of Dentons for the period of November 1, 2023, to February 29, 2024, are \$21,739 and disbursements are \$1,094 as summarized in the table below:

	\$
Fees	21,739
Disbursements	1,094
GST	1,142
Total	<u>23,975</u>

56. A summary and copies of the legal invoices rendered by Dentons are attached as **Exhibit B** to the Affidavit.
57. The Receiver confirms that it has worked closely and extensively with its counsel since the onset of the Receivership Order and has reviewed the fees and disbursements rendered by Dentons and believes them to be both reasonable and proper in circumstances and are

comparable to Receivership assignments of similar scale and complexity for a Receivership of this nature and scope. The legal services provided were necessary for the Receiver to fulfill its obligations in these proceedings. The Receiver has been informed by its legal counsel that the rates and charges applied by Dentons are the standard rates and charges of its personnel.

CONCLUSION

58. The Receiver respectfully requests the Court grant an Order:

- (i) Approving the activities of the Receiver as outlined in this Second Report;
- (ii) Approving the Receiver's interim statement of receipts and disbursements for the period of May 3, 2022, to March 19, 2024;
- (iii) Approving the distributions proposed by the Receiver;
- (iv) Approving the fees and disbursements of the Receiver and its legal counsel to February 29, 2024; and
- (v) Any further direction that the Court wishes to provide to the Receiver.

All of which is respectfully submitted this 25th day of March 2024.

MNP Ltd.

Receiver of all current and future assets, undertakings and properties of every nature and kind whatsoever of 608772 Alberta Ltd. o/a Birchwood Auto Body and 1943969 Alberta Ltd.

Per:  _____

Kristin Gray, CPA, CA, CIRP, LIT

APPENDIX A

A copy of the Receivership Order – May 3, 2022

CERTIFIED *E. Wilson*
by the Court Clerk as a true copy of the
document digitally filed on May 3, 2022

COURT FILE NUMBER 2203-04703

COURT COURT OF QUEEN'S BENCH OF ALBERTA

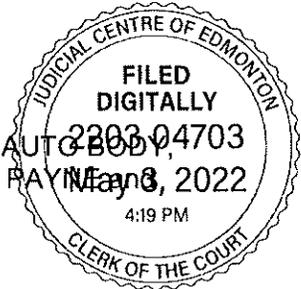
JUDICIAL CENTRE EDMONTON

PLAINTIFF BANK OF MONTREAL

DEFENDANTS 608772 ALBERTA LTD. o/a BIRCHWOOD AUTO BODY,
DARRELL PAYNE, VERA PAYNE, BRETT PAYNE,
1943969 ALBERTA LTD.

DOCUMENT RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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erinnwilson@mccarthy.ca



DATE ON WHICH ORDER WAS PRONOUNCED: May 3, 2022

LOCATION OF HEARING: Edmonton, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: Justice S.D. Hillier

UPON the application (the "**Application**") of Bank of Montreal ("**BMO**"), in respect of 608772 Alberta Ltd. operating as Birchwood Auto Body (the "**Borrower**") and 1943969 Alberta Ltd. (the "**Corporate Guarantor**", the Borrower and the Corporate Guarantor are collectively referred to as, the "**Debtors**"); **AND UPON** having read the Application, the Affidavit of Michelle Madrigga, sworn on March 23, 2022 (the "**Madrigga Affidavit**"), and the Affidavit of Service of Katie Doran, sworn on March 31, 2022 (the "**First Service Affidavit**"), the Supplemental Affidavit of Service of Katie Doran, sworn on April 22, 2022 (the "**Second Service Affidavit**"), and the Second Supplemental Affidavit of Service of Katie Doran, sworn on May 2, 2022 (the "**Third Service Affidavit**", the First Service Affidavit, the Second Service Affidavit, and the Third Service Affidavit are collectively referred to as, the "**Service Affidavits**"), all filed; **AND UPON** reading the consent of The Bowra Group Inc. ("**Bowra**"), to act as receiver and manager (the "**Receiver**") of the Debtors, filed; **AND UPON** hearing counsel for BMO, counsel for the proposed Receiver, and any other counsel or other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application and the Madrigga Affidavit is abridged, if necessary, the Application is properly returnable today, service of the Application and the Madrigga Affidavit on the service list (the "**Service List**") attached as Exhibit "**A**" to the First Service Affidavit, in the manner described in the Service Affidavits, is good and sufficient, and no other persons other than those listed on the Service List, are entitled to service of the Application or the Madrigga Affidavit.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c. B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, Bowra is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of

business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (l) to sell, convey, transfer, lease, or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$20,000, provided that the aggregate consideration for all such transactions does not exceed \$50,000; and,
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access

to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by

statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall:
- (a) empower the Debtors to carry on any business that the Debtors are not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtors where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the

applicable Debtor and the Receiver, or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors,

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or,
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or,
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or,
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or,

 - (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$50,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon

the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required

to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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 orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at <https://www.bowragroup.com/client/608772-alberta-ltd/> (the "Receiver's Website") and shall post there as soon as practicable:

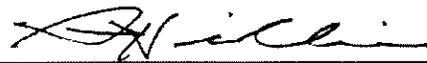
- (a) all materials prescribed by statute or regulation to be made publically available; and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

35. 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 or otherwise served with notice of 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; and,
- (b) posting a copy of this Order on the Receiver's Website,

and service on any other person is hereby dispensed with.

36. 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's Bench of Alberta

**SCHEDULE "A" TO THE RECEIVERSHIP ORDER
RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT: \$ _____

1. THIS IS TO CERTIFY that The Bowra Group Inc., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of 608772 Alberta Ltd. operating as Birchwood Auto Body (the "**Borrower**") and 1943969 Alberta Ltd. (the "**Corporate Guarantor**", the Borrower and the Corporate Guarantor are collectively referred to as, the "**Debtors**") appointed by Order of the Court of Queen's Bench of Alberta and the Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the 3rd day of May, 2022 (the "**Order**") made in action number 2203-04703, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$●, being part of the total principal sum of \$● that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the ● day of each month**] after the date hereof at a notional rate per annum equal to the rate of [**●**] per cent above the prime commercial lending rate of Bank of Montreal from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [**●**].

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

**THE BOWRA GROUP INC., solely in its
capacity as Receiver of the Property (as
defined in the Order), and not in its
personal capacity**

Per: _____
Name:
Title:

APPENDIX B

A copy of the Sale and Vesting Order – January 26, 2024

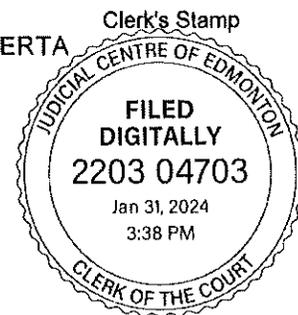
COURT FILE NUMBER 2203 04703

COURT COURT OF KING'S BENCH OF ALBERTA

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.

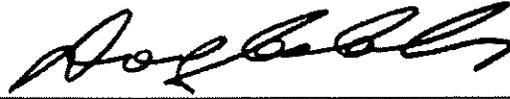
[18] This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the 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.



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	BANK OF MONTREAL
DEFENDANTS	608772 ALBERTA LTD. o/a BIRCHWOOD AUTO BODY, DARRELL PAYNE, VERA PAYNE, BRETT PAYNE, and 1943969 ALBERTA LTD.
DOCUMENT	<u>RECEIVER'S CERTIFICATE</u>
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

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

The Personal Property and Equipment

<u>Registration Number</u>	<u>Date Registered</u>	<u>Particulars</u>
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

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

The Personal Property and Equipment

Not Applicable

APPENDIX C

Copies of the Personal Property Registry Search Results
Reports – March 8, 2022

Search ID #: Z14759961

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 03820152-EDD3 5
2106

Search ID #: Z14759961

Date of Search: 2022-Mar-08

Time of Search: 08:34:29

Business Debtor Search For:

608772 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z14759961

Business Debtor Search For:

608772 ALBERTA LTD.

Search ID #: Z14759961

Date of Search: 2022-Mar-08

Time of Search: 08:34:29

Registration Number: 12060132337

Registration Date: 2012-Jun-01

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Jun-01 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

17052529562

Renewal

2017-May-25

Debtor(s)

Block

1 608772 ALBERTA LTD
133 MACKENZIE ST
FORT MCMURRAY, AB T9H 4K9

Status

Current

Secured Party / Parties

Block

1 BANK OF MONTREAL/BANQUE DE MONTREAL
2ND FLOOR, 234 SIMCOE ST.
TORONTO, ON M5T 1T4

Status

Current

Collateral: General

Block

Description

1 LF377-

Status

Current

2 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z14759961

Business Debtor Search For:

608772 ALBERTA LTD.

Search ID #: Z14759961

Date of Search: 2022-Mar-08

Time of Search: 08:34:29

Registration Number: 16021913922

Registration Date: 2016-Feb-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Feb-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 608772 ALBERTA LTD.
133 MACKENZIE STREET
FORT MCMURRAY, AB T9H 4K9

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z14759961

Business Debtor Search For:

608772 ALBERTA LTD.

Search ID #: Z14759961

Date of Search: 2022-Mar-08

Time of Search: 08:34:29

Registration Number: 19121733443

Registration Date: 2019-Dec-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-17 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 608772 ALBERTA LTD.
133 MACKENZIE ST
FORT MCMURRAY, AB T9H4K9

Block

Status
Current

2 PAYNE, BRETT, HOLLIS
141 CHEECHAM CT
ANZAC, AB T0P1J0

Birth Date:
1986-Sep-20

Secured Party / Parties

Block

Status
Current

1 THE BANK OF NOVA SCOTIA
10 WRIGHT BOULEVARD
STRATFORD, ON N5A7X9
Email: collateral.guard@teranet.ca

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GTU9FEL9LZ119291	2020	GMC New Sierra 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES	Current

Search ID #: Z14759961

Business Debtor Search For:

608772 ALBERTA LTD.

Search ID #: Z14759961

Date of Search: 2022-Mar-08

Time of Search: 08:34:29

Registration Number: 20102636696

Registration Date: 2020-Oct-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Oct-26 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 608772 ALBERTA LTD.
133 MACKENZIE STREET
FORT MCMURRAY, AB T9H 4K9

Current

Block

Status

2 PAYNE, BRETT, HOLIS
141 CHEECHAM COURT
ANZAC, AB T0P 1J0

Current

Birth Date:
1986-Sep-20

Block

Status

3 PAYNE, BRETT, H
141 CHEECHAM COURT
ANZAC, AB T0P 1J0

Current

Birth Date:
1986-Sep-20

Secured Party / Parties

Block

Status

1 TD AUTO FINANCE (CANADA) INC.
PO BOX 4086, STATION A
TORONTO, ON M5W5K3
Email: collateral.guard@teranet.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3C6UR5TLXLG106506	2020	RAM 2500	MV - Motor Vehicle	Current

Search ID #: Z14759961

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, ALTERNATIONS, REPLACEMENTS AND REPAIRS (WHETHER PRESENT OR FUTURE) TO THE VEHICLE COLLATERAL. PROCEEDS: ALL CASH AND NON-CASH PROCEEDS OF THE VEHICLE COLLATERAL, INCLUDING, WITHOUT LIMITATION, PROCEEDS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE VEHICLE COLLATERAL OR THAT INDEMNIFIES OR COMPENSATES THE DEBTOR(S) FOR THE DESTRUCTION OR DAMAGE TO OR LOSS OF THE VEHICLE COLLATERAL. THE PROCEEDS MAY TAKE THE FORM OF ANY ONE OR MORE OF THE FOLLOWING: GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY, INVESTMENT PROPERTY OR INTANGIBLES. ACCORDINGLY, ANY OF THE DEBTOR (S) AFTER ACQUIRED PROPERTY MAY BE PROCEEDS AND THEREFORE SUBJECT TO THE SECURED PARTY'S SECURITY INTEREST.	Current

Search ID #: Z14759961

Business Debtor Search For:

608772 ALBERTA LTD.

Search ID #: Z14759961

Date of Search: 2022-Mar-08

Time of Search: 08:34:29

Registration Number: 21071225190

Registration Date: 2021-Jul-12

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 608772 ALBERTA LTD.
133 MACKENZIE STREET
FORT MCMURRAY, AB T9H 4K9

Secured Party / Parties

Block

Status

Current

1 BANK OF MONTREAL
10175 101 STREET NW, 20TH FLOOR
EDMONTON, AB T5J 0H3
Email: westernpprnotices@bmo.com

Result Complete

Search ID #: Z14759966

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 03820154-EDD3 5
2106

Search ID #: Z14759966

Date of Search: 2022-Mar-08

Time of Search: 08:35:23

Business Debtor Search For:

1943969 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z14759966

Business Debtor Search For:

1943969 ALBERTA LTD.

Search ID #: Z14759966

Date of Search: 2022-Mar-08

Time of Search: 08:35:23

Registration Number: 16021914576

Registration Date: 2016-Feb-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Feb-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 1943969 ALBERTA LTD.
133 MACKENZIE STREET
FORT MCMURRAY, AB T9H 4K9

Secured Party / Parties

Block

Status
Current

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Collateral: General

Block

Description

Status
Current

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Search ID #: Z14759966

Business Debtor Search For:

1943969 ALBERTA LTD.

Search ID #: Z14759966

Date of Search: 2022-Mar-08

Time of Search: 08:35:23

Registration Number: 21071225162

Registration Date: 2021-Jul-12

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 1943969 ALBERTA LTD.
133 MACKENZIE STREET
FORT MCMURRAY, AB T9H 4K9

Secured Party / Parties

Block

Status

Current

1 BANK OF MONTREAL
10175 101 STREET NW, 20TH FLOOR
EDMONTON, AB T5J 0H3
Email: westernpprnotices@bmo.com

Result Complete

APPENDIX D

Interim Statement of Receipts and Disbursements for the period
of May 3, 2022 to March 19, 2024

Estate No: 24-116227
Estate No: 24-116228

**In the Matter of the Receivership of 608772 Alberta Ltd. and 1943969 Alberta Ltd.
Receiver's Interim Statement of Receipts and Disbursements
For the Period of May 3, 2022 to March 19, 2024**

Receipts	\$'s
Sale of Property	1,365,000
Collection of accounts receivable	109,359
Receiver's borrowings	100,000
Miscellaneous refunds	9,215
	<u>1,583,574</u>
 Disbursements	
Receiver's fees and disbursements	127,236
Insurance	48,214
Commission	40,950
Utilities	33,782
Legal fees and disbursements	31,771
Contractor fees and job completion costs	26,357
Property taxes	18,887
GST paid	12,699
Travel	11,076
Filing and search fees, bank charges, mail redirection, change of locks	2,074
	<u>353,045</u>
 Funds Held In Receiver's Trust	<u><u>1,230,529</u></u>

MNP Ltd.

Receiver of 608772 Albert Ltd o/a Birchwood Auto Body and 1943969 Alberta Ltd.

APPENDIX E

A copy of the list of personal property

608772 Alberta Ltd. and 1943969 Alberta Ltd.

Owned Equipment

TBGI #	Creditor	General Description	Description - Year, Make, Model	Serial Number
1			Bosch Mac Tools Tire Changer MW4335 (TCE 300)	33301307013195
2			Bosch Mac Tools Wheel Balancer MWS420 (WBE-4200-530)	65091311009323
3			Reactor E-XPI, Series E16E	A3053
4			Shopvac (yellow)	
5			Karcher Pressure Washer	
6			Rotary Lift 12,000 Lbs Capacity (SM0123-10)	JCL01G0009
7			Snap-On Scan Module 4 (EESM302A)	087SMD-511523
8			Snap-On Verus Edge (EEMS330)	486DDj217499
9			Snap-On Toolbox	
10			Genisys SPX Diagnosis Machine and Related Components	
11			Makita 2414 DB Chop Saw	024636K
12			Mac Tools Telescopic Hydraulic Transmission Jack, 1,000 lbs	
13			Robinair Cool Tech 34788	
14			Innovative Door Jack	
15			Canaoa Press 20 Ton	
16			Mastercraft 15" Drill Press (55-5916-2)	97046
17			ProSpot Aluminum Dent Pulling System AL5	3633
18			ProSpot Welder PR2	B8042
19			ProSpot Smart Mig SP2	H15301528
20			Associated Fast Charger 6019, 12 Volt	01135961339 // 000111680
21			Air Liquide Welder M200	ALW-M120500383AR
22			ProSpot Welder PR2	
23			Millermatic 140 Welder	IH290083N
24			Miller Spectrum 2050 Welder	LH130274P
25			Robinair (34788NI)	989362932
26			Propel Service Jack, 3 Ton	
27			Mac Tools Air Conditioner Recharger (ACR325M)	658819332
28			Chief Goliath Frame Straightener Lift, 9000 lbs	LG01017
29			Rotary Lift 12,000 Lbs Capacity (SPO12N7TO)	DAU12I0092
30			Uni-Ram Blast Vac UR-007	
31			MWM Bigas Plastic Welder	000032
			Hotsy BE 2500 PSI Power Washer	15100810
			Ninga Steam Cleaner 100 Heatermate	NJI0H12060
			14 Gallon, 6.5 HP Shop Vac	

APPENDIX F

A copy of the Equipment Offer

OFFER TO PURCHASE

TO: THE BOWRA GROUP INC., IN ITS CAPACITY AS THE RECEIVER OF 608772 Alberta Ltd. AND NOT IN ITS PERSONAL CAPACITY

1. Summit GM
(Name of Purchaser)

2. 530 Mackenzie Blvd
Fort McMurray AB
T9H 4C8
tchristensen@summitgm.ca
(Address, Phone, Fax, and E-mail of Purchaser)

3. The undersigned hereby irrevocably offers to purchase the following assets at the following prices, in the lawful currency of (Canada), namely:

Description	Amount
Assets:	
<u>From Appendix D Equipment List:</u>	
<u>4,5,7,8,9,10,11,13,14,16,17,18,19,20,21,22,23,24,25,27,31,32,34</u>	
_____	<u>\$14,000</u>
_____	_____
_____	_____

4. Enclosed is a bank draft or certified cheque payable to The Bowra Group Inc. – In Trust, in the amount of \$_____, in the lawful currency of (CDN), representing 20% of the total purchase price.

5. The undersigned hereby represents and warrants that it (is / is not) a non-resident of Canada as defined in the Income Tax Act (Canada).

6. The undersigned acknowledges receipt of a copy of the Terms and Conditions of Sale and acknowledges such Terms and Conditions of Sale are deemed to form part of this Offer to Purchase and agrees to be bound by them and covenants and agrees, that should it be the successful Purchaser, to execute and deliver the applicable form of Asset Purchase Agreement.

Dated at Fort McMurray, AB, this 29 day of June, 2022
(City, Province/State) (Day) (Month)

Trevor Christensen
Print Name of Purchaser

Trevor Christensen
Signature of Purchaser
(I/We have the authority to bind the Purchaser)

APPENDIX G

A copy of the Fee Affidavit of Kristin Gray

Clerk's stamp:

COURT FILE NUMBER	2203-04703
COURT	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	<u>FEE AFFIDAVIT</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Receiver: MNP Ltd., Suite 1300, MNP Tower 10235 – 101 Street NW Edmonton, AB, Canada T5J 3G1 Attention: Kristin Gray Phone: 780.705.0073 Fax: 780.409.5415 kristin.gray@mnp.ca Counsel: Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue NW Edmonton, AB, Canada T5J 0K4 Attention: Kurtis P. Letwin Phone: 780.423.7169 Fax: 780.423.7276 kurtis.letwin@dentons.com

**AFFIDAVIT OF KRISTIN GRAY
SWORN ON MARCH 25, 2024**

I, Kristin Gray, CPA, CA, CIRP, LIT of Edmonton, Alberta, SWEAR AND SAY THAT:

1. I am a Senior Vice-President with MNP Ltd., successor to The Bowra Group Inc., Receiver Manager of 608772 Alberta Ltd. o/a Birchwood Auto Body and 1943969 Alberta Ltd. (the "**Receiver**") and as such I have personal knowledge of the facts and matters herein deposed to except where stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. MNP Ltd. was appointed Receiver Manager of 608772 Alberta Ltd. o/a Birchwood Auto Body and 1943969 Alberta Ltd. pursuant to the Order of the Honourable Justice S.D. Hillier of the Alberta Court of King's Bench dated May 3, 2022 (the "**Receivership**").
3. I am a Chartered Professional Accountant and Licensed Insolvency Trustee with over 10 years of experience in the area of Insolvency and Restructuring and have been handling the day-to-day administrative work in relation to the Receivership.

4. With respect to the Receiver's accounts covering fees incurred by the Receiver for the period December 1, 2023, to February 29, 2024, which accounts are contained herein as **Exhibit "A"** (the "**Accounts**"):

- (a) The Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and the name of the individual who completed the work;
- (b) The hourly rate for each and every individual employee of the Receiver who completed work in regard to the Receivership (the "**Hourly Rates**"), including Non – Professional staff is as follows:

The MNP Ltd. team:

- (i) Kristin Gray, Senior Vice-President and Licensed Insolvency Trustee - \$635;
 - (ii) Steven Barlott, Manager - \$375;
 - (iii) Sofie Parker, Insolvency Administrator - \$292;
 - (iv) Administration (Non-Professional) - \$216 to 245; and,
- (c) I submit that the Hourly Rates are reasonable and comparable to the hourly rates of other accountant firms within the city of Edmonton of equivalent competence and expertise in the insolvency area.

5. With respect to the Receiver's independent legal counsel, Dentons Canada LLP ("**Dentons**"), accounts covering fees and disbursements incurred by counsel for the period of November 1, 2023, to February 29, 2024, which accounts are contained herein as **Exhibit "B"** (the "**Dentons Accounts**"):

- (a) The Dentons Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and the name of the individual who completed the work;
- (b) The hourly rate for each and every individual employee of the Receiver's independent legal counsel who completed work in regard to the Receivership (the "**Dentons Hourly Rates**"), including Non – Professional staff is as follows:

The Dentons team:

- (i) Dean Hitesman, Partner - \$630/660;
 - (ii) Robert Bothwell, Partner - \$635/640
 - (iii) Kurtis Letwin, Associate - \$520/540;
 - (iv) Rhonda Clarke, Paralegal - \$225/240;
- (c) I submit that the Dentons Hourly Rates are reasonable and comparable to the hourly rates of other law firms within the city of Edmonton of equivalent competence and expertise in the insolvency area; and
 - (d) The disbursements contained within the Dentons Accounts totaling \$1,094.48 are comprised of:

- (i) Technology and administration fees of \$652.00;
- (ii) Land Titles search fees of \$103.00;
- (iii) Tax Certificate Fees of \$8.05;
- (iv) Process Services of \$212.25;
- (v) Filing Fees of \$90.00; and,
- (vi) Search Fees of \$29.00.

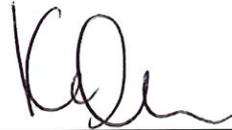
6. I make this Affidavit in support of the application to approve the fees, disbursements, and GST of \$13,059.27 which have been rendered by MNP Ltd., and to approve the fees, disbursements, other charges, and GST of \$23,975.17 which have been rendered by Dentons, within this Action.

SWORN before me at the City of
Edmonton, in the Province of Alberta, this
25th day of March 2024.



A Commissioner for Oaths in and for the
Province of Alberta

)
)
)
)
)
)
)
)



Kristin Gray, CPA, CA, CIRP, LIT
Senior Vice-President

ISOBEL NICOLE SMITH
A Commissioner for Oaths
in and for Alberta
My Commission expires August 31, 2024
Appointee No. 0764665

EXHIBIT A

A copy of the Receiver's Invoice

This is Exhibit " A " referred to
in the Affidavit of
Kristin Gray
Sworn before me this 25 day
of March, 2024
[Signature]
A Commissioner for Oaths in and for Alberta

ISOBEL NICOLE SMITH
A Commissioner for Oaths
In and for Alberta
My Commission expires August 31, 2024
Appointee No. 0764665

**In the Matter of the Receivership of 608772 Alberta Ltd o/a Birchwood Auto Body and
1943969 Alberta Ltd.**

Summary of Receiver's Fees

For the period of December 1, 2023, to February 29, 2024

Period	Invoice	Fees	Disbursements	GST	Total
December 1, 2023 to February 29, 2024	11504730	12,437.40	-	621.87	13,059.27
		12,437.40	-	621.87	13,059.27

March 14, 2024

BMO Bank of Montreal
525 8 Avenue SW – 9th Floor
Calgary, AB T2P 1G1

Attention: Michelle Madrigga

**Re: In the Matter of the Receivership of 608772 Alberta Ltd. o/a Birchwood Auto Body and
1943969 Alberta Ltd. (the “Companies”)
Client Number: 981465**

Please find enclosed our Invoice No. 11504730 for professional services rendered for the period of December 1, 2023, to February 29, 2024, which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours very truly,

**MNP Ltd.
Receiver of 608772 Alberta Ltd.
o/a Birchwood Auto Body and
1943969 Alberta Ltd.**

Per:



Kristin Gray, CPA, CA, CIRP, LIT
Enclosure

March 14, 2024

Invoice No: 11504730
GST No: 10369 7215

BMO Bank of Montreal
525 8 Avenue SW – 9th Floor
Calgary, AB T2P 1G1

Attention: Michelle Madrigga

Re: In the Matter of the 608772 Alberta Ltd. o/a Birchwood Auto Body and 1943969 Alberta Ltd. (the "Companies")
Client Number: 981465

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period of December 1, 2023, to February 29, 2024, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Dec-2023	SP	Review and edit bank reconciliation;	.20	58.40
04-Dec-2023	KG	Review and execute condition extension;	.20	127.00
04-Dec-2023	AS	Prepare bank reconciliation;	.20	43.20
05-Dec-2023	KG	Call with NAI Commercial ("NAI") regarding the unconditional offer and price adjustment; Email correspondence to Michelle Madrigga of the Bank of Montreal ("BMO") regarding the same; Follow up with Dunnrite Property Care and Maintenance ("Dunnrite") on the status of the second floor fire door repair;	.50	317.50
07-Dec-2023	IS	Post disbursement to Ascend. Send the same to Vancouver for processing;	.20	49.00
07-Dec-2023	AS	Process cheques and compile supporting documentation for obtaining signatures; Organize cheque distribution by courier or mail;	.50	108.00
08-Dec-2023	KG	Review and approve invoices for payment; Call with Dunnrite regarding the repair of the fire door;	.20	127.00
11-Dec-2023	IS	Prepare and edit miscellaneous correspondence;	1.00	245.00

11-Dec-2023	KG	Correspondence with Dentons LLP ("Dentons") regarding certain terms of the Asset and Purchase Agreement ("APA") and BMO's support; Correspondence to NAI regarding certain aspects of closing;	.30	190.50
12-Dec-2023	IS	Post disbursements to Ascend. Send the same to Vancouver for processing;	.40	98.00
12-Dec-2023	AS	Process cheques and compile supporting documentation for obtaining signatures; Organize cheque distribution by courier or mail;	.30	64.80
13-Dec-2023	KG	Correspondence to NAI regarding the Court date and purchaser's counsel;	.20	127.00
14-Dec-2023	KG	Email correspondence to NAI regarding a marketing summary; Various correspondence with Dentons regarding confirmation of a Court date; Edit and finalize various correspondence;	.40	254.00
15-Dec-2023	SB	Draft the Receiver's First Report to Court ("First Report");	1.00	375.00
20-Dec-2023	IS	Edit and finalize miscellaneous correspondence;	.30	73.50
21-Dec-2023	IS	Post disbursements to Ascend. Send the same to Vancouver for processing; Various estate banking tasks;	.30	73.50
21-Dec-2023	AS	Process cheques and compile supporting documentation for obtaining signatures; Organize cheque distribution by courier or mail;	.30	64.80
22-Dec-2023	SP	Estate administration related to review and editing disbursements, banking reports, and GL reconciliation;	.20	58.40
02-Jan-2024	SB	Edits to the First Report; Prepare Fee Affidavit of Kristin Gray and related exhibits; Pay of invoices by credit card;	4.00	1,500.00
03-Jan-2024	IS	Prepare quarterly GST return; Commission Fee Affidavit of Kristin Gray ("Fee Affidavit"). Scan and finalize the same;	.30	73.50

03-Jan-2024	KG	Edits to the First Report to Court; Edits to the Fee Affidavit; Edits to the Statement of Receipts and Disbursements ("R&D") as at January 2, 2024. Correspondence to Steven Barlott regarding the same; Forward First Report and Fee Affidavit to Kurtis Letwin of Dentons for review and comment; Review GST return; Review and approve invoices for payment;	3.50	2,222.50
04-Jan-2024	SB	Finalize Fee Affidavit;	.30	112.50
04-Jan-2024	IS	File quarterly GST return with the CRA; Post disbursement to Ascend. Send the same to Vancouver for processing;	.30	73.50
04-Jan-2024	AS	Process cheques and compile supporting documentation for obtaining signatures; Organize cheque distribution by courier or mail;	.30	64.80
08-Jan-2024	SB	Finalize First Report, compile appendices, and send to Kurtis Letwin of Dentons for filing;	1.20	450.00
15-Jan-2024	IS	Post website update;	.50	122.50
15-Jan-2024	KG	Review application materials; Correspondence with Kurtis Letwin of Dentons regarding the service list; Website update; Review and approve invoices for payment;	.50	317.50
19-Jan-2024	KG	Email correspondence to NAI regarding the Court date and closing timeline;	.10	63.50
23-Jan-2024	KG	Various correspondence with Kurtis Letwin of Dentons regarding issues with service of the application materials on the guarantor; Review service list and various file documentation;	.30	190.50
24-Jan-2024	KG	Email correspondence to Brett Payne of the Company regarding contact information for Darrell and Vera Payne and service of the application documents. Correspondence with Kurtis Letwin of Dentons regarding the same;	.20	127.00
26-Jan-2024	KG	Prepare for and attend the Sale and Vesting Order ("SAVO") application; Correspondence with Kurtis Letwin of Dentons regarding the allocation of the purchase price; Review CRA claims;	1.00	635.00

		Correspondence with NAI regarding purchaser's counsel and closing date;		
31-Jan-2024	SB	Review invoices for payment;	.20	75.00
31-Jan-2024	KG	Follow up on SAVO; Correspondence to NAI regarding closing;	.10	63.50
01-Feb-2024	IS	Update website;	.50	122.50
05-Feb-2024	KG	Review conveyance package; Review filed Orders; Correspondence with Dentons and NAI regarding closing; Review and approve invoices for payment;	.30	190.50
09-Feb-2024	KG	Correspondence regarding the closing date and signing documents;	.10	63.50
12-Feb-2024	IS	Prepare a utility summary for the purchaser. Various correspondence with Kristin Gray regarding the same;	.40	98.00
12-Feb-2024	KG	Meet with Bob Bothwell of Dentons to sign closing documents; Edits and changes to the utility summary; Email correspondence to NAI regarding the utility and contractor accounts; Correspondence from contractors regarding key returns;	.80	508.00
13-Feb-2024	IS	Arrange to cancel utilities;	.50	122.50
13-Feb-2024	KG	Email correspondence to Dentons on the CRA and Workers Compensation Board ("WCB") claims and priority issues; Review claims filed;	.50	317.50
15-Feb-2024	KG	Review utility invoices; Correspondence to NAI regarding keys and utility invoices; Correspondence to Dentons regarding funds and key release; Correspondence to NAI to confirm closing date;	.40	254.00
16-Feb-2024	IS	Various correspondence regarding the cancellation of the utilities;	.50	122.50
16-Feb-2024	KG	Correspondence with NAI regarding a delay in closing; Give instructions regarding utilities;	.10	63.50
20-Feb-2024	IS	Follow up with Direct Energy regarding the delay in the sale of the Property;	1.00	245.00

23-Feb-2024	SB	Correspondence to Federated Insurance regarding the sale of property and cancellation of insurance; Coordinate courier of keys from the Fort McMurray office; Review and approve payables for payment; Various correspondence;	.80	300.00
23-Feb-2024	IS	Cancel utilities with the Regional Municipality of Wood Buffalo; Call Federated Insurance to ensure the account is paid up to date; Various correspondence with Steven Barlott;	.50	122.50
23-Feb-2024	KG	Review insurance status; Follow up on closing funds; Instructions to confirm key release and cancel utilities and insurance;	.30	190.50
26-Feb-2024	SB	Coordinate courier of keys to the purchaser, and provide NAI with an update on the same;	.50	187.50
26-Feb-2024	IS	Cancel utilities; Draft cover letter to courier keys;	1.00	245.00
27-Feb-2024	SB	Review correspondence regarding wire instructions, and discussion with Isobel Smith regarding the same;	.20	75.00
27-Feb-2024	IS	Various estate banking tasks; Various correspondence with Sofie Parker regarding the same;	.30	73.50
27-Feb-2024	KG	Review closing documents; Prepare sales journal entry;	.40	254.00
28-Feb-2024	IS	Verbally confirm wire instructions with Dentons LLP;	.20	49.00
29-Feb-2024	SB	Review and approve invoices for payment; Prepare expense reimbursement for expenses; Follow up regarding the insurance cancellation;	.40	150.00
29-Feb-2024	IS	Post funds received to Ascend. Various estate banking tasks relating to the same;	.30	73.50
29-Feb-2024	KG	Review and approve invoices;	.10	63.50
TOTAL			29.60	12,437.40

INVOICE SUMMARY

PROFESSIONAL FEES		\$12,437.40
GST on Professional Fees	<u>621.87</u>	621.87
TOTAL THIS INVOICE		<u><u>\$13,059.27</u></u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period December 1, 2023, to February 29, 2024, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	10.50	635.00	6,667.50
Steven Barlott	Manager	8.60	375.00	3,225.00
Sofie Parker	Senior Analyst	0.40	292.00	116.80
Isobel Smith	Senior Administrator	8.50	245.00	2,082.50
Aofie Sugrue	Administration	1.60	216.00	345.60
Time Billed		<u>29.60</u>	<u>420.18 *</u>	<u>12,437.40</u>

(*Average)

EXHIBIT B

Copies of the Receiver's Legal Counsel Invoices

This is Exhibit " B " referred to
in the Affidavit of
Kristin Gray
Sworn before me this 25 day
of March, 2024
Isobel Smith
A Commissioner for Oaths in and for Alberta

ISOBEL NICOLE SMITH
A Commissioner for Oaths
in and for Alberta
My Commission expires August 31, 2024
Appointee No. 0764665

**In the Matter of the Receivership of 608772 Alberta Ltd o/a Birchwood Auto Body and
1943969 Alberta Ltd.**

Summary of Receiver's Legal Counsel Fees

For the period of November 1, 2023, to February 29, 2024

Firm	Date	Invoice	Fees	Disbursements	GST	Total
Dentons Canada LLP	December 31, 2023	3814980	2,134.50	84.04	110.93	2,329.47
Dentons Canada LLP	January 31, 2024	3823169	12,050.50	526.52	628.86	13,205.88
Dentons Canada LLP	March 5, 2024	3830644	7,554.00	483.92	401.90	8,439.82
			21,739.00	1,094.48	1,141.69	23,975.17



Dentons Canada LLP
 2500 Stantec Tower
 10220-103 Avenue NW
 Edmonton, AB, Canada T5J 0K4

T 780 423 7100
 F 780 423 7276

dentons.com

DELIVER VIA EMAIL
 Kristin.gray@mnp.ca

MNP Ltd.
 Suite 1300, 10235 - 101 Street NW
 Edmonton, AB T5J 3G1
 Canada
 Attention: Kristin Gray

INVOICE # 3814980

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
December 31, 2023	528401-000024	Dean A. Hitesman

MNP Ltd.
Re: 608772 Alberta Ltd. et al.

Professional Fees	\$ 2,134.50
Other Fees/Charges & Disbursements	84.04
	<hr/>
GST (5.0%) on \$2,218.54	110.93
	<hr/>
Total Amount Due	\$ <u>2,329.47</u> CAD

Payment Options:	
<p><u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p><u>Credit Card:</u> To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p><u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p><u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 528401. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p><u>Wire Transfer / EFT:</u> Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	ID	Description of Work	Hours	Fees
08-Nov-23	KPL	Telephone call with Kristin Gray.	0.2	\$104.00
06-Dec-23	KPL	Email correspondence with Kristin Gray.	0.3	\$156.00
08-Dec-23	DAH	Emails from Kristin Gray and Kurtis Letwin.	0.2	\$126.00
11-Dec-23	DAH	Conference with Kurtis Letwin.	0.4	\$252.00
11-Dec-23	KPL	Email correspondence with Court and Kristin Gray.	0.4	\$208.00
13-Dec-23	RC	Receiving instructions from Robert Bothwell. Obtaining copy of title for Plan 7620533 Block 19 Lot 1. Obtaining copy of Personal Property Registry search on 608772 Alberta Ltd. Obtaining Corporate Registry search on AAA Exchange Edmonton Ltd.	0.3	\$67.50
13-Dec-23	KPL	Email correspondence with Kristin Gray, Court, and listing agent.	0.9	\$468.00
14-Dec-23	DAH	Conference with Kurtis Letwin and Robert Bothwell.	0.3	\$189.00
14-Dec-23	KPL	Email correspondence with Court and Kristin Gray.	0.6	\$312.00
15-Dec-23	DAH	Emails from Robert Bothwell and Kurtis Letwin. Conference with Kurtis Letwin.	0.4	\$252.00
		Total	4.0	\$2,134.50

Timekeeper	Hours	Rate	Fees
Dean Hitesman	1.3	630.00	819.00
Kurtis Letwin	2.4	520.00	1,248.00
Rhonda Clarke	0.3	225.00	67.50
Total	4.0		\$2,134.50

TOTAL PROFESSIONAL FEES \$ **2,134.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 64.04

TOTAL TAXABLE OTHER FEES/CHARGES \$ **64.04**

TAXABLE DISBURSEMENTS

Corp. Search/Copies/Micro. \$ 7.00

Land Titles - Searches/Copies 10.00

PPR - Copy/Search 3.00

TOTAL TAXABLE DISBURSEMENTS \$ **20.00**

TOTAL OTHER FEES/CHARGES AND DISBURSEMENTS 84.04

TOTAL FEES, OTHER FEES/CHARGES AND DISBURSEMENTS \$ **2,218.54**

TAXES

GST (5.0%) on Professional Fees of \$2,134.50	\$	106.73
GST (5.0%) on Taxable Disbursements of \$84.04		<u>4.20</u>
TOTAL TAXES		<u>110.93</u>
TOTAL AMOUNT DUE		<u>\$ 2,329.47 CAD</u>



Dentons Canada LLP
 2500 Stantec Tower
 10220-103 Avenue NW
 Edmonton, AB, Canada T5J 0K4

T 780 423 7100
 F 780 423 7276

dentons.com

DELIVER VIA EMAIL
 Kristin.gray@mnp.ca

MNP Ltd.
 Suite 1300, 10235 - 101 Street NW
 Edmonton, AB T5J 3G1
 Canada
 Attention: Kristin Gray

INVOICE # 3823169

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
January 31, 2024	528401-000024	Dean A. Hitesman

MNP Ltd.
Re: 608772 Alberta Ltd. et al.

Professional Fees	\$ 12,050.50
Other Fees/Charges & Disbursements	526.52
	<hr/>
GST (5.0%) on \$12,577.02	628.86
	<hr/>
Total Amount Due	\$ <u>13,205.88</u> CAD

Payment Options:	
<p><u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p><u>Credit Card:</u> To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p><u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p><u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 528401. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p><u>Wire Transfer / EFT:</u> Bank of Montreal 1st Canadian Place, Toronto, ON MSX 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	ID	Description of Work	Hours	Fees
12-Dec-23	RB	Consideration of issues relating to security registered against assets and real property. Review and analysis of offer to Purchase.	0.4	\$254.00
13-Dec-23	RB	Review and analysis of offer to purchase. Consideration of issues relating to timing of closing and vendor deliverables. Email correspondence with Kurtis Letwin regarding comments on offer to purchase. Consideration of issues relating to removal of encumbrances against assets.	1.8	\$1,143.00
14-Dec-23	RB	Consideration of impact of extension agreement.	0.1	\$63.50
03-Jan-24	RC	Receiving copy of Notice re: Extension of Conditions Precedent.	0.2	\$48.00
04-Jan-24	RC	Receiving and reviewing Asset and Real Estate Purchase Agreement. Calculating critical dates.	0.8	\$192.00
04-Jan-24	DAH	Emails from Kristin Gray and Kurtis Letwin.	0.2	\$132.00
04-Jan-24	DAH	Conference with Kurtis Letwin. Emails from Kurtis Letwin.	0.3	\$198.00
04-Jan-24	KPL	Email correspondence with Dean Hitesman, Kristin Gray, and the Commercial Coordinator. Review draft Receiver's Report and Fee Affidavit.	2.1	\$1,134.00
14-Jan-24	KPL	Draft and revise application and supporting materials for Sale Approval and Vesting Order. Email correspondence and telephone calls with Kristing Gray and Dean Hitesman.	4.3	\$2,322.00
15-Jan-24	KPL	Revise application and supporting materials for Sale Approval and Vesting Order. Compile Book of Authorities. Arrange for filing and service of materials. Email correspondence with Kristin Gray and Dean Hitesman.	3.2	\$1,728.00
16-Jan-24	KPL	Email correspondence with Court and debtors.	0.3	\$162.00
17-Jan-24	DAH	Emails from and to Kurtis Letwin. Email from Kristin Gray.	0.3	\$198.00
17-Jan-24	KPL	Email correspondence with Michelle Tuck.	0.6	\$324.00
22-Jan-24	DAH	Conference with Kurtis Letwin.	0.2	\$132.00
22-Jan-24	KPL	Email correspondence with Bank of Montreal counsel.	0.2	\$108.00
23-Jan-24	DAH	Conference with Kurtis Letwin.	0.3	\$198.00
23-Jan-24	KPL	Email correspondence with Michelle Tuck, Dean Hitesman, and Nathan Stewart. Deal with service issues	1.1	\$594.00

Date	ID	Description of Work	Hours	Fees
		with respect to Darrell Payne and Vera Payne. Telephone calls with Kristin Gray.		
24-Jan-24	KPL	Email correspondence with Michelle Tuck and Kristin Gray.	0.6	\$324.00
25-Jan-24	DAH	Conference with Kurtis Letwin.	0.1	\$66.00
26-Jan-24	DAH	Conference with Kurtis Letwin.	0.4	\$264.00
26-Jan-24	KPL	Prepare for application. Attend Commercial List Chambers. Email correspondence and telephone calls with Kristin Gray and George Body.	3.7	\$1,998.00
29-Jan-24	DAH	Conference with Kurtis Letwin and Robert Bothwell.	0.2	\$132.00
31-Jan-24	DAH	Emails from Kurtis Letwin and Commercial Coordinator.	0.1	\$66.00
31-Jan-24	KPL	Email correspondence with Kristin Gray and Court.	0.5	\$270.00
		Total	22.0	\$12,050.50

Timekeeper	Hours	Rate	Fees
Dean Hitesman	2.1	660.00	1,386.00
Kurtis Letwin	16.6	540.00	8,964.00
Rhonda Clarke	1.0	240.00	240.00
Robert Bothwell	2.3	635.00	1,460.50
Total	22.0		\$12,050.50

TOTAL PROFESSIONAL FEES \$ 12,050.50

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 361.52

TOTAL TAXABLE OTHER FEES/CHARGES \$ 361.52

TAXABLE DISBURSEMENTS

Corp. Search/Copies/Micro. \$ 14.00

Filing Fee 70.00

Land Title/Court/Corp Agents Fee 66.00

Land Titles - Searches/Copies 10.00

PPR - Copy/Search 5.00

TOTAL TAXABLE DISBURSEMENTS \$ 165.00

TOTAL OTHER FEES/CHARGES AND DISBURSEMENTS 526.52

TOTAL FEES, OTHER FEES/CHARGES AND DISBURSEMENTS \$ 12,577.02

TAXES

GST (5.0%) on Professional Fees of \$12,050.50 \$ 602.53

GST (5.0%) on Taxable Disbursements of \$526.52 26.33

TOTAL TAXES 628.86

DENTONS CANADA LLP
MNP Ltd.
Re: 608772 Alberta Ltd. et al.

INVOICE 3823169
Page 4 of 4
Matter # 528401-000024

TOTAL AMOUNT DUE

\$ 13,205.88 CAD



Dentons Canada LLP
 2500 Stantec Tower
 10220-103 Avenue NW
 Edmonton, AB, Canada T5J 0K4

T 780 423 7100
 F 780 423 7276

dentons.com

DELIVER VIA EMAIL
 Kristin.gray@mnp.ca

MNP Ltd.
 Suite 1300, 10235 - 101 Street NW
 Edmonton, AB T5J 3G1
 Canada
 Attention: Kristin Gray

INVOICE # 3830644

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
March 5, 2024	528401-000024	Dean A. Hitesman

MNP Ltd.
 Re: 608772 Alberta Ltd. et al.

Professional Fees	\$ 7,554.00
Other Fees/Charges & Disbursements	483.92
	<hr/>
GST (5.0%) on \$8,037.92	401.90
	<hr/>
Total Amount Due	\$ <u>8,439.82</u> CAD

Payment Options:	
<p><u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p><u>Credit Card:</u> To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p><u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p><u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 528401. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p><u>Wire Transfer / EFT:</u> Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	ID	Description of Work	Hours	Fees
01-Feb-24	RB	Review of vesting order; Consideration of documents required for closing	0.3	\$192.00
01-Feb-24	DAH	Email from Commercial Coordinator. Conference with Kurtis Letwin.	0.3	\$198.00
01-Feb-24	KPL	Email correspondence with Court and Michelle Tuck.	0.8	\$432.00
02-Feb-24	RB	Consideration of issues regarding documents required for closing; Attending to matters in relation to preparing draft documents required for closing	0.7	\$448.00
02-Feb-24	KPL	Email correspondence with Michelle Tuck and Michael Parsons.	0.3	\$162.00
03-Feb-24	RC	Receiving and reviewing form of Sale Approval and Vesting Order. Ordering tax search on Plan 7620533 Block 19 Lot 1. Preparing Receiver's Certificate and letter to Registrar at Land Titles Office. Drafting Statement of Adjustments with information available. Emailing The Gibbons Law Office seeking description for Purchaser. Drafting trust letter to Dale Osborne at The Gibbons Law Office.	1.8	\$432.00
05-Feb-24	RC	Receiving and reviewing tax search on Plan 7620533 Block 19 Lot 1. Revising draft Statement of Adjustments with information available. Emailing Michael Parsons and Vince Caputo at NAI Edmonton seeking information on the deposit funds from Purchaser. Revising draft trust letter to Dale Osborne at The Gibbons Law Office. Revising draft Statement of Receipts and Disbursements. Receiving email and conveyancing package from Michael Parsons at NAI Edmonton. Revising documents to reflect new closing date and excess deposit amount.	0.6	\$144.00
06-Feb-24	RC	Receiving email from Dale Osborne seeking to move closing date up to 15th of February 2024.	0.1	\$24.00
09-Feb-24	RB	Review and analysis of conveyance package from NAI; Consideration of issues regarding documents required for closing; Email correspondence with Kristin Gray; Attending to matters in relation to preparing documents required for closing	1.4	\$896.00
09-Feb-24	RC	Receiving instructions from Robert Bothwell. Revising draft documentation. Receiving and reviewing copy of excess deposit funds letter from NAI Commercial. Revising draft trust letter.	0.5	\$120.00

Date	ID	Description of Work	Hours	Fees
09-Feb-24	KPL	Email correspondence with Receiver and Robert Bothwell.	0.7	\$378.00
12-Feb-24	RB	Revisions to closing documents; Attending to matters in relation to preparing trust letter to Purchaser's lawyer; Meeting with Kristin Gray relating to execution of closing documents; Consideration of issues relating to adjustments on closing	1.5	\$960.00
12-Feb-24	RC	Receiving and reviewing executed sale documents. Emailing Dale Osborne at Gibbons Law seeking description of Purchaser. Receiving email from Dale Osborne providing description. Inserting information into letter to Registrar. Revising draft trust letter. Compiling trust letter package to send out via overnight courier. Emailing copy of trust letter package to Dale Osborne.	0.7	\$168.00
14-Feb-24	DAH	Conference with Kurtis Letwin.	0.4	\$264.00
14-Feb-24	KPL	Email correspondence with Court and opposing counsel.	0.4	\$216.00
15-Feb-24	RB	Email correspondence with Kristin Gray; Attending to matters in relation to closing; Telephone conversation with Vendor's lawyer regarding possible early closing	0.5	\$320.00
15-Feb-24	RC	Emailing Dale Osborne seeking status of possibly closing early.	0.1	\$24.00
15-Feb-24	KPL	Email correspondence with Commercial Coordinator.	0.2	\$108.00
19-Feb-24	RC	Exchanging emails with Dale Osborne in relation to inquiry for possession through a Tenancy at Will.	0.2	\$48.00
20-Feb-24	RB	Telephone conversation with Kristin Gray regarding utilities; Telephone conversation with Purchaser's lawyer regarding termination of utilities; Attending to matters in preparation for closing	0.5	\$320.00
20-Feb-24	RC	Receiving instructions from Robert Bothwell regarding Purchaser's request for tenancy at will. Emailing Dale Osborne regarding tenancy at will request. Receiving email from Lorrie Domsy at The Gibbons Law Office in relation to anticipated closing. Receiving email from Dale Osborne seeking information on the utilities for the property. Exchanging emails with Kristin Gray at MNP regarding status of closing.	0.4	\$96.00
20-Feb-24	KPL	Email correspondence with Kristin Gray and Rhonda Clarke.	0.2	\$108.00
22-Feb-24	RC	Exchanging emails with Lorrie Domsy at The Gibbons Law Office in relation to payment of the closing funds. Preparing necessary documentation in anticipation of upcoming closing. Drafting letter to municipality to pay outstanding property taxes.	0.4	\$96.00

Date	ID	Description of Work	Hours	Fees
23-Feb-24	RC	Leaving voice mail message for and telephone conversation with municipality regarding confirmation of address to use to provide payment of outstanding property taxes. Receiving emails from Lorrie Domsy at The Gibbons Law office regarding payment of closing funds. Searching the Canada Revenue Agency's on line system for GST number provided by Purchaser. Exchanging emails with Lorrie Domsy regarding undertakings provided do not match the undertakings set out in their office's letter. Receiving email response. Exchanging emails with Kristin Gray at MNP Ltd. Receiving confirmation of receipt of closing funds. Attending to authorizing the release of keys to the Purchaser.	0.9	\$216.00
23-Feb-24	DAH	Conference with Kurtis Letwin.	0.2	\$132.00
26-Feb-24	RC	Reviewing file for instructions on disbursing closing funds. Emailing NAI Commercial providing authorization to release commissions in trust. Forwarding funds to municipality in relation to payment of outstanding property taxes. Emailing client seeking method of providing closing funds.	0.6	\$144.00
26-Feb-24	DAH	Email to Kurtis Letwin.	0.1	\$66.00
26-Feb-24	KPL	Email correspondence with Kristin Gray and Rhonda Clarke.	0.3	\$162.00
27-Feb-24	RC	Exchanging emails with Kristin Gray regarding bank account information provided for disbursement by way of wire. Drafting reporting letter to client. Left voice mail message for Isobel Smith at MNP Ltd. to confirm banking information.	0.9	\$216.00
27-Feb-24	KPL	Email correspondence with Rhonda Clarke and Steven Barlott.	0.4	\$216.00
28-Feb-24	RB	Attending to matters relating to disbursement of funds; Letter to client	0.2	\$128.00
28-Feb-24	RC	Telephone conversation with Isobel Smith at MNP Ltd. confirming banking information. Receiving confirmation of outgoing wire. Forwarding reporting letter and related documents to client.	0.4	\$96.00
29-Feb-24	RC	Receiving email from Isobel Smith at MNP confirming receipt of wire funds.	0.1	\$24.00
		Total	17.1	\$7,554.00

Timekeeper	Hours	Rate	Fees
Dean Hitesman	1.0	660.00	660.00
Kurtis Letwin	3.3	540.00	1,782.00
Rhonda Clarke	7.7	240.00	1,848.00
Robert Bothwell	5.1	640.00	3,264.00
Total	17.1		\$7,554.00

TOTAL PROFESSIONAL FEES \$ **7,554.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 226.62

TOTAL TAXABLE OTHER FEES/CHARGES \$ **226.62**

TAXABLE DISBURSEMENTS

Filing Fee \$ 20.00

Land Title/Court/Corp Agents Fee 17.00

Process Services 212.25

Tax Certificate/Search 8.05

TOTAL TAXABLE DISBURSEMENTS \$ **257.30**

TOTAL OTHER FEES/CHARGES AND DISBURSEMENTS 483.92

TOTAL FEES, OTHER FEES/CHARGES AND DISBURSEMENTS \$ **8,037.92**

TAXES

GST (5.0%) on Professional Fees of \$7,554.00 \$ 377.70

GST (5.0%) on Taxable Disbursements of \$483.92 24.20

TOTAL TAXES 401.90

TOTAL AMOUNT DUE \$ **8,439.82 CAD**