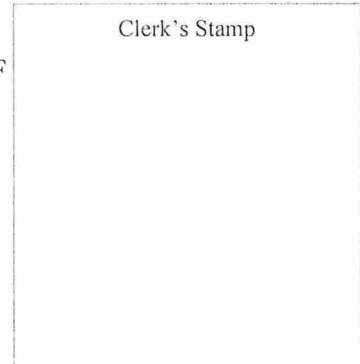


COURT FILE NUMBER: 2003 11578
COURT: COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: SERVUS CREDIT UNION LTD.
DEFENDANTS: BLACK KNIGHT INN LTD., BKI HOLDINGS LTD., MANWOOD HOLDINGS LTD., and KENNETH RONALD MANDRUSIAK
DOCUMENT: **APPLICATION BY MNP LTD. FOR A SALE APPROVAL AND VESTING ORDER**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 839-58/JHH

NOTICE TO RESPONDENTS as per the Service List attached as Schedule "A":

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the justice.

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

Date: September 22, 2021
Time: 2:00 p.m.
Where: Law Courts, 1A Sir Winston Churchill Square, Edmonton
Before Whom: The Honourable Mr. Justice D. R. Mah, sitting on the Commercial List with all interested persons appearing by way of Webex

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

Remedy claimed or sought:

1. An Order abridging the time for service of notice of this Application and the Second Report of the Receiver (the "**Second Report**") to the time provided, if necessary, and an Order validating service upon the parties served or, alternatively, dispensing with service;
2. An Order approving the sales process and the activities of MNP Ltd. ("**MNP**" or "**the Receiver**") described in the Second Report;
3. An Order in the form attached hereto as **Schedule "B"** approving the Asset and Real Estate Purchase Agreement (the "**Agreement**") entered for the purchase of certain assets, properties and undertakings of the Defendants (the "**Sale and Vesting Order**"), authorizing the Receiver to conclude the transaction contemplated thereby, and vesting title in the assets encompassed thereby in and to the purchaser thereunder free and clear of all encumbrances, except permitted encumbrances;
4. An Order in the form attached hereto as **Schedule "C"** declaring, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, that the Confidential Addendum to the Second Report be temporarily sealed until the closing of the sale approved by the Sale and Vesting Order, if granted, or until further order of the Court; or, in the alternative, a temporary restricted Court access Order or Sealing Order pursuant to Rule 6.28 sealing the Confidential Addendum until the Receiver concludes the sale approved by the Sale and Vesting Order, or until further Order of the Court;
5. An Order authorizing and directing the Registrar of the Alberta Land Titles Office to perform the various requirements under and pursuant to the Sale and Vesting Order notwithstanding the requirements of s. 191(1) of the *Land Titles Act*, RSA 2000, c L-4;
6. An Order declaring that service of any order or orders arising from the Application by email, facsimile, registered mail, courier, regular mail, or personal delivery to the persons listed on the service list shall constitute good and sufficient service of such orders and that no persons other than those on the service list are entitled to be served with a copy of such orders;
7. Such further and other relief as this Honorable Court deems just and appropriate.

Grounds for making this application:

8. MNP was appointed as the Receiver of all of the current and future assets, undertakings and properties, including all proceeds thereof, of the Defendants (the "**Property**") by Order pronounced August 7, 2020 (the "**Receivership Order**").
9. The Receivership Order authorizes and empowers the Receiver to market, advertise and solicit offers in respect of the Property or any part thereof, and to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders)

necessary to convey the same to a purchaser free and clear of any liens or encumbrances affecting such Property.

10. The Property was marketed by CBRE Limited, a well-known and highly respected commercial brokerage with expertise in the promotion of similar such property.
11. A Letter of Intent was submitted to the Receiver, resulting in the negotiation of the Agreement. Pursuant to its terms, the approval by this Honourable Court is a condition to closing thereunder.
12. The Property was sufficiently exposed to the market in a commercially reasonable and fair marketing process with a view towards obtaining the best price having regard to the competing interests of the parties. The approval of the transaction contemplated by the Agreement is, in the Receiver's view, in the interests of all stakeholders.
13. Information on the sales and marketing process, expert information relied upon by the Receiver in valuing the Property, and the terms of the Agreement is contained in the Confidential Appendices. The public disclosure and dissemination of that information, being commercially sensitive, may materially prejudice the Receiver's sales process and, in the event that the sale failed to close, could inhibit the Receiver in its efforts to market the Property to the general public.
14. Such further and other grounds as counsel for the Receiver may advise.

Material or evidence to be relied on:

15. The Second Report of the Receiver, filed;
16. Confidential Addendum, unfiled;
17. The remaining pleadings filed in the within Action, including the Receivership Order.

Applicable rules:

18. Part 1; Division 4 of Part 6; and Rules 6.3(1), 6.9(1), 6.28 and 11.27 of the *Alberta Rules of Court*; and
19. Such further rules as counsel may advise.

Applicable Acts and regulations:

20. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
21. *Personal Property Security Act*, RSA 2000, c P-7; and
22. *Land Titles Act*, RSA 2000, c L-4.

Any irregularity complained of or objection relied on:

17. None.

How the application is proposed to be heard or considered:

23. Before the Honourable Mr. Justice D. R. Mah sitting on the Commercial List with all interested parties appearing remotely by Webex, as per the dial-in information attached as **Schedule "D"**.

WARNING

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

Schedule "A"

SERVICE LIST

| Party | Counsel | Address | Service Method |
|---|---|---|--|
| MNP Ltd. (Receiver) | Jeremy H. Hockin, Q.C. | Parlee McLaws LLP 1700 Enbridge Centre 10175 – 101 Street NW Edmonton, AB T5J 0H3 | Email (jhockin@parlee.com) (eric.Sirrs@mnp.ca) |
| Black Knight Inn Ltd. BKI Holdings Ltd. Manwood Holdings Ltd. | Christopher A. Rickards, Q.C. | Johnston Ming Manning LLP 4 th Floor, 4943 – 50 th Street Red Deer, AB T4N 1Y1 | Courier and Email (crickards@jmmlawrd.ca) |
| Kenneth Ronald Mandrusiak | | 27 Roberts Crescent Red Deer, AB T4P 3H1 | Courier |
| Ernie Mandrusiak Iris Mandrusiak | | 1603, 1947 Underhill Street Kelowna, BC V1X 7Z5 | Courier |
| RCAP Leasing Inc. | | 5575 North Service TD STE 300 Burlington, ON L7L 6M1 | Courier |
| Sysco Foods | | 4639 – 72 Avenue SE Calgary, AB T2C 4H7 | Courier |
| Servus Credit Union Ltd. | Rick Reeson, Q.C. Spencer Norris | Miller Thomson LLP 2700 Commerce Place 10155 – 102 Street Edmonton, AB T5J 4G8 | Email (rreeson@millerthomson.com); (snorris@millerthomson.com) |
| Canada Revenue Agency | | Canada Revenue Agency Department of Justice (Canada) 300, 10423 – 101 Street NW Edmonton, AB T5H 0E | Fax (1-866-219-0311) and Email (george.body@justice.gc.ca) |

Schedule "B"

COURT FILE NUMBER: 2003 11578

COURT: COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: SERVUS CREDIT UNION LTD.

DEFENDANTS: BLACK KNIGHT INN LTD., BKI
HOLDINGS LTD., MANWOOD
HOLDINGS LTD., and KENNETH
RONALD MANDRUSIAK

DOCUMENT: **APPROVAL AND
VESTING ORDER**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 839-58/JHH

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED: September 22, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

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

UPON THE APPLICATION of MNP Ltd., in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Black Knight Inn Ltd., BKI Holdings Ltd. and Manwood Holdings Ltd. (collectively the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by the Asset and Real Estate Purchase Agreement (the "**Agreement**") between the Receiver and Akoa Investments Ltd.

(the “**Purchaser**”) included in the confidential addendum (the “**Confidential Addendum**”) to the Second Report of the Receiver (the “**Second Report**”), and vesting in the Purchaser (or its nominee) the Debtor’s right, title and interest in and to the assets described in the Agreement (the “**Purchased Assets**”);

AND UPON HAVING READ the Receivership Order dated August 7, 2020 (the “**Receivership Order**”), the Notice of Application for this Order, the Report, the Confidential Addendum, the Receiver’s Written Brief and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

The sales process relating to the Purchased Assets and all actions taken by the Receiver to date, as outlined in the Second Report, are hereby approved.

The Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders.

VESTING OF PROPERTY

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

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

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

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

(i) cancel existing Certificate of Title No. 012 248 575 and Certificate of Title No. 012 248 575 +1 for those lands and premises municipally described as 2929 50 Avenue, Red Deer, Alberta, and legally described as:

24. Firstly:
 - 25.
 26. PLAN 0123609
 27. BLOCK 14
 28. LOT 12
 29. EXCEPTING THEREOUT ALL MINES AND MINERALS
 30. AREA: 0.407 HECTARES (1.01 ACRES) MORE OR LESS
 - 31.
 32. Secondly:
 - 33.
 34. PLAN 4436TR
 35. BLOCK 14
 36. LOT 5
 37. CONTAINING 2.27 HECTARES(5.61 ACRES) MORE OR LESS
 38. EXCEPTING THEREOUT:
 39. HECTARES (ACRES) MORE OR LESS
 40. A) PLAN 0123609 SUBDIVISION 0.407 1.01
 41. EXCEPTING THEREOUT ALL MINES AND MINERALS
 - 42.
- (the “**Lands**”)

43.

(i) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, Akoa Investments Ltd.;

(ii) 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

(iii) 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 this Order against the existing Certificate of Title to the Lands;

(b) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

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 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.

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.

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

For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver’s Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted

against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

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.

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).

The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.

Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.

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).

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

MISCELLANEOUS MATTERS

Notwithstanding:

- (c) the pendency of these proceedings and any declaration of insolvency made herein;
- (d) 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;
- (e) any assignment in bankruptcy made in respect of the Debtor; and
- (f) the provisions of any federal or provincial statute:

44. 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.

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.

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.

Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

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

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

[https:// mnpdebt.ca/en/corporate/corporate-engagements/black-knight-inn](https://mnpdebt.ca/en/corporate/corporate-engagements/black-knight-inn)

and service on any other person is hereby dispensed with.

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

COURT FILE NUMBER: 2003 11578

COURT: COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: SERVUS CREDIT UNION LTD.

DEFENDANTS: BLACK KNIGHT INN LTD.,
BKI HOLDINGS LTD.,
MANWOOD HOLDINGS LTD.,
and KENNETH RONALD
MANDRUSIAK

DOCUMENT: **RECEIVER'S
CERTIFICATE**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attn: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 839-58/SRO

Clerk's Stamp

RECITALS

- A. Pursuant to an Order of the Honourable Justice D. Mah of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated August 7, 2020, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Black Knight Inn Ltd., BKI Holdings Ltd. and Manwood Holdings Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated September 22, 2021, the Court approved and authorized and empowered to execute an Asset and Real Estate Purchase Agreement (the "**Agreement**") between the Receiver and Akoa Investments Ltd. (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 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.
4. This Certificate was delivered by the Receiver at _____ on _____, 2021.

MNP Ltd., in its capacity as Receiver of the undertakings, property and assets of the Debtor, and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B" - Purchased Assets

The Lands (as defined in paragraph 6 of this Order) and the buildings and improvements located thereon and all Chattels (as defined in the Agreement as defined in this Order) used in connection therewith by the Debtor in the business known and operated as "The Black Knight Inn".

Schedule "C" – Encumbrances

As to the Firstly Lands:

- a) Mortgage No. 112 371 399
- b) Caveat No. 202 155 940

As to the Secondly Lands:

- a) Mortgage No. 112 409 460
- b) Caveat No. 112 409 461
- c) Postponement No. 112 409 462
- d) Postponement No. 112 414 157
- e) Mortgage No. 172 280 592
- f) Caveat No. 202 114 579

Schedule "D" – Permitted Encumbrances

As to the Firstly Lands:

- a) Utility Right of Way No. 2433UU
- b) Caveat No. 862 162 575
- c) Caveat No. 012 296 097

As to the Secondly Lands:

- a) Utility Right of Way No. 4328RI
- b) Utility Right of Way No. 2433UU
- c) Caveat No. 862 162 575
- d) Caveat No. 042 386 386

Schedule "C"

COURT FILE NUMBER: 2003 11578

COURT: COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: SERVUS CREDIT UNION LTD.

DEFENDANTS: BLACK KNIGHT INN LTD., BKI HOLDINGS LTD., MANWOOD HOLDINGS LTD., and KENNETH RONALD MANDRUSIAK

DOCUMENT: **RESTRICTED COURT ACCESS ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
 Barristers & Solicitors
 Patent & Trade-Mark Agents
 1700 Enbridge Centre
 10175 – 101 Street NW
 Edmonton, Alberta T5J 0H3
 Attention: Jeremy H. Hockin, Q.C.
 Phone: 780-423-8532
 Fax: 780-423-2870
 File No: 839-58/JHH

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED: September 22, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

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

UPON THE APPLICATION of MNP Ltd, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of Black Knight Inn Ltd., BKI Holdings Ltd. and Manwood Holdings Ltd. (collectively the “**Debtors**”) for a Restricted Court Access Order; **AND UPON HAVING READ** the Receivership Order dated August 7, 2020, the Notice of Application for this Order, the Second Report of the Receiver, including the Confidential Addendum thereto (the “**Confidential Addendum**”), the Notice to Media, the Receiver’s Written Brief and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.
2. The Confidential Addendum shall be kept sealed and confidential, and shall not form part of the public record, and the Clerk of the Court be and is hereby directed to seal the Confidential Addendum pending:
 - (a) The Receiver’s counsel writing the Clerk of the Court confirming that three (3) months have passed since all transactions that are described in the Second Report and the Asset Purchase Agreement contained in the Confidential Addendum have closed; or
 - (b) Further Order of this Court.
3. The Clerk of the Court is hereby directed to seal the Confidential Addendum in an envelope setting out the style of cause in the within Action and labelled:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS SEALED ON THE COURT FILE BY ORDER OF THE HONOURABLE MR. JUSTICE D. R. MAH PRONOUNCED SEPTEMBER 22, 2021. THE ENVELOPE IS NOT TO BE OPENED BY ANY PERSON OTHER THAN A JUSTICE OF THE COURT OF QUEEN’S BENCH PENDING THE RECEIVER’S COUNSEL WRITING TO THE CLERK OF THE COURT CONFIRMING THAT THREE (3) MONTHS HAVE PASSED SINCE ALL TRANSACTIONS THAT ARE DESCRIBED IN THE ENCLOSED

CONFIDENTIAL MATERIALS HAVE CLOSED OR FURTHER ORDER OF THE COURT.

4. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
and
 - (b) Posting a copy of this Order on the Receiver's website at:
<https://mnpdebt.ca/en/corporate/corporate-engagements/black-knight-inn>
and service on any other person is hereby dispensed with.
5. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

Rayne Prins

From: CommercialCoordinator QBEdmonton
<CommercialCoordinator.QBEdmonton@albertacourts.ca>
Sent: September 3, 2021 10:53 AM
To: crickards@jmmlawrd.ca; george.body@justice.gc.ca; rreeson@millerthomson.com;
Jeremy H. Hockin; Rayne Prins; cwarren@warrensinclair.com
Cc: QBEdmonton CommercialCoordinator
Subject: Webex Confirmation 2003 11578 - SERVUS CREDIT UNION LTD. v. BLACK KNIGHT INN LTD. - Sep 22, 2021 02:00 PM - MAH, J - Confirmed

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL EMAIL: This has originated from outside of Parlee McLaws LLP, all links and content should be examined before responding]

Counsel: Please ensure that all relevant parties have received Webex information.

Virtual Courtroom 86 has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom86>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

If you are a non-lawyer attending this hearing remotely, **you must** complete the undertaking located here:
<https://www.albertacourts.ca/qb/resources/announcements/undertaking-and-agreement-for-non-lawyers>

For more information relating to Webex protocols and procedures, please visit: <https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the "Cisco Webex Meetings" App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

Thank you,

Brent Dufault

Commercial Duty Coordinator

Court of Queen's Bench - Alberta

Calgary Courts Centre

N24-47 601 - 5 Street SW

Calgary, AB T2P 5P7

Edmonton Email: CommercialCoordinator.QBEdmonton@albertacourts.ca

Calgary Email: CommercialCoordinator.QBCalgary@albertacourts.ca

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