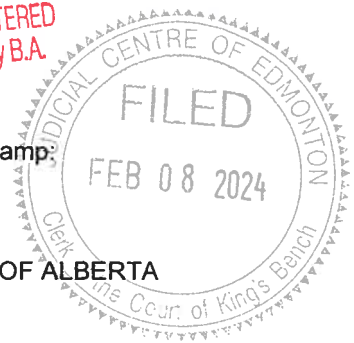


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by B.A.

Clerk's stamp



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JUDICIAL CENTRE

EDMONTON

PLAINTIFF

SERVUS CREDIT UNION LTD.

DEFENDANTS

**CHATEAU INN LTD., BECA INTERNATIONAL LTD.,
ALBERT DAVID MESSIER, THE ESTATE OF
ALBERT DAVID MESSIER, and JOHN or JANE DOE
as the Litigation Representative of THE ESTATE OF
ALBERT DAVID MESSIER**

DOCUMENT

**ORDER FOR FINAL DISTRIBUTION, APPROVAL OF
RECEIVER'S FEES AND DISBURSEMENTS,
APPROVAL OF RECEIVER'S ACTIVITIES AND
DISCHARGE OF RECEIVER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

Dentons Canada LLP
Barristers & Solicitors
2500 Stantec Tower
10220 – 103 Avenue NW
Edmonton, Alberta T5J 0K4
Ph. (780) 423-7284 Fx. (780) 423-7276
File No.: 415944-20
Attention: Dean A. Hitesman / Kurtis P. Letwin

DATE ON WHICH ORDER WAS PRONOUNCED: February 7, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice T. Neilson

UPON THE APPLICATION of MNP Ltd. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Chateau Inn Ltd. (the "**Debtor**") for an Order for the final distribution of proceeds, approval of the Receiver's fees and disbursements, approval of the Receiver's activities, and discharge of the Receiver; AND UPON having read the Receiver's Second Report dated January 26, 2024 (the "**Receiver's Second Report**") and the Affidavit of Eric Sirrs sworn January 22, 2024; AND UPON hearing submissions from counsel for the Receiver and such other parties as may be present in person or by counsel; AND UPON being satisfied that it is appropriate to do so; IT IS HEREBY ORDERED THAT:

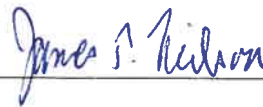
1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. The Receiver's accounts for fees and disbursements, as set out in Exhibit "A" to the Affidavit of Eric Sirrs sworn January 22, 2024, are hereby approved without the necessity of a formal passing of its accounts.

3. The accounts for fees and disbursements of the Receiver's legal counsel, Dentons Canada LLP ("**Dentons**"), as set out in Schedule 4 to the Receiver's Second Report is hereby approved without the necessity of a formal assessment of their respective accounts.
4. The Receiver is hereby authorized to withhold the amount of \$15,000.00 for anticipated fees and disbursements of the Receiver and for anticipated fees and disbursements of its legal counsel, Dentons, to conclude the administration of the Receivership.
5. The Receiver is hereby authorized to withhold the amount of \$20,000.00 for any unforeseen remaining expenses relating to the administration of the estate of the Debtor.
6. The Receiver's activities as set out in the Receiver's Second Report and in all of its other reports filed herein, including the proposed Statement of Receipts and Disbursements, as attached to the Receiver's Second Report, are hereby ratified and approved.
7. The Receiver is authorized and directed to make the following distributions:
 - (a) Receiver's fees and disbursements up to and including January 19, 2024 and the legal fees and disbursements of the Receiver's legal counsel, Dentons, up to and including December 31, 2023 as outlined in the Receiver's Second Report;
 - (b) Receiver's anticipated fees and disbursements and anticipated fees and disbursements of the Receiver's independent legal counsel, Dentons, to a maximum collectively of \$15,000.00 to conclude the administration of the Receivership;
 - (c) \$20,000.00 to address any unforeseen remaining expenses relating to the administration of the estate of the Debtor;
 - (d) \$19,070.33 as the final payment to CRA in respect of CRA's deemed trust source deduction claim;
 - (e) Up to \$5,000.00, or such other amount proven by Service Canada, in relation to its claim pursuant to section 81.4 of the *Bankruptcy and Insolvency Act*;
 - (f) \$1,100,000.00, as payment to Servus as the primary secured creditor of the Debtor; and
 - (g) If any residual surplus funds remain after the distribution as contemplated in paragraph ~~6(b)~~ herein, such residual surplus funds shall be payable to Servus.
1(c)
8. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any in fraud, gross negligence or willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.
9. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on notice to the Receiver, and upon such terms as this Court may direct.

10. Upon the Receiver filing with the Clerk of the Court a sworn Affidavit of a licensed Trustee employed by the Receiver confirming that:
- (a) all matters set out in paragraph 7 of this Order have been completed;
 - (b) returning all books and records to the Debtor that are not required for the administration of the Receivership to the principal of the Debtor, or alternatively, the Receiver has disposed of all books and records of the Debtor upon expiration of the required notice period (see paragraph 11 below); and
 - (c) the submission of a final statutory report to the Office of the Superintendent of Bankruptcy pursuant to section 246(3) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
- (collectively, the "Remaining Duties");

then the Receiver shall be discharged as Receiver of the Debtor, provided however, that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the Receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.

11. The Receiver shall provide the Director(s) of the Debtor 30 days' written notice to retrieve the books and records of the Debtor, after which time the Receiver shall be authorized to dispose of the said books and records without further notice.
12. This Order must only be served upon those interested parties attending or represented at the within Application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
13. Service of this Order on any party not attending this Application is hereby dispensed with.



Justice of the Court of King's Bench of Alberta