

Clerk's stamp:

COURT FILE NUMBER 2203-09349

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF **BANK OF MONTREAL**

DEFENDANTS **GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., 2012613 ALBERTA LTD., and NEIL GILLARD.**

DOCUMENT APPROVAL AND VESTING ORDER (Sale Approval and Vesting and Approval of Receiver's Fees and Activities)

APPLICANT **MNP LTD. in its capacity as Receiver of GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., and 2012613 ALBERTA LTD.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
DLA Piper (Canada) LLP
Suite 2700, Stantec Tower
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Edmonton, AB, Canada T5J 0K4
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Attention: Jerritt R. Pawlyk / Kevin Hoy
jerritt.pawlyk@dlapiper.com
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DATE ON WHICH ORDER WAS PRONOUNCED:	May 21, 2024
LOCATION WHERE ORDER WAS PRONOUNCED:	Edmonton Law Courts, Edmonton, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	Justice D. Mah

UPON THE APPLICATION of MNP Ltd. in its capacity as the Court appointed receiver (the "**Receiver**") of the real and personal property of Gill's Vacuum Service Ltd. ("**Gill's**"), One Earth Environmental Solutions Inc., and 2012613 Alberta Ltd.(collectively, the "**Debtor**") for an order approving the proposed auction sale (the "**Auction Sale**") of certain Lands (as defined below) belonging to Gill's by LFC Marketing Services, Inc. ("**LFC**") in accordance with an agreement (the "**Auction Agreement**") between the Receiver and LFC, and vesting right, title and interest in and to the Lands to the end purchaser or purchasers (the "**Purchaser**"); **AND UPON HAVING READ** the Receivership Order, dated November 18, 2022, the First Report of the Receiver, dated May 13, 2024, (the "**First Report**") the Fee Affidavit of Kristin Gray, dated May 13, 2024, (the "**Fee Affidavit**") and an Affidavit of Service, all filed; AND UPON HEARING the submissions of counsel for the Receiver, counsel for the Bank of Montreal and any other party present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the Receiver's notice Application and materials filed therewith is declare to be good an sufficient and the time for service of the Receiver's Application is abridged to that actually given.

APPROVAL OF AUCTION SALE

2. The Auction Sale of titles to the Lands pursuant to the Auction Agreement appearing at Confidential Appendix 4 to the First Report is hereby approved.
3. The Receiver's entry into the Auction Agreement is hereby authorized and the Receiver is further authorized and directed to take any such additional steps and to execute such additional documents as may be necessary or desirable for the completion of the Auction Sale and the conveyance of the Lands to the Purchaser.

VESTING OF PROPERTY

4. Upon the delivery of a Receiver's certificate, substantially in the form of the certificate set out in Schedule "A" hereto (the "**Receiver's Closing Certificate**"), all of Gill's right, title and interest in and to the Lands shall vest absolutely in the name(s) of the Purchaser or any nominee thereof, free and clear of 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 imposed on the Lands 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 lines or claims of lien under the *Prompt Payment and Construction Lien Act* (Alberta);
- (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**") or appearing on the certificates of title to the Lands;

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

5. 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 Lands 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 Certificates of Title No. 942 173 353 and 012 358 946 for those lands and premises municipally described as 124 Main Street, Kinsella, Alberta, and 321 Main Street, Kinsella, Alberta and legally described as:

PLAN 1562W
BLOCK 5
LOTS 10 TO 12

and
PLAN 654NY
LOT B

(collectively, the "**Lands**")

(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), being the person named in paragraph 1 of the Receiver's Closing Certificate;

(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 Lands; and

(v) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Lands located in the Province of Alberta;

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 Lands 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 Lands is required for the due execution, delivery and performance by the Receiver of the Auction Agreement.

8. 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.
9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Lands (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Lands 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 Lands and may be asserted against the net proceeds from sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands 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 Lands 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. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Lands, and all persons or entities having any Claims of any kind whatsoever in respect of the Lands, 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 Lands, and to the extent that any such persons or entities remain in the possession or control of any of the Lands, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Lands, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Lands for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. 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).

APPROVAL OF RECEIVER'S FEES

14. The Receiver's accounts for fees and disbursements attached to the First Report and Fee Affidavit are fair and reasonable and are hereby approved without the necessity of a formal passing of its accounts.
15. The accounts of the Receiver's independent legal counsel, DLA Piper (Canada) LLP, for its fees and disbursements attached to the First Report and Fee Affidavit are fair and reasonable and are hereby approved without the necessity of a formal assessment of its accounts.

APPROVAL OF RECEIVER'S ACTIVITIES

16. The Receiver's activities as set out in the First Report are hereby ratified and approved.

APPROVAL OF RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

17. The Receiver's interim statement of receipts and disbursements for the period of November 18, 2022, to May 7, 2024, as set out in the First Report are hereby ratified and approved.

MISCELLANEOUS MATTERS

18. 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.

19. 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.

20. 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.

21. 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/gills-vacuum-service-ltd>

and service on any other person is hereby dispensed with.

22. 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 King's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

Clerk's stamp:

COURT FILE NUMBER	2203-09349
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	BANK OF MONTREAL
DEFENDANTS	GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., 2012613 ALBERTA LTD., and NEIL GILLARD.
DOCUMENT	RECEIVER'S CERTIFICATE
APPLICANT	MNP LTD. in its capacity as Receiver of GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., 2012613 ALBERTA LTD., and NEIL GILLARD.
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DLA Piper (Canada) LLP Suite 2700, Stantec Tower 10220 – 103 rd Ave NW Edmonton, AB, Canada T5J 0K4 Ph: 780.429.6835 Fx: 780.670.4329 Attention: Jerritt R. Pawlyk / Kevin Hoy jerritt.pawlyk@dlapiper.com kevin.hoy@dlapiper.com

RECITALS

- A. Pursuant to an Order of the Honourable Justice J.A. Fagnan of the Court of King's Bench of Alberta, Judicial Centre of Edmonton (the "**Court**") dated November 18, 2022, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Gill's Vacuum Service Ltd. ("**Gill's**"), One Earth Environmental Solutions Inc., 2012613 Alberta Ltd., and Neil Gillard (collectively, the "**Debtor**").
- B. Pursuant to an Order of the Court dated **May 21, 2024**, (the "**Sale Approval and Vesting Order**") the Court approved the Auction Sale (as defined in the Sale Approval and Vesting Order) of the Lands (as defined in the Sale Approval and Vesting Order) to be facilitated by LFC Marketing Services, Inc. ("**LFC**") and provided for the vesting of the Lands to the end purchaser or purchasers (the "**Purchaser**") after LFC completes the Auction Sale of the Debtors' right, title and interest in and to the Lands, which vesting is to be effective with respect to the Lands upon the delivery by the Receiver to LFC of a certificate confirming: (i)

the payment by the Purchasers of the purchaser price (the "Purchase Price") for the Lands; and (ii) that the Auction Sale has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Auction Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee), being _____, has paid and the Receiver has received the Purchase Price for the Lands payable on the Closing Date pursuant to the Auction Agreement;
2. The conditions to Closing as set out in the Auction 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 _____.

MNP LTD. in its capacity as Receiver of the undertakings, property and assets of Gill's Vacuum Service Ltd., One Earth Environmental Solutions Inc., and 2012613 Alberta Ltd., and not in its personal capacity.

Per: _____

Name: Kristin Gray, CPA, CA, CIRP, LIT

Title: Senior Vice-President

Schedule "C"
Encumbrances

Title: 654NY;;B

Encumbrance:

	Registration Number	Date	Particulars
1.	162 218 516	11/08/2016	MORTGAGE MORTGAGEE - BANK OF MONTREAL.
2.	212 239 117	29/10/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - BANK OF MONTREAL

Title: 1562W;5;10-12

Encumbrance:

	Registration Number	Date	Particulars
1.	162 218 516	11/08/2016	MORTGAGE MORTGAGEE - BANK OF MONTREAL.
2.	212 239 117	29/10/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - BANK OF MONTREAL

Schedule "D"
Permitted Encumbrances

Title: 654NY;;B

Encumbrance:

	Registration Number	Date	Particulars
1.	5399KU	23/10/1957	CAVEAT CAVEATOR - ATCO GAS AND PIPELINES LTD.
2.	022 187 931	29/05/2002	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
3.	052 354 598	23/08/2005	DISCHARGE OF UTILITY RIGHT OF WAY 022187931 PARTIAL EXCEPT AS TO PORTION DESCRIBED

CAN: 52644270.1