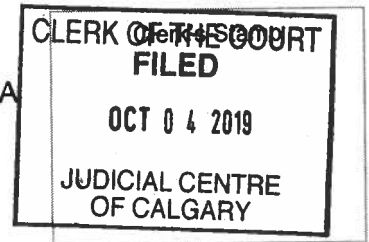


COURT FILE NUMBER 1901-09336
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF BANK OF MONTREAL
DEFENDANTS RED ANCHOR RANCHES INC., TURNER TECHNICAL SERVICES LTD., KARLA TURNER, and WILLIAM TURNER
DOCUMENT APPLICATION
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McCARTHY TÉTRAULT LLP
Suite 4000, 421 - 7 Avenue S.W.
Calgary, AB T2P 4K9
Attention: Sean Collins / Walker W. MacLeod
Phone: 403-260-3531 / 3701
Fax: 403-260-3501
Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca



NOTICE TO RESPONDENT(S)

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

You have the right to state your side of this matter before the master/judge.

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

Date: October 10, 2019
Time: 10:30 a.m.
Where: Calgary Courts Centre
Before Whom: The Honourable Justice C. Dario

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

Remedy claimed or sought: MNP Ltd., in its capacity as the court-appointed receiver and manager (the "Receiver") of the current and future assets, undertakings and properties (collectively, the "Receivership Property") of Red Anchor Ranches Inc. (the "Debtor") pursuant to the Consent Receivership Order, granted by the Honourable Justice B.E.C. Romaine on July 11, 2019 (the "Receivership Order"), in the within proceedings (the "Proceedings") applies for various Orders, substantially in the forms attached as Schedule "A" (the "Fee and Conduct Approval Order"), Schedule "B" (the "Distribution Order"), Schedule "C" (the "Sale Approval and Vesting Order"), and Schedule "D" (the "Claims Process Order") hereto:

Service

1. If necessary, declaring that the time for service of this application (the “**Application**”) and the First Report of the Receiver, dated October 4, 2019 (the “**First Report of the Receiver**”), is abridged, that the Application is properly returnable on October 10, 2019, that service of the Application and the First Report of the Receiver on the service list is good and sufficient, and that no persons other than those on the service list are entitled to service of the First Report of the Receiver, the Application, or any orders arising therefrom.

Fee Approval

2. Approving the interim accounts of the Receiver and its legal counsel to date in respect of the Debtor.

Approval of Receiver’s Actions

3. Approving the actions and conduct of the Receiver, as set out in the First Report of the Receiver and the Confidential Supplement to the First Report of the Receiver (the “**Confidential Supplement**”).

Authorizing the BMO Distribution

4. Authorizing the Receiver to make distributions of the Receivership Property or any proceeds received from the disposition of the Receivership Property to the Bank of Montreal (“**BMO**”) and to any other persons who hold valid and enforceable security interests in respect of the Receivership Property in priority to BMO.

Approval of the PSA

5. Approving the Offer to Purchase and Purchase and Sale Agreement, dated October 4, 2019, unexecuted, between the Debtor, by and through the Receiver, in its capacity as the court-appointed receiver and manager of the Debtor, as vendor, and 1717868 Alberta Inc. (the “**Purchaser**”), as purchaser, attached as Schedule “1” (the “**PSA**”) to the Confidential Supplement (a copy of the PSA with the purchase price redacted is attached as Schedule “2” to the First Report of the Receiver), and the sale, transfer, and assignment of the Property (as defined in the PSA), and the transfer, and vesting of the Property to the Purchaser, and authorizing the Receiver to execute and deliver the PSA to the Purchaser and to take any and all such steps as the

Receiver determines necessary or advisable to close the transaction for the purchase and sale of the Property, as contemplated by the PSA.

6. Ordering and declaring that, effective immediately upon the Receiver filing certificates with this Honourable Court (the “**Receiver’s Certificates**”) confirming that all terms and conditions under the PSA and any and all modifications thereto have been either satisfied or waived and that the transactions contemplated by the PSA have otherwise been completed, to the satisfaction of the Receiver, all legal and beneficial ownership of and title to the Property shall vest in the Purchaser (or its designated assignee or nominee, to the extent permitted by the PSA), free and clear of any and all security interests (whether contractual, statutory, or otherwise), liens, executions, ownership interests, levies, charges, or other financial or monetary claims, whether or not they have been attached, registered, perfected, or filed, and whether secured, unsecured, liquidated, contingent, or absolute, but subject to the Permitted Encumbrances.

7. Ordering that the Debtor and any and all persons claiming through or under the Debtor and any other persons in possession of any or all of the Property to deliver up possession of the Property to the Purchaser or its assignee or nominee, upon the filing of the Receiver’s Certificates.

Vesting Provisions

8. Ordering and declaring that, notwithstanding the pendency of these proceedings or the provisions of any federal or provincial statute, the vesting provisions contained in the Sale Approval and Vesting Order attached as Schedule “**C**” hereto, concerning the assignment, sale, and transfer of the Property:

- (a) will not be void or voidable at the instance of creditors or claimants;
- (b) do not constitute and shall not be deemed to be a fraudulent preference, a fraudulent conveyance, a transfer at undervalue, or otherwise subject to challenge under the *Bankruptcy and Insolvency Act* (Canada), the *Fraudulent Preferences Act* (Alberta), or any other applicable federal or provincial legislation; and,
- (c) do not constitute and shall not be deemed to constitute conduct meriting an oppression remedy.

Approving the Claims Process

9. Approving the claims process attached as Appendix “**A**” to the proposed form of Claims Process Order at Schedule “**D**” hereto (the “**Claims Process**”) for determining the claims against

the Debtor and authorizing and directing the Receiver to implement the Claims Process and to take any and all such actions as the Receiver determines necessary or advisable to complete the various steps contemplated in the Claims Process.

10. Granting the Receiver leave to apply to this Honourable Court to amend, vary, or seek advice and directions with respect to the Claims Process.

Sealing the Confidential Supplement

11. Sealing the Confidential Supplement, on the Court file, until the filing of the Receiver's Certificates.

Miscellaneous Matters

12. Ordering and declaring that service of any 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.

13. Such further and other relief as counsel for the Receiver may advise and this Honourable Court considers to be just and appropriate in the circumstances.

Grounds for Making this Application: The grounds for the Application are as follows:

Background

14. The Receiver was appointed as the receiver and manager of the Receivership Property, pursuant to the Receivership Order.

15. Pursuant to the Receivership Order, the Receiver is empowered and authorized to sell the Receivership Property or any parts thereof:

- (a) without the approval of this Honourable Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and,
- (b) with the approval of this Honourable Court in respect of any transaction in excess of such amounts.

16. Pursuant to the Receivership Order, the Receiver is expressly authorized and empowered to apply, on behalf of the Debtor, to cause the Debtor to take such steps as may be necessary or desirable to restructure its affairs and to settle, extend, or compromise any indebtedness owing to or by the Debtor.

17. The Receiver has entered into the PSA. The PSA is conditional on, *inter alia*, the approval of this Honourable Court. The Purchaser's offer is unconditional, subject only to Court approval. The PSA is conditional on the vendor's conditions as set out in Articles 5.1(f), (g), and (h) thereto, including: receipt of a postponement of the mortgage held by Barry and Shelley Turner; receipt of a personal guarantee from Bill Turner with respect to any outstanding personal debt that may remain owing from the Purchaser following the distribution of all available funds following the Closing Date (as defined in the PSA); and, receipt of written confirmation from Bill Turner, in a form acceptable to the Receiver, that he supports and has no objection to the PSA.

18. The PSA contemplates the sale of all of the Debtor's material assets to the Purchaser.

19. A significant portion of the Property was extensively marketed prior to the commencement of these Proceedings, the particulars of which are detailed in the First Report of the Receiver. The Receiver has obtained numerous appraisals and consulting or marketing opinions with respect to the Property and in connection with the PSA.

20. The Bank of Montreal, the senior secured creditor of the Debtor, supports the approval of the PSA. Barry and Shelley Turner, the only other secured creditors of the Debtor, support the approval of the PSA and have indicated they will enter into a postponement agreement in order to facilitate the closing of the transaction contemplated by the PSA. Additionally, the Debtor's principals support the approval of the PSA and Bill Turner, a principal of the Debtor, has indicated he will provide a personal guarantee in order to facilitate the closing of the transaction contemplated by the PSA.

21. The Claims Process Order contemplates a "positive" claims process for any and all creditors of the Debtor, other than those creditors with Excluded Claims. The Debtor's creditors will submit Proofs of Claim in respect of their claims and their claims will be accepted, revised, or disallowed, and subsequently (if necessary) adjudicated upon.

22. The material dates associated with the Claims Process are as follows:

- (a) Forms shall be posted on the Receiver's website as soon as practicable after the granting of the Claims Process Order;
- (b) The Receiver shall mail the Proofs of Claim to the last known address of all known creditors on or before October 17, 2019;
- (c) A newspaper advertisement in the Calgary Herald, and any other newspaper the Receiver considers advisable, shall be publicized on or before October 17, 2019;
- (d) Proofs of Claim in respect of creditors who wish to assert a Claim shall be required to do so and submit such completed Proofs of Claim by November 18, 2019;
- (e) In the event that a submitted Proof of Claim is not accepted, a notice revising or disallowing the Proof of Claim shall be sent by November 25, 2019; and,
- (f) Any creditor who receives a notice of revision or disallowance and wishes to dispute the quantum or classification set forth herein shall send a Notice of Dispute to the Receiver within ten days after receipt of the notice of revision or disallowance by the creditor.

23. The Claims Process is fair, reasonable and in the best interests of the various stakeholders of the Debtor.

24. The Receiver's legal counsel has reviewed the BMO security and provides an opinion that, subject to the standard and customary qualifications, assumptions and limitations, the security of BMO over the assets, property and undertakings is valid and enforceable. It is therefore appropriate to authorize distribution to BMO subject only to the Receiver's Charge and Receiver's Borrowings Charge (as each is defined in the Receivership Order).

25. The Confidential Supplement contains certain information concerning the PSA, the Property, and certain commercially sensitive information related thereto, including, *inter alia*, the PSA purchase price. The public disclosure and dissemination of the information in the Confidential Supplement would cause serious and irreparable harm to the estate of the Debtor and its stakeholders. The limited sealing provision that the Receiver seeks on the Application, in respect of the Confidential Supplement, is a fair and reasonable method of addressing the serious and irreparable harm that would result, if the Confidential Supplement were publicly disseminated.

26. Such further and other considerations as counsel may advise and this Honourable Court considers just and appropriate in the circumstances.

Affidavit or other Evidence and Materials to be used in Support of this Application:

27. The First Report of the Receiver, filed.

28. The Confidential Supplement, unfiled.

29. The materials previously filed in these proceedings.

30. Such further and other evidence or materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

31. Rules 6.3, 6.9, 6.28 and 11.27 of the *Alberta Rules of Court*, Alta. Reg. 124/2010.

32. Such further and other rules as counsel for the Receiver may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

33. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.

34. *Judicature Act*, RSA 2000, c J-2.

35. Such further and other acts and regulations as counsel for the Receiver may advise and this Honourable Court may permit.

Any Irregularity Complained of or Objection Relied On:

36. There are no irregularities complained of or objections relied on.

How the Application is Proposed to be Heard or Considered:

37. The Receiver proposes that this Application be heard in person with one, some, or all of the parties present.

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" TO THE APPLICATION
FEE AND CONDUCT APPROVAL AND SEALING ORDER**

COURT FILE NUMBER	1901-09336	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	RED ANCHOR RANCHES INC., TURNER TECHNICAL SERVICES LTD., KARLA TURNER, and WILLIAM TURNER	
DOCUMENT	ORDER (Approval of Fees, Receiver's Actions and Sealing Order)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Suite 4000, 421 - 7 Avenue S.W. Calgary, AB T2P 4K9 Attention: Sean Collins / Walker W. MacLeod Phone: 403-260-3531 / 3701 Fax: 403-260-3501 Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca	

DATE ON WHICH ORDER WAS PRONOUNCED: **October 10, 2019**
LOCATION OF HEARING OR TRIAL: **Calgary, Alberta**
NAME OF JUDGE WHO MADE THIS ORDER: **Honourable Justice C. Dario**

UPON the application (the "**Application**") of MNP Ltd. (the "**Receiver**"), in its capacity as the court-appointed receiver and manager of the current and future assets, undertakings and properties of Red Anchor Ranches Inc. (the "**Debtor**") pursuant to the Consent Receivership Order granted on July 11, 2019 (the "**Receivership Order**"), in the within proceedings (the "**Proceedings**"); **AND UPON** reading the First Report of the Receiver, dated October 4, 2019 (the "**First Receiver's Report**"), filed; **AND UPON** reading the Confidential Supplement to the First Receiver's Report, dated October •, 2019 (the "**Confidential Supplement**"), unfiled; **AND UPON** reading the Affidavit of Service of Katie Doran, sworn on October 4, 2019 (the "**Service Affidavit**"), filed; **AND UPON** hearing counsel for the Receiver and for any other parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application and the First Report of the Receiver is abridged, the Application is properly returnable today, service of the Application and the First Report of the Receiver on the service list, in the manner described in the Service Affidavit, is good and sufficient, and no persons other than those listed on the service list (the “**Service List**”) attached as an exhibit to the Service Affidavit, are entitled to service of the Application or the First Report of the Receiver.

FEE APPROVAL

2. The Receiver’s interim accounts for fees and disbursements in respect of the Debtor for the period July 11, 2019 to September 30, 2019 (in the amount of \$96,800) are hereby approved without the necessity of a formal passing of accounts.

3. The interim accounts of the Receiver’s legal counsel, McCarthy Tétrault LLP, for its fees and disbursements in respect of the Debtor for the period July 11, 2019 to September 30, 2019 (in the amount of \$63,500) are hereby approved without the necessity of a formal assessment of its accounts.

APPROVAL OF RECEIVER’S ACTIONS

4. The reported actions of the Receiver to date in administering these receivership proceedings are hereby approved and ratified, provided that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals.

SEALING

5. Part 6, Division 4 of the Alberta Rules of Court does not apply to the Application and the Clerk of the Court is hereby directed to seal the Confidential Supplement, on the Court file, until the filing of the Receiver’s Certificates (as defined in and contemplated by the Approval and Vesting Order (Sale by receiver) made in connection with the Application). The Confidential Supplement shall be sealed and filed in an envelope containing the following endorsement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE FIRST REPORT OF THE RECEIVER, DATED OCTOBER ●, 2019. THE CONFIDENTIAL SUPPLEMENT TO THE FIRST REPORT OF THE RECEIVER IS SEALED PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE C. DARIO, DATED OCTOBER 10, 2019, AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE UNTIL THE FILING OF THE RECEIVER'S CERTIFICATES REFERRED TO THEREIN.

6. Any person may apply, on reasonable notice to the Receiver and any other persons likely to be affected, to vary or amend the terms of paragraph 5 of this Order.
7. Service of this Order on the Service List by email, facsimile, registered mail, courier, or personal delivery shall constitute good and sufficient service of this Order, and no persons other than the persons listed on the Service List are entitled to be served with a copy of this Order. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
8. Service of this Order on any party not attending this application is hereby dispensed with.

J.C.C.Q.B.A.

**SCHEDULE "B" TO THE APPLICATION
DISTRIBUTION ORDER**

COURT FILE NUMBER	1901-09336	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	RED ANCHOR RANCHES INC., TURNER TECHNICAL SERVICES LTD., KARLA TURNER, and WILLIAM TURNER	
DOCUMENT	ORDER (Distribution)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Suite 4000, 421 - 7 Avenue S.W. Calgary, AB T2P 4K9 Attention: Sean Collins / Walker W. MacLeod Phone: 403-260-3531 / 3701 Fax: 403-260-3501 Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca	

DATE ON WHICH ORDER WAS PRONOUNCED: **October 10, 2019**

LOCATION OF HEARING OR TRIAL: **Calgary, Alberta**

NAME OF JUDGE WHO MADE THIS ORDER: **Honourable Justice C. Dario**

UPON the application (the "**Application**") of MNP Ltd. (the "**Receiver**"), in its capacity as the court-appointed receiver and manager of the current and future assets, undertakings and properties (collectively, the "**Property**") of Red Anchor Ranches Inc. (the "**Debtor**") pursuant to the Consent Receivership Order granted on July 11, 2019 (the "**Receivership Order**"), in the within proceedings (the "**Proceedings**"); **AND UPON** reading the First Report of the Receiver, dated October 4, 2019 (the "**First Receiver's Report**"), filed; **AND UPON** reading the Confidential Supplement to the First Receiver's Report, dated October ●, 2019 (the "**Confidential Supplement**"), unfiled; **AND UPON** reading the Affidavit of Service of Katie Doran, sworn on October 4, 2019 (the "**Service Affidavit**"), filed; **AND UPON** hearing counsel for the Receiver and for any other parties who may be present;

1. The time for service of the Application and the First Receiver's Report is abridged, the Application is properly returnable today, service of the Application and the First Receiver's Report on the service list, in the manner described in the Service Affidavit, is good and sufficient, and no

persons other than those listed on the service list (the "**Service List**") attached as an exhibit to the Service Affidavit, are entitled to service of the Application or the First Receiver's Report.

2. The security interest granted by the Debtor to the Bank of Montreal ("**BMO**") over the Property is valid and enforceable and, subject only to the charges contained in the Receivership Order, holds priority over any and all claims, estates, rights, title, interests, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, writs of execution, options, agreements, disputes, debts, encumbrances, or other rights, limitations or restrictions of any nature whatsoever, or any other contractual, financial or monetary claims of any nature whatsoever, whether or not any of the foregoing have attached or been perfected, registered or filed, and whether secured, unsecured or otherwise.

3. The Receiver is authorized and empowered, immediately and from time to time hereafter as the Receiver determines appropriate and subject only to the charges contained in the Receivership Order, to make distributions to BMO in an amount sufficient to irrevocably repay all indebtedness, liabilities and obligations owing by the Debtor to BMO, including, without limitation, all principle, interest, fees owing to BMO, all costs and expenses incurred by BMO and all legal fees and costs charged to BMO on a solicitor and own client, full indemnity basis.

4. Service of this Order on the Service List by email, facsimile, registered mail, courier, or personal delivery shall constitute good and sufficient service of this Order, and no persons other than the persons listed on the Service List are entitled to be served with a copy of this Order. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

J.C.Q.B.A.

**SCHEDULE "C" TO THE APPLICATION
SALE APPROVAL AND VESTING ORDER**

COURT FILE NUMBER	1901-09336	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	RED ANCHOR RANCHES INC., TURNER TECHNICAL SERVICES LTD., KARLA TURNER, and WILLIAM TURNER	
DOCUMENT	APPROVAL AND VESTING ORDER (Sale by Receiver)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Suite 4000, 421 - 7 Avenue S.W. Calgary, AB T2P 4K9 Attention: Sean Collins / Walker W. MacLeod Phone: 403-260-3531 / 3701 Fax: 403-260-3501 Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca	

DATE ON WHICH ORDER WAS PRONOUNCED: **October 10, 2019**
LOCATION OF HEARING OR TRIAL: **Calgary, Alberta**
NAME OF JUDGE WHO MADE THIS ORDER: **Honourable Justice C. Dario**

UPON THE APPLICATION BY MNP Ltd. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Red Anchor Ranches Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by the Offer to Purchase and Purchase and Sale Agreement (the "**Sale Agreement**") between the Receiver and 1717868 Alberta Inc. (the "**Purchaser**") dated October 4, 2019 and appended as Schedule "1" to the Confidential Supplement to the First Report of the Receiver dated October 4, 2019 (the "**Confidential Supplement**" and the "**Report**", respectively) (a copy of the PSA with the purchase price redacted is attached as Schedule "2" to the Report), and vesting in the Purchaser (or its nominee) the Debtor's right, title, and interest in and to the property and assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated July 11, 2019 (the "**Receivership Order**"), the Report, and the Affidavit of Service of Katie Doran, sworn on October 4, 2019 (the "**Service Affidavit**"), all filed; **AND UPON** having read the Confidential

Supplement, unfiled; **AND UPON HEARING** the submissions of counsel for the Receiver, ●, no one appearing for any other person on the service list, although properly served as appears from the Service Affidavit, filed;

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, 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 THE TRANSACTION

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

VESTING OF THE PROPERTY

3. 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 identified in the Receiver's Closing Certificate 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 "B" 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 "C" (collectively, "**Permitted Encumbrances**")),

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

4. Upon delivery of the Receiver's Certificates, 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 Certificates 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 Property 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 Nos. 151 066 995, 151 066 995 +1, 151 066 995 +2, 151 066 995 +3, 141 347 712, and 141 347 712 +1 for those lands and premises legally described as:

MERIDIAN 4 RANGE 1 TOWNSHIP 22
SECTION 22
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.3 HECTARES (159 ACRES) MORE OR LESS

MERIDIAN 4 RANGE 1 TOWNSHIP 22

SECTION 22
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.3 HECTARES (159 ACRES) MORE OR LESS

MERIDIAN 4 RANGE 1 TOWNSHIP 21
SECTION 33
QUARTER NORTH EAST
CONTAINING 64.3 HECTARES (159 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
PLAN NUMBER HECTARES (ACRES)
(MORE OR LESS)
PUBLIC WORKS ROAD 1011952 0.493 (1.22)
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 4 RANGE 1 TOWNSHIP 21
SECTION 33
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
PLAN NUMBER HECTARES (ACRES)
(MORE OR LESS)
PUBLIC WORKS ROAD 1011952 0.405 (1.00)
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 4 RANGE 12 TOWNSHIP 20
SECTION 9
QUARTER NORTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
PLAN NUMBER HECTARES (ACRES)
(MORE OR LESS)
ROAD WIDENING 7940JK 0.773 (1.92)
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

MERIDIAN 4 RANGE 12 TOWNSHIP 20
SECTION 9
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT THE ROAD WIDENING ON PLAN 7940JK
CONTAINING 1.65 ACRES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

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

- (ii) issue new Certificates of Title for the Lands in the name of the Purchaser (or its nominee), namely, 1717868 Alberta Inc.;

- (iii) transfer to the New Certificates of Title the existing instruments listed in Schedule “D”, to this Order, and to issue and register against the New Certificates 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 Certificates of Title to the Lands;

5. 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.

6. 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.

7. 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.

8. 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, on, 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.

9. 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.

10. 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).

11. 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.

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).

14. 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

15. 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.

16. The Receiver, the Purchaser (or its nominee), and any other interested party, shall be at liberty to apply for further advice, assistance and directions 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.

17. 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.

18. 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/engagements/red-anchor-ranches-inc>

and service on any other person is hereby dispensed with.

19. 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.

J.C.C.Q.B.A.

**SCHEDULE "A" TO THE ORDER (APPROVAL AND VESTING ORDER)
RECEIVER'S CERTIFICATE**

COURT FILE NUMBER	1901-09336
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	BANK OF MONTREAL
DEFENDANTS	RED ANCHOR RANCHES INC., TURNER TECHNICAL SERVICES LTD., KARLA TURNER, and WILLIAM TURNER



DOCUMENT RECEIVER'S CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Suite 4000, 421 - 7 Avenue S.W. Calgary, AB T2P 4K9 Attention: Sean Collins / Walker W. MacLeod Phone: 403-260-3531 / 3701 Fax: 403-260-3501 Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca
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RECITALS

A. Pursuant to an Order of the Honourable Justice B.E.C. Romaine of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), dated July 11, 2019, MNP Ltd. was appointed as the receiver and manager (the "**Receiver**") of the undertakings, property, and assets of Red Anchor Ranches Inc. (the "**Debtor**").

A. The Purchased Assets include:

a. ●.

B. Pursuant to an Order of the Court dated October 10, 2019 (the "**Sale Approval Order**"), the Court approved the Offer to Purchase and Purchase and Sale Agreement (the "**Sale Agreement**") between the Receiver and 1717868 Alberta Inc. (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 Article 5 of 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, terms with initial capitals 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 Article 5 of 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 **[Time]** on **[Date]**.

MNP Ltd., in its capacity as receiver and manager of the undertakings, property and assets of **RED ANCHOR RANCHES INC.**, and not in its personal or corporate capacity.

Per: _____
Name:
Title:

**SCHEDULE "B" TO THE ORDER (APPROVAL AND VESTING ORDER)
ENCUMBRANCES**

<u>REGISTRATION NUMBER</u>	<u>DATE (D/M/Y)</u>	<u>PARTICULARS</u>
141 347 713	19/12/2014	MORTGAGE MORTGAGEE – BARRY L TURNER MORTGAGEE – SHELLEY D TURNER BOTH OF: BOX 43 PATRICIA ALBERTA T1R1B3 ORIGINAL PRINCIPAL AMOUNT: \$800,000
151 066 997	09/03/2015	POSTPONEMENT OF MORT 141347713 TO MORT 151066996
151 066 996	09/03/2015	MORTGAGE MORTGAGEE – BANK OF MONTREAL 137-2 ST W BOX 1990 BROOKS ALBERTA T1R1C7 ORIGINAL PRINCIPAL AMOUNT: \$2,961,000
181 037 539	14/02/2018	MORTGAGE MORTGAGEE – BANK OF MONTREAL 137-2 ST W BOX 1990 BROOKS ALBERTA T1R1C7 ORIGINAL PRINCIPAL AMOUNT: \$3,245,000

**SCHEDULE "C" TO THE ORDER (APPROVAL AND VESTING ORDER)
PERMITTED ENCUMBRANCES**

<u>REGISTRATION NUMBER</u>	<u>DATE (D/M/Y)</u>	<u>PARTICULARS</u>
021 071 588	04/03/2002	CAVEAT RE: SURFACE LEASE CAVEATOR – THE CITY OF MEDICINE HAT ATTENTION: GENERAL MANAGER GAS UTILITY 364 KIPLING ST SE MEDICINE HAT ALBERTA T1A1Y4 AGENT – DAVID J PANABAKER
031 195 081	12/06/2003	UTILITY RIGHT OF WAY GRANTEE – THE CITY OF MEDICINE HAT
061 002 975	04/01/2006	DISCHARGE OF UTILITY RIGHT OF WAY 031195081 PARTIAL EXCEPT PLAN/PORTION: 0513359
021 071 590	04/03/2002	CAVEAT RE: SURFACE LEASE CAVEATOR – THE CITY OF MEDICINE HAT ATTENTION: GENERAL MANAGER GAS UTILITY 364 KIPLING ST SE MEDICINE HAT ALBERTA T1A1Y4 AGENT – DAVID J PANABAKER
741 022 420	12/03/1974	CAVEAT CAVEATOR – TORXEN ENERGY LTD. ATTN: SURFACE LAND DEPARTMENT P.O. BOX 20115 CALGARY ALBERTA T2P4J2 (DATA UPDATED BY: CHANGE OF NAME 051206865) (DATA UPDATED BY: TRANSFER OF CAVEAT 091372865) (DATA UPDATED BY: CHANGE OF ADDRESS 131175174) (DATA UPDATED BY: TRANSFER OF CAVEAT 181106978)
741 100 000	29/10/1974	IRRIGATION ORDER/NOTICE THIS PROPERTY IS INCLUDED IN THE EASTERN IRRIGATION DISTRICT
751 032 473	15/04/1975	UTILITY RIGHT OF WAY GRANTEE – DINOSAUR GAS CO-OP LTD.
761 007 352	21/01/1976	UTILITY RIGHT OF WAY GRANTEE – TORXEN ENERGY LTD.

		<p>ATTN: SURFACE LAND DEPARTMENT P.O. BOX 20115 CALGARY ALBERTA T2P4J2 AS TO PORTION OR PLAN: 7611260 "DISCHARGED EXCEPT 4.91 ACRES RW ON PLAN 7611270, BY 771079082 (DATA UPDATED BY: CHANGE OF NAME 051207865) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 091373022) (DATA UPDATED BY: CHANGE OF ADDRESS 131194741) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 181019817)</p>
941 258 178	04/10/1994	<p>CAVEAT RE: SURFACE LEASE CAVEATOR – TORXEN ENERGY LTD. ATTN: SURFACE LAND DEPARTMENT P.O. BOX 20115 CALGARY ALBERTA T2P4J2 (DATA UPDATED BY: CHANGE OF NAME 051200063) (DATA UPDATED BY: TRANSFER OF CAVEAT 091375397) (DATA UPDATED BY: CHANGE OF ADDRESS 131182375) (DATA UPDATED BY: TRANSFER OF CAVEAT 181112576)</p>
941 311 663	05/12/1994	<p>UTILITY RIGHT OF WAY GRANTEE – TORXEN ENERGY LTD. ATTN: SURFACE LAND DEPARTMENT P.O. BOX 20115 CALGARY ALBERTA T2P4J2 (DATA UPDATED BY: CHANGE OF NAME 051226664) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 091374468) (DATA UPDATED BY: CHANGE OF ADDRESS 131201430) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 181014598)</p>
951 205 902	12/09/1995	<p>DISCHARGE OF UTILITY RIGHT OF WAY 941311663 PARTIAL EXCEPT PLAN/PORION: 9511561</p>
991 292 205	07/10/1999	<p>IRRIGATION DISTRICT RESOLUTION BY – THE BOARD OF DIRECTORS OF THE EASTERN IRRIGATION DISTRICT. PART OF AN IRRIGABLE UNIT</p>

061 443 055	19/10/2006	CAVEAT RE: SURFACE LEASE UNDER 20 ACRES CAVEATOR – TORXEN ENERGY LTD. ATTN: SURFACE LEASE DEPARTMENT P.O. BOX 20115 CALGARY ALBERTA T2P4J2 (DATA UPDATED BY: TRANSFER OF CAVEAT 091376488) (DATA UPDATED BY: CHANGE OF ADDRESS 131172081) (DATA UPDATED BY: TRANSFER OF CAVEAT 181114958)
061 433 057	19/10/2006	CAVEAT RE: SURFACE LEASE UNDER 20 ACRES CAVEATOR – TORXEN ENERGY LTD. ATTN: SURFACE LEASE DEPARTMENT P.O. BOX 20115 CALGARY ALBERTA T2P4J2 (DATA UPDATED BY: TRANSFER OF CAVEAT 091376489) (DATA UPDATED BY: CHANGE OF ADDRESS 131172081) (DATA UPDATED BY: TRANSFER OF CAVEAT 181114958)
081 118 303	01/04/2008	UTILITY RIGHT OF WAY GRANTEE – TORXEN ENERGY LTD. ATTN: SURFACE LAND DEPARTMENT P.O. BOX 20115 CALGARY ALBERTA T2P2J2 (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 091369687) (DATA UPDATED BY: CHANGE OF ADDRESS 131192358) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 181021441)
081 122 406	03/04/2008	CAVEAT RE: SURFACE LEASE UNDER 20 ACRES CAVEATOR – TORXEN ENERGY LTD. ATTN: SURFACE LEASE DEPARTMENT P.O. BOX 20115 CALGARY ALBERTA T2P4J2 (DATA UPDATED BY: TRANSFER OF CAVEAT 091374187) (DATA UPDATED BY: CHANGE OF ADDRESS 131171342)

		(DATA UPDATED BY: TRANSFER OF CAVEAT 181115608)
131 116 527	21/05/2013	UTILITY RIGHT OF WAY GRANTEE – COUNTY OF NEWELL.
761 026 208	04/03/1976	CAVEAT CAVEATOR – TORXEN ENERGY LTD. ATTN: SURFACE LAND DEPARTMENT P.O. BOX 20115 CALGARY ALBERTA T2P4J2 (DATA UPDATED BY: CHANGE OF NAME 051207612) (DATA UPDATED BY: TRANSFER OF CAVEAT 091375026) (DATA UPDATED BY: CHANGE OF ADDRESS 131175906) (DATA UPDATED BY: TRANSFER OF CAVEAT 181109166)
001 034 428	04/02/2000	UTILITY RIGHT OF WAY GRANTEE – THE BOARD OF DIRECTORS OF THE EASTERN IRRIGATION DISTRICT.
051 358 629	26/09/2005	CAVEAT RE: SURFACE LEASE UNDER 20 ACRES CAVEATOR – TORXEN ENERGY LTD. ATTN: SURFACE LEASE DEPARTMENT P.O. BOX 20115 CALGARY ALBERTA T2P4J2 (DATA UPDATED BY: TRANSFER OF CAVEAT 091378600) (DATA UPDATED BY: CHANGE OF ADDRESS 131170728) (DATA UPDATED BY: TRANSFER OF CAVEAT 181116193)
061 042 703	27/01/2006	DISCHARGE OF UTILITY RIGHT OF WAY 001034428 PARTIAL EXCEPT PLAN/PORION: 0210769
061 127 491	29/03/2006	UTILITY RIGHT OF WAY GRANTEE – TORXEN ENERGY LTD. ATTN SURFACE LAND DEPT PO BOX 20115 CALGARY ALBERTA T2P4J2 (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 091376917) (DATA UPDATED BY: CHANGE OF ADDRESS 131190657)

		(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 181014091)
071 494 953	04/10/2007	UTILITY RIGHT OF WAY GRANTEE – THE EASTERN IRRIGATION DISTRICT
081 118 312	01/04/2008	UTILITY RIGHT OF WAY GRANTEE – TORXEN ENERGY LTD. ATTN SURFACE LAND DEPT PO BOX 20115 CALGARY ALBERTA T2P4J2 (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 091369687) (DATA UPDATED BY: CHANGE OF ADDRESS 131192358) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 181021441)
131 116 583	21/05/2013	UTILITY RIGHT OF WAY GRANTEE – COUNTY OF NEWELL.

**SCHEDULE "D" TO THE APPLICATION
CLAIMS PROCESS ORDER**

COURT FILE NUMBER	1901-09336	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	RED ANCHOR RANCHES INC., TURNER TECHNICAL SERVICES LTD., KARLA TURNER, and WILLIAM TURNER	
DOCUMENT	ORDER (Claims Process)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Suite 4000, 421 - 7 Avenue S.W. Calgary, AB T2P 4K9 Attention: Sean Collins / Walker W. MacLeod Phone: 403-260-3531 / 3701 Fax: 403-260-3501 Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca	

DATE ON WHICH ORDER WAS PRONOUNCED:	October 10, 2019
LOCATION OF HEARING:	Calgary, Alberta
NAME OF JUDGE WHO MADE THIS ORDER:	Honourable Justice C. Dario

UPON the application (the "**Application**") of MNP Ltd., in its capacity as court-appointed receiver and manager (the "**Receiver**") of Red Anchor Ranches Inc. (the "**Debtor**"), pursuant to the Order issued by the Honourable Justice B.E.C. Romaine under the *Bankruptcy and Insolvency Act* (Canada) on July 11, 2019 (the "**Receivership Order**"); **AND UPON** having read the Application, filed on October 4, 2019 (the "**Application**") and the First Report of the Receiver, dated October 4, 2019 (the "**First Receiver's Report**"), and the Affidavit of Service of Katie Doran, sworn on October 4, 2019 (the "**Service Affidavit**"), all filed; **AND UPON** reading the Confidential Supplement to the First Receiver's Report, dated October •, 2019 (the "**Confidential Supplement**"), unfiled; **AND UPON** hearing counsel for the Receiver and counsel present for other parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the Application and the Receiver's Report in the manner described in the Service Affidavit is good and sufficient and no persons other than those listed on the service list (the "**Service List**") attached as an exhibit to the Service Affidavit are entitled to receive notice of the Application or service of the Receiver's Report.

DEFINED TERMS

2. Capitalized terms used herein or not otherwise defined shall have the meaning ascribed hereto in the Claims Process attached as Appendix "**A**" hereto (the "**Claims Process**").

APPROVAL OF CLAIMS PROCESS

3. The Claims Process for determining any and all Claims of all Creditors is hereby approved and the Receiver is authorized and directed to implement the Claims Process.

4. The form of Notice of Claims Process, Notice of Revision or Disallowance, Notice of Dispute, and Newspaper Notice, all as set forth in the attached Appendix "**B**", Appendix "**C**", Appendix "**D**", and Appendix "**E**" respectively, are approved.

CLAIMS BAR DATE

5. Any Creditor who has a Claim against the Debtor as of the Filing Date and who has not, as of the Claims Bar Date, submitted a Proof of Claim to the Receiver in respect of a Claim, in accordance with this Claims Process, shall be forever barred, estopped and enjoined from asserting such Claim against the Debtor and such Claim shall be forever extinguished, unless otherwise ordered by the Court.

NOTICE OF TRANSFEREES

6. If a Creditor or any subsequent holder of a Claim who has been acknowledged by the Debtor as the holder of the Claim transfers or assigns that Claim to another Person, the Receiver shall not be required to give notice to or to otherwise deal with the transferee or assignee of the Claim as the holder of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Receiver.

Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim in accordance with the provisions of the Claims Process.

7. If a Creditor or any subsequent holder of a Claim who has been acknowledged by the Receiver as the holder of the Claim transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Receiver shall not, in each such case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim provided such Creditor may, by notice in writing delivered to the Receiver, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and, in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor in accordance with the provisions of the Claims Process.

NOTICE AND COMMUNICATION

8. Except as otherwise provided herein, the Receiver may deliver any notice or other communication to be given under this Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or email to such Creditors or Persons at the address last shown on the books and records of the Debtor, and that any such notice by courier, personal delivery, facsimile or email shall be deemed to be received on the next Business Day following the date of forwarding thereof, or, if sent by ordinary mail on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing internationally.

9. Any notice or other communication to be given under this Order by a Creditor to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, email (in PDF format), personal delivery or facsimile transmission and addressed to:

MNP Ltd., Receiver of Red Anchor Ranches Inc.
Attention: Julie Kennedy

1500, 640 - 5th Avenue SW
Calgary, AB T2P 3G4
Email: Julie.Kennedy@mnp.ca
Fax: 403-537-8437

10. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

GENERAL

11. The Receiver is authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim are submitted, completed and executed and may, if satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process and this Order as to the submission, completion and execution of Proofs of Claim.

12. References in this Order to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender.

13. Notwithstanding the terms of this Order, the Receiver or any interested Person may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or modify the Claims Process or this Order.

14. Service of this Order on the Service List by email, facsimile, registered mail, courier, or personal delivery shall constitute good and sufficient service of this Order, and no Persons, other than those on the service list, are entitled to be served with a copy of this Order. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

15. Service of this Order on any party not attending this application is hereby dispensed with.

J.C.C.Q.B.A.

**APPENDIX "A" TO CLAIMS PROCESS ORDER
CLAIMS PROCESS**

DEFINITIONS

1. For purpose of this Claims Process the following terms shall have the following meanings:
 - (a) **"BIA"** means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
 - (b) **"Business Day"** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Calgary, Alberta;
 - (c) **"Claim"** means any right or claim of any Person that may be asserted or made in whole or in part against the Debtor, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, regulatory, equitable or fiduciary duty or obligation) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability of obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof (A) is based in whole or in part on facts prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be a debt provable in bankruptcy within the meaning of the BIA had the Debtor become bankrupt on the Filing Date, provided, however, that "Claim" shall not include an Excluded Claim;

- (d) **“Claims Bar Date”** means 4:00 p.m. (Mountain Time) on November 18, 2019 or such other date as may be ordered by the Court;
- (e) **“Claims Package”** means the document package which shall include a Proof of Claim and such other materials as the Receiver considers necessary or appropriate;
- (f) **“Claims Process”** means the procedures outlined herein in connection with the assertion of any Claim against the Debtor;
- (g) **“Claims Process Order”** means the Order pronounced by Justice C. Dario of the Court of Queen’s Bench of Alberta on October 10, 2019 approving this Claims Process;
- (h) **“Court”** means the Court of Queen’s Bench of Alberta;
- (i) **“Creditor”** means any Person asserting a Claim against the Debtor as of the Filing Date;
- (j) **“Debtor”** means Red Anchor Ranches Inc.;
- (k) **“Excluded Claim”** means claims made by or on behalf of the beneficiaries of:
 - (i) the Receiver’s Charge;
 - (ii) the Receiver’s Borrowings Charge;
 - (iii) the Bank of Montreal; and
 - (iv) Barry Turner or Shelley Turner.
- (l) **“Filing Date”** means July 11, 2019;
- (m) **“Known Creditors”** means Creditors which the books and records of the Debtor disclose as having a Claim against the Debtor as of the Filing Date;
- (n) **“Newspaper Notice”** means the notice of the Claims Process to be published in the newspapers in accordance with the Claims Process in substantially the form attached to the Claims Process Order as Appendix **“E”**;

- (o) **“Notice to Creditors”** means the notice to be sent by the Receiver to all Known Creditors on or before October 17, 2018, setting out the method by which any Person may file a Proof of Claim in the prescribed form with the Receiver, which notice shall be substantially in the form attached to the Claims Process Order as Appendix **“B”**;
- (p) **“Notice of Dispute”** means the form to be sent to the Receiver by any Person objecting to the classification or quantum of their Claim, which notice shall be substantially in the form attached to the Claims Process Order as Appendix **“D”**;
- (q) **“Notice of Revision or Disallowance”** means the form sent by the Receiver revising or disallowing a Proof of Claim submitted by any Person, which notice shall be substantially in the form attached to the Claims Process Order as Appendix **“C”**;
- (r) **“Person”** shall be broadly interpreted and includes an individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government or a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality or department of such government or political subdivision, or any other entity, however designated or constituted, and the trustees, executors, administrators, or other legal representatives of any individual;
- (s) **“Proof of Claim”** means the form setting forth a Creditor’s Claim, which proof of claim shall be substantially in the form attached to the Notice to Creditors (Appendix **“B”** to the Claims Process Order);
- (t) **“Proven Claim”** means the quantum and classification of the Claim of a Creditor as finally determined in accordance with the Claims Process, provided that a Proven Claim will be “finally determined” in accordance with the Claims Process when: (i) it has been accepted by the Receiver; (ii) the applicable time period for challenging a Notice of Revision or Disallowance issued by the Receiver has expired and the Creditor has not taken the steps required by this Claims Process to challenge such Notice or Revision as Disallowance; or (iii) any court of competent jurisdiction has made a determination with respect to the classification

and quantum of the Claim and no appeal or motion for leave to appeal therefrom shall have been taken or served on either party, or if any appeal(s) or motion(s) for leave to appeal or further appeal shall have been taken therefrom or served on either party, any and all such appeal(s) or motion(s) shall have been dismissed, determined or withdrawn;

(u) **“Receiver”** means MNP Ltd., in its capacity as the Court appointed receiver and manager of the Debtor, and not in its personal capacity or corporate capacity;

(v) **“Website”** means the website established by the Receiver and located at <https://mnpdebt.ca/en/corporate/engagements/red-anchor-ranches-inc;>

NOTICE OF CLAIMS PROCESS

2. The Receiver shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail, courier, facsimile or email on or prior to October 17, 2019.

3. The Receiver shall cause the Newspaper Notice to be published in the Calgary Herald and any other newspaper the Receiver considers advisable, on or prior to October 17, 2019.

4. The Receiver shall cause the Claims Package to be posted on the Website as soon as practicable after the granting of this Claims Process Order.

5. The Receiver shall cause a copy of a Proof of Claim to be sent to any Person requesting such material as soon as practicable.

PERSONS ASSERTING CLAIMS

6. Any other Person who has a Claim against the Debtor, as of the Filing Date, other than an Excluded Claim, and who wishes to assert such Claim against the Debtor shall, on or before the Claims Bar Date, send a completed Proof of Claim to the Receiver setting out the classification and quantum of its Claim.

7. Any Person who fails to comply with Paragraph 6 of this Claims Process shall be forever barred, enjoined and estopped from asserting such Claim against the Debtor and such Claim shall be forever extinguished, except as otherwise may be ordered by the Court.

RESOLUTION OF CLAIMS

8. The Receiver shall review any Proof of Claim that is submitted to it on or before the Claims Bar Date and, subject to the terms of this Order, may accept, revise or disallow the Proof of Claim.

9. The Receiver may attempt to consensually resolve the classification or quantum of any Proof of Claim submitted by any Person prior to the Receiver accepting, revising or disallowing such Proof of Claim.

10. In the event that the Receiver elects to accept the quantum and classification of the Claim as set forth in the Proof of Claim, the Creditor shall have a Proven Claim in the quantum and with the classification specified in the Proof of Claim submitted by that Person.

11. In the event that the Receiver elects to revise or disallow the Proof of Claim, the Receiver shall send a Notice of Revision or Disallowance setting out the revision or disallowance of the Proof of Claim.

12. Any Person who wishes to dispute the Notice of Revision or Disallowance received from the Receiver shall, within ten days of receipt of the Notice of Revision or Disallowance from the Receiver, send a Notice of Dispute to the Receiver setting out the particulars of the dispute.

13. Any Person who receives a Notice of Revision or Disallowance from the Receiver and who fails to comply with Paragraph 12 of this Claims Process shall be deemed to have accepted the classification and quantum of its Claim as set forth in the Notice of Revision or Disallowance, shall have a Proven Claim in the quantum and with the classification specified in the Notice of Revision or Disallowance and shall be forever barred, enjoined and estopped from challenging the classification and quantum of its Claim as set forth in the Notice of Revision or Disallowance delivered to it by the Receiver, except as otherwise may be ordered by the Court.

CURRENCY OF CLAIMS

14. Any Claim set out in a Proof of Claim shall be denominated in Canadian dollars, failing which such Claim shall be converted to and shall constitute obligations in Canadian dollars and such calculation will be effected using the noon spot rate of the Bank of Canada as of the date of the Claims Process Order.

**APPENDIX "B" TO THE CLAIMS PROCESS ORDER
NOTICE OF CLAIMS PROCESS IN THE MATTER OF THE RECEIVERSHIP OF RED
ANCHOR RANCHES INC.**

COURT FILE NO.	1901-19336	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	RED ANCHOR RANCHES INC., TURNER TECHNICAL SERVICES LTD., KARLA TURNER, WILLIAM TURNER	
DOCUMENT	NOTICE OF CLAIMS PROCESS IN THE MATTER OF THE RECEIVERSHIP OF RED ANCHOR RANCHES INC.	

1. On July 11, 2019 (the "Date of Receivership"), MNP Ltd. was appointed as receiver (the "Receiver") of the assets, undertakings and properties of Red Anchor Ranches Inc. ("Red Anchor" or the "Company") pursuant to an Order (the "Receivership Order") granted by the Court of Queen's Bench of Alberta (the "Court").
2. Pursuant to a further Order granted by the Court on October 10, 2019 (the "Claims Process Order"), a claims process was approved that directed the Receiver to solicit claims from all creditors of the Company for the purpose of determining the claims that be eligible to share in any distribution(s) made in the Receivership proceedings. A copy of the Claims Process Order is available on the Receiver's website at <https://mnpdebt.ca/en/corporate/Engagements/red-anchor-ranches-inc> (the "Receiver's Website").
3. Any creditor having a claim against Red Anchor at the Date of Receivership of any nature whatsoever, including an unsecured, secured, contingent or unliquidated claim (a "Claim") is required to file, in the manner set out in this Notice of Claims Process (the "Claims Notice"), a proof of claim in the prescribed form (which has been provided to you with the Claims Notice) with the Receiver in order to participate in any distribution in the Receivership proceedings.

4. Additional copies of the prescribed proof of claim form can be obtained by contacting the Receiver via telephone at 403-537-7610 or via email at Julie.Kennedy@mnp.ca or it can be downloaded from the Receiver's Website.
5. Any creditor who chooses to file a proof of claim is required to provide whatever documentation they may have to support their Claim, such as contracts, invoices, bills of lading and shipping receipts, in relation to the goods and/or services provided to Red Anchor in the appropriate currency under which their Claim arose.
6. All proof of claim forms, together with the supporting documentation must be delivered by mail or courier service to MNP Ltd., 1500, 640 – 5th Avenue SW, Calgary, AB T2P 3G4 or via email at Julie.Kennedy@mnp.ca to the attention of Julie Kennedy on or before 4:00 p.m. Mountain Time on Thursday, November 18, 2019 (the "Claims Bar Date").
7. Creditors who do not submit a Claim to the Receiver by the specified time on the Claims Bar Date, or such later date as the Court may order, shall not be entitled to receive any further notice of the Receivership proceedings, not be entitled to receive any distribution in the Receivership proceedings and be forever barred from making or enforcing any Claim against Red Anchor related to the period prior to the Date of Receivership.
8. The Receiver will provide any Notice of Revision or Disallowance (the "Disallowance Notice") to creditors in writing by registered mail, courier or email on or before November 25, 2019.
9. Where a creditor objects to a Disallowance Notice, the creditor must notify the Receiver of its objection in writing (the "Dispute Notice") by registered mail, courier service or email within 10 days from the date of the Disallowance Notice.
10. A creditor who does not file a Dispute Notice to a Disallowance Notice issued by the Receiver shall, unless otherwise ordered by the Court, be conclusively deemed to have accepted the assessment of its Claim as set out in the Disallowance Notice.

Dated October 10, 2019

MNP Ltd., in its capacity as Receiver of Red Anchor Ranches Inc.
and not in its personal or corporate capacity

Per: _____

Vanessa Allen, B. Comm, CIRP, LIT
Senior Vice President

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

- FORM 31 / 36 -
Proof of Claim / Proxy

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the receivership of Red Anchor Ranches Ind of the city of Brooks in the Province of Alberta and the claim of _____ creditor.

1, _____, of the city of _____, a creditor in the above matter, hereby appoint _____ of _____, to be my proxyholder in the above matter, except as to the receipt of _____ (with or _____ without) power to appoint another proxyholder in his or her place.

_____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____ do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____, creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of receivership, namely the 11th day of July 2019, and still is, indebted to the creditor in the sum of _____, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

n A. UNSECURED CLAIM OF \$ _____

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and _____ (Check appropriate description.)

n Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

n Regarding the amount of \$ _____, I do not claim a right to a priority. (Set out on an attached sheet details to support priority claim.)

I-1 B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

ri C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows: (Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

n D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____ (Attach a copy of sales agreement and delivery receipts.)

n E. CLAIM BY WAGE EARNER OF \$ _____

ri That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____

n That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____

n F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____

n That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____

I-1 That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____

n G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

I-1 H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows: (Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

ri Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I-1 I request that a copy of the report filed by the trustee regarding the bankrupts application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

Phone Number: _____
Fax Number: _____
E-mail Address: _____

MNP Ltd. - Licensed Insolvency Trustee
Per:

Vanessa Allen - Receiver
1500, 640 - 5 Avenue SW
Calgary AB T2P 3G4
Phone: (403) 538-3187 Fax: (403) 537-8437
[E-mail: calgary.insolvency@mnp.ca](mailto:calgary.insolvency@mnp.ca)

NOTE: if an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account

**APPENDIX "C" TO CLAIMS PROCESS ORDER
(NOTICE OF REVISION OR DISALLOWANCE)**

COURT FILE NO.	1901-19336	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	RED ANCHOR RANCHES INC., TURNER TECHNICAL SERVICES LTD., KARLA TURNER, WILLIAM TURNER	
DOCUMENT	NOTICE OF REVISION OR DISALLOWANCE IN THE MATTER OF THE RECEIVERSHIP OF RED ANCHOR RANCHES INC.	

11. On July 11, 2019, the Court of Queen's Bench of Alberta (the "Court") granted a Consent Receivership Order in respect of Red Anchor and MNP Ltd. was appointed as Receiver.
12. On October 10, 2019, the Court granted a further Order (the "Claims Process Order"), that directed the Receiver to solicit claims from all creditors of the Company for the purpose of determining the claims that will be eligible to share in any distribution(s) made in the Receivership proceedings.
13. Pursuant to the Claims Process Order, the Receiver hereby gives you notice that it has reviewed your proof of claim filed in the Receivership proceedings and has revised or disallowed your claim.
14. Subject to further disputes by you in accordance with the Claims Process Order, your claim will be allowed as follows:

Amount allowed by the Receiver:

Type:	Proof of claim amount:	Admitted amount:
Unsecured Claim		
Secured Claim		

Reasons for the Revision or Disallowance:

15. If you intend to dispute this Notice of Revision or Disallowance (the “Disallowance Notice”), you must within 10 days from the date of this Disallowance Notice, deliver to the Receiver, a Dispute Notice (in the form enclosed) either by prepaid registered mail, personal delivery, courier to MNP Ltd., 1500, 640 – 5th Avenue SW, Calgary, AB T2P 3G4 or via email to Julie.Kennedy@mnp.ca to the attention of Julie Kennedy.

IF YOU FAIL TO FILE YOUR DISPUTE NOTICE WITHIN TEN (10) DAYS OR THE DATE ON THIS DISALLOWANCE NOTICE, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS DISALLOWANCE NOTICE.

Dated: _____, 2019

MNP Ltd., in its capacity as Receiver of Red Anchor Ranches Inc.
and not in its personal or corporate capacity

Per: _____

Vanessa Allen, B. Comm, CIRP, LIT

Senior Vice President

APPENDIX "D" TO CLAIMS PROCESS ORDER (NOTICE OF DISPUTE)

COURT FILE NO. 1901-19336

Clerk's Stamp

**COURT COURT OF QUEEN'S BENCH OF
ALBERTA
IN BANKRUPTCY AND INSOLVENCY**

JUDICIAL CENTRE CALGARY

PLAINTIFF BANK OF MONTREAL

**DEFENDANTS RED ANCHOR RANCHES INC., TURNER TECHNICAL SERVICES
LTD., KARLA TURNER, WILLIAM TURNER**

**DOCUMENT NOTICE OF DISPUTE IN THE MATTER OF THE RECEIVERSHIP
OF RED ANCHOR RANCHES INC.**

16. I, _____ (name), of _____ (city/town), in the Province of _____ dispute the amount stated in the attached Notice of Revision or Disallowance.

17. I dispute the amount stated in the Notice of Revision or Disallowance for the following reasons and attach all applicable documents:

(use additional pages if necessary).

Dated at _____ (city/town), this _____ day of _____, 2019.

Witness

Signature of individual completing the form

**APPENDIX "E" TO CLAIMS PROCESS ORDER
NEWSPAPER NOTICE**

NOTICE TO CREDITORS OF RED ANCHOR RANCHES INC.

On July 11, 2019, MNP Ltd. was appointed as the receiver and manager (the “**Receiver**”) of all of Red Anchor Ranches Inc.’s (the “**Debtor**”) property, assets, and undertakings, by order of the Court of Queen’s Bench of Alberta (the “**Court**”).

On October 10, 2019 the Court granted further orders establishing a process by which the identity and status of all creditors of the Debtor and the amounts of their claims would be established for purposes of the Debtor’s receivership proceedings (the “**Claims Process Order**”). A copy of the Claims Process Order may be viewed at <https://mnpdebt.ca/en/corporate/engagements/red-anchor-ranches-inc>, or may be obtained by contacting the Receiver at 403-537-7610.

Pursuant to the Claims Process Order the Receiver was required, by October 17, 2019, to send a Claims Package to each known creditor of the Debtor (the “**Notice to Creditor**”).

ANY CREDITOR HAVING A CLAIM AGAINST THE DEBTOR MUST FILE A PROOF OF CLAIM WITH THE RECEIVER IN THE PRESCRIBED FORM BEFORE 4:00 PM (MST) ON NOVEMBER 18, 2019. CLAIMS NOT PROVEN IN ACCORDANCE WITH THESE PROCEDURES SHALL BE DEEMED TO BE FOREVER BARRED AND EXTINGUISHED AND MAY NOT BE ADVANCED AGAINST THE DEBTOR, EXCEPT AS MAY BE OTHERWISE ORDERED BY THE COURT.

Any creditor who chooses to file a Proof of Claim is required to provide whatever supporting documentation they may have, such as contracts, bonds, investment forms, cancelled cheques, bills of sale, receipts, or invoices in support of their claim, as at July 11, 2019.

All claims must be made in the prescribed “Proof of Claim” form together with the required supporting documentation and be received by the Receiver on or before the Claims Bar Date, being 4:00 pm (MST) on November 18, 2019.

The prescribed “Proof of Claim” form may be found at <https://mnpdebt.ca/en/corporate/engagements/red-anchor-ranches-inc> or can otherwise be obtained by contacting:

MNP Ltd., Receiver of Red Anchor Ranches Inc.
Attn: Julie Kennedy
1500, 640 – 5th Avenue SW
Calgary, AB T2P 3G4

Phone: 403-537-7610
Fax: 403-537-8437

MNP Ltd., in its capacity as Receiver
of RED ANCHOR RANCHES INC. and
not in its personal or corporate capacity