

COURT FILE NUMBER: 2103 10970
COURT: COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: CANADIAN WESTERN BANK
DEFENDANT: SHAMROCK VALLEY ENTERPRISES LTD.

Clerk's Stamp

DOCUMENT: **APPLICATION BY THE BOWRA GROUP INC. FOR A SALE APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 75782-12/JHH

NOTICE TO RESPONDENTS

This application is made against you. You are a respondent. You have the right to state your side of this matter before the justice. To do so, you must be in Court when the application is heard as shown below:

Date: December 17, 2021
Time: 11:00 a.m.
Where: Law Courts, 1A Sir Winston Churchill Square, Edmonton
Before Whom: The Honourable Madam Justice J.A. Fagnan, sitting on the Commercial List, with all interested persons appearing by way of Webex

Go to the end of this document to see what else you can do and when you must do it. Instructions for how you may attend this application via Webex are attached hereto as **Schedule "A"**.

Remedy claimed or sought:

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

Grounds for making this application:

8. Bowra was appointed as the Receiver of all of the current and future assets, undertakings and properties, including all proceeds thereof, of the Debtor (the “**Property**”) by Order pronounced July 30, 2021 (the “**Receivership Order**”), the effect of which was stayed until August 27, 2021, by separate Order also pronounced on that date. The stay was lifted by Order pronounced on August 27, 2021.
9. The Receivership Order authorizes and empowers the Receiver to market, advertise and solicit offers in respect of the Property or any part thereof, and to apply for any vesting

order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the same to a purchaser free and clear of any liens or encumbrances affecting such Property.

10. The Property includes the Land. Following its appointment, the Receiver learned that the Land was being marketed for sale by Century 21 All Stars Realty Ltd. (the “**Brokerage**”) pursuant to the terms of an Agricultural Seller Brokerage Agreement entered into between the Debtor and the Brokerage on March 30, 2021, the term of which expires on December 31, 2021 (the “**Brokerage Agreement**”).
11. Pursuant to the terms of the Brokerage Agreement, the Land was listed at an initial list price of \$699,000.00. In discussions with the Brokerage, the Receiver learned that the list price was thereafter twice reduced, first to \$649,000.00, and later to \$599,000.00, resulting in the receipt of one offer, which was purported to have been accepted by the Director of the Debtor, Murray Nielsen, on its behalf, on October 12, 2021 (the “**Offer**”).
12. The Offer was made subject to certain conditions in favour of the Purchaser and did not contain a condition requiring this Honourable Court’s approval to the purchase and sale transaction contemplated thereby.
13. In addition to engaging in discussions with the Brokerage, the Receiver obtained an appraisal of the Land to assist in its assessment of the purchase price proposed by the Offer. As a result of that assessment, the Receiver is satisfied that the Land was sufficiently exposed to the market in a commercially reasonable and fair marketing process, and that a better price would not necessarily be obtained if further marketing efforts are undertaken.
14. Accordingly, the Receiver engaged in negotiations with the purchaser, resulting in the Agreement, which contains the same purchase price as was agreed upon in the Offer, but is free of any conditions in favour of the purchaser, and contains mutual conditions requiring, *inter alia*, this Honourable Court’s approval of the transaction contemplated thereby.
15. In the circumstances, the Receiver is of the view that the approval of the transaction is in the interests of the Debtor and all of its stakeholders.
16. Information relied upon by the Receiver in assessing the value of the Land, and the terms of the Agreement is contained in the Confidential Appendices. The public disclosure and dissemination of that information, being commercially sensitive, may, in the event that the sale failed to close, inhibit the Receiver in its efforts to re-market the Land to the general public.
17. Such further and other grounds as counsel for the Receiver may advise.

Material or evidence to be relied on:

18. The Second Report of the Receiver, filed;

19. Confidential Appendices to the Second Report of the Receiver, unfiled;
20. The remaining pleadings filed in the within Action.

Applicable rules:

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

Applicable Acts and regulations:

23. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3; and
24. *Land Titles Act*, RSA 2000, c L-4.

Any irregularity complained of or objection relied on:

17. None.

How the application is proposed to be heard or considered:

25. Before the Honourable Madam Justice J.A. Fagnan, sitting on the Commercial List, with all interested parties appearing remotely by Webex.

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”

Webex Details

Virtual Courtroom 100 has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom100>

Instructions for Connecting to the Meeting

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

Key considerations for those attending:

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

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

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

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

Schedule "B"**Sale Approval and Vesting Order**

COURT FILE NUMBER: 2103 10970

COURT: COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: CANADIAN WESTERN BANK

DEFENDANT: SHAMROCK VALLEY
ENTERPRISES LTD.

DOCUMENT: **SALE APPROVAL AND
VESTING ORDER**

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 75782-12/JHH

DATE ON WHICH ORDER WAS PRONOUNCED: December 17, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice J.A. Fagnan

UPON THE APPLICATION of The Bowra Group Inc., in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Shamrock Valley Resources Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by the Real Estate Purchase Agreement (the "**Agreement**") entered into between the Receiver and Robert Taras (the "**Purchaser**") included in the confidential addendum to the Second Report of the Receiver (the "**Second Report**"), and vesting

in the Purchaser (or his nominee) the Debtor's right, title and interest in and to the assets described in the Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated July 30, 2021 (the "**Receivership Order**"), the Notice of Application for this Order, the Second Report and Confidential Addendum, the Receiver's Written Brief and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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 TRANSACTION

2. The Transaction is hereby approved and execution of the Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser pursuant to the Agreement (or its nominee).
3. The sales process relating to the Purchased Assets and all actions taken by the Receiver to date, as outlined in the Second Report, are hereby approved.
4. The Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders.

VESTING OF PROPERTY

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

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**"))

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

6. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee

clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles (“**Land Titles Registrar**”) for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificate of Title No. 142 154 243 for those lands and premises legally described as:

ALL THAT PORTION OF THE SOUTH WEST QUARTER OF SECTION
THIRTY SIX (36)
TOWNSHIP FIFTY TWO (52)
RANGE TWO (2)
WEST OF THE FIFTH MERIDIAN
WHICH LIES NORTH OF THE NORTHERLY LIMIT OF THE CANADIAN NATIONAL
RAILWAY RIGHT OF WAY, AS SHOWN ON RAILWAY PLAN 6267R,
CONTAINING THIRTY SIX AND EIGHTY TWO HUNDREDTHS (36.82) ACRES MORE
OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS.
A) PLAN 425BM - ROAD 0.481 1.19
B) PLAN 7820418 - ROAD 0.113 0.28
C) PLAN 0525150 - SUBDIVISION 1.19 2.94
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the “**Lands**”)

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or his nominee), namely, Robert Taras;
- (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 this Order against the existing Certificate of Title to the Lands.

7. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
8. 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.
9. 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.
10. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any

distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

11. 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).
12. 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.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
14. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

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 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.
- 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://www.bowragroup.com/shamrockvalleyenterprises>

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.

Justice of the Court of Queen's Bench of Alberta

Schedule "A" - Form of Receiver's Certificate

COURT FILE NUMBER: 2103 10970

COURT: COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: CANADIAN WESTERN BANK

DEFENDANT: SHAMROCK VALLEY
ENTERPRISES LTD.

DOCUMENT: **RECEIVER'S
CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attn: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 75782-12/JHH

Clerk's Stamp

RECITALS

- A. Pursuant to an Order of the Honourable Justice Neilson of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated July 30, 2021, The Bowra Group Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Shamrock Valley Enterprises Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated December 17, 2021, the Court approved and authorized and empowered to execute an Real Estate Purchase Agreement (the "**Agreement**") between the Receiver and Robert Taras (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the

Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Agreement;
2. The conditions to Closing as set out in the 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 the City of Edmonton on the ____ day of _____, 202__.

The Bowra Group Inc., in its capacity as Receiver of the undertakings, property and assets of the Debtor, and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B" - Purchased Assets

The Lands (as defined in paragraph 6 of this Order) along with all buildings, improvements, and fixtures located on the Lands, and all appurtenances thereto.

Schedule “C” – Encumbrances

NIL

Schedule “D” – Permitted Encumbrances

- Utility Right of Way (Instrument No. 902 170 832)
- Caveat re: Deferred Reserve (Instrument No. 052 422 223)

Schedule “C”**Restricted Access Order**

COURT FILE NUMBER: 2103 10970

COURT: COURT OF QUEEN’S BENCH OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: CANADIAN WESTERN BANK

DEFENDANT: SHAMROCK VALLEY ENTERPRISES LTD.

DOCUMENT: **RESTRICTED COURT ACCESS ORDER**

Clerk’s Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
 Barristers & Solicitors
 Patent & Trade-Mark Agents
 1700 Enbridge Centre
 10175 – 101 Street NW
 Edmonton, Alberta T5J 0H3
 Attention: Jeremy H. Hockin, Q.C.
 Phone: 780-423-8532
 Fax: 780-423-2870
 File No: 75782-12/JHH

DATE ON WHICH ORDER WAS PRONOUNCED: December 17, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice J.A. Fagnan

UPON THE APPLICATION of The Bowra Group Inc., in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of Shamrock Valley Enterprises Ltd. (the “**Debtor**”) for a Restricted Court Access Order; **AND UPON HAVING READ** the Receivership Order dated July 30, 2021, the Notice of Application for this Order, the Second Report of the Receiver, including the Confidential Addendum thereto (the “**Confidential Addendum**”), the Notice to Media, the Receiver’s Written Brief and the

Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

20. 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.
21. The Confidential Addendum shall be kept sealed and confidential, and shall not form part of the public record, and the Clerk of the Court be and is hereby directed to seal the Confidential Addendum pending:
 - (a) The Receiver's counsel writing the Clerk of the Court confirming that three (3) months have passed since the transaction described in the Second Report and the Real Estate Purchase Agreement contained in the Confidential Addendum have closed; or
 - (b) Further Order of this Court.
22. The Clerk of the Court is hereby directed to seal the Confidential Addendum in an envelope setting out the style of cause in the within Action and labelled:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS SEALED ON THE COURT FILE BY ORDER OF THE HONOURABLE MADAM JUSTICE J.A. FAGNAN PRONOUNCED DECEMBER 17, 2021. THE ENVELOPE IS NOT TO BE OPENED BY ANY PERSON OTHER THAN A JUSTICE OF THE COURT OF QUEEN'S BENCH PENDING THE RECEIVER'S COUNSEL WRITING TO THE CLERK OF THE COURT CONFIRMING THAT THREE (3) MONTHS HAVE PASSED SINCE ALL TRANSACTIONS THAT ARE DESCRIBED IN THE ENCLOSED CONFIDENTIAL MATERIALS HAVE CLOSED OR FURTHER ORDER OF THE COURT.
23. Service of this Order shall be deemed good and sufficient by:

- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;

- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
and

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

[https:// www.bowragroup.com/shamrockvalleyenterprises](https://www.bowragroup.com/shamrockvalleyenterprises)

and service on any other person is hereby dispensed with.

24. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

Schedule “D”

Service List

CANADIAN WESTERN BANK v. SHAMROCK VALLEY ENTERPRISES LTD.,
695458 ALBERTA LTD., MURRY RONALD NIELSEN and LISA MARIE NIELSEN
QB ACTION NO. 2103 10970

SERVICE LIST

PARTY	REPRESENTATIVE	METHOD OF SERVICE
Canadian Western Bank <i>Plaintiff</i>	McLennan Ross LLP Suite 600 McLennan Ross Bldg 12220 Stony Plain Road Edmonton, AB T5N 3Y4 Attention: Charles P. Russell, Q.C. Phone: (780) 482-9115 Fax: (780) 733-9757	crussell@mross.com
Shamrock Valley Enterprises Ltd. 695458 Alberta Ltd. Murry Ronald Nielsen Lisa Marie Nielsen <i>Defendants</i>	Emery Jamieson LLP 2400 MNP Tower 10235 – 101 Street NW Edmonton, Alberta T5J 3G1 Attention: Kyle R. Kawanami Phone: (780) 426-5220 Fax: (780) 420-6277	kkawanami@emeryjamieson.com

PARTY	REPRESENTATIVE	METHOD OF SERVICE
<p>Murry Nielsen</p> <p><i>Defendant</i></p>	<p>Duncan Craig LLP 2800Scotia Place, 10060 Jasper Avenue Edmonton, AB T5J 3V9</p> <p>Attention: Ryan Quinlan</p> <p>Phone: (780)441-4336 Fax: (780)428-9683</p>	<p>rquinlan@dcllp.com</p>
<p>The Bowra Group Inc.</p> <p><i>Proposed Receiver</i></p>	<p>The Bowra Group Inc. 1411 TD Tower 10088 – 102 Avenue Edmonton, AB T5J 2Z1 Attention: Douglas Chivers and Kristin Gray</p> <p>Phone: (780) 705-1717</p> <p><i>Counsel:</i></p> <p>Parlee McLaws LLP 1700 Enbridge Centre 10175-101 Street NW Edmonton; Alberta; T5J 0H3</p> <p>Attention: Jeremy H. Hockin, Q.C. and Steven A. Rohatyn</p> <p>Phone: (780) 423-8532 Fax: (780) 423-2870</p>	<p>dchivers@bowragroup.com</p> <p>kgray@bowragroup.com</p> <p>jhockin@parlee.com srohatyn@parlee.com</p>

PARTY	REPRESENTATIVE	METHOD OF SERVICE
<p>Essex Lease Financial Corporation</p> <p><i>Creditor</i></p>	<p>Essex Lease Financial Corporation 10768 74th Street SE Calgary, AB T2C 5N6</p> <p>Attn: James Forrest Phone: (587) 228-3831 Fax: (403) 236-9076</p> <p><i>Counsel:</i></p> <p>Gowling WLG (Canada) LLP Suite 1600, 421 – 7 Avenue SW Calgary, AB T2P 4K9</p> <p>Attention: Elizabeth Burton Stephen Kroeger</p> <p>Phone: (403) 298-1018</p>	<p>jforrest@elfc.ca</p> <p>Stephen.kroeger@gowlingwlg.com</p> <p>Elizabeth.Burton@gowlingwlg.com</p>
<p>Robert Taras</p> <p><i>Proposed Purchaser</i></p>	<p>Anderson Haak & Engels 102, 9811 – 34 Avenue Edmonton, AB T6E 5X9</p> <p>Attention: Ken Haak</p> <p>Telephone: (780)413-1763 Facsimile: (80)413-1734</p>	<p>khaak@ahelaw.com</p>