

Clerk's Stamp:



COURT FILE NUMBER  
COURT  
JUDICIAL CENTRE OF

2301- 16260

COURT OF KING'S BENCH OF ALBERTA  
CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF  
COMPROMISE OR ARRANGEMENT OF FREE REIN  
RESOURCES LTD.

APPLICANT:

INVICO DIVERSIFIED INCOME LIMITED  
PARTNERSHIP, by its general partner INVICO  
DIVERSIFIED INCOME MANAGING GP INC.

RESPONDENT(S):

FREE REIN RESOURCES LTD.

DOCUMENT

**AMENDED AND RESTATED INITIAL ORDER**

CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT:

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File Number : 324505.00011

**DATE ON WHICH ORDER WAS  
PRONOUNCED:**

December 7, 2023

**NAME OF JUDGE WHO MADE  
THIS ORDER:**

The Honourable Justice J.T. Neilson

**LOCATION OF HEARING:**

Calgary Courts Centre, Calgary, Alberta

UPON the application of Invico Diversified Income Limited Partnership, secured creditor (the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**"); AND UPON having read the Application, the Affidavit of Chris Wutzke; and the Affidavit of Service of Kim Picard, filed; AND UPON noting that the secured creditor affected by the charges created herein, is the Applicant; AND UPON being advised that Free Rein Resources Ltd. ("**Free Rein**") had previously commenced proceedings (the "**NOI Proceedings**") under Part

III of the *Bankruptcy and Insolvency Act* (the “**BIA**”) having Court File Number 25-2954304 and Estate Number B201954304, with such proceedings scheduled to expire on December 12, 2023; **AND UPON** hearing counsel for the Applicant, counsel for the Proposal Trustee/proposed Monitor and counsel for Free Rein; **AND UPON** reading the Pre-Filing Report of the Monitor, dated December 6, 2023;

**AND UPON HAVING GRANTED** the Initial Order commencing the within CCAA proceedings;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

**APPLICATION**

2. Free Rein is a company to which the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”) applies.
3. The NOI Proceedings are hereby taken up and continued under the CCAA and the provisions of Part III of the BIA shall have no further application to Free Rein. The NOI Proceedings shall have no further force and effect, and are hereby terminated, save that any and all acts, steps, agreements and procedures validly taken, done or entered into by Free Rein during the NOI Proceedings shall remain valid, binding and actionable within these proceedings. For certainty, approval of the Monitor’s and its counsel’s fees and disbursements and approval of the Monitor’s activities in this proceeding shall be deemed approval of the fees and disbursements and activities of FTI, in its capacity as proposal trustee of Free Rein (in such capacity, the “**Proposal Trustee**”) and the fees and disbursements of the Proposal Trustee’s counsel in the NOI Proceeding. The Applicant is hereby directed and authorized to file a copy of this Order in the NOI Proceedings.

## APPOINTMENT OF MONITOR AND ENHANCED POWERS

4. FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor:

(a) the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”) of Free Rein; and

(b) Free Rein’s business (the “**Business**”) and financial affairs,

with the powers and obligations set out in the CCAA and the additional powers as set forth herein. Free Rein and its shareholders, officers, directors, employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) shall advise the Monitor of all material steps taken by Free Rein pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor’s functions.

5. The Monitor is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and Business and, without in any way limiting the generality of the foregoing, the Monitor is hereby expressly empowered and authorized to do any of the following where the Monitor considers it necessary or desirable:

(a) to take possession of and exercise control over the Property, and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Monitor’s ability to abandon, dispose of, or otherwise release any interest in any of the Debtor’s real or personal property, or any right in any immovable;

(b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking

of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the Business, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of Free Rein;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of Free Rein or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to Free Rein and to exercise all remedies of Free Rein in collecting such monies, including, without limitation, to enforce any security held by Free Rein;
- (g) to settle, extend or compromise any indebtedness owing to or by Free Rein;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property or the Business, whether in the Monitor's name or in the name and on behalf of Free Rein, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of Free Rein;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to Free Rein, the Property or the Monitor, and to settle or compromise any such

proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Monitor to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to sell, convey, transfer, lease or assign the Property or the Business or any part or parts thereof out of the ordinary course of business with approval of this Court, and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required;
- (l) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or Business or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property or the Business;
- (m) to report, meet with and discuss with such affected Persons (as defined below) as the Monitor deems appropriate all matters relating to the Property, the Business and these CCAA proceedings, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
- (n) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Monitor for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Monitor in its capacity as Monitor of Free Rein and not in its personal capacity;

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Monitor, in the name of Free Rein;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of Free Rein, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by Free Rein;
- (q) to exercise any shareholder, partnership, joint venture or other rights which Free Rein may have;
- (r) to exercise any power which may be properly exercised by an officer or the board of directors of Free Rein;
- (s) to issue and/or cancel share certificates in Free Rein;
- (t) monitor Free Rein's receipts and disbursements, Business and dealings with the Property;
- (u) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of Free Rein;
- (v) report to the Applicant and its counsel as requested with financial and other information as agreed to between the Monitor and the Applicant which may be used in these proceedings, including reporting on a basis as reasonably required by the Applicant;
- (w) prepare Free Rein's cash flow statements and reporting as reasonably required by the Applicant, on a periodic basis, as agreed to by the Applicant;
- (x) have full and complete access to the Property, including taking possession of the leased premises, books, records, data, including data in electronic form and other financial documents of Free Rein to the extent that is necessary to adequately

assess the Property, Business, and financial affairs of Free Rein or to perform its duties arising under this Order;

- (y) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (z) hold funds in trust or in escrow, to the extent required, to facilitate settlements between Free Rein and any other Person; and
- (aa) perform such other duties as are required by this Order or by this Court from time to time and take any steps reasonably incidental to the exercise of these powers or performance of any statutory obligations;

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including Free Rein and its officers and directors and without interference from any other Person (as defined below).

6. Notwithstanding anything contained in this Order, the Monitor is not and shall not be deemed:

- (a) a principal, director, officer, or employee of Free Rein;
- (b) an employer, successor employer, or related employer of the employees of Free Rein or any employee caused to be hired by Free Rein by the Monitor within the meaning of any relevant legislation, regulation, common law, or rule of law or equity governing employment, pensions, or labour standards for any purpose whatsoever or expose the Monitor to any liability to any individual arising from or relating to their employment or previous employment Free Rein; and
- (c) the receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of Free Rein within the meaning of any relevant legislation, regulation, common law, or rule of law or equity.

7. Free Rein and its officers, directors and Assistants shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide such assistance as the Monitor may reasonably request from time to time to enable the Monitor to carry out its duties and powers as set out in this Order, any other order of this Court under the CCAA or applicable law generally.
8. The power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of Free Rein with respect to such matters.
9. (a) Notwithstanding anything in any federal or provincial law, the Monitor is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
  - (i) before the Monitor's appointment; or
  - (ii) after the Monitor's appointment unless it is established that the condition arose or the damage occurred as a result of the Monitor's gross negligence or wilful misconduct.
- (b) Nothing in subparagraph 9(a) exempts the Monitor from any duty to report or make disclosure imposed by a law referred to in that paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to this order, where an order is made which has the effect of requiring the Monitor to remedy any environmental condition or environmental damage affecting the Property, the Monitor is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
  - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Monitor, if the order is in effect when the Monitor is



appointed, or during the Stay Period, the Monitor

(A) complies with the order; or

(B) on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the Stay Period, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Monitor, if the order is in effect when the Monitor is appointed by,

(A) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Monitor to contest the order; or

(B) the court having jurisdiction in these proceedings for the purposes of assessing the economic viability of complying with the order or,

(iii) if the Monitor had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

10. The Monitor shall provide the Applicant and any creditor of Free Rein with information provided by Free Rein in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by Free Rein is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor may determine.

11. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, and the protections afforded to the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
12. Nothing in this Order shall derogate from the protections from liability provided under the BIA or under any Orders issued by this Court regarding FTI in its capacity as Proposal Trustee in the NOI Proceedings.
13. To the extent permitted by law, the Monitor shall be entitled but not required to make the following advances or payments, on Free Rein's behalf and from Free Rein's accounts, of the following expenses, incurred prior to or after this Order:
  - (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
  - (b) the reasonable fees and disbursements of any Assistants retained or employed by Free Rein in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order.
14. Except as otherwise provided to the contrary herein, the Monitor shall be entitled but not required to pay, on Free Rein's behalf and from Free Rein's accounts, all reasonable expenses incurred by Free Rein in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
  - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

- (b) payment for goods or services actually supplied to Free Rein following the date of this Order.
- 15. The Monitor shall remit on Free Rein's behalf and from Free Rein's accounts, in accordance with legal requirements, or pay:
  - (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
    - (i) employment insurance,
    - (ii) Canada Pension Plan, and
    - (iv) income taxes,but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;
  - (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by Free Rein in connection with the sale of goods and services by Free Rein, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
  - (c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by Free Rein.
- 16. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Monitor may pay, on Free Rein's behalf and from Free Rein's accounts, all

amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Monitor from time to time for the period commencing from and including the date of this Order (“**Rent**”), but shall not pay any rent in arrears.

17. Except as specifically permitted in this Order, the Monitor is hereby directed, until further order of this Court:
  - (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by Free Rein to any of its creditors as of the date of this Order;
  - (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and
  - (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

## **RESTRUCTURING**

18. The Monitor shall, subject to such requirements as are imposed by the CCAA, have the right to:
  - (a) permanently or temporarily cease, downsize or shut down any portion of the Business or operations and to dispose of redundant or non-material assets not exceeding \$25,000 in any one transaction or \$100,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to Free Rein (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
  - (b) terminate the employment of such of Free Rein’s employees or temporarily lay off such of its employees as it deems appropriate whether by agreement or otherwise;
  - (c) disclaim or resiliate, in whole or in part, Free Rein’s arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Monitor deems appropriate, in accordance with section 32 of the CCAA; and

- (d) pursue all avenues of refinancing or restructuring of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or restructuring,

all of the foregoing to permit Free Rein to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

19. The Monitor shall provide each of the relevant landlords with notice of its intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Monitor’s or Free Rein’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Monitor, or by further order of this Court upon application by the Monitor on at least two (2) days’ notice to such landlord and any such secured creditors. If the Monitor disclaims or resiliates the lease governing such leased premises in accordance with section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to Free Rein’s claim to the fixtures in dispute.
20. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
  - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving Free Rein and the Monitor 24 hours’ prior written notice; and
  - (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against Free Rein in respect of such lease or leased premises and such landlord shall be entitled to notify Free Rein and the Monitor of the basis on which it is taking possession and to gain

possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST FREE REIN OR THE PROPERTY**

21. Until and including **January 31, 2024**, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court (each, a “**Proceeding**”) shall be commenced or continued against or in respect of Free Rein or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of Free Rein or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

22. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), whether judicial or extra-judicial, statutory or non-statutory against or in respect of Free Rein or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:
- (a) empower Free Rein to carry on any business that Free Rein is not lawfully entitled to carry on;
  - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
  - (c) prevent the filing of any registration to preserve or perfect a security interest;
  - (d) prevent the registration of a claim for lien; or
  - (e) exempt Free Rein from compliance with statutory or regulatory provisions relating to health, safety or the environment.

23. Nothing in this Order shall prevent any party from taking an action against Free Rein where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

#### **NO INTERFERENCE WITH RIGHTS**

24. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by Free Rein, except with the written consent of Free Rein and the Monitor, or leave of this Court.

#### **CONTINUATION OF SERVICES**

25. During the Stay Period, all persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
  - (b) oral or written agreements or arrangements with Free Rein, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or Free Rein

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by Free Rein or exercising any other remedy provided under such agreements or arrangements. Free Rein shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by Free Rein in accordance with the payment practices of Free Rein, or such other practices as may be agreed upon by the supplier or service provider and each of Free Rein and the Monitor, or as may be ordered by this Court.

### **NON-DEROGATION OF RIGHTS**

26. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to Free Rein.

### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

27. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 22 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of Free Rein with respect to any claim against the directors or officers that arose before the date of this Order and that relates to any obligations of Free Rein whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of Free Rein, if one is filed, is sanctioned by this Court or is refused by the creditors of Free Rein or this Court.

### **PROFESSIONAL FEES**

28. The Monitor and counsel to the Monitor, and counsel to the Applicant shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by Free Rein as part of the costs of these proceedings. Free Rein's counsel, the Proposal Trustee and counsel to the Proposal Trustee and the Applicant, shall be paid its reasonable fees and disbursements incurred during the NOI Proceeding, to the extent they have not been paid. Free Rein is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for the Applicant and any outstanding accounts of Free Rein's counsel as of the date of this Order.
29. The Monitor and its legal counsel shall pass their accounts from time to time.



30. The Monitor, counsel to the Monitor, counsel to the Applicant and counsel to Free Rein, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge is a continuation of the Administration Charge granted in the NOI Proceedings, and shall not exceed an aggregate amount of \$200,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings and in respect of the NOI Proceedings.
31. The filing, registration or perfection of the Administration Charge shall not be required, and the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.
32. The Administration Charge shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.
33. The Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (the "**Chargees**") shall not otherwise be limited or impaired in any way by:
  - (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
  - (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
  - (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
  - (d) the provisions of any federal or provincial statutes; or

- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds Free Rein, and notwithstanding any provision to the contrary in any Agreement:
  - (i) neither the creation of the Administration Charge nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by Free Rein of any Agreement to which it is a party;
  - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
  - (iii) the payments made by Free Rein pursuant to this Order and the granting of the Administration Charge, does not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

#### **ALLOCATION**

- 34. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Administration Charge amongst the various assets comprising the Property.

#### **SERVICE AND NOTICE**

- 35. The Monitor shall (i) without delay, publish in the *BOE Report* a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against Free Rein of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the

prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

36. The Monitor shall establish or continue a case website in respect of the within proceedings at <http://cfcanada.fticonsulting.com/freerein/> (the "**Monitor's Website**")
37. The Applicant and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, recorded mail, courier, personal delivery or electronic transmission to Free Rein's creditors or other interested parties at their respective addresses as last shown on the records of Free Rein and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail or recorded mail, on the seventh day after mailing. Any person that wishes to be served with any application and other materials in these proceedings must deliver to the Applicant or the Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the "**Service List**") to be maintained by the Monitor.
38. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsel's email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's website.
39. The Applicant, Free Rein, and, where applicable, the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by sending true copies thereof by prepaid ordinary mail, recorded mail, courier, personal delivery or electronic transmission to Free Rein's creditors or other interested parties at their respective addresses last shown on the records of Free Rein, or as otherwise updated on the Service List.

#### **GENERAL**

40. The Monitor and the Applicant may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

41. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
42. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of Free Rein, the Business or the Property.
43. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist the Applicant, Free Rein and the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant, Free Rein and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant, Free Rein and the Monitor and their respective agents in carrying out the terms of this Order.
44. Each of the Applicant, Free Rein and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
45. Any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

46. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

*James A. Nelson*

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Justice of the Court of Queen's Bench of Alberta